

1. Agenda (PDF)

Documents:

[030526\\_AGENDA.PDF](#)

2. Packet (PDF)

Documents:

[030526\\_PACKET.PDF](#)

# YAMHILL COUNTY BOARD OF COMMISSIONERS

## AGENDA

March 5, 2026

10:00 a.m.

Formal Session

Room 32, Courthouse

535 NE Fifth St.

<https://us06web.zoom.us/j/81867313185>

Webinar ID: 818 6731 3185

*Welcome! Thank you for attending today's meeting. Public participation is encouraged. If you wish to address the Commissioners on any item not on the agenda, you may do so as part of the public comment period at the beginning of the meeting. If you desire to speak on any item, please raise your hand to be recognized after the Chair announces the agenda item. Please fill out a public comment card to indicate your intent to speak. NEW – Public participation also includes the ability to attend Formal Session via Zoom. For attendees that are attending the meeting via Zoom, the Chair will ask if any Zoom attendees wish to provide public comment in same manner as provided above. At that time, attendees will be asked to use the "raise hand" function in Zoom and staff will unmute the participant. Meetings will also continue to be available for view via a live stream on the Commissioners' YouTube channel. Written public comments may be submitted via email at [bocinfo@yamhillcounty.gov](mailto:bocinfo@yamhillcounty.gov) by 5:00p.m. Wednesday.*

**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CALENDAR SESSION:** This time is reserved for the review of the commissioner's joint schedule (if needed).

**D. PUBLIC COMMENT:** This time period is reserved for public comment on any topic other than: 1) agenda items, 2) A quasi-judicial land use matter, or 3) a topic scheduled for public hearing. The Chair may limit the length of individual comments.

**E. DEPARTMENT UPDATES:**

**F. WORK SESSION:** This time is reserved for topics of discussion scheduled for the Commissioners in advance. If a work session is not needed, the balance of the meeting will begin at 10:00 a.m.

1. Work Session – None.

**G. CONSENT AGENDA:**

Surplus:

1. Approval for the Clerk's Office to declare outdated, obsolete technology as surplus and disposed of per specific vendor requirements and restrictions in accordance with Ordinance 499.

2. Approval for the Public Works Fleet Department to surplus vehicles through PublicSurplus.com per Ordinance 499.

## **H. OLD BUSINESS:**

1. Consideration of approval of a Board Order and findings in the matter of an application for an Outdoor Mass Gathering Permit by Katie Vinson (applicant); approving a Special Permit for the Wildwood Music Festival at 41100 Tindle Creek Rd., Willamina, OR on June 19, 20 and 21, 2026.

## **I. OTHER BUSINESS (Add-ons and non-consent items):**

1. Consideration of approval of Amendment #1 to the real estate lease between Yamhill County Health and Human Services and the Housing Authority of Yamhill County (B.O. 25-397) to increase rent amounts and extending terms retroactive to March 1, 2026 through February 28, 2027. Oracle #HHS240571GA.

2. Consideration of approval of Amendment #6 to Agreement #185833 between Yamhill County and the Oregon Health Authority for Public Health Services (B.O. 25-269) decreasing funding by \$3,350. Oracle #HHS250381GA.

3. Consideration of approval of Grant Agreement #35711 Amendment #2 between Yamhill County and Oregon Department of Transportation (ODOT) for four (4) category E-1 replacement vehicles increasing the total project cost from \$590,709 to \$676,693 and \$607,197 in grant funds. Oracle #TR26001GA.

4. Consideration of approval of Amendment #4 to an agreement between Yamhill County Transit and First Transit Inc. (BO 20-096) in the not to exceed amount of \$5,900,000 retroactive to January 1, 2026 through June 30, 2027. Oracle #TR26004GS.

## **J. PUBLIC HEARINGS:**

1. Docket # P-10-25: An appeal of the Planning Director's approval of a request to partition an approximately 37-acre property into two (2) parcels of approximately 2.0 (Parcel #1) and 35-acres (Parcel #2). This partition application is possible due to a "Measure 49" Final Order and Home Site Authorization, E122333, approved by the Oregon Department of Land Conservation and Development. This request involves a transfer of the development rights granted by Measure 49 Final Order E122333 from Tax Lot 3210-02400 to the subject Lot, 2323-02000 to facilitate the clustering of Measure 49 dwellings. Applicant: Del Boca Vista, LLC/Appellant: Robert S. Jinings. *[Continued from February 5, 2026 at the point of Staff Recommendation.]*

THE RECORDS FOR PUBLIC HEARINGS CAN BE FOUND AT:

<https://www.yamhillcounty.gov/1190/Public-Hearing-Notices>

## **K. ANNOUNCEMENTS:**

1. For information on county advisory committee vacancies, please refer to the county's website, <https://www.yamhillcounty.gov/765/Boards-and-Committees>, or call the Board of Commissioners' office at 503-434-7501 or 503-554-7801 (toll-free from Newberg).

2. For questions regarding accessibility or to request an accommodation contact the Board of Commissioners' office at (503)-434-7501 or (503)-554-7801 (toll-free from Newberg) or email at [bocinfo@yamhillcounty.gov](mailto:bocinfo@yamhillcounty.gov)

3. Electronic versions of all meeting agendas and meeting information packets can be found at the county's website: <https://www.yamhillcounty.gov/AgendaCenter>

DRAFT

# Agenda Item G1



**Keri Hinton**  
**Yamhill County Clerk**

414 NE Evans St.  
McMinnville, OR 97128  
(503) 434-7518 phone / (503) 434-7520 fax  
www.yamhillcounty.gov

**Business Licenses • Elections • Marriage Licenses • Passports • Property Value Appeals Board • Recording**

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**MEMORANDUM**

Date: February 25, 2026

To: Board of Commissioners

From: Keri Hinton, Yamhill County Clerk

Re: Request to declare county property as surplus

The Yamhill County Clerk's office is requesting approval to declare outdated, obsolete technology equipment as surplus in accordance with Ordinance 499. The equipment consists of scanners, printers, misc. computer parts, and obsolete computer systems. These items are no longer required for the business of this office and have been deemed obsolete and/or incompatible with current systems. Additionally, according to vendor restrictions, the equipment may not be resold, transferred or donated. The equipment has no fair market or monetary value.

If you have any further questions, please let me know.

Sincerely,

Keri Hinton  
Yamhill County Clerk

# Agenda Item G2



# Yamhill County Public Works Department

2060 Lafayette Avenue, McMinnville, Oregon 97128

Phone 503.434.7515 | Fax 503.472.4068 | Email [pubwork@co.yamhill.or.us](mailto:pubwork@co.yamhill.or.us)

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## YAMHILL COUNTY BOARD OF COMMISSIONERS COVERSHEET

**DATE:** March 5, 2026  
**TO:** Board of Commissioners  
**FROM:** Mark Lago, Public Works Director  
**RE:** Fleet Surplus

### **BACKGROUND:**

Below is a list of items that have come from the Fleet Department that requires surplus by the Board.

