

**AMENDMENT NUMBER ONE TO
AGREEMENT FOR DRIVER SERVICES
FOR SENIOR MOBILITY PROGRAM**

This Amendment is made and entered into this 1st day of October, 2010, (“Effective Date”) by and between Western Transit Systems, a California corporation (“Western”) and the City of Costa Mesa, a municipal corporation (“City”).

WHEREAS, Western and City entered into a three (3) year agreement dated October 1, 2007, for driver services for the City’s Senior Transportation Program; and

WHEREAS, Western and City’s original proposal contained a provision for an additional one (1) year extension at City’s option; and

WHEREAS, the hourly rate of compensation, which has remained at the same rate for the past three (3) years, has now increased by \$1.13 per hour; and

WHEREAS, Western and City now wish to amend the Agreement to exercise the first one-year extension and increase the total compensation.

NOW, THEREFOR, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.1, Compensation, shall be changed to read, “Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “C,” attached hereto and made a part of this Agreement (the “Fee Schedule”). Consultant’s compensation shall in no case exceed Seventy Thousand Fifty Dollars (\$70,050.00).
2. Section 4.1, Term, shall be changed to read, “This Agreement shall commence on the Effective Date and continue until September 30, 2011, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
3. All terms not herein defined shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF COSTA MESA,
A municipal corporation

Mayor of the City of Costa Mesa

Date: _____

WESTERN TRANSIT SYSTEMS

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Deputy City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:



City Attorney

Date: 8/20/10

APPROVED AS TO CONTENT:



Project Manager

Date: 8/25/10

EXHIBIT C
FEE SCHEDULE



August 25, 2010

Cost Proposal

To: City of Costa Mesa
Attn: City Clerk's Office
77 Fair Drive, 1st Floor Room 100
Costa Mesa, CA 92626

From: Western Transit Systems
1619 East Lincoln Avenue
Anaheim, CA 92805

Driver Services for Senior Mobility Program

Annual service hours shall not exceed 2,286, unless prior written authorization is provided by the City.

Hourly Rate: \$ 30.63 x 2,286 per year = \$70,050 Yearly Cost

Hourly pricing includes all costs and fees associated with providing services, including all wages, overhead, insurance, benefits, training and other expenses. No unidentified fees, costs or charges will be billed.

Term of Offer: It is understood and agreed that this Proposal may not be withdrawn for a period of ninety (90) days from this date and at no time in the case of successful Proposer.

Proposer's Acknowledgement of His understanding of the Terms and conditions:
Signature below verifies that Proposer has read, understands and agrees to the conditions contained herein.



Larry Slagle, President
Western Transit Systems

EXHIBIT D
CERTIFICATE OF INSURANCE

7/1 - Alice

6/18 - waiting for...

ATTACHMENT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. PO Box 3870 315 West 3rd Street Little Rock, AR 72203 www.aon.com	CONTACT NAME:		
	PHONE (A/C, No, Ext): (800) 541-8605	FAX (A/C, No): (847) 953-1800	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Western Transit System, Inc. 1619 E Lincoln Avenue Anaheim CA 92805	INSURER A: New Hampshire Insurance Co (Chartis)		23841
	INSURER B: Scottsdale Insurance Company		41297
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 7616863 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BCS0022208	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAS0092134	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC001705193	4/23/2010	4/23/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Costa Mesa, its elected and appointed Boards, Officers, Agents, Volunteers and Employees are named additional insured under the Auto and General Liability as respects operations of the named insured 10 day Notice of cancellation for non-payment of premium

CERTIFICATE HOLDER City of Costa Mesa Recreational Division Attn: Donna Theriault 77 Fair Drive Costa Mesa CA 92626	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i> Aon Risk Services Southwest, Inc. Aon Risk Services

POLICY NUMBER: BCS0022208

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>ANY PERSON OR ORGANIZATION WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT, EXECUTED PRIOR TO THE "OCCURRENCE" TO WHICH THIS INSURANCE APPLIES, THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY</p> <p>THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.