

INTERGOVERNMENTAL AGREEMENT

Yamhill County, Transit Development Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and the Yamhill County ("COUNTY" or "Grantee").

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with the federal Fixing America's Surface Transportation Act ("FAST Act") funds. Local funds are used as match for FAST Act funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government to cooperate in administering policies and programs within their jurisdiction.
5. COUNTY has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "COUNTY's Amount" means the portion of the Grant Amount payable by ODOT to COUNTY for performing the tasks indicated in Exhibit A as being the responsibility of COUNTY.

B. "COUNTY's Matching Amount" means the amount of matching funds which COUNTY is required to expend to fund the Project.

C. "COUNTY's Project Manager" means the individual designated by COUNTY as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by COUNTY and Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance (including the cash portion of COUNTY's Matching Amount) disbursed under this Agreement, which disbursements consist of the COUNTY's Amount and the Consultant's Amount. ODOT may use any of the cash portion of COUNTY's Matching Amount to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. Further, ODOT's obligation to make any disbursements under this Agreement is subject to payment of the COUNTY's Matching Amount by COUNTY to ODOT. This Agreement terminates on October 31, 2018 ("Termination Date").

B. Grant Amount. The Grant Amount which includes the cash portion of COUNTY's Matching Amount of \$15,000 shall not exceed \$194,900.

C. COUNTY's Amount. COUNTY's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$194,900.

E. COUNTY's Matching Amount. COUNTY's Matching Amount is \$26,577 or 12.87% of the Total Project Costs. COUNTY shall pay ODOT \$15,000 which is the cash portion of COUNTY's Matching Amount at time of the signing of this Agreement. COUNTY shall expend an amount at least equal to the remaining match of \$11,577 on Direct Project Costs that are Federally Eligible Costs necessarily incurred to perform the tasks indicated in Exhibit A as being the responsibility of COUNTY. COUNTY shall report such costs in its cost reports.

SECTION 3. COUNTY'S MATCHING AMOUNT

A. Subject to submission by COUNTY of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, COUNTY may count as part of the COUNTY's Matching Amount, up to \$11,577 in Direct Project Costs that are Federally Eligible Costs that COUNTY incurs after the execution of this Agreement in performing the tasks indicated in Exhibit A as being the responsibility of COUNTY. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. COUNTY shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. COUNTY shall submit cost reports for 100% of COUNTY's Federally Eligible Costs.

C. To count as part of COUNTY's Matching Amount, travel expenses must comply with the restrictions and limitations in the current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. COUNTY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. COUNTY represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of COUNTY.

4. This Agreement has been executed and delivered by an authorized officer(s) of COUNTY and constitutes the legal, valid and binding obligation of COUNTY enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by COUNTY, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which COUNTY or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of COUNTY.

B. As federal funds are involved in this Grant, COUNTY, by execution of this Agreement, makes the certifications set forth in Exhibits B and C. For purposes of the certifications in Exhibits B and C, references to "Contractor" shall be deemed references to COUNTY.

C. COUNTY understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF COUNTY

A. COUNTY shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. COUNTY shall complete the Project in accordance with the schedule set forth in Exhibit A; provided, however, that COUNTY shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. COUNTY shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which COUNTY is identified in Exhibit A as being responsible.

C. COUNTY shall perform such work identified in Exhibit A as COUNTY's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. COUNTY shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including COUNTY, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. COUNTY shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. COUNTY shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. COUNTY agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, COUNTY agrees to:

- (1) Meet with the ODOT's Contract Administrator; and

- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. COUNTY shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, COUNTY expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. COUNTY shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, COUNTY shall maintain any other records pertinent to this Agreement in such a manner as to clearly document COUNTY's performance. COUNTY acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of COUNTY that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

COUNTY shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of COUNTY's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and COUNTY intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", COUNTY hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. COUNTY shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. COUNTY forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to COUNTY a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) COUNTY shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America’s Surface Transportation Act (“FAST Act”), local government, and State of Oregon funds.

“The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Single Audit Act Requirements. The TGM Program receives FAST Act grant funds through the Catalog of Federal Domestic Assistance (“CFDA”) No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation (“USDOT”). COUNTY is a sub-recipient.

(1) Subrecipients receiving federal funds in excess of \$750,000 in the subrecipient’s fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Grantee, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Grantee responsible for the financial management of funds received under this Agreement.

(2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the grant received under this Agreement.

(3) The Grantee shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Grantee acknowledges and agrees that any audit costs incurred by the Grantee as a result of

allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Grantee and the State of Oregon.

Exhibit E sets out the information required by 2 CFR 200331(a)(1). Records must be available as provided in Section 5.H. above.

K. Unless otherwise specified in Exhibit A, COUNTY shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, COUNTY shall provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs; and
- (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than COUNTY is the party to the PSK with the Consultant, ODOT and COUNTY agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of COUNTY;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from COUNTY;

C. COUNTY shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and

D. COUNTY will appoint a Project Manager to:

- (1) be COUNTY's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
- (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and COUNTY personnel, as necessary;
- (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
- (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

A. Reserved

B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.

C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to COUNTY, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. COUNTY fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or COUNTY at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's

Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts.

ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

COUNTY

Yamhill County

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through its
Department of Transportation

By: *Jerri Bohard*
Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: *12/19/16*

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: **Approved by David Elliott**
(Official's Signature)

Date: **via email dated November 3, 2016**

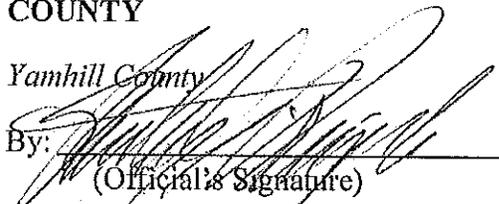
Contact Names:

Cynthia Thompson
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535 NE 5th Street
McMinnville, OR 97128
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Fax: 503-434-7553
E-Mail: thompsonc@co.yamhill.co.us

Naomi Zwerdling, Contract Administrator
Transportation and Growth Management Program
455 Airport Rd. SE Bldg. B,
Salem, OR 97310-5395
Phone: 503-986-2836
Fax: 503-986-2840
E-Mail: Naomi.zwerdling@odot.state.or.us

COUNTY

Yamhill County

By: 

(Official's Signature)

STAN PRIMOZICH, COMMISSIONER

(Printed Name and Title of Official)

Date: 12-15-16

ODOT

STATE OF OREGON, by and through its
Department of Transportation

By: _____

Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: Approved by David Elliott

(Official's Signature)

Date: via email dated November 3, 2016

Contact Names:

Cynthia Thompson
Yamhill County
535 NE 5th Street
McMinnville, OR 97128
Phone: 503-434-7501
Fax: 503-434-7553
E-Mail: thompsonc@co.yamhill.co.us

Naomi Zverdling, Contract Administrator
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Fax: 503-986-2840
E-Mail: Naomi.zverdling@odot.state.or.us

Accepted by Yamhill County
Board of Commissioners on
12-15-16 by Board Order
16-500

EXHIBIT A
STATEMENT of WORK and DELIVERY SCHEDULE
for
2E-15
Yamhill County Transit Area
Transit Development Plan

<u>Agency Project Manager (APM)</u>		<u>Consultant Project Manager</u>	
Name:	Naomi Zwerdling	Name:	Bob Shulte
Address:	ODOT Region 2 455 Airport Road SE, Bldg. B Salem, OR 97301	Address:	DKS Associates 720 SW Washington Street, Suite 500
Phone:	503-986-2836	Phone:	Portland, OR 97205
Fax:	503-986-2840	Fax:	503-243-3500
Email:	Naomi.ZWERDLING@odot.state.or.us	Email:	503-243-1934 rjs@dksassociates.com
<u>COUNTY's Project Manager</u>			
Name:	Cynthia Thompson		
Address:	Yamhill County Transit Area 535 NE Fifth Street McMinnville, OR 97128		
Phone:	503-474-4910		
Fax:	503-474-4908		
Email:	thompsonc@co.yamhill.or.us		

