

## REPORT TO CITY COUNCIL

**DATE: MAY 25, 2011**

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

**FROM: GREG RAMIREZ, CITY MANAGER**

**BY: LOUIS CELAYA, ASSISTANT TO THE CITY MANAGER**

**SUBJECT: APPROVE COUNTY OF VENTURA DEMAND-RESPONSIVE  
PARATRANSIT AGREEMENT BETWEEN THE CITY OF AGOURA  
HILLS AND COUNTY OF VENTURA FOR A DIAL-A-RIDE PROGRAM**

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Starting in 1988, the City of Agoura Hills and the County of Ventura maintained a paratransit agreement for provision of a Dial-A-Ride program which served the City of Agoura Hills, adjacent portions of Los Angeles County, and the County of Ventura unincorporated community of Oak Park. This joint relationship served the residents of Agoura Hills and the County of Ventura well, as it provides a regional transportation system avoiding duplication of services. In April 2008, due to budget constraints, the County of Ventura notified the City of its desire to depart from the service and terminate the agreement.

Since their departure, staff has kept in communication with the County of Ventura staff regarding the potential return to the program. In January of 2011, discussions with the Ventura County Public Works Agency's Transportation Department further solidified the desire of the County of Ventura to return to the City of Agoura Hills' Dial-a-Ride Program. In March of 2011, the City received a "letter of intent" from the County of Ventura expressing their desire to return.

The City will again provide this service through the existing Dial-A-Ride Program. In return, the County of Ventura will reimburse the City in an amount not-to-exceed two hundred seventy thousand dollars (\$270,000) each fiscal year.

The service will allow Oak Park residents to travel to the various service areas of Oak Park, Agoura Hills, and adjacent portions of Los Angeles County. Oak Park senior and disabled will also be able to utilize the existing expanded services to selected areas of Thousand Oaks and Westlake Village. City staff reviews and prepares monthly invoice statements and bills the County of Ventura accordingly.

Funding received from Ventura County will assist with operating our current Dial-A-Ride Program at a minimal cost, while also assisting the City with future increases in the MTA Discretionary Subregional Paratransit Grant it currently receives for providing a consolidated paratransit service to two jurisdictions or more. The agreement calls for a three-year contract,

commencing on July 1, 2011, through June 30, 2014, and includes two one-year option extensions, based on mutual agreement by both agencies.

Shortly after the City Council approves the agreement, the County of Ventura Board of Supervisors will, subsequently, approve the agreement at their next scheduled meeting. Between approval of the agreement and the starting date, staff will work with the County of Ventura staff, and our current transportation provider, First Transit, to prepare for the return of the County of Ventura to the program.

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

### **RECOMMENDATION**

Staff respectfully requests the City Council approve the County of Ventura Demand-Responsive Paratransit Agreement with the County of Ventura for a Dial-a-Ride Program.

Attachment: County of Ventura Demand Responsive Paratransit Agreement with the City of Agoura Hills,  
No. 12-01

**COUNTY OF VENTURA  
DEMAND-RESPONSIVE PARATRANSIT AGREEMENT  
WITH THE CITY OF AGOURA HILLS  
AGREEMENT NO. 12-01**

This Agreement is made and entered into between the **County of Ventura**, hereinafter referred to as "**COUNTY**", and the **City of Agoura Hills**, hereinafter referred to as "**RECIPIENT**".

**RECITALS**

**WHEREAS, COUNTY** receives Transportation Development Act (TDA) Funds which may be used to finance public transportation services; and

**WHEREAS, RECIPIENT** operates a demand-response paratransit service which serves the City of Agoura Hills, adjacent portions of Los Angeles County, selected appointment based destinations to the cities of Westlake Village and Thousand Oaks and the Ventura County unincorporated community of Oak Park (Oak Park Area), pursuant to an agreement between RECIPIENT and First Transit Inc., and

**WHEREAS, COUNTY** wants to pay a share of the cost for the portion of the service which serves the Oak Park Area and selected appointment based destinations to Westlake Village and Thousand Oaks, as set forth in Exhibit A.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS MADE HEREIN, COUNTY AND RECIPIENT AGREE AS FOLLOWS:**

**PART I  
OBJECTIVES**

The **RECIPIENT** agrees to utilize the TDA Funds received from **COUNTY** to provide dial-a-ride service in the Oak Park Area and selected appointment based destinations to Westlake Village and Thousand Oaks.

