

AMENDMENT IV TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
CITY OF SELMA

This Amendment IV to Agreement (hereinafter "Amendment IV") amends that certain Member Agency Services Agreement (hereinafter "Agreement"), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter "FCRTA") and City of Selma, a municipal corporation (hereinafter "CITY"), whereby CITY agreed to provide services to FCRTA to maintain FCRTA's vehicle fleet. FCRTA and CONTRACTOR may be referred to herein collectively as the "Parties" and singularly as a "Party."

Recitals:

A. The Agreement between FCRTA and CITY had a three-year term set to expire on September 1, 2021.

B. The Agreement was amended by Amendment II and was extended for up to four (4) additional years, in one-year increments, subject to the FCRTA Board of Directors approval.

C. The Parties wish to extend the term of the Agreement for the third year of the one-year increments.

D. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through 2024.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CITY agree to amend the Agreement as follows:

1. Notwithstanding any language to the contrary in SECTION 2 "TERM OF SERVICES" of the Agreement, the term of the Agreement shall be extended by one year through September 1, 2024.
2. That existing SECTION 4, "COMPENSATION, BILLING AND PAYMENT FOR SERVICE," shall be deleted in its entirety and replaced with the following:

The compensation to the CITY for Services under this Agreement shall not exceed \$951,244.63 for FY 2023-24 and \$978,051.12 for FY 2024-25, as set forth in Exhibit 1, attached hereto and incorporated herein by reference. City shall bill FCRTA for the Services set forth herein at the rates set forth in Exhibit 1. FCRTA has no responsibility to pay any sums beyond the compensation set forth in this Agreement. This amount may be amended by mutual written agreement between FCRTA and the City. FCRTA shall pay City for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from FCRTA to City for services rendered pursuant to this Agreement. City shall submit all invoices to the FCRTA in the manner specified herein:

- 4.1 Invoices.** Subject to the previous Sections, the City shall submit a summarized monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered on the fleet vehicles. The billing statement shall set forth the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain

the following information:

- 4.1.1 The beginning and ending dates of the billing period.
- 4.1.2 A detailed billing statement of all personnel, parts, supplies provided by the City during the invoice period with copies of work orders itemizing specific maintenance, or inspection, work performed to each respective vehicle, with a separate accounting of parts and fluids.
- 4.1.3 The City's Contract Administrator's signature.

- 4.2 **Service Fees.** The City will invoice the FCRTA for actual service(s) provided in accordance with the per the attached reimbursement schedule by job class.
Invoices and billings by other independent vendors, under the City's direction, shall be coordinated by City maintenance personnel for recordkeeping and accountability requirements.
- 4.3 **Parts.** FCRTA shall reimburse City for the cost of all parts, fluids, and all things necessary to perform the required Services (the "Parts"), with the exception of personnel. FCRTA shall purchase and maintain all equipment necessary to provide the Services. The Parts are not included in the costs set forth in Exhibit 1, and are not subject to the dollar limitation set forth in this Section 4. The City shall not include any billing markup on Parts.
- 4.4 **Payment by FCRTA.** FCRTA shall make payment within thirty (30) days from receipt of said invoice.

- 3. Exhibit 1 to this Amendment shall replace Exhibit 1 to the Agreement, and is incorporated into the Agreement by this reference.
- 4. This Amendment IV shall become effective July 1, 2023 (hereinafter "Effective Date").
- 5. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III and this Amendment IV shall together constitute the Agreement.
- 6. Unless expressly modified by the terms of this Amendment III, all terms of the Agreement remain in full force and effect.
- 7. Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Amendment IV, and that the individual signing this Amendment IV on behalf of such Party has been duly authorized to execute this Amendment IV on behalf of such Party, and will, by signing this Amendment IV on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment IV. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Amendment IV in order for such Party to authorize, enter into, and perform its obligations under this Amendment IV, or that if such approval or consent to this Amendment IV is required, that such approval or consent has been obtained.

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have executed this document the _____ day of _____, 2023.

FRESNO COUNTY RURAL TRANSIT AGENCY

By _____
MOSES STITES, General Manager

CITY OF SELMA

By _____
SCOTT ROBERTSON, City of Selma Mayor

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:
DANIEL C. CEDERBORG, County Counsel

By *Bryan Rome* E-Signed by
BRYAN ROME, Deputy County Counsel Bryan D. Rome
June 13, 2023

EXHIBIT 1

Proposed Budget Form (Maintenance)

Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2021-25
By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract Budgets

FCRTA Subsystems	Service Type	# of Employees to Provide	Total Vehicle Service	FY 21-22	FY 21-22	FY 21-22	FY 22-23	FY 22-23	FY 22-23	FY 23-24	FY 23-24	FY 23-24	FY 24-25	FY 24-25	FY 24-25	Cumulative Contract Totals
				Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts	Hourly Contract Billing Service Rate	Annual FY Total of Service Contracts			
Maintenance Shuttle	Rural Areas	2	3,984.00	\$ 37.60	\$149,199.72	\$ 38.73	\$153,675.71	\$ 39.89	\$158,285.98	\$ 41.09	\$163,034.56	\$624,195.97				
Vehicle Maintenance	Rural Areas	2	3,984.00	\$ 78.89	\$313,054.12	\$ 81.26	\$322,466.57	\$ 83.70	\$332,119.97	\$ 86.21	\$342,083.56	\$1,309,724.22				
Fleet Services Coordinator	Rural Areas	1	1,472.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99				
Maintenance Manager	Rural Areas	1	6,324.00	\$ 95.77	\$190,000.92	\$ 98.64	\$195,700.95	\$ 101.60	\$201,571.98	\$ 104.65	\$207,619.14	\$794,892.99				
Vehicle Detailing	Rural Areas	2	1,984.00	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$ 29.08	\$57,694.72	\$230,778.88				
TOTALS		8	13,764.00		\$899,950.40		\$925,238.90		\$961,244.63		\$978,051.12	\$3,754,485.05				