

FIRST AMENDMENT TO TRANSIT OPERATIONS AGREEMENT BETWEEN TEHAMA COUNTY AND
PARATRANST SERVICES

This amendment ("Amendment") is made effective January 1, 2021 by and between Tehama County (hereinafter referred to as "County") and Paratransit Services (hereinafter referred to as "Contractor").

RECITALS

On November 26, 2019, the parties entered the certain "Agreement between the County of Tehama and Paratransit Services for the Management and Operation of Tehama Rural Area Express (TRAX), PARATRAX, and Medical Transportation Service (METS) (the "Original Agreement").

The Original Agreement set forth the terms under which the Contractor would provide management, technical personnel, and expertise to provide transportation services to the County.

Following the execution of the Original Agreement, a worldwide pandemic involving the COVID-19 coronavirus has greatly impacted the transit operations of the County.

As a result of the COVID-19 pandemic, the Director of the California Department of Public Health issued an order on March 19, 2020 directing all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of critical infrastructure.

Due to the pandemic, transit ridership has dropped significantly, the amount of service operated has been reduced, and the manner of how these services are operated has been modified to minimize contact between passengers and transit operating personnel as well as between passengers themselves.

There is a grave concern that if the Contractor does not maintain adequate staffing levels, the transit system will be unable to scale up services when needed in the future and accordingly. This Amendment is deemed necessary to allow Contractor to maintain a sufficient, qualified workforce when a greater demand for transit services resume.

Funding under the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act has been made available to the County for all operating expenses (net of fare revenue) that occur on or after January 20, 2020 including the cost of administrative leave for transit workers whether employed by the County or Contractor.

NOW, THEREFORE, in consideration of the foregoing recitals, covenants and agreements of the parties, the parties do agree as follows:

Section 1 Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

Section 2 Contractor Commitment to Maintain Workforce Staffing Levels Combined with Temporary Adjustment of Section 5(a) of the Original Agreement

Exhibit B of the Original Agreement specified a price formula whereby the County agreed to pay Contractor for performance of services. Exhibit B specified the Service Level, a Calculation of Maximum Annual Cost, and a Budget Breakdown. The hourly rate included vehicle operator wages, fringe benefits, indirect labor and all consumable material costs that can be tracked by vehicle service hours such as maintenance, parts and supplies including oil.

Effective January 20, 2020, and thereafter Contractor shall pay wages and taxes for employees per the Original Agreement whether or not such employees are directly involved in the provision of transit services including the provision of transit services different from those which might be otherwise assigned to such employees (for example, a bus driver may be assigned duties different from driving a bus but still performing services for the benefit of the County). It is the intent of this Amendment to compensate the Contractor for the additional costs incurred by Contractor to maintain its workforce staffing for the term of this Amendment.

The price formulas set forth in Exhibit B of the Original Agreement provided for a variable rate payment based upon the number of vehicle service hours operated (A. Price Proposal (Vehicle revenue Service Hours)) and a fixed monthly rate (A. Price Proposal (Calculation of Maximum Annual Cost)) as each may be adjusted over the term of the Original Agreement. For the duration of time that this Exhibit B remains in effect, Contractor shall receive the agreed upon fixed monthly payment as well as the variable rate payment pursuant for the number of vehicle service hours operated as well as additional payments as defined above to maintain its workforce at an acceptable level of staffing.

These additional compensation measures are being taken to maintain a highly trained and skilled workforce during and beyond the current pandemic. As such, Contractor shall maintain its workforce to the best of their abilities. During this period, Contractor shall not simply lay off employees who would have been compensated by virtue of the fixed monthly rate as set forth in the Original Agreement and retain employees under the administrative leave provisions of this Amendment who are compensated through the variable rate.

For the duration of time that this Exhibit B remains effective, Contractor shall provide County with documentation which shall include:

1. A census identifying the Employee ID # and job title of all employees receiving wages and benefits for the payroll period in question.
2. Documentation as may be requested by the County's Transportation Manager and agreed

to by the contractor to substantiate the payment of COVID wages and taxes.

3. An invoice reflecting the difference between the current wage of each employee including associated taxes and revised wage reflecting a 25% increase with associated taxes will be submitted after each payroll period, for all hours worked. The invoice will also include the difference between the annual average hours worked per pay period in 2019 for each employee and the current hours worked for each payroll period for the purpose of calculating the additional administrative leave cost in terms of their regular wages and taxes. Such costs are not to include bonuses, or other special compensation.

Upon execution of this Agreement, Contractor shall provide the County with a roster of its employees by Employee ID # and job title for those employees who were responsible for providing services to the County under the Original Agreement as of March 1, 2020.

With the advanced approval of the County Transportation Manager, Contractor may seek reimbursement for unforeseen, extraordinary pandemic related expenses to accomplish the intent of this Amendment and the Original Agreement.

The modified price structure under Exhibit B of the Original Agreement shall remain in effect under this Amendment until the earlier of the available funding under the Federal CARES Act has been fully expended or two weeks after the County's notice to Contractor that payments under this Section 2 shall terminate.

Section 3 Correction of Changes Provision in the Original Agreement

To correct an internal inconsistency between the County's Request for Proposals (RFP), the related Scope of Work and the executed Original Agreement that resulted from the RFP; Section 3.03 (CHANGES) Agreement is hereby amended to read as follows:

COUNTY, without invalidating this agreement may order additions to or deletions from the work to be performed. Such changes shall be specified to CONTRACTOR in writing. If justified, the "Maximum Obligation" will be adjusted accordingly. New provisions must be mutually agreeable to both COUNTY and CONTRACTOR. A shift of vehicle service hours between services within the maximum value or an increase or decrease of up to twenty (20) percent within the current span of service would not constitute a change as defined in this agreement, but any such shift or change shall only occur at the direction of COUNTY.

The provisions of this Section 3 shall continue for the duration of the Original Agreement notwithstanding the termination of modified payments under Section 2 above.

Section 4 Original Agreement Unchanged

Except as modified by this Amendment, the terms and provisions of the Original Agreement remain in full force and effect.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as set forth below.

Date: 3/5/2021

PARATRANSIT SERVICES

By: 
Christie Scheffer, Acting President
Its _____

Date: _____

THE COUNTY OF TEHAMA

By: Its _____

Paratransit Services

CORPORATE BOARD OF DIRECTORS

Dr. Paul Aufderheide, DPM
Eugene Lobe
Lois Anderson
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David Baker
President/CEO

*Since 1980, the mission
of Paratransit Services
has been to provide
quality coordinated
transportation and
community services
that meet the needs
of the people we are
entrusted to serve.*

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4810 Auto Center Way
Bremerton, WA 98312

www.paratransit.net

DATE: February 11, 2021
TO: Whom It May Concern
FROM: David Baker, President/CEO, Paratransit Services
RE: Assignment of Acting President

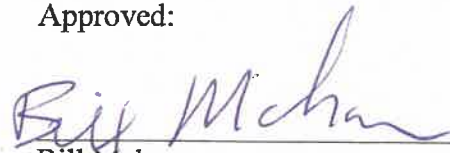
I will be on vacation and out of the office from March 1, 2021 through March 24, 2021.

During my absence, I am appointing Christie Scheffer, EVP/COO, as acting President. She will have the authority to act on my behalf in accordance with the corporate bylaws as approved by the Board of Directors of Paratransit Services.

Sincerely,


David Baker
President/CEO

Approved:


Bill Mahan
Chairman of the Board

Cc: Board Members
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