**PART II  
ADMINISTRATION**

1. Compensation. **COUNTY** agrees to pay **RECIPIENT** the County's share of the service cost based on the difference between the operating and administrative costs and the fare revenues for the Oak Park Area and selected appointment based destinations to Westlake Village and Thousand Oaks portions of the service. **RECIPIENT** shall document said difference by recording the actual operating and administrative costs and fare revenues of the Oak Park and selected appointment based destinations to Westlake Village and Thousand Oaks portions of the service on the invoice for payment. The **RECIPIENT** may bill the **COUNTY** for its share of the service on a monthly or quarterly basis, and the **COUNTY** agrees to pay its share within 30 days after receiving the **RECIPIENT's** invoice.

2. Term. The term of this agreement shall be for thirty-six (36) months commencing on July 1, 2011 and terminating on June 30, 2014. The term shall also include two (2) one (1) year option extensions, commencing July 1, 2014 and July 1, 2015 respectively, as mutually agreed upon by COUNTY and RECIPIENT.

3. Coordination. This agreement shall be administered on behalf of **COUNTY** by and through the County Public Works Agency. All written communication between the parties hereto may be given by mailing the same, postage prepaid, to **RECIPIENT** at its office and to **COUNTY** in care of the Director of Transportation Department, Ventura County Public Works Agency.

### **PART III GENERAL PROVISIONS**

1. Termination for Cause. If, through any cause, **RECIPIENT** fails to fulfill in a timely and proper manner any obligations under this agreement, or if **RECIPIENT** violates any of the covenants, agreements, or stipulations of this agreement, as determined by **COUNTY**, **COUNTY** may at its option, terminate this agreement by giving **RECIPIENT** 30 days written notice thereof. In such event, **RECIPIENT** shall be entitled to receive payment for that portion of County service actually provided within the 30-day period subsequent to written notification of termination of service.

2. Termination for Convenience. Either **COUNTY** or **RECIPIENT** may, for any reason of convenience, terminate this agreement, however, written Notice of Intent to terminate shall be given to the other party at least sixty (60) days prior to the termination date. If this agreement is terminated as provided herein, **RECIPIENT** shall be entitled to receive payment for that portion of County service actually provided within the 50-day period subsequent to written notification of termination of service.

3. Scope of Service.

a. Boundaries. The service area includes the City of Agoura Hills in Los Angeles County, some unincorporated areas of Los Angeles County, selected appointment based destinations in the cities of Westlake Village and Thousand Oaks, and the Oak Park Area (Exhibit A).

b. Changes in Scope of Service. **COUNTY** or the **RECIPIENT** may request changes in the scope of service to be performed by **RECIPIENT** hereunder. Such Changes, including the method of computing **RECIPIENT's** compensation, which are mutually agreed upon by and between **COUNTY** and **RECIPIENT**, shall be incorporated in written amendments to this agreement. The total compensation paid to the **RECIPIENT** shall not exceed \$270,000 unless approved in writing by the **COUNTY** and the **RECIPIENT**. **RECIPIENT** shall charge a fare of \$1.50 for one-way transportation to Oak Park participants, and \$3.00 for Seniors and Disabled Oak Park residents wishing to utilize one-way transportation to selected appointment based destinations to Westlake Village and Thousand Oaks. Selected appointment based destinations to Westlake Village and Thousand Oaks are not available for general Oak Park participants (Exhibit A).

4. Personnel. **RECIPIENT** agrees, understands and represents as follows:

a. All personnel required in performing the scope of service under this agreement shall be secured at **RECIPIENT's** sole expense.

5. Insurance and Liability.

a. **RECIPIENT** shall indemnify, defend and hold **COUNTY**, its officers and employees harmless from any and all liability for injury or damages to persons or property arising out of, or caused by the acts or omissions of **RECIPIENT**, **RECIPIENT's** agents or assigns, in the providing of services pursuant to this agreement.

b. **COUNTY** shall indemnify, defend and hold **RECIPIENT**, its officers and employees harmless from any and all liability for injury or damages to persons or property arising out of, or caused by the acts or omissions of **COUNTY**, **COUNTY's** agents or assigns, in the providing of services pursuant to this agreement.

