

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0506-035**

THIS AMENDMENT is made and entered into this 20th day of October, 2005, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **MV Transportation, Inc., 360 Campus Lane, Suite 201, Fairfield, CA 94534 707-863-8980 FAX #707-863-8793**, hereinafter referred to as the "**INDEPENDENT CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT #0506-035 Carson City Community Transit Service Operations**.

WITNESSETH:

WHEREAS, the **CITY** desires to amend **ARTICLE 3 SCOPE OF WORK** of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the **CITY**.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follow:

ARTICLE 3

3.1.14.1

As an alternative to the Fidelity Bond the **INDEPENDENT CONTRACTOR** may provide a Commercial Crime policy to protect the **CITY** from any and all intentional acts by any employee or agent of the **INDEPENDENT CONTRACTOR** regardless of whether the employee or agent is prosecuted or convicted of the intentional act. The Commercial Crime policy must be in the minimum amount of \$500,000 and the **INDEPENDENT CONTRACTOR** agrees that it shall be fully liable and responsible for any intentional act of its employees or agents for the entire amount of harm, loss or damage claimed regardless of any deductible of the Commercial Crime policy. Furthermore, the **CITY** shall have the right to offset from any payment due to the **INDEPENDENT CONTRACTOR** the full amount of the harm, loss or damage claimed.

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0506-035**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY
Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2027 ext 1100
FAX: 775-887-2107
cadams@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL
Noel S. Waters, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 

CHERYL A. ADAMS
Purchasing & Contracts Manager

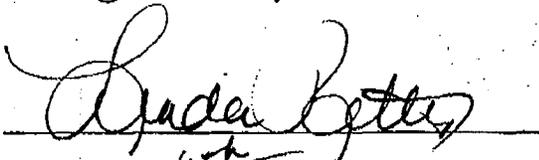


Deputy District Attorney

DATED this 11th day of October, 2005.

DATED this 11th day of October, 2005.

CITY'S ORIGINATING DEPARTMENT
BY: Linda Ritter, City Manager
Executive Offices
201 North Carson Street Suite 2
Carson City, NV 89701
Telephone: 775-887-2100
Fax: 775-887-2286
LRitter@ci.carson-city.nv.us



DATED this 11th day of October, 2005.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0506-035**

Keith Whalen being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**, or authorized agent of the **INDEPENDENT CONTRACTOR**, for whom the aforesaid described work is to be performed by; that he has read the foregoing Contract Amendment and understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

BY: Keith Whalen

TITLE: Executive Vice President of Business Development

FIRM: MV Transportation, Inc.

BUSINESS LICENSE #: 05-18284

Address: 360 Campus Lane, Suite 201

City: Fairfield

State: CA Zip Code: 94534

Telephone: 707-863-8980 / Fax #: 707-863-8944

E-mail Address: KWhalen@mytransit.com

(Signature of **INDEPENDENT CONTRACTOR**)

DATED this 30th day of ~~October~~ September, 2005.

STATE OF California)
County of Solano) ss

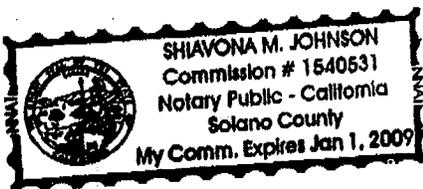
On this 30th day of ~~October~~ September, in the year 2005, before me, Shivona Johnson Notary Public, personally appeared Keith Whalen, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Shivona Johnson
Notary's Signature

L.S.

My Commission Expires: Jan 1, 2009



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0506-035**

Gary Richardson being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**, or authorized agent of the **INDEPENDENT CONTRACTOR**, for whom the aforesaid described work is to be performed by; that he has read the foregoing Contract Amendment and understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

BY: Gary Richardson

TITLE: C.F.O.

FIRM: MV Transportation, Inc.

BUSINESS LICENSE #: 05-18284

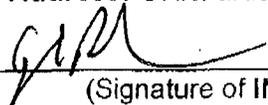
Address: 360 Campus Lane, Suite 201

City: Fairfield

State: CA **Zip Code:** 94534

Telephone: 707-863-8980 / **Fax #:** 707-863-8944

E-mail Address: GRichardson@mvtransit.com



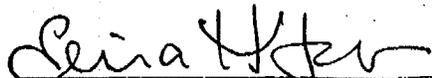
(Signature of **INDEPENDENT CONTRACTOR**)

DATED this 30 day of ^{Sept}~~October~~, 2005.

STATE OF California)
County of Solano) ss

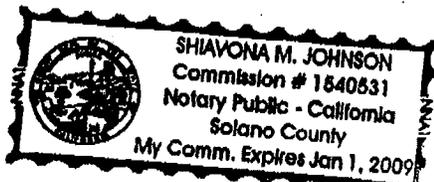
On this 30th day of ^{September}~~October~~, in the year 2005, before me Shiavona / Notary Public, personally appeared Gary Richardson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.


Notary's Signature

L.S.

My Commission Expires: Jan. 1, 2009

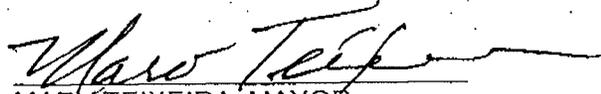


**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 1
Contract No. 0506-035**

CONTRACT ACCEPTANCE AND EXECUTION:

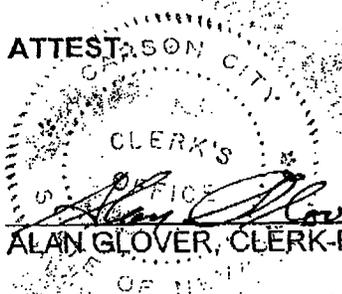
The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 20, 2005 approved Amendment No. 1 for **CONTRACT No. 0506-035**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA


MARV TEIXEIRA, MAYOR

DATED this 20th day of October, 2005.

ATTEST


CLERK'S
OFFICE


ALAN GLOVER, CLERK-RECORDER

DATED this 20th day of October, 2005.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0506-035**

THIS AMENDMENT is made and entered into this 5th day of October, 2006, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and **MV Transportation, Inc., 360 Campus Lane, Suite 201, Fairfield, CA 94534 707-863-8980 FAX #707-863-8793**, hereinafter referred to as the "INDEPENDENT CONTRACTOR", and is made to amend the existing contract known as **CONTRACT #0506-035 Carson City Community Transit Service Operations.**

WITNESSETH:

WHEREAS, the CITY desires to amend **ARTICLE 3 SCOPE OF WORK** and **ARTICLE 4 CONSIDERATION** of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the CITY.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follow:

ARTICLE 3

- 3.1.2.27 The CITY will provide fuel for all vehicles used in the performance of the services required by the Contract and requested by CITY. **INDEPENDENT CONTRACTOR** shall fuel the vehicles using CITY provided fuel cards.

ARTICLE 4

- 4.1 The Operating Cost per hour rate at which **INDEPENDENT CONTRACTOR** is compensated pursuant to this section shall be changed as follows as a result of the CITY's agreement to provide all fuel necessary for **INDEPENDENT CONTRACTOR** to provide the required service.

- 4.1.2 Year 2 - October 1, 2006 through September 30, 2007 - for a Grand Total of \$533,094.40 with a breakdown as follows:

- 4.1.2.1 Fixed Route Services

- 4.1.2.1.2 Estimated Operating Cost Per Hour - \$24.320

- 4.1.2.1.4 Total Annual Cost - \$362,684.16

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0506-035**

4.1.2.2 Demand Response Services

4.1.2.2.2 Estimated Operating Cost Per Hour - \$24.320

4.1.2.2.4 Total Annual Cost - \$170,410.24

4.1.3 Year 3 - October 1, 2007 through September 30, 2008 - for a Grand Total of \$577,953.36 with a breakdown as follows:

4.1.3.1 Fixed Route Services

4.1.3.1.2 Estimated Operating Cost Per Hour - \$24.413

4.1.3.1.4 Total Annual Cost - \$393,195.78

4.1.3.2 Demand Response Services

4.1.3.2.2 Estimated Operating Cost Per Hour - \$24.413

4.1.3.2.4 Total Annual Cost - \$184,757.58

4.2 is deleted

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0506-035**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2027 ext 1100
FAX: 775-887-2107
CAdams@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

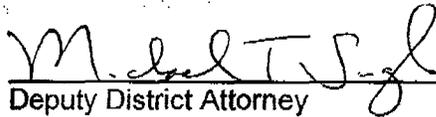
Noel S. Waters, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By:



CHERYLA ADAMS
Purchasing & Contracts Manager



Deputy District Attorney

DATED this 21st day of September, 2006.

DATED this 26th day of September, 2006.

CITY'S ORIGINATING DEPARTMENT

BY: Linda Ritter, City Manager
Executive Offices
201 North Carson Street Suite 2
Carson City, NV 89701
Telephone: 775-887-2100
Fax: 775-887-2286
LRitter@ci.carson-city.nv.us



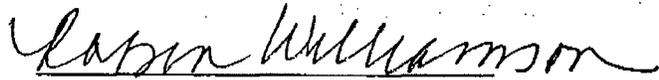
DATED this ___ day of September, 2006.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 2
Contract No. 0506-035**

CONTRACT ACCEPTANCE AND EXECUTION:

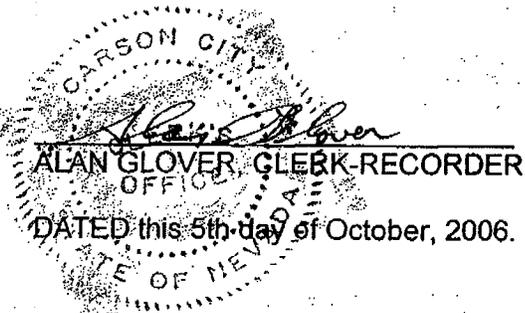
The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of October 5, 2006 approved Amendment No. 2 for **CONTRACT No. 0506-035**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA


MARV TEIXEIRA, MAYOR

DATED this 5th day of October, 2006.

ATTEST:


ALAN GLOVER, CLERK-RECORDER
OFFICE
DATED this 5th day of October, 2006.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Solano } ss.

On September 20, 2006 before me, KEVIN JAMES IRIARTE, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public.")

personally appeared Jon Manson
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

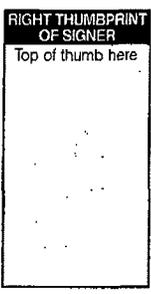
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 0506-035**

THIS AMENDMENT is made and entered into this 5th day of April, 2007, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **MV Transportation, Inc.**, hereinafter referred to as the "**INDEPENDENT CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 0506-035 Carson City Community Transit Service Operations.**

WITNESSETH:

WHEREAS, the **CITY** desires to amend **Article 3 Scope of Work** and **Article 4 Consideration** of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the **CITY.**

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follow:

ARTICLE 3

3.1.3.4.4 Holiday Closures:

3.1.3.4.4.1 The following holidays shall have no service hours; all other holidays shall have full service hours as described in Hours and Days of Service above:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

ARTICLE 4

4.1.2 Year 2 - October 1, 2006 through September 30, 2007- for a Grand Total of \$528,909.12 with a breakdown as follows.

4.1.2.1 Fixed Route Services

4.1.2.1.1 Estimated Annual Vehicle Service Hours - 13,808

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 0506-035**

4.1.2.1.2 Estimated Operating Cost Per Hour - \$24.72

4.1.2.1.3 Annual Vehicle Insurance Rate - \$3,160.33 (included in the Estimated Operating Cost Per Hour)

4.1.2.1.4 Total Annual Cost - \$341,333.76

4.1.2.2 Demand Response Services

4.1.2.2.1 Estimated Annual Vehicle Service Hours - 7,588

4.1.2.2.2 Estimated Operating Cost Per Hour - \$24.72

4.1.2.2.3 Annual Vehicle Insurance Rate - \$3,160.33 (included in the Estimated Operating Cost Per Hour)

4.1.2.2.4 Total Annual Cost - \$187,575.36

4.1.3 Year 3 - October 1, 2007 through September 30, 2008 - for a Grand Total of \$503,232.80 with a breakdown as follows.

4.1.3.1 Fixed Route Services

4.1.3.1.1 Estimated Annual Vehicle Service Hours - 13,904

4.1.3.1.2 Estimated Operating Cost Per Hour - \$24.62

4.1.3.1.3 Annual Vehicle Insurance Rate - \$3,298.67 (included in the Estimated Operating Cost Per Hour)

4.1.3.1.4 Total Annual Cost - \$342,316.48

4.3 **Performance Standards:**

4.3.1 **General:**

4.3.1.1 The standards listed below list expectations of the **INDEPENDENT CONTRACTOR**. These standards will be utilized by CCRTC in evaluating the operational performance of the **INDEPENDENT CONTRACTOR**.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 0506-035**

4.3.2 Fixed Route Performance Standards:

4.3.2.1 On-Time Performance:

4.3.2.1.1 "On-time" is defined as departing not more than five minutes after the scheduled departure time as indicated in the printed schedule and **INDEPENDENT CONTRACTOR'S** "headway" sheet and arriving no more than five minutes after scheduled arrival time at the end of the run. Early departures will be considered violation of the on-time performance standard. In cases where the desired departure time is different from that indicated on the printed schedule, CCRTC will inform **INDEPENDENT CONTRACTOR** as to the correct departure time prior to initiating the monitoring program. **INDEPENDENT CONTRACTOR** shall submit their "headway" sheets to the CCRTC upon request for review and use in on-time performance monitoring.

4.3.2.1.2 On-time performance will be checked on a random sample basis. Time used will be will be determined by calling 775-887-1212.

4.3.2.1.3 In the event that a bus is not on-time due to abnormal conditions beyond **INDEPENDENT CONTRACTOR'S** control (e.g. traffic accidents, construction, etc.) **INDEPENDENT CONTRACTOR** may provide documentation of such circumstances to **CITY**. If **CITY**, in its sole judgment, determines such documentation to be valid, the time check involved will be deleted from the sample and an additional time check made at random. Delays caused by passenger loading, wheelchairs, normal traffic congestion, etc. are not subject to this provision.

4.3.2.1.4 Deleted

4.3.2.2 Missed Run:

4.3.2.2.1 A bus failing to make a departure from the yard within five minutes of the scheduled time at the beginning of a run will be considered a missed run.

4.3.2.3 Buses Running Ahead of Schedule:

4.3.2.3.1 A bus observed by **CITY** to be running ahead of schedule, defined as leaving a stop before the scheduled time, will be considered ahead of schedule.

4.3.2.4 Driver Out of Uniform:

4.3.2.4.1 Drivers are required to be in uniform at all times when operating a vehicle in revenue service or while in non-revenue service, such as while in route between revenue service and the yard or refueling station.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 0506-035**

4.3.2.5 Bus Condition/Cleanliness:

4.3.2.5.1 Buses are to be routinely cleaned by **INDEPENDENT CONTRACTOR**. Cleanliness will be evaluated on a random sample basis by CCRTC. In evaluating bus cleanliness, CCRTC will use a checklist which will be jointly drafted between **INDEPENDENT CONTRACTOR** and CCRTC. CCRTC will consider the time of day, weather conditions, and other such factors beyond **INDEPENDENT CONTRACTOR'S** control.

4.3.2.6 Deleted

4.3.3 Demand Response Performance Standards:

4.3.3.1 On-Time Performance:

4.3.3.1.1 The demand response service will have an on-time pick-up window of 20 minutes (5 minutes before to 15 minutes after the scheduled pick-up time). 90% of all pick-ups must be performed within the policy pick-up window.

4.3.3.2 Maximum On-Board Travel Times - Demand Response:

4.3.3.2.1 No rider will be on-board the vehicle for longer than 60 minutes, and no more than 5% of riders will be on-board the vehicle longer than 45 minutes. This standard will be measured by the **CITY** on a random sampling basis of 100 passenger trips per month recorded on driver manifests.

4.3.3.3 Deleted

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document and the other amendments that are not in conflict with this amendment remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 0506-035**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2027 ext 1100
FAX: 775-887-2107
CAdams@ci.carson-city.nv.us

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: Cheryl A. Adams
CHERYL A. ADAMS
Purchasing & Contracts Manager

Melanie Rubetta
Deputy District Attorney

DATED this 27 day of March, 2007.

CITY'S ORIGINATING DEPARTMENT

BY: Linda Ritter, City Manager
Executive Offices
201 North Carson Street Suite 2
Carson City, NV 897089701
Telephone: 775-887-2100 Ext.
Fax: 775-887-2286
LRitter@ci.carson-city.nv.us

DATED this 27th day of March, 2007.

Linda Ritter
City Manager

DATED this 27 day of March, 2007.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 0506-035**

Jon Monson being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**; that he has read the foregoing Contract; and that he understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

BY: Jon Monson

TITLE: CEO

FIRM: MV Transportation, Inc.

BUSINESS LICENSE #: 07-18284

Address: 360 Campus Lane, Suite 201

City: Fairfield **State:** CA **Zip Code:** 94534

Telephone: 707-863-8980 extension 3034/ **Fax #:** 707-863-8944

E-mail Address: JMonson@mvtransit.com

(Signature of **INDEPENDENT CONTRACTOR**)

DATED this 21st day of March, 2007.

