



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this _____ day of _____, 2019, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **EMERYVILLE TRANSPORTATION MANAGEMENET ASSOCIATION (ETMA)** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated July 1, 2017 ("Contract") for the purpose of retaining the services of Contractor to provide Paratransit Services to residents of the 94608 zip code; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

- ☐ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-Revision Number**;

OR

- ☒ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-1**, attached hereto and incorporated herein by this reference.

1.2 Termination Date

- ☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **JUNE 30, 2021**.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **TWO HUNDRED FOUR THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$204,300)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$473,500)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FIRST AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:

Asst. 

City Attorney

Dated: **CITY OF EMERYVILLE**

_____, 2019

Christine S. Daniel, City Manager

Dated: **EMERYVILLE TRANSPORTATION MANAGEMENT
ASSOCIATION (ETMA)**

_____, 2019

Veronica Hattrup, Executive Director *(Signature)*

Exhibit A-1
EMERYVILLE TRANSPORTATION MANAGEMENT ASSOCIATION
8 To Go Paratransit Shuttle
Scope of Work Amendment

3. Compensation:

a. The Parties desire to increase the Total Compensation Amount as set forth in Exhibit A, Section 3.a the Contract by **TWO HUNDRED FOUR THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$204,300)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **FOUR HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$473,500)** and shall be limited to the following items:

- ii. Operation of Paratransit Shuttle: The compensation for operation of Services performed shall be no more than **Ninety Nine Thousand, Eight Hundred Dollars (\$99,800)** for the period of July 1, 2019 through June 30, 2020 ("**Services Compensation FY 19-20**") and **One Hundred Four Thousand Five Hundred Dollars (\$104,500)** for the period of July 1, 2020 through June 30, 2021 ("**Services Compensation FY 20-21**"). This compensation for operation of Services shall include salary and benefits of the driver of the vehicle utilized to provide the Paratransit Shuttle service, driver training expenditures related to office staff, insurance/claims, marketing, fuel, driver cell phone, supplies and equipment and maintenance of the vehicle utilized to provide the Paratransit Shuttle. Contractor shall provide a monthly report of office staff hours and its salary equivalent, as well as the cost of administrative expenses and any supplies and equipment utilized for the Paratransit Shuttle service. All other costs and expenses of the Paratransit Shuttle shall be eligible for reimbursement, subject to the annual limit described above. Contractor shall issue advance notice to the City if the operational costs are expected to exceed the limits defined above, so the Parties may negotiate a contract amendment.
- iii. On a monthly basis Contractor shall submit an invoice for Services provided to date. Upon verification, City staff will process an "**Interim Payment**" for Services during the invoice period. In no event shall the total for all Interim Payments exceed the Services

Compensation amount for FY 19-20 or FY 20-21. City may withhold any payments to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation of this Agreement. Approval and payment of any Interim Payment does not constitute acceptance of any future invoices.