

ATTACHMENT D
AMENDMENT #1 TO ENTERPRISE
AGREEMENT 22-05

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**AMENDMENT NO. 1 to JUNE 28, 2022 AGREEMENT BETWEEN THE KINGS COUNTY
AREA PUBLIC TRANSIT AGENCY AND ENTERPRISE RENT-A-CAR COMPANY OF
SACRAMENTO, LLC, FOR THE OPERATION OF A VANPOOL SERVICE FOR
COMMUTERS**

FIRST AMENDMENT

THIS AGREEMENT, made and entered into this 26TH day of June 2024, by and between the KINGS COUNTY AREA PUBLIC TRANSIT AGENCY, an entity established by a joint powers agreement entered into between the County of Kings and the Cities of Avenal, Hanford, and Lemoore (hereafter referred to as "Agency" or "KCAPTA"), and Enterprise Rent-A-Car Company of Sacramento LLC., (hereafter referred to as "Contractor");

WITNESSETH

WHEREAS, PURSUANT TO AN AGREEMENT ENTERED INTO BETWEEN Agency and Contractor dated June 28, 2022, Contractor agreed to operate the Agency's Vanpool System for a two (2) year period ending on June 30, 2024 for the benefit of the residents within the Agency's geographical jurisdiction (said agreement is hereafter referred to as the "Vanpool Agreement" and is attached hereto as Attachment 1); and

WHEREAS; The Vanpool Agreement allows the Agency to exercise an option for four one-year extensions from July 1, 2024 through June 30, 2025, from July 1, 2025 through June 30, 2026 and from July 1, 2026 through June 30 2027; and

WHEREAS, The Contractor and Agency have determined that it would be mutually beneficial to extend the Operations Agreement for an additional one (1) year period; and

WHEREAS, The Agency desires to exercise the option to extend the Vanpool Agreement for an additional one year from July 1, 2024 through June 30, 2025 under the following amended terms and conditions.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows: The Vanpool Agreement as amended herein shall remain in full force and effect through June 30, 2024, with an option to renew the Vanpool Agreement through June 30, 2027, with the following amendments:

1. ARTICLE VI – COMPENSATION, The AGENCY shall pay CONTRACTOR on a firm-fixed subsidy base in accordance with the following provisions.

A. The firm-fixed monthly subsidy to CONTRACTOR by AGENCY to provide services as set forth in Exhibit A, RFP 2122-05, shall be up to Three Hundred Fifty Dollars (\$350) for each vanpool. The AGENCY reserves the exclusive right to increase this amount if additional funds become available.

2. ARTICLE 1 – SERVICES, TERM, RENEWALS, AND NON-EXCLUSIVITY, subdivision b "Term, Renewal, and Non-Exclusivity", of the Vanpool Agreement is hereby amended to read as follows:

a) This Agreement shall begin July 1, 2024, and shall continue in full force and effect until June 30, 2025 (a "Renewal Term"). This Agreement shall be non-exclusive, and AGENCY shall be free to enter into the same or materially similar agreements with other entities, at its sole discretion, AGENCY may renew the Agreement for up to three (3) renewal periods of one (1) year each (a "Renewal Term"). Any renewal or extension of the Agreement must be in writing and signed by both Parties to the Agreement in the form of a Contract Amendment as set forth herein.

3. **Price Summary Sheet** – The Price Summary Sheet of the Vanpool Agreement is hereby amended to add the following language:

COMMUTE RATES

Max Monthly Mileage	Base Minivan	Hybrid / Premium minivan	Base 7-Pass Crossover/SUV	Premium 7-Pass Crossover/SUV	OEM Transit (15-Pass)	Luxury Transit (10-Pass)	Large SUV EXPED/ Suburban
Up to 2000	\$1,575	\$1,650	\$1,550	Quoted based on availability.	\$1,900	\$2025	Quoted based on availability.
Per Add'l 500 Miles	\$125	\$125	\$100	\$100	\$100	\$100	\$100

* Transit rates for Low or Medium Roof

* Additional vehicle types quoted based on availability.

Flexible Vanpool Program Offering. Contractor may offer flexible vanpools to eligible participants in the vanpool program. Flexible vanpools are vanpools that allow for individual payment by each vanpool participant and the ability of vanpool participants to ride fewer than five days per week. Each flexible vanpool participant will sign up for a monthly subscription plan to participate in a flexible vanpool through the Commute With Enterprise program, either as a Driver, Rider, or a Coordinator ("Flex Pass"). The price of each Flex Pass is referred to as the "Flex Pass Charge" and is subject to change periodically in Contractor's sole discretion based on a variety of pricing factors and the specific subscription plan chosen. The then current program vanpool rates will be used as a starting point to calculate each flexible vanpool participant's Flex Pass Charge. The Flex Pass Charge will be calculated by adding any variable costs (i.e. fuel), subtracting any financial assistance provided by the AGENCY, and factoring in target occupancy as well as the type of Flex Pass selected (i.e. how many rides per month vanpool participant purchases or status of vanpool participant as a coordinator, driver, or rider). Each flexible vanpool participant will be informed of the full details about their selected Flex Pass and Flex Pass Charges in their Participant Agreement. In the event any dispute arising out of or related to flexible vanpools, Contractor and AGENCY agree to work in good faith to resolve any such dispute.

4. All terms and conditions of the Vanpool Agreement not amended above shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

KINGS COUNTY AREA PUBLIC TRANSIT AGENCY

ENTERPRISE RENT-A-CAR SACRAMENTO, LLC

Joe Neves
Chairman

By:
Title: