

**FIFTH AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT**

This Fifth Amendment to the Mass Transit Management Agreement (this “Amendment”) is entered into as of May ___, 2020 (the “Effective Date”) by and between the City of Decatur of the State of Illinois (“City”) and MV Transportation, Inc., a California corporation (“Contractor”). City and Contractor may be referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

- A. The Parties have entered into the Mass Transit Management Agreement, dated as of July 1, 2014, as amended (the “Agreement”), pursuant to which Contractor provides transportation services to the City; and
- B. The Parties desire to amend the Agreement to reflect updated terms and agreements among the parties 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 intend to be legally bound and agree as follows:

- 1. Amendments. As of the Effective Date, the Agreement is hereby amended as follows:

- (a) Section 7. COMPENSATION.

- A. CITY Agency shall pay CONTRACTOR for services performed in accordance with the Agreement at the rates set forth on Appendix D.
- B. In addition to the compensation set forth on Appendix D, the CITY shall pay to Contractor an amount equal to \$56,146.00. These payments are the results of an agreement with MV Transportation for a temporary supplemental pay to transit employees, during this pandemic. Funding for this additional compensation, will be paid through the CARES Act grant to Transit. The City will continue to review the current situation surrounding COVID -19 to determine if we will continue to offer supplemental pay after May 31, 2020.

- (b) Appendix C.

- A. As of the Effective Date, Amendment Four, Appendix C, Scope of Services, Section A(4)(a) is hereby deleted to remove any reference to Synchronatics CAD/AVL for Fixed Route.
- B. Starting April 1, 2020, Contractor will provide a monthly credit to the City of \$3,994.00 through the end of the existing term, December 31, 2020. This credit

is the offset due to the elimination of the Synchromatics CAD AVL for Fixed Route scope deletion.

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

CITY:

City of Decatur, Illinois

By: _____

Name: _____

Title: _____

CONTRACTOR:

MV Transportation, Inc.

By: _____

Name: _____

Title: _____

APPENDIX C

SCOPE OF SERVICES

Effective January 1, 2020 Contractor shall manage and operate the Decatur Public Transit System, including, but not limited to the following functions and duties:

I. RESPONSIBILITIES OF CONTRACTOR

A. TRANSIT SYSTEM OPERATIONS

1. Provide staffing, dispatch, training, safety, ITS, vehicle operators, and maintenance services necessary to operate fixed route and paratransit service for the transit system
2. Days and hours of service: Monday through Friday, 5:30a.m. to 7:30pm; Saturday, 6:00a.m. to 7:30p.m. Any adjustments to the days and hours of service will be negotiated in good faith between the City and Contractor.
3. The Contractor will assist the City in establishing bus routes and bus schedules. Contractor may present initial plan ideas and recommend changes in, bus routes, schedules, headways, transfer methods, and other related transit issues
4. Upgrade and enhance current technology environment, including provision of the following systems:
 - a. Synchronatics CAD/AVL for Fixed Route
 - b. Trapeze PASS for Paratransit
 - c. Transit Miner for Paratransit
 - d. Drive Cam for all Service Vehicles
 - e. Mobileye for all Service Vehicles
5. Provide all necessary office supplies
6. Provide laptops and internet hotspots to management personnel as appropriate

B. PERSONNEL.

1. The Contractor shall be responsible for the employment and supervision of all employees necessary to perform the services of this Agreement. Such responsibilities include employee recruitment, screening, selection, training, (including customer service training). In the event of personnel changes in the contract manager's position, the City reserves the right to interview, evaluate and/or reject and proposed candidates.
2. Management and Control. The City of Decatur shall establish overall management and operational policy for transit services. The City will periodically consult with the Contractor on operational issues affecting service. All Contractor employees performing services on behalf of Contractor under this Agreement shall at all times be under Contractor's direction and control. Such employees shall at all times be employees of Contractor's wholly-owned subsidiary (MV Public Transportation, Inc.) and not employees or independent contractors of City. MV Public Transportation, Inc. shall pay all wages, salaries and other amounts due its employees, and shall be responsible for all reports and obligations

with respect to such employees, such as social security, income tax withholding, unemployment compensation, workers compensation insurance, and similar matters.

3. Drivers. All drivers shall hold, at all times, a valid commercial driver's license with all appropriate endorsements in accordance with all applicable state and federal laws and regulations. Drivers must pass an alcohol and drug screen administered in compliance with Federal Transit Administration regulations, and have safe driving records with no previous suspensions for moving violations.
4. Drug and Alcohol Testing. Contractor shall comply with and ensure all safety sensitive employees (including drivers, mechanics and dispatch personal) are subject to Contractor's standard drug and alcohol testing policies. Drivers and other Contractor employees are prohibited from reporting to work under the influence of drugs or alcohol, and/or consuming drugs or alcohol during their scheduled work shift, including break and meal periods. Any violation of this policy will be grounds for immediate termination and may result in a report to the appropriate law enforcement authorities.
5. Training. Contractor will provide ten (10) hours of training to all existing drivers.
6. Equal Employment Opportunity/Affirmative Action Employer. Contractor shall comply with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A.
7. Removal. City shall have the right to require the removal, for any reason, of any employee of Contractor from any work assignment under this Agreement.

