

TRANSIT AGREEMENT
Yamhill County and First Transit, Inc.

THIS AGREEMENT (the "Agreement") is effective the last date set forth adjacent to the signature of the parties below by and between Yamhill County, a political subdivision of the State of Oregon ("Yamhill County" or "County"), and **First Transit, Inc.**, a Delaware corporation ("CONTRACTOR").

RECITALS.

- A. Yamhill County receives both state and federal funding to operate public transportation services throughout Yamhill County. Yamhill County provides these services through the Yamhill County Transit Area, an ORS 451 County Service District ("YCTA"). The Yamhill County Board of Commissioners serves as the Board of Directors for YCTA.
- B. Yamhill County uses these state and federal funds to cover the costs of operating public transportation services throughout the County and the YCTA service area, including the services covered by this Agreement (the "YCTA Transit System").
- C. Yamhill County and YCTA are authorized under Oregon Revised Statutes to furnish and operate public transportation services, and to enter into an agreement with a contractor to provide such services. Yamhill County, acting on the recommendation of the YCTA Board of Directors, has determined such public transportation services are in the best interest of the residents of Yamhill County and the YCTA, and has determined to exercise its authority to furnish such services through a contractor.
- D. Yamhill County conducted a competitive process to select a new contractor to provide public transportation services for the YCTA Transit System and CONTRACTOR was the most qualified responsive and responsible proposer. Yamhill County and CONTRACTOR desire to enter into this Agreement for CONTRACTOR to provide public transportation services as defined below to the County for the YCTA Transit System according to the terms and conditions set forth below.
- E. The Agreement includes by reference the following Agreement Documents:
 - a. The Request for Proposals, dated July 19, 2019 (*Exhibit B*)
 - b. RFP Appendices (*Exhibit B*)
 - c. Addenda to RFP (*Exhibit B*)
 - d. CONTRACTOR'S Responsive Proposal, including its BAFO *Exhibit F*
 - e. This Agreement
 - f. Insurance Certificates (*incorporated as reference*)
 - g. Notice of Intent to Award (*incorporated as reference*)
 - h. Change Orders (if any)
 - i. Project Acceptance
 - j. Fee Schedule (*Exhibit F*)

AGREEMENT. In consideration of the mutual covenants contained below, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, County and CONTRACTOR hereby agree as follows:

Section 1. OBLIGATIONS OF CONTRACTOR. CONTRACTOR agrees to undertake the following obligations.

- a. CONTRACTOR will supervise, recruit, hire, promote and manage qualified personnel, including but not limited to Operators (as defined in Section 4), dispatchers, and office clerks, to provide County the Services (as defined in Section 2) and as further agreed to in this Agreement.
- b. CONTRACTOR will provide the Services identified in the Scope of Services set forth in Section 2, below.
- c. CONTRACTOR will obtain the insurance required in Section 18. CONTRACTOR will not commence work or Services under this Agreement until such insurance is in effect and certification thereof has been received by the County.
- d. CONTRACTOR will be responsible for daily inspection of County owned vehicles made available to and operated by CONTRACTOR as provided in this Agreement and any lease agreement covering such County owned vehicles entered into between CONTRACTOR and County ("Vehicle" or "Vehicles") for cleanliness and mechanical condition. CONTRACTOR will take necessary steps, as outlined in Section 5b, to ensure that the Vehicles are clean and in mechanically sound condition prior to operation.
- e. Pursuant to this Agreement, CONTRACTOR shall lease the Vehicles from County and CONTRACTOR will, for the entire term of this Agreement, including any extension terms, provide all Vehicle insurance, Vehicle maintenance and repairs, interior and exterior replacements, tires brakes, towing and all other items necessary to maintain Vehicles in a clean and mechanically sound condition. Maintenance shall be performed in accordance with all laws, rules and regulations associated with County funding and that incorporates the established ODOT and FTA procedures. Maintenance shall adhere to County requirements and YCTA's Asset Management Plan adopted in 2019, attached hereto as Exhibit A and incorporated herein by this reference. Procurement and payment for preventative maintenance must be compliant with the Oregon Public Contracting Code, and DAS/FTA procurement laws, rules, and regulations and which will result in the lowest cost to the County. CONTRACTOR shall be required to update its maintenance procedures on an annual basis to ensure ongoing compliance with all applicable ODOT and FTA rules and regulations.
- f. CONTRACTOR shall advise the County through the YCTA Transit Manager of all Vehicle mechanical problems and any preventative maintenance scheduling problems and shall obtain prior approval from the YCTA Transit Manager prior to subcontracting for any repairs or maintenance on the Vehicles.

