

**AMENDMENT TO THE
SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT**

THIS AMENDMENT TO THE SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT (the "Amendment"), is made and entered into as of this 25th day of August, 2022, by and between the Tiburon Peninsula Traffic Relief Joint Powers Authority (hereinafter referred to as "JPA") with principal offices at 1505 Tiburon Blvd., Tiburon, California 94920 and First Student, Inc. (hereinafter referred to as "Contractor") with its regional business offices located at 201 NE Park Plaza Drive, Suite 246 Vancouver, WA 98684 and local business offices for purposes of this Amendment located at 59 Jordan St, San Rafael, CA 94901.

WHEREAS, JPA and the Contractor are parties to a School Bus Transportation Services Agreement made and entered into on April 1, 2018 (the "Contract"); and

WHEREAS, the parties desire to amend the Contract in order to establish the rates to be paid to the Contractor for the 2022-2023 School Year; and

WHEREAS, Section 4.2 of the Contract specifies that in the event of unusual circumstances which cause any of the Contractor's operating expenses to increase at a rate in excess of the negotiated escalation amounts set forth in the Contract, then the parties shall determine a reasonable and just amount to cover such increase; and

WHEREAS, unusual circumstances, including high inflation and corresponding increases in cost of living and wages, have caused the Contractor's operating expenses to increase at a higher rate than the negotiated escalator set forth in the Contract; and

WHEREAS, Section 24.1 of the Contract provides that the parties may modify the terms of the Contract by mutual written agreement;

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

1. Pursuant to section 4.2 of the Contract and in consideration for services rendered during the 2022-2023 School Year pursuant to the Contract, JPA shall pay to the Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A, attached hereto and incorporated herein by reference.

All other terms and conditions of the Contract not otherwise amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown below.

Tiburon Peninsula Traffic Relief Joint Powers Authority

First Student, Inc.

By: _____

By:  _____
Kim Worster, Sr Vice President

Its: _____

Its: _____

Date: _____

Date: August 29, 2022



TIBURON PENINSULA TRAFFIC RELIEF JPA
HOME TO SCHOOL TRANSPORTATION SERVICE
RATE SCHEDULE
CONTRACT PERIOD: 7/1/2022 - 6/30/2023
Portal-to-Portal

Rate increase		9.0%
Home-To-School Service	SY2021-2022	SY2022-2023
Daily Rate for 4 Hour Minimum per Bus	\$ 573.91	\$ 625.56
Hourly Rate for Service Exceeding 4 Hours per Bus	\$ 68.87	\$ 75.07
Daily Rate for 5 Hour Minimum per Bus	\$ 642.77	\$ 700.62
Hourly Rate for Service Exceeding 5 Hours per Bus	\$ 68.87	\$ 75.07
Daily Rate for 8 Hour Minimum per Bus	\$ 849.37	\$ 925.81
Hourly Rate for Service Exceeding 8 Hours per Bus	\$ 68.87	\$ 75.07
Cameras		
One time cost per bus for installation, operation and maintenance, where requested		
Rate per Bus	\$ 1,466.59	\$ 1,598.58
Storage		
Per day credit amount for intra-County storage (discount from daily rate), per bus		
Rate per Bus	\$ (7.90)	\$ (8.61)

Anita Chou 8/9/2022
Prepared By Date

Mike Fernandes 8/9/2022
Reviewed By Date

Customer Signature Date