

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 34211
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 **July 2, 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 reallocate funding among projects, revise Exhibit A, and extend the Agreement period.

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 **May 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, 2021** (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 10 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 **May 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 10 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. 34211

Yamhill County, by and through its
Board of Commissioners

By [Signature]
(Legally designated representative)

Name Mary Starrett
(printed)

Date 9/30/21

By [Signature]

Name Cynthia Thompson
(printed)

Date 10-1-21

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By [Signature]
Recipient's Legal Counsel

Date 10/1/21

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 11-17-21

APPROVAL RECOMMENDED

By Arla Miller

Date 09/20/2021

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
9/30/21 by Board Order
21-397

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: CARES 5311 Formula Yamhill County 34211				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$38,533.00	\$38,533.00	\$0.00	
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$298,484.00	\$298,484.00	\$0.00	
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$476,006.00	\$476,006.00	\$0.00	
Sub Total	\$813,023.00	\$813,023.00	\$0.00	
Grand Total	\$813,023.00	\$813,023.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally-eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital purchases. There is no limit to the percentage of funds that may be used for any category of expense.

Specific eligible expenses under the CARES Act include operating costs to maintain service, lost revenue due to the COVID-19 public health emergency, purchase of personal protective equipment associated with response to the pandemic, administrative leave salaries for personnel, and cleaning and sanitizing equipment and supplies.

Ineligible expenses under the Section 5311 program may be reimbursed if an FTA waiver is obtained. Waiver requests are managed by State and results are posted on State's website. Waivers may be implemented during the Agreement period.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas)

for more information on eligible operating expenses.

Lost Revenue

Lost revenue is a reduction in contributions to the operational costs of a public transportation system and reductions in fees paid for use of a public transportation system due to service changes or fluctuations caused by response to the COVID 19 pandemic.

Personal Protective Equipment Expenses

Personal protective equipment includes equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers. Some items, such as respiratory devices, must meet industry requirements. Other items may be eligible with advance approval from State.

Administrative Leave Expenses

Administrative leave is an administratively-authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.

Preventive Maintenance Expenses

In general, preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of an asset in a cost effective manner such as oil changes, engine tune-ups, scheduled or routine maintenance; and associated parts, supplies, and labor. In the context of the COVID-19 public health emergency, preventive maintenance could include, but is not limited to, costs for protective measures to protect the health and safety of employees and passengers, such as cleaning of rolling stock. Personal protective equipment and other preventive measures are eligible as either a maintenance or operating expense, whichever is appropriate.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance or repairs on vehicles or components under warranty.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan. If local circumstances change, Recipient's maintenance plan must be updated to reflect that change and submitted to State within one year of the change.

Project Administration Expenses

Project administrative expenses include administrative staff salaries; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; telecommunications; and facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration if the activity is part of a coordinated public transportation program.

Contracted Services Expenses

Expenses under third-party contracts for operations or maintenance services incurred on or after January 20, 2020, including third-party contract employees providing such service who are placed on administrative leave due to reduced service, are eligible for reimbursement. Whether an FTA recipient is responsible for such administrative leave will depend on the terms of its third-party contract.

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient. Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit

Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Capital Expenses

Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.

Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. 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 will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service.

Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date. The Expiration Date may be extended if local circumstances change; however, there is no guarantee of an extension.

Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-

house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.