

AMENDMENT NUMBER 2
ODOT GRANT AGREEMENT NO. 35090
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 26, 2021** and Amendment 1 (one) on **April 11, 2022**. 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 **July 1, 2021** 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, 2024** (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 **July 1, 2021** 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, 2026** (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.

B.O. 23-195

Yamhill County/State of Oregon
Agreement No. 35090

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. 35090

Yamhill County, by and through its
Board of Commissioners

By *Lindsay Berschauer*
(Legally designated representative)

Name Lindsay Berschauer
(printed)
6/1/23

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By *Chris Bial*
Recipient's Legal Counsel

Date 5/31/23

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) 949-5415
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 *Marsha L. Holkin*
Karyn Criswell
Public Transportation Division Administrator

Date 06/30/2023

APPROVAL RECOMMENDED

By Arla Miller

Date 04/10/2023

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
5/25/23 by Board Order
BO.23-195

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: STIF Disc Yamhill County 35090 <i>Hwy 99W Transit Corridor Pilot.</i>				
P-21-3505-01 Item #2: Vans				
	\$350,000.00	\$280,000.00	\$70,000.00	Local
P-21-3505-04 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$50,000.00	\$40,000.00	\$10,000.00	Local
P-21-3505-05 Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$380,400.00	\$304,320.00	\$76,080.00	Local
Sub Total	\$780,400.00	\$624,320.00	\$156,080.00	
Grand Total	\$780,400.00	\$624,320.00	\$156,080.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a pilot project to define, and implement the need for public transit along the 99W corridor between McMinnville, Oregon; and Junction City, Oregon; as part of an ongoing Highway 99W Transit Corridor Study. Yamhill County will partner with Benton County.

The initial pilot transit service will involve four round trips per day, two per partner agency, five days a week. The pilot project would be going through, or by rural communities along the highway 99W corridor. The included rural cities include McMinnville, Amity, Rickreal, Monmouth, Adair Village, Corvallis, Monroe, with a connection in Junction City to Lane Transit District. This pilot service will make connections with Tillamook County Transportation District in Rickreal, Cherriots in Monmouth, Corvallis Transit in Corvallis, and Lane Transit District in Junction City.

Funded projects in this agreement include:

Vehicle Expansion

Purchase 2 transit vehicles as follows: useful life - 4 years and 100,000 miles; approximate length - less than 20 feet; estimated number of seats - 10; estimated number of ADA securement stations - 1; fuel type - gasoline.

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

Project Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

Operations

This Agreement provides funding for Recipient to provide intercommunity general public transportation service between McMinnville and Junction City with connections to the coast, Salem, Corvallis and Eugene.

Intercommunity general public transportation service will be provided 5 Days a week with 4 round trips per day.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will, along with partner agency, refine and define the route. Determine if route will be split between partners, or if they will run the total length alternating. Determine the fare rate for all the route, or by segment. Determine where the stops will be with signage.

Develop and launch an advertising campaign, with connecting partners to reach the traveling public. Advertising should include print, social media, notices on buses and shelters at stops in the communities to be served. Newsletters in the communities to be served, college campuses, etc.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations may include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service. (This can be supported by State's GTFS contractor.) GTFS data should be updated in advance of system changes to allow trip planners to stay current.

Recipient, if operating demand response service, is encouraged to create and maintain GTFS-flex data for their service. (This can be supported by State's GTFS-flex contractor.)

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] should include an explicit preference for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties].

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Vehicle Expansion

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

Agreement.

Original

Estimated order date: November 11, 2021.

Estimated delivery date: Canceled, Low Floors unavailable.

New RFP

Vehicles Milestones (Dates required) need estimated dates for SOW

- *Project start date - April 10, 2023*
- *RFP/IFB Date - April 10, 2023*
- *Contract Award - April 24, 2023*
- *First Vehicle Delivered - June 30, 2025*
- *All Vehicles Delivered - June 30, 2025*
- *Contract Completion Date - June 30, 2025*

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 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 these 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) requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 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 plan upon request

Project Administration

Recipient shall perform administrative activities to support service sustainability as follows: Ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

Operations

The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient and program type, in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding issues, 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.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Vehicle Expansion

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 these 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 these 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 Special Transportation Formula 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.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and

entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Vehicle Expansion

Recipient will provide reporting information as prescribed by State on the vehicle purchased under this Agreement as long as these vehicles remain 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 and copies of all invoices associated with expenses identified for reimbursement.

Project Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report in the APR the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit 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.

Reporting on Mitigation of Tax Impacts to Low-Income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.