

EXTENSION AND AMENDMENT AGREEMENT

THIS EXTENSION AND AMENDMENT ("Extension") is made and entered into as of the ___ day of December, 2021 by and between the City of Independence, Missouri ("City") and First Transit, Inc. ("First Transit").

WHEREAS, the parties entered into that certain Agreement for Professional Services, dated July 1, 2017 (the "Agreement"); and

WHEREAS, the parties desire to extend the term of the Agreement and amend certain provisions thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Extension and Amendment, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1. **TERM**. Pursuant to Section 7 of Exhibit C to the Agreement, the parties can extend the term of the Agreement upon the same terms and conditions in the Agreement, and First Transit has submitted pricing more than 180 days prior to the end of the initial term. The parties hereby agree to an extension of the term of the Agreement for one (1) year commencing July 1, 2022 and continuing through June 30, 2023 ("Extension Term").
2. **PRICING**. The pricing for the Extension Term is set forth on Exhibit B attached hereto, which shall be the new Exhibit B to the Agreement and replace in its entirety any previous Exhibit B. Pricing set forth on Exhibit B is contingent upon a service volume of no less than 14,050 hours. If the service volume falls below 14,050 hours, the parties will negotiate in good faith for new pricing terms.
3. **MISCELLANEOUS**. Except as may be expressly defined herein, (i) all words in this Extension and Amendment shall have the same meanings as in the Agreement and (ii) all other terms and conditions of the Agreement shall remain in full force and effect. This Extension and Amendment shall inure to the benefit of and be binding upon the parties, their successors and assigns. In the event of a conflict between this Extension and Amendment and any other of the documents comprising the Agreement, this Extension and Amendment shall govern.

IN WITNESS WHEREOF, this Extension and Amendment has been signed and executed in duplicate on behalf of the parties hereto by persons duly authorized on the day and year first written above.

CITY OF INDEPENDENCE, MISSOURI

FIRST TRANSIT, INC.

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT B

Cost Proposal - Option Year 2022/2023					
		Cost per Performed Operating Hour		Option Year Proposed Costs	
		7/1/22 - 6/30/23		Estimated	Year 1 Total
		Option		Hours-	Cost (cost per
		Year		Option Year	hour x est.
					hours)
24 Passenger vehicle (minimum)		\$53.38		15,611	833,315.18
Service reduction by 10%		\$56.80		14,050	\$798,040.00
Service increase by 10%		\$52.78		17,172	\$906,343.44
Marketing Fee		\$0.30		-	\$4,683.30
Management Fee		\$853,770.00			\$853,770.00
Total Cost (Total Operating Fees plus Management Fee - Option Year)					\$1,691,768.48

Fuel - Contractor's base fuel cost is \$2.50 per gallon of diesel/gasoline fuel, inclusive of all applicable taxes. Each month, during the term of this Agreement, Contractor's invoice shall include an adjustment for increases or decreases in fuel costs calculated by multiplying (i) the number of gallons of fuel purchased by the Contractor for consumption in the performance of this contract by (ii) the difference between the Base Fuel Cost and the average price per gallon of fuel paid during the month for which the invoice was issued.