- P-299 is a 2019 Dodge Charger that has timed out by mileage. This vehicle needs extensive repairs to the engine. Estimated value of vehicle is \$1,000.00.
- P-284 is a 2015 Dodge Charger that has been totaled. Vehicles estimated value is \$300.00.
- P-287 is a 2016 Ford Explorer that has timed out by mileage. Estimated value of this vehicle is \$3,000.00.
- P-298 is a 2018 Dodge Charger that has timed out by mileage. Estimated Value is \$2,500.00.
- P-300 is a 2019 Dodge Charger that has timed out by mileage. Estimated value is \$2,750.00.
- P-301 is a 2019 Dodge Charger that has timed out by mileage. Estimated value is \$2,750.00.
- 00-165 is a 2000 New Holland TV140 brush cutter that has timed out by age and hours. This tractor needs extensive repairs. Estimated value \$20,000.00
- 89-50 is a 1989 International Snowplow that has timed out by age. Estimated \$7,000.00
- (2) 70 Gallon fuel tanks. Estimated value \$250 each.
- (4) toolboxes that are obsolete. Estimated value \$100.00 each.

**STAFF RECOMMENDATION:**

Approve the surplus of the vehicles from list above to be sold through PublicSurplus.com per Ordinance 499.

**FISCAL IMPACT:** None

**ATTACHMENTS:** None

# Agenda Item H1

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of an Application for an Outdoor Mass	)	
Gathering Permit by Katie Vinson (applicant);	)	
Approving a Special Permit for the Wildwood	)	BOARD ORDER 26-
Music Festival at 41100 Tindle Creek Rd., Willamina, OR	)	
On June 19, 20 and 21, 2026	)	

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session in Room 32 of the Courthouse, on March \_\_\_\_, 2026, Commissioners Kit Johnston, Mary Starrett and David “Bubba” King being present. THE BOARD MAKES THE FOLLOWING FINDINGS.

A Yamhill County Code, Chapter 4.20 and ORS 433.735 to 433.770 allow the Board to issue a permit for an “outdoor mass gathering” under circumstances described in the code and the statutes. The code and the statutes require a public hearing to be held prior to approval of an application for a permit.

B. Katie Vinson (“Applicant”) has applied for a permit to host an event known as the “Wildwood Music Festival” at, 41100 Tindle Creek Rd., Willamina, Oregon on June 19, 20 and 21, 2026. More than 1,000 but less than 3,000 persons are reasonably expected to attend the Event as defined below. The applicant seeks permission to use properties owned by Katie Vinson located at 41100 Tindle Creek Rd., Willamina for the Event. A copy of the application is attached and incorporated into this Board Order as Exhibit “A.”

C. A noticed public hearing on the application was held on February 26, 2026 at the Yamhill County Courthouse. At the conclusion of the public hearing, the Board tentatively approved the application.

D. The Board finds that the application should be allowed as permitted by this Board Order. NOW, THEREFORE,

IT IS HEREBY ORDERED BY THE BOARD that Katie Vinson, Willamina, Oregon (“Applicant”) is granted an outdoor mass gathering permit to conduct an event known as the Wildwood Music Festival (the “Event”) on June 19, 20, and 21, 2026 at 41100 Tindle Creek Rd., Willamina, owned by Katie Vinson, an outdoor mass gathering permit is valid upon issuance of final approval by county legal counsel as provided in numbered paragraph 8, below, and is subject to the following conditions:

1. **TIMES FOR EVENT.** The County understands that the Event may be open to the public continuously, beginning at 8:00 am June 19 to 5:00 pm on June 21, 2026. The applicants request overnight camping privileges for Friday, June 19, and Saturday, June 20, 2026 for participants and spectators. Any understandings and arrangements regarding continuous public access to the private property during the event, including but not limited to overnight camping for participants, vendors and spectators, will need to be arranged between the landowner and the Applicant.

2. **NOTICE TO PUBLIC.** The Applicant is responsible for providing notice to the public of the Event. All costs of notice will be borne by the Applicant. Notices must be in accordance with any requirements imposed by the Yamhill County Sheriff's Office.

3. **SAFETY AND SECURITY.** The applicant is responsible for providing on-site security. All expenses for on-site security services shall be borne by the Applicant.

4. **TRAFFIC CONTROL AND PARKING.** The Applicant must have a plan to manage traffic access and egress to the Event, as well as parking and traffic control at the Event site. This plan should be on sight for review by the Sheriff's office.

5. **FIRE CONTROL.** The Applicant must allow a site visit from the Grand Ronde Department of Emergency Services prior to the event. The Applicant will comply with any requirements imposed by the Grand Ronde Department of Emergency Services, the Oregon Department of Forestry or the Oregon State Fire Marshal during the Event.

6. **TEMPORARY RESTROOM FACILITIES.** The Applicant is responsible for furnishing all temporary restroom facilities required for this event as required by OAR 333-039-0025(3)(a) (at least 7 chemical toilets for every 800 persons or fraction thereof anticipated to attend).

7. **LIABILITY INSURANCE.**

a. **INSURANCE REQUIRED; AMOUNT. COUNTY AS NAMED INSURED.** The Applicant shall obtain comprehensive general liability insurance in an amount not less than \$1,000,000 for each day of the Event. The insurance policy shall provide coverage against liability for death, injury or disability of any person or for damage to property arising from or related to Event. The County has to be named as an "additional insured".

b. **PROOF OF INSURANCE.** Evidence of insurance meeting this paragraph shall be submitted to county counsel not less than one week before the Event. County legal counsel is authorized to determine whether the proof of insurance meets the requirements of this paragraph.

8. **FINAL APPROVAL OF PERMIT.** The Event may not proceed until final approval for the permit is issued in written form by county legal counsel. County legal counsel will issue final approval after receipt of the following materials:

a. PROOF OF INSURANCE as provided in numbered paragraph 7.

DONE at McMinnville, Oregon on March \_\_\_\_, 2026.

ATTEST

YAMHILL COUNTY BOARD OF COMMISSIONERS

KERI HINTON  
County Clerk

\_\_\_\_\_  
Chair                      KIT JOHNSTON

By: \_\_\_\_\_  
Deputy CAROLINA ROOK

\_\_\_\_\_  
Commissioner              MARY STARRETT

FORM APPROVED BY:

\_\_\_\_\_  
KALEB RAEVER  
Yamhill County Assistant Counsel

\_\_\_\_\_  
Commissioner              DAVID KING



# OUTDOOR MASS GATHERING PERMIT APPLICATION

**SUBMIT**  
**Clear All**

Fill out application form completely. Attach additional pages if necessary.

APPLICANT			PROPERTY OWNER (if different)		
Wildwood Music Fest			Margery E Kendall Trust		
Last Name	First Name	MI	Last Name	First Name	MI
P.O. Box 482			[REDACTED]		
Mailing Address (Street or PO Box)			Mailing Address (Street or PO Box)		
Willamina, OR 97396			[REDACTED]		
City	State	Zip	City	State	Zip
971-241-3173			[REDACTED]		
Phone Number			Phone Number		
wildwoodhotel@gmail.com			N/A		
Email Address			Email Address		

**PROPERTY INFORMATION**

Tax Lot No. R572200200 Property Zoning: EF-80

Property Physical Address: 41100 Indle Creek Rd. Willamina, OR

Present Use of the Property: Forestry, cattle grazing, residential

Please list the type of buildings that are currently on the property (i.e. residence (type), pole building, agricultural barn or other outbuildings, etc.):

house, shed, gazebo

---

Is there a septic system on the property? Yes  No

How will water be provided for event? Well  City  Other: spring verified w/ Yamhill County health

