

SECOND 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 ("Provider").

RECITALS

- A. Town and Provider 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 and Provider entered into an Amendment to the Contract for Furnishing Student Transportation Services Agreement on May 5, 2020, ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.
- C. Town desires to extend the Contract for Furnishing Student Transportation Services Agreement in Fiscal Year 2020/21.

AMENDMENT

The following sections are amended to include additions or changes, as shown in the underlined text:

Section 1. General Provisions

b. Compensation

Compensation for the Provider's services shall not exceed \$245,256, inclusive of all costs, calculated based on Exhibit 1 - Modified Cost Sheet, according to Basis for Provider Compensation on Section 5.

c. Contract Term

The term of this Contract is extended by one (1) year beginning on July 1, 2020 for service provided between July 1, 2020 and June 30, 2021.

f. Termination

iv. Termination or Modification of Service due to Other Reasons

- a. Due to reasons beyond the Town's control, including, but not limited to, delay to resuming school, school schedule change, or lack of demand for service, the Town may terminate, reduce or modify Provider's services without further obligation upon giving Provider thirty (30) days written notice. If the TOWN cancels or suspends service in whole or in part for any reason and, as a result, Provider does not perform work that otherwise was scheduled and would have been performed, Provider will invoice TOWN and TOWN agrees to pay a sum equal to fifty-three percent (53%) of the daily charges for each scheduled transportation day that service is suspended or cancelled.

Section 3. Provider Accountabilities & Responsibilities

h. Other Provider Responsibilities

ii. Town will maintain the current registration website and transfer necessary data from the website to Provider. Provider will be responsible for providing customer service duties as following:

- Provider will maintain updated registration information for the program with the Town provided data.
- Provider will ensure its bus drivers verify that all riders are registered to ride the bus. The proper inspection can be done by either checking against an up-to-date list of registered riders, or by checking paper or electronic passes.
- Maintain and update the customer database; share the customer list with Town staff and other authorized parties on an online shared format;
- Provide service information to customers via email (schoolbus@losgatosca.gov or a different email account) and phone, or direct customers to use the Town's website per the agreed upon service standards. The information will include bus routes, service calendar, schedules, bus stop locations, fare and FAQ over the phone or via emails, same information as available on the Town's website for the current service;
- Notify customers of route schedule changes, minimum day schedules, and other related service alerts by emails and other media;
- Track and categorize customer comments and inquiries. Provide summary reports of the comments and inquiries to the Town on a weekly basis;

- Respond to customer inquiries and complaints. Direct the cases to Town staff when necessary per the agreed upon service standards;
- Recommend modifications to Safety Rules and FAQ;
- Establish a procedure to handle student behavior incidents. Communicate with Town staff and parents to address the concerns. Involve school personnel if both with Town staff and STA staff deem necessary.
- Proactively recommend improvements in customer service practice to Town staff.

Section 5. Basis for Provider Compensation

a. Pricing

- i. Contract pricing shall be on a cost per bus per day basis. Exhibit 1 - Modified Cost Sheet shall govern the calculation of Provider compensation.
- ii. Customer service duties shall be priced as one lump sum amount per Exhibit 1 - Modified Cost Sheet, payable on a monthly basis.

b. Dates for Student Transportation Service

- i. From the Effective Date of executed contract, the Provider shall mobilize, coordinate and undertake all activities, including but not limited to, those specified herein in order to be able to provide student transportation services as specified herein, commencing on August 13, 2020. During the term of the Contract, student transportation services are required during the following periods:

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

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

Town of Los Gatos

Service Provider by:

By: _____
Laurel Prevetti, Town Manager

By: _____
Ken Pittman
VP of California Operations

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