

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 29310
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 8, 2013**. 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 move preventive maintenance funds to purchase service and revise the statement of work.

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."

Yamhill County/State of Oregon
Agreement No. 29310

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. 29310

Yamhill County, by and through its

By Allen Springer
(Legally designated representative)

Name Allen Springer, Chair
(printed) Board of Commissioners

Date 6-15-15

By [Signature]

Name Mary Starrett, Vice-Chair
(printed) Board of Commissioners

Date 6-15-15

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By [Signature]
Recipient's Legal Counsel

Date 6/15/15

Recipient Contact:

Charles Vesper
535 NE 5th St
McMinnville, OR 97128
1 (503) 434-7501
vesperc@co.yamhill.or.us

State Contact:

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

State of Oregon, by and through its
Department of Transportation

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

Date 18 June 2015

APPROVAL RECOMMENDED

By J. Dempster

Date 5/28/2015

By _____

Date _____

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).

Date _____

Accepted by Yamhill County
Board of Commissioners on

6-11-15 by Board Order
15-179

Revised Exhibit A

Project Description and Budget

Project Description/Statement of Work

Project Title: E&D Yamhill County Purchase Service/Preventive Maintenance				
5310 Purchase Service, Preventive Maintenance for 24 vehicles.				
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$750,853.00	\$673,740.00	\$77,112.00	Local
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
Deleted				
Sub Total	\$750,853.00	\$673,740.00	\$77,112.00	
Grand Total	\$750,853.00	\$673,740.00	\$77,112.00	

- *CONTRACTED SERVICE also known as Purchased Service*

PROJECT PURPOSE

Agreement provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Yamhill County and to support the administrative costs required to manage the service contract.

PROJECT DELIVERABLES

The purchased service will be provided by a contractor (either a vendor or a pass-through sub-recipient) selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, e.g., schedule, days, hours and service type (demand responsive, fixed route or other) will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Recipient will assure that the transportation service is coordinated 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 or any other situation that requires service to be changed. Recipient will notify State of any changes to the service.

Recipient will actively market the services to the target users.

Recipient will monitor the performance and required compliance requirements of the contractor.

PROJECT PERFORMANCE MEASURES

The following ridership goal is established to evaluate the effectiveness of this project: 165,578

PROJECT ACCOUNTING and MATCH

This Agreement is for operations, which is defined under 49 USC § 5310 program, as described

in Circular 9070.1F, Section III-9-c. Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as operating costs. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded from USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as match for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match.

Recipient will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. All administrative and operating expenses incurred by the contractor or pass-through sub-recipient are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense.

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

SOURCE(S) OF MATCHING SHARE

Local Funds, including Special Transportation Formula Funds

Yamhill County/State of Oregon
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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:

Federal Program	Federal Funding Agency	Federal Catalog	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$673,740.00

Administered By Public Transit Division 555 13th St. NE Salem, OR 97301-4179
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