

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 34342
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 **August 13, 2020**. 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 extend the Agreement period and revise Exhibit 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."

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2022** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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. 34342

Yamhill County, by and through its
Board of Commissioners

By [Signature]
(Legally designated representative)

Name Mary Starrett
(printed)

Date 8/26/21

By [Signature]

Name Cynthia Thompson
(printed)

Date 9-7-21

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By [Signature]
Recipient's Legal Counsel

Date 9/7/21

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 97301-4179
1 (503) 861-2798
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By [Signature]
Karyn Criswell
Public Transportation Division Administrator

Date 26 Aug 2021

APPROVAL RECOMMENDED

By Arla Miller

Date 08/04/2021

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
8/26/21 by Board Order
21-355A

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Yamhill County 34342				
<i>Vehicle Replacement</i>				
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$733,140.00	\$623,169.00	\$109,971.00	Local
Item #1: Bus STD 40ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$443,294.00	\$376,800.00	\$66,494.00	Local
Sub Total	\$1,176,434.00	\$999,969.00	\$176,465.00	
Grand Total	\$1,176,434.00	\$999,969.00	\$176,465.00	

1. PROJECT DESCRIPTION

Purchase 4 transit vehicles as follows: useful life - 7 years or 200,000 miles; approximate length - 25 to 30 feet; estimated number of seats - 16 to 30; estimated number of ADA securement stations: 1 to 2; fuel type - gasoline.

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

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

- 1. OPTIS No. V000963; 2010 Eldorado EZ Rider; 1N9MMA6L6AC084214.*
- 2. OPTIS No. V000973; 2010 Eldorado EZ Rider; 1N9MMA6LXAC084216.*
- 3. OPTIS No. V002243; 2006 Ford E450 Aerotech; 1FDXE45P16DA31915.*
- 4. OPTIS No. V001434; 2013 Ford E450 Aerotech; 1GB6G6BL0D1174199.*

Purchase 1 transit vehicle as follows: useful life - 12 years or 500,000 miles; approximate length - 35 foot or greater; estimated number of seats - 35 to 40; estimated number of ADA securement stations - 2; fuel type - diesel.

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

2. PROJECT DELIVERABLES, SCHEDULE and USE

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

*Expected order date: July 1, 2020.
 Expected delivery date: June 30, 2023.*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. 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 vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase a passenger transportation vehicles to be used 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. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must 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.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles 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 vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include State grant funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. 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 the vehicles purchased under this Agreement as long as the vehicles remains in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter, copies of all invoices associated with expenses identified for reimbursement, and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.