

FIRST AMENDMENT
to
TRANSPORTATION SERVICE AGREEMENT
County Service Area (CSA) T-1 Project

This FIRST AMENDMENT TO TRANSPORTATION SERVICE AGREEMENT is entered into effective this 1st day of January, 2016, (this "Amendment") between the CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("CCCTA"), a joint exercise of powers entity created, existing and in good standing under California Government Code Sections 6500, *et seq.*, and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("County").

RECITALS

THE PARTIES ENTER THIS Amendment on the basis of the following facts, understandings and intentions:

A. The Transportation Service Agreement was entered into effective on January 1, 2014, ("Agreement"), between CCCTA and the County;

B. According to the Agreement, its term will expire December 31, 2015, unless otherwise extended;

C. The County wishes to continue the demand-responsive, flexible, free shuttle service to serve the residents of CSA T-1, as described in the Agreement;

D. CCCTA is willing to continue to operate demand-responsive, flexible, free shuttle service as described in the Agreement, provided that all costs will be paid by the County; and

E. CCCTA and County desire to revise the Agreement with respect to marketing, compensation, and manner of payment.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree to amend the Agreement as follows:

AGREEMENT

1. Amendments. The Agreement is hereby amended as follows:

a. Term. Section 1 (Term) of the Agreement is hereby amended by deleting the first sentence thereof and replacing it with the following:

“The term of this Agreement shall begin on January 1, 2014, and remain in effect until December 31, 2020, unless earlier terminated by either party as provided for in Section 16 below.”

b. Marketing. Section 3 (Marketing) of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“3. Marketing. CCCTA will develop a marketing plan for the CSA T-1 Free Shuttle Service annually. Prior to finalizing each annual marketing plan, CCCTA will submit a draft to the County for review and approval. The County will notify CCCTA of any comments to the marketing plan within 30 days of its receipt. CCCTA marketing efforts for the CSA T-1 Free Shuttle may include rider incentives, such as gift cards, for those willing to try the services. CCCTA will also market CSA T-1 Free Shuttle service on its website.”

c. Compensation. Section 4 (Compensation) of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“4. Compensation. In consideration for providing the CSA T-1 Free Shuttle, the County agrees to pay CCCTA \$166,000 a year, consisting of \$156,000 for shuttle services and \$10,000 for marketing. The \$156,000 for shuttle services is based on 10 hours per weekday for 260 weekdays at the rate of \$60 per hour. The 10 hours per weekday is based on eight hours of service time plus two hours of deadhead. The deadhead is for bus travel to or from the CCCTA garage and a terminus point where the CSA T-1 Free Shuttle begins or ends. Starting in July 2016, and during every July thereafter, upon CCCTA’s request, the hourly rate set forth on Exhibit A (Hourly Rate and Payment Limit) attached hereto and incorporated herein, will be increased by the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers for the Bay Area: San Francisco-Oakland-San Jose, if any. The base CPI index to be used for future calculations is February 2015 and each calculation will utilize the latest available data for February. In the event the hourly rate for

shuttle services and the corresponding annual payment limit are increased based on a CPI increase, the parties shall amend Exhibit A to reflect the increase and date and execute the footer of Exhibit A to indicate their agreement.”

d. Section 8 (Manner of Payment) of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“8. Manner of Payment. The County will compensate CCCTA for the CSA T-1 Free Shuttle on a monthly basis in twelve equal installments. CCCTA will invoice the County on a monthly basis for amounts due. The County shall pay the amounts due within 45 days of receipt of CCCTA's invoice.”

2. Continuing Agreement. All other terms of the Agreement not modified by this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date and year first above written.

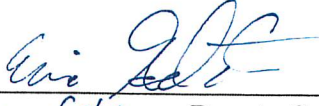
CENTRAL CONTRA COSTA TRANSIT AUTHORITY

By: Rick Ramacier, General Manager

CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT

By: Julia R. Bueren, Public Works Director

APPROVED AS TO FORM:
Sharon L. Anderson, County Counsel

By: 

Eric Gelston, Deputy County Counsel

Exhibit A
Hourly Rate and Payment Limit

1. 2015-2016 Hourly Rate: \$60/hour; Shuttle Services Maximum: \$166,000
2. 2016-2017 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$_____
3. 2017-2018 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$_____
4. 2018-2019 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$_____
5. 2019-2020 Hourly Rate: \$__ /hour; Shuttle Services Maximum: \$_____

Date: _____

CCCTA Signature: _____

County Signature: _____