



## REPORT TO CITY COUNCIL

**DATE:** DECEMBER 11, 2013

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER 

**BY:** LOUIS CELAYA, DEPUTY CITY MANAGER 

**SUBJECT:** APPROVAL OF SECOND AMENDMENT BETWEEN THE CITY OF AGOURA HILLS AND FIRST TRANSIT, INC. – KANAN SHUTTLE

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The City currently holds an agreement with First Transit, Inc., (“First Transit”), for the provision of Dial-A-Ride services for the City, the County of Ventura, and County of Los Angeles. The City entered into the agreement in July 2011, with a scheduled termination date of June 30, 2014.

At the June 26, 2013, meeting, the City Council approved a first amendment to the agreement with First Transit to increase the scope of services and funding resources in response to a request from the County of Ventura to pursue the pilot Kanan Shuttle project. The amendment provided for incorporation of the pilot program with First Transit’s agreement to operate the shuttle in addition to existing Dial-A-Ride services. The first amendment was for a six-month period. The County of Ventura has expressed a desire to continue the pilot project through June 30, 2014. As a result, a second amendment is required to cover additional funding resources to be allocated to this pilot project. The amendment identifies the parameters of resources associated with the Kanan Shuttle and the current conditions of the master agreement will not change.

The estimated cost for the continued operation of the Kanan Shuttle will be an additional \$260,477 to cover the remaining six months of the fiscal year. This includes the addition of a third shuttle bus that was required to address increased passengers utilizing the service, particularly during peak operation hours. The previously approved amendment of \$224,497, along with additional estimated cost for this amendment will result in a total estimated cost of \$484,974 for the Kanan Shuttle.

The additional funding will need to be appropriated into the FY 2013-2014 Proposition A Dial-A-Ride budget, requiring an budget amendment approval at this time.

The Kanan Shuttle continues to be heavily utilized, and First Transit continues to assist with operating the pilot project in an efficient manner. The proposed second amendment has been reviewed by the City Attorney and approved as to form.

## **RECOMMENDATION**

Staff recommends the City Council:

- 1) Approve the Second Amendment Between the City of Agoura Hills and First Transit, Inc.
- 2) Approved the Budget Amendment to the Proposition A Budget.

Attachment: Second Amendment to Agreement with First Transit, Inc.

# AGREEMENT (AMENDMENT) ROUTING SLIP FOR

\_\_\_\_\_  
First Transit, Inc.  
Contractor Name (\$25K and Over Amendment)

**Attached, please find (check one of the following boxes):**

- |   |  |
|---|--|
| <input type="checkbox"/> Standard Template with no changes<br>Complete Section 2 only | <input type="checkbox"/> Outside Agency Agreement<br>Complete Sections 1 and 2 |
| <input type="checkbox"/> Standard Template with changes<br>Complete Sections 1 and 2  | <input type="checkbox"/> Special Agreement<br>Complete Sections 1 and 2        |

**Section 1 – Complete this section for any changes.** Receive Department Head approval before emailing to City Attorney for template review and approval. Attach City Attorney email response (approval) to this slip; **then complete Section 2.**

- |  |   |
|--|---|
| <input type="checkbox"/> _____<br>Department Head - Date<br>(Authorization to email City Attorney) | <input type="checkbox"/> _____ (Staff Initials)<br>(City Attorney email approval received<br>and attached to this routing slip) |
|--|---|

**Section 2 - Complete this section for all amendments to agreements.** The following staff must review/approve the amendment prior to distribution to the Contractor for signatures. Please sign/date and attach this routing slip to the proposed amendment and route to staff in the order listed below (i.e., 2-4). **Once returned by the Contractor**, the signed amendment, including the appropriate insurance and endorsement, are to be submitted with this completed routing slip to the City Clerk for final processing and distribution. Amendments, without the appropriate insurance attached, will be returned to the department. A copy of the final amendment will be provided to the Contractor and to the staff person listed under Item No. 1.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> _____<br>1. Prepared by (Staff Name/Date)           | <input type="checkbox"/> _____<br>2. Department Head - Date<br>(Authorization to forward to Risk Mgr/Clerk) |
| <input type="checkbox"/> _____<br>3. Risk Manager - Date<br>(Insurance Review/Approval) | <input type="checkbox"/> _____<br>4. City Clerk - Date<br>(Template Review/Approval)                        |

- FOR CITY CLERK USE ONLY -

Agreement/Insurance Received \_\_\_\_\_ To City Atty: \_\_\_\_\_ To CM/Mayor: \_\_\_\_\_  
City Atty Email Attached \_\_\_\_\_ Distributed: \_\_\_\_\_ Laserfiche/File: \_\_\_\_\_ By: \_\_\_\_\_

SECOND AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONTRACTOR:	First Transit, Inc.
RESPONSIBLE PRINCIPAL OF CONTRACTOR:	Attn: Nick Promponas
CONTRACTOR'S ADDRESS:	7581 Willow Dr., Ste. 103 Tempe, AZ 85283
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Louis A. Celaya
COMMENCEMENT DATE:	July 1, 2013
TERMINATION DATE:	June 30, 2014
CONSIDERATION:	Second Amendment Amount: \$260,477  Total Agreement Amount: \$989,974

**SECOND AMENDMENT TO AGREEMENT BETWEEN  
CITY OF AGOURA HILLS AND FIRST TRANSIT, INC.**

**KANAN SHUTTLE**

THIS SECOND AMENDMENT is made and entered into as of December 11, 2013, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and First Transit, Inc. (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Second Amendment is made with the respect to the following facts and purposes:

a. On July 1, 2011, the City and Contractor entered into that certain Agreement entitled "Agreement for Contractor Services with the City of Agoura Hills to Operate the City's Dial-a-Ride Service and City Bus", in the amount of Four Hundred Eighty Five Thousand (\$485,000) with annual adjustments made based on CPI.

b. On June 26, 2013, the City and Contractor entered into the First Amendment to that certain Agreement entitled "First Amendment to Agreement Between the City of Agoura Hills and First Transit, Inc. – Kanan Shuttle," to add scope of work, to extend the term, and to increase the payment in the amount of Two Hundred Twenty Four Thousand Four Hundred Ninety Seven dollars (\$224,497) for a six month period.

c. On October 31, 2013, after discussions with the County of Ventura resulted in the continuation of the Kanan Shuttle, the City and Contractor desire to amend the agreement for a second time to increase the payment amount required for the continued successful operation of the Kanan Shuttle.

d. The parties now desire to increase the payment in the amount two hundred sixty thousand four hundred and seventy-seven dollars (\$260,477) to accommodate the additional resources allocated to the Kanan Shuttle to continue its pilot operation.

2. Section One of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The FIRST Amendment amount shall not exceed two hundred twenty four thousand four hundred and ninety-seven dollars (\$224,497). The SECOND Amendment amount shall not exceed two hundred sixty thousand four hundred and seventy-seven

dollars (\$260,477) for additional services associated with the provision of the Kanan Shuttle for a total Agreement amount of nine hundred eighty-nine thousand nine hundred and seventy-four dollars (\$989,974).”

3. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

**FIRST TRANSIT, INC.**

7581 Willow Dr., Ste. 103  
Tempe, AZ 85283

\_\_\_\_\_  
William D. Koehler,  
Mayor

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

ATTEST:

Title: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Date Approved by City Council* \_\_\_\_\_

**[Signatures of Two Corporate Officers Required**

APPROVED AS TO FORM:

\_\_\_\_\_  
Candice K. Lee,  
City Attorney