

Yamhill County Transit Area
Agreement #
Disbursement of State of Oregon, Public Transit Section

Special Transportation Funds
YCTA Grant Agreement No. 32026

PARTIES:

1. Yamhill County Transit Area (YCTA)
2. MV Advancements, Inc. (~~Mid-Valley~~) MVA

RECITALS:

1. Pursuant to ORS Chapter 391, YCTA is designated to distribute to "providers of transportation", as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (YCTA), Public Transit Section (Section), Oregon Transportation Network Special Transportation Funds (STF) for the purposes set forth in ORS 391.830(4). A project proposal for STF funding for Provider's elderly and disabled transportation project ("Project") has been approved by the Oregon Transportation Commission and YCTA in the maximum amount of \$34,200 Operating and \$15,960 Preventative Maintenance under the terms and conditions of the YCTA Grant Agreement No. 32026 ("Grant Agreement"). Notwithstanding any term or provision of the Grant Agreement, the maximum amount of STF funds to be disbursed to Provider under this Agreement shall not exceed \$50,160
2. Pursuant to OAR 732-005-0061, YCTA and Provider enter into this Agreement for the sole purpose of disbursing the approved STF funds to Provider for Provider's accomplishment of the Project.

AGREEMENT: In consideration of the mutual covenants contained below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, YCTA and Provider hereby agree as follows:

1. General

Provider agrees to execute the Project subject to and in accordance with the terms of this Agreement including the terms and conditions of the Grant Agreement, ORS 391.800 through 391.830, and the provisions of OAR Chapter 732 Divisions 5 and 15 as may be amended, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Provider under this Agreement are set forth in Exhibit A: Specific Agreement Provisions; Exhibit B: Approved STF Project Application and Scope of Work; Exhibit C: Reporting Requirements and Exhibit D: Insurance Requirements which are incorporated into and made part of this Agreement. Subject to funding limitations set forth in Paragraph 5 "Funding" (\$50,160), the Project to be performed is set forth in Exhibit B to this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following precedence: This Agreement Form, Exhibit A; Exhibit B; Exhibit C and Exhibit D. This Agreement is subject to any agreements between YCTA and YCTA regarding the disbursement of STF Funds, and shall be amended to incorporate those changes.

Provider agrees to comply with all sub-recipient monitoring policies, procedures and other requirements that may be established by YCTA, including but not limited to Title VI compliance.

The Provider will furnish all of the materials, supplies, tools, vehicles, equipment, labor, and other services necessary for completion of the Project.

2. Withholding of Funds

In addition to any other provisions of this Agreement including but not limited to Exhibit B, YCTA may withhold payment of STF funds if the funds are not being used in accordance with ORS 391.800 through 391.830, the Section's OARs of this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the STF. Provider shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STF funding requirements hereunder by Provider, and shall, upon breach of conditions that require YCTA to return funds to the Section, hold harmless and indemnify YCTA for an amount equal to the funds required to be repaid plus any additional costs incurred by YCTA.

3. Discrimination Prohibited/Compliance with Laws

Provider certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which the Provider receives STF funds. Provider shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.

Provider shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts under ORS 279A, 279B or 279C, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 (as amended) and FTA regulations at 49 CFR Parts 37 and 38, and all provisions of this Agreement. The Provider certifies, under penalty of perjury, that Provider is not in violation of any federal, state or local tax laws, rules or regulations or any applicable federal, state or local laws, rules, codes or regulations and that Provider shall remain in compliance with all such laws, codes, rules and regulations during the entire term of this Agreement. In addition, Provider agrees that it has complied with the tax laws of the state of Oregon or a political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

4. Independent Contractor/Indemnification

(A) Provider is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings. Provider shall have sole control and supervision over the manner in which the Project is performed, subject only to consistency with the terms of this Agreement, and shall be responsible for determining the appropriate means and manner of executing the Project. Neither Provider, nor its officers, directors, employees, subcontractors or volunteers, shall hold themselves out either explicitly or implicitly as officers, employees or agents of YCTA for any purpose whatsoever. Nothing in this agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

(B) To the fullest extent permitted by law, Provider agrees to fully indemnify, hold harmless and defend, YCTA, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental

to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of Provider, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

5. Funding

After execution of this Agreement and receipt by YCTA of STF funds from the Section, YCTA will disburse to Provider STF funds in the approved amounts in accordance with the terms of this Agreement. All STF funds shall be expended by Provider no later than June 30, 2019. Notwithstanding any other provision of this Agreement, the maximum amount of STF funds to be disbursed to Provider shall be \$50,160.

