

**SECOND AMENDMENT TO
PARATRANSIT BROKER AND OPERATING AGREEMENT
BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND TRANSDEV SERVICES, INC.**

**Contract No. SFMTA 2016-17
CCO No. 15-1367**

THIS SECOND AMENDMENT TO PARATRANSIT BROKER AND OPERATING AGREEMENT is made and entered into this 25 day of May, 2017, between the City and County of San Francisco, a municipal corporation (City), acting through its Municipal Transportation Agency (SFMTA), and Transdev Services, Inc. (Contractor).

- A. On July 1, 2016, City and Contractor entered into a Paratransit Broker and Operating Agreement (the Agreement).
- B. 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.
- C. The parties wish to further amend the Agreement 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 and to eliminate references to subleasing of the vehicles, as Contractor intends to exclusively operate the vehicles through its Transit Division.
- D. The City also wishes to eliminate references to lease payments; as payments to the Contractor are structured on a "cost plus fixed fee" basis; the SFMTA will lease the Vehicles to the Contractor so that the Contractor does not have to acquire Vehicles and charge the City associated costs.

NOW, THEREFORE, Contractor and the City agree that the Agreement is amended as follows:

1. *The above Recitals are incorporated to the extent not inconsistent with either the Agreement or this Amendment.*

2. *A new Section 13.1.6 (2017 Vehicle Purchase) is added to the Agreement to read as follows:*

13.1.6 2017 Vehicle Purchase. Through the Caltrans-approved MBTA Purchasing Cooperative, City purchased from A-Z Bus Sales, Inc., 22 Dodge/Braun accessible minivans and 27 Type B paratransit vans (manufactured by Glaval). The 27 paratransit vans will replace the one hybrid van purchased in 2011 and the 26 paratransit vans purchased in 2012.

3. *Table 1 (Subleases of City-Owned Vehicles) of Agreement is replaced in its entirety to read as follows:*

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

Vehicle Year	# of Vehicles	Dealer	Manufacturer	Vehicle Type	Lease Payment Term
2006	14	Creative Bus Sales	El Dorado	Type II van	September 2006 - September 2011
2008	5	Creative Bus Sales	El Dorado	Type II van	August 2008 - August 2013
2008	8	Bus West	Starcraft	Type II van	December 2008 - December 2013
2008	7	Bus West	Starcraft	Type II van	March 2009 - February 2014
2008	3	Bus West	Starcraft	Type III van	March 2009 - February 2014
2011	1	Creative Bus Sales	Goshen	Type II hybrid van	July 2011 – July 2016
2012	26	Bus West	Elkhart Coach	Type B van	June 2012 – June 2017
2014	6	A-Z Bus Sales	Dodge/Braun	Minivan	June 2014 – June 2018
2014	35	A-Z Bus Sales	Glaval	Type B van	June 2014 – June 2019
2017	22	A-Z Bus Sales	Dodge/Braun	Minivan	May 2017 – May 2021
2017	27	A-Z Bus Sales	Glaval	Type B van	August 2017 – August 2022

4. *Sections 13.4 [Sublease by Contractor (Van Agreements)] is replaced in its entirety to read as follows:*

13.4 Sublease by Contractor (Van Agreements. If agreed to by City, Contractor may sublease one or more vans during the term of this Agreement to those van Transportation Service Providers participating in the Program (Subleases), until the Vehicles are retired as provided in Section 13.13 below (even though the Vehicle(s) may have exceeded their useful life). At a minimum, the Subleases shall include provisions for (a) a regular maintenance and repair program for the Vehicles; (b) reporting requirements for ADA van trips; (c) insurance and indemnification, as provided in this

Lease Agreement; (d) a discounted cost for trips in lieu of Sublease payments; and (e) incentives to enhance the quality of service to paratransit Customers.

The terms of each Sublease are subject to approval by City prior to execution of the Sublease between Contractor and its Service Providers. If any such Service Provider violates, in a material respect, any provision of its Sublease governing use of the Vehicles, Contractor, with approval of City, may terminate that Sublease. In that event, Contractor, with approval of the SFMTA, may transfer use of the Vehicles to another Service Provider that is not in violation of any material provisions of its Sublease. If Contractor elects not to terminate a Service Provider for a material violation of a Sublease, the City may direct Contractor to terminate the Sublease, and in that event, Contractor shall comply with the City's directive.

5. *Sections 13.5 (Extension of Subleases) and 13.6 (Lease Payments) of the Agreement are deleted and shall be designated as "Reserved."*

6. *Section 13.7 is replaced in its entirety to read as follows:*

13.7 Obligations of Contractor. With respect to the lease of the Vehicles, Contractor shall:

13.7.1 Maintain and repair the vans in safe and reliable condition, according to the standards set forth in Appendix A, Attachment 1. Contractor shall have an independent inspection of the Vehicles conducted in accordance with the requirements in Appendix A, Part VIII, Task 21, in addition to oversight by SFMTA Fleet Maintenance staff.

13.7.2 In the event it has subleased Vehicle(s), include language in each Sublease requiring the Vehicles to be operated in a safe manner consistent with all applicable provisions of Federal, State and local laws, and requiring that the sublessee, at its own cost, properly maintain and repair the Vehicles, according to the standards set forth in Appendix A, Attachment 1.

13.7.3 Report to City within seven Days any occurrence that will prevent compliance with this section (*e.g.*, accident rendering the Vehicle inoperative, mechanical deterioration to the extent that repair is infeasible).

13.7.4 Upon termination of this Agreement, unless otherwise authorized by the City in writing, Contractor shall deliver (and require any sublessee to deliver) the Vehicles in good working condition and in good repair to City or City's authorized representative at a location to be designated by City.

13.7.5 Take commercially reasonable steps to monitor and compel each sublessee's compliance with all sublease requirements.

7. *Section 13.12 (Transfer of Vehicle) is replaced in its entirety to read as follows:*

13.12 Transfer of Vehicle. Contractor shall not transfer or otherwise dispose of the Vehicles during the pendency of this Agreement without the written approval of the Director of Transportation or his or her designee.

8. *Effective Date.* Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

9. *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, the parties hereto have executed this Amendment on the day first mentioned above.

CITY Municipal Transportation Agency  Edward D. Reiskin Director of Transportation Approved as to Form: Dennis J. Herrera City Attorney By:  Robin M. Reitzes Deputy City Attorney n:\ptc\as2017\1000378\01191735.docx	CONTRACTOR Transdev Services, Inc.  Mike Murray President 720 East Butterfield Road, Suite 300 Lombard, IL 60148-5601 City vendor number: 81173
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