

AMENDMENT No. 2 TO YAMHILL COUNTY FOR SERVICES

Contract No. 20-096

THIS AMENDMENT (“Amendment #2”) is made and entered into this 25th day of January, 2024, by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through Yamhill Count Transit Area (County), a County Service District and First Transit, a Delaware corporation (Contractor) located at 720 E. Butterfield Road, Suite 300 Lombard, IL 60148 (“Contractor”).

The parties having executed a services contract on April 1, 2020, pursuant to Board Order No. 20-096 (the “Agreement”) and Amendment #1 on March 19, 2021, pursuant to Board Order No. 21-198 (“Amendment #1”), now hereby agree to amend said contract as follows:

Section 7. Compensation, as amended by Amendment #1 subsection 7a

The first sentence of subsection 7.a of the Agreement, as amended by Amendment #1, is hereby deleted in its entirety and replaced with the following:

“County shall compensate CONTRACTOR for services provided under this Agreement at an hourly rate of \$43.18, per revenue service hour and monthly fixed rate of \$116,442.77, from July 1, 2023 to June 30, 2024. Revenue service hour and monthly rates will be updated prior to June 30, 2024.”

Section 10. Term of Agreement; Termination – Original Contract Section 10a.

The second sentence of subsection 10a of the Agreement is hereby deleted in its entirety and replaced with the following:

The Agreement, as amended by Amendment #1 and this Amendment #2, is in effect through June 30, 2024, unless terminated in accordance with subsection (b) below. County and CONTRACTOR intend to enter into a third amendment (“Amendment #3”) with updated revenue service hours and rates and related language, to be negotiated and fully executed before June 30, 2024. If Amendment #3 is approved the Agreement will continue as described in Amendment #3. If Amendment #3 is not approved the Agreement will terminate June 30, 2024. Exhibit A to this Second Amendment documents the investments, expenses, and responsibilities agreed to by Yamhill County Transit and First Transit from December 1, 2023, to June 30, 2024. Exhibit A is incorporated herein by this reference.

Except as expressly amended above, all other terms and conditions of the Agreement, as amended, are still in full force and effect. The CONTRACTOR certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective

date of this Amendment #2 and with the same effect as though made at the time of this Amendment #2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be signed by their duly authorized representatives the day and year first written above.

CONTRACTOR

YAMHILL COUNTY

By: ^{DocuSigned by:} Mark D. Elias
[Name] C053689E5ED1497...
[Title]
Mark D. Elias
Region Vice President

^{DocuSigned by:} Mathieu Le Bourhis
[Name] 570D1570222B41D...
Mathieu Le Bourhis
CFO

By: ^{DocuSigned by:} Lindsay Berschauer
[Name] D54CA1F145C1452...
[Title] Chair, Board of Commissioners

Approved as to Form:

By: ^{DocuSigned by:} Christian Boenisch
[Name] 42D9EF39446391C...
Christian Boenisch
Yamhill County Counsel

Approved by the BOC on:1/25/24
via Board Order No.:24-11

Amendment #2 Exhibit A version 3

Yamhill County Transit Area/County and First Transit Agreement AMENDMENT 2 EXHIBIT A

First Transit (FT) agreed to the following responsibilities from December 1, 2023, to June 30, 2024. Yamhill County Transit (YCT) and First Transit will negotiate a new fixed and variable rate and language changes to the contract as required in a third amendment effective July 1, 2024, to June 30, 2028.

In the event of termination of the contract between the parties, Yamhill County shall retain full ownership over facilities, capital investment and other property described herein this Exhibit A, or as otherwise described in the contract. Upon termination, First Transit shall transfer to Yamhill County all its rights, title, and interests in and to the facilities and other property under First Transit's care and/or authority.

Yamhill County Transit (YCT) will not exceed the funding available from STIF project 14 tasks 1 and 3. YCT agrees to be responsible for the following investments/expenses related to establishing the shop and office improvements to operate as the primary transit facility for administration, operations, maintenance, and fleet.

- Facility Lease and preparation and management of sub-lease with First Transit.
- Newberg parking and transit center rent from January 1, 2024, to June 30, 2024.
- Establish shop with sufficient tools to provide ongoing maintenance for 30 vans, mid-size, and large buses.
 - Shop tools over \$500/each
 - Procurement for bus washing pad
- Office leasehold improvements
 - Procurement, planning, permits, project management
 - Design, remodel, and construction of leasehold improvements
 - YCT portion of IT improvements, internet, security camera's, FOB, and security system.
 - MEB (mechanical, electrical, plumbing) additional requirements specifically for YCT/TD needs beyond what existing lease includes.
- Site improvements such as parking plan/markings, additional lighting, bus washing area, pad.

First Transit agrees to the following responsibilities.

- No increase in fixed and monthly rates until July 1, 2024
- Procurement to meet Yamhill County Transit and First Transit contract requirements and to meet state, and federal requirements.
- Project management to establish shop (no cost to YCT/County)
- Procurement of shop tools over \$500/each- cost passed through to YCT with no markup. Refer to Attachment C of Board Memo, January 25, 2024.
 - Provide invoices, ledger, and detailed accounting of purchases.
- Procurement, purchase of First Transit IT improvements for the shop and the First Transit portion of the facility. Provide detailed accounting of purchases.
- Procure small tools under \$500/each and provide detailed accounting of purchases
 - In the event of termination of the contract and transfer of all herein-described ownership rights, YCT agrees to reimburse First Transit less depreciation for funds expended on the following items.
 - Shop tools (under \$500 each) approximately \$30,000.
 - IT infrastructure for First Transit/shop \$10,000.