

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

This Amendment VIII to Agreement (“Amendment VIII”) amends that certain Agreement for Contracted Services (“Agreement”), entered into on July 31, 2018, between the FRESNO COUNTY RURAL TRANSIT AGENCY (“FCRTA”), a California joint powers agency, and MV PUBLIC TRANSPORTATION, INC. (“CONTRACTOR”), a corporation formed under the laws of the State of California, 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, as originally written, had a three-year term which expired 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, and by Amendment III, approved on August 12, 2020.

C. Under its original terms, the Agreement may be 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 through September 1, 2022. On the same date, the Parties also approved Amendment V, making other changes to the Agreement.

E. The term of the Agreement was further extended by Amendment VI approved on June 30, 2022, and by Amendment VII approved on June 29, 2023.

F. All prior amendments to the Agreement were approved by the Caltrans FTA Programs Procurement Oversight Branch.

G. The term of the Agreement is now set to expire on September 1, 2024.

H. 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 fourth one-year increment, through August 31, 2025.

I. The Parties have prepared a replacement Exhibit 1 to the Agreement, which is attached to this Amendment VIII and incorporated herein by this reference.

J. The Parties agree that an amendment to the Agreement is necessary and desirable to extend the contracted services through August 31, 2025.

///

///

### Amendment VIII:

In consideration for their mutual promises, the Parties agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, the term of the Agreement is extended through August 31, 2025.
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: \$3,970,220.80 for the 2024 through 2025 fiscal year, 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. 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 Budget for 2024-25 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 \$3,970,220.80, 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 VIII shall supersede and replace Exhibit 1 to the Agreement, and be incorporated therein by this reference.

5. This Amendment VIII to Agreement shall become effective September 1, 2024 (hereinafter "Effective Date").
6. Upon the Effective Date, the Agreement, Amendment I, Amendment II, Amendment III, Amendment IV, Amendment V, Amendment VI, Amendment VII and this Amendment VIII shall together constitute the Agreement.
7. Unless expressly modified by the terms of this Amendment VIII, all terms of the Agreement, as modified by Amendments I through VII, 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 VIII, and that the individual signing this Amendment VIII on behalf of such Party has been duly authorized to execute this Amendment VIII on behalf of such Party, and will, by signing this Amendment VIII on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Amendment VIII. 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 VIII in order for such Party to authorize, enter into, and perform its obligations under this Amendment VIII, or that if such approval or consent to this Amendment VIII is required, that such approval or consent has been obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this document the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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* June 3, 2024  
BRYAN ROME, Deputy County Counsel

## Exhibit 1

### Summary of FCRTA's Subsystem Individual and Total Contract Budgets for 2024-2025 By Number of Vehicles, Total Service Hours, Hourly Contract Rate and Calculated Contract

FCRTA Subsystems	Service Type	# of Vehicles Service	Total Annual Vehicle Revenue Hours	FY 24-25 Contract Billable Service Rate	FY 24-25 Annual FY Total of Service Contracts
Auberry Transit	Intra-City (Mountains)	1	1,736.00	\$ 56.00	\$ 97,216.00
	Inter-City (to Fresno)	1	390.00	\$ 56.00	\$ 21,840.00
Coalinga Transit	Intra City	1	1,984.00	\$ 56.00	\$ 111,104.00
	Inter City (to Fresno)	1	2,418.00	\$ 56.00	\$ 135,408.00
Del Rey Transit	Inter-City (to Sanger)	1	1,736.00	\$ 56.00	\$ 97,216.00
Firebaugh Transit	Intra-City	1	2,232.00	\$ 56.00	\$ 124,992.00
	Inter-City (to Mendota)	1	2,418.00	\$ 56.00	\$ 135,408.00
Fowler Transit	Intra City	1	1,984.00	\$ 56.00	\$ 111,104.00
Huron Transit	Intra-City	2	4,216.00	\$ 56.00	\$ 236,096.00
	Inter-City (to Coalinga)	1	1,922.00	\$ 56.00	\$ 107,632.00
Kerman Transit	Intra City	1	1,984.00	\$ 56.00	\$ 111,104.00
Kingsburg Transit	Intra City	2	4,834.00	\$ 56.00	\$ 270,704.00
	Saturday	1	416.00	\$ 56.00	\$ 23,296.00
Kingsburg-Reedley College Transit	Inter-City (to Reedley)	1	2,294.00	\$ 56.00	\$ 128,464.00
Mendota Transit	Intra City	1	1,984.00	\$ 56.00	\$ 111,104.00
Orange Cove Transit	Intra City	1	1,984.00	\$ 56.00	\$ 111,104.00
	Inter City (to Fresno)	1	2,542.00	\$ 56.00	\$ 142,352.00
Parlier Transit	Intra City	1	1,984.00	\$ 56.00	\$ 111,104.00
Reedley Transit	Intra City	3	5,952.00	\$ 56.00	\$ 333,312.00
	Saturday	1	416.00	\$ 56.00	\$ 23,296.00
Rural Transit	County	3	2,008.80	\$ 56.00	\$ 112,492.80
Sanger Transit	Intra-City	3	5,952.00	\$ 56.00	\$ 333,312.00
	Saturday	1	416.00	\$ 56.00	\$ 23,296.00
	Inter-City (to Reedley)	1	2,294.00	\$ 56.00	\$ 128,464.00
San Joaquin Transit	Intra City	1	1,984.00	\$ 56.00	\$ 111,104.00
Selma Transit	Intra City	4	7,936.00	\$ 56.00	\$ 444,416.00
	Saturday	1	416.00	\$ 56.00	\$ 23,296.00
Southeast Transit	Inter-City	1	2,170.00	\$ 56.00	\$ 121,520.00
Westside Transit	Inter-City	1	2,294.00	\$ 56.00	\$ 128,464.00
<b>TOTALS</b>		<b>44</b>	<b>74,399.20</b>	<b>--</b>	<b>\$ 3,970,220.80</b>
Fleet Insurance Costs					\$ 109,996.62
Annual Totals WITH Contractor-Provided Insurance					\$ 4,080,217.42