

**AMENDMENT NO. 1 TO NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
MV TRANSPORTATION, INC.
FOR
FLEX RIDES SHUTTLE PARATRANSIT SERVICES**

This **Amendment No. 1** (“Amendment”) is made by and between the City of San Leandro (“City”) and MV Transportation, Inc. (“Contractor”) (together sometimes referred to as the “Parties”) as of July 1, 2022, and amends that certain Non-Professional Services Agreement (“Agreement”) dated July 1, 2020, between the Parties.

WHEREAS, City and Contractor have executed the Agreement, pursuant to which Contractor has provided certain services to City with regard to FLEX RIDES Shuttle Paratransit Services; and

WHEREAS, the Parties desire to amend the Agreement to extend the term from July 1, 2022 – June 30, 2023 and to implement TripShot fixed route passenger application and in-vehicle technology,

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. Section 1.1 of the Agreement entitled “Term of Services” is hereby amended to extend the term from July 1, 2022, to June 30, 2023; and

2. Section 2 of the Agreement entitled “Compensation” is hereby amended to pay Contractor a sum not to exceed \$1,529,305.47, an increase of \$604,582.89; and

3. Exhibit A of the Agreement entitled “Scope of Services” is hereby amended to read:

Section S. FLEET REQUIREMENTS is replaced in its entirety by:

A. FLEET REQUIREMENTS

The CONTRACTOR will supply, fuel and maintain four (4) buses as dedicated in-service Flex Shuttle buses and provide sufficient spare capacity to ensure there are no service disruptions due to vehicle breakdown or accidents. CONTRACTOR will provide appropriate replacement vehicles as soon as possible but no more than sixty (60) minutes of a service disruption resulting from a vehicle breakdown or accident.

The Flex Shuttle Service currently operates with the following vehicles. Alternative configurations meeting all program needs would be considered:

- Lift equipped vehicles, including proper wheelchair tie-down equipment.
- The capability to operate on residential streets as well as retail and facility parking lots.
- Mobile radios linked to a base station.
- On-board cameras

- TripShot for Computer-Aided Dispatch / Automatic Vehicle Location (CAD/AVL) and Passenger Facing Technology

Make	Type of Vehicle(s)	Fuel Type	Lift/Ramp Equipment	Capacity		Number of Vehicles
				Ambulatory	Wheelchair	
2013 Ford E450 Cutaway Bus	Bus	Gas	Lift	14	5	2
2012 Ford E450 Cutaway Bus	Bus	Gas	Lift	14	4	2
2021 Ford E450 Cutaway Bus	Bus	Gas	Lift	16	2	2

The CONTRACTOR must provide to the CITY a detailed description of the vehicles that are used to provide service under this AGREEMENT including: current condition, year, make, model, mileage, number of seats (ambulatory, wheelchair), and number of wheelchair tie-downs. CONTRACTOR will make no substitution of equipment without the prior written approval of the CITY.

No primary in-service buses can be older than twelve years old. This restriction does not apply to designated back up buses. Newer vehicles are preferable.

In order to meet emissions standards, it is anticipated that the vehicles will be gasoline powered. (See Section 2.20 regarding Air Quality Standards)

CONTRACTOR shall not use vehicles that are used to provide general public taxi service to provide CITY paratransit services under this AGREEMENT, unless otherwise authorized in writing by the CITY.

4. Exhibit B of the Agreement entitled "Compensation Schedule & Reimbursable Expenses" is hereby amended to read:

Shuttle Service Operations FY 2022-2023

		Annual Cost
Hourly Fee \$89.71	Annual Hours 5,400	\$484,434.00
Monthly Fixed Fee	\$6,446.98	\$77,363.76
Total	Not to Exceed	\$561,797.76

Annual Hours – calculated as 9 hours per day, 3 days per week, 50 weeks per year and served by 4 buses (9*3*50*4=5,400).

Fixed fee – monthly depreciation on two buses

TripShot for Computer-Aided Dispatch / Automatic Vehicle Location (CAD/AVL) and Passenger Facing Technology

Description of one time charges:

Tablets (5)	\$1,194.00
Arkon powered mount (4)	\$779.74
Sales tax	\$162.83
Device implementation	\$3,452.80
TripShot Deployment	\$13,000
Airfare / Hotel Estimate	\$754
Total One Time Charges	\$17,206.80

Description of monthly reoccurring charges:

Tablet management – 4 tablets	\$153.48
TripShot Premium Service – 4 tablets	\$1,800
Total Monthly reoccurring charge	\$1,953.48

Total Year One Charges	\$42,785.13
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Assumptions:

- Installation of tablets into vehicles will occur during normal business hours.
- Tablet management includes the Verizon data plan, the mobile device management software, and tablet support
- Travel expenses are estimates only, but expenses would be charged as actuals.
- Recurring pricing is for a 12-month term.

5. All other terms shall remain in full force and effect.

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Amendment as of the date first written above. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

MV TRANSPORTATION, INC.

DocuSigned by:
Fran Robustelli
C063C023AF624E3...

Frances Robustelli, City Manager

DocuSigned by:
Marie Graul, Chief Financial Officer
CC80F4647A6F42E...

Marie Graul, Chief Financial Officer
Consultant's Signature

Attest:

DocuSigned by:
Kelly B. Clancy
F24D2CC77F54D6...

Leticia I. Miguel, City Clerk

for

DocuSigned by:


Budget Approved:

Approved as to Fiscal Authority:

DocuSigned by:
Susan Hsieh
838641B85C8E48C...

Susan Hsieh, Finance Director

Account Number: 157-36-001-5640 and 154-36-002-5640

Approved as to Form:

DocuSigned by:
Richard Pio Roda
7D44E38F6D6F470...

Richard D. Pio Roda, City Attorney

DocuSigned by:
Janelle Cameron
CE0D9909F094400...

Janelle Cameron, Assistant City Manager