

## REPORT TO CITY COUNCIL

**DATE: JUNE 26, 2024**

**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: APPROVAL OF FIRST AMENDMENT TO AGREEMENT FOR  
CONTRACTOR SERVICES WITH VENTURA TRANSIT SYSTEM, INC.,  
FOR CHARTER TRANSPORTATION SERVICES**

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On June 14, 2023, the City Council approved a contract with Ventura Transit System, Inc. (VTS), to continue providing charter transportation services for the City. The Department of Community Services has contracted with VTS since March 2020 to provide special charter transportation services to transport residents and program participants to various local venues and special events for the City's Recreation Transit Program.

The City owns a 28 passenger 2017 Starcraft Allstar 32' Ford that is the primary vehicle utilized by the contractor. VTS also provides additional shuttle vehicles in the event the primary vehicle passenger is not sufficient to accommodate the requested trip(s).

The current contract is set to expire on June 30, 2024, and has an option to extend for one additional term of two years.

The original agreement is a not-to-exceed amount of \$40,000 per year. The proposed amendment to the contract is for a not-to-exceed amount of \$80,000 for two years and raises the overall contract to \$120,000.

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

### **FISCAL IMPACT**

There is no fiscal impact. Funds were appropriated in the FY 2024-25 Proposed Budget. As this is an ongoing recreation transit program, the funds will be appropriated in the

FY 2025-26 Budget using Los Angeles County Metropolitan Transportation Authority (LACMTA) Proposition A Funds, in the following Recreation Department accounts:

- Recreation Transit – Excursions 060-4420-5520B0
- Recreation Transit – Seniors 060-4420-5520D0
- Contract Services – Special Events 060-4420-5520E0

**RECOMMENDATION**

Staff respectfully recommends the City Council approve the First Amendment to Agreement for Contractor Services with Ventura Transit Systems, Inc., for Charter Transportation Services – Recreation Transit Programs.

Attachment: Amendment to Agreement for Contractor Services

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

NAME OF CONTRACTOR: Ventura Transit System, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Sara Pontecchi

CONTRACTOR'S ADDRESS: 295 Willis Ave. Ste. H4  
Camarillo, CA 93010

CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

PREPARED BY: Stephanie Pozos

COMMENCEMENT DATE: July 1, 2023

TERMINATION DATE: June 30, 2026

CONSIDERATION: Amendment Amount: \$80,000  
Total Contract Price  
Not to Exceed:  
\$120,000 for 3-year Term

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

**Charter Transportation Services**

THIS FIRST AMENDMENT is made and entered into as of July 1, 2024, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and Ventura Transit System, Inc., a Corporation (hereinafter referred to as "Contractor"). 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 July 1, 2023, the City and Contractor entered into that certain Agreement entitled "Agreement for Contractor Services", in the amount of Forty Thousand Dollars and Zero Cents (\$40,000).

b. The parties now desire to extend the term of the agreement to June 30, 2026, increase the payment by Eighty Thousand Dollars and Zero Cents (\$80,000), add a waiver of subrogation clause to Section 9 (Insurance Requirements) of the Agreement 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, 2026, unless sooner terminated pursuant to the provisions of this Agreement."

3. Section 4 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 Eighty Thousand Dollars and Zero Cents (\$80,000), for one additional term of two years for a total Agreement amount of One Hundred and Twenty Thousand Dollars and Zero Cents (\$120,000)."

4. Section 9 of the Agreement entitled "INSURANCE REQUIREMENTS" is hereby amended to add a new paragraph 6 to subsection E (Other Insurance Provisions) to read as follows:

"6) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents,

officials, employees, and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subcontractors.”

5. 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**

**CONTRACTOR**

Ventura Transit System, Inc.

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Illece Buckley Weber,  
Mayor

280 Skyway Dr.

Camarillo, CA 93010

(805) 218-1583

ATTEST:

By: DocuSigned by:  
MASOOD BABAELAN  
D38359E9334C489...

Print Name: MASOOD BABAELAN

\_\_\_\_\_  
Kimberly M. Rodrigues, MMC  
City Clerk  
*Date Approved by City  
Council* \_\_\_\_\_

Title: President

By: DocuSigned by:  
MMA  
DBAB0C869D4E4U2...

Print Name: Mahmood Babaeian

APPROVED AS TO FORM:

Title: CEO

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Candice K. Lee,  
City Attorney

**[Signatures of Two Corporate Officers Required]**