- g. CONTRACTOR maintenance staff shall assist CONTRACTOR Operators whose Vehicles have broken down during all hours of YCTA Transit System operation by providing emergency road service after hours and on weekends through an on-call system, retrieving and/or arranging for tow services, and getting another Vehicle to the site of the breakdown so that Service interruptions will be kept to a minimum. Service hours – Appendix B of the RFP as detailed in Exhibit B.
- h. All service records shall be kept for all Vehicles and made available to the County monthly with a summary included with a performance report indicating odometer readings for each Vehicle and any Vehicles out of service for any reason, along with the date the Vehicle first went out of service, the expected date of return to service and documentation on any delays to repairs. Quarterly preventative maintenance reports are required by ODOT grant reporting.
- i. CONTRACTOR maintenance staff shall be certified or utilize certified vendors to maintain ADA lifts in Vehicles and all lifts will be cycled according to FTA/ODOT standards.
- j. In the event, a Vehicle is inoperable or otherwise unavailable, CONTRACTOR may with prior written approval from the County or the YCTA Transit Manager, rent a replacement vehicle, including but not limited to a lift equipped bus, if required, for use as a “back-up” vehicle upon notification to the YCTA Transit Manager of the issues. CONTRACTOR and County shall discuss to determine who is responsible for the cost of the “back-up” vehicles.
- k. CONTRACTOR shall manage and prioritize Vehicle maintenance to assure that the maximum number of Vehicles are safe for operation and are in service to meet daily Service needs. The prioritization must include an assessment of the Vehicle fleet and the CONTRACTOR’s mechanic’s ability to make the repairs in a timely manner.
- l. CONTRACTOR will assist and advise County in managing the Services provided under this Agreement including, but not limited to procurement of capital items (e.g. vehicles, radios); accident investigation; agency liaison; general administration; and cost allocations.

Section 2. SCOPE OF SERVICES, CONTRACTOR will furnish County with all the services and materials, and perform any other work, as set forth in this Scope of Services (“Services”).

- a. YCTA Fixed Route Bus Service.
 - 1. Definition of Service. A Fixed Route Bus Service is a public transportation service that follows a regular, defined bus route and schedule.
 - 2. Service Description Effective April 1, 2020

Commuter Service:

YCTA operates four (4) commuter routes Monday through Friday and two (2) commuter routes on Saturday.

- Route 22 : McMinnville to Grant Ronde - Monday – Saturday
- Route 44, 44x: McMinnville to Tigard Transit Center - Monday - Saturday
- Route 33, McMinnville to Hillsboro - Monday – Friday
- Route 11, McMinnville to Salem - Monday – Friday

Local Fixed Routes:

YCTA operates six (6) local fixed routes, two (4) in McMinnville and two (2) in Newberg

- Route 1: McMinnville South Loop
- Route 2: McMinnville East Loop
- Route 3: McMinnville North Loop
- Route 4: McMinnville West Loop
- Route 5: Newberg Foothills – Circulator
- Route 7: Newberg Providence – Circulator

Refer to Appendix G and H of the RFP, attached hereto as Exhibit B and incorporated herein by this reference, for additional information.

3. Service Hours and Locations:

Service hours and service area for fixed route (local and commuter) is depicted on Appendix F of the RFP as detailed in Exhibit B.

