

SECOND AMENDMENT TO AGREEMENT FOR SUNTRAN TRANSIT MANAGEMENT SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR SUNTRAN TRANSIT MANAGEMENT SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RATP DEV USA, INC.**, a foreign for-profit corporation duly organized in the state of Texas and authorized to do business in the state of Florida (EIN: 75-1626932) ("Contractor").

WHEREAS, on October 7, 2021, City and RATP DEV USA, Inc. entered into an Agreement for SunTran Transit Management Services (the "Original Agreement"), City of Ocala Contract No.: SUN/210102, for a term of three (3) years from October 18, 2021 through October 17, 2024; and

WHEREAS, on September 9, 2022, City and the Contractor entered into a First Amendment to Agreement to raise transit staff salaries, aligning them more closely with the labor market in order to attract and retain qualified transit staff (the "First Amendment"); and

WHEREAS, City and Contractor now desire to renew the Original Agreement for the final three-year term available under the Original Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement, as amended, between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except, for those terms and conditions expressly amended by this Second Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for the sole three-year term beginning on **OCTOBER 18, 2024** and terminating **OCTOBER 17, 2027**.
4. **JUSTIFICATION & ADDITIONAL BUS SERVICER.** The document attached as **Exhibit E – Justification & Additional Bus Servicer** is hereby incorporated into the Original Agreement. If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit C, then (2) Exhibit A, the (3) Exhibit B, then (4) Exhibit E, then (5) Exhibit D.
5. **AMENDMENT TO SECTION 3 – SCOPE OF SERVICES.** Scope of services language in Paragraph 3B – Additional Routes and Services in the Original Agreement is hereby deleted and replaced with the following:
 - B. Notwithstanding the above, and subject to Section 5(F) (Revisions to Revenue Vehicle Hours), City reserves the right to order changes in the scope and/or extent of service area boundaries, routes, schedules, operating hours, and so forth to respond to demand, special events, and other occurrences. In the event of a special service that occurs on a scheduled holiday that is not a normal service day for Suntran (i.e. Independence Day), the billing rate per revenue hour shall increase to 1.5 times the current revenue service hourly rate. Additionally, with City written approval, the Contractor shall be permitted to add additional revenue service vehicles and shall supplement routes when necessary to preserve service (i.e. if on-time performance is impacted by a road closure, traffic accident, etc.). Such service supplementation shall be billable at the current revenue hour billing rate.

6. **AMENDMENT TO SECTION 5A- COMPENSATION.** Compensation language in Paragraph 5A in the Original Agreement is hereby deleted and replaced with the following:

A. Compensation During the Optional Renewal Contract Term. In the event that the City and Contractor exercise the sole renewal term available under the Original Agreement, Contractor shall be paid a Fixed Revenue Hourly Rate for every Revenue Vehicle Hour (as that term is defined in Exhibit E – Justification & Additional Bus Servicer) operated during the Renewal Term (Years 4 through 6). For Estimated ADA Services during the Renewal Term, the Contractor shall be compensated on a per-revenue-mile basis.

The following chart, which is incorporated into this Agreement by reference, provides detailed information relevant to Renewal Term (Years 4 through 6) as follows:

Contract Year	Estimated Annual Revenue Vehicle Hours	Estimated Annual Special Service Hours	Fixed Revenue Hourly Rate	Estimated ADA Services (paid per revenue mile)
4	34,500	200	\$82.61	\$627,930.00
5	34,500	200	\$87.07	\$645,852.00
6	34,500	200	\$91.77	\$664,313.00

7. **NOTICES.** All notices, certifications or communications required by this Second Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: RATP DEV USA, Inc.
 Attention: Steven Sherrer
 3800 Sandshell Drive
 Fort Worth, Texas 76137
 Phone: 903-278-1383
 E-mail: daniel.swanson@ratpdev.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

- 8. **COUNTERPARTS.** This Second Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 9. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Second Amendment. Further, a duplicate or copy of the Second Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Second Amendment for all purposes.
- 10. **LEGAL AUTHORITY.** Each person signing this Second Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on

_____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Barry Mansfield
City Council President

Approved as to form and legality:

RATP DEV USA, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

SunTran – Justification/Request for Additional Bus Servicer



February 2024

SunTran Bus Maintenance Overview

The current staffing level of the SunTran Maintenance department has only one bus servicer who performs the maintenance of the buses. The bus servicer position was established over two decades ago to support a fleet of five buses utilized by SunTran to operate its routes, some of which operated only for a few hours during the morning and afternoon shift.

