

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR
 TRANSIT OPERATIONS AND SERVICES BETWEEN FORT BEND
 COUNTY AND FIRST TRANSIT, INC PURSUANT TO RPF 18-057**

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and First Transit, Inc., (hereinafter “Contractor”), a company authorized to conduct business in the State of Texas.

WHEREAS, the parties executed and accepted that certain Agreement for Transit Operations and Services on March 26, 2019 pursuant to RFP 18-057, (hereinafter “Agreement”), as amended by document executed on July 7, 2020 (hereinafter “Amendment”); and

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law to provide emergency assistance in support of Public Transportation capital, operating and other expenses generally eligible under the Federal Transit Administration programs to prevent, prepare for, and respond to COVID-19.

WHEREAS, the COVID-19 pandemic has significantly and negatively impacted the number of Public Transportation service hours operated resulting in the Contractor temporarily reducing its personnel; and

WHEREAS, the parties desire to amend the Agreement to mitigate these negative impacts through a temporary equitable rate adjustment for the Service impacts of the COVID-19 pandemic-related Service disruption.

NOW, THEREFORE, the parties do mutually agree as follows:

1. The representations, covenants and recitations set forth in the foregoing recitals are material to this Second Amendment and are incorporated into this Second Amendment.
2. For purposes of this Second Amendment, the average daily Pre-COVID-19 Service hours apply:
 - A. 142 daily hours for Commuter Service (“Average Daily Pre-COVID-19 Commuter Service Hours”); and
 - B. 227 daily hours for Demand Service (“Average Daily Pre-COVID-19 Demand Service Hours”).

3. Effective April 6, 2020, the County shall pay the Contractor adjusted rates for services not operated due to COVID-19 as determined herein until:
 - A. The actual average daily hours equal or exceed the Average Daily Pre-COVID-19 Commuter Service Hours and Average Daily Pre-COVID-19 Demand Service Hours, on two successive invoices; or
 - B. The County's CARES Act funding allocated to cover COVID-19 Hours is no longer available; or
 - C. The County makes a permanent service adjustment, whichever occurs sooner.
4. COVID-19 Service Hours shall be billed as reflected in the Cost Matrix attached hereto as Exhibit "A" and as follows:
 - A. Up to 142 daily hours at \$32.60 per hour for Commuter Service; and
 - B. Up to 227 daily hours at \$33.86 per hour for Demand Service.
5. Contractor and County agree that guidance and allowances are still being developed by the Federal Transit Administration (FTA) for expenses under the CARES Act. As such the rate provided for COVID-19 may need to be adjusted.
 - A. County agrees to increase the rate for new rate elements which may be allowed by the Federal Transit Administration under future guidance;
 - B. Contractor agrees to reimburse County for rate elements determined by Federal Transit Administration as ineligible under the CARES Act; and
 - C. Such COVID-19 rate adjustments shall be made as guidance is issued and effected on the next billing period throughout the course of the Agreement without further amendment.
6. Actual hours of operation shall be billed at the standard rates under the Agreement.
7. COVID-19 Hours shall be calculated on a bi-weekly invoice with the actual hours of operation, up to the respective Average Daily Pre-COVID-19 Service Hours.
8. Upon execution of this Second Amendment, the Contractor shall submit one invoice to the County for all COVID-19 Hours for service dating back to April 6, 2020.

9. BY ACCEPTANCE OF THIS SECOND AMENDMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

Except as provided herein, all terms and conditions of the Agreement and the Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the final party.

FORT BEND COUNTY

FIRST TRANSIT, INC

KP George
County Judge KP George

John Mathews John Mathews

Date 7/28/2020

Authorized Agent - Printed Name

ATTEST:



Senior Vice President

Title

Laura Richard

7/8/20

Date

Laura Richard, County Clerk

Perri D'Armond

Perri D'Armond, Director,
Fort Bend County Public Transportation

APPROVED AS TO LEGAL FORM:

Marcus D. Spencer

Marcus D. Spencer, First Assistant County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 5,269,901.61 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A

