

**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

**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"), 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 and Amendment I to 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 include the 2007 dates for Summer Trolley Service, amending Section A, II, b, Service Hours; of **Exhibit A, Scope of Services**; 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 County's business license requirements, 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:

Exhibit A, Section A, II,

b. SERVICE HOURS

Contractor shall provide service on a fixed route basis with one-hour headway, seven (7) days per week from 11:30 a.m. to 8:00 p.m. Contractor shall provide service during the summer months as follows:

July 1, 2005 – September 5, 2005

And

July 1, 2006 – September 5, 2006

And

July 1, 2007 - October 8, 2007

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 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.

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:

With a Copy to:

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

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

Attn.: Robert S. Slater,
Deputy Director, Engineering

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, Engineering, Department of Transportation, or successor.


The Agreement is further amended to add the following Article:

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. Contractor 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.

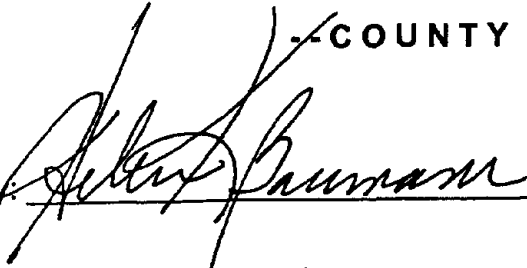
Requesting Department Concurrence:

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

Dated: 5/31/07

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: 6/19/07


Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: 
Deputy Clerk


Dated: 6/19/07

-- AREA TRANSIT MANAGEMENT, INC. --

By: 

Dated: 6-7-07

Andrew J. Morris
President and CEO
"Contractor"

By: 
Corporate Secretary

Dated: 6-7-07

**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");

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, 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.

The total amount of this Agreement, as amended, shall not exceed \$1,028,343.00, 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 March 31, 2008, monies owed Contractor shall not exceed \$368,343 (\$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 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 promptly 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: 11/1/07

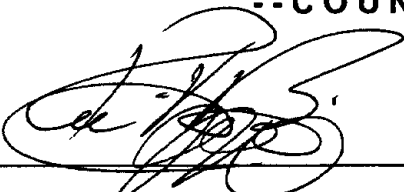
Requesting Department Concurrence:

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

Dated: 11/7/07

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.

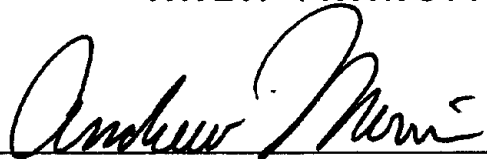
-- COUNTY OF EL DORADO --

By:  _____ Dated: 12/11/07
RON BRIGGS SECOND VICE-CHAIRMAN
Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By:  _____ Dated: 12/11/07
Deputy Clerk

-- AREA TRANSIT MANAGEMENT, INC. --

By:  _____ Dated: 11-16-07
Andrew J. Morris
President and CEO
"Contractor"

By:  _____ Dated: 11-16-07
Corporate Secretary