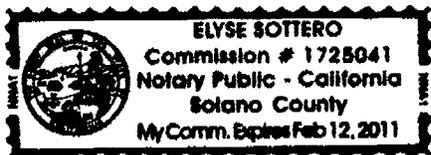
STATE OF California)
County of Solano) ss

On this 21st day of March, in the year 2007, before me, Elyse Sottero / Notary Public, personally appeared Jon Monson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

Elyse Sottero, Notary Public L.S.
Notary's Signature

My Commission Expires: February 12, 2011

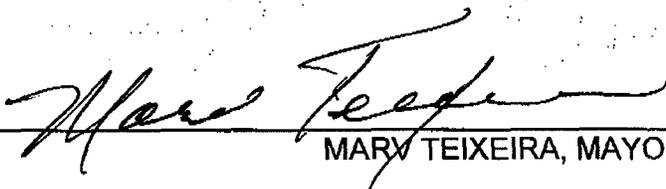


**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 3
Contract No. 0506-035**

CONTRACT ACCEPTANCE AND EXECUTION:

The Board Of Supervisors for Carson City, Nevada at their publicly noticed meeting of April 5, 2007 approved Amendment No. 3 for **CONTRACT No. 0506-035**. Further, the Board Of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



MARY TEIXEIRA, MAYOR

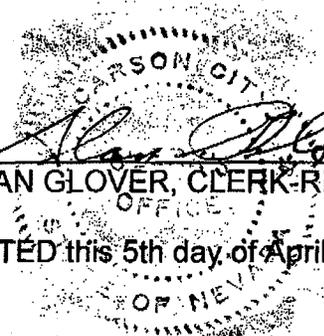
DATED this 5th day of April, 2007.

ATTEST:



ALAN GLOVER, CLERK-RECORDER

DATED this 5th day of April, 2007.



**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 0506-035**

THIS AMENDMENT is made and entered into this 11th day of June, 2008, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "CITY", and **MV Transportation, Inc.**, hereinafter referred to as the "INDEPENDENT CONTRACTOR", and is made to amend the existing contract known as **CONTRACT # 0506-035 Carson City Community Transit Service Operations**.

WITNESSETH:

WHEREAS, the CITY desires to amend **Article 1 Contract Term** and **Article 4 Consideration** of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the CITY.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties agree as follow:

ARTICLE 1

- 1.3 Contract Term - Pursuant to this section, CITY exercises its right to extend the contract for an additional one (1) year term (Year 4/Option Year 1), commencing October 1, 2008 through September 30, 2009.

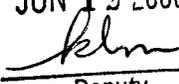
ARTICLE 4

- 4.1.3 Year 3 – October 1, 2007 through September 30, 2008 – for a grand total of \$536,716.00 with a breakdown as follows:

4.1.3.1 Vehicle Services

- 4.1.3.1.1 Estimated Annual Vehicle Service Hours – 21,800
- 4.1.3.1.2 Estimated Operating Cost Per Hour - \$24.62
- 4.1.3.1.3 Total Annual Cost - \$536,716.00

★ CLERK ★
FILED
Time 10:28 am

JUN 12 2008
By 
Deputy
Carson City, Nevada

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 0506-035**

4.1.4 Year 4 (Option Year 1) - October 1, 2008 through September 30, 2009 - for a Grand Total of \$560,914.00 with a breakdown as follows:

4.1.4.1 Vehicle Services

4.1.4.1.1 Estimated Annual Vehicle Service Hours - 21,800

4.1.4.1.2 Estimated Operating Cost Per Hour - \$25.73

4.1.4.1.3 Total Annual Cost - \$560,914.00

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document and the other amendments that are not in conflict with this amendment remain in full force and effect for the duration of the Contract term.