COST MATRIX - IN NEW FACILITY

10/1/2019 - 9/30/2020

		% OF OVERALL RATE	DEMAND RESPONSE	COMMUTER BUS	ELIGIBILITY FOR CARES ACT: YES/NO	ADJUSTED DEMAND RESPONSE RATE	ADJUSTED COMMUTER BUS RATE	% OF OVERALL RATE
OPERATIONS LABOR								
(X) Vehicle Operators (\$14.50 per hour)	\$ 1,931,590.05							
(X) Safety and Training	\$ 199,558.60							
(X) Field Supervision	\$ 68,290.63							
(X) Dispatchers	\$ 140,483.14							
(1) General Manager	\$ 112,906.16							
(1) Operations Manager	\$ 59,141.32							
(1) Scheduler	\$ -							
(4.5) Reservationist	\$ -							
Payroll Taxes	\$ 223,930.57							
Worker's Compensation	\$ 110,386.86				NO	\$1.07	\$1.03	2.09%
Subtotal: Operations Labor	\$ 2,846,287.33	54.01%	\$ 27.70	\$ 26.67	YES	\$26.63	\$25.64	
(X) Mechanics	\$ 268,065.74							
(X) Supervisors/Foreman	\$ 155,949.87							
(2.5) Maintenance Clerk	\$ 78,501.36							
Payroll Taxes	\$ 47,084.41							
Worker's Compensation	\$ 17,645.83				NO	\$0.17	\$0.17	0.33%
Subtotal: Maintenance Labor	\$ 567,247.21	10.76%	\$ 5.52	\$ 5.32	YES	\$5.35	\$5.15	
MAINTENANCE								
Vehicle Parts	\$ 422,773.84							
Tires	\$ 41,855.59							
Fluids	\$ 16,742.24							
Shop Supplies	\$ 3,677.19							
Tools and Equipment	\$ 14,686.72							
Fleet License/Inspection	\$ 10,506.25							
Subtotal: Maintenance	\$ 510,241.83	9.68%	\$ 4.97	\$ 4.78	NO	0	0	
OTHER OVERHEAD								
Uniforms	\$ 10,611.31							
Recruiting	\$ 2,269.35							
Background/Driving Records	\$ 9,287.53							
Training	\$ 23,901.72							
Drug Testing	\$ 25,862.18							
Subtotal: Other Overhead	\$ 71,932.09	1.36%	\$ 0.70	\$ 0.67	NO	0	0	
ADMINISTRATION								
(X) General & Administrative Staff	\$ 105,593.00							
Payroll Taxes	\$ 9,252.72							
Worker's Compensation	\$ 2,197.18							
Other Benefits	\$ 372,153.56							
Administrative Materials/Supplies	\$ 591,694.66							
Subtotal: Administrative Costs	\$ 1,080,891.12	20.51%	\$ 10.52	\$ 10.13	NO	0	0	
INSURANCE								
Auto Insurance (Revenue Fleet Only)	\$ 179,519.79							
General Liability	\$ 9,448.41							
Performance Bond	\$ 4,333.83							
Subtotal: Insurance	\$ 193,302.03	3.67%	\$ 1.88	\$ 1.81	YES	\$ 1.88	\$ 1.81	
COST SUMMARY						DEMAND RESPONSE	COMMUTER BUS	
Subtotal: Operations Labor	\$ 2,846,287.33	54.01%				\$ 26.63	\$ 25.64	
Subtotal: Maintenance Labor	\$ 567,247.21	10.76%				\$ 5.35	\$ 5.15	
Subtotal: Maintenance	\$ 510,241.83	9.68%				\$ -	\$ -	
Subtotal: Other Overhead	\$ 71,932.09	1.36%				\$ -	\$ -	
Subtotal: Administrative Costs	\$ 1,080,891.12	20.51%				\$ -	\$ -	
Subtotal: Insurance	\$ 193,302.03	3.67%				\$ 1.88	\$ 1.81	
TOTAL COSTS USING FBC OWNED VEHICLES	\$ 5,269,901.61	100.00%				REVISED RATE \$ 33.86	\$ 32.60	
						CURRENT RATE \$ 51.29	\$ 49.38	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2020-642764

Date Filed:
07/10/2020

Date Acknowledged:
07/28/2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
First Transit, Inc.
Cincinnati, OH United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
County of Fort Bend

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP -18-051
Transportation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	FirstGroup America Holdings, Inc.	Cincinnati, OH United States	X	
	McAndrew, Christa	Cincinnati, OH United States	X	
	Petrucci, Michael	Cincinnati, OH United States	X	
	Williams, Mark	Cincinnati, OH United States	X	
	Thomas, Brad	Cincinnati, OH United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)