

**AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
CABCO YELLOW, INC. DBA CALIFORNIA YELLOW CAB**

This Amendment Number One ("Amendment") is made and entered into as of the 25th day of June, 2020 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and CABCO YELLOW, INC., a California corporation DBA CALIFORNIA YELLOW CAB ("Contractor").

WHEREAS, City and Contractor entered into an agreement on June 1, 2020 for Contractor to provide transportation services for the City's Senior Transportation Programs (the "Agreement"); and

WHEREAS, City and Contractor desire to amend the Scope of Services to include transportation services for the City's Homeless Outreach Program; and

WHEREAS, City desires to revise the Fee Schedule accordingly; and

WHEREAS, City and Contractor further desire to amend Section 4.1 of the Agreement; and

WHEREAS, City and Contractor intend and desire that this Amendment be effective retroactive to the Effective Date.

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

1. This Amendment shall be effective retroactive to the Effective Date.
2. The Scope of Services shall be amended to include transportation services for the City's Homeless Outreach Program.
3. The Fee Schedule attached as Exhibit B to the Agreement shall be deleted in its entirety and replaced with the Fee Schedule attached hereto as Exhibit "A."
4. Section 4.1 of the Agreement shall be deleted in its entirety and replaced as follows:
  - 4.1. Term. This Agreement shall commence on the Effective Date and continue through June 30, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Donna Marie Gammie  
City Manager

Date: 10/27/20

CONTRACTOR

Tim Conlon  
Signature  
Tim Conlon  
Tim Conlon, President

Date: 10/14/2020

ATTEST:

Brenda Green 10/28/2020  
City Clerk



APPROVED AS TO FORM:

[Signature]  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

[Signature]  
Risk Management

Date: 10/19/2020

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: October 20, 2020

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Assistant City Manager

Date: 10/28/20

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Finance Director

Date: October 14, 2020

**EXHIBIT A**  
**FEE SCHEDULE**

**CABCO YELLOW, INC. DBA CALIFORNIA YELLOW CAB**

**FEE SCHEDULE**

**Senior Transportation Programs**

- Trips within Costa Mesa will be billed at \$12.50 per trip (one-way) per participant
- Trips outside of Costa Mesa, but within Orange County, will be billed at \$12.50 plus \$2.50 a mile per trip (one-way) per participant

**Homeless Outreach Program**

- Flag drop (first 1/4 mile) - \$3.50
- Rate after flag drop per mile - \$2.75
- Wait time rate per half hour - \$16.00