**STATE OF TEXAS**      §

                                         §

**COUNTY OF EL PASO**      §


### SECOND AMENDMENT TO TRANSPORTATION SERVICES AGREEMENT

This Amendment is between the County of El Paso, a political subdivision of the State of Texas ("County"), and First Transit, Inc., a corporation authorized to do business in Texas ("Contractor'), to modify the Transportation Services agreement (Contract #2020-0247), as previously amended under (2020-0247). The following previsions modify and supersede the provisions of the Agreement by agreement of the Parties. To the extent that any provisions in the main body of the Agreement conflict with the provisions of this Amendment, this Amendment shall control.


SECTION 3: COMPENSATION AND BILLING is amended in its entirety to read as follows:

Effective June 1, 2022 regardless of the date of execution.

County will pay Contractor a rate of **$72.29** per Revenue Vehicle Hour as defined in RFP#19-024 for year 3 of the current contract. All additional revenue added by this amendment (i.e. the difference between $72.29 and the prior revenue vehicle hour rate) will be used to increase driver salaries and wages. All other rates will conform to Attachment. Any additional revenue not used for this purpose shall be returned to the County. Contractor shall comply with County's reasonable request(s) for documentation to verify that all additional funds are used to increase driver salaries and wages. No specific documentation is due at the time of execution of this amendment. Contractor shall comply with reasonable requests (if any) for such documentation within 30 calendar days of receipt of such request, unless an extension is agreed to in a writing executed by the parties.

IN WITNESS WHEREOF, the parties execute on this _____day of_____, 2022 this Second Amendment to Transportation Services Agreement:

THE COUNTY OF EL PASO, TEXAS



_____

Ricardo A. Samaniego
El Paso County Judge
Date: _____

FIRST TRANSIT, INC.—Contractor


_____

Printed Name


Title

Date:   _____