

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

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

**THIS AMENDMENT III** 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 Post Office Box 18400, South Lake Tahoe, California 96151, (hereinafter referred to as "Contractor");

**R E C I T A L S**

**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, Amendment I to AGMT 05-841, and Amendment II to AGMT 05-841, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # 05-841 to extend the expiration date of December 31, 2007 for three (3) additional months, amending **ARTICLE II Term**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # 05-841 to increase the not-to-exceed compensation amount of the Agreement by \$122,781 and to add a requirement that Contractor provide documents requested by County that are required to prepare Federal and State reports associated with the funding for this Agreement, amending **ARTICLE III Compensation for Services**;

**NOW, THEREFORE**, County and Contractor mutually agree to amend the terms of the Agreement in this Amendment III 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 March 31, 2008.

**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.

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 March 31, 2008, 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 thirty (30) days of receipt of acceptable invoices by County.

B. Summer Trolley

Upon request from Contractor after July 1<sup>st</sup> 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 as amended, 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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or back-up documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

In addition, Contractor shall submit any other documents requested by County that are required in order to prepare Federal and State reports associated with the funding for this Agreement.

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

**Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Robert S. Slater  
Deputy Director, Engineering

Dated: \_\_\_\_\_

**Requesting Department Concurrence:**

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

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment III 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: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**-- AREA TRANSIT MANAGEMENT, INC. --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Andrew J. Morris  
President and CEO  
"Contractor"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary