

**AMENDMENT NO. 6 TO AGREEMENT BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND TRANSDEV SERVICES, INC.**

THIS AMENDMENT NO. 6 TO AGREEMENT is made and entered into this ____ day of January, 2016, between the City and County of San Francisco, a municipal corporation (City), acting through its San Francisco Municipal Transportation Agency (SFMTA), and Transdev Services, Inc. (Contractor).

RECITALS

A. On April 1, 2010, the City entered into an agreement with Contractor to provide paratransit broker services to administer the City's Paratransit Program (Agreement), for a term beginning April 1, 2010, and ending June 30, 2015, with an option to extend the Agreement for an additional five years.

B. On April 1, 2010, the parties executed Amendment No. 1 to Agreement, in which the Contractor agreed to participate in the SFMTA's deficit reduction program by reducing specified Administrative Expenses under the Agreement by three percent. The Amendment also included various federally required clauses that were inadvertently omitted from the Agreement.

C. On June 1, 2011, the parties executed Amendment No. 2, which amended the Agreement to provide for the City to lease to Contractor one accessible hybrid van ("hybrid van") for use in the Paratransit Program, to be used to test the hybrid technology in San Francisco's operating environment.

D. On May 31, 2012, the parties executed Amendment No. 3, which amended the Agreement to provide for the City to lease to Contractor 26 additional accessible vans for use in the SF Access Program, to remove from the contract a subcontractor that had gone out of business, and to revise the incentive/disincentive plan to make it more reasonably attainable, while remaining consistent with SFMTA's expectations and encouraging the delivery of excellent service.

E. On August 29, 2014, the parties executed Amendment No. 4, which amended the Agreement to provide for the City to lease 35 additional accessible vans for use in the SF Access Program, corrected an error in the amount of the management fee for the Contractor, and recognized the name change of the Contractor from Veolia Transportation Services, Inc. to Transdev Services, Inc. In addition, the Contractor agreed to assume the expanded transportation responsibilities previously performed by the Contractor's former subcontractor, MV Transportation, through the duration of this Agreement.

F. On June 12, 2015, the parties executed Amendment No. 5, which amended the Agreement to extend the Agreement for one year in order for the SFMTA to complete a process for the competitive solicitation and award of a new paratransit brokerage contract without interruption to the paratransit program.

G. The parties now wish to amend the Agreement to increase the amount of the contract by \$8,200,000 to \$126,799,710 in order to cover the Contractor's expenses through the remainder of the term of the contract.

IT IS MUTUALLY AGREED that all other terms and conditions of Agreement shall remain in full force and effect and that Agreement is amended to read as follows:

1. Section 5 of Agreement (Term of the Agreement) is amended to read as follows:

5.1. **Amount of Contract.** Compensation under this Agreement shall be based on a costs plus fixed fee structure, in accordance with the annual approved budgets, as described above. In no event shall the amount of this Agreement exceed One Hundred Twenty-Six Million, Five Hundred Ninety-Nine Thousand, Seven Hundred Ten Dollars (\$126,799,710), including the Management Fee, for the entire term of the Agreement. Further breakdown of Administrative Expenses and Management Fees associated with this Agreement is listed in Appendix B.

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

3. 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 No. 6 on the day first mentioned above.

<p>CITY</p> <p>San Francisco Municipal Transportation Agency</p> <p>_____</p> <p>Edward D. Reiskin Director of Transportation</p>	<p>CONTRACTOR</p> <p>Transdev Services, Inc.</p> <p>_____</p> <p>Mike Murray President & COO Transdev Services, Inc. 720 E. Butterfield Road, Suite 300 Lombard, IL 60148-5601</p>
<p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____</p> <p>Robin M. Reitzes Deputy City Attorney</p>	<p>City vendor number: 81173</p>
<p>Authorized by:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p>Roberta Boomer, Secretary</p> <p>Board of Supervisors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____</p> <p>Clerk of the Board</p>	