

AMENDMENT No. 3 TO YAMHILL COUNTY CONTRACT FOR SERVICES

Board Order No. 20-096

THIS AMENDMENT is made and entered into this 20th day of June 2024, by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through Yamhill County Transit Area (County), a County Service District, and FIRST TRANSIT (Contractor), located at 720 E. Butterfield Road, Suite 300 Lombard, IL 60148 ("Contractor") (collectively, the "Parties").

WHEREAS, The Parties executed a services contract on March 31, 2020, pursuant to Board Order No. 20-096 for public transportation services in the Yamhill County Transit Area (the "Contract"); and

WHEREAS, The Parties previously amended the Contract on March 27, 2021, pursuant to Board Order No. 21-198 ("Amendment 1") to increase the hourly and monthly rates; and

WHEREAS, The Parties previously amended the Contract on January 25, 2024, pursuant to Board Order No. 24-11 ("Amendment 2") to both: 1) increase the hourly and monthly rates, and 2) extend the agreement through June 30, 2024; and

WHEREAS, The Parties now wish to amend the Contract to further extend the contract and to memorialize additional changes in contract language; and now, therefore

THE PARTIES hereby agree to amend the Contract, as amended, as follows (new language is indicated by underlined font and deleted language is indicated by ~~strike-out font~~):

1. Section 7, *Compensation*, is hereby amended as follows:

- a. Payment. County shall compensate CONTRACTOR for services provided under this agreement for direct costs a total of \$591,656 spread evenly over the course of 18 months and per revenue service hour rate of \$96.55 based on 35,000 annual revenue hours. This rate is valid for the period of July 1, 2024, to December 31, 2025, subject to the direct and variable rate calculation provided in Exhibit F, including as revised, incorporated herein by this reference. ~~at an hourly rate of \$43.18, per revenue service hour, and a 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. Actual costs recoverable under this section must be supported by invoices or other written records that reflect, in addition to expenses of personnel, Services or other items authorized by this Agreement, the actual revenue service hours and/or miles performed during each month. The invoice must detail direct costs, revenue service hours per month, by service~~

type, service miles etc. To be eligible for reimbursement, invoices or other written records must be submitted on a monthly basis to County within (30) thirty days of CONTRACTOR'S expenditure. ~~To be eligible for reimbursement, invoices or other written records must be submitted on a monthly basis, to County within (30) thirty days of CONTRACTOR'S expenditure detailing revenue service hours per month, per route and further broken down by commuter route, local Fixed Route, and Demand Response, Vehicle maintenance, Service planning, and customer amenities. County shall compensate CONTRACTOR only for providing Services authorized under this Agreement. Payment of all non-contested charges shall be made within thirty (30) calendar days of invoice receipt.~~

2. Section 10, *Term of Agreement; Termination*, is hereby amended as follows:

- a. Term. This Agreement shall be effective on the last date set forth adjacent to the signatures of the parties below. The Agreement, as amended by ~~Amendment #1 and this Amendment #2~~, is in effect through December 31, 2025 ~~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 the 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.~~

3. Section 16, *Maximum Obligation*, is hereby amended as follows:

Section 16. MAXIMUM OBLIGATION. County agrees to pay CONTRACTOR in consideration for the Services as described in Section 2, "Scope of Services," the amounts established in Section 7, "Compensation," provided, however, that the maximum amount of money to be paid by County to CONTRACTOR for all Services is under this Agreement (including fare revenue) is:

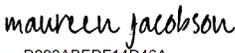
\$ 515,731	April 1, through June 30, 2020.
\$3,051,822	July 1, 2020, through June 30, 2021.
\$3,105,586	July 1, 2021, through June 30, 2022.
\$3,115,730	July 1, 2022, through June 30, 2023.
\$3,249,123	July 1, 2023, through June 30, 2024
\$1,923,155	July 1, 2024, through January 31, 2025
<u>\$3,778,331</u>	<u>July 1, 2024, through June 30, 2025</u>
<u>\$1,882,200</u>	<u>July 1, 2025, through December 31, 2025</u>

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. The Contractor certifies that the representations, warranties, and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

CONTRACTOR

By: 
C81BCD6BBCA7446...
Name: Susan Sweat
Title: Chief Operating Officer


D990ABEDF14D46A
maureen jacobson
VP Finance

YAMHILL COUNTY

By: 
D54CA1F145C1452...
Lindsay Berschauer
Chair, Board of Commissioners

Approved as to Form:

By: 
1B2A1369424542B...
Jodi Gollehon
Assistant County Counsel

Approved by the BOC on: 6/27/24

via Board Order No.: 24-180