

AMENDMENT NO. 1
TO AGREEMENT FOR PROVISION OF
TRANSPORTATION SERVICES

This Amendment No. 1 to the agreement entitled "Agreement for Provision of Transportation Services" ("Agreement") with effective date of July 1, 2013 is entered into by and between VENTURA COUNTY TRANSPORTATION COMMISSION ("VCTC"), hereinafter also referred to as "COMMISSION," and ROADRUNNER MANAGEMENT SERVICES, INC., a California corporation, hereinafter referred to as "CONTRACTOR," with reference to the following recitals of fact:

RECITALS

A. The COMMISSION and CONTRACTOR executed AGREEMENT for the CONTRACTOR to provide fixed route transit service (the "Transportation Service") and the vehicles required therefore (the "Transportation Equipment") effective July 1, 2013; and

B. The CONTRACTOR has contracted separately with the COMMISSION for the CONTRACTOR to provide the Transportation Service and Transportation Equipment; and

C. The COMMISSION has purchased fourteen (14) transit vehicles and now desires to provide them to the CONTRACTOR for provision of Transportation Service; and

D. The COMMISSION wishes to amend the Agreement to memorialize CONTRACTOR's responsibility to maintain the VCTC-owned fleet to the standards set forth in this amendment; and,

E. The COMMISSION and CONTRACTOR now desire to further extend the same Transportation Service agreement for ten (10) months and three (3) days, effective July 1, 2014, and continue to provide services previously provided without interruption;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree that the Agreement shall be amended in the following particulars:

1. Section 4. (Compensation) of Agreement is amended to read as follows:

4. COMPENSATION. Between the period of July 1, 2013 and June 30, 2014, the total compensation payable to the CONTRACTOR, by the COMMISSION, for performing the Transportation Operating Services is to be the sum of \$42.65 per hour (the "Hourly Rate"). Price per revenue hour is based on a \$4.20 per gallon cost for diesel fuel based on the US Energy Information Administration (<http://www.eia.gov/petroleum/gasdiesel>), for every \$.10 fuel prices rise over \$4.20 per gallon, a fuel surcharge of \$.80 per revenue hour will be applied. The COMMISSION is not obligated to pay the CONTRACTOR in excess of the Hourly Rate. The COMMISSION will pay the CONTRACTOR at the Hourly Rate, for the Transportation Services that the CONTRACTOR

has actually provided.

Effective July 1, 2014, the total compensation payable to the CONTRACTOR, by the COMMISSION, for performing the Transportation Operating Services is to be the sum of \$54.65 per hour (the "Hourly Rate"). Price per revenue hour is based on a \$4.20 per gallon cost for diesel fuel based on the US Energy Information Administration (<http://www.eia.gov/petroleum/gasdiesel>), for every \$.10 fuel prices rise over \$4.20 per gallon, a fuel surcharge of \$.80 per revenue hour will be applied. The COMMISSION is not obligated to pay the CONTRACTOR in excess of the Hourly Rate. The COMMISSION will pay the CONTRACTOR at the Hourly Rate, for the Transportation Services that the CONTRACTOR has actually provided.

2. Section 15 (Effective Date) of this Agreement is amended to read as follows:

15. EFFECTIVE DATE. This Agreement will be effective as of July 1, 2013. The provisions of Amendment NO. 1 to Agreement for Provision of Transportation Services will be effective as of July 1, 2014.

3. Section 17. (Maintenance of Equipment) of this Agreement is amended to read as follows:

17. MAINTENANCE OF EQUIPMENT. During the period between July 1, 2013 and June 30, 2014, the COMMISSION will not provide vehicles to the CONTRACTOR. The COMMISSION will provide the following equipment: fareboxes and Nextbus. The CONTRACTOR will be responsible for maintenance of vehicles and spares used in providing the services, and also, maintenance of other relevant equipment (e.g. fare collection equipment, wheelchair lifts, air conditioning systems) to provide safe and proper working conditions, :free from damage and malfunction. The COMMISSION will provide fourteen (14) MCI D4500 vehicles (VCTC VEHICLES) to the CONTRACTOR on or about January 1, 2015. The CONTRACTOR will maintain VCTC-VEHICLES in accordance with the maintenance provisions specified herein in ATTACHMENT III. VCTC-VEHICLES shall be made available to COMMISSION for inspection or their representatives upon request. The COMMISSION will continue to provide the following equipment: fareboxes and Nextbus. The CONTRACTOR will be responsible for maintenance of vehicles and spares used in providing the services, and also, maintenance of other relevant equipment (e.g. fare collection equipment, wheelchair lifts, air conditioning systems) to provide safe and proper working conditions, free from damage and malfunction.

4. Section 18. (Period of Contract and Rate Considerations) of this Agreement is amended to read as follows:

18. PERIOD OF CONTRACT AND RATE CONSIDERATIONS. Except as otherwise provided in any amendment to this Agreement or in any specific section of this Agreement, all services provided by this Agreement will commence on July 1, 2013 and

terminate upon completion of daily service on MAY 3, 2015. For any periods of extension of this Agreement, the COMMISSION may allow an increase in rates based on increased cost of labor, fuel, fuel oil or petroleum products, and/or because of unanticipated regulatory, license, tax or other costs implemented by government agencies. Also, any significant changes in the schedule or route resulting in a major change in the operating hours will be considered.

Any increase in labor costs must be substantiated by the CONTRACTOR. Any increase based on the increases in labor, fuel, oil or other petroleum products must be substantiated by valid purchase orders or other such contracts verifying that such increase is actual, unavoidable and beyond the control of the CONTRACTOR.

The CONTRACTOR will agree, upon request of the COMMISSION, to submit detailed cost breakdowns in order to permit verification of the request. This request for an increase in proposed fees for the coming fiscal year will be made no less than ninety (90) days prior to end of the preceding fiscal year.

5. A new attachment, Attachment III (Vehicle Maintenance and Inspection Requirements) is attached to this Agreement. The provisions of Attachment III shall become effective upon delivery of the motor coaches to CONTRACTOR, which date shall be memorialized by the parties in writing which writing shall be made an addendum to this Amendment No 1 upon execution by the parties.

IN WITNESS HEREOF, the parties hereto have caused this this Amendment No. 1 to be executed by their duly authorized representatives this_____ day of May 2014. Each party represents to the other party that this Agreement has been executed by a duly authorized agent of the party so representing.

COMMISSION:

**VENTURA COUNTY
TRANSPORTATION COMMISSION**

By: _____
Ralph Fernandez, Chairperson

CONTRACTOR:

**ROADRUNNER MANAGEMENT
SERVICES, INC.**

By: _____
Sumaia Sandlin, President

ATTEST:

Clerk of the Commission

APPROVED AS TO FORM:

Steven Mattas, General Counsel
Commission

APPROVED AS TO CONTENT:

Darren Kettle, Executive Director
Commission