SunTran's growth over two decades has been positive, with an exponential increase in fleet size, totaling twelve (12), including support vehicles and new routes added to the service area.

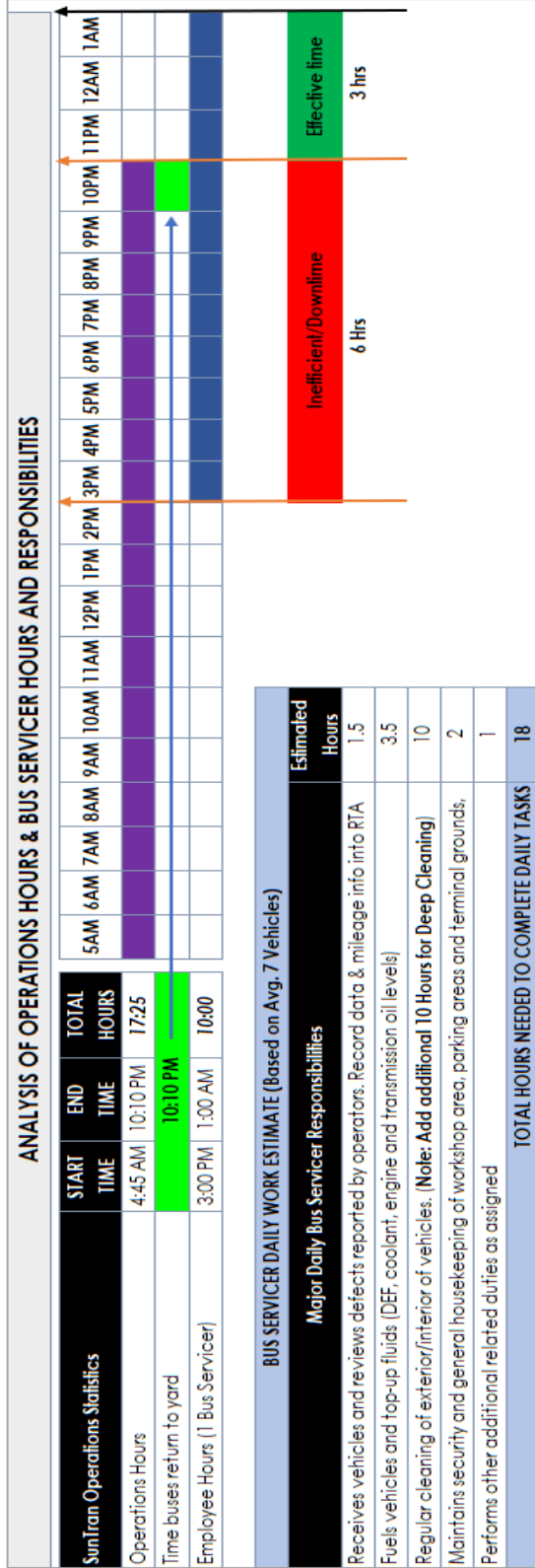
As SunTran continues to expand, maintaining cleanliness of the SunTran buses has never been more highly valued by the SunTran customers, as they want to feel confident that the buses are consistently maintained. With SunTran ridership trending in the positive direction following the impact of CoVID-19, thousands of Ocala/Marion County residents rely on transit for their daily commute. As such, it is crucial for SunTran to ensure that the buses are clean and consistently disinfected.

The Current State

- **Client/Customer Perspective:**
 - Increased client/customer complaints
 - Buses are not consistently cleaned/disinfected
 - Slower than desired response time to clean the buses
 - Client expectation for buses to be cleaned daily

- **Employees' Perspective:**
 - Poor/declining work quality
 - Increased operator complaints
 - Business needs not well supported if buses are dirty
 - Employee morale is low due to workload

- **Business Perspective:**
 - Work exists for an additional full time bus servicer
 - ✓ buses need consistent cleaning,
 - ✓ topping of fluids is critical to fleet performance,
 - ✓ general cleanliness of the maintenance facility)



Key Highlights

- Bus Servicer work hours do not align with the time the buses return to yard. Thus, a new schedule that will cater to the inefficient/downtime will be implemented.
- A deficit of approximately 9 hours of work exists.