C. SYSTEM PROCEDURES

1. Establishment and direction of proper procedures to be utilized in all areas for the proper performance of duties.
2. Development of reporting procedures and forms to facilitate record keeping.
3. Direction and supervision of all accounting, bookkeeping, auditing, and purchasing functions for the transit system employees
4. Securing all insurance coverage required herein
5. Providing accident investigation and resolution

D. PUBLIC RELATIONS

1. Sales of tickets, passes, etc. directly to the public
2. Investigation and handling of all complaints...Complaints will need to be placed in an electronic folder, accessible to the City and include resolutions to the matter.
3. Preparation and direction of advertising campaigns, sales promotions, and public relation projects.
4. Conduct and issue, at no cost to the City, an annual bus passenger survey, collecting data on demographics, how riders use the services, how satisfied they are with current services, and what other services they would prefer. An annual passenger miles traveled survey for both fixed route and paratran should be conducted once a year, prior to the end of the state fiscal year ending June 30th.

E. EQUIPMENT AND PROPERTY MAINTENANCE

1. Contractor shall lease from the City the revenue and non-revenue vehicles set forth on Attachment 1 hereto at the rate of \$1 per vehicle per month
2. Inspection and maintenance of vehicles and equipment
3. Recommendation of vehicle and major equipment purchases for transportation and maintenance operations
4. Direction and supervision of purchases of minor equipment, tools, supplies, etc. and purchases of parts, fuel, oil and lubricants
5. Studying vehicle operation and maintenance service to determine the adequacy of existing maintenance procedures and correction of procedures where necessary
6. Direction and supervision of building maintenance operations
7. Recommendation of building/structure corrections or additions as needed
- 8.

CONTRACTOR and CITY may mutually agree for CONTRACTOR to provide “Special Project” assistance. “Special Projects” shall include but are not limited to on-site bus construction inspecting, services to monitor bus driver performance, comprehensive transit system operational analysis and planning, or any other special programs requested of CONTRACTOR during the term of this Agreement. For each Special Project, the Parties shall mutually agree upon the cost, the work task plan, special project budget, and the special project tracking/reporting plan. Just for reference: The City of Decatur can utilize these services and amend the contract to include. However, the City cannot utilize any additional grant monies applied for special projects to be released to the Contractor. According to Federal and State regulations, there will need to be a competitive bidding process to allow for fair and open competition.

II. RESPONSIBILITIES OF CITY

A. FACILITIES

1. City will provide the following operating and bus facilities:

<i>Base Operations</i>	<i>Facility Address</i>
Administrative and maintenance	555 East Wood Street Decatur, Illinois 62523
Bus Transfer Center & Operation and Paratransit offices	353 Williams Street Decatur, Illinois 62523
Bus storage	100 Industrial Court Decatur, Illinois 62523

The City will be responsible for maintenance and upkeep of the facility, including any capital upgrades. With City’s prior approval, Contractor may perform facilities maintenance or engage third-party maintenance services and bill such services as a pass through.

2. City will indemnify, defend and hold harmless Contractor from any environmental condition, including any condition arising from the release of hazardous material, at any of City's facilities existing prior to Contractor's occupancy of such facilities or caused by any party other than Contractor.
3. City will provide property insurance for all existing facilities.
4. City will provide workstation equipment and services, including telephone service, radios, computers and internet.

B. VEHICLES

1. City will lease all revenue and non-revenue vehicles and related equipment to Contractor for \$1 per vehicle per month.
2. City will provide tools and equipment for maintenance of the revenue and non-revenue fleet.
3. City will provide all parts for revenue and non-revenue vehicles
4. City will provide parts for the facility to the extent such parts cost \$500 or greater; parts for the facility costing less than \$500 will be provided by Contractor
5. City will provide tires for all fixed route and paratransit vehicles
6. City will supply all fuel, lubricants and oils for revenue and non-revenue fleet

APPENDIX D
COMPENSATION

Contractor shall be paid a fixed monthly fee and per-revenue hour rate for variable costs. Revenue hour is defined as “gate to gate.” Billing will begin once the operator leaves the operations facility and ends at the time the operator returns to the yard. A revenue hour does not include the time associated with pre- and post-trip inspections, fueling and non-revenue service time.

Rates:

Monthly Fixed Fee: **\$208,587**

Fixed Route Variable Rate: **\$47.96/Revenue Hour**

Estimated Hours: **68,577**

Paratransit Variable Rate: **\$32.62/Revenue Hour**

Estimated Hours: **13,360**