

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Ninth Amendment**

**Contract No. SFMTA-2016-17 (FTA)**

THIS NINTH AMENDMENT (Amendment) is made as of December 5, 2025, in San Francisco, California, by and between **Transdev Services, Inc.** (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor have entered into the Agreement (as defined below).
- B. On July 1, 2016, City and Contractor entered into a Paratransit Broker and Operating Agreement (the Agreement), with a term of five years, and an option to extend the term for an additional five years.
- C. On April 30, 2017, the parties executed the First Amendment to the Agreement (1) to delete Section 10.8 (Health Care Accountability Ordinance); (2) to add clauses that were inadvertently omitted from Appendix D to the Agreement and (3) to correct Exhibit E by retitling it Appendix E and correcting the SBE goal.
- D. On May 25, 2017, the parties executed the Second Amendment to the Agreement (1) to provide for the City to lease to Contractor 22 additional accessible minivans and 27 additional paratransit vans for use in the SF Access Program; (2) to eliminate references to mandatory subleasing of the Vehicles and (3) to eliminate references to lease payments.
- E. On June 1, 2017, the parties executed the Third Amendment to the Agreement to amend Appendix B of the Agreement to reflect the changes in the budget due to the expanded level of service provided by the Contractor in the Group Van Program.
- F. On May 16, 2019, the parties executed the Fourth Amendment to the Agreement to provide for the City to lease to Contractor 8 additional paratransit vans and 10 additional hybrid sedans for use in the SF Access and Group Van Program.
- G. On February 6, 2020, the parties executed the Fifth Amendment to the Agreement to provide for the City to lease to Contractor 35 additional paratransit vans for use in the SF Access and Group Van Program.
- H. On June 23, 2021, the parties executed the Sixth Amendment to amend the Agreement to exercise the option to extend the contract for an additional five- year period, increasing the

Agreement amount by \$169,395,342, to a total not to exceed \$312,297,446, and for a term beginning July 1, 2021, and ending June 30, 2026.

- I. On April 1, 2022, the parties executed the Seventh Amendment to the Agreement to provide for the City to lease to Contractor 22 additional paratransit vans for use in the SF Access and Group Van Programs.
- J. On January 1, 2024, the parties executed the Eighth Amendment to the Agreement to provide for the City to lease to Contractor 7 additional paratransit vans for use in the SF Access and Group Van Programs.
- K. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to lease to Contractor 65 additional paratransit vans for use in the SF Access and Group Van Programs.
- L. This is a contract for Services. Contractor committed 10% to Small Business Enterprise (SBE) and/or Disadvantaged Business Enterprise(s) (DBEs), and this Amendment is consistent with that requirement.

NOW, THEREFORE, Contractor and the City agree as follows:

## **Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1      **Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2016, between Contractor and City, as amended by the:

First Amendment, dated April 30, 2017, and  
Second Amendment, dated May 25, 2017, and  
Third Amendment, dated June 1, 2017, and  
Fourth Amendment, dated May 16, 2019, and  
Fifth Amendment, dated February 6, 2020, and  
Sixth Amendment, dated June 23, 2021, and  
Seventh Amendment, dated April 1, 2022, and  
Eighth Amendment, dated January 1, 2024.

1.2      **San Francisco Labor and Employment Code.** As of January 4, 2024, San Francisco Administrative Code Chapters 21C (Miscellaneous Prevailing Wage Requirements), 12B (Nondiscrimination in Contracts), 12C (Nondiscrimination in Property Contracts), 12K (Salary History), 12P (Minimum Compensation), 12Q (Health Care Accountability), 12T (City

Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 12U (Sweatfree Contracting) are redesignated as Articles 102 (Miscellaneous Prevailing Wage Requirements), 131 (Nondiscrimination in Contracts), 132 (Nondiscrimination in Property Contracts), 141 (Salary History), 111 (Minimum Compensation), 121 (Health Care Accountability), 142 (City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions), and 151 (Sweatfree Contracting) of the San Francisco Labor and Employment Code, respectively. Wherever this Agreement refers to San Francisco Administrative Code Chapters 21C, 12B, 12C, 12K, 12P, 12Q, 12T, and 12U, it shall be construed to mean San Francisco Labor and Employment Code Articles 102, 131, 132, 141, 111, 121, 142, and 151, respectively.

1.3 **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**Article 2 Modifications to the Agreement**

The Agreement is modified as follows:

2.1 **Section 13.1.11, 2023-25 Vehicle Purchase.** A new Section 13.1.11 is added to the Agreement to read as follows:

**13.1.11 2023-25 Vehicle Purchase.** Through the CalAct-approved MBTA Purchasing Cooperative, the City purchased from A-Z Bus Sales, 31 Type B (350HD) and 20 Type B (E450) paratransit vans. Additionally, the City purchased from Davey Coach, 13 Type B (350HD) and one Type B (E450) paratransit vans.