Definitions

Agency or ODOT	Oregon Department of Transportation
APM	Agency Project Manager
PAC	Project Advisory Committee
PMT	Project Management Team
Project	Yamhill County Transit Area Transit Development Plan project
TDP	Transit Development Plan
TSP	Transportation System Plan
YCTA	Yamhill County Transit Area

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency is contracting with Consultant for Services in connection with the following project (the "Project"):

Project Purpose and Transportation Relationship and Benefit

The purpose of the Yamhill County Transit Area Transit Development Plan project (“Project”) is to provide strategic guidance to the Yamhill County Transit Area (“YCTA”) for the provision of a sustainable and innovative transit system in a county that serves urban and rural users over the 20-year planning period. The Project will examine how existing urban and outlying rural services can be improved and better integrated and coordinated to meet the needs expected from future regional growth and tourism. The Transit Development Plan (“TDP”) will serve as the basis for the transit element of transportation system plans (“TSPs”) adopted by local jurisdictions within YCTA’s service area.

Study Area

The Study Area includes all areas within which YCTA provides its levels and types of service (see Figure 1). YCTA provides the majority of its transit services within Yamhill County. This includes intra-city service within McMinnville and Newberg, inter-city link routes, Dial-a-Ride service, and Volunteer Medical Transportation.

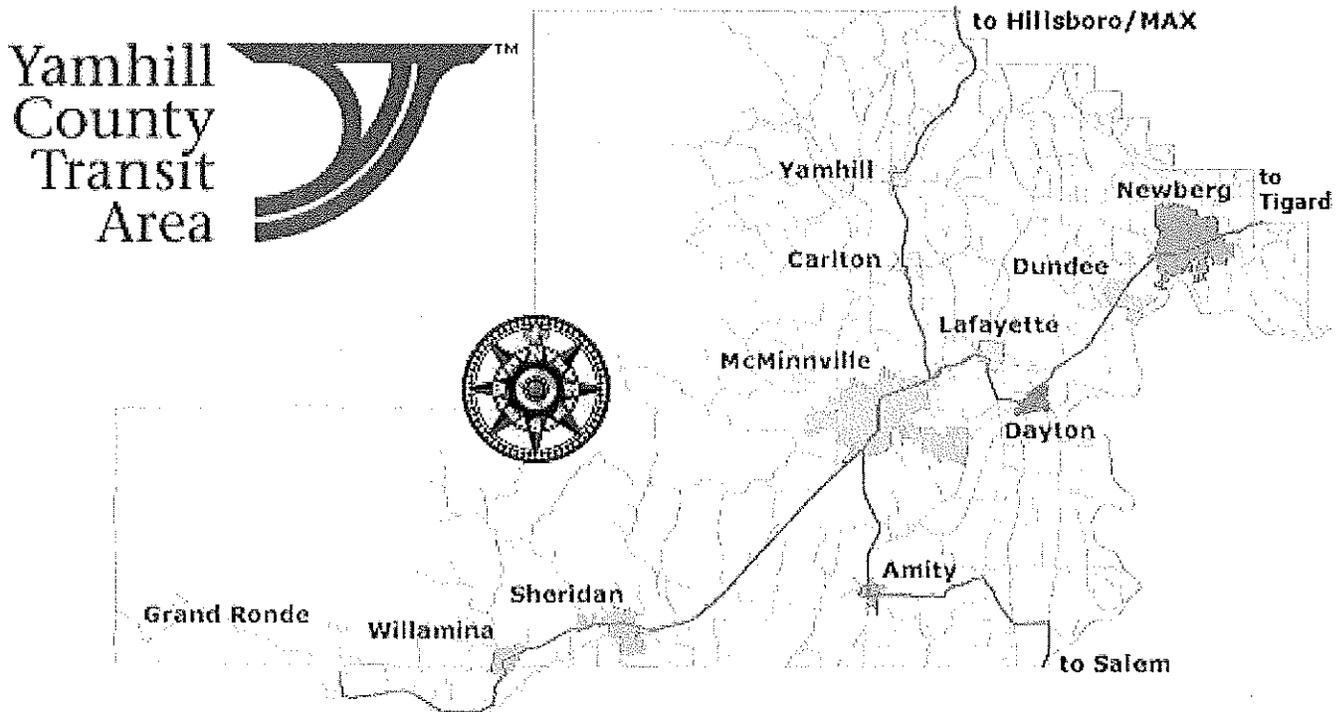


Figure 1: YCTA's Service Area

Background

YCTA is a relatively new system under the jurisdiction of Yamhill County. The service existed and was provided by two non-profits for a number of years. Yamhill County took on the role as governing body and hired a service provider (First Transit) in 2012. YCTA recently completed the construction of a new transit center in downtown McMinnville.

YCTA is in the process of updating plans required by the Oregon Department of Transportation ("ODOT") and the Federal Transit Administration that include the Americans with Disabilities Act, Civil Rights, Fleet & Facility Maintenance plans, and Coordinated Human Services and Transportation plan. These updates do not align with the timeline of the Project; however, any pertinent information from these plans will inform and be incorporated into the proposed TDP.

Since taking on the provision of public transportation services throughout Yamhill County, YCTA leadership recognized the need for a transit vision and a long range, comprehensive transit development plan. There is a need for a plan that incorporates the

plans of the cities, urban growth projections, rural user needs and an overall vision for the future of transit in Yamhill County.

The transit system has become a crucial part of everyday life for many residents of Yamhill County and influences how people move from point A to point B. Relying less on single occupant personal vehicles and more on a growing multi-modal transit system, travelers can customize their experience to meet their everyday needs. However, without a cohesive and innovative approach that takes into consideration the development of the county transit system as a whole, resources will be used inefficiently and critical needs overlooked. A plan that lays out transit development across the county and identifies sources of funding to be pursued will help ensure the plan's actions are fulfilled.

Project Objectives

The Project Objectives are to develop a TDP that will address the following:

- Expansion or reorganization of existing services to better integrate public transportation services throughout the Study Area;
- Identify and build support for transit-supportive land uses through a coordinated and cooperative process with Study Area communities as part of the existing and future transit corridors planning process;
- Enhancement of transit connections to the transit services of YCTA's partners and Northwest Oregon Transit Alliance so that residents, employees and out-of-area visitors can travel seamlessly throughout the northwest region of Oregon;
- Promote the full range of transportation options in the region, including car-sharing, vanpooling, biking, walking, and use of public transit; and
- Preservation of the function of state highways by expanding regional public transit availability and reducing the number of single occupant vehicles on the road.

Public Involvement Approach

Public involvement must allow residents and business owners an opportunity to provide input into the planning process. YCTA and Consultant shall consider environmental justice issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Fair treatment means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. Meaningful involvement means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and

health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers will seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation in accordance with the 1964 Civil Rights Act, Title VI. YCTA and Consultant shall use ODOT's Title VI (1964 Civil Rights Act) guidance to formulate public involvement strategies and report public outreach efforts. YCTA shall prepare materials in Spanish as specified within scope tasks. The primary Spanish scope tasks include Spanish version Customer Surveys and basic project information and announcements on the project web page. YCTA shall provide live Spanish translation services for outreach efforts and open houses if needed.

The public involvement process is paramount in the Study Area since community, local and county government, and business owner support is key in the successful adoption of the TDP. The study will include a strategy to encourage public involvement utilizing stakeholder interviews, outreach events, surveys, project web page, Project Advisory Committee ("PAC") meetings, Board of Commissioners work sessions and the public hearing process.

Consultant and YCTA will perform up to two Outreach Efforts. Outreach Efforts events are intended to identify existing regional transit service and identify transit system needs, including those for special populations, such as seniors and persons with disabilities. Consultant shall prepare materials, including a means to record comments, and develop a strategy and schedule to coordinate Consultant and YCTA attendance. Outreach locations will be identified by YCTA. Locations will ensure that Title VI and environmental justice populations are being reached and are expected to include area gathering places and events, such as farmers markets, school events, grocery stores, and shopping centers. Only one Consultant staff is required to attend each Outreach Effort event. Each event is expected to be approximately two hours in duration, and events must be scheduled logistically to require no more than one Consultant trip per event.

Consultant shall prepare a summary of comments received from Outreach Efforts events and YCTA shall incorporate the results into interim and final Title VI reports.

Expectations about Meetings

YCTA shall organize all meetings including providing meeting space, notice, reproduction and distribution of announcements, agendas and meeting materials, and postage and mailing or e-mailing.

YCTA shall organize all public events, including providing meeting space, required legal notice, reproduction and distribution of announcements and informational written materials, and postage and mailing or e-mailing.

YCTA shall organize all YCTA Board of Commissioners meetings including providing meeting space, required legal notice, agendas and staff reports, reproduction and distribution of announcements and meeting materials, postage and mailing or e-mailing, and minutes.

Consultant shall prepare agendas for all meetings and public involvement events other than YCTA Board of Commissioners meetings and publish materials on the Project Web Page. Consultant shall prepare meeting and presentation materials appropriate to the space, expected number of attendees, and purpose.

Expectations about Written and Graphic Deliverables

Text: All written deliverables must be substantially complete in draft version, need minimal editing, and include the project name, a title that refers to the contract deliverable, draft number, subtask number and date of preparation. Consultant shall provide electronic copies of text deliverables, unless otherwise specified. Electronic versions must include both pdf and an editable text format acceptable to YCTA and Agency Project Manager (“APM”).

The TDP must be written concisely and use a simple and direct style, both to minimize the length of the final documents and to make them understandable to as large an audience as is reasonable. Written deliverables should make limited use of passive voice to increase readability for a wide range of reader abilities. Where possible, information must be presented in tabular or graphic format, with a simple and concise accompanying narrative (e.g. system inventories, demographic factors, funding sources).

Maps and Graphics: Consultant shall provide map and graphic deliverables in electronic format to YCTA and APM, unless otherwise specified. Final versions of maps and graphics must be provided as jpegs and pdfs; drafts may be provided as pdfs only. Maps must include details necessary to ensure usability, including but not limited to city limits, Urban Growth Boundary, street names, relevant environmental and cultural features, legend, and date. Maps must be at a scale that is legible and in proportion for the intended purpose, as determined by APM.

Geographic Information System Deliverables: Consultant shall provide Geographic Information System deliverables in an ESRI shapefile format to YCTA and APM.

Adoption ready: Consultant shall prepare the final TDP as a policy statement of YCTA and must not include language such as “it is recommended...” or “Transit District should...” The final TDP must enable full integration with existing YCTA documents.

Consultant shall ensure that any work products produced pursuant to this contract include the following statement:

This Project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America’s Surface Transportation Act (“FAST Act”), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

In the final TDP, headers and footers, graphics, etc. must not include Consultant names and logos, Transportation and Growth Management Program or ODOT logos or project codes, etc. These items must only be on the acknowledgement page.

Distribution of Deliverables: Unless otherwise stated in the tasks, Consultant shall distribute draft deliverables electronically to YCTA and APM. Consultant shall allow a minimum of one week for deliverable review.

All draft deliverables include one round of Consultant revisions to respond to YCTA and APM comments prior to wider distribution.

Consultant shall distribute revised draft deliverables electronically to YCTA one week prior to PAC meetings or other public involvement events.

Following PAC Meetings and public involvement events, Consultant shall prepare final versions of deliverables to respond to comments and distribute them electronically to YCTA and APM. In all cases, Consultant shall incorporate comments and recommendations or explain why they were not included.

YCTA shall provide consolidated YCTA written review comments to Consultant on all Consultant deliverables.

TASKS, DELIVERABLES and SCHEDULE

Task 1 Project Management

Subtasks

- 1.1 Project Schedule – Consultant shall prepare the Project Schedule which includes the subtask name, deliverable, start date of the deliverable and end or due date of the deliverable. Consultant shall distribute Project Schedule to YCTA and APM for review and approval.
- 1.2 PMT Conference Calls – The Project Management Team (“PMT”) includes the APM, YCTA, Consultant, ODOT Region 2 Transit Coordinator, and others as identified by YCTA or APM. The purpose of the PMT is to coordinate the Project and guide project management decisions. The Consultant shall schedule and lead the PMT conference calls. The PMT is expected to meet via conference call on an as-needed basis for a total of up to 10 throughout the project. PMT Conference Calls are anticipated to be one hour. In addition, certain in-person PMT meetings are specified within the individual tasks in the WOC.
- 1.3 Monthly Progress Reports –Project management duration is 18 months or until completion of all services required by this WOC, whichever is shorter. Consultant shall provide monthly progress reports (up to 18) that include update on the status of deliverables, upcoming work and identify scope, budget or schedule issues. Consultant shall update the Project Schedule and distribute updated Project Schedule to YCTA and APM for approval throughout the project.

YCTA Deliverables

- 1.A Review Project Schedule and provide comments (Subtask 1.1)
- 1.B PMT Conference Calls (Subtask 1.2)

Consultant Deliverables

- 1.A Project Schedule
- 1.B PMT Conference Calls
- 1.C Monthly Progress Reports

Task 2 Project Initiation and Existing Conditions

Subtasks

- 2.1 Background Information – YCTA shall provide to Consultant available Background Information, consisting of YCTA, local, regional, and state policy and regulatory documents and existing data, including but not limited to the following:

- a) Public Transportation Needs Assessment (2000), Yamhill County Coordinated Human Services Public Transportation Plan (2007), Yamhill County TSP (2015), and other YCTA background documents;
- b) Comprehensive Plans, cities' TSPs, Bicycle and Pedestrian Plans, Transportation Planning Rule benchmarks, urban growth boundary expansion-related plans, Economic Opportunity Analysis, buildable lands inventories and major activity centers (employment, retail, medical, business and residential), and any other key future land development studies and plans, including existing population and employment density maps, population, employment, and household forecasts, and demographics for the communities within the Study Area;
- c) Comprehensive plans, TSPs, urban growth boundary expansion-related plans, and any other key future land development studies and plans for targeted communities outside of the Study Area as determined by YCTA;
- d) Service data – current year and historical data including number of routes, monthly service miles and service hours, monthly passengers by route and run, number of passengers per service hour/service mile, boardings and alightings by stop (one week sample data from summer and non-summer month), and limitations;
- e) YCTA budget resources and requirements information;
- f) Transit capital assets inventory (fleet, vehicle utilization, bus stops/shelters, operations and maintenance);
- g) Information about existing, planned, and informal park-and-ride facilities;
- h) Transit surveys and information related to the users of the existing service such as the latest on-board surveys;
- i) Per-unit costs for the purposes of developing cost estimates; and
- j) Geographic Information System layers of transit routes, streets, and city boundaries from the Mid-Willamette Valley Council of Governments.

ODOT will provide to Consultant the Rural National Transit Database data for 2010 and later reported by ODOT to the Federal Transit Administration for YCTA and other transit agencies for peer comparison.

The Consultant shall review the background data and documents and summarize the missing information. The Consultant shall provide the summary of missing information to YCTA and APM.

- 2.2 PMT and PAC Rosters – YCTA shall organize PMT and prepare PMT roster. The PMT must include APM, YCTA, Consultant, ODOT Region 2 Transit Coordinator, and others as identified by YCTA or APM. The purpose of the PMT is to coordinate the Project and guide project management decisions.