6. Term

This Agreement shall be in effect from July 1, 2017 through June 30, 2019 unless the Agreement is terminated earlier as provided in this Agreement.

YCTA may terminate this Agreement if Provider fails to comply with a material term of this Agreement or for any other reason considered to be in the public interest or as outlined in Exhibit A – 8. Termination/Suspension.

7. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective managers as indicated below:

YCTA:

~~MID-VALLEY~~ MVA

Ms. Cynthia Thompson
Transit Manager
535 NE 5th St.
McMinnville, OR 97128
Telephone: 503-474-4910
Fax: 503-434-7553
thompsonc@co.yamhill.or.us

Christine Holmgren
Chief Financial Officer
16700 S. Highway 99W
Amity, Oregon 97101
Telephone: 503-835-2971
Fax: 503-835-6622
cholmgren@midvalleyrehab.com
mvaladvancements.org

8. Assignment/Subcontracts

Provider may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of YCTA. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by YCTA.

9. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator, and those mediators shall jointly select the permanent mediator. All costs shall be borne equally by the parties.

10. Entire Agreement/Authority

This Agreement and Exhibits A, B, C and D constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of YCTA to enforce any provision of this Agreement shall not constitute a waiver by YCTA of that or any other provision.

If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

The individuals signing below represent and warrant that they have the authority to bind the party for which they sign.

Provider:

~~Mid-Valley Rehabilitation, Inc.~~ MV Advancements

By: Christine Holmgren

Title: CFO

Address: 16700 S. Hwy 99W
Amity OR 97101

Phone/FAX: 503-687-2506

Fax: 503-835-6622

Yamhill County Transit Area:

By: Cynthia Kuper

Title: Transit Mgr

Address: 535 NE 5th St

Medinnville OR 97128

Phone/FAX: 503-474-4910

Accepted by Yamhill County
Board of Commissioners on
9-7-17 by Board Order
17-353

Exhibit A
Specific Agreement Provisions

Provider shall comply and require each of its subrecipients or subcontractors to comply with the provisions as set forth in Exhibit A.

1. **Project.** The STF funds disbursed to Provider shall be used solely for accomplishment of the Project as set forth in this Agreement.
2. **Progress Reports.** Provider shall submit quarterly reports to YCTA due within 15 days following the end of each quarter, or as otherwise directed by YCTA. Reporting periods are July through September (Report required 10/15/17, 10/15/2018), October through December (Report required 1/15/2018, 1/15/2019), January through March (Report required 4/15/2018, 4/15/2019) and April through June. (Report required 7/15/2018, 7/15/2019) Reports must be in a format acceptable to YCTA (Exhibit C) Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. YCTA reserves the right to request such additional information as may be necessary to comply with Federal, State or YCTA reporting requirements.

Copies of the reports shall be emailed to Ms. Cynthia Thompson, Transit Manager, YCTA, 535 NE 5th St, McMinnville, OR 97128 at thompsonc@co.yamhill.or.us . YCTA may require additional reporting information from the Provider, at YCTA's sole discretion.

3. Disbursement and Recovery of Grant Funds.

- (a) **Disbursement generally.** YCTA shall disburse STF Funds to Provider after State reimburses YCTA in accordance with and subject to Paragraph 6(a) (Disbursement Generally) of the Grant Agreement.
- (b) **Conditions Precedent to Disbursement.** YCTA's obligation to disburse STF Funds to Provider is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. YCTA has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow YCTA, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Provider's representations and warranties set forth in Section 4 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iii. Provider is in compliance with the terms of this Agreement.
 - iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.
 - v. Any audit findings relating to Provider's use of funds under this Agreement or any other agreement with the State or YCTA have been resolved.
- (c) **Recovery of Grant Funds.** Any STF Funds disbursed to Provider under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to YCTA. Provider shall return all Misexpended Funds to YCTA promptly in accordance with YCTA's written demand. Provider shall return all unexpended funds to YCTA within 5 days after the earlier of termination or expiration of this Agreement.