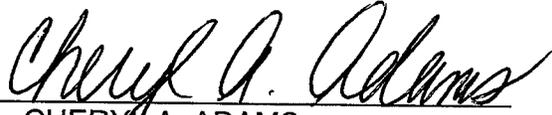
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 0506-035**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Cheryl A. Adams, Purchasing &
Contracts Manager
201 North Carson Street Suite 11
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30135
Fax: 775-887-2107
CAdams@ci.carson-city.nv.us

By: 
CHERYL A. ADAMS
Purchasing & Contracts Manager

DATED 5/30/08

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

DATED 5/30/08

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Public Works Director
Public Works
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@ci.carson-city.nv.us

By: 
ANDY BURNHAM
Public Works Director

DATED 5/30/08

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 0506-035**

Jon Monson being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**; that he has read the foregoing Amendment 4; and that he understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

BY: Jon Monson *JEFF HEAVRIN / WC Pihl*
TITLE: ~~GEO~~ CFO *Vice President, Authorized Rep*
FIRM: MV Transportation, Inc.
BUSINESS LICENSE #: 08-18284
Address: 360 Campus Lane, Suite 201
City: Fairfield State: CA Zip Code: 94534
Telephone: 707-863-8980 extension 3034/ Fax #: 707-863-8944
E-mail Address: ~~JMonson@mvtransit.com~~ *JEFF.HEAVRIN@MVTRANSIT.COM*

Jeff Heavrin / WC Pihl

(Signature of **INDEPENDENT CONTRACTOR**)

DATED 5/29/08

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of _____, 2008,
by Jon Monson.

(Signature of Notary) *Please see attached af 5/29/08*
(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 4
Contract No. 0506-035**

CONTRACT ACCEPTANCE AND EXECUTION:

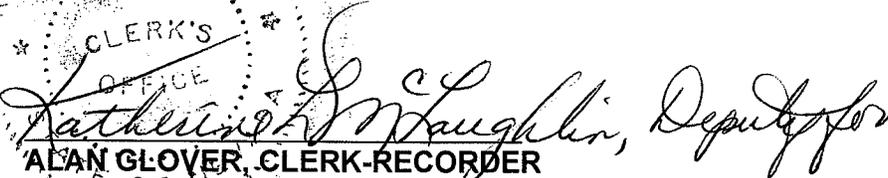
The Carson City Regional Transportation Commission at their publicly noticed meeting of June 11, 2008 approved Amendment 4 for **CONTRACT No.0506-035**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set her hand to this document and record her signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



SHELLY ALDEAN, CHAIRPERSON

DATED this 11th day of June, 2008.

ATTEST:
CLERK'S
OFFICE

ALAN GLOVER, CLERK-RECORDER

DATED this 11th day of June, 2008.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California
County of Solano

Subscribed and sworn to (or affirmed) before me on this
29th day of May, 20 08, by

(1) Jeff Heavrin
Name of Signer

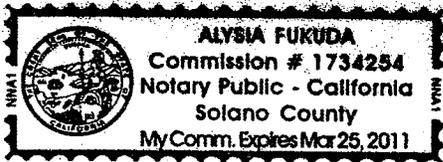
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~X~~

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Alysia Fukuda, Notary Public
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of Solano

Subscribed and sworn to (or affirmed) before me on this

29th day of May, 2008, by
Date Month Year

(1) W.C. Pihl
Name of Signer

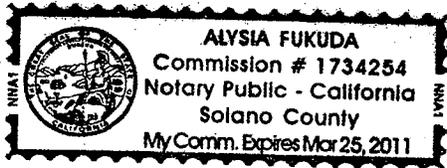
proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (x)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Alysia Fukuda, Notary Public
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 0506-035**

THIS AMENDMENT is made and entered into this 8th day of April, 2009, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **MV Contract Transportation, Inc.**, a subsidiary of **MV Transportation, Inc.**, hereinafter referred to as the "**INDEPENDENT CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 0506-035 Carson City Community Transit Service Operations**.

WITNESSETH:

WHEREAS, MV Transportation, Inc. as the **INDEPENDENT CONTRACTOR**, originally executed **CONTRACT # 0506-035 for Carson City Community Transit Service Operations**;

WHEREAS, MV Transportation, Inc. desires to assign its rights, duties, and obligations under the **CONTRACT** to its subsidiary corporation, MV Contract Transportation, Inc.;

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, the **CITY** hereby approves of the assignment of the **CONTRACT** to MV Contract Transportation, Inc. as the **INDEPENDENT CONTRACTOR**;

WHEREAS, the **CITY** and **INDEPENDENT CONTRACTOR** desires to amend **Article 1 Contract Term** and **Article 4 Consideration** of the original contract to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the **CITY**.

