

## **FIRST AMENDMENT TO THE SERVICE AGREEMENT BETWEEN THE CITY OF FRESNO AND B T & T TRAVEL, INC. dba BEST TOURS & TRAVEL**

THIS FIRST AMENDMENT TO THE SERVICE AGREEMENT (Amendment) made and entered into effect on 6/5/2025, between the CITY OF FRESNO, a California municipal corporation (City), and B T & T TRAVEL, INC. dba BEST TOURS & TRAVEL, a California corporation (Contractor), to provide charter bus transportation services.

### **RECITALS**

WHEREAS, the City and the Contractor entered into an agreement on July 26, 2023 (Agreement) to provide charter bus transportation services (the Project); and

WHEREAS, the City and the Contractor desire to amend the Agreement to modify the professional liability insurance policy requirement only by incorporating and replacing it with Bus and Motorcoach Transportation Policy and Procedure attached hereto as Exhibit A; and

WHEREAS, Bus and Motorcoach Transportation Policy and Procedure sets forth and outlines the standards and process for contracted charter bus transportation services that the Contract agrees to provide, abide by and comply with; and

WHEREAS, the Contractor affirms that it has no claim, demand, or dispute against the City and agrees and confirms that it will abide by all obligations contained in the agreement entered into on July 26, 2023, with no gaps in obligations thereunder.

### **AGREEMENT**

NOW, THEREFORE, the parties agree that the aforesaid Agreement be amended as follows:

1. The recitals to this Amendment are incorporated and made a part of this Amendment.
2. The Contractor agrees to comply with the Bus and Motorcoach Transportation Policy and Procedure (Exhibit A) outlining the standards and process for contracted organizations that provide charter bus transportation services.
3. The Agreement is extended to July 26, 2026.
4. Section III, Paragraph 6 of the General Conditions of the RFP for Requirements Contract for Charter Bus Services (Request for Proposal No. 12302539) is amended to remove the following:

“A Professional Liability (Abuse & Molestation) that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts.”

PROFESSIONAL LIABILITY (Abuse and Molestation) :

(i) \$1,000,000 per claim/occurrence; and,

(ii) \$2,000,000 policy aggregate.


5. Except as otherwise provided herein, the Agreement, and all obligations contained therein remain in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day and year first above written.

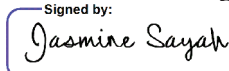
CITY OF FRESNO,  
A California municipal corporation

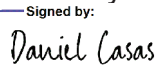
B T & T TRAVEL, INC. dba BEST TOURS & TRAVEL  
A California corporation

By:   
4B59C02BA274430...  
Georgeanne A. White,  
City Manager

By:   
61A630D85F1D487...  
Service Provider Signatory Name & Title

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

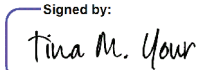
By:   
61A630D85F1D487...  
Name: Jasmine Sayah

By:   
8CA222CC4A66409... 6/4/2025  
Daniel E. Casas Date  
Senior Deputy City Attorney

Title: CFO  
\_\_\_\_\_  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

ATTEST:  
TODD STERMER, MMC  
City Clerk

By:   
61A630D85F1D487...  
Name: Jasmine Sayah

By:   
CAB3057983E04D4... 6/5/2025  
Deputy Date

Title: CFO  
\_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Addresses:

CITY:  
City of Fresno  
Parks, After School, Recreation and  
Community Services Department  
Attention: Aaron A. Aguirre,  
Director  
1515 E. Divisadero  
Fresno, CA 93721

CONTRACTOR:  
B T & T Travel, Inc. dba Best Tours & Travel  
Attention: Jasmine Sayah  
CEO  
2609 E. Mckinley Ave  
Fresno, CA 93703  
Telephone: 559-237-9410  
E-Mail: Jasmine@besttoursandtravel.com

Attachment:  
Exhibit A- Bus and Motor Coach Policy  
Exhibit B- Updated Cost Proposal

# Exhibit A

## Bus and Motorcoach Transportation Policy and Procedure

**Purpose:** To establish a policy and procedure to implement bus/motorcoach rider safety for contracted charter bus services.

