

Assessor's Parcel Number: N/A

Date: DECEMBER 10, 2008

Recording Requested By:

Name: LYNDA TEGLIA, COMMUNITY DEVELOPMENT

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 0.00
BK-1208 PG- 2396 RPTT: 0.00



AGREEMENT AMENDMENT #2008.262

(Title of Document)

FILED

NO. 2008.262

Amendment No. 1 to
Grantee Agreement No. PR042-08-802

2008 DEC 10 PM 2:32

This Amendment is made and entered into this 10th day of November 2008, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and Bluego, acting by and through Douglas County, 1594 Esmeralda Avenue, Minden, NV 89423, hereinafter referred to as the GRANTEE.

TELL INSAN
CLERK
BY *[Signature]*

WITNESSETH:

WHEREAS, on October 1, 2007 the parties entered into Agreement No. PR042-08-802 to provide for the availability of federal funds for capital acquisitions, program administration and operating assistance in small urban and rural areas of the State by way of Federal Transit Administration (FTA) Formula Grant Program 5311 to be administered by the DEPARTMENT; and

WHEREAS, the Nevada Legislature appropriated from the State General Fund to the Fund for Transit, created by Nevada Legislative Assembly Bill (AB) 629, hereinafter referred to as AB 629, the sum of Two Hundred Fifty Thousand and no/100 dollars (\$250,000.00), in order to further provide for the Grantee's match of Federal monies for rural transit operations in Nevada; and

WHEREAS, the money appropriated by AB 629 must be used by rural transit operations to match money that is available from the Federal Transit Administration (FTA); and

WHEREAS, AB 629 has designated the DEPARTMENT as the agency to administer State funds under this program for matching Federal funds at select transit operations within the State; and

WHEREAS, this Amendment increases the amount to be paid to the GRANTEE by One Hundred Forty Two Thousand Two Hundred and Eighty Nine and No/100 Dollars (\$142,289.00) due to the Federal Fiscal Year "FTA" funding being allocated for FFY 2009 and AB 629.

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. PR042-08-802.

NOW, THEREFORE, the parties agree as follows:

- A. The provisions of Agreement No. PR042-08-802, will remain in full force and effect through and including September 30, 2009.
- B. Article I, Paragraph 4, is amended by deleting it in its entirety and inserting in its place:

"This Agreement is based on funds available through FTA Grant Nos. NV-18-X024 and NV-18-X025. The Catalogue of Federal Domestic Assistance (CFDA) number for these funds is 20.509."
- C. Article II, Paragraph 1, is amended by deleting it in its entirety and inserting in its place:

"The FTA Formula Grant Program applicable to this Agreement is a reimbursable program and requires a matching percentage to be contributed to the PROJECT by the GRANTEE, which matching percentage varies by program. The matching



percentage may be made up of non-United States Department of Transportation (USDOT) Federal Funds, State appropriations, local match and or approved in-kind contributions, as set forth in Match of In-Kind Contributions, Attachment "B". Pursuant to AB 629, the DEPARTMENT shall reimburse the GRANTEE a sum not to exceed Five Thousand and No/100 Dollars (\$5,000.00) applicable toward GRANTEE's local matching funds relative to FTA Grant No. NV-18-X025, but shall not provide the GRANTEE with such an additional reimbursement relative to FTA Grant No. NV-18-X024. "

- D. Article II, Paragraph 2 is amended by deleting it in its entirety, and inserting in its place:

"The total PROJECT cost shall not exceed Five Hundred Thirty Eight Thousand Five Hundred Ninety Eight and No/100 Dollars (\$538,598.00), with fifty percent (50%) of said sum to be provided by the DEPARTMENT to the GRANTEE as reimbursement through FTA Grant Nos. NV-18-X024 and NV-18-X025, and fifty percent (50%) to be provided by the GRANTEE through local matching funds and/or match of in-kind contribution. Pursuant to AB 629, the DEPARTMENT shall reimburse the GRANTEE with an additional sum not to exceed Five Thousand and No/100 Dollars (\$5,000.00) applicable toward GRANTEE's local matching funds relative to FTA Grant No. NV-18-X025, but shall not provide the GRANTEE with such an additional reimbursement relative to FTA Grant No. NV-18-X024."

- E. Article II, Paragraph 3 is amended by deleting it in its entirety, and inserting in its place:

"The maximum reimbursement to be made by the DEPARTMENT to the GRANTEE through FTA Grant No. NV-18-X024 for the period from October 1, 2007 through and including September 30, 2009, shall not exceed the sum of One Hundred Thirty Two Thousand Ten and No/100 Dollars (\$132,010.00). The maximum reimbursement to be made by the DEPARTMENT to the GRANTEE through FTA Grant No. NV-18-X025 for the period from October 1, 2008 through and including September 30, 2009, shall not exceed the sum of One Hundred Thirty Seven Thousand Two Hundred Eighty Nine and No/100 Dollars (\$137,289.00)."

- F. Article II, Paragraph 4 is amended by deleting it in its entirety, and inserting in its place:

"The DEPARTMENT, through FTA Grant Nos. NV-18-X024 and NV-18-X025, shall reimburse the GRANTEE for fifty percent (50%) of the PROJECT operating expenses incurred during the above referenced time period, and pursuant to AB 629, shall reimburse the GRANTEE with an additional sum not to exceed Five Thousand and No/100 Dollars (\$5,000.00) applicable toward GRANTEE's local matching funds relative to FTA Grant No. NV-18-X025, provided that the operating expenses are allowed and approved by the DEPARTMENT, and provided that the DEPARTMENT's reimbursement of the GRANTEE shall not exceed a total PROJECT reimbursement amount of Two Hundred Sixty Nine Thousand Two Hundred Ninety Nine and No/100 Dollars (\$269,299.00). The GRANTEE shall provide the remaining fifty percent (50%) of operating expenses incurred during the above referenced time period, less that amount not to exceed

Five Thousand and No/100 Dollars (\$5,000.00) reimbursed by the DEPARTMENT to the GRANTEE pursuant to AB 629, with said GRANTEE contributions to be comprised of local matching funds and/or match of in-kind contributions as allowed in conformity with those standards set forth in Attachment "B", with said GRANTEE contribution to be made in the amount of Two Hundred Sixty Four Thousand Two Hundred Ninety Nine and No/100 Dollars (\$264,299.00)."

G. All of the other provisions of Agreement No. PR042-08-802, dated October 1, 2007 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named parties have hereunto set their hands and executed this Amendment the date first written above.

GRANTEE: Bluego, acting by and through Douglas County

Kelly D. Kite
Kelly D. Kite,
Chairman, Douglas County Board of Commissioners

STATE OF NEVADA, acting by and through its DEPARTMENT OF TRANSPORTATION

R. Scott Paulson
Director
for
Tracy Larkin-Thomason
Tracy Larkin-Thomason,
Assistant Director, Planning

Attest:

Ted Thran
Ted Thran
Clerk Treasurer

BY: L. Sedwick
CLERK TO THE BOARD

Approved as to Form:
Joe Ward
Joe Ward
Chief Deputy District Attorney

Approved as to Legality and Form:
Deputy Attorney General
Deputy Attorney General

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Dec 10, 2008
T. Thran Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.
By Crab McAlloch Deputy

