

## SECOND AMENDMENT TO TRANSIT SERVICES AGREEMENT

This Second Amendment to the Transit Services Agreement (“**Second Amendment**”) between the VENTURA COUNTY TRANSPORTATION COMMISSION (“**VCTC**” or the “**COMMISSION**”) and ROADRUNNER MANAGEMENT SERVICES, INC. (“**Contractor**” and, together with VCTC, each, a “**Party**” and, collectively, the “**Parties**”) is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019 (“**Effective Date**”).

### RECITALS

WHEREAS, Contractor presently provides intercity bus transit services to VCTC under the Intercity Transit Services Agreement, dated November 26, 2014, by and between VCTC and Contractor (the “**Agreement**”), the initial term of which is set to expire on May 3, 2024; and

WHEREAS, on May 3, 2018, the Parties executed the First Amendment to the Transit Services Agreement (“**First Amendment**”);

WHEREAS, the fixed monthly rates included in Section 8(b) of the Agreement include the costs of vehicles leased or owned by Contractor for provision of the services; and

WHEREAS, pursuant to a separate Bill of Sale and Purchase Agreement for Motor Vehicles Agreement (“**Sale Agreement**”) VCTC will purchase from Contractor and Contractor will sell to VCTC certain vehicles used in the provision of intercity transit services that have been previously leased or owned by Contractor for that purpose; and

WHEREAS, as VCTC is purchasing the vehicles from Contractor, VCTC will no longer be required to pay for the costs of vehicles leased or owned by Contractor for provision of the services; and

WHEREAS, the Parties desire to modify the terms of the Agreement in order to reflect the reduction in costs payable by VCTC in light of the purchase of the vehicles; and

WHEREAS, the Parties also desire to amend Exhibit A “Scope of Work” to the Agreement in order to specify the average number of engine and/or transmission rebuilds that Contractor will be responsible for completing for the vehicles in a given year; and

WHEREAS, the Parties desire to amend Exhibit G “Vehicle Lease Agreement” to the Agreement in order to incorporate all thirty-six (36) vehicles owned by VCTC.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and VCTC agree to modify the Agreement as follows:

### AGREEMENT

- 1. Amendment to Section 2(e) of the First Amendment modifying Section 8(b) of Agreement.** The Price Formula shown in Section 2(e) of the First Amendment modifying Section 8(b) of the Agreement is hereby replaced with the following:

- i. The fixed monthly rates stated in Section 2(e) of the First Amendment modifying Section 8(b) the Agreement are hereby amended and restated as follows:

<b>Rate</b>	<b>Period</b>
\$263,467	Effective Date to February 29, 2020
\$271,250	March 1, 2020 to February 28, 2021
\$274,947	March 1, 2021 to February 28, 2022
\$284,117	March 1, 2022 to February 28, 2023
\$290,406	March 1, 2023 to February 29, 2024
\$292,242	March 1, 2024 to April 30, 2024
\$292,242	May 1, 2024 to May 3, 2024 (with appropriate pro-ration of the fixed monthly rate)

- 2. **Amendment to Exhibit A “Scope of Work” regarding Engine and Transmission Rebuilds.** Exhibit A to the Agreement entitled “Scope of Work” is hereby amended to specify the average number of engine and/or transmission rebuilds that the Contractor will be responsible for completing in a given year.

- A. **Section 7.7.1.10. ENGINES AND TRANSMISSION REBUILD UPDATE.** Section 7.7.1.10 is hereby amended as follows with additions in double-underline and deletions in ~~strikethrough~~:

CONTRACTOR shall be responsible for preparing and updating, on a quarterly basis, a list of all engine and transmission rebuilds and the completion dates for each rebuild on each VCTC provided vehicle. CONTRACTOR shall also provide an annual report representing the total engine and transmission rebuilds for the year and the completion dates of each. Notwithstanding anything to the contrary specified elsewhere in the Agreement, on average, the Contractor is responsible for completing either two (2) engine rebuilds or two (2) transmission rebuilds, or one (1) of each per year, unless VCTC determines, in its sole discretion, that fewer rebuilds are necessary in light of actual vehicle conditions.

- 3. **Amendment to Exhibit G “Vehicle Lease Agreement” to Incorporate Newly-Purchased Buses.** Exhibit G to the Agreement entitled “Vehicle Lease Agreement” is hereby amended as shown below to incorporate additional vehicles purchased by VCTC that it wishes to lease to Contractor for its use in providing the intercity bus transit services.

- A. **Second Recital.** The second recital is hereby amended as follows with additions in double-underline and deletions in ~~strikethrough~~:

WHEREAS, VCTC has purchased ~~fourteen (14)~~ thirty-six (36) over the road motor coaches for the provision of Intercity Fixed Route Transportation Services (hereinafter "Vehicle(s)"); and

- B. **Section 1 Vehicle Acceptance.** Section 1 is hereby amended as follows with additions in double-underline and deletions in ~~strikethrough~~:

1. Vehicle(s) Acceptance

VCTC agrees to lease ~~fourteen (14)~~ thirty-six (36) Vehicle(s) listed on the Vehicle Schedule (Attachment A) to Contractor in accordance with the terms set forth in this Agreement. Upon delivery of the Vehicle(s), the parties will jointly execute a vehicle acceptance document specifying the condition of the Vehicle(s). Contractor shall assume all risk and responsibility for the Vehicle(s) thereafter until returned to VCTC. Vehicle(s) shall be returned to VCTC in the same condition as originally delivered, except for ordinary wear and tear. "Ordinary wear and tear" shall be as defined in Section 18 (below) as solely determined by VCTC.