4. Representations and Warranties of Provider. Provider represents and warrants to YCTA as follows:

- (a) **Organization and Authority.** Provider is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Provider has full power and authority and legal right to make this Agreement and to incur and perform its obligations hereunder and the making and performance by Provider of this Agreement (1) have been duly authorized by all necessary action of Provider and (2) do not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Provider's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Provider is party or by which Provider or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Provider of this Agreement.
- (b) **Binding Obligation.** This Agreement has been duly executed and delivered by Provider and constitutes a legal, valid and binding obligation of Provider, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency or other similar laws affecting the enforcement of creditor's rights generally.
- (c) **No Solicitation.** Provider's officers, employees and agents shall neither solicit nor accept gratuities, favors or any item of monetary value from contractors, potential contractors or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- (d) **No Debarment.** Neither Provider nor its principals is presently debarred, suspended or voluntarily excluded from this federally-assisted transaction or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Provider agrees to notify YCTA immediately if it is debarred, suspended or otherwise excluded from this federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

5. Records Maintenance and Access, Audit.

- (a) **Records, Access to Records and Facilities.** Provider shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and State standards for audits of municipal corporations, non-profit and for profit organizations as applicable. Provider shall require that each of its sub-recipients and subcontractors complies with these requirements (if applicable). State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), YCTA and their duly authorized representatives shall have access to the books, documents, papers and records of the Provider that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary of State, USDOT, FTA, YCTA and their duly authorized representatives may take and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Provider shall permit authorized representatives of YCTA, State, the Secretary of State, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment

purchased by the Provider as part of the Project, and any transportation services rendered by the Provider.

- (b) **Retention of Records.** Provider shall retain and keep and require its sub-recipients and subcontractors to retain and keep accessible all books, documents, papers and records that are directly related to this Agreement, the STF Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six year period, Provider, its sub-recipients and subcontractors shall retain the records until the questions are resolved.
- (c) **Expenditure Records.** Provider shall document the expenditure of all STF Funds disbursed by YCTA under this Agreement. Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit YCTA to verify how the STF Funds were expended.
- (d) **Audit Requirements.**
 - i. Provider shall at Provider's own expense submit to YCTA, and if requested by State or YCTA to the State of Oregon Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDeporting@odot.YCTA.or.us or a copy of, or electronic link to its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of Provider(s), and any of Provider's contractor(s), or subcontractor(s) responsible for the financial management of funds under this Agreement.
 - ii. Provider shall save, protect and hold harmless YCTA and the State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Provider acknowledges and agrees that any audit costs incurred by Provider as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Provider and YCTA or by the State.

6. Provider Sub-agreements and Other Requirements

- (a) **Sub-agreements.** Provider may enter into agreements with contractors or subcontractors (collectively, "sub-agreements") for the performance of the Project.
 - i. All sub-agreements must be in writing executed by the Provider and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub-agreement(s). Use of a sub-agreement does not relieve Provider of its responsibilities under this Agreement.
 - ii. Provider agrees to provide YCTA with a copy of any signed sub-agreement upon request by YCTA. Any substantial breach of a term or condition of a sub-agreement relating to funds covered by this Agreement must be reported by Provider to YCTA within ten (10) days of its being discovered.

(b) Provider and Sub-agreement indemnity; insurance.

Provider that is not a unit of a local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless State, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of Provider's officers, agents, employees or subcontractors ("Claims"). It is the specific intention that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the Provider from and against any and all Claims.

Neither Provider nor any attorney engaged by Provider, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Provider is prohibited from defending State or that Provider is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Provider if State elects to assume its own defense.

Provider shall obtain and maintain insurance of the types and in the amounts provided in Exhibit D to this Agreement.

Provider's sub-agreement(S) shall require that the other party to such sub-agreement(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Provider's sub-agreement or any of such party's officers, agent, employees or subcontractors ("Claims"). The sub-agreement shall specifically state that it is the specific intention that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Provider's sub-agreement(s) and against any and all Claims.

Any such indemnification shall also provide that neither Provider's subrecipients(s), contractor(s) nor subcontractor(s) (Collectively "Subrecipients"), nor any attorney engaged by Provider's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, no purport to act as legal representative of the State of Oregon or any of its agencies, without prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Provider's Subrecipient is prohibited from defending State or that Provider's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interest of State to do so. State reserves all rights to pursue claims it may have against Provider's Subrecipient if Sate elects to assume its own defense.

Provider shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of types and in the amounts provided in Exhibit C to this Agreement.

- (c) **Procurements.** Provider shall make purchase of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

7. Vehicle/Operator Requirements

Provider shall ensure that all drivers of equipment have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial

Driver's License (CDL). Provider shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Provider shall perform criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for operators.