EVENT INFORMATION

Type of Event: Music Festival and Campout

Date or Dates of Event (5 max): June 19-21<sup>st</sup>, 2026

Persons Expected to Attend Event: 500 per day 500 in total

Will Sound Amplification be Used? Yes  No   
If yes, please explain: a sound system will be used on stage while music is being performed, faces away from neighbors

Will Alcohol be Provided? Yes  No   
If yes, please explain: Beer and wine service will be authorized w/OLCC

Will Fireworks be Used? Yes  No   
If yes, please explain: \_\_\_\_\_

Please include a copy of the following with your application:

- Site Plan
- Fire Protection Plan
- Public Safety Plan
- Health and Medical Plan
- Parking and Traffic Control Plan
- Copy of OLCC Permit (if applicable)
- Proof of Insurance

**FILING FEE:** Include with your application a check or money order, made payable to Yamhill County, in the following amount:

- Single Event Fee: \$3,154.00
- Multiple Events Fee (max 5): \$3,154.00 + \$100/event

*NOTE: Fees are nontransferable and nonrefundable.*

CONDITIONS

The Applicant(s) understands and agrees to comply with the following conditions:

- 1) If the application is granted, the applicant(s) will exercise the rights granted in accordance with the terms and subject to all the conditions and limitations of the approval.
- 2) If the application is granted, the applicant(s) will comply with all health and safety laws governing outdoor mass gatherings as provided in ORS 433, including all those rules adopted by the Oregon Department of Human Services.
- 3) If the application is granted, the applicant(s) will comply with all requirements governing mass gatherings as provided in Yamhill County Code 4.20.

## DECLARATION

I hereby declare under penalties of false swearing (ORS 162.075 and 162.085) that the above information is true and correct to the best of my knowledge. I understand that issuance of a permit based on this application will not excuse me from complying with other effective laws and regulations, including those regulating the use of the land and buildings.

I understand that Oregon law and local county code require the Yamhill County Board of Commissioners (Board) to refer the application to the Yamhill County Sheriff, the Yamhill County Health Department, the jurisdictional fire chief, and state or local road authorities for their recommended permit conditions. I further understand that the Board can impose reasonable conditions in its Order approving the Outdoor Mass Gathering Permit.

I hereby grant permission for and consent to Yamhill County, its officers, agents, and employees coming upon the above-described property to gather information and inspect the property whenever it is reasonably necessary for the purpose of processing this application.

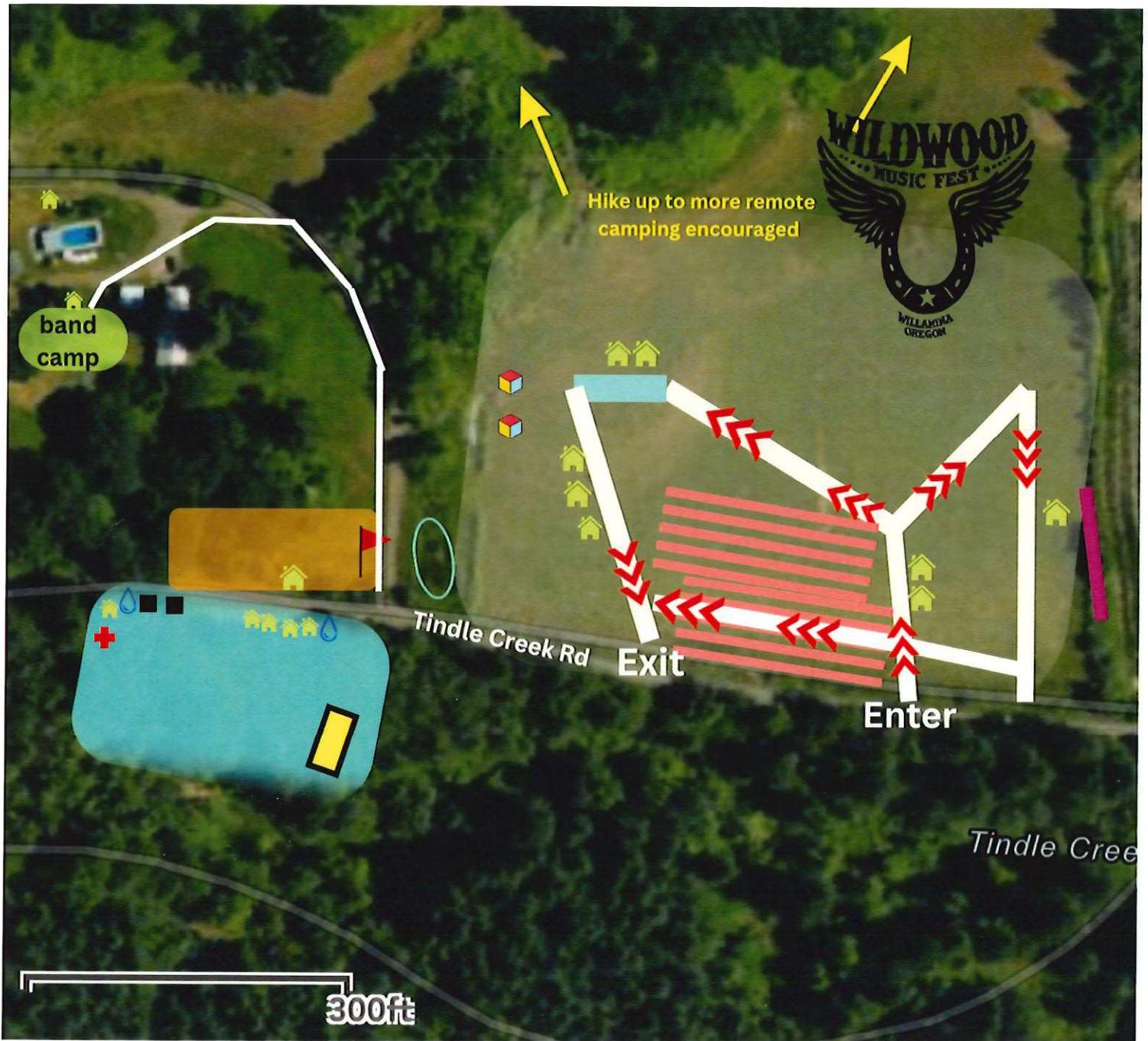
### SIGNATURES:

<u>Katie Umson</u>	<u>Feb 4, 26</u>
Applicant	Date

<u>Margery E Kendall</u>	<u>1-29-26</u>
Property Owner	Date

Submit the completed application and all required documentation to:

Yamhill County Mass Gathering Permit  
c/o County Counsel's Office  
535 NE 5<sup>th</sup> Street  
McMinnville, OR 97128  
bocinfo@yamhillcounty.gov



- music, food & beverage
- car camping
- band & temp loading/unloading
- + first aid
- stage
- day parking
- 💧 hand washing stations
- food vendors
- 🏠 porta pottie

- approximately 15,000 gallon holding pond
- <<< Fire Lanes
- 275 gallon tanks
- Exit to be used only in case of emergency
- band camping area
- 🚩 band /volunteer check in

# Agenda Item I1

**From:** [Lindsey Manfrin](#)  
**To:** [Ken Huffer](#); [Mary Starrett](#)  
**Cc:** [Layne Pendleton-Baker](#); [Brittany Zylstra-Stanhope](#); [Amanda Kreder](#); [Jason Henness](#); [Kaleb Clint Raever](#); [Carolina Rook](#); [Bailey Barnhart](#); [Cale George](#)  
**Subject:** Board Consideration: Amendment to Lease Agreement for Bridges March 2026  
**Date:** Friday, February 27, 2026 9:14:16 AM  
**Attachments:** [HAYC Bridges Lease Amend 1 2026-27 HHS24057IGA \(HAYC Signed\).pdf](#)  
[image001.png](#)

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Hi Mary and Ken,

Attached is an amendment to the lease agreement between Yamhill County Health and Human Services and the Housing Authority of Yamhill County for the Bridges complex (BO 25-397). If approved, this amendment increases the rent from \$3,773.00 per month to \$3,877.00 per month retroactive to March 1, 2026, and extends the lease through February 28, 2027. The annual increase amount of \$1,248.00 represents a 2.76% increase which is in line with the West Urban Consumer Price Index as specified in the lease agreement. While the increase is not included in our Health and Human Services 2025-2026 Adopted Budget, we have sufficient expense authority.