- C. **Attachment A.** Attachment A "Vehicle Schedule" to Exhibit G is hereby repealed and replaced with a new Attachment A attached hereto and incorporated herein.

4. **VCTC Representations.** The COMMISSION makes the following representations and warranties to Contractor:

- A. the Agreement complies with all applicable VCTC agency regulations;
- B. this Second Amendment has been duly authorized and approved by the VCTC Board of Commissioners;
- C. the Agreement is the valid and binding obligation of the COMMISSION, enforceable in accordance with its terms; and
- D. The VCTC Chairperson is authorized to execute this Second Amendment on behalf of the COMMISSION.

5. **Miscellaneous Provisions**

- A. **Incorporation of Recitals into this Agreement.** The Recitals set forth above are fully and completely incorporated into this Second Amendment.
- B. **Binding Effect.** This Second Amendment shall be binding on, and inure to the benefit of the successors and assigns of the Parties. Nothing in this Second Amendment, express or implied, is intended to confer upon any person other than the Parties hereto, any rights or benefits under or by reason of this First Amendment.
- C. **Integration Clause.** This Second Amendment, along with the Agreement, represents and contains the entire agreement and understanding among the Parties with respect to the subject matter of this Second Amendment, and supersedes any and all prior oral and written agreements and understandings, and no representation, warranty, condition, understanding or agreement of any kind with respect to the

subject matter hereof shall be relied upon by the Parties unless incorporated herein. Except as expressly modified by the terms of this Second Amendment, the terms of the Agreement shall remain in full force and effect. References to the “Agreement” in the Agreement or this Second Amendment shall be deemed to be references to the Agreement, as amended by the First and Second Amendments.

- D. **Construction.** Because each Party and counsel for each Party have reviewed this Second Amendment, it is agreed that the rule that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Second Amendment. In the event that one or more of the provisions or portions of this Second Amendment is determined to be illegal or unenforceable, the remainder of this Second Amendment shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law. This Second Amendment is entered into in the State of California and shall be construed and interpreted in accordance with its laws.
- E. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument. Facsimile signatures shall be as valid as original signatures.
- F. **Captions.** Paragraphs, titles, or captions are designated for convenience only and shall in no way define, limit, extend, or describe the scope of this Second Amendment.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have set their hand hereunto on the date(s) set forth below.

**Ventura County Transportation Commission**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2019

**Roadrunner Management Services, Inc.,** a wholly owned subsidiary of RATP Dev USA, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2019

ATTEST:

\_\_\_\_\_  
Donna Cole  
Clerk of the Commission  
Date: \_\_\_\_\_, 2019

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven Mattas  
General Counsel of the Commission  
Date: \_\_\_\_\_, 2019

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Darren Kettle  
Executive Director of the Commission  
Date: \_\_\_\_\_, 2019

3242399.1

**ATTACHMENT A—Vehicle Schedule**

Amended Attachment A to Exhibit G to the Intercity Transit Services Agreement to incorporate all 36 buses purchased by VCTC

<b>Unit #</b>	<b>Year, Make, Model</b>	<b>Veh ID Number (VIN)</b>
301	2015 MCI D4500	1M8PDMBA8FP013550
302	2015 MCI D4500	1M8PDMBAXFP013551
303	2015 MCI D4500	1M8PDMBA1FP013552
304	2015 MCI D4500	1M8PDMBA3FP013553
305	2015 MCI D4500	1M8PDMBA5FP013554
306	2015 MCI D4500	1M8PDMBA7FP013555
307	2015 MCI D4500	1M8PDMBA9FP013556
308	2015 MCI D4500	1M8PDMBA0FP013557
309	2015 MCI D4500	1M8PDMBA2FP013558
310	2015 MCI D4500	1M8PDMBA4FP013559
311	2015 MCI D4500	1M8PDMBA0FP013560
312	2015 MCI D4500	1M8PDMBA2FP013561
313	2015 MCI D4500	1M8PDMBA4FP013562
314	2015 MCI D4500	1M8PDMBA6FP013563
330	2016 MCI D4500	1M8PDMBAXGP014104
331	2017 MCI D4500	1M8PDMBA1HP014445
332	2017 MCI D4500	1M8PDMBA3HP014446
333	2019 MCI D4500	1M8PDMBA5KP015430
334	2019 MCI D4500	1M8PDMBA5KP015431
335	2019 MCI D4500	1M8PDMBA5KP015432
315	2015 MCI D4505	1M86DMBA4FP013752
316	2015 MCI D4505	1M86DMBA6FP013753
317	2015 MCI D4505	1M86DMBA8FP013754
318	2015 MCI D4505	1M86DMBAXFP013755
319	2015 MCI D4505	1M86DMBA1FP013756
320	2015 MCI D4505	1M86DMBA3FP013757
321	2015 MCI D4505	1M86DMBA5FP013758
322	2015 MCI D4505	1M86DMBA7FP013759
323	2015 MCI D4505	1M86DMBA3FP013760
324	2015 MCI D4505	1M86DMBA5FP013761
325	2015 MCI D4505	1M86DMBA7FP013762
326	2014 Volvo 9700	3CET25224E5165478
981	2014 Volvo 9700	3CET2S220E5163100
983	2013 Volvo 9700	3CET2S226D5159700
986	2013 Volvo 9700	3CET2S225D5160756
988	2013 Volvo 9700	3CET2S221D5159698