**Effective Date:** [Date] 6/5/2025

**Last Revision Date:** [Date]

**Vendor Policy:** The Service Provider, Best Tours, provided the following regulations:

Our Drivers being licensed and trained to transport youth (K-12 students), adults, and the public, adhering to specific safety standards.

These rules require that a designated onsite contact, charter leader, or a designated City of Fresno employee, must be present on the motorcoach to supervise participants prior to boarding. Drivers are restricted from allowing any participants on the motorcoach unless the onsite contact, charter leader, or designated City of Fresno employee is already present on the motorcoach before any participants are permitted to enter.

The same rules apply upon disembarking from the motorcoach. The motorcoach operators are to exit and be outside the vehicle before participants begin to exit. No motorcoach operators will be left alone with any participants unless a City of Fresno employee from the site is present and onboard. At that point, the City of Fresno employee will be responsible for the participants they have allowed onto the motorcoach and for overseeing the boarding and disembarking process.

**PARCS Policy:** The City of Fresno employee must accompany all participants on the bus/motorcoach. No youth participants may be left alone with the driver of the bus/motorcoach at any time for any reason. This policy is implemented to ensure the safety of all passengers and maintain a clear division of responsibilities.

**Procedure:**

PARCS will provide at least one lead chaperone (City of Fresno employee) per bus to serve as the main point of contact for the driver throughout the duration of the trip. The designated City of Fresno employee must remain on the bus/motorcoach for the entire duration of the travel.

**Guest Boarding Protocol:**

- The City of Fresno employee must enter the bus/motorcoach prior to the youth participants boarding.
- Youth Participants are not allowed to board the motorcoach until the designated City of Fresno employee is already present on the vehicle.

# Exhibit A

This rule ensures that an authorized individual is on board to supervise the participants before they board.

**Disembarking Protocol:**

- When participants disembark, the motorcoach operators will be outside the vehicle, ensuring that no motorcoach operators are left alone with participants unless a City of Fresno employee is present.
- The participants must exit/disembark the bus/motorcoach prior to the City of Fresno employee exiting/disembarking.

The City of Fresno employee will be responsible for overseeing the participants during the entire boarding and disembarking process.

# Exhibit B

(Submit with Proposal)

Proposer's Name BEST TOURS & TRAVEL

## COST PROPOSAL

### REQUIREMENTS CONTRACT FOR CHARTER BUS SERVICES

#### REQUEST FOR PROPOSALS NO. 12302539

TERM OF CONTRACT The Contract shall be in effect for TWO (2) year(s) from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO THE PURCHASING MANAGER, CITY OF FRESNO

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rates:

#### Section 1 - Camp Fresno 2025:

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>TRIP DETAIL</u>	<u>ITINERARY</u>	<u>BUS DETAIL</u>	<u>COST DETAIL</u>
1	<p><b>Camp Fresno 2025 Day Trip</b>                      Round-trip transportation to and from Camp Fresno.                      Charter bus to remain onsite</p>	<p>June 13, 2025                      June 20, 2025                      June 27, 2025</p> <p>July 11, 2025                      July 18, 2025                      July 25, 2025</p> <p>August 8, 2025</p> <p>*September 2025                      Approximately 5 trips.</p> <p>Total passengers per trip: 80</p>	<p><b>9:00AM Departure</b>                      City Hall                      2600 Fresno Street                      Fresno CA, 93721</p> <p><b>Destination:</b>                      Camp Fresno                      53849 Dinkey Creek Road                      Shaver Lake, CA 93664</p> <p><b>Charter bus to remain onsite.</b></p> <p><b>4:30PM Departure</b>                      Camp Fresno                      53849 Dinkey Creek Road                      Shaver Lake, CA 93664</p> <p><b>Destination:</b>                      Ted C. Wills Community Center                      770 N San Pablo Ave. Fresno, CA, 93726</p>	<p>Two charter buses seating up to 48 passengers each.</p> <p>Total number of seats in charter bus #1:  <u>48</u></p> <p>Total number of seats in charter bus #2:  <u>48</u></p>	<p>Please provide cost per trip date and total cost.</p> <p>Cost per bus:                      \$ <u>1,750.00</u></p> <p>*2 buses per trip date =                      \$ <u>3,500.00</u> Cost per trip date</p> <p>* 12 trip dates =                      \$ <u>42,000.00</u> total cost</p>