NOW, THEREFORE, in consideration of the aforesaid promises, the **CITY** and MV Contract Transportation, Inc. as the **INDEPENDENT CONTRACTOR** agree as follows:

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 0506-035**

ARTICLE 1

- 1.3 Contract Term - Pursuant to this section, CITY exercises its right to extend the contract for an additional one (1) year term (Year 5), commencing October 1, 2009, through September 30, 2010.

ARTICLE 4

- 4.1.4 Year 5 - October 1, 2009 through September 30, 2010 - for a Grand Total of \$571,780.00 with a breakdown as follows:

4.1.4.1 Vehicle Services

4.1.4.1.1 Estimated Annual Vehicle Service Hours - 22,000

4.1.4.1.2 Estimated Operating Cost Per Hour - \$25.99

4.1.4.1.3 Total Annual Cost - \$571,780.00

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 0506-035**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Sandy Scott, Purchasing &
Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

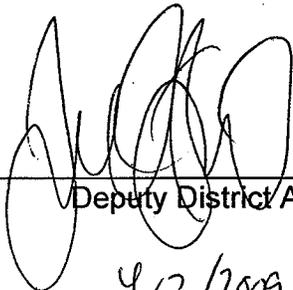
By: Chris McQuay for Sandy Scott
Sandy Scott

DATED 4/2/2009

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

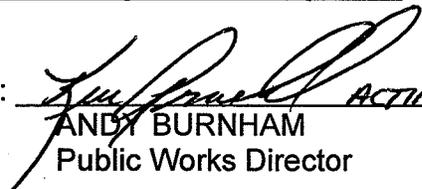
I have reviewed this Contract and approve as to its legal form.

By: 
Deputy District Attorney

DATED 4/2/2009

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@ci.carson-city.nv.us

By:  ACTING
ANDY BURNHAM
Public Works Director

DATED 4/2/09

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 0506-035**

Kevin Klika being first duly sworn, deposes and says: That he is the **INDEPENDENT CONTRACTOR**; that he has read the foregoing Amendment 4; and that he understands the terms, conditions, and requirements thereof.

INDEPENDENT CONTRACTOR

BY: Kevin Klika *WC PHTL*
TITLE: ~~CEO~~ *VP Bus Dev*
FIRM: MV Transportation, Inc.
BUSINESS LICENSE #: 09-18284
Address: 360 Campus Lane, Suite 201
City: Fairfield State: CA Zip Code: 94534
Telephone: 707-863-8980 extension 3034/ Fax #: 707-863-8944
E-mail Address: KKlika@mvtransit.com


(Signature of INDEPENDENT CONTRACTOR)

DATED MARCH 27, 2009

STATE OF _____)
County of _____) ss

Signed and sworn (or affirmed) before me on this _____ day of _____, 2009,
by Jon Monson.

PLEASE SEE ATTACHED
(Signature of Notary)

(Notary Stamp)

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 5
Contract No. 0506-035**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of April 8, 2009 approved Amendment 5 for **CONTRACT No.0506-035**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set her hand to this document and record her signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



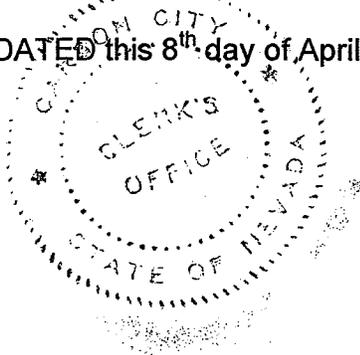
SHELLY ALDEAN, CHAIRPERSON

DATED this 8th day of April, 2009

ATTEST:


for **ALAN GLOVER, CLERK-RECORDER**

DATED this 8th day of April, 2009



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California

County of Solano

Subscribed and sworn to (or affirmed) before me on this

27th day of March, 2009, by
Date Month Year

(1) Kevin A. Klika
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Elyse Sottero, Notary Public
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 6
Contract No. 0506-035**

THIS AMENDMENT is made and entered into this 9th day of September, 2009, by and between the City and County of Carson City, a political subdivision of the State of Nevada, hereinafter referred to as the "**CITY**", and **MV Contract Transportation, Inc.**, a subsidiary of **MV Transportation, Inc.**, hereinafter referred to as the "**INDEPENDENT CONTRACTOR**", and is made to amend the existing contract known as **CONTRACT # 0506-035 Carson City Community Transit Service Operations**.

