

THIRD AMENDMENT TO TRANSIT AGREEMENT
(Yamhill County Transit Area and First Transit, Inc.)

This Third Amendment ("Amendment No. 3") to the Transit Agreement, dated June 29, 2012 (the "Agreement") is by and between Yamhill County Transit Area, an ORS Chapter 451 County Service District ("YCTA") and First Transit, Inc., a Delaware corporation ("CONTRACTOR").

RECITALS.

- A. **WHEREAS**, YCTA continues to receive funding to operate public transportation services and remains authorized under ORS to furnish and operate public transportation services, and to transportation services throughout the YCTA service area.
- B. **WHEREAS**, pursuant to the Agreement, CONTRACTOR has continuously provided the Scope of Services described in Section 2 of the Agreement. The Agreement was first amended on June 29, 2017 ("Amendment No.1") and amended again on 6/26/18 ("Amendment No. 2")
- C. **WHEREAS**, YCTA and CONTRACTOR, now desire to further amend the Agreement and enter into this Amendment No.3 for CONTRACTOR to continue to provide transit services and to memorialize certain changes to the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained below, and for other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, YCTA and the CONTRACTOR hereby agree as follows:

1. YCTA and CONTRACTOR hereto incorporate the foregoing recitals as a material portion of this Amendment No. 3.
2. The current language in Section 2.a.2 "Service Hours, Locations", is hereby amended to include the following:

"2.a.2 Service Description Effective July 1, 2019

a. **Weekday Fixed Route Service:**

(local and commuter weekday service)

CONTRACTOR will provide a maximum of 25,900 hours annually.

- July 1, 2019- December 31, 2019 12,950 maximum hours
- January, February, March 2020 (2158/month)"

The balance of Section 2.a.2 as amended by Amendment No. 1 is unchanged.

3. The current language in Section 2.b.2 "Demand Response Services", is hereby amended to include the following:

"2.b.2 "Demand Response Services Effective July 1, 2019

(ADA, Dial-a-ride, pilot shopper shuttle or demand response services weekday service)

CONTRACTOR will provide a maximum of 14,500 hours annually.

- July 1, 2019 – December 31, 2019 7020 maximum hours
- January, February, March, 2020 (1208/month)"

The balance of Section 2.b.2 as amended by Amendment No. 1 unchanged.

4. The current language in Section 7.a, "Payment", is hereby amended to replace the \$47.91 per revenue service hour for 2018/19 with \$ 50.55 per revenue service hour for 2019/20. The balance of Section 7.a. is unchanged.

5. The current language in Section 8.a **Service Planning and Coordination** (original Agreement) is hereby amended to add the following subsection 4:

"4. The CONTRACTOR will work with YCTA to prepare run-cutting and route timing services for the service changes shown in Exhibit A of this Amendment No. 3, which is attached here to and incorporated by reference. These Exhibit A services only will be provided at an hourly rate of \$ 65 at the request of YCTA Manager."

6. Section 9.a., "Term" is hereby amended to include the following language:

"a. This Amendment No. 3 shall commence on July 1, 2019. Pursuant to this Amendment No. 3 the Agreement is hereby extended and shall remain in effect until December 31, 2019, unless terminated in accordance with the Agreement. Thereafter, it may be renewed upon written notice of renewal by YCTA received by CONTRACTOR no less than thirty days prior to Agreement expiration, for up to three successive one month terms beginning January 1, 2020, unless terminated in accordance with this Agreement."

7. Section 17, "MAXIMUM OBLIGATION" is hereby amended to replace the \$1,815,300 for FY 2018/19 with \$1,955,300 for FY 2019/20. The balance of section 17 is unchanged.

8. **SEVERABILITY.** If any terms or provisions of this Amendment No. 3 or the application there to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment No. 3 or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment No. 3 shall be valid and enforceable to the fullest extent permitted by law.

9. **REMAINING PROVISIONS.** The remaining provisions of the original Agreement, Amendment No. 1 and Amendment No. 2 not amended by this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, YCTA and CONTRACTOR have caused this Amendment No. 3 to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

YAMHILL COUNTY TRANSIT AREA

FIRST TRANSIT, INC.


 RICK OLSON, Chair
 Yamhill County Transit Area
 Date: 3-27-19


 Print Name: FADZ Chakbazov
 Title: SUP. West
 Date: 3/26/19

APPROVED AS TO FORM:

By: 
 CHRISTIAN BOENISCH
 County Counsel

Accepted by Yamhill County
 Board of Commissioners on
3/14/19 by Board Order
 # 19-73

EXHIBIT A

Please refer to the YCTA STIF Plan in the Transit Development Plan for a list of projects and timelines. This extension includes the following;

STIF PLAN: Appendix D Page D-51, D52

SN1-3;	Total Annual Revenue Hours	4290
	Total Annual Revenue Miles	101,244
SN1-4:	Total Annual Revenue Hours	4290
	Total Annual Revenue Miles	49,764
SN3:	Total Annual Revenue Hours	3120
	Total Annual Revenue Miles	51,174
SN6:	Total Annual Revenue Hours	5616
	Total Annual Revenue Miles	64099

B.O. 19-73
Exhibit "A"