

REPORT TO CITY COUNCIL

DATE: DECEMBER 13, 2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: NATHAN HAMBURGER, CITY MANAGER

BY: STEPHANIE POZOS, MANAGEMENT ANALYST
AMY BRINK, DIRECTOR OF COMMUNITY SERVICES

SUBJECT: AWARD AGREEMENT FOR CONTRACTOR SERVICES WITH THE CITY OF THOUSAND OAKS TO PROVIDE PARATRANSIT SERVICES (DIAL-A-RIDE)

On September 25, 2019, the City Council awarded a contract to the City of Thousand Oaks to assist the City with the provision of paratransit services (Dial-A-Ride) for Agoura Hills residents and visitors and the unincorporated area of Agoura within the County of Los Angeles. The City of Thousand Oaks oversees MV Transportation, who handles operations, reservations, and dispatching. The program is a public Dial-A-Ride, which means it is open to people of all ages. It also provides service in what is called a "door-to-door" format, where people who need assistance going from their front door to the vehicle, and vice versa, are provided with assistance. The program has been in existence for almost forty years. The agreement terminated on June 30, 2023. Subsequently, the agreement has been mutually extended by both cities' staff as this new agreement is finalized.

The City of Thousand Oaks will continue to provide vehicles to adequately meet eligible rider demand and provide service within the on-time performance standards.

On October 25, 2023, the City Council approved adjusting several components of the program, including aligning the service hours with the City of Thousand Oaks and changing the service type to a Seniors and Disabled Dial-A-Ride.

The new hours will be the following:

Monday through Friday
5:00 a.m. to 8:00 p.m.
Saturday and Sunday
7:00 a.m. to 8:00 p.m.

Hours can be modified based on actual usage and budget availability.

The City of Thousand Oaks shall provide Dial-A-Ride services to Agoura Hills residents and visitors and the unincorporated area of Agoura within the County of Los Angeles who are seniors or have a disability, commonly referred to as Seniors and Disabled Dial-A-Ride. The minimum senior age is 50.

The agreement with The City of Thousand Oaks will begin January 16, 2024 and end June 30, 2025, with a one-year extension option. The estimated cost for this enhanced service is a not-to-exceed of \$380,000 for the term of the agreement, which will be funded through Proposition A Transportation funding.

This item has been reviewed and discussed with the Community Services Subcommittee and City Council.

The proposed Agreement has been reviewed by the City Attorney and approved as to form.

FISCAL IMPACT

There is no additional fiscal impact to the City Council 2023-24 Adopted Budget, as funds were appropriated for the Dial-A-Ride service in the Proposition A – Transportation Contract Services account, 060-4530-552080.

RECOMMENDATION

Staff respectfully recommends the City Council award the Agreement for Contractor Services with the City of Thousand Oaks for Paratransit Services (Dial-A-Ride) in the amount of \$380,000.

Attachment: Agreement for Transit Services between the City of Thousand Oaks and City of Agoura Hills

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT:	Larry Walker Associates
RESPONSIBLE PRINCIPAL OF CONSULTANT:	Attn: Chris Minton
CONSULTANT'S ADDRESS:	720 Wilshire Blvd. Suite 101 Santa Monica, CA 90401
CITY'S ADDRESS:	City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Attn: City Manager
PREPARED BY:	Kelly Fisher
COMMENCEMENT DATE:	January 1, 2024
TERMINATION DATE:	June 30, 2027
CONSIDERATION:	Amendment Amount: \$3,068,544 Total Contract Price Not to Exceed: \$7,686,493

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND LARRY WALKER ASSOCIATES**

Malibu Creek Watershed Coordinated Integrated Monitoring Program

THIS FIRST AMENDMENT is made and entered into as of January 1, 2024, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Larry Walker Associates, a Corporation (hereinafter referred to as "Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

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

a. On January 1, 2020, the City and Consultant entered into that certain Agreement entitled "Agreement for Professional Consultant Services Related to the Malibu Creek Watershed Coordinated Integrated Monitoring Program", in the amount of Four Million Six Hundred Seventeen Thousand Nine Hundred Forty Nine Dollars and Zero Cents (\$4,617,949).

b. The parties now desire to add scope of work, extend the term of the agreement to June 30, 2027, increase the payment in the amount of Three Million Sixty Eight Thousand Five Hundred Forty Four Dollars and Zero Cents (\$3,068,544), and to amend the Agreement as set forth in this Amendment.

2. Section 1 of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than June 30, 2027 unless sooner terminated pursuant to the provisions of this Agreement."

3. Exhibit A to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

4. 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 First Amendment to Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council _____

APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Larry Walker Associates
720 Wilshire Blvd., Suite 101
Santa Monica, CA 90401
Contact Name
Chris Minton
206-257-0610

By: Ashli Desai

Print Name: Ashli Desai

Title: President

By: [Signature]

Print Name: Chris Minton

Title: Vice President

[Signatures of Two Corporate Officers Required]

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Consultant.

Proposed Fee Schedule: CIMP and Necessary Reports for the Malibu Creek Watershed

Task No.	Task Description	2024	2025	2026	2027 [a]	Total
1.0	Project Management, Coordination, & Meetings	\$ 56,008	\$ 55,111	\$ 56,762	\$ 14,411	\$ 182,292
2.0	Health and Safety Plan [b]	\$ -	\$ -	\$ -	\$ -	\$ -
3.0	Quality Assurance Project Plan [b]	\$ -	\$ -	\$ -	\$ -	\$ -
4.0	CIMP Monitoring	\$ 348,297	\$ 337,726	\$ 346,824	\$ -	\$ 1,032,847
5.0	Laboratory Analysis	\$ 225,141	\$ 208,337	\$ 214,240	\$ -	\$ 647,719
6.0	Data Management and QA/QC	\$ 37,197	\$ 35,623	\$ 36,692	\$ -	\$ 109,512
7.0	Reporting	\$ 138,028	\$ 142,169	\$ 146,434	\$ 60,668	\$ 487,298
8.0	CIMP Update	\$ 8,511	\$ -	\$ -	\$ -	\$ 8,511
9.0	EWMP Update [b]	\$ -	\$ -	\$ -	\$ -	\$ -
10.0	ROWD/WMP Adaptive Management	\$ -	\$ -	\$ 212,556	\$ -	\$ 212,556
11.0	As-Needed Regulatory Support	\$ 32,478	\$ 33,452	\$ 34,456	\$ -	\$ 100,386
Subtotal >>>>		\$ 845,661	\$ 812,418	\$ 1,047,964	\$ 75,079	\$ 2,781,122
Optional Task						
12.0	Full WMP Update [c]	\$ -	\$ -	\$ 287,422	\$ -	\$ 287,422
Total With Optional Task >>>>		\$ 845,661	\$ 812,418	\$ 1,335,386	\$ 75,079	\$ 3,068,544

[a] Includes completing the July 2026-December 2026 Semi-annual Report and conducting associated meetings.

[b] Efforts were completed prior to the 2023 contract amendment. As such, the additional budget under this amendment for these tasks is \$0.

[c] Includes optional additional efforts beyond the 2021 MS4 Permit required ROWD/WMP Adaptive Management to complete a full WMP update.