Bridges provides crisis respite and transitional housing with community supports for individuals with significant mental health challenges. If approved, this will continue a longstanding partnership with the Housing Authority to provide this critical support to individuals in our community.

I recommend the Board approve this rent increase and lease extension as written. Please let me know if you have any questions.

BOC staff, please place this on the next Board Agenda for approval. Suggested Board Agenda language:

"Approval of an amendment to the real estate lease (25-397) between Yamhill County Health and Human Services and the Housing Authority of Yamhill County retroactive to March 1, 2026. Oracle #HHS24057IGA."

Thank you,

Lindsey Manfrin, DNP, RN  
Health and Human Services Director  
Public Health Administrator

*Pronouns: she/her/hers*

Yamhill County Health and Human Services | 638 NE Davis St McMinnville, OR 97128

Phone: 503-434-7525 | Cell: 971-237-2412 | Ext. 4719

Fax: [503-474-4907](tel:503-474-4907) | [manfrinl@YamhillCounty.gov](mailto:manfrinl@YamhillCounty.gov)

**Yamhill County Crisis Line (1-844-842-8200)**



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\*\*\*\*\*

**AMENDMENT No. 1 TO YAMHILL COUNTY LEASE AGREEMENT**  
**Housing Authority of Yamhill County**

**Contract No. HHS24057IGA**

**THIS AMENDMENT** is made and entered into this 5<sup>th</sup> day of February 2026, by and between the YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department (“Tenant”), and Housing Authority of Yamhill County (“Landlord”) (collectively, the “Parties”).

WHEREAS, The Parties executed a Lease contract on December 16, 2025, pursuant to Board Order No. 25-397 for five rental units located at 105-115 SE Irvine Street (the “Contract”); and

WHEREAS, The Parties now wish to amend the Contract to extend initial term and increase rent amounts; and now, therefore

THE PARTIES hereby agree to amend the Contract as follows (new language is indicated by underlined font and deleted language is indicated by strike-out font):

1. The section entitled “Lease Term; Renewal” is amended to read as follows:

~~Initial~~ Renewal Term of Lease. The renewal term of the Lease is as follows:

- 1 year
- Lease Renewal Date: March 1, 2026
- Lease Expiration Date: February 28, 2027

2. The section entitled “Rent” is amended to read as follows:

105 SE Irvine St	1 bedroom	<del>\$750</del> <u>771</u> per month
107 SE Irvine St	2 bedroom	<del>\$883</del> <u>907</u> per month
111 SE Irvine St	Studio Unit	<del>\$695</del> <u>714</u> per month
113 SE Irvine St	Studio Unit	<del>\$695</del> <u>714</u> per month
115 SE Irvine St.	1 bedroom	<del>\$750</del> <u>771</u> per month

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. The Tenant certifies that the representations, warranties, and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

[remainder of page intentionally blank; signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed, this Amendment No. 1 on the date indicated by their duly authorized officials.

**LANDLORD:**

**HOUSING AUTHORITY OF YAMHILL COUNTY**



Signature  
Vickie Ybarguen

Name (printed)  
Executive Director

Title  
2/10/21

Date

**TENANT:**

**YAMHILL COUNTY, OREGON**

\_\_\_\_\_  
KIT JOHNSTON, Chair  
Board of Commissioners  
Date: \_\_\_\_\_

\_\_\_\_\_  
LINDSEY MANFRIN, Director  
Health and Human Services Dept.  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Kaleb Raever  
County Counsel  
Date: \_\_\_\_\_

# Agenda Item I2

**From:** [Lindsey Manfrin](#)  
**To:** [Ken Huffer](#); [Mary Starrett](#)  
**Cc:** [Layne Pendleton-Baker](#); [Brittany Zylstra-Stanhope](#); [Amanda Kreder](#); [Bill Michielsen](#); [Kaleb Clint Raever](#); [Carolina Rook](#); [Bailey Barnhart](#); [Cale George](#)  
**Subject:** Board Consideration: 185833 LPHA Amendment 6  
**Date:** Friday, February 27, 2026 9:17:08 AM  
**Attachments:** [185833-6 Final tlh with DRS.pdf](#)  
[image001.png](#)

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Hi Mary and Ken,

Attached is amendment #6 to the agreement between Yamhill County and the Oregon Health Authority (OHA) for the financing of Public Health Services (BO 25-269) Oracle #HHS25038IGA. This amendment decreases funding for Program Element 03 in the amount of \$3,800.00. This funding was originally issued in error and we recoup revenues for these services via an invoicing process. This amendment also provides additional funding of \$450.00 for Program Element 12-01. All changes are effective July 1, 2025 through June 30, 2026.

BOC staff, please place this amendment on the next Board Agenda for approval. Suggested Board Agenda language:

“Approval of amendment #6 to Agreement #185833 between Yamhill County and the Oregon Health Authority for Public Health Services (BO 25-269) decreasing funding by \$3,350.00. Oracle # HHS25038IGA.”

Thank you,

Lindsey Manfrin, DNP, RN

Health and Human Services Director

Public Health Administrator

*Pronouns: she/her/hers*

Yamhill County Health and Human Services | 638 NE Davis St McMinnville, OR 97128

Phone: 503-434-7525 | Cell: 971-237-2412 | Ext. 4719

Fax: [503-474-4907](tel:503-474-4907) | [manfrinl@YamhillCounty.gov](mailto:manfrinl@YamhillCounty.gov)

**Yamhill County Crisis Line (1-844-842-8200)**



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destroy it and contact me at 503-434-7575.

\*\*\*\*\*

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Contract Administrator at the contact information found below. We accept all relay calls.



**Agreement #185833**

**AMENDMENT TO OREGON HEALTH AUTHORITY  
2025-2027 INTERGOVERNMENTAL AGREEMENT FOR THE  
FINANCING OF PUBLIC HEALTH SERVICES**

This Sixth Amendment to Oregon Health Authority 2025-2027 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2025, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Yamhill County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Yamhill County. OHA and LPHA are each a "Party" and together the "Parties" to the Agreement.

