

October 13, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED RETROACTIVE AMENDMENT NO. 3 TO AGREEMENT NO. 739-2021 WITH WEDRIVEU, INC. DBA NATIONAL EXPRESS CORPORATION FOR TRANSIT SERVICES TO INCREASE MAXIMUM COMPENSATION (All S. D.s)

(Fiscal Impact: \$90,000; Public Transportation Enterprise Fund; Not Budgeted; Discretionary)

The Public Works Department requests your Board's approval of the proposed amendment to Agreement No. 739-2021 with WeDriveU, Inc. dba National Express Corporation for public transit services to increase the maximum compensation by \$90,000, due to cost increases related to union negotiations.

WeDriveU, Inc. entered into Agreement No. 739-2021 on December 7, 2021 to provide operational and management services. Amendment No. 1 171-2025 was approved on April 8, 2025, for consent to assignment and transfer of agreement due to a name change. Amendment No. 2 was approved on June 16, 2026, to extend the contract to end on September 30, 2026, and increase compensation in an amount consistent with previous annual increases.

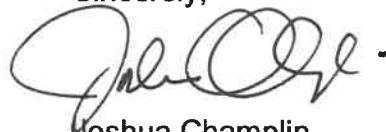
Amendment No. 2 included a clause that allowed for retroactive increase in compensation to the Contractor in the event union negotiations resulted in a higher wage. As a result of these union negotiations, the County and the Contractor agree to increase the revenue hour rate from \$49.33 to \$54.27, with other fees staying the same from July 2026 through September 2026. The proposed retroactive Amendment No. 3 increases the maximum compensation by \$90,000, for a new total not to exceed amount of \$1,567,259.

The approved budget for the Fiscal Year 2026-2027 included an allocation of appropriations in preparation for this request.

County Counsel has reviewed and approved this Amendment as to form.

Therefore, IT IS RECOMMENDED that your Board approve retroactive Amendment No. 3 to Agreement 739-2021 with WeDriveU, Inc. DBA National Express Corporation for transit services to increase maximum compensation by \$90,000, for a new total not to exceed amount of \$1,567,259 and authorize the Chairman to sign.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua Champlin".

Joshua Champlin
Director

JC:SG:AW:fs

K:\Administration\Board\2026\10 - October\10-13-2026\TrOps- WeDriveU\Updated Board letter- Amendment 3.docx

Attachment:

cc: County Administrative Office

GROUND  BOUNDLESS

**AMENDMENT NO. 3 TO
AGREEMENT WITH WEDRIVEU, INC. DBA NATIONAL EXPRESS TRANSIT
CORPORATION FOR
TRANSIT SERVICES**

THIS AGREEMENT, entered into the _____ day of _____, 2026, by and between the COUNTY OF KERN, a political subdivision of the State of California, ("**County**") as represented by the Kern County Public Works Department ("**Responsible County Department**") with its principal location at 2700 M Street Suite 400, Bakersfield, CA 93301, and WeDriveU, Inc. dba National Express Transit Corporation ("**Contractor**"), whose principal place of business is at 121 2nd Street, Suite 300, San Francisco, CA 94105.

WHEREAS, County entered into the following agreement with National Express Transit Corporation, located at 2601 Navistar Drive, Lisle, IL 60532 on December 7, 2021, (Agreement 739-2021) whereby National Express Transit Corporation is to provide operational and management services for County public transit system; and

WHEREAS, on April 8, 2025 the County and Contractor entered into Amendment No.1 for Consent to Assignment and Transfer of Agreement with National Express Transit Corporation to WeDriveU, Inc. dba National Express Transit Corporation; and

WHEREAS, Contractor has agreed to perform all of National Express Transit Corporations rights and responsibilities under the December 7, 2021 Agreement with the County; and

WHEREAS, on June 16, 2026 the County and the Contractor entered into Amendment No. 2 to extend the terms of the Agreement through September 30, 2026 and to establish payment terms for the extension period; and

WHEREAS, Amendment No. 2 increased, for the extension period, the compensation payable to the Contractor per revenue hour from \$46.45 to \$49.33, insurance cost per revenue hour from \$2.93 to \$3.08 and monthly administration fee from \$174,812.40 to \$182,049.63; and

WHEREAS, the County and the Contractor now desire to revise the compensation payable as contemplated in Amendment No. 2 due to foreseeable escalation; and

WHEREAS, County and Contractor agree to retroactively increase the extension period cost per revenue hour from \$49.33 to \$54.27, with insurance cost per revenue hour and monthly administration fees remaining unchanged.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. County agrees to the updated cost per revenue hour rate.
2. Contractor agrees to the updated cost per revenue hour rate.
3. Except as provided in this Assignment, all provisions of the original Agreement shall remain in full force and effect.



Brian Van Wyk

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers on the day and date hereinabove set forth.

APPROVED AND RECOMMENDED:

Public Works Department

By Joshua Champlin
Joshua Champlin, Director

Date 10/5/2026

COUNTY OF KERN

By _____
Chair, Board of Supervisors
"County"

Date _____

APPROVED AS TO FORM:

Office of the County Counsel

By Brian Van Wyk
Brian Van Wyk, Deputy

Date 10/5/2026

WeDriveU

Signed by:
By Erick Van Wagenen
Erick Van Wagenen, CEO
"Contractor"

Date 10/2/2026



Brian Van Wyk