2.2 **Article 13, Table 1: Subleases of City-Owned Vehicles.** Article 13, Table 1: Subleases of City-Owned Vehicles is replaced in its entirety to read as follows:

**Table 1: Leases of City-Owned Vehicles  
(Still in Use)**

<b>Vehicle Year</b>	<b># of Vehicles</b>	<b>Dealer</b>	<b>Manufacturer</b>	<b>Vehicle Type</b>	<b>Useful Life</b>
2000	1	Negherbon Lincoln-Mercury	Mercury	Minivan	April 2000 – April 2005
2014	1	A-Z Bus Sales	Dodge/Braun	Minivan	June 2014 - June 2018
2017	9	A-Z Bus Sales	Dodge/Braun	Minivan	May 2017 – May 2021

Vehicle Year	# of Vehicles	Dealer	Manufacturer	Vehicle Type	Useful Life
2019	5	Wondries Fleet	Toyota	Sedan	April 2019 - April 2024
2019	35	A-Z Bus Sales	Glaval	Type B van (350HD)	February 2020 – February 2025
2021	22	A-Z Bus Sales	Glaval	Type B van (E450)	April 2022 – April 2027
2023	5	Davey Coach	Turtle Top	Type B van (E450)	November 2023 - November 2028
2023	1	Davey Coach	Turtle Top	Class B van (T350)	November 2023 - November 2028
2023	1	Davey Coach	New England Wheels	RAM Promaster	February 2025 - February 2029
2023	26	A-Z Bus Sales	Glaval	Type B van (350HD)	March 2024 - March 2029
2024	5	A-Z Bus Sales	Glaval	Type B van (350HD)	March 2025 - March 2030
2024	13	Davey Coach	Turtle Top	Type B van (350HD)	March 2025 - March 2030
2024	20	A-Z Bus Sales	Glaval	Type B van (E450)	May 2025 – May 2030
2025	1	Davey Coach	Optimal EV	Type B van (E450 EV)	September 2025 - September 2030

### Article 3 Updates of Standard Terms to the Agreement

The Agreement is hereby modified as follows:

3.1 **Article 1: Definitions.** A new Section 1.62 is added to the Agreement to read as follows:

**1.62 “Confidential Information”** means confidential City information including, but not limited to, personal-identifiable information (PII), protected health information (PHI), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and

information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M). Confidential Information includes, without limitation, City Data.

3.2 **Section 7.3: Withholding.** A new Section 7.3 is added to the Agreement to read as follows:

**7.3 Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

3.3 **Section 10.12: Limitations on Contributions.** Section 10.12 of the Agreement is replaced in its entirety to read as follows:

**10.12 Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (1) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of

the persons required to be informed to the City department with whom it is contracting.

3.4 **Section 10.16: Public Access to Nonprofit Records and Meetings.** Section 10.16 of the Agreement is replaced in its entirety to read as follows:

**10.16 Nonprofit Contractor Requirements**

**10.16.1 Good Standing.** If Contractor is a nonprofit organization, Contractor represents that it is in good standing with the California Attorney General's Registry of Charitable Trusts and will remain in good standing during the term of this Agreement. Contractor shall immediately notify City of any change in its eligibility to perform under the Agreement. Upon City's request, Contractor shall provide documentation demonstrating its compliance with applicable legal requirements. If Contractor will use any subcontractors to perform the Agreement, Contractor is responsible for ensuring they are also in compliance with the California Attorney General's Registry of Charitable Trusts for the duration of the Agreement. Any failure by Contractor or its subcontractors to remain in good standing with applicable requirements shall be a material breach of this Agreement.

**10.16.2 Public Access to Nonprofit Records and Meetings.** If Contractor is a nonprofit organization, provides Services that do not include services or benefits to City employees (and/or to their family members, dependents, or their other designated beneficiaries), and receives a cumulative total per year of at least \$250,000 in City or City-administered funds, Contractor must comply with the City's Public Access to Nonprofit Records and Meetings requirements, as set forth in Chapter 12L of the San Francisco Administrative Code, including the remedies provided therein.

3.5 **Section 11.16: Notification of Legal Requests.** A new Section 11.16 is added to the Agreement to read as follows:

**11.16 Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests (Legal Requests) related all data given to Contractor by City in the performance of this Agreement (City Data or Data), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after Contractor receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation,

any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

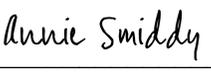
**Article 4      Effective Date**

Each of the modifications set forth in Articles 2 and 3 shall be effective on and after the date of this Amendment.

**Article 5      Legal Effect**

Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<b>CITY</b>	<b>CONTRACTOR</b>
<p><b>San Francisco Municipal Transportation Agency</b></p> <p></p> <hr/> <p>Julie B. Kirschbaum Director of Transportation</p> <p>Approved as to Form:</p> <p>David Chiu City Attorney</p> <p>By: </p> <hr/> <p>Annie Smiddy Deputy City Attorney</p>	<p><b>Transdev Services, Inc.</b></p> <p></p> <hr/> <p>Laura Hendricks Chief Executive Officer 720 East Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p></p> <hr/> <p>Mathieu Le Bourhis Chief Financial Officer 720 East Butterfield Road, Suite 300 Lombard, IL 60148-5601</p> <p>City Supplier Number: 0000009263</p>

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