

AMENDMENT NUMBER 1  
ODOT GRANT AGREEMENT NO. 30486  
Yamhill County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Yamhill County**, hereinafter referred to as **Recipient**, entered into an Agreement on **June 30, 2015**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to redistribute funds from preventive maintenance to project administration.

**Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."**

This Amendment 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 Amendment so executed shall constitute an original.

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

**SIGNATURE PAGE TO FOLLOW**

**Yamhill County**, by and through its

By [Signature]  
(Legally designated representative)

Name Stan Primozich, Chair  
(printed)

Date 6/8/17

By [Signature]

Name Mary Starrett  
(printed)

Date 6/8/17

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By [Signature]  
Recipient's Legal Counsel

Date 6/7/17

**Recipient Contact:**

Cynthia Thompson  
535 NE 5th St  
McMinnville, OR 97128  
1 (503) 474-4910  
thompsonc@co.yamhill.or.us

**State Contact:**

Jamey Dempster  
555 13th St. NE  
Salem, OR 97301-4179  
1 (503) 731-8563  
James.DEMPSTER@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By [Signature]  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date 13 June 2017

**APPROVAL RECOMMENDED**

By Arla Miller

Date 05/01/2017

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

Amendment changes to this Agreement are within the scope of the original or previously amended version; therefore, legal sufficiency review is exempt under OAR 137-045-0050(2).

Accepted by Yamhill County  
Board of Commissioners on  
6-8-17 by Board Order  
# 17-193

**Revised Exhibit A  
 Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 2015-17 Yamhill County 30486 Rural 5311 Program</b>				
<i>Project Administration          Operations          Preventive Maintenance</i>				
<b>Item #1: Project Admin.</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$307,459.00	\$275,883.00	\$31,576.00	Local
<b>Item #1: Operating Sliding Scale</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$2,082,470.00	\$1,167,849.00	\$914,621.00	Local
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$300,902.00	\$269,999.00	\$30,903.00	Local
<b>Sub Total</b>	\$2,690,831.00	\$1,713,731.00	\$977,100.00	
<b>Grand Total</b>	<b>\$2,690,831.00</b>	<b>\$1,713,731.00</b>	<b>\$977,100.00</b>	

• **1. PROJECT DESCRIPTION**

*Provide administration, operations and preventive maintenance funding for Recipient to support general public transportation. Public transportation service includes, but is not limited to service type, schedule, facilities, and fare policy. The public transportation services are available in Yamhill County, with connections to communities and public transportation services reaching Polk and Washington Counties.*

*Administration activities support the effective, efficient and safe delivery of public transportation services. The goal of administrative activities is to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.*

*Operations activities lead to the effective, efficient and safe delivery of public transportation services. The goal of operation activities is to provide planned and marketed transportation service as outlined in local service policy and procedures.*

*This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles. Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

**2. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*All tasks must be completed prior to the expiration date of this Agreement.*

*Recipient may not use grant-acquired assets to compete unfairly with the private sector.*

**I. Administration**

*Recipient shall provide program administration activities to ensure ongoing public transportation services in the service area. Administration activities include, but are not limited to vendor/contractor oversight, grant and financial management, training, internal and external program coordination, ensuring ongoing operating compliance, and marketing support.*

*Other administrative expenses may include and are not limited to: salaries and fringe of administrative staff; marketing; insurance premiums; office supplies; telecommunications; facilities and equipment rental; overhead; and the cost of administering drug and alcohol program, including testing. Administrative costs associated with coordination of transit services are eligible if the activity is part of a coordinated public transportation program or initiative.*

## *II. Operations*

*The public transportation service shall be designed to efficiently and effectively meet the target population's needs. The Recipient shall consult relevant staff, local governments, customers, and other affected community members to plan and deliver public transportation service.*

*Recipient shall coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.*

*Recipient shall market the services to the target users. Special needs transportation shall be made available to a variety of potential users, including the general public, on a space available basis.*

*Recipient may amend the public transportation service at any time in accordance with local demand, funding issues or other situation that requires service to be changed. Recipient shall inform State if there is a change in the service funded by this Agreement. Recipient shall follow appropriate public notice procedures to solicit feedback regarding service and/or fare changes.*

*Recipient is encouraged to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.*

## *III. Preventive Maintenance*

*Preventive maintenance expenses include activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor. A major component replacement (such as an engine or transmission), or a major rebuild or overhaul that keeps the asset within useful life or extends the useful life may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1D (Grant Management) Chapter IV.*

*Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project. Recipient must maintain policies, procedures and service manuals describing activities related to providing and maintaining public transportation services, including but not limited to preventive maintenance plan, procurement manual, and overall policies and procedures.*

## *3. PROJECT ACCOUNTING, MATCH and SPENDING PLAN*

*Operating expenses are those costs directly associated with system operations, including but not limited to: fuel; dispatch and driver salaries and fringe; licenses; facility maintenance; uniforms; communications equipment associated with operations.*

*Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as operating costs. Administrative and operating expenses incurred by a contractor are reimbursable as operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

*Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.*

*Recipient may not use passenger fares as match. Recipient shall subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service.*

*Program income that may be used as match for the Agreement include Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as match must be properly documented and reported to the State.*

#### *4.REPORTING and INVOICING REQUIREMENTS*

*Recipient shall provide project progress data and information in a report to State. Required reporting formats and instructions are available from the State. Recipient shall provide documentation and proof of reported data and information upon State's request.*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State.*

**Revised Exhibit B**  
**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$1,713,731.00</b>
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<b>Administered By</b> Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179
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