

**SECOND AMENDMENT TO THE
EASYPASS FOR COLLEGE PROGRAM AGREEMENT
FOR FALL 2010**

This Second Amendment to the EasyPass for College Program Agreement is entered into this 30th day of April 2010 by and between the Peralta Community Colleges District ("Peralta Colleges") and the Alameda-Contra Costa Transit District ("AC Transit" or "District").

RECITALS

WHEREAS, Peralta Colleges and the District entered into an EasyPass for College Program Agreement (the "Agreement") on April 7, 2009; and

WHEREAS, performances under the Agreement commenced on the first day of the Fall 2009 instruction (August 20, 2009);

NOW THEREFORE, in consideration of the faithful performance of the terms, conditions, promises and covenants contained in the Agreement, the First Amendment, and now this Second Amendment to the Agreement, the parties agree to amend Section 7 of the original Agreement as follows:

"Starting Fall 2010 and thereafter, seventy-five percent (75%) of the estimated semester payment based on the total number of students enrolled in 9 or more units at the time, **minus overhead costs of staff and marketing \$70,000, administration \$7,000, and clerical \$2,500**, shall be invoiced within the first 30 days after the start of the semester and payable within 30 days of invoice date.

The remaining 25% shall be invoiced within 30 days after the semester ends, and will reflect adjustments up or down based on actual enrollment numbers. This may result in overpayment by the Peralta Colleges, and the District shall reimburse should that occur. This invoice shall be payable within 30 days of invoice date."

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the EasyPass for College Program Agreement.

AC TRANSIT DISTRICT

PERALTA COLLEGES

Mary V. King, Interim General Manager

Elihu M. Harris, Chancellor

Dated: _____

Dated: _____

Approved as to form:

Approved as to form:

Kenneth C. Scheidig
General Counsel

Thuy Thi Nguyen
General Counsel