

ATTACHMENT E
AMENDMENT 1 TO AGREEMENT 2305 WITH
MV TRANSPORTATION

**AMENDMENT NO. 1
TO
AGREEMENT #2305
BETWEEN
KINGS COUNTY AREA PUBLIC TRANSIT AGENCY
AND
MV TRANSPORTATION, INC.**

This Amendment No. 1 to Agreement #2305 (this “Amendment”) is made and entered into as of February __, 2024 (the “Effective Date”) by and between Kings County Area Public Transit Agency (“KCAPTA”), and MV Transportation, Inc. (“Contractor”). KCAPTA and Contractor are each a “Party” and collectively referred to herein as the “Parties.”

RECITALS:

A. the Parties have entered into that certain Agreement #2305, dated July 1, 2023, pursuant to which Contractor provides certain operational and maintenance services for KCAPTA (the “Agreement”);

B. The Parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Amendments.

1.1 Section 9.1.A. FIXED HOURLY RATE. Section 9.1.A of the Agreement is hereby deleted and replaced in its entirety with the following:

“A fixed hourly rate, per vehicle revenue hour, per mode of transportation shall apply during the term of this contract as follows:

Base Years

<u>Service</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/2026</u>	<u>2026/2027</u>	<u>2027/2028</u>
Fixed Route	\$41.17	\$43.09	\$47.32	\$49.37	\$51.43
Paratransit	\$40.57	\$42.55	\$46.74	\$48.78	\$50.82
On-Demand (Micro Transit)	\$40.57	\$42.55	\$46.74	\$48.78	\$50.82

Option Years

<u>Service</u>	<u>2028/2029</u>	<u>2029/2030</u>	<u>2030/2031</u>
Fixed Route	\$53.98	\$56.28	\$58.41
Paratransit	\$53.70	\$55.97	\$58.09
On-Demand (Micro Transit)	\$53.70	\$55.97	\$58.09

Vehicle Revenue Hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers.

For **Fixed Routes Service**, Vehicle Revenue Hour shall be deemed to have commenced when a vehicle leaves KCAPTA's Transit Center or to provide the services required herein and shall not include any out-of-service vehicle time used for vehicle operator breaks or lunches. A Vehicle Revenue Hour shall terminate when a vehicle returns to KCAPTA Transit Center prior to any cleaning, servicing, or fueling of the vehicle. The hourly rate shall include vehicle operator wages, fringe benefits, indirect labor and all consumable material costs that can be tracked by Vehicle Revenue Hour.

For **Paratransit Service**, Vehicle Revenue Hours will be calculated based on the actual time that each revenue vehicle is in service and available to passengers.

For **On Demand (Micro Transit)**, Vehicle Revenue Hours are defined as the following:

- Routes supporting a deadhead of 30-minutes or less: Revenue starts at the published start time and bus is available for service and ends either at time the bus is not available for service or after the last customer drop off has occurred; whichever is later. It shall not include any out-of-service time used for vehicle operator breaks, lunches, or fueling.
- Routes supporting a deadhead of 30-minutes or more: Revenue starts when the bus leaves that gate of the yard and ends when the bus returns to the yard (gate to gate). It shall not include any out-of-service time used for vehicle operator breaks, lunches or fueling.

Vehicle Revenue Hours shall specifically exclude deadhead hours, including time for travel to and from storage facilities, changing routes, downtime for road call, fueling, vehicle inspections, driver training, and driver lunches, driver rest breaks, any time a vehicle is not available to passenger.

“Total hours” traveled by revenue vehicles consist of hours traveled when in revenue service and deadhead hours.”

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

3. Governing Law. This Amendment shall be governed by and construed under the laws of the State of California, without regard to principles of conflicts of law.

4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

KCAPTA:

Kings County Area Public Transit Agency

By: _____

Name: _____

Title: _____

CONTRACTOR:

MV Transportation, Inc.

By: _____

Name: _____

Title: _____