

MAINTENANCE SERVICE AGREEMENT

CUSTOMER NAME: Glacier Valley Transit

REPRESENTATIVE: Brett Bitner

E-MAIL:

ADDRESS: P.O. Box 249, Girdwood, Alaska 99587

PHONE: (907) 382-9908

FAX:

This Agreement is made by and between MV Public Transportation, Inc. a California Corporation, hereinafter referred to as "MV" and Glacier Valley Transit hereinafter referred to as "Customer." Customer hereby hires MV to provide vehicle maintenance services in accordance with the terms and conditions hereinafter set forth.

1. TERM. The term of this Agreement shall be for a period of twelve (12) months to commence on February 1, 2008 through January 31, 2009. This Agreement may be extended for additional periods of twelve (12) months each upon the mutual written agreement of MV and Customer. The terms and rates shall be negotiated for each extension year of the contract prior to the commencement of any extension period.

2. SCOPE OF WORK. At Customer's request MV will provide personnel and equipment for all preventive and basic vehicle maintenance to Customer's vehicles. MV will make every effort to complete repairs in a timely manner, and will endeavor to communicate to Customer the status of repairs on a regular basis. MV will maintain a file on each Customer vehicle for which service is performed. Upon verbal confirmation from Customer, MV is authorized to secure parts and tires to fulfill all repair orders. MV will purchase parts from local and national accounts and charge the Customer according to the RATE section below. Said rates shall also include the cost of freight associated with the shipping of any parts and supplies that are part of an authorized order. Unless otherwise directed by the Customer, MV will only outsource the repair of major vehicle components such as engine and transmission replacements. MV will outsource other repairs when necessary and as directed. Any and all outsourced repair work will be charged to Customer at a rate based upon the vendor's actual invoice plus a twenty percent (20%) administrative fee.

3. RATE. Customer agrees to pay MV for the services identified herein:

1. Vehicle Inspection and Diagnostic rate: \$60.00 per hour.
2. Vehicle Repairs and Preventive Maintenance rate: \$78.00 per hour.
3. All authorized parts, supplies and outsourced service repairs shall incur a twenty percent (20%) administrative fee.

4. INVOICES AND PAYMENT. MV shall, within the first seven (7) days of the month after which services were performed, provide Customer an invoice for services performed. Customer shall pay MV within thirty (30) days of receipt of MV's invoice. Customer agrees to pay MV a late fee of one percent (1%) per month, compounded monthly, for all unpaid invoices or portions thereof. MV reserves the right to terminate this Agreement if invoices are not paid within thirty (30) days of Customer's receipt of MV's invoice.

5. COMPLETE AGREEMENT. This Agreement contains the entire understanding between the parties. Any prior agreement or understanding, whether oral or written, shall be invalid upon execution of this Agreement.

6. CHANGES. Changes to this Agreement shall be effective only upon written agreement between the parties. Each change to this Agreement shall be sequentially numbered as an Amendment hereto and signed by authorized representative(s) of MV and the Customer. Such Amendments shall only amend the specific portions of this Agreement as written in the Amendment and shall not change any other portion of this Agreement.

7. FORCE MAJEURE. MV shall be excused from performing obligations under this agreement during the time and to the extent it is prevented from performing by a cause beyond its control, including but not limited to, any incidence of fire, flood, or strike; acts of God; acts of the local, state, or federal government, to include but not limited to, commandeering of materials, products, or facilities; war or civil disobedience, fuel shortages, and severe weather.

8. INSURANCE. During the term of this Agreement, MV shall maintain an insurance program of general liability coverage, automobile liability coverage, and workers compensation. As evidenced by the Certificate of Insurance, Customer shall be named an additional insured and shall be provided with such proof of insurance prior to the start of any work under this agreement.

9. INDEMNIFICATION. MV shall indemnify and hold harmless Customer, its officers, agents and employees from any and all claims, liabilities, costs and expenses to all persons arising out of or in the course of performance of this Agreement, except to the extent those claims, liabilities, costs and expenses are as a result of the negligence or willful misconduct of Customer, its officers, agents and employees.

10. TERMINATION. Either party may terminate this Agreement for convenience by providing the other party with thirty (30) days advance written notice. The notice shall specify a termination date. If Customer terminates this Agreement for convenience prior to the expiration of this Agreement, or any extension thereof, Customer agrees to pay MV for all unpaid services rendered to the date of termination.

11. INDEPENDENT CONTRACTOR. In performing under this Agreement, MV shall act at all times as an independent contractor. Nothing contained in this Agreement shall be construed or applied so as to create the relationship of principal and agent, or of employer and employee, between MV and Customer.

12. MV COST INCREASES. In the event of the occurrence or circumstance which results in increased costs to MV, including but not limited to, increases in the costs of labor or materials resulting from changing market conditions or the enactment of any federal, state, or local law, including but not limited to, any increase in the minimum wage or healthcare benefits, MV may increase the rates herein upon providing Customer sixty (60) days advance written notice of the rate increase. Within thirty (30) days receipt of such notice, Customer may terminate this Agreement by providing written notice of termination.

13. LEGAL FEES. In the event it becomes necessary for either party to obtain the services of an attorney to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, costs and expenses.

14. NOTICES. Notices under this Agreement shall be deemed effective on the date of mailing, certified, return-receipt requested, to the following addresses:

To Customer: Attn: Brett Bitner
P.O. Box 249
Girdwood, Alaska 99587

To MV: Attn: Contract Administrator
360 Campus Lane, Suite 201
Fairfield, CA 94534

15. SEVERABILITY. In the event that any portion of this Agreement is held invalid, the remaining portions shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto through their respective representatives have caused this Agreement to be executed on the date written below.

Glacier Valley Transit

By: [Signature]

Print Name: BRETT BITNER

Title: OPERATIONS MANAGER

Date: 4-21-08

MV Public Transportation, Inc.

By: [Signature]

Print Name: Kevin Klika / WE PIH

Title: President, Authorized Rep / Vice President, Authorized Rep

Date: 4-11-08

**AMENDMENT FIVE
TO
MAINTENANCE SERVICE AGREEMENT**

THIS AMENDMENT NUMBER FIVE is made and entered into as of May 20th, 2021 (the "Effective Date") by and between MV Public Transportation, Inc. ("MV") and Glacier Valley Transit ("Customer").

WHEREAS, MV and Customer entered into that certain Maintenance Service Agreement dated May 20, 2011, as amended (the "Agreement"), and

WHEREAS, the parties wish to extend the term of the Agreement as set forth herein.

NOWHEREFORE, the parties hereby agree as follows:

1. **Term.** The term of the Agreement shall extended for a period of one (1) year to commence on July 1, 2021 and ending on June 30, 2022, unless earlier terminated in accordance with Section 10 of the Agreement. The parties may mutually agree to extend the term of the Agreement for successive one (1) year terms.
2. **RATES.** Customer agrees to pay MV for services performed at the rate of \$89.56 per labor hour, plus the cost of parts and taxes, plus a fifteen percent (15%) administrative fee.
3. Except as expressly amended herein, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, MV and Customer have caused their duly appointed representatives to execute this Amendment.

MV PUBLIC TRANSPORTATION, INC.

GLACIER VALLEY TRANSIT

By: DocuSigned by:
Marie Meisenbach Graul
Name: Marie Meisenbach Graul
Title: Chief Financial Officer

By: Dawn Johnson
Name: Dawn Johnson
Title: Executive Director