YCTA shall organize PAC and prepare PAC Roster containing member names and contact information. PAC is expected to review and comment on deliverables and provide technical and policy advice according to member expertise. YCTA shall solicit PAC members to include, but not be limited to, representatives from the following:

- a) YCTA's Board of Commissioners
- b) Yamhill County staff (Planning, Parks & Recreation, Public Works, Corrections, Health and Human Services)
- c) Commuters
- d) McMinnville Chamber of Commerce
- e) Newberg Chamber of Commerce
- f) Other Study Area Chambers of Commerce
- g) Yamhill County School District
- h) College Representatives (Chemeketa Community College, Portland Community College, Linfield College and George Fox University)
- i) Transit non-users
- j) Families (parent travelling with children)
- k) Transit-dependent users or advocates (transportation-disadvantaged as per federal definition)
- l) Disabled users or advocates
- m) Hospital or Health Care community
- n) Housing Authority of Yamhill County
- o) ODOT Region 2
- p) Cities within the Study Area (Newberg, Dundee, Lafayette, Dayton, McMinnville, Carlton, Yamhill, Amity, Sheridan, Willamina, Grand Ronde, Fort Hill and Yamhill County unincorporated communities)
- q) Representatives from Transit providers that connect or have the potential to connect with YCTA (TriMet, Cherriots, CARTS, SMART, Members of the Northwest Oregon Connector Alliance, including Tillamook County Transportation District, Lincoln County Transportation Service District, First Transit, and private providers such as taxi-cabs companies and non-profit providers)
- r) Confederated Tribes of Siletz Indians and Confederated Tribes of the Grand Ronde Community of Oregon
- s) Unidos Bridging Community Organization
- t) Yamhill County Special Transportation Fund Committee

2.3 PMT Meeting #1 and Refined Project Schedule – YCTA shall organize and Consultant shall lead in person PMT Meeting #1 to review Project tasks,

responsibilities and deliverables. PMT shall review examples of customer and operator survey instruments from previous Consultant projects, focus group objectives, community survey objectives, project website objectives, draft project schedule, and discuss issues related to preparing upcoming deliverables. YCTA shall prepare a decision log documenting decisions made during the PMT meeting, notes on the decisions, and next steps and provide the log to APM and Consultant.

Consultant shall prepare a Refined Project Schedule showing the duration of work tasks and subtasks and dependencies between work tasks and provide this electronically to APM and YCTA after the meeting.

- 2.4 Project Web Page –Consultant and YCTA shall agree on the layout of the Project Web Page within two weeks of PMT Meeting #1. YCTA shall develop a Project Web Page and Consultant shall post project materials. Consultant shall develop initial materials which include a Project overview, Project objectives, Refined Project Schedule, a list of Project deliverables, and YCTA contact information. Consultant shall additionally provide a project description and dates and locations of any public meetings. YCTA will provide Consultant with a Spanish speaking contact to be posted on the Web Page for questions or to request Spanish translation services at a meeting.
- 2.5 On-Board Customer Survey #1 – Consultant shall prepare questionnaire for On-Board Customer Survey #1 to solicit information on trip and customer characteristics (e.g., trip purpose, origin - destination, transit trip frequency, rider age, income, and car ownership) and system needs (e.g., perception of service and suggestions for service enhancements) in on-board, paper and web-based formats. YCTA shall translate the final On-Board Customer questionnaire into Spanish.

YCTA shall administer On-Board Customer Survey for one full weekday and one full weekend day for each route. YCTA shall complete data entry for the completed On-Board Customer Survey forms using an electronic data entry template provided by the Consultant. YCTA shall be responsible for editing and cleaning the data for the On-Board Customer Survey. Survey must be conducted early in Task 2 so that results can be used for the analysis of transit markets.

The On-Board Survey effort must also be used to collect boarding and alighting data for a sample day on each route. Consultant shall prepare a YCTA-specific boarding and alighting data collection form and YCTA shall administer the collection of stop-level data in conjunction with the On-Board Survey. YCTA shall enter the data into a data collection form created by the Consultant.

Consultant shall process the results for use in Draft Memo #2: Existing Conditions.

2.6 Focus Groups – Consultant shall hold four Focus Group discussions with stakeholders representing the following:

- a) Private and public schools
- b) Chemeketa Community College
- c) Portland Community College
- d) Linfield College
- e) George Fox University
- f) Leadership Newberg Chehalem Valley Group
- g) City and Yamhill County Administrators
- h) City and Yamhill County Board of Commissioners members
- i) Employers
- j) Community groups
- k) Latinos - Unidos Bridging Community Organization
- l) Confederated Tribes of Siletz Indians and Confederated Tribes of the Grand Ronde Community of Oregon
- m) People with disabilities
- n) Senior citizens,
- o) Students
- p) Business leaders
- q) Other transit providers

The Consultant shall hold Focus Groups in locations as suggested by YCTA to introduce the Project and solicit comments about how well existing transit services address their needs and ideas they have for future or improved services. The Focus Group discussions must be conducted early in Task 2 so that the results can be used for identifying unmet transit needs. YCTA shall schedule meeting times, contact participants, and arrange logistics for all Focus Group discussions. The discussions must be scheduled to require no more than two Consultant trips. YCTA shall attend the Focus Group discussions with the Consultant and assist in note-taking. YCTA shall provide written minutes for each Focus Group discussion and provide to PMT. No more than one Consultant staff member is required to attend each Focus Group discussion.

2.7 Operator Survey – Consultant shall prepare an Operator Survey questionnaire to be administered via in-person interviews with transit vehicle operators. It must include questions about impressions of overall YCTA service, areas for improvement, and priorities for service and facility enhancements. A draft

questionnaire must be reviewed by PMT, with comments incorporated in a final questionnaire. Consultant shall summarize results of survey in Draft Memo #2: Existing Conditions.

- 2.8 Outreach Effort #1 – Consultant and YCTA shall perform Outreach Effort #1 consistent with the Public Outreach Approach and the plans discussed in PMT Meeting #1. The purpose of the outreach is to obtain input on YCTA goals, existing transit system needs, and potential transit service and facility improvements. The outreach must be conducted through four in-person events to be held over a consecutive two-day period and online information gathering on the project website. The online information gathering must take place during the in-person event period and remain available for no fewer than 10 days. Two Consultant staff shall attend the events.

Consultant shall prepare a summary of comments received from Outreach Effort #1 for review and comment by YCTA and APM. Consultant shall provide a revised summary as part of Draft Memo #1: Goals and Objectives and Draft Memo #2: Existing Conditions.

- 2.9 Draft and Revised Draft Memo #1: Goals and Objectives– Consultant shall review the plans identified in Subtask 2.1 and input received in PMT Meeting #1 and Outreach Effort #1 to identify goals and objectives that may impact the provision of transit services in the Study Area. The Goals and Objectives must include directives that guide or support the delivery of public transportation service (e.g. development code in support of transit). Consultant shall prepare Draft Memo #1 to summarize the findings of the plan review and identifying the current set of community goals related to transit. Draft Memo #1 must contain performance measures and benchmarks linked to the goals and objectives that will be used for the evaluation of existing transit system performance, selecting preferred transportation solutions, and defining on-going performance monitoring policies and practices. YCTA and APM shall review and provide written comments on Draft Memo #1. Consultant shall respond to comments and prepare Revised Draft Memo #1 for use at PAC Meeting #1.

- 2.10 PAC Meeting #1 – YCTA shall organize and Consultant shall lead PAC Meeting #1 to introduce the Project, discuss project objectives, and solicit PAC feedback on Revised Draft Memo #1. Consultant shall facilitate a workshop using a “planning game” exercise and the Remix transit planning tool to help identify committee values and goals. Remix software allows planners to draw new transit routes on a map and receive data such as cost and population in real time. The aim is to combine the functions of separate tools like Google Maps, ArcGIS, and Excel

into one platform. YCTA shall prepare a meeting summary and provide to APM and Consultant.