(Continued)

(Submit with Proposal)

Proposer's Name BEST TOURS & TRAVEL

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>TRIP DETAIL</u>	<u>ITINERARY</u>	<u>BUS DETAIL</u>	<u>COST DETAIL</u>
2	<p><b>Camp Fresno 2025 – Drop Off</b></p> <p>Transportation to Camp Fresno. Charter bus will not remain on site.</p>	<p>June 16, 2025 June 23, 2025</p> <p>July 7, 2025 July 14, 2025 July 28, 2025</p> <p>August 4, 2025</p> <p>Total passengers: 80</p>	<p><b>9:00AM Departure</b> City Hall 2600 Fresno Street Fresno CA, 93721</p> <p><b>Destination:</b> Camp Fresno 53849 Dinkey Creek Road Shaver Lake, CA 93664</p>	<p>Two charter buses seating up to 48 passengers each.</p> <p>Total number of seats in charter bus #1: <u>48</u></p> <p>Total number of seats in charter bus #2: <u>48</u></p>	<p>Cost per bus: \$ <u>875.00</u></p> <p>*2 buses per trip date = \$ <u>1,750.00</u> Cost per trip</p> <p>* 6 trip dates = \$ <u>10,500.00</u> total cost</p>
3	<p><b>Camp Fresno 2025 - Pick Up</b></p> <p>Transportation from Camp Fresno to Ted C. Wills Community Center.</p>	<p>June 18, 2025 June 25, 2025</p> <p>July 9, 2025 July 16, 2025 July 30, 2025</p> <p>August 6, 2025</p> <p>Total passengers: 80</p>	<p><b>11:00AM Departure</b> Camp Fresno 53849 Dinkey Creek Road Shaver Lake, CA 93664</p> <p><b>Destination:</b> Ted C. Wills Community Center 770 N San Pablo Ave. Fresno, CA, 93726</p>	<p>Two charter buses seating up to 48 passengers each.</p> <p>Total number of seats in charter bus #1: <u>48</u></p> <p>Total number of seats in charter bus #2: <u>48</u></p>	<p>Cost per bus: \$ <u>875.00</u></p> <p>*2 buses per trip date = \$ <u>1,750.00</u> Cost per trip</p> <p>* 6 trip dates = \$ <u>10,500.00</u> total cost</p>
<b>Section 1 - Camp Fresno 2025 sub-total:</b> (Item #1 + Item #2 + Item #3)					<u>\$63,000.00</u>

(Continued)

(Submit with Proposal)

Proposer's Name BEST TOURS & TRAVEL

Sixty-three thousand

The Total Amount of Proposal is

**Dollars and** Zero **Cents.**

The above amount shall include any and all applicable taxes.

The quantities listed on the proposal page(s) are estimates for the initial term. The actual requirement of the City may be more or less than the quantities specified. The City will pay for only those items which it actually delivered or received during the term of the Contract.

The City reserves the right to reject any and all proposals.

\* Please note that for item 7, 8, and 9 the minimum charge is based upon 5 hours and will be based upon time & mileage to cover costs of said service. Once details will be provided an actual Quote will be generated per the service needs and the direction of the City agent who is thus scheduling the charter with our Company.

\*\*For any wheelchair guests that would like to attend, the size capacity category to schedule would be a 54 passenger motorcoach. This motorcoach will then lose 10 seats to accommodate the transportation of said wheelchair guest. The wheelchair platform needs to have the motorcoach and the lift on a flat clear paved leveled surface. These conditions must be met in order for the lift to be operable. The lift itself can only carry a weight limitation of combined weight of guest and wheelchair to not exceed 500 pounds. The width is that of a standard wheelchair.

Daily Rate-(various trips (49-56 passengers) 5 hour minimum is \$1,730.00 per bus  
If the daily rate is up to 12 hours the rate would be \$3,500.00