

AMENDMENT TO SERVICE AGREEMENT FOR PARATRANSIT SERVICES

This Amendment to the Service Agreement for Paratransit Services made and entered into this day of May 2, 2006 by and between the MARIN COUNTY TRANSIT DISTRICT (hereinafter referred to as District) and the MARIN SENIOR COORDINATING COUNCIL, INC. (hereinafter referred to as Contractor) provides for paratransit services in Marin, San Francisco, Sonoma, and Contra Costa Counties. This Amendment extends the term of the original eighteen-month agreement, which began on November 1, 2004, for two additional months from May 1, 2006 through June 30, 2006.

WHEREAS, the parties desire to extend the term of the service agreement for an additional two months to June 30, 2006, and

WHEREAS, the parties further desire to make the additional amendments as set forth below,

THEREFORE, the parties hereby agree to the following amendments:

1. Section 2. Length of Services of the Service Agreement with the Contractor, dated November 20, 2004, is amended to read as follows:

This agreement shall cover the services, described herein, for the period of November 1, 2004 through June 30, 2006, subject to all terms and conditions of this Agreement. By notice to Contractor given no less than sixty (60) days prior to the expiration of the aforesaid period District, at its sole discretion, may extend the term of this Agreement for an additional period of twelve (12) months. All other terms, conditions, and requirements in these contract documents shall remain in full force and effect during any contract extension if any, unless modified by the parties in writing.

2. Amend Section 12. COMPENSATION AND PAYMENTS, paragraphs three and four to read as follows:

District agrees to pay Contractor compensation not to exceed a maximum obligation of One Million Five Hundred and Eighty-Seven Thousand Two Hundred and Eighty-Nine Dollars (\$1,587,289) for local paratransit services provided for the period December 1, 2004 through June 30, 2005 and Two Million Four Hundred and Ninety-Four Thousand and Sixty-Two Dollars (\$2,494,062) for local paratransit services provided for the period July 1, 2005 through June 30, 2006. Payment shall be based on fixed and variable costs as described above less any funds previously paid to Contractor as a result of Amendments extending the previous Agreement for a twelve-month period. The variable rate of compensation shall be \$29.92 per total hour as established in Contractor's budget as contained in Exhibit "A" for the period December 1, 2004 through June 30, 2005 and \$30.65 per hour for the period July 1, 2005 through June 30, 2006 as contained in Exhibit "B". Contractor shall furnish the District with a maximum of 29,708 intra-county annual total hours of service during the for the period of November 1, 2004 through June 30, 2005 and 44,562 total hours of service for the period of July 1, 2005 through June 30, 2006. The fixed amount for intra-county paratransit administrative overhead to be billed each month shall be \$87,305 for the period of November 1, 2004 through June 30, 2005 and \$94,011 for the period of July 1, 2005 through June 30, 2006. Upon the prior written mutual consent of all parties, the actual number of total hours provided and the maximum amount of financial compensation established herein may be adjusted.

Additionally, the District shall compensate the Contractor for the provision of Bridge District intercounty paratransit service. District agrees to pay Contractor compensation not to exceed a maximum obligation of Four Hundred Ninety-nine Thousand Three Hundred and Forty-Three

Dollars (\$499,343) for intercounty paratransit services provided for the period November 1, 2004 through June 30, 2005 and Seven Hundred Eighty-Seven Thousand Seven Hundred and Forty Dollars (\$787,740) for intercounty paratransit services provided for the period July 1, 2005 through June 30, 2006. The variable rate of compensation shall be \$34.41 per total hour as established in Contractor's budget as contained in Exhibit "A" for the period of November 1, 2004 through June 30, 2005 and \$35.29 for the period of July 1, 2005 and June 30, 2006 as contained in Exhibit "B". Contractor shall furnish the District with a maximum of 9,305 intercounty total hours of service during the for the period of November 1, 2004 through June 30, 2005 and 13,958 total hours of service for the period of July 1, 2005 through June 30, 3006. The fixed amount for intercounty paratransit administrative overhead to be billed each month shall be \$22,397 for the period of November 1, 2004 through June 30, 2005 and \$24,591 for the period of July 1, 2005 through June 30, 2006. Upon the prior written mutual consent of all parties, the actual number of total hours provided and the maximum amount of financial compensation established herein may be adjusted.

3. Amend Section 40. NOTICES to read as follows:

All notices, which must or may be provided pursuant to this Agreement shall be in writing and shall be personally delivered or mailed by first class mail, as follows:

To District:
Marin County Transit District
Attn: Amy Van Doren,
Transit Planning Manager
3501 Civic Center Drive
San Rafael, California 94903

To Contractor:
Marin Senior Coordinating Council, Inc.
Attn: Jackie Mulroy
Transportation Director
930 Tamalpais Avenue
San Rafael, California 94901

4. Except as expressly modified by this amendment, all other terms of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have entered into this Amendment on the date above written.

Approved as to Form

MARIN COUNTY TRANSIT DISTRICT

Deputy County Counsel

By _____

President, Board of Directors

MARIN SENIOR COORDINATING
COUNCIL, INC.

By _____

President, Board of Directors

By _____

Secretary, Board of Directors