

AMENDMENT No. 1 TO YAMHILL COUNTY FOR YAMHILL COUNTY TRANSIT SERVICES

Contract No. TR23003GS

THIS AMENDMENT is made and entered into this August 13, 2024, by and between the YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Yamhill County Transit Area (YCTA) (“County”), and Access Tech, an Oregon corporation whose Federal ID No. is 45-2522441, hereinafter referred to as “Contractor”, (collectively, the “Parties”).

WHEREAS, The Parties executed a services contract on August 14, 2023 for mobile technology support services (the “Contract”); and

WHEREAS, The original contract was approved by Ken Huffer, County Administrator, pursuant to YCC 3.20.046.0520, which grants contract approval authority to him up to \$100,000; and

WHEREAS, The Parties now wish to amend the Contract to extend the term of the contract through August, 2025, update the scope of work to allow for (Exhibit A) and to increase the not-to-exceed \$177,875; and

WHEREAS, The additional services do not require additional solicitation because the original request for proposal and board order was to conduct a two year pilot project but the initial contract was only for one year. This amendment extends the pilot project to the planned two-year term, therefore

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

1. The section entitled 1. “TERM” is amended to read as follows:

1. TERM. This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on August 14, 2023, whichever is sooner, and shall terminate on ~~August 14, 2024~~ August 30, 2025, unless otherwise terminated or extended as provided herein. A one-year extension with revised scope of work is an option if the County notifies the Contractor of this extension by June 30, 2024. Upon mutual agreement of the parties, the Contract term may be renewed and extended in accordance with Section 7.

2. The section entitled “2. CONSIDERATION” is amended to read as follows:

2. CONSIDERATION. As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed ~~\$99,575.00~~ \$177,874.00. The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received. Payment for all services performed hereunder, including reimbursable expenses as provided below, shall not exceed this amount.

3. The section entitled “3. SERVICES” is amended to include the services outlined in the attached Exhibit A, attached hereto and incorporated herein.

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.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment No. 1 on the date indicated by their duly authorized officials.

CONTRACTOR

YAMHILL COUNTY

DocuSigned by:
Heather Adams
Signature

Signed by:
Lindsay Berschauer
Signature

Heather Adams
Name (printed)

Lindsay Berschauer
Name (printed)

operations Manager
Title

Chair, Board of Commissioners
Title

11/14/2024
Date

11/14/2024
Date

APPROVED AS TO FORM

Signed by:
By: Jodi Gollehon
[COUNTY COUNSEL NAME & TITLE]

[Include if facilities contract:]
APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: _____
Shane Hoffman, I.T. Manager

Approved by the BOC on:11/14/24
via Board Order No.:24-339

Exhibit A



RENEWAL: MOBILE TECHNOLOGY SUPPORT SERVICES



TREY LACKEY, PRESIDENT

HEATHER ADAMS, OPERATIONS MANAGER

07-18-2024

WWW.ACCESSTECH.NET

CONTAINS CONFIDENTIAL INFORMATION

EXHIBIT A
BO 24-339

YCT – RENEWAL: MOBILE TECHNOLOGY SUPPORT SERVICES

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INTRODUCTION

Yamhill County Transit (“YCT”) would like to renew the existing engagement (“Pilot Project”) for a one-year term.

TIMELINE

The Pilot Project renewal has a requested timeline of one year. It will run from September 1, 2024 through August 31, 2025.

SCOPE OF WORK

These are the deliverables that Access Tech agrees to provide for the Pilot Project:

PROJECT MEETINGS

Access Tech will hold weekly internal and external project meetings to go over all tickets, timelines, budget and project milestones.

RUNBOOKS

For the purposes of this proposal, we define a “runbook” as a collection of knowledge articles, instructions, and checklists documenting best practices, common troubleshooting scenarios, vendor trouble ticket creation and processing procedures, and maintenance standards for the system(s) covered by the runbook.

Access Tech will continue to build out and update runbooks for the technology stack vendors.

The runbooks will be the property of YCT and will be transferable to any future vendor or employee.

INVENTORY

The inventory will be updated and maintained throughout the term and will be transferable to any future vendor or employee in Excel or PDF form.

TRAINING PROGRAM

Access Tech will continue to work with YCT, TransDev, and all vendors to understand their current training materials and processes. Access Tech will help develop a program that addresses new hires,

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untrained or undertrained current employees and staff, and continuing education needs. It will include training checklists and a repository for training materials as well as links to manufacturers' online training materials. If training is required for compliance, these requirements will be included in the training checklists for each manufacturer. The scope of the training program includes scheduling and tracking training standards but does not include creating or delivering training content or sessions.

Access Tech may make recommendations for the use of third-party training software or services. Any such software or services will be at the expense of YCT.

TROUBLESHOOTING AND SUPPORT

Access Tech will act as central support dispatch for troubleshooting devices in the mobile technology stack and offer Tier 1 and Tier 2 support. A dedicated support phone number, email, and chat channel have been provided for opening and tracking trouble tickets. We will liaise with vendors (as defined by the runbooks) and coordinate testing and dispatch.

We will dispatch our own (local to Portland) technicians, vendor technicians, or subcontractors as necessary to provide covered support.

YCT will have access to open and track current and historical tickets.

BUSINESS REVIEWS

Access Tech will perform a quarterly business reviews covering: status reports, logs, and checklists for known events and metrics; systems health and performance and effectiveness of support processes; and the status and metrics of the training program.

FINAL REPORT AND RECOMMENDATIONS

Access Tech will deliver a final report evaluating the efficacy of the Pilot Project according to pre- and post-measures of success, offering opinions regarding the decisions and methods used during the Pilot, and providing recommendations for future implementation and support of the vehicle technology stack and supporting systems and processes.

COSTS

Access Tech will charge a monthly management fee of \$225 per bus. This will encompass the following:

- Management Fees for 29 Buses
- 2 Hours of time for project meetings
- 20 Hours of time for troubleshooting, updating/maintaining runbooks and inventories, and updating the training program.

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- Quarterly Reports
- Final Analysis Report

Currently YCT has 29 buses. The monthly cost would be \$6,525 and the annual cost would be \$78,300.

RATES AND SCHEDULE

All time will be recorded and invoiced in 15-minute increments.

On-site technician dispatches will charge a minimum of 4 hours (including one-way travel). Travel time will be charged for one direction of travel, at the same rate as regular work for that time.

Additional charges for out-of-scope work will be charged as below:

- Project management and customer services/troubleshooting will invoice at \$125/hr.
- Consulting and design work will invoice at \$175/hr.
- Engineering/on-site technicians will invoice at \$225/hr.

The above rates apply for work performed during the normal business hours of Mon-Fri, 8am to 5pm, Pacific Time (the “normal rate”). Work outside these hours will invoice at 1.5 times the normal rate. Work on holidays and weekends will invoice at 2 times the normal rate.

Invoices will be issued on the first business day of each month, to include:

- Monthly management fees, invoiced for the following month
- Trouble ticket handling, invoiced for the prior month
- Progress billing, invoiced for the prior month

CONCLUSION

Access Tech has enjoyed working with Yamhill County Transit for the last year on this project and we look forward to continuing and enhancing our work. .