

FIRST AMENDMENT TO AGREEMENT

This First Amendment of the Agreement, entered into this _____ day of _____, 2025, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "the City") and Alameda-Contra Costa Transit District, a special district whose address is 1600 Franklin Street, Oakland, CA 94612, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

A. On 05/02/ 2022, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$673,000, for a free bus pass program to offer seniors and people with disabilities with disproportionately lower income in Alameda for unlimited access to local rides on AC Transit. This three-year pilot program offered a Pay-per-ride model that would be assessed by actual boardings at a senior or disabled Clipper card rate. Provider was selected on a sole source basis because AC Transit is the only public transportation operator that provides bus service to the City of Alameda. The pilot program has concluded, and this amendment continues the program for an additional two-year period.

B. Whereas, the City Council authorized the City Manager to execute this amendment on _____.

C. The City and Provider desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 1, TERM, of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 05/02/2022, and shall terminate on the 06/30/2027, unless terminated earlier as set forth herein.

2. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

- a. Provider shall be compensated for the services performed during the period between 7/1/2025 – 6/30/2027 based on the hourly administrative rates and direct costs set forth in Exhibit B-1 of the First Amendment. Compensation for services performed pursuant to the First Amendment shall not exceed \$690,000. Total Compensation for this Agreement shall not exceed \$1,363,000.

- b. By the 15th day of each month, Provider shall submit to the City an invoice for the total amount of administrative work done and direct costs in the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B-1 and incorporated herein by this reference. Exhibit B-1 includes staff rates and direct costs for clipper cards and transit rides furnished and an annual cost estimate for the program. Extra administrative work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis at the rates set forth in Exhibit B-1.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

AC Transit
A Special District

CITY OF ALAMEDA
A Municipal Corporation

Salvador Llamas, General Manager

Jennifer Ott
City Manager

Aimee Steele, General Counsel

RECOMMENDED FOR APPROVAL:

Allen Tai, Director
Planning, Building & Transportation

APPROVED AS TO FORM:
City Attorney

Cara Silver
Special Counsel

City of Alameda Free Bus Pass Program
Billable Items

Staffing (Annie Chau)

Effective Date	Hourly
7/1/2025	\$101.75
7/1/2026	\$106.90
7/1/2027	\$110.11

Fare

Effective Date	Per ride
7/1/2024	\$1.12
7/1/2025	\$1.25
7/1/2026	\$1.37

Clipper cardstock

Effective Date	Each
7/1/2024	\$3.00

Postage

Service Provider	Est. per shipment
USPS First-Class Mail	\$0.73
UPS Ground	\$15-\$25

Est. Extended 4th Year Pilot Program invoicing (for 970 Low Income Senior Participants)	
Transit Pass Estimates	Pay-per-Ride Model
Estimated Number of Participants	970
Estimated Number of Rides per Person/Month (~est. based on 12-month historical ridership data)	22*
Annual Estimated Pilot Fare Revenue	\$320,100
Adult Clipper Card	
New Cards (\$3.00/card)	\$60
Estimated Replacement Cards (~50 cards/year x \$3 balance transfer fee)	\$150
Shipping Costs (USPS)	\$50
Staffing Estimate	
Program Specialist (36 hours)	\$3,848.40
Total Fourth Year Pilot Program Pricing (Total 970 participants)	\$324,208

Est. Extended 5th Year Pilot Program invoicing	
Transit Pass Estimates	Pay-per-Ride Model
Estimated Number of Participants	970
Estimated Number of Rides per Person/Month (~est. based on 12-month historical ridership data)	22*
Annual Estimated Pilot Fare Revenue	\$350,830
Adult Clipper Card	
New Cards (\$3.00/card)	\$60
Estimated Replacement Cards (~50 cards/year x \$3 balance transfer fee)	\$150
Shipping Costs (USPS)	\$50
Staffing Estimate	
Program Specialist (36 hours)	\$3,963.85
Total Fifth Year Pilot Program Pricing (Total 970 participants)	\$355,053

Contingency
Two-Year Total

\$10,739
\$690,000