WITNESSETH:

WHEREAS, MV Transportation, Inc. as the **INDEPENDENT CONTRACTOR**, originally executed **CONTRACT # 0506-035 for Carson City Community Transit Service Operations**;

WHEREAS, MV Transportation, Inc. desires to assign its rights, duties, and obligations under the **CONTRACT** to its subsidiary corporation, MV Contract Transportation, Inc.;

WHEREAS, MV Contract Transportation, Inc. warrants it will perform all duties and obligations of the **CONTRACT** in accordance with the terms and conditions of the **CONTRACT** as originally executed and as thereafter amended;

WHEREAS, the **CITY** hereby approves of the assignment of the **CONTRACT** to MV Contract Transportation, Inc. as the **INDEPENDENT CONTRACTOR**;

WHEREAS, the **CITY** and **INDEPENDENT CONTRACTOR** desires to amend **Article 4 Consideration** of the original contract and Amendment No. 5 to include that which is contained herein; and

WHEREAS, it is deemed that said amendment is both necessary and in the best interests of the **CITY**.

NOW, THEREFORE, in consideration of the aforesaid promises, the **CITY** and MV Contract Transportation, Inc. as the **INDEPENDENT CONTRACTOR** agree as follows:

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 6
Contract No. 0506-035**

ARTICLE 4

4.1.4 Year 5 - October 1, 2009 through September 30, 2010 - for a Grand Total of \$584,525.00 with a breakdown as follows:

4.1.4.1 Vehicle Services

- 4.1.4.1.1 Estimated Vehicle Service Hours for Virginia City Fixed Route - 500
- 4.1.4.1.2 Estimated Operating Cost Per Hour - \$25.49
- 4.1.4.1.3 Total Annual Cost – Original Contract Amount of \$571,780.00 plus this amendment of \$12,745.00

IT IS ALSO AGREED, that all unaffected conditions, requirements, and restrictions of the Original Contract document (and the other amendments that are not in conflict with this amendment) remain in full force and effect for the duration of the Contract term.

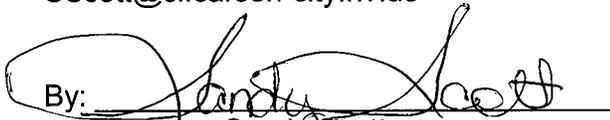
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 6
Contract No. 0506-035**

ACKNOWLEDGMENT AND EXECUTION:

In witness whereof, the parties hereto have caused this Amendment to be signed and intend to be legally bound thereby.

CARSON CITY

Finance Director
Attn: Sandy Scott, Purchasing &
Contracts Coordinator
201 North Carson Street, Suite 3
Carson City, Nevada 89701
Telephone: 775-887-2133 ext. 30137
Fax: 775-887-2107
SScott@ci.carson-city.nv.us

By: 
Sandy Scott

CITY'S LEGAL COUNSEL

Neil A. Rombardo, District Attorney

I have reviewed this Contract and approve
as to its legal form.

By: 
Deputy District Attorney

DATED 12/2/09

DATED 12-2-09

CITY'S ORIGINATING DEPARTMENT

BY: Andy Burnham, Director
Carson City Public Works Department
3505 Butti Way
Carson City, NV 89701
Telephone: 775-887-2355
Fax: 775-887-2112
ABurnham@ci.carson-city.nv.us

By: 
ANDY BURNHAM
Public Works Director

DATED 12/3/09

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Solano

Subscribed and sworn to (or affirmed) before me on this 27th day of October, 2009, by

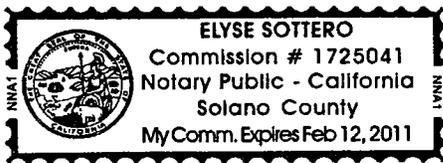
(1) Kevin A. Klika,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(2) Douglas Gies (and
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Elyse Sottero, Notary Public
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Contract Amendment No. 6

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
AMENDMENT No. 6
Contract No. 0506-035**

CONTRACT ACCEPTANCE AND EXECUTION:

The Carson City Regional Transportation Commission at their publicly noticed meeting of September 9, 2009 approved Amendment 6 for **CONTRACT No.0506-035**. Further, the Carson City Regional Transportation Commission authorizes the Chairperson to set her hand to this document and record her signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA



SHELLY ALDEAN, CHAIRPERSON

DATED this 9th day of September, 2009





ALAN GLOVER, CLERK-RECORDER

DATED this 9th day of September, 2009