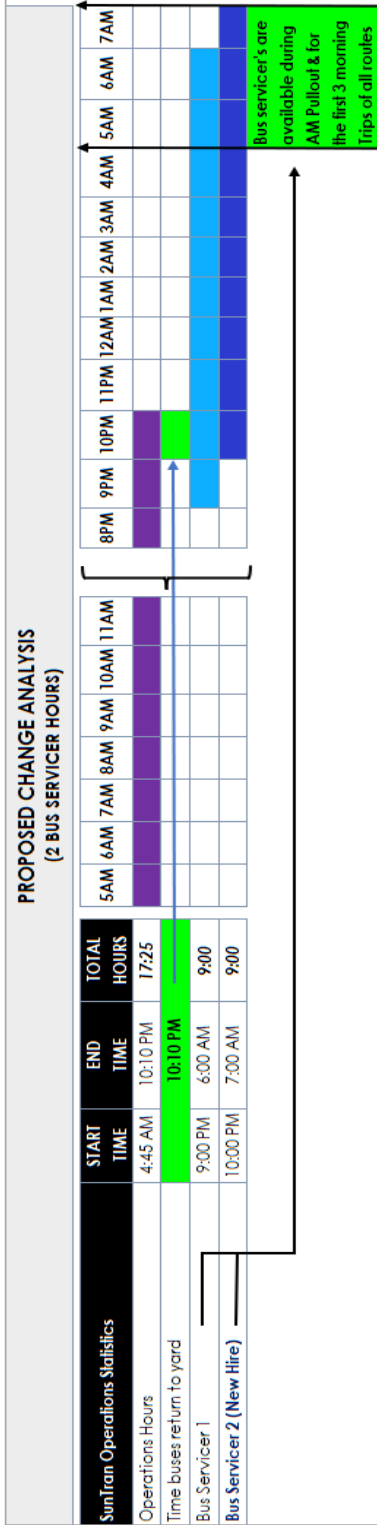
Demand = 16 Hours

Current Capacity = 9 hours (Bus Servicer's work hours less break/lunch time)

Deficit = 9 hours (1 additional bus servicer)

Based on the analysis of the operations hours in comparison with the bus servicer responsibilities and the estimated time to complete the major daily tasks, we can conclude that the current staffing level (1 bus servicer) cannot support the current daily demand of maintaining the fleet. Thus, there is a required need for an additional full-time worker to meet this demand.

Proposed Future State



CURRENT STATE	FUTURE STATE
<ul style="list-style-type: none"> <input type="checkbox"/> Client/Customer Perspective <ul style="list-style-type: none"> - Increased client/customer complaint - Buses are not consistently cleaned/disinfected - Slower than desired response time to clean buses - Client expectation for buses to be cleaned daily <input type="checkbox"/> Employee Perspective <ul style="list-style-type: none"> - Poor/declining work quality - Increased operator complaints - Business needs not well supported - Employee morale is low due to workload <input type="checkbox"/> Business Perspective <ul style="list-style-type: none"> - Work exists for an additional head 	<ul style="list-style-type: none"> <input type="checkbox"/> Client/Customer Perspective <ul style="list-style-type: none"> - Customer Satisfaction - Able to react quickly to changes and have cleaner well-maintained buses - Quick turnaround timely response to sick buses - Assess the need and make necessary changes to meet client/customer demand <input type="checkbox"/> Employee Perspective <ul style="list-style-type: none"> - Outstanding work quality due to additional head - Bus operator satisfaction/increased morale - Achieve positive impact on bus maintenance - More stability in working hours; less 'fire fighting' approach to cleaning buses <input type="checkbox"/> Business Perspective <ul style="list-style-type: none"> - Hire additional head to support current staffing level <ul style="list-style-type: none"> - Improved customer retention -better client/customer support - Improved employee retention through better work-life balance - More focus on bus maintenance and general cleanliness leading customer satisfaction

Leveraging the Role of the Bus Servicer Position to Support Janitorial Duties at the Newly Refurbished SunTran Facility

Keeping up with the cleanliness and sanitation of the SunTran facility is increasingly vital to the longevity of SunTran, but more so, to the success and ability of SunTran to deliver outstanding services that meets the needs of the customers. As SunTran embarks on the next 25-year journey, the City of Ocala's commitment to ensure SunTran delivers on all its operational goals is in no doubt evident in the city's recent financial commitment towards the refurbishment of the SunTran facility.

In recent months through the refurbishment period, increased demands on staff to keep the SunTran facility constantly sanitized has been exhausting and draining to employees' morale, as employees have often been pulled from their duties to clean the facility.

To cater to these janitorial needs at the SunTran facility, RATP Dev hopes to leverage the planned Bus Servicer position to carry out duties for bus maintenance and for the general Janitorial service duties of the SunTran facility. The Janitor/Bus Servicer general duties will be limited to maintaining a cleanly facility by completing a variety of cleaning tasks such as mopping/vacuuming floors, cleaning surfaces with disinfectant and emptying of trash cans.

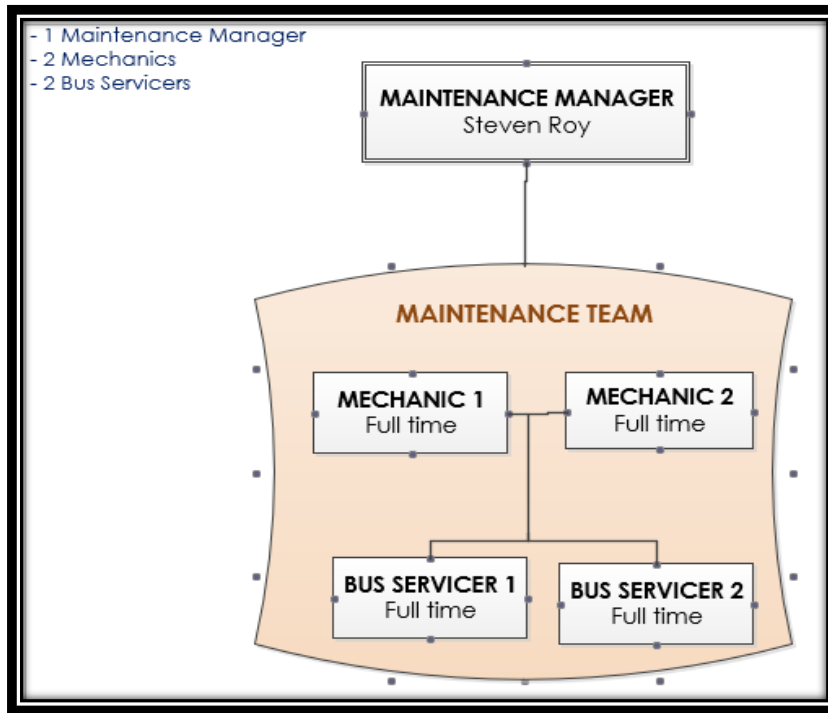
Implementing the Future State – Role of the Janitor/Bus Servicer

- **Goal:** To readily support the business needs through improved customer satisfaction, responsiveness to bus/facility maintenance and employee effectiveness

- **Action Plan:**
 - Improve customer experience by hiring 1 additional full time bus servicer
 - Implement new night shift schedule for bus servicer's
 - ✓ Bus Servicer 1 – (10:00 PM to 7:00 AM)
 - ✓ Bus Servicer/Janitor – (10:00 PM to 4:00 AM)
 - Janitorial Obligation – (4:00 AM to 7:00 AM)
 - ✓ New schedule allows availability of maintenance staff during early morning pullout
 - Take proactive measures to maintain cleanliness and hygiene of the SunTran buses as well as the SunTran facility by:

- A. Implement a comprehensive bus wash policy that will include:**
- ✓ Daily cleaning routines, sanitization protocols, and regular inspections.
 - ✓ Dedicated cleaning schedules that incorporate the deep cleaning of buses, with frequent disinfection of high-traffic/touch surfaces within the buses
- B. Implement a comprehensive janitorial/facility cleaning**

Future Maintenance Department



Cost Implications – Add 1 Bus Servicer

Current Fixed Route Variable Rate (Year 3 of Base Term)	76.95
Estimated Annual Volume for 2024	34,500
Estimated Breakeven Fixed Route Variable Rate	78.38

Current Fixed Route Variable Rate (Year 4, Renewal Term)	81.10
Estimated Annual Volume for 2025	34,500
Estimated Breakeven Fixed Route Variable Rate	82.61

Current Fixed Route Variable Rate (Year 5, Renewal Term)	85.49
Estimated Annual Volume for 2026	34,500
Estimated Breakeven Fixed Route Variable Rate	87.07

Current Fixed Route Variable Rate (Year 6, Renewal Term)	90.11
Estimated Annual Volume for 2027	34,500
Estimated Breakeven Fixed Route Variable Rate	91.77