**RECITALS**

WHEREAS, OHA and LPHA wish to modify certain terms set forth in Exhibit C of the Agreement

WHEREAS, OHA and LPHA wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200 as set forth in Exhibit J of the Agreement;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. This Amendment is effective on **January 1, 2026**, regardless of the date this amendment has been fully executed with signatures by every Party and when required, approved by the Department of Justice. However, payments may not be disbursed until the Amendment is fully executed.
2. The Agreement is hereby amended as follows:
  - a. Exhibit A "Definitions", the definition for "Financial Assistance Award" is hereby amended as follows; deleted language is ~~struck through~~ and new language is **and underlined**:
  - b. "Financial Assistance Award" or "FAA" means the description of financial assistance set forth in Exhibit C, "Financial Assistance Award," attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. **For all Program Elements except PE 03, costs are covered in whole or in part with financial assistance shown in the award balance column in Exhibit C, "Financial Assistance Award," of this Agreement. For PE 03, costs are**

**covered in whole or in part with financial assistance as described in the footnote of Exhibit C, "Financial Assistance Award," of this Agreement.**

- c. The first page of Exhibit C "Financial Assistance Award and Revenue and Expenditure Report" is amended as follows; deleted language is ~~struck through~~ and new language is **bold and underlined**:

This Exhibit C of this Agreement consists of and contains the following Exhibit sections:

1. Financial Assistance Award.

**Notwithstanding the Explanation of the Financial Assistance Award, PE-03 is listed as a "\$0.00" in the Financial Assistance Award, as the total available balance for PE 03 payments is shared across all LPHAs. Payments for allowable expenses will still be made subject to the availability of total funding across all LPHAs.**

2. Explanation of the Financial Assistance Award

**LPHA will conduct the services for each Program Element listed in the Financial Assistance Award, as further explained by the Explanation of the Financial Assistance Award.**

3. Oregon Health Authority Public Health Division Expenditure and Revenue Report.

4. Instructions for OHA Public Health Division Expenditure and Revenue Report.

~~LPHA will conduct the services for each Program Element listed in the Financial Assistance Award, as further explained by the Explanation of the Financial Assistance Award.~~

For each applicable Program Element, LPHA must report revenues and expenditures according to the schedule provided within the Program Element using the Oregon Health Authority Public Health Division Expenditure and Revenue Report according to the Instructions for OHA Public Health Division Expenditure and Revenue Report within this Exhibit C

- d. Exhibit C, Section 1 of the Agreement, entitled "Financial Assistance Award" is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 2 of Exhibit C.
- e. Exhibit J of the Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.

3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.

- 4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
- 5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 6. This Amendment may be executed in any number of counterparts, 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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

**7. Signatures.**

**STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY**

Approved by: \_\_\_\_\_  
 Name: /for/ Nadia A. Davidson  
 Title: Director of Finance  
 Date: \_\_\_\_\_

**YAMHILL COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

Approved by: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Agreement form group-approved by Devon Thorson, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on February 4, 2026, copy of email approval in Agreement file.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

Reviewed by: \_\_\_\_\_  
 Name: Rolonda Widenmeyer (or designee)  
 Title: Program Support Manager  
 Date: \_\_\_\_\_

# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

**Attachment A  
Exhibit C - Financial Assistance Award**

State of Oregon Oregon Health Authority Public Health Division		
1) Grantee Name: Yamhill County  Street: 310 NE Kirby St. City: McMinnville State: OR Zip: 97128-4301	2) Issue Date Thursday, January 1, 2026	This Action Amendment
	3) Award Period From July 1, 2025 through June 30, 2026	

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$141,403.00	\$0.00	\$141,403.00
PE01-09	COVID-19 Active Monitoring - ELC	\$989,697.80	\$0.00	\$989,697.80
PE01-12	ACDP Infection Prevention Training	\$1,517.82	\$0.00	\$1,517.82
PE02	Cities Readiness Initiative	\$63,719.00	\$0.00	\$63,719.00
PE03	Tuberculosis Case Management	\$3,800.00	(\$3,800.00)	\$0.00
PE12-01	Public Health Emergency Preparedness and Response (PHEP)	\$86,034.00	\$450.00	\$86,484.00
PE13	Tobacco Prevention and Education Program (TPEP)	\$159,301.62	\$0.00	\$159,301.62
PE36	Alcohol & Drug Prevention Education Program (ADPEP)	\$100,626.00	\$0.00	\$100,626.00
PE36-01	OSPTR Board Primary Prevention Funding	\$98,327.00	\$0.00	\$98,327.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$10,309.00	\$0.00	\$10,309.00
PE42-04	MCAH Babies First! General Funds	\$11,459.00	\$0.00	\$11,459.00
PE42-11	MCAH Title V	\$38,178.00	\$0.00	\$38,178.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$28,362.00	\$0.00	\$28,362.00
PE44-01	SBHC Base	\$195,000.00	\$0.00	\$195,000.00
PE44-02	SBHC - Mental Health Expansion	\$262,500.00	\$0.00	\$262,500.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE46-05	RH Community Participation & Assurance of Access	\$25,514.00	\$0.00	\$25,514.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$60,362.93	\$0.00	\$60,362.93
PE51-01	LPHA Leadership, Governance and Program Implementation	\$650,527.50	\$0.00	\$650,527.50
PE51-05	CDC PH Infrastructure Funding	\$320,876.83	\$0.00	\$320,876.83
PE62	Overdose Prevention-Counties	\$143,485.00	\$0.00	\$143,485.00
PE63	MCAH LPHA Community Lead Organizations	\$185,000.00	\$0.00	\$185,000.00
PE81-01	HIV/STI Statewide Services (HSSS) Federal Funds	\$33,363.00	\$0.00	\$33,363.00
PE81-02	HIV/STI Statewide Services (HSSS) Program Income	\$161,745.00	\$0.00	\$161,745.00
		\$3,771,108.50	(\$3,350.00)	\$3,767,758.50

5) Foot Notes:	
PE01-01	07/2025: funding available 7/1/25-9/30/25 only.
PE01-01	10/2025: Prior footnote dated 07/2025 null and void.
PE03	01/2026: Effective 7/1/2025, funds are not accounted for in Section 4, "OHA Public Health Funds Approved", above, invoices are paid outside of the Current Award Balance.
PE42-11	07/2025: Indirect rate caps at 10%.

6) Comments:	
PE01-09	10/2025: Rollover unspent SFY25 funds of \$989,697.80
PE12-01	01/2026: \$450 available for training 4/1/26-5/31/26 only
PE36	08/2025: Prior comment null and void 07/2025: \$25,156.50 available 7/1/25 - 9/30/25 only.
PE36-01	08/2025: Increase of SFY26 funds of \$1,297 per grantee request 07/2025: rollover unspent SFY25 funds of \$97,030
PE51-05	09/2025: Rollover unspent SFY25 funds of \$320,876.83.
PE62	07/2025: \$23,914 available 7/1/25-9/30/2025 only; \$119,571 available 10/1/2025-6/30/2026 only
PE81-01	07/2025: \$30,583 available 7/1/25-5/31/26 only; \$2,780 available 6/1/26-6/30/26 only

