

**SECOND AMENDMENT TO AGREEMENT BETWEEN
TEMECULA COMMUNITY SERVICES DISTRICT AND TRANSPORTATION CHARTER
SERVICES, INC.**

TRANSPORTATION SERVICES

THIS SECOND AMENDMENT is made and entered into as of **August 13, 2024** by and between the Temecula Community Services District, a community services district (hereinafter referred to as "City"), and **Transportation Charter Services, Inc.**, a corporation (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
 - a. On **March 21, 2022**, the City and Contractor entered into that certain Agreement entitled "NON-EXCLUSIVE SERVICES AGREEMENT BETWEEN TEMECULA COMMUNITY SERVICES DISTRICT AND TRANSPORTATION CHARTER SERVICES, INC" in the amount of \$60,000.00
 - b. On **August 21, 2023** the City and Contractor entered into the **First Amendment** to that certain Agreement entitled "NON-EXCLUSIVE SERVICES AGREEMENT BETWEEN TEMECULA COMMUNITY SERVICES DISTRICT AND TRANSPORTATION CHARTER SERVICES, INC," to increase the payment to the amount of \$100,000.00
 - c. The parties now desire to increase the payment in the amount of **\$100,000.00 for a total agreement amount of \$200,000.00**

2. Section **4** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Vendor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **Two Hundred Thousand Dollars and No Cents (\$200,000) for the total term of this agreement.**

3. Section **12** of the agreement, entitled "**NOTICES**" is hereby amended to read as follows:

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: General Manager
41000 Main Street
Temecula, CA 92590

To Vendor: Transportation Charter Services, Inc.
Attn: Ashley Jones
1931 N Batavia Street
Orange, CA 92865

4. Exhibit **B** to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.

5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

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

TEMECULA COMMUNITY SERVICES DISTRICT

TRANSPORTATION CHART SERVICES, INC.
(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, TCSD President

By: Kathryn Fischer
Kathryn Fischer, Secretary/Vice President of Sales

ATTEST:

By: _____
Randi Johl, Secretary

By: Terry Fischer
Terry Fischer, Chief Executive Officer/President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, General Counsel

CONTRACTOR
Transportation Charter Services, Inc.
Attn: Ashley Jones
1931 N Batavia Street, Orange, CA 92865
(714) 637-4300
ashley@tcsbus.com

City Purchasing Mgr.
Initials and
Date:

ATTACHMENT A

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Quotes shall be provided as requested by City staff for each service requested. Cost of services shall be as quoted, but in no event shall the total Agreement amount exceed \$200,000 as outlined in Section 4 of this Agreement. The not to exceed payment amount listed herein is an estimated expenditure and this Agreement does not guarantee Vendor this amount in purchases.