

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 07/25/2012

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FROM (DEPARTMENT): LADOT

CONTACT PERSON: Michael Pascual PHONE: 928-9750

CONTRACT NO.: C-119933 - / COUNCIL FILE NO.: 11-1188

ADOPTED BY COUNCIL: 08/17/2011
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT _____
AMENDMENT NO. X
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____

CONTRACTOR NAME: MV Transportation, Inc.

TERM OF CONTRACT: 12/07/2011 THROUGH: 11/30/2016

TOTAL AMOUNT: Not to Exceed \$64,504,684.00

PURPOSE OF CONTRACT:

The contract is amended to reflect the assignment of the contract from CUSA CC, LLC, d.b.a. Coach America to MV Transportation, Inc. beginning 6/1/2012.

**FIRST AMENDMENT TO THE
AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
CUSA CC, LLC, d.b.a. COACH AMERICA
FOR THE OPERATION OF
CITY OF LOS ANGELES,
DEPARTMENT OF TRANSPORTATION'S (LADOT)
BUS TRANSIT OPERATIONS FOR THE
NORTH REGION**

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND CUSA CC, LLC d.b.a. COACH AMERICA
FOR THE OPERATIONS OF LADOT'S BUS TRANSIT OPERATION
SERVICES FOR THE NORTH REGION
OF THE COMBINED SERVICES REQUEST FOR PROPOSALS (RFP)**

THIS FIRST AMENDMENT TO AGREEMENT NUMBER C-19933 amends the agreement entered into between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City") and CUSA CC, LLC d.b.a. Coach America (herein after referred to as the "Contractor") on November, 15, 2011 for the operations of the City of Los Angeles, Department of Transportation's (LADOT) North Region bus transit operation services ("Agreement"). This amendment assigns the Agreement from CUSA CC, LLC d.b.a. Coach America to MV Transportation, Inc. ("Assignee").

This Amendment affects the Section I.A. – Parties to this Agreement, Section I.B.1.b – The representative of the contractor and adds a new section (see Section III of the First Agreement).

WITNESSETH

WHEREAS, the City was desirous of obtaining services for the management and operation of the North Region of the City of Los Angeles, Department of Transportation, Bureau of Transit Operations' Combined Services Request for Proposals (RFP), known herein as North Region;

WHEREAS, the City issued a Request for Proposals (RFP) dated November 1, 2010 to local and national companies interested in providing such service, which the RFP, along with its Exhibits, Forms, Appendices, Attachments and Addendum, is on file with LADOT and was incorporated by reference to the agreement;

WHEREAS, the Contractor has the management and technical expertise and other assets necessary for the operation of the North Region; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, which proposal was dated February 18, 2011 and was incorporated by reference to the agreement (collectively herein referred to as the "Proposal");

WHEREAS, the City has requested that the Contractor operate the North Region in the time and manner set forth in the RFP and Proposal. The City and Contractor

executed the Agreement on November 15, 2011, referenced as Contract Number C-119933.

WHEREAS, Contractor filed for Chapter 11 under the United States Bankruptcy Court for the District of Delaware.

WHEREAS, Contractor sold, transferred, conveyed and delivered the Agreement to MV Transportation, Inc. ("Assignee") effective as of 12:01 am on June 1, 2012. This conveyance of the Agreement was approved by the United States Bankruptcy Court for the District of Delaware pursuant to Sections 105, 363, and 365 of the Bankruptcy Code. Notice letter to the City pertaining to the conveyance is attached with this First Amendment to the Agreement as Attachment A.

WHEREAS, the City approved the conveyance as evidenced by a letter dated May 30, 2012 to Contractor and Assignee and is attached with this First Amendment to the Agreement as Attachment B.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the agreement, the parties hereto agree to amend the existing agreement as follows:

SECTION I OF THE FIRST AMENDMENT

The Agreement is amended by replacing the language contained in Section I – Introduction and Conditions Precedent, Part A – Parties to the Agreement, Item 2, in its entirety, with the following language:

2. CUSA CC, LLC, d.b.a. Coach America, a Limited Liability Company, having its principal offices at 3333 E. 69th Street, Long Beach, CA 90805 is replaced by MV Transportation, Inc., having its principal offices at 5910 N. Central Expressway , Suite 1145, Dallas, Texas 75206 as Assignee of the Agreement.