**7) Capital outlay Requested in this action:**  
 Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.

Program	Item Description	Cost	PROG APPROV	

**Attachment B**

**Exhibit J - Information required by CFR Subtitle B with guidance at 2 CFR Part 200**

**PE12-01 Public Health Emergency Preparedness and Response (PHEP)**

Federal Award Identification Number:	NU90TU000054	NU90TU000054
Federal Award Date:	06/26/25	06/11/24
Budget Performance Period:	07/01/25-06/30/26	07/01/2024-06/30/2026 (EA)
Awarding Agency:	CDC	CDC
CFDA Number:	93.069	93.069
CFDA Name:	PHEP	Public Health Emergency Preparedness
Total Federal Award:	631,089	8,464,953
Project Description:	PHEP Cooperative Agreement	Public Health Emergency Preparedness (PHEP) Cooperative Agreement
Awarding Official:	Rachel Forche	Rachel Forche
Indirect Cost Rate:	16.96	17.79%
Research and Development (T/F):	FALSE	FALSE
HIPPA	No	No

Agency	UEI	Amount	Amount	Grand Total:
Yamhill	C3Y2E1SWLNS3	\$86,034.00	\$450.00	\$86,484.00

# Agenda Item I3



**TO:** Yamhill County Board of Commissioners

**FROM:** Cynthia Thompson, Transit Manager

**Cc:** Ken Huffer, Kevin Perkins, Bailey Barnhart, Tonya Manley, Christian Boenisch

**DATE:** February 19, 2026

**Re:** Board Action Items for Yamhill County Transit

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**Yamhill County Transit Action Items for  
Board of Commissioners**

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**Date: February 26, 2026**

**Project Description:**

Approval of grant agreement amendment #2 for federal 5310 discretionary funds. Grant agreement 35711 changes from three (3) vehicles to four (4) Category E1 replacement vehicles. Change total project cost from \$590,709 to \$676,693 and total grant funding from \$530,042 to \$607,197.

**Board Action:**

Approve grant agreement 35711 amendment #2 for four (4) replacement category E-1 replacement vehicles with a total project cost of \$676,693 and \$607,197 in grant funds.

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**Background Info:**

Board Order 25-52 approved by the Board of Commissioners on 2/20/2025. ODOT original grant agreement had a typo in the Project budget section and incorrect number of seats in the vehicle description section.

Board Order 25-406 BOC approved Amendment #1 changing vehicles from four to three.

Amendment #2 increases funding allowing purchase of four (4) category E-1 low floor gas powered vehicles with a useful life of four years or 100,000 miles, approximately 16 – 20 feet and approximately nine seats and ADA securement stations.

AMENDMENT NUMBER 2  
ODOT GRANT AGREEMENT NO. 35711  
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 7, 2025** and Amendment 1 (one) on **December 29, 2025**. 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 increase the grant amount, revise Exhibit A, and revise Exhibit B.

**Page 1, Agreement, Paragraph 3, which reads:**

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$590,709.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$530,042.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$676,693.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$607,197.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.

**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."**

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

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 \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Cynthia Thompson  
535 NE 5th St  
McMinnville, OR 97128  
1 (503) 474-4910  
thompsonc@yamhillcounty.gov

**State Contact:**

Arla Miller  
355 Capitol St NE, MS43  
Salem, OR 97301  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

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

By \_\_\_\_\_  
Suzanne Carlson  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 02/19/2026

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$250,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Nina R. Englander by email  
(printed)

Date \_\_\_\_\_ 11/12/2024

**Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov**

**Revised Exhibit A  
 Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5310 STBG Yamhill County 35711</b>				
<i>Purchase four replacement vehicles</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
<b>P-23-0660-01 Item #1: Vans</b>				
	\$676,692.00	\$607,197.00	\$69,495.00	State
<b>Sub Total</b>	\$676,692.00	\$607,197.00	\$69,495.00	
<b>Grand Total</b>	<b>\$676,692.00</b>	<b>\$607,197.00</b>	<b>\$69,495.00</b>	

***The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.***

***The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):***  
 - final design activities (design beyond 30%);  
 - property acquisition (includes purchase discussions with property owners that imply or are explicitly binding);  
 - purchase of construction materials (including EV chargers and bus shelters) or rolling stock,  
 - project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

***Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.***

**1. PROJECT DESCRIPTION**

*This Agreement provides funding to purchase 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.*

*Funding under this Agreement is for the purchase of Four Category E1 transit vehicles as follows:*

*Useful life - Four years or 100,000 miles; approximate length - 16-20 feet; estimated number of seats - nine; estimated number of ADA securement stations - two; fuel type - gas.*

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

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

- a. V001728 ; 2017/Ford Arboc; 1FDRS9PM8HKB18212*
- b. V001737; 2017/Ford Arboc; 1FDRS9PM1HKB18228*
- c. V001738; 2017/Ford Arboc; 1FDRS9PM4HKB18210*
- d. V001739; 2017/Ford Arboc; 1FDRS9PM7HKB18217*

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

*All purchases and installations must be completed prior to the expiration date of this Agreement. Vehicles should be ordered no later than six months after the execution of the agreement and may not be considered for any type of extension if not ordered at least one year prior to the execution of the grant agreement. Every effort should be made to order the vehicles in a timely manner to ensure they are received prior to the expiration date of the agreement.*

*Phases funding should be available for reimbursement by summer 2026.*

*Milestones:*

*Start Date - January 2, 2025  
RFP/IFB Issue Date - March 7, 2025  
Contract Award Date - March 28, 2025  
Initial Delivery Date - January 16, 2026  
Final Delivery Date - February 6, 2026  
Contract Completion Date - March 9, 2026*

*For federally-funded 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 vendors. State is responsible for submitting vehicle purchase 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 quotes to procure the vehicles must be reviewed by State prior to submitting for bid.*

*State will retain title to the vehicles as primary security interest holder for as long as the vehicles remains in public transportation service. Recipient is required to report on all vehicles that are purchased with state or federal funding until disposition of the vehicle. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle, and must notify State when actual disposal has been completed. Vehicles must exceed the minimum useful standard for age or mileage before State will release title. 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 maintenance requirements for each vehicle and meets Federal Transit Administration transit asset management requirements in 49 CFR Part 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. 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, Statewide Transportation Improvement Fund, 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. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A. 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 remain in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include:*

- 1. The required agency cover letter (instructions found on PTD website), must be attached and include all of the following information:
  - a. Grant agreement number*
  - b. Total cost of all items submitted for reimbursement on the vehicle (vendor purchase order plus any after-market additions to the vehicle), including the .5% vehicle use tax*
  - c. Total passenger capacity/number of ADA stations/total passenger capacity with ADA stations deployed*
  - d. Declaration of whether or not any rebates were given on price and if they are deducted from the reimbursement request*
  - e. Date of acceptance of the vehicle (list if more than one vehicle)*
  - f. Date vehicle was put into active transit service (list if more than one vehicle)*
  - g. Source of matching funds*
  - h. Declaration that vehicle license and title registration expenses are not included in the costs submitted for reimbursement**
- 2. Declaration that a copy of each required document listed on the Pre-Award and Post-Delivery Vehicle Purchase Certification form is physically on file in the subrecipient's vehicle procurement file for each vehicle being purchased.*
- 3. Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*
- 4. copies of all invoices associated with expenses identified for reimbursement. Also required are a pre-award and post-delivery certification form documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.*

*Recipient is required to create, update and maintain an equipment maintenance plan for equipment valued at \$50,000 or more, including non-rolling stock vehicles and shop equipment. Recipient shall service all vehicles according to the current maintenance plan.*

**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. 5310	<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>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$607,197.00</b>
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<b>Administered By</b> Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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# Agenda Item I4



**TO:** YCTA Board of Directors  
Yamhill County Board of Commissioners

**FROM:** Cynthia Thompson, Transit Manager

**Cc:** Ken Huffer, Kevin Perkins, Bailey Barnhart, Cale George,  
Tonya Manley, Christian Boenisch

**DATE:** February 20, 2026

**Re:** Board Action Items for Yamhill County Transit

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**Yamhill County Transit Action Items for  
Board of Commissioners**

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**Date: February 26, 2026**

**Project Description:**

Approval of Contract Amendment No. 4- Yamhill County Transit/First Transit contract adopted March 31, 2020, with three amendments between March 2020 and June 2024. This amendment updates the compensation and is retroactive to January 1, 2026. The compensation is not to exceed \$3,800,000 annually (January 1, 2026 – Dec 31, 2026) and not to exceed \$2,100,000. (January 1, 2027-June 30, 2027) for 34,000 annual revenue hours of service or 51,000/hours (+/- 15%) for 18 months. This amendment adds language for credits for management positions remaining unfilled for more than thirty (30) days and extends the term of the contract through June 30, 2027.

