

**Area Transit Management, Inc.
South Lake Tahoe Transit Services**

**AGREEMENT FOR SERVICES # AGMT 05-841
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 05-841 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Area Transit Management, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1679 Shop Street, South Lake Tahoe, California 96150 and whose mailing address is P.O. Box 18400, South Lake Tahoe, California 96151(hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to assist its Department of Transportation by providing transportation services for low income seniors and disabled citizens and by providing transportation services to the general public in the South Lake Tahoe Basin pursuant to Agreement for Services # AGMT 05-841, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-841 to add certain contract clauses and to delete a portion of one contract clause as required by the Federal Transit Administration and to acknowledge that the added provisions are required in accordance with **Article XX, Compliance with Federal Requirements** and **Article XXXVII, Incorporation of Federal Transit Administration (FTA) Terms** of Agreement for Services # AGMT 05-841;

NOW, THEREFORE, County and Contractor mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 05-841 as follows:

The following Articles are hereby added to the Agreement:

ARTICLE XLIV

Breaches and Dispute Resolution: Notwithstanding any other provision of this Agreement to the contrary, the following provisions shall apply:

- A. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of County's Director of Transportation. This decision shall be final and conclusive unless within seven (7) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Director of Transportation. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director of Transportation shall be binding upon Contractor and Contractor shall abide by the decision.

- B. Performance During Dispute - Unless otherwise directed by County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- C. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- D. Remedies - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between County and Contractor arising out of or relating to this Agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County of El Dorado, State of California.
- E. Rights and Remedies - The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by County or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE XLV

Disadvantaged Business Enterprises:

- A. This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal has not been established for this procurement.
- B. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Contract. Failure by contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after

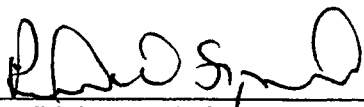
Contractor's receipt of payment for that work from County. In addition, Contractor may not hold retainage from its subcontractors.

- E. Contractor must promptly notify County whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of County.

The Agreement is further amended such that the reference to 49 U.S.C. 5310 (a)(2) for Elderly Individuals and Individuals with Disabilities in Section B of **ARTICLE XXXV, Transit Employee Protective Provisions**, is deleted for the purposes of this Contract related to 49 U.S.C. 5311 only.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-841 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT CONCURRENCE:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 1/12/06

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 05-841 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: James R. Sweeney
JAMES R. SWEENEY
Board of Supervisors
"County"

Dated: 02/07/06

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: Cindy Keck
Deputy Clerk

Dated: 02/07/06

-- AREA TRANSIT MANAGEMENT, INC. --

By: Ken Daley
Ken Daley
President
"Contractor"

Dated: JAN 20, 2006

By: Ken Daley
Corporate Secretary

Dated: JAN 20, 2006