8. Termination/Suspension

- (a) **Termination by YCTA.** YCTA may terminate or suspend this Agreement, in whole or part, effective upon delivery of written notice to Provider, or such later date as may be established by YCTA in such written notice, under any of the following conditions, but not limited to these conditions:
- i. Provider fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Provider is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. YCTA fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow YCTA, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if YCTA determines to terminate or suspend for its own convenience; or
 - iii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Provider takes any action pertaining to this Agreement without the written approval of YCTA and which under the provisions of this Agreement would have required the approval of YCTA.
- (b) **Termination by Provider.** Provider may terminate this Agreement effective upon delivery of written notice of termination to YCTA, or at such later date as may be established by Provider in such written notice, if:
- i. The requisite local funding to continue the Project becomes unavailable to Provider; or
 - ii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- (c) **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) day notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

9. General Provisions

- (a) **Responsibility for Grant Funds.** In addition to any other remedies available to YCTA as provided by law or under this Agreement, any Provider receiving STF Funds, pursuant to this Agreement shall assume sole liability for that Provider's breach of conditions of this Agreement, and shall, upon Provider's breach of conditions that requires YCTA to return funds to the State, hold harmless and indemnify YCTA for an amount equal to the funds received under this Agreement; or if state or federal law limitations apply to the indemnification ability of the Provider of STF Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency

funds or other available non-appropriated funds, up to the amount received under this Agreement.

- (b) **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- (c) **Duplicate Payment.** Provider is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, YCTA or any other party, organization or individual.
- (d) **No Third Party Beneficiaries.** YCTA and Provider are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Provider acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Provider, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- (e) **Notices.** Except as otherwise expressly provided in this Agreement, any communications between Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Provider's Project Manager or YCTA's Transit Manager at the address or number set forth in Paragraph 7. Communications of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against YCTA, such facsimile transmission must be confirmed by telephone notice to YCTA Transit Manager. Any communication by email shall be deemed to be given when the Provider of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- (f) **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between YCTA and Provider that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Yamhill County Circuit Court in the State of Oregon. In no event shall this section be construed as a waiver by YCTA or by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United State or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- (g) **Compliance with Law.** Provider shall comply with all federal, State, local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Provider expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing

laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- (h) **Insurance; Workers' Compensation.** All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Provider shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Provider shall indemnify and hold YCTA harmless including reasonable attorney's fees for breach of this provision.

Exhibit B: STF Project – Application and Scope of Work

YAMHILL COUNTY SPECIAL TRANSPORTATION FUND

2017-2019 QUARTERLY REIMBURSEMENT REQUEST

SUBPROVIDER NAME:

Name: _____

Address: _____

Board Order # _____

Total STF Formula Allocation: \$ _____

Total Preventive Maintenance Allocation: \$ _____

Quarterly STF Allocation: \$ _____

Quarterly PM Allocation: \$ _____

Quarterly Request Not to Exceed: \$ _____

Telephone: _____

Period of Incurred Expenses:

Budget Item	STF 2017-2019 Budget	STF Costs this Quarter	STF Costs to date
Personal Services (Salaries)	\$ _____		
Materials and Services	\$ _____		
Contract Services	\$ _____		
Preventive Maintenance (fuel, tires, oil, maintenance etc.)	\$ _____		
Insurance	\$ _____		
Other (please specify):	\$ _____		
Total			

Reimbursement Requested \$ _____

Total Cost of Transportation Program
(This quarter) \$ _____

STF Cost per STF Ride \$ _____

Odometer Reading for State funded Vehicles;

MV	1FDXE4554DB42074	2007	Eldorado Aero
MV	2C4R0G0GXCR215214	2012	Dodge Caravan

Quarterly Ride Statistics

Total passenger one-way rides: _____

Senior and disabled one-way rides: _____

Revenue service hours: _____

Revenue service miles: _____

Date: _____

Signature, Name, and Title of Authorized Agency Representative

Cynthia Thompson, Transit Manager/STF Coordinator

Date

Attach YCTA OPTIS Quarterly Report if applicable and email to thompsonc@co.yamhill.or.us

Or mail to Cynthia Thompson Transit Manager 535 NE 5th Street, McMinnville, OR 97128

EXHIBIT D: Insurance Requirements

GENERAL

Provider shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to YCTA. Provider shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Provider shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Provider shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Provider permit work under a subagreement when Provider is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Provider is a Party.

TYPES AND AMOUNTS.

- i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.
- ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to YCTA. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by YCTA: Bodily Injury, Death and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
- iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by YCTA:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include YCTA, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous

"claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Provider's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and YCTA may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If YCTA approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide thirty (30) days' written notice to Provider before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Provider shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. The Provider shall immediately notify YCTA of any change in insurance coverage.