**Board Action:**

Approve YCT/FT contract (BO 20-096) Amendment no. 4 retroactive to January 1, 2026, for 34,000 (+/-) annual revenue hours or 51,000 (+/-) hours for 18 months with updated compensation at \$3.8 million (January 1 – Dec 31, 2026) and \$2.1 million (January 1 – June 30, 2027) extending the term to June 30, 2027.

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**Background Info:**

Yamhill County Transit contracts with First Transit Inc. purchased by Transdev. They provide commuter and local fixed-routes, demand-response, maintenance, dispatch and management services. Since the original contract was executed in 2020, three amendments were approved to address rate changes, service adjustments, move to Durham and shop set-up and interim extensions.

Amendment No. 4 addresses the most critical changes necessary in the contract and for continuity of service it extends the term for another 18 months through June 30, 2027. Exhibit F reflects a total service level of 34,000 (+/-) annual revenue hours of service or 51,000 (+/-) rev hours for 18 months; the service levels may increase or decrease by up to 15% without variable hourly rate or fixed rate change. This amendment no. 4 includes a not to exceed limit of \$3.8 million retroactive to January 1, 2026, through December 31, 2026, and a not to exceed \$2.1 million from January 1, 2027, to June 30, 2027. The monthly fixed costs will be \$42,285.89 through December 31, 2026, with an hourly rate of \$96.84/rev hour. The monthly fixed rate costs will be \$44,850.94 and the hourly rate will be \$105.60/rev hour from Jan 1, 2027, to June 30, 2027.

On September 17, 2025, the County/YCT formally notified First Transit/Transdev about long standing compliance and performance matters requiring resolution. This process has taken longer than expected and YCT awaited a response from the Contractor.

The CONTRACTOR is preparing a corrective action plan due by March 30, 2026. The finalization of the corrective action plan is expected to increase efficiency and cost savings with the goal of expenditure being less than the maximum annual not-to-exceed amount.

**SUMMARY OF AMENDMENT NO. 4**

- Establishes a maximum of \$3,800,000 annually retroactive to January 1, 2026, through December 31, 2026, and a maximum of \$2,100,000 from January 1, 2027, to June 30, 2027.
- A fixed rate that includes three management positions with benefits and overhead and the cost of First Transit lease of the Transit Center building and 60% of the square footage at the Durham Lane facility.
  - Fixed Rate: \$42,285.89 January 1, 2026- Dec 31, 2026
  - Fixed Rate: \$44,850.94 January 1, 2027- June 30, 2027
  - Variable Rate: \$96.84/revenue hour of service January 1, 2026-Dec 31, 2026
  - Variable Rate: \$105.60/rev hour of service January 1, 2027-June 30, 2027.



- The contract term is eighteen months starting January 1, 2026, through June 30, 2027.
- Amendment No. 4 adds a requirement for invoice credits when required management positions remain vacant longer than 30 days. YCT will be credited for the wages, benefits, and overhead.

### **FISCAL IMPACT**

This amendment is a slight increase from the maximum obligation in Section 16 of Amendment No. 3 (\$3,778,330.) The \$3.8 million cap reflects the existing service level with pending minor modifications. Total annual service hours 34,000 (+/-) 15% hours. This amendment allows operational flexibility within the approved limit. There is sufficient federal and state funding secured and planned for in the YCT budget and STIF plan for these services.

# AMENDMENT No. 4 TO YAMHILL COUNTY CONTRACT FOR SERVICES

## Board Order 20-096

**THIS AMENDMENT (Amendment #4)** is made and entered into this 31<sup>st</sup> day of December, 2025, by and between the YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Yamhill County Transit Area (County), a County Service District, and First Transit, Inc. a Delaware corporation (“Contractor”), located at 720 E Butterfield Road, Suite 300 Lombard, IL 60148 (collectively, the “Parties”).

**WHEREAS** The Parties executed a services contract on March 31, 2020, pursuant to Board Order No. 20-96 for public transportation services in the Yamhill County Transit Area (referred to herein as the “Agreement” or the “Contract”); and

**WHEREAS** The Parties previously amended the Contract on May 27, 2021, pursuant to Board Order No. 21-198 (“Amendment No. 1”) to increase the hourly and monthly rates; and

**WHEREAS** The Parties previously amended the Contract on January 25, 2024, pursuant to Board Order No. 24-11 (“Amendment No. 2”), to both: 1) increase the hourly and monthly rates, and 2) extend the Contract through June 30, 2024; and

**WHEREAS** The Parties previously amended the Contract on June 20, 2024, pursuant to Board Order 24-180 (“Amendment No 3”) to further extend the Contract through December 31, 2025, and further modify the compensation structure, term, and maximum obligation.

**WHEREAS** The Parties now wish to further amend the Contract to: (1) establish a single annual not-to-exceed compensation amount for all Services; (2) extend the term of the Contract; and (3) provide for invoice credits when required management and key staff positions remain unfilled for more than thirty (30) days.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to further amend the Contract, as follows:

1. Section 4, subsection e. “County Approval” is hereby amended to read as follows:

“County Approval; Vacancy Credit. CONTRACTOR will not replace any General Manager, Operations/Safety Manager or Maintenance Manager (“Manager” or Managers”) without prior written approval of County and the YCTA Transit Manager. Further, the County will have final approval of any CONTRACTOR proposed Managers.

In the event any Manager position remains vacant for more than thirty (30) consecutive calendar days, CONTRACTOR shall provide a monthly invoice credit to County equal to the fully burdened cost (including salary, benefits, payroll taxes, and overhead) of the unfilled Manager position for the duration of the vacancy beyond the thirty (30) day period, until such position is filled and the individual begins active service.

## 1. Managers

The CONTRACTOR's Managers have responsibility for CONTRACTOR employee conduct and performance, and for the overall performance of Services pursuant to this Agreement. The CONTRACTOR'S Managers shall be responsible for creating a supportive work environment that employs and retains highly qualified and motivated employees. The CONTRACTOR's Managers shall hold employees accountable to exacting standards of professionalism and customer service excellence.

To maintain service quality and Agreement compliance, the CONTRACTOR's Managers must have a basic understanding of the Services, and the work performed in each area and be highly skilled in human resource management.

