

AMENDMENT VII
TO THE AGREEMENT FOR CONTRACTED SERVICES BETWEEN
THE FRESNO COUNTY RURAL TRANSIT AGENCY
AND
MV TRANSPORTATION

This Amendment VII to Agreement (“Amendment VII”) amends and restates a prior sixth amendment (hereinafter “Prior Amendment VI”), approved on June 30, 2022, and amends that certain Agreement for Contracted Services (hereinafter “Agreement”), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (hereinafter “FCRTA”) and MV PUBLIC TRANSPORTATION INC., a transportation services firm formed under the laws in the State of California (hereinafter “CONTRACTOR”), whereby CONTRACTOR agreed to provide contractor services to FCRTA. FCRTA and CONTRACTOR may be referred to herein collectively as the “Parties” and singularly as a “Party.”

Recitals:

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

B. The Agreement was amended by Amendment I, approved on June 27, 2019, by Amendment II, approved on November 21, 2019, by Amendment III, executed on August 12, 2020, by Amendment IV and V executed on July 21, 2021, and by Amendment VI approved on June 30, 2022.

C. The Agreement has been extended for up to four (4) additional years, in one-year increments, subject to Caltrans FTA Programs Procurement Oversight Branch and FCRTA Board of Directors approval.

D. On July 21, 2021, the Parties approved Amendment IV, which extended the term of the Agreement by the full four (4) additional years.

E. Pursuant to the terms of the Agreement and the direction of Caltrans FTA Programs Procurement Oversight Branch, the Parties wish to extend the term of the Agreement for its third one-year increment, through August 31, 2024.

F. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through August 31, 2024.

NOW THEREFORE, in consideration for their mutual promises, FCRTA and CONTRACTOR agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, the term of the Agreement is extended through August 31, 2024.
2. That existing ARTICLE I, “AWARD OF A CONTRACT FOR TRANSIT SERVICE TO THE MV TRANSPORTATION,” shall be deleted entirely and replaced with the following:

“The FCRTA hereby agrees to engage the MV Public Transportation, Inc., (Contractor) to provide public transportation service to the referenced subsystems, from September 1, 2018 through August 31, 2025. The maximum amount of compensation to the Contractor, under this Agreement is not to exceed: \$2,727,689.76 for FY 2018-19; \$3,164,105.59 for FY 2019-20; \$3,264,675.20 for

FY 2020-21; \$3,477,588.00 for FY 2021-22; \$3,619,531.20 for FY 2022-23; \$3,761,473.00 for FY 2023-24; and \$3,974,387.20 for FY 2024-25 provided no penalties or awards are assessed. **Exhibit - 1** displays Contractor's proposal pricing for each fiscal year of this agreement.

This Agreement, including FCRTA 2018 Operations and Maintenance Request for Proposals, the Proposal from the successful Contractor, and the exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard."

3. That existing Article IV, "BILLING AND PAYMENT FOR SERVICE," shall be deleted in its entirety and replaced with the following:

- A. 2023-24 Service Year

For services rendered between September 1, 2023 through August 31, 2024, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$53.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2023 and ending on August 31, 2024, under this Agreement is not exceed \$3,761,473.60, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$109,092.66 for the service year beginning on September 1, 2023 and ending on August 31, 2024 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2023-24 service year insurance costs prior to September 1, 2023."

- B. 2024-25 Service Year

For services rendered between September 1, 2024 through August 31, 2025, and subject to Article I and Exhibit - 1 "Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2018-25 by Number of Vehicles, Total Service Hours, Hourly Contract rate and Calculated Contract Budgets", the Contractor shall submit an itemized (accounting of the actual number of service hours multiplied by \$56.00 - the rate per vehicle service hour) monthly service bill to FCRTA within thirty (30) days, following the given month in which services were rendered. Failure to do so will result in a 3% penalty to the Contractor per monthly occurrence and shall be deducted from a subsequent reimbursement billing payment. FCRTA shall make payment on the billing within thirty (30) days from receipt of said bill. Failure by FCRTA to do so will result in a 3% increase award to a subsequent reimbursement billing payment to the Contractor.

The maximum amount of compensation to the Contractor for the service year beginning on September 1, 2024 and ending on August 31, 2025, under this Agreement is not exceed \$3,974,387.20, provided no penalties or awards are assessed.

Additionally, Contractor will be providing insurance as defined in Article II Section J. and per Exhibit 1, at a cost of \$109,996.62 for the service year beginning on September 1, 2024 and ending on August 31, 2025 subject to vehicle miles traveled. FCRTA agrees to pay Contract the above-referenced 2024-25 service year insurance costs prior to September 1, 2024.”

4. Exhibit 1 to this Amendment shall replace Exhibit 1 to the Agreement, and is incorporated into the Agreement by this reference.
5. This Amendment VII to Agreement shall become effective July 1, 2023 (hereinafter “Effective Date”).
6. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, Amendment IV, Amendment V, Amendment VI and this Amendment VII shall together constitute the Agreement.
7. Unless expressly modified by the terms of this Amendment VII, all terms of the Agreement, as modified by Amendments I through VI, remain in full force and effect.
8. 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 VII, and that the individual signing this Amendment VII on behalf of such Party has been duly authorized to execute this Amendment VII on behalf of such Party, and will, by signing this Amendment VII on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment VII. 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 VII in order for such Party to authorize, enter into, and perform its obligations under this Amendment VII, or that if such approval or consent to this Amendment VII 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

CONTRACTOR

By _____
MARIE MEISENBACH GRAUL, EVP & CFO

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 14, 2023

