

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 31460
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 **March 16, 2017**. 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 revise the statement of work to change the vehicle category to A.

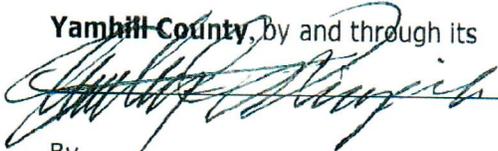
Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

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/State of Oregon
Agreement No. 31460

Yamhill County, by and through its

By _____
(Legally designated representative)

Name STAN PRIMORICH
(printed)

Date 12-14-17

By 

Name MARY STARRETT
(printed)

Date 12-14-17

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By 
Recipient's Legal Counsel

Date 12/14/17

Recipient Contact:

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

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301
1 (503) 986-3312
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

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

Date 21 Dec 2017

APPROVAL RECOMMENDED

By Arla Miller

Date 12/05/2017

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
12-14-17 by Board Order
17-504

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: 5339 Yamhill County 31460 Discretionary Capital				
Vehicle Replacement Category C (2)				
Vehicle Replacement Category A (1)				
Item #1: Bus 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$264,000.00	\$224,400.00	\$39,600.00	Local
Item #2: Bus STD 35ft				
	\$329,000.00	\$279,650.00	\$49,350.00	Local
Sub Total	\$593,000.00	\$504,050.00	\$88,950.00	
Grand Total	\$593,000.00	\$504,050.00	\$88,950.00	

● **1. PROJECT DESCRIPTION**

This Agreement provides funding to purchase passenger transportation vehicles to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies.

2. PROJECT DELIVERABLES, SCHEDULE and USE

Recipient shall purchase one transit vehicle as follows: useful life: 12 years and/or 500,000 miles; approximate length: 35-40 feet; estimated number of seats: 35-40; estimated number of ADA securement stations 2; fuel type: diesel.

Recipient shall purchase two transit vehicle as follows: useful life: 7 years and/or 200,000 miles; approximate length: 25-30 feet; estimated number of seats: 16-30; estimated number of ADA securement stations 2; fuel type: diesel.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

The following vehicles have been approved for replacement in this Agreement:

- VIN 1GBJ5V1919F402284 -- 2009 Chevy 5500 Eldorado -- OPTIS # V000806*
- VIN 1HVBTAAM96H325564 -- 2006 International 3200 Aerolight -- Not in OPTIS*
- VIN 1FD4E45P68DA39658 -- 2006 Ford E450 Eldorado --Not in OPTIS*

All purchases and installations must be completed prior to the expiration date of this Agreement.

Expected order date: September 1, 2016; expected delivery date: June 30, 2018.

If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, requests for proposals to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to selected vendor.

State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient shall not lease the vehicle(s) to another agency without the permission of State. Recipient shall request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must

request permission from State to release title for changes.

3. PROJECT ACCOUNTING and MATCH

Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicle. Licensing and other post-delivery expenses are not eligible for reimbursement.

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.

Recipients will provide match from eligible sources. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on vehicle(s) purchased under this agreement as long as the vehicle(s) remain in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement, pre-award and post-delivery certification forms which document compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.