

**SECOND AMENDMENT TO
AGREEMENT FOR TRANSIT SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND COUNTY OF VENTURA**

Contract 12085-2019

THIS SECOND AMENDMENT to the agreement for Transit Services entered into between the **CITY OF THOUSAND OAKS**, a municipal corporation (hereinafter referred to as "City"), and **COUNTY OF VENTURA** (hereinafter referred to as "County") and dated June 25, 2019, and as amended on June 20, 2023 (hereinafter "Contract"), is made and entered into this 25th day of February 2025.

RECITALS

- A. Contract 12085-2019 was intended to run concurrently with the City's contract for Transit Operations Services with MV Transportation, Inc., Contract 12072-2019 ("Base Contract").
- B. Base Contract was for a four-year period ending June 30, 2023, and permits up to two, two-year extensions.
- C. The City and Contractor previously agreed to extend the Base Contract by two years to June 30, 2025.
- D. As allowed by Contract, the City and Contractor have mutually agreed to again extend the Base Contract by an additional two years through June 30, 2027.
- E. In addition, the parties are in need of updating the Schedule of Fees for the new term.
- F. City and County wish to make the above referenced amendments to the Contract while keeping all other terms intact.

AGREEMENT TO AMEND

NOW, THEREFORE, the undersigned parties to Contract agree to amend Contract as described below:

Part 1. The City and County agree to extend Contract 12085-2019 for two years, with a start date of July 1, 2025 and Section 5 of the Contract is hereby amended to reflect a new termination date of June 30, 2027.

Part 2. Exhibit B-1, Schedule of Fees, is hereby replaced with a new Exhibit B-2, Revised Schedule of Fees, attached hereto and incorporated herein by reference.

Part 3. All terms used in Part 1 and 2 above shall have the meanings ascribed thereto in Contract. Except as amended in Part 1 and 2 above, all other sections, terms, obligations, duties, clauses, and provisions of Contract as written and previously amended, shall remain the same.

IN WITNESS WHEREOF, the parties execute this Second Amendment to Contract as of the date set forth above.

COUNTY OF VENTURA

Chair, Board of Supervisors
County of Ventura

ATTEST: Dr. SEVET JOHNSON
Clerk of the Board of Supervisors
County of Ventura, State of California

By: _____
Deputy Clerk of the Board

CITY OF THOUSAND OAKS

David Newman, Mayor

ATTEST:

Laura B. Maguire, City Clerk

**APPROVED AS TO
ADMINISTRATION:**

Andrew P. Powers, City Manager

**APPROVED BY DEPARTMENT
HEAD:**

Clifford G. Finley
Public Works Director

APPROVED AS TO FORM:
Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT B-2

REVISED SCHEDULE OF FEES

Billing shall be calculated on a revenue hour basis based on a revenue hour calculation according to National Transportation Database definition of “revenue hour” as exists on July 1, 2019. In addition to revenue hour expenses, fuel, and vehicle leases (if applicable), City shall bill an annual “Management Fee” (see below). Additionally, bonus payments of up to two percent of revenue hour billings may be earned by Contractor for exceptional service. Bonus payment earned by Contractor will be billed by City to County at the rate earned, 0.5 – 2.0 percent, on a proportional basis, as a separate line item.

Contract Extension Year Three (July 1, 2025 – June 30, 2026):

\$150.37 - MV billing rate per revenue hour. Calculation of billable hours shall be to two decimal places.

Contract Extension Year Four (July 1, 2026 – June 30, 2027):

\$156.39 – MV billing rate per revenue hour. This is a fixed rate that includes the contract extension “Year Three” rate plus a fixed annual rate increase of four percent.

Calculation of billable hours shall be to two decimal places.

Costs for fuel and vehicles leases shall be at “billed” charges by the Contractor and/or the City’s Fleet Division including all usual and customary markups paid by the transit program.

The newly leased vehicle rate table is listed below.

*Vehicle Lease	Unit Cost (monthly)
Kanan Shuttle (Class E/F)	\$ 1,002.13 2,115.91**

City shall charge an annual Management Fee. Management Fee shall consist of wage and benefit charges for staff management and billing, proportional shares of Maintenance and Operations costs at the Transportation Center and Municipal Service Center and Cost Allocation expenses, billed on a proportional basis by billed hours for all fixed route transit programs operated by Thousand Oaks Transit.

Billing of Management Fees will be done at fiscal year-end as part of June invoicing. Costs are estimated only and are subject to change. Should the

**Administrative Correction 4/10/2025 due to typographical error, vehicle lease unit cost shall be \$2,115.91.

expected year-end costs exceed twenty percent of the estimate below, County shall be notified by City as soon as reasonably practical.

Management Fees - FY 25-26 (estimated)

	Rate	Quantity	Unit	Total Cost
Assistant Transit Planner (2.5% FTE)	\$ 61.09	52	Hours	\$ 3,176.68
Assistant Transit Analyst (1.25% FTE)	\$ 42.89	26	Hours	\$ 1,115.14
Accounting Specialist (1.25% FTE)	\$ 56.28	26	Hours	\$ 1,463.28
Maintenance & Operations (TOTC)	\$163,034.55	5.23%	-	\$ 8,526.71
Maintenance & Operations (Misc.)	\$ 20,869.80	8.79%	-	\$ 1,834.46
Cost Allocation/Insurance (Other Bus Services)	\$ 45,218.25	31.4%	-	\$14,198.53
Staff and Direct Costs				\$30,314.80

Optional Work as described in Exhibit "A" shall be charged at a mutually agreed upon price at the time the work is requested, up to a total of \$5,000 per contract year. Optional work beyond that figure will require a formal amendment of the Agreement's not-to-exceed amount.

In the event Liquidated Damages are levied for failure to meet required Performance Measures, County shall be entitled to a credit on their next monthly invoice equal to their proportional share the Liquidated Damages levied and collected by the City.