c. **RECIPIENT** shall maintain such insurance as will protect **RECIPIENT** from claims under Workmen's Compensation Acts, and such public liability insurance as will protect **RECIPIENT** from any claims for damages for personal injury, including death and Damage to property, which may arise from operations under this agreement, such operations by **RECIPIENT** or by any subcontractor, or anyone directly or indirectly employed by either of them. Certificates of such workmen's compensation and public liability insurance shall be filed with **COUNTY**, and shall be subject to approval for adequacy of protection. The minimum limits of liability shall be in amounts of not less than \$1,000,000 for injury or death to one person, \$5,000,000 for injuries or death arising out of one accident, and \$100,000 for property damage.

d. **RECIPIENT** shall cause to be added to every certificate of liability insurance to be furnished to **COUNTY**, as required by this agreement, a statement adding **COUNTY** as an additional insured under the terms of such insurance. The insurance company which underwrites such insurance shall agree in writing that said insurance shall not be canceled or otherwise terminated until thirty (30) days after written notice of intended cancellation has been given to **COUNTY**. In addition, said certificate of insurance shall agree that **COUNTY's** insurance, if any, shall be excess insurance over **RECIPIENT's** insurance, notwithstanding any other provisions of either policy, including but not limited to the terms and provisions of the "other insurance" clause in such policies.

6. Assignability. **RECIPIENT** shall not assign any interest under this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of **COUNTY** thereto; provided, however, that claims for money by **RECIPIENT** from **COUNTY** under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to **COUNTY**.

7. Records and Audits. **RECIPIENT** shall maintain account and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this agreement in accordance with the TDA Statutes and Code of Regulations and other such records as may be deemed necessary by **COUNTY** to assure proper accounting for all compensation provided hereunder. **RECIPIENT** shall allow **COUNTY**, Controller General of the State of California, or any other duly authorized representatives, access to any books, documents, papers, and records maintained by **RECIPIENT** pursuant to this agreement for the purpose of making audit, examination, excerpts, and transcripts; provided, further, that **RECIPIENT** shall retain all records pertaining to this agreement for a period of three (3) years after the date of expiration of this agreement unless prior permission to destroy the same is granted by **COUNTY**.

8. Conflict of Interest. **COUNTY** and **RECIPIENT** jointly agree and certify as follows:

a. No member of the Board of Supervisors of the **COUNTY** and no public official of the **COUNTY**, employee or agent of the **COUNTY** who exercises any functions or responsibilities in conjunction with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this agreement.

b. **RECIPIENT** covenants that it currently has no interest and shall not acquire interest, direct or indirect, in program or any other interest which would conflict in any manner or degree with the performance of this agreement, and no person having any such interest shall be employed; and **RECIPIENT** shall take appropriate steps to assure compliance.

9. Non-Discrimination. No person shall, on the grounds of race, color, national origin, sex, age, handicap, or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of **RECIPIENT's** organization.

**CERTIFICATION**

**IN WITNESS WHEREOF, COUNTY** and **RECIPIENT** have executed this agreement in triplicate, each of which is an original.

**COUNTY OF VENTURA**

Date: \_\_\_\_\_

\_\_\_\_\_  
Linda Parks, Chair  
Board of Supervisors

ATTEST:  
Michael Powers  
Clerk of the Board of Supervisors  
County of Ventura, State of California

By: \_\_\_\_\_  
Clerk of the Board

**RECIPIENT**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor, Agoura Hills

By: \_\_\_\_\_  
City Attorney

Exhibit A

Service Days/Service Hours

Monday – Friday 7:00 a.m. - 7:00 p.m.

Saturday – 9:00 a.m. – 4:00 p.m.

Service Area



Westlake Village/Thousand Oaks Appointment Based Destinations:

Westlake Village

Albertsons Shopping Center; Costco Wholesale; TJ Max Shopping Center

Thousand Oaks

Civic Arts Plaza

DMV

Goebel Senior Center

Thousand Oaks Teen Center

Thousand Oaks Library

Los Robles Hospital

Janss Marketplace

The Oaks Mall

Senior Concerns

Social Security Administration Office

Thousand Oaks Auto Mall

Westlake Promenade Medical Facilities

Appointment Times:

To WLW/TO - 9:00am; 11:00 am; 1:00 pm; 3:00 pm; 5:00 pm

From TO/WLV - 9:30am; 11:30am; 1:30pm; 3:30pm; 5:30pm)

Fares

\$1.50 one way transportation for Agoura Hills, Oak Park and some unincorporated areas of Los Angeles County

\$ 3.00 one-way transportation for selected appointment based destinations as identified above to Westlake Village and Thousand Oaks (Senior and Disabled eligible only)