2.11 Draft and Revised Draft Memo #2: Existing Conditions – Consultant shall prepare Draft Memo #2 that documents the following:

- Nature and extent of YCTA and non-YCTA-provided transit services in Yamhill County and adjacent counties;
- Strengths and limitations of YCTA and non-YCTA-provided transit service relative to community goals and industry and peer performance levels;
- Vehicle profiles;
- Defines and identifies existing transit markets (e.g., geographic, demographic, trip type); and
- Assesses unmet inter-city and intra-city existing transit markets in urban and rural areas for the general population and for special populations such as seniors, disabled, youths, veterans, and others who may be transportation-disadvantaged.

This analysis is limited to information that is readily available, including the data provided by YCTA in the Background Information and the following additional information that the Consultant shall gather:

- a) Demographic information, including information that identifies transportation-disadvantaged populations and their unmet transportation needs. Consultant shall derive quantitative data to the extent available from census and American Household Survey data, the Oregon Household Activity Survey, and the 2010 statewide synthetic population developed by ODOT to identify potential markets by characteristics such as income, auto ownership, age and ethnicity. Qualitative information on Title VI populations will be derived from YCTA's Title VI Plan and Focus Group results;
- b) Base year data related to defined transit market characteristics, including transit trip origin-destination data;
- c) YCTA records identifying existing available resources, to determine how the current fare structure is supporting the existing transit system;
- d) Available supporting data for performance measures related to YCTA goals;
- e) Information on the current use of transit technology;
- f) Information on existing fare policy;

- g) Information on YCTA's cost allocation strategy and peer comparison, including a review and recommendations by Consultant on YCTA's current cost allocations; and
- h) Results of the On-Board Customer Survey #1, Focus Group Discussions, and Operator Survey.

Consultant shall prepare a memo outline identifying the structure and content of Draft Memo #2, prior to developing Draft Memo #2, which will be reviewed and approved by the PMT before the Consultant can proceed.

Information in Draft Memo #2 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

YCTA and APM shall review and provide written comments on Draft Memo #2. Consultant shall respond to comments and prepare Revised Draft Memo #2 for use at PAC Meeting #2.

- 2.12 Final Memo #1: Goals and Objectives – Consultant shall update Revised Draft Memo #1 to incorporate comments from PAC Meeting #1.
- 2.13 Interim Title VI Report – YCTA shall prepare and submit to APM an Interim Title VI Report, based on public involvement to date, to document the project process and outreach for all income, race, gender, and age groups.

YCTA Deliverables

- 2.A Background Information (Subtask 2.1)
- 2.B PMT and PAC Rosters (Subtask 2.2)
- 2.C PMT Meeting #1 (Subtask 2.3)
- 2.D Project Web Page (Subtask 2.4)
- 2.E Spanish version of On-Board Survey Questionnaire (Subtask 2.5)
- 2.F On-Board Customer Survey #1 (Subtask 2.5)
- 2.G Focus Groups (Subtask 2.6)
- 2.H Outreach Effort #1 (Subtask 2.8)
- 2.I Draft Memo #1 review and comment (Subtask 2.9)
- 2.J PAC Meeting #1 (Subtask 2.10)
- 2.K Draft Memo #2 review and comment (Subtask 2.11)
- 2.L Interim Title VI Report (Subtask 2.13)

Consultant Deliverables

- 2.A Background Information Summary (Subtask 2.1)

- 2.B PMT Meeting #1 and Refined Project Schedule (Subtask 2.3)
- 2.C Project Web Page (Subtask 2.4)
- 2.D On-Board Customer Survey #1 (Subtask 2.5)
- 2.E Focus Groups (Subtask 2.6)
- 2.F Operator Survey (Subtask 2.7)
- 2.G Outreach Effort #1 (Subtask 2.8)
- 2.H Draft and Revised Draft Memo #1 (Subtask 2.9)
- 2.I PAC Meeting #1 (Subtask 2.10)
- 2.J Draft and Revised Draft Memo #2 (Subtask 2.11)
- 2.K Final Memo #1 (Subtask 2.12)

Task 3 Land Use Impacts and Future Transportation Needs

Subtasks

- 3.1 Potential Transit Service Areas – Consultant shall identify up to six Potential Service Areas within the Study Area for future transit service based on future transit needs within the Study Area. Consultant shall take the following actions to determine the future transit needs:
 - Use adopted comprehensive plans of jurisdictions within the Study Area to determine locations of potential increases in transit ridership demand;
 - Consider the locations of housing, employment centers, commercial services, and other key destinations, available information from ODOT, population forecasts, trends in housing and employment, buildable lands inventories, and planned development of major transportation corridors within Study Area communities; and
 - Incorporate the Yamhill County TSP travel demand forecasts to identify changes in trip activity.

- 3.2 Transit Costs – Consultant shall examine the potential order-of-magnitude costs for the Potential Transit Service Areas. These costs must be the basis of the work in Tasks 4 to identify and evaluate future service opportunities and funding. Consultant shall develop a methodological approach to cost estimates with YCTA, seeking prior approval before estimating any costs. The agreed-upon methodology must be documented in Draft Memo #3: Planning Framework or as an appendix to Draft Memo #3.

YCTA Deliverables

None

Consultant Deliverables

3.A Potential Transit Service Areas (Subtask 3.1)

3.B Transit Costs (Subtask 3.2)

Task 4 Financial Analysis

Subtasks

Consultant shall identify the potential for increased transit revenues based on increased ridership, property tax income, and other potential revenue sources. Consultant shall use the findings of the analysis to determine the level of additional transit service that is financially feasible.

4.1 Future Funding Scenarios - Consultant shall work with YCTA to identify up to six funding scenarios, including a funding reduction scenario if appropriate, that will be used to constrain the solution strategies in Task 6.

YCTA Deliverables

None

Consultant Deliverables

4.A Future Funding Scenarios (Subtask 4.1)

Task 5 Planning Framework

Subtasks

5.1 Draft and Revised Draft Memo #3: Planning Framework – Consultant shall develop Draft and Revised Draft Memo #3 that establish a planning framework to prioritize the future service opportunities. The planning framework must be tied to YCTA goals and be used to aid decision-making. The Draft and Revised Draft Memo #3 must summarize the results of Tasks 3 and 4 and must identify evaluation criteria for use in Task 6, which must include categories such as connections to land uses, transit markets served, access for the transportation disadvantaged, potential ridership, and other categories as determined by PMT.

YCTA and APM shall review and provide written comments on Draft Memo #3. Consultant shall respond to comments and prepare Revised Draft Memo #3 for use at PAC Meeting #2.

5.2 PMT Meeting #2 – YCTA shall organize and Consultant shall lead PMT Meeting #2 via telephone to review and discuss issues related to Revised Draft Memos #2

and #3. YCTA shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #2. PMT Meeting # 2 will occur via telephone.

- 5.3 PAC Meeting #2 – YCTA shall organize and Consultant shall lead PAC Meeting #2 to solicit PAC comments on Revised Draft Memos #2 and #3.

Consultant shall provide agenda and meeting materials to YCTA one week in advance. YCTA shall prepare a meeting summary within one week after PAC Meeting #2.

- 5.4 Final Memo #2: Existing Conditions– Consultant shall update Revised Draft Memo #2 to incorporate PAC comments (as consolidated by YCTA).
- 5.5 Final Memo #3: Planning Framework– Consultant shall update Revised Draft Memo #3 to incorporate PAC comments (as consolidated by YCTA).
- 5.6 Project Web Page Update – Consultant shall post Tasks 2 - 5 materials, summarizing major findings from Final Memos #2 and #3.

