

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

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

THIS AMENDMENT II 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"), Area Transit Management, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 4516 Redbud Drive, Davis, California 95616, 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 extend the expiration date of June 30, 2007 for six (6) additional months, amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-841 to increase the compensation for services by \$265,562, amending **ARTICLE III Compensation for Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-841 to change one of County's notices recipients and Contractor's notices recipient, amending **ARTICLE XI Notice to Parties**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-841 to change County's Contract Administrator, amending **ARTICLE XL Contract Administrator**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-841 to include the business license provision, adding **ARTICLE XLVI Business License**;

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

ARTICLE II

Term: This Agreement shall become effective July 1, 2005, and shall expire December 31, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made as indicated below, following County receipt and approval of itemized invoices detailing services rendered. Statistical reporting, consisting of the performance indicators specified below, required for each program is to be submitted monthly with each invoice. The total amount of this Agreement shall not exceed \$905,562, inclusive of all expenses.

Contractor shall retain all fare box revenue in addition to the aforementioned compensation by County. For the purposes hereof, the billing rates shall be as follows:

A. **Bus Plus, Paratransit & General Public**

Contractor shall invoice County on a monthly basis concerning the monies owed Contractor, with performance indicators consisting of number of passengers, service hours, service miles, employee hours, and fare revenue. The invoices will show daily fare box revenue, subject to County audit, and the total fare box revenue. For the period of July 1, 2005, through June 30, 2007, monies owed Contractor for each operating year shall not exceed \$300,000 (\$25,000 per month) or the total of the Transportation Development Act (TDA) monies and Federal Transit Administration monies allocated for the period covered by this Agreement by the Tahoe Regional Planning Agency (TRPA), whichever is less. For the period of July 1, 2007 through December 31, 2007, monies owed Contractor shall not exceed \$245,562 (\$40,927 per month). Said payments shall be in the form of County checks and shall be paid to Contractor within fifteen (15) days of receipt of acceptable invoices by County.

B **Summer Trolley**

Upon request from Contractor after July 1st of each fiscal year, County will advance for the fiscal year, an amount not to exceed \$20,000 per year, for a total not to exceed \$60,000 for the term of the Agreement, or the total of the TDA monies allocated for each year by the TRPA, whichever is less. Said payments shall be in the form of County checks and shall be paid to Contractor within thirty (30) days of receipt of acceptable invoices by County.

Contractor will report to County in September of each year, the statistical information relating to that fiscal year's Summer Trolley service. The report shall include performance indicators consisting of number of passengers, service hours, service miles, employee hours and fare revenues. The reports submitted shall also show daily fare box revenue, subject to County audit, and the total fare box revenues.

ARTICLE XI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Department Of Transportation
924B Emerald Bay Road
South Lake Tahoe, California 96150

Attn.: Robert S. Slater,
Deputy Director, Tahoe Engineering
and West Slope Construction

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

Area Transit Management, Inc.
P.O. Box 18400
South Lake Tahoe, California 96151

Attn.: Andrew J. Morris,
President and CEO

or to such other location as Contractor directs.

ARTICLE XL

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Tahoe Engineering and West Slope Construction, Department of Transportation, or successor.

ARTICLE XLVI

Business License: The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-841 and Amendment I to 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: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment II 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: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- AREA TRANSIT MANAGEMENT, INC. --

By: _____

Andrew J. Morris
President and CEO
"Contractor"

Dated: _____

By: _____

Corporate Secretary

Dated: _____