

FIRST AMENDMENT TO AGREEMENT

This AMENDMENT TO AGREEMENT is dated for identification this _____ day of _____, 2020 and amends that certain Contract for Furnishing Student Transportation Services dated September 19, 2018, made by and between the Town of Los Gatos, ("Town,") and the Santa Barbara Transportation Corp. DBA Student Transportation of America. ("STA")

RECITALS

- A. Town and STA entered into a Contract for Furnishing Student Transportation Services Agreement on September 19, 2018, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Contract for Furnishing Student Transportation Services Agreement to address a changed service environment created by COVID-19.
- C. As a result of COVID-19 the Superintendents of Schools shut schools for the health and safety of students effective on or about March 13, 2020 and consistent with language in section 5. iii. of the Agreement.
- D. The Town desires to ensure continuity of bus service at the point in the future when schools resume and is willing to provide compensation to STA outside of contractual obligations, as described further below.
- E. In partnering together, the Town and STA will mutually benefit from the amended terms as identified herein.

AMENDMENT

Section 5. Basis for Provider Compensation is amended to add the following:

- c. A reduction of 10% from the daily cost of service will be provided to the Town for all service days between March 13 and the scheduled final day of school for the 2019-2020 school year, and the Town will pay said amount, notwithstanding the fact that actual service is not provided, subject to the following:
 - i. Compensation reflects ongoing operational costs of STA, including driver retention, and savings realized due to reduced bussing, such as fuel savings.
 - ii. STA will ensure that all drivers last providing service to the Town or Town approved replacement drivers be placed on payroll. Compensation will be reduced by the rate for each driver for each day the drivers are not on payroll, effective March 13, 2020. If no drivers are retained on

- iii. payroll, no compensation shall be made to STA. With each invoice, STA shall provide certified payroll for each driver, mechanic, and administrative staff that fully or partially serve the Town contract.
- iv. STA shall provide a staffing table for the San Jose operations that reflects service prior to and during the shutdown, listing each position and hours worked in addition to changes in each position's hours worked that is anticipated with execution of this amendment.
- v. STA will provide a guarantee that, upon re-opening of schools, the Town will receive priority service, including driver preference for those drivers previously servicing the Town account and service preference in the case of staffing shortages over other customers that did not provide compensation during school closure.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and STA have executed this Amendment.

Town of Los Gatos

Service Provider by:

By: _____
Laurel Prevetti, Town Manager

By: _____
Print Name, Title

Department Approval:

Matt Morley
Director of Parks and Public Works

Approved as to Form:

Attest:

Robert Schultz, Town Attorney

Shelley Neis, MMC, CPMC
Town Clerk