



September 3, 2019

Via E-Mail and USPS Mail

Sharon Landers, City Manager  
City of Carson  
701 E. Carson Street  
Carson, CA 90745  
Attn: Jason Jo  
E-Mail: [jjjo@carson.ca.us](mailto:jjjo@carson.ca.us)

*Re: Request for Refund of Unauthorized Payments regarding that certain Fixed Route Transportation Contract Services Agreement (the "Contract"), dated January 1, 2016, by and between the City of Carson ("City") and MV Transportation, Inc. ("MV")*

Dear Ms. Landers,

This letter agreement (the "Agreement") memorializes our understanding regarding the services provided under the Contract. The City and MV were involved in certain discussions regarding unauthorized charges for revenue hours exceeding the amount under the Contract. In a letter dated July 11, 2019, from the City Attorney's office, it was made clear that MV had overbilled the City for revenue hours during the period of January 1, 2018 through December 31, 2018. The annual maximum amount of revenue hours for which the City is authorized to compensate MV for its services under the Contract is 26,616. The total hours billed to the City during said period was 28,195.91. The excess of 1,579.91 hours at the Contract rate of \$60.153 per hour resulted in the City overpaying a total of \$95,036.32.

Per the phone conference between MV and the City on August 21, 2019 and email correspondence between MV and the City on August 26, 2019, MV has requested, and the City has agreed, to allow for the full refund to the City of the unauthorized payments made, in the amount of \$95,036.32, subject to the terms and conditions stated in this letter Agreement.

Therefore, the parties hereby agree as follows:

1. MV shall credit the City's account for the services under the Contract in four (4) equal installments of \$23,759.08 each, for a total refund of \$95,036.32.
2. Said credit installments shall be applied to the June 2019, July 2019, August 2019, and September 2019 invoice statements.
3. Within ten (10) business days from the date of execution of this letter Agreement by the City, MV shall provide the City with amended invoices for the months of June 2019 and July 2019 reflecting the application of the foregoing credit installments. MV shall then provide the City with

Ms. Sharon Landers, City Manager  
City of Carson  
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invoices reflecting the application of the foregoing credit installments for August 2019 and September 2019 in accordance with Section 2.4 ("Invoices") of the Contract. City will not process payments of any of the foregoing invoices until the amended invoices have been received, notwithstanding any provision of the Contract to the contrary.

4. Moving forward, MV shall invoice the City for revenue hours at rates not to exceed those stated in the Contract and shall refrain from invoicing the City for unauthorized revenue hours that exceed the limits under the Contract.

All capitalized terms used but not defined in this letter Agreement shall have the meaning ascribed to such terms in the Contract. This letter Agreement may be executed in multiple counterparts, and the signature of any party to this letter Agreement transmitted to the other party by e-mail shall be deemed an original signature of the transmitting party. Except as expressly modified by this letter Agreement, the Contract shall remain unmodified and in full force and effect.

The person(s) executing this letter on behalf of MV represents and warrants that (i) MV is duly organized and existing, (ii) they are duly authorized to execute and deliver this letter Agreement on behalf of MV, (iii) by so executing this letter Agreement, MV is formally bound to the provisions of this letter Agreement, and (iv) entering into this letter Agreement does not violate any provision of any other agreement to which MV is bound.

Please acknowledge approval and acceptance of the terms in this letter Agreement by signing in the signature line below. Thank you.

Sincerely,

MV TRANSPORTATION, INC.



Marie Meisenbach Graul  
EVP, Chief Financial Officer

ACKNOWLEDGED AND AGREED  
TO ON THIS DAY OF \_\_\_ SEPTEMBER, 2019 BY:

CITY OF CARSON

\_\_\_\_\_  
Sharon Landers  
City Manager

cc (via email): Idris J. Al-Oboudi, Director of Community Services  
Sunny K. Soltani, City Attorney