SECTION II OF THE FIRST AMENDMENT

The Agreement is amended by replacing the language contained in Section I – Introduction and Condition Precedent, Part B – Representatives of the Parties and Service of Notices, item 1, subsection b – The representative of the contract, in its entirety, with the following language:

1.b. The representative of the Assignee shall be:

Daniel Lee
MV Transportation, Inc.
2024 College Street
Elk Horn, IA 51531

ATTACHMENT A

Coach America
We Make The Trip

May 22, 2012

VIA EMAIL AND FEDERAL EXPRESS

Mr. James Lefton
Executive Officer, Transit Services
LADOT
100 South Main Street, 10th Floor
Los Angeles CA 90012

Re: Agreement Between the City of Los Angeles and CUSA CC, LLC d.b.a. Coach America for the Operations of the City of Los Angeles, Department of Transportation's (LADOT) Bus Transit Operations for the North Region (the "Agreement")

Dear Mr. Lefton:

This constitutes notice on behalf of CUSA CC, LLC, ("Coach America") that the Agreement has been sold, transferred, conveyed and delivered by Coach America to MV Transportation, Inc. ("MV"), effective as of 12:01 a.m. on June 1, 2012. The conveyance of the Agreement by Coach America to MV has been approved by the United States Bankruptcy Court for the District of Delaware pursuant to sections 105, 363, and 365 of the Bankruptcy Code.

If you have any questions, please don't hesitate to contact me.

Sincerely yours,



George W. Hanthorn
Senior Vice President & General Counsel
972-354-3504 (direct)
george.hanthorn@coachamerica.com

cc: MV Transportation, Inc. (via email)

ATTACHMENT B

CITY OF LOS ANGELES

CALIFORNIA

Jaime de la Vega
GENERAL MANAGER



DEPARTMENT OF TRANSPORTATION

100 South Main Street, 10th Floor
Los Angeles, California 90012
(213) 972-8470
FAX (213) 972-8410

ANTONIO R. VILLARAIGOSA
MAYOR

VIA REGULAR U.S. MAIL AND EMAIL

May 30, 2012

George W. Hanthorn
Senior Vice President & General Counsel
Coach America
8150 North Central Expressway, Suite M1000
Dallas, TX 75206
george.hanthorn@coachamerica.com

Kevin A. Klika
President/Chief Operating Officer
MV Transportation, Inc.
5910 N. Central Expressway, Suite 1145
Dallas, TX 75206
kklika@mvtransit.com

Re: Assignment of the City of Los Angeles, Department of Transportation's (LADOT) North Region Bus Services Contract from CUSA CC, LLC d.b.a. Coach America to MV Transportation, Inc.

Dear George and Kevin:

This letter is in response to CUSA CC, LLC d.b.a. Coach America's (Coach America) letter of May 22, 2012 notifying The City of Los Angeles, Department of Transportation (LADOT) of the sale, transfer, conveyance and delivery of LADOT's North Region Bus Services Contract (Agreement) to MV Transportation, Inc. (MV). LADOT hereby confirms, through this letter, that it authorizes the sale, transfer, conveyance and delivery of the Agreement from Coach America to MV.

Sincerely,

James Lefton
Executive Officer
Transit Services

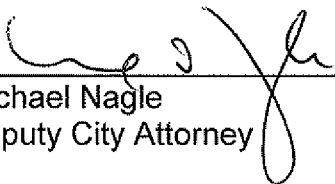
SECTION III OF THE FIRST AMENDMENT

Except as specifically provided in Sections I and II of this First Amendment, the Parties understand and agree that this First Amendment to the Agreement shall not, in any manner, alter, change, modify or affect the rights, privileges, duties or obligations of the parties contained in Agreement No.C-119933 and, further, that all of the terms, covenants and conditions of Agreement No. C-119933, including all documents incorporated by reference to the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this first amendment to the agreement to be executed by their duly authorized representatives.

Carmen A. Trutanich, City Attorney

Executed for:
The City of Los Angeles

By: 
Michael Nagle
Deputy City Attorney

By: 
Jaime de la Vega
General Manager
Department of Transportation

Date: 7/23/12

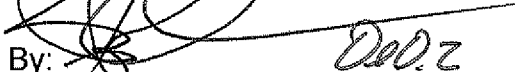
Date: 7-25-12

Attest:
June Lagmay, City Clerk



Executed for:
MV Transportation Inc.

By: 

By: 
Brad Cornelsen
Chief Financial Officer
MV Transportation, Inc.

Date: 7-25-12

Date: 6/13/12

City Council File Number: 11-1188

Said Agreement is Number: C-119933

Date of City Council Approval of original Contract: 08/17/2011