YCTA Deliverables

- 5.A Draft Memo #3 review and comment (Subtask 5.1)
- 5.B PMT Meeting #2 and Decision Log (Subtask 5.2)
- 5.C PAC Meeting #2 (Subtask 5.3)
- 5.D PAC Meeting #2 Meeting Summary (Subtask 5.3)

Consultant Deliverables

- 5.A Draft and Revised Draft Memo #3 (Subtask 5.1)
- 5.B PMT Meeting #2 (Subtask 5.2)
- 5.C PAC Meeting #2 (Subtask 5.3)
- 5.D Final Memo #2 (Subtask 5.4)
- 5.E Final Memo #3 (Subtask 5.5)
- 5.F Project Web Page Update (Subtask 5.6)

Task 6 Solution Strategies

Subtasks

- 6.1 Draft and Revised Draft Memo #4: Future Solution Strategies – Consultant shall prepare Draft and Revised Draft Memo #4 that identify: 1) ways that YCTA can provide efficient, effective, safe and accessible transit service to communities

within the Study Area as conditions change; 2) a means for meeting community goals; 3) a set of short- and long-range scenarios to address alternative funding levels, including financially constrained and unconstrained alternatives; and 4) ways to improve coordination with other transit providers both within and adjacent to the Study Area. The high-level strategies developed in this subtask must identify potential service opportunities, both urban and rural, at a strategic or corridor level rather than the level of detailed route and stop information. Consultant shall take the following actions in preparing Draft Memo #4:

- a) Utilizing the evaluation criteria developed in Task 5, analyze each strategy's ability to meet community goals, greenhouse gas reduction targets, and cost constraints.
- b) Through discussions with other transit providers both within and adjacent to the Study Area, identify ways to provide service where gaps occur, eliminate service duplication, increase linkages between systems, coordinate schedules between systems, plan fare media that can be used across transit systems, and plan joint marketing of transit within the region. Consultant shall determine schedule coordination potential at a strategic level and not at the precise level of timing at stops.
- c) Assess cost of providing services with regard to projected revenue stream. Consultant shall utilize the funding scenarios identified in Task 4;
- d) Perform cost and benefit analysis that can be utilized to help justify funding opportunities;
- e) Propose possible service scenarios that identify the components of "best cases" that would achieve improved services; and
- f) Consultant shall evaluate future service opportunities and provide a draft prioritization list Using the evaluation criteria developed in Task 5.

Consultant shall provide more detailed information on recommended short-term operations and more conceptual information on long-term suggested strategies. Specifically, this task will provide:

- a) Short-term (one-to-three year time frame) system maps and conceptual operating plans;
- b) Long-term strategies describing service types, coverages, and levels-of-service;
- c) Order-of-magnitude operating and capital costs (rolling stock and transit facilities); and
- d) Itemization of supporting Transportation Demand Management, land use, and non-motorized transportation programs and investments.

Information in Draft Memo #4 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

YCTA and APM shall review and provide written comments on Draft Memo #4. Consultant shall respond to comments and prepare Revised Draft Memo #4 for use at PMT Meeting #3 and PAC Meeting #3.

6.2 PMT Meeting #3 – YCTA shall organize and Consultant shall lead PMT Meeting #3 to review and discuss Revised Draft Memo #4. YCTA shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #3. PMT Meeting # 3 must occur in-person.

6.3 PAC Meeting #3 – YCTA shall organize and Consultant shall lead PAC Meeting #3 to solicit PAC comments on Revised Memo #3 and Revised Draft Memo #4.

Consultant shall provide agenda and meeting materials to YCTA one week in advance of PAC Meeting #3. YCTA shall prepare a meeting summary within one week after PAC Meeting #3.

6.4 Outreach Effort #2 – Consultant and YCTA shall perform Outreach Effort #2 consistent with the Public Outreach Approach and the plans discussed in PAC Meeting #2. The purpose of the outreach is to obtain feedback on future transit solution strategies. The outreach must be conducted through four in-person events to be held over a consecutive two-day period and online information gathering on the project website. The online information gathering must take place during the in-person event period and remain available for no fewer than 10 days. Two Consultant staff must attend the events.

Consultant shall prepare a summary of comments received from Outreach Effort #2 for review and comment by YCTA and APM. Final Memo #4 must include a revised summary.

6.5 Final Memo #4: Future Solution Strategies – Consultant shall update Revised Draft Memo #4 to incorporate the comments from PAC Meeting #3 (as consolidated by YCTA) and comments from Outreach Effort #2.

6.6 Project Web Page Update – Consultant shall post Task 6 materials, summarizing major findings from Final Memo #4.

YCTA Deliverables

- 6.A Draft Memo #4 review and comment (Subtask 6.1)
- 6.B PMT Meeting #3(Subtask 6.2)
- 6.C PAC Meeting #3 (Subtask 6.3)
- 6.D Outreach Effort #2 (Subtask 6.4)

Consultant Deliverables

- 6.A Draft and Revised Draft Memo #4 (Subtask 6.1)
- 6.B PMT Meeting #3 (Subtask 6.2)
- 6.C PAC Meeting #3 (Subtask 6.3)
- 6.D Outreach Effort #2 (Subtask 6.4)
- 6.E Final Memo #4 (Subtask 6.5)
- 6.F Project Web Page Update (Subtask 6.6)

Task 7 Service Design and Supporting Programs

Subtasks

- 7.1 Draft and Revised Draft Memo #5: Service Design and Supporting Programs – Consultant shall prepare Draft and Revised Draft Memo #5 that recommend short-, medium-, and long-term service plans. Draft Memo #5 must include the evaluation of one short-term service scenario, to be defined with YCTA and APM. The short-term service scenario must be compared to current operations to demonstrate improvements in transit access, travel time, and level-of-service. To facilitate the implementation of service changes, Draft Memo #5 must outline an appropriate plan for supporting programs over the entire planning time frame. Specifically, Consultant shall provide:
- a) Short-term system maps and conceptual schedules;
 - b) Evaluation of short-term service scenario impacts;
 - c) Medium- and long-term service strategies;
 - d) Capital plan, including new and replacement vehicles, stop improvements, and required transit facility investments over the entire planning time frame;
 - e) Financial plan detailing expected revenues and expenses over the planning time frame;
 - f) Review of stop design and placement policies, including construction issues identified by YCTA and in Outreach;
 - g) Land use policies and procedures needed to support transit;
 - h) Monitoring program to track performance of future service opportunities; and
 - i) Bus stop design guidelines.

Consultant shall present information in Draft Memo #5 in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

YCTA and APM shall review and provide written comments on Draft Memo #5. Consultant shall respond to comments and prepare Revised Draft Memo #5 for use at PAC Meeting #4.

7.2 PMT Meeting #4 – YCTA shall organize and Consultant shall lead PMT Meeting #4 to review Revised Draft Memo #5. YCTA shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #4. PMT Meeting #4 must occur in-person.

7.3 PAC Meeting #4 – YCTA shall organize and Consultant shall lead PAC Meeting #4 to solicit PAC comments on Revised Draft Memo #5.

Consultant shall provide agenda and meeting materials to YCTA one week in advance. YCTA shall prepare a meeting summary within one week after PAC Meeting #4.

7.4 Final Memo #5: Service Design and Supporting Programs – Consultant shall update Revised Draft Memo #5 to incorporate the comments from PAC Meeting #4 (as consolidated by YCTA).

7.5 Project Web Page Update – Consultant shall post updated Task 7 materials, summarizing major findings from Final Memo #5.

