

**AMENDMENT NUMBER TWO  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH WESTERN TRANSIT SYSTEMS**

This Second Amendment ("Amendment") is made and entered into this 21<sup>st</sup> day of February, 2015 ("Effective Date") by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and WESTERN TRANSIT SYSTEMS, a California corporation ("Consultant").

RECITALS

WHEREAS, Consultant and City entered into an agreement on October 1, 2011, for Consultant to provide services relating to the transportation of seniors in a senior transportation vehicle (the "Agreement"); and

WHEREAS, on October 1, 2014, the parties entered into Amendment Number One to the Agreement to exercise an option to renew the Agreement for an additional two years; and

WHEREAS, Consultant and City now desire to amend the Agreement to add additional services and funding, as set forth herein.

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

1. The recitals set forth above are true and correct and incorporated herein by this reference.
2. In addition to the scope of services set forth in Section 1.1 of the Agreement, Consultant shall provide medical transportation services to seniors as set forth in Exhibit "A" (Costa Mesa Senior Mobility Program) attached hereto and incorporated herein by this reference.
3. Section 2.1 of the Agreement is hereby amended to state that Consultant shall be paid in accordance with the new fee schedule set forth in Exhibit "B" of this Amendment, attached hereto and incorporated herein by this reference, and that Consultant's total compensation shall not exceed Two Hundred Thirteen Thousand Four Hundred Nineteen and 70/100 Dollars (\$213,419.70).
4. Except as set forth herein, the terms of the Agreement 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.

**CONSULTANT**

*Stephen W. Shaw*  
Signature

Date: 11/14/16

President and CEO  
Name and Title

90-0819895  
Taxpayer ID Number

**CITY OF COSTA MESA**

*Thomas R. Hatch*  
**THOMAS HATCH** | Chief Executive Officer

Date: 11/29/16

*Stephen Dunivent*  
**STEPHEN DUNIVENT** | Interim Finance Director

Date: 11-22-16

ATTESTATION:



*Brenda Green*  
**BRENDA GREEN** | City Clerk

Date: 12-7-16

APPROVED AS TO FORM:

*Thomas Duarte*  
**THOMAS DUARTE** | City Attorney


Date: 11/29/16

APPROVED AS TO INSURANCE:

*Ruth Wang*  
**RUTH WANG** | Risk Management

Date: 11/29/16

APPROVED AS TO CONTENT:

  
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JUSTIN MARTIN | Recreation Manager

Date: 11/18/2016

## **EXHIBIT A**

### **COSTA MESA SENIOR MOBILITY PROGRAM**

SPONSORED BY HOAG HOSPITAL

Services provided:

- Phone Coverage
- Booking / Dispatch (Currently covered by WTS at CMSC)
- Transportation of passengers within the city boundaries to the following:
  - Medical
  - Shopping
  - Other (Such as CMSC and other city programs)
- WTS Provides:
  - Bus
  - Fuel
  - Insurance
  - Maintenance
  - Driver
- Service Hours Monday — Friday 7:30pm — 4:00pm (with a 30 min lunch)

## EXHIBIT B

### Costa Mesa Senior Center - Projection

	(Per rate sheet in Contract)
<b>Administrative Costs</b>	
1. Management Wages	2,912
2. Benefits	932
3. Worker's Compensation	2,201
4. Liability Insurance	4,878
5. Other	
<b>Operating Costs</b>	
6. Supervisor Wages	
7. Drivers Wages	27,514
8. Dispatch Wages	7,033
9. Benefits	11,204
10. Uniforms	428
11. Training	342
12. Licenses and Fees	1,000
13. Other-Depreciation	17,844
<b>Maintenance Costs</b>	
14. Mechanics Wages	3,252
15. Benefits	1,055
16. Training	
17. Parts / Supplies / Tires	1,075
18. Shop Materials	
19. Shop Maintenance	
20. Towing	100
21. Other	
<b>Other Expenses</b>	
22. Start Up Costs	
23. City and Other Fees or Taxes	
24. Capital Costs – Specify	
25. Service Fuel	11,832
26. Other Fuel – Dead Head fuel for Driver	3,106
27. Utilities	1,632
28. Overhead	2,720
29. Profit	5,650
30. Total Cost (Sum of Numbers 1 – 29)	106,710
31. Vehicle Service Hours (Estimated)	2,295
32. Hourly Rate (#30 divided by #31)	\$ 46.50
Monthly Rate	\$ 418.47

Note: Program funded by HOAG Hospital