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1/30/2014

**AMENDMENT NO. 1. TO AGREEMENT
BETWEEN THE CITY OF FRESNO AND
DIVERSIFIED TRANSPORTATION, LLC, DBA KEOLIS TRANSIT AMERICA
FOR PARATRANSIT SERVICES (HANDY RIDE)**

THIS AMENDMENT NO. 1 TO CONTRACT ("Amendment"), is made and entered into effective February 13, 2014, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and DIVERSIFIED TRANSPORTATION SERVICES, LLC, A California Limited Liability Company, dba KEOLIS TRANSIT AMERICA (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into an agreement, dated February 14, 2013 for Paratransit Services; and

WHEREAS, the parties desire to revise such portion of the contract relating to HANDY RIDE SERVICE STANDARDS.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for the other good and valuable considerations hereby acknowledged, the parties agree as follows:

1. Within the Request for Proposals, the language of the "DISINCENTIVE" for the "SINGLE CUSTOMER ON HOLD" portion of the HANDY RIDE SERVICE STANDARDS shall be changed from:

Performance Measure	Definition	Standard	Incentive	Disincentive
Single Customer on Hold	Length of Time an individual Customer is on hold	95% of calls answered in 3 minutes, 99% of calls in five minutes	None	\$100 monthly for each hold length over 5 minutes outside of the 1% allowed.

To read:

Performance Measure	Definition	Standard	Incentive	Disincentive
Single Customer on Hold	Length of Time an individual Customer is on hold	95% of calls answered in 3 minutes, 99% of calls in five minutes	None	Calculated Monthly at \$10 per call each hold length for over 5 minutes outside of the 1% allowed, with daily penalties capped per Table A.

2. Table A. below shall be added to reflect a graduated scale for capping the "SINGLE CUSTOMER ON HOLD" Performance Measure disincentive on a daily basis:

Table A. - Single Customer on Hold Disincentives and Capped Amounts

Days over 1% performance standard	Disincentive per each call over 1%	Capped amount	Number of calls over 1% to reach cap
1 through 8	\$10/call	\$100/day	10
9 through 16	\$10/call	\$200/day	20
17 through 22	\$10/call	\$400/day	40
23 through 31	\$10/call	\$800/day	80

3. Except as otherwise provided herein, the Agreement entered into by CITY and CONTRACTOR, dated February 14, 2014 remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Contract Amendment No. 1 in Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: [Signature]

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: [Signature]
Deputy 2/19/2014

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: [Signature] Feb 19, 2014
Senior Deputy/Deputy Date

DIVERSIFIED TRANSPORTATION SERVICES, LLC, (dba
KEOLIS TRANSIT AMERICA)
a California Limited Liability company,

By: [Signature]

Name: Michael D. Griffus

Title: CEO
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: [Signature]

Name: Joseph Cardoso

Title: C.F.O.
(if corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:
Number: _____

Name: _____

Date of Issuance: _____