YCTA Deliverables

7.A Draft Memo #5 review and comment (Subtask 7.1)

7.B PMT Meeting #4 (Subtask 7.2)

7.C PAC Meeting #4 (Subtask 7.3)

Consultant Deliverables

7.A Draft and Revised Draft Memo #5 (Subtask 7.1)

7.B PMT Meeting #4 (Subtask 7.2)

7.C PAC Meeting #4 (Subtask 7.3)

7.D Final Memo #5 (Subtask 7.4)

7.E Project Web Page Update (Subtask 7.5)

Task 8

Draft TDP

Subtasks

8.1 TDP Outline – Consultant shall prepare a TDP Outline, which may include items from the following list:

a) Chapter 1: Introduction

1. Setting for transportation, including demographic factors and recent operating history of YCTA transit services.
2. Analysis of lessons learned from previous service changes and previous plans.
3. Updated analysis of demand for transit services in the Study Area.
4. Review of funding sources that are available for public transit services.
5. Service, capital, institutional and management, and financial alternatives.
6. Recommended TDP to guide the management of services over the coming period.
7. List of subsequent steps to implement the TDP.

b) Chapter 2: Study Area Characteristics

1. Geography
 - a) Existing Land Use and Transportation System
 - b) Planned Land Use and Transportation System
2. Major Activity Centers
3. Economy and Employment
4. Population and Demographics
 - a) Historical
 - b) Projected
 - c) Transit Dependent Population
5. Means of Transportation to Work

c) Chapter 3: Background

1. History of YCTA
2. Organizational Structure
3. Summary of previous plans
4. Description of Services (Dial-a-ride, Deviated Route, and Intercity)
5. Current Fare Policy
6. Ridership (Dial-a-ride, Paratransit, Fixed Route, Intercity, and Special Services/Lift Assisted Boardings)
7. Financial Characteristics (Expenses, Revenues, and Cost Allocation Model)

8. Regional Coordination
 9. Additional YCTA Operating Characteristics (Onboard Passenger Survey, Boarding and Alighting Survey, and Schedule Adherence Survey)
 10. Additional Ridership Analysis
 11. Transit Capital Assets (Fleet, Vehicle Utilization, Bus Stops and Shelters, and Operations and Maintenance Facility)
 12. Other Transit Services
 13. Operating Effectiveness and Financial Efficiency Peer Comparison
 - a) Operating Effectiveness (Passengers/Revenue Hour)
 - b) Financial Efficiency (Cost/Revenue Hour)
 - c) Financial Effectiveness (Subsidy/Passenger Trips or Farebox Return Ratio)
 14. Performance Measure Analysis
- d) Chapter 4: Transit Demand
1. Total Demand by Mode
 2. Elderly and Disabled Demand
 3. General Public Non-Work Transit Demand
 4. Visitor Demand
 5. Local Ridership Demand
 6. Unmet Needs
- e) Chapter 5: Potential Financial Resources for YCTA and Cost/Benefit Analysis to Justify Funding Opportunities
1. Federal Transit Funding Sources
 2. State Transit Funding Sources
 3. Local Transit Funding Sources
- f) Chapter 6: Service Alternatives
1. Status Quo Service Alternative
 2. Service Improvement Alternatives
 3. Service Enhancement
 - a) Restructure Service
 - b) Expand Service to Underserved Areas
 - c) Improve Headways and Span of Service
 - d) Improve Connections
 4. Comparison of Service Alternatives
- g) Chapter 7: Capital Alternatives
1. Vehicle Alternatives

- a) Vehicle Types
- b) Fleet Size
- c) Fuel Types
- d) Low Floor
- e) Fleet expansion and replacement schedule
- 2. Facility Improvements
 - a) Transit Centers
 - b) Passenger Amenities
 - c) Pedestrian/Bicycle Facilities
- 3. Advanced Public Transportation System Technologies
 - a) Automatic Vehicle Locators
 - b) On Demand Dispatching
 - c) Customer Information
 - d) Security Cameras
- h) Chapter 8: Regional Coordination and Supporting Programs
 - 1. Regional Coordination
 - a) TriMet
 - b) Salem Keizer Transit (Cherriots)
 - c) Chemeketa Area Regional Transportation System (CARTS)
 - d) SMART
 - e) Non-Profits
 - f) Private Transportation Providers
 - g) Tillamook County Transportation District (TCTD)
 - h) Caravan Airport Shuttle
 - i) Valley Retriever
 - j) Confederated Tribes of the Grand Ronde
 - k) Northwest Oregon Connector Alliance (NWOTA)
 - 2. Marketing Alternatives
 - a) Ride Connection
 - 3. Changes to Fare Policy
 - a) Day Pass
 - 4. YCTA Jurisdictional Alternatives
 - 5. Stop Location Best Practices and Permitting
- i) Chapter 9: Land Use and TSPs
 - 1. County and City Land Use and TSPs
 - a) McMinnville
 - b) Newberg
 - c) Dundee
 - d) Lafayette

- e) Carlton
 - f) Yamhill
 - g) Amity
 - h) Dayton
 - i) Sheridan
 - j) Willamina
 - k) Unincorporated communities of Grande Ronde and Fort Hill
2. Best practices to increase transit coordination between YCTA, County and Cities and strengthen transit element of the TSPs
- j) Chapter 10: Transportation Development Plan
- 1. The vision of what transit service can become as developed in Task 6
 - 2. Updated transit goals, policies, and practices
 - 3. Updated transit benchmarks
 - 4. Prioritized TDP services, with the most urgent needs, based on performance measures and benchmarks from Task 2
 - 5. Capital Plan
 - 6. Advanced Public Transit Technology
 - 7. Transit Facilities
 - 8. Passenger Amenities
 - 9. Other Capital
 - 10. Institutional Management Plan
 - a) Marketing Plan
 - 11. Financial (Business) Plan
 - a) Funding & Cost Allocation Plan
 - 12. Implementation Plan to achieve the vision and cost/benefit analysis to help justify funding opportunities
 - a) Monitoring program to track performance of the implemented alternatives
- k) Appendices as agreed upon in PMT communications.
- 8.2 Draft TDP – Consultant shall prepare a Draft TDP, building on the work prepared in previous tasks and according to the TDP Outline. Draft TDP must include maps, charts, and other graphics as necessary to communicate key ideas. The Draft TDP must be a concise, user friendly document.
- 8.3 PMT Meeting #5 – YCTA shall organize and Consultant shall lead PMT Meeting #5 to discuss the Draft TDP. YCTA shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during the PMT meeting. PMT Meeting #5 will occur via telephone.

- 8.4 Revised Draft TDP – Consultant shall update the Draft TDP to respond to comments received at PMT Meeting #5. Consultant shall provide Revised Draft TDP to YCTA and APM.
- 8.5 Project Web Page Update – Consultant shall post Task 8 Web Page materials.

YCTA Deliverables

- 8.A PMT Meeting #5 (Subtask 8.3)

Consultant Deliverables

- 8.A TDP Outline (Subtask 8.1)
- 8.B Draft TDP (Subtask 8.2)
- 8.C PMT Meeting #5 (Subtask 8.3)
- 8.D Revised Draft TDP (Subtask 8.4)
- 8.E Project Web Page Update (Subtask 8.5)

Task 9 TDP Adoption

Subtasks

- 9.1 Joint Yamhill County Special Transportation Fund Committee and YCTA Board of Commissioners Work Session – YCTA shall schedule, notice and prepare agenda for a joint YCTA Board of Commissioners Work Session with the Yamhill County Special Transportation Fund Committee. Consultant shall attend work session to respond to questions. YCTA shall prepare meeting summary.
- 9.2 YCTA Board of Commissioners Adoption Hearing – YCTA shall schedule, notice, and conduct a public hearing to take testimony and consider adoption of the Revised Draft TDP. YCTA shall arrange for Public Comment Period, prepare and present staff report, and take Board of Commissioners meeting minutes.
- 9.3 Final TDP – Consultant shall prepare Final TDP, making revisions necessary as a result of the adoption process. Consultant shall provide two hard copies and two electronic copies (native format and pdf) to both YCTA and APM.
- 9.4 Final Title VI Report – YCTA shall prepare and submit to APM Final Title VI Report that builds on Task 2 Interim Title VI Report and documents Project process and outreach for all income, race, gender, and age groups for the entire Project.