CONTRACTOR's General Manager will have a minimum of five years of comprehensive experience in operations management and a combination of seven years of management or supervisory experience in a transportation environment, preferably one that involves paratransit, FTA/ODOT compliance, and union represented employees. Formal education beyond high school is desirable and may be substituted for a portion of the experience requirement, at CONTRACTOR's sole discretion.

The Operations Safety Manager will have a minimum of four years supervisory experience and ideally in the transit industry or five years combined management or supervisory experience in the transportation environment, preferably, but not required, to be knowledgeable in dispatch services, drug, and alcohol compliance and supervising bargaining-unit employees.

The Maintenance Manager will have a minimum of five years of experience in maintaining a fleet of 20-50 vehicles, preferably transit buses or comparable vehicles and have supervisory experience in the transportation environment. Preferably, but not required, to be knowledgeable of FTA/ODOT compliance standards for asset management and supervising bargaining-unit employees.

The CONTRACTOR's Managers shall work closely with YCTA's Transit Manager and Yamhill County staff and shall be 100% dedicated to this project with no responsibilities to other CONTRACTOR locations except by prior written approval of YCTA.

CONTRACTOR's Managers (or designees) shall be available during all hours of operation to respond to significant events or emergencies."

CONTRACTOR Managers or corporate managers shall have documented training systems in place.

CONTRACTOR Manager and/or corporate managers will participate in monthly cost and performance review meetings with YCT management and designated staff.

The balance of Section 4.e remains unchanged.

2. The first sentence of subsection 7.a of the Contract, as amended by Amendments 1, 2 and 3, is hereby deleted in its entirety and replaced with the following:

“a. Payment. County shall compensate CONTRACTOR for Services provided under this Agreement in an amount not to exceed \$5,900,000.00 per 18-month period during the remaining term of the Agreement. Compensation is based on 34,000 annual revenue hours, with a permitted variation of plus or minus fifteen percent (+/- 15%). The hourly rate established under this Agreement shall apply uniformly to all actual revenue hours performed within this plus or minus fifteen percent (+/- 15%) range and shall not be adjusted upward or downward based solely on an increase or decrease in annual revenue hours within that range. The compensation described herein is inclusive of all direct costs, indirect costs, administrative costs, fixed costs, facility costs, variable costs, and any other compensation associated with the Services. This rate is valid for the period of January 1, 2026, to June 30, 2027, subject to the direct and variable rate calculation provided in Exhibit F, including as revised, incorporated herein by this reference.

The balance of Section 7.a, as previously amended, is unchanged.

3. The first two sentences of Section 10.a of the Contract, as amended by Amendments 2 and 3, are hereby deleted in their entirety and replaced with the following:

“a. Term. This Agreement shall be effective on January 1, 2026. The Agreement, as amended, is in effect through June 30, 2027, unless terminated in accordance with subsection (b) below. Thereafter, it will be renewed for up to one year upon written notice of renewal by CONTRACTOR if received by the County ninety (90) days prior to Agreement expiration. unless terminated in accordance with subsection (b) below.”

The balance of Section 10.a, as previously amended, is unchanged.

4. Section 16, *Maximum Obligation*, is hereby amended to include the following:

“During the remaining Term of the Agreement, as amended by this Amendment No. 4, County agrees to pay CONTRACTOR in consideration for the Services as described in Section 2 “Scope of Services”, the amounts established in Section 7 “Compensation,” as amended by this Amendment No. 4, provided, however that the maximum amount of money to be paid by County to CONTRACTOR for all Services under this Amendment No. 4 to the Agreement (including fare revenue) is:

\$ 3,800,000.00 January 1, through December 31, 2026

\$ 2,100,000.00 January 1, 2027, through June 30, 2027

Except as expressly amended above, all other terms and conditions of the original Contract are still in full force and effect. The Contractor certifies that the representations, warranties, and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

[remainder of page intentionally blank; signature page follows]

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed, this Amendment No. 4 on the date indicated by their duly authorized officials.

**CONTRACTOR**

\_\_\_\_\_  
Signature

Carmen Alba  
\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

Maureen Jacobson  
\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**YAMHILL COUNTY**

\_\_\_\_\_  
Signature

Cynthia Thompson  
\_\_\_\_\_  
Transit Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Kit Johnston  
\_\_\_\_\_  
Chair, Board of Commissioners

\_\_\_\_\_  
Date

APPROVED AS TO FORM

By: \_\_\_\_\_  
Christian Boenisch  
County Counsel

:

# EXHIBIT F

**Yamhill County**  
**Fixed and Variable Price Calculation**  
**34,000 Annual Hours**  
**15% +/- service hours**

	<u>1/1/26 - 12/31/26</u>	<u>1/1/27 - 6/30/27</u>	<u>1/1/2026 - 6/30/2027</u>
	<u>12 Month Total</u>	<u>6 Month Total</u>	<u>18 Month Total</u>
<b><u>Variable Costs:</u></b>			
Driver Wages	\$1,240,953.07	\$679,563.39	\$1,920,516.46
Driver Benefits & Taxes	\$251,986.67	137,693.02	389,679.70
Uniforms	15,122.03	8,102.68	23,224.72
Parts & Services	\$185,816.44	101,563.71	287,380.15
Recruiting, Hiring, Bkgrnd Checks, Physicals	9,289.91	4,977.71	14,267.62
Employee Welfare	3,528.47	1,890.63	5,419.10
Management Wages & Benefits	-	-	-
Admin Wages & Benefits	-	-	-
Supervisor Wages & Benefits	157,532.89	84,677.02	242,209.91
Dispatcher Wages & Benefits	221,794.50	119,251.98	341,046.48
Safety / Training Wages & Benefits	80,462.64	43,252.58	123,715.22
Technician Wages & Benefits	285,099.01	153,132.80	438,231.81
Maintenance Management Wages & Benefits	-	-	-
Phone, Cellphones	9,436.15	5,056.07	14,492.22
Technology	15,932.58	8,536.98	24,469.56
Office Supplies, Equip, Prof. Services, Printing	42,818.44	23,088.97	65,907.41
BIPD	447,529.23	248,149.76	695,678.99
Depreciation	3,274.01	1,704.50	4,978.51
Support Vehicles	11,812.33	6,425.85	18,238.18
Facility Maintenance	6,048.81	3,241.07	9,289.89
Overhead	189,995.85	103,068.21	293,064.05
Profit	113,997.51	61,840.92	175,838.43
<b>Total Variable Cost</b>	<b>\$3,292,430.55</b>	<b>\$1,795,217.86</b>	<b>\$5,087,648.40</b>
Revenue Hours	34,000	17,000	
Cost per Revenue Hour (based on 18 months)	\$96.84	\$105.60	
<b><u>Fixed Costs:</u></b>			
Management Wages & Benefits	\$369,095.40	\$198,204.62	\$567,300.02
Facility Lease (Durham and Transit Center)	138,335.28	70,901.00	209,236.28
<b>Total Fixed Costs</b>	<b>\$507,430.68</b>	<b>\$269,105.62</b>	<b>\$776,536.30</b>
Monthly Fixed (based on 18 months)	\$42,285.89	\$44,850.94	
<b>Total Costs</b>	<b>\$3,799,861.22</b>	<b>\$2,064,323.48</b>	<b>\$5,864,184.71</b>

# Agenda Item J2

## Public Hearing Docket

### P-10-25

<https://www.yamhillcounty.gov/DocumentCenter/View/19456/P-10-25-BOC-Hearing-Packet-PDF>