YCTA Deliverables

- 9.A Joint Yamhill County Special Transportation Fund Committee and YCTA Board of Commissioners Work Session (Subtask 9.1)
- 9.B YCTA Board of Commissioners Adoption Hearing (Subtask 9.2)
- 9.C Final Title VI Report (Subtask 9.4)

Consultant Deliverables

- 9.A Joint Yamhill County Special Transportation Fund Committee and YCTA Board of Commissioners Work Session (Subtask 9.1)
- 9.B Final TDP (Subtask 9.3)

Task 10 Contingent Project Meetings

Subtasks

10.1 Contingent Board of Commissioners or Other Project Meetings: Consultant shall attend up to two Contingent Meetings. Each meeting must be pre-approved in writing by APM (e-mail acceptable). YCTA shall prepare an agenda for each meeting. YCTA shall facilitate, distribute information, advertise meetings if necessary and perform logistics. YCTA shall prepare summary of each meeting and send electronically to attendees.

YCTA Deliverables

- 10.A Contingent Board of Commissioners or Other Project Meetings (Subtask 10.1)

Consultant Deliverables

- 10.A Contingent Board of Commissioners or Other Project Meetings (Subtask 10.1)

SCHEDULE

Task # & Description	Project Schedule
Task 1: Project Management	Throughout Project Timeline
Task 2: Project Initiation and Existing Conditions	October 2016 – April 2017
Task 3: Land Use Impact and Future Transportation Needs	May– October 2017
Task 4: Financial Analysis	October– November 2017
Task 5: Planning Framework	October– November 2017
Task 6: Solution Strategies	September – December 2017
Task 7: Service Design and Supporting Programs	December 2017 – January 2018
Task 8: Draft TDP	January– March 2018

Task # & Description	Project Schedule
Task 9: TDP Adoption	April– July 2018
Task 10: Contingent Project Meetings	Throughout Project Timeline

Match Table

YCTA Personnel	Pay Rate/Hour	Hours	Total
Transit Manager	\$31.25	175	\$5,468.75
Bus Driver/Dispatch	\$15.00	50	\$750.00
Finance Manager	\$42.20	20	\$844.00
Grants & Special Projects Manager	\$20.00	40	\$800.00
Deputy County Administrator	\$48.39	19	\$919.41
Planning Staff	\$15.00	30	\$450.00
IT Staff	\$47.96	30	\$1,438.80
Volunteers	\$18.18*	50	\$909.00
Stated Value			\$11,579.96

*Oregon Average Hourly Wage for Yamhill County

CONSULTANT DELIVERABLE TABLE

Task and Deliverable		Total Fixed Amount Payable to Consultant Per Deliverable
Task 1 Project Management		\$10,800
1.A	Project Schedule	\$2,100
1.B	PMT Conference Calls (Up to 10 @ \$330 per call)	\$3,300
1.C	Monthly Progress Reports (Up to 18 @ \$300 per progress report)	\$5,400
Task 2 Project Initiation and Existing Conditions		\$70,270
2.A	Background Information	\$680
2.B	PMT Meeting #1 and Refined Project Schedule	\$3,700
2.C	Project Web Page	\$970
2.D	On-Board Customer Survey #1	\$7,120
2.E	Focus Groups	\$7,150

Task and Deliverable		Total Fixed Amount Payable to Consultant Per Deliverable
2.F	Operator Survey	\$2,280
2.G	Outreach Effort #1	\$11,150
2.H	Draft and Revised Memo #1	\$7,280
2.I	PAC Meeting #1	\$8,910
2.J	Draft and Revised Draft Memo #2	\$19,750
2.K	Final Memo #1	\$1,280
Task 3 Land Use Impacts and Future Transportation Needs		\$8,120
3.A	Potential Transit Service Areas	\$5,690
3.B	Transit Costs	\$2,430
Task 4 Financial Analysis		\$3,350
4.A	Future Funding Scenarios	\$3,350
Task 5 Planning Framework		\$17,230
5.A	Draft and Revised Draft Memo #3	\$6,520
5.B	PMT Meeting #2	\$1,500
5.C	PAC Meeting #2	\$3,800
5.D	Final Memo #2	\$3,910
5.E	Final Memo #3	\$1,150
5.F	Project Web Page Update	\$350
Task 6 Solution Strategies		\$39,790
6.A	Draft and Revised Draft Memo #4	\$18,590
6.B	PMT Meeting #3	\$2,020
6.C	PAC Meeting #3	\$3,990
6.D	Outreach Effort #2	\$12,550
6.E	Final Memo #4	\$2,290
6.F	Project Web Page Update	\$350
Task 7 Service Design and Supporting Programs		\$24,390
7.A	Draft and Revised Draft Memo #5	\$15,990
7.B	PMT Meeting #4	\$2,020
7.C	PAC Meeting #4	\$3,990
7.D	Final Memo #5	\$2,140

Task and Deliverable		Total Fixed Amount Payable to Consultant Per Deliverable
7.E	Project Web Page Update	\$250
Task 8 Draft TDP		\$16,650
8.A	TDP Outline	\$1,000
8.B	Draft TDP	\$11,630
8.C	PMT Meeting #5	\$980
8.D	Revised Draft TDP	\$2,940
8.E	Project Web Page Update	\$100
Task 9 TDP Adoption		\$2,760
9.A	Joint Yamhill County Special Transportation Fund Committee and YCTA Board of Commissioners Work Session	\$770
9.B	Final TDP	\$1,990
Total Non-Contingency Deliverables:		\$193,360
Task 10 Contingent Project Meetings		\$1,540
10.A	Contingent Board of Commissioners or Other Project Meetings	\$1,540
Total Contingency Deliverables:		\$1,540
Total:		\$194,900

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. **Information and Reports.** Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. **Incorporation of Provisions.** Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.**

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
Equipment \$250 - \$4,999
NOT ELIGIBLE
Employee Training, Excluding Travel
NOT ELIGIBLE
Training In-State Travel
NOT ELIGIBLE
CAPITOL OUTLAY
NOT ELIGIBLE

EXHIBIT E

Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

1. Federal Award Identification: 0000(240)
2. Grantee Name (which must match the name associated with 3 below): Yamhill County
3. Grantee's unique entity identifier (i.e. DUNS number): 062787684
4. Federal Award Identification Number (FAIN): 0000(240)
5. Federal Award Date: September 16, 2015
6. Period of Performance Start and End Date: From November 2016 to October 2018
7. Total Amount of Federal Funds Obligated by this Agreement: \$179,900

A. Total Amount of Federal Award: \$179,900

Federal award project description: 2015-17 Transportation and Growth Management

Program

Name of Federal awarding agency: FHWA

Contact information for awarding official: Linda Swan

Indirect cost rate: 10%

i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction

i.b. Amount: \$179,900

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a. CFDA Number and Name: _____

iii.b. Amount: _____

B. Total Amount of Federal Award: _____

Federal award project description: _____

Name of Federal awarding agency: _____

Contact information for awarding official: _____

Indirect cost rate: _____

i.a. CFDA Number and Name: _____

i.b. Amount: _____

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a. CFDA Number and Name: _____

iii.b. Amount: _____

C. Total Amount of Federal Award: _____

Federal award project description: _____

Name of Federal awarding agency: _____

Contact information for awarding official:

Indirect cost rate: _____
i.a. CFDA Number and Name: _____
i.b. Amount: _____
ii.a. CFDA Number and Name: _____
ii.b. Amount: _____
iii.a. CFDA Number and Name: _____
iii.b. Amount: _____

8. Total Amount of Federal Funds Obligated to Grantee: \$179,900

9. Is Award R&D? Yes No