Weekday Fixed Route Service (local and commuter)

CONTRACTOR will provide the following maximum annual hours of weekday fixed route services during the specified term of this Agreement:

April 1, 2020 - June 30, 2020	5977 service hours (Monday – Friday)
July 1, 2020 - June 30, 2021	33,132 service hours (Monday – Friday)
July 1, 2021- June 30, 2022	33,132 service hours (Monday – Friday)
July 1, 2022 - June 30, 2023	33,132 service hours (Monday - Friday)
July 1, 2023 – June 30, 2024	33, 132 service hours (Monday – Friday)
July 1, 2024 – Jan 31, 2025	19,227 service hours (Monday – Friday)

Saturday Fixed Route Service (local and commuter) CONTRACTOR will provide the following maximum annual hours of Saturday fixed route services during the specified term of this Agreement CONTRACTOR will provide NO Sunday fixed route service:

April 1, 2020 - June 30, 2020	269	service hours (Saturday)
July 1, 2020 - June 30, 2021	1080	service hours (Saturday)
July 1, 2021 - June 30, 2022	1080	service hours (Saturday)
July 1, 2022 - June 30, 2023	1080	service hours (Saturday)
July 1, 2023 – June 30, 2024	1080	service hours (Saturday)
July 1, 2024- Jan 31, 2025	632	service hours (Saturday)

County reserves the right to increase or decrease the number of hours it makes available for Weekday Fixed Route Service (local and commuter) and for Saturday Fixed Route service (local and commuter). This may affect the overall service hours and fixed route schedule, as well as compensation paid under this Agreement.

4. Supplementary Service (Annual Events, Specialty)

CONTRACTOR will provide a maximum of 50 hours of event service (i.e. fairs, festivals, etc.) annually.

CONTRACTOR will only provide Supplementary Service upon request and approval by the County's YCTA Transit Manager.

County reserves the right to increase or decrease the number of hours it makes available for Supplementary Service fixed route/shuttle service in the future. This may affect the overall service hours and fixed route schedule, as well as compensation paid under this Agreement.

5. Holiday Service

No Fixed Route Bus Service Required on Certain Holidays Except as Otherwise Required. CONTRACTOR is not obligated to offer Services on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas; provided, however, that the County reserves the right to require Holiday Service on those days when deemed appropriate by the County and the YCTA Board of Directors but County shall be required to provide 10 business days written notice to CONTRACTOR of its decision. If County requests additional Holiday Service CONTRACTOR shall be compensated according to the hourly rates set forth in Exhibit F.

6. Fixed Route Service Standards for CONTRACTOR. CONTRACTOR further agrees to comply with the following standards for the Services:

- a. Fares. County reserves the right to require CONTRACTOR to charge or increase fares for any Services provided under this Agreement. Fare collections must be authorized by the YCTA Board of Directors and approved by the County prior to being charged or increased by CONTRACTOR.
- b. Rider Attendants. CONTRACTOR will not supply attendants but must allow a rider to be accompanied by an attendant, if so requested. The attendant will not be a charged fare.
- c. Safety. CONTRACTOR will meet local, state, and federal safety requirements and take reasonable steps to ensure the safety of YCTA Transit System riders, including, but not limited to Operator training, retraining and monitoring; drug and alcohol training, rider assistance training; maintaining order in and around Vehicles; providing safety and emergency procedures; etc.

- d. Service Standards/Policies. Pursuant to requirements set forth in the Federal Transit Administration (FTA) Circular 4702.1B, County and YCTA must establish and monitor CONTRACTOR performance under quantitative service standards and qualitative service policies. CONTRACTOR must adhere to the service standards described in the YCTA Transit Development Plan adopted by YCTA and the County in October 2018, which is attached hereto as Appendix C of the RFP as detailed in Exhibit B. Such standards and policies shall address the indicators below:
 - i. Vehicle load standard.
 - ii. Vehicle headway standard.
 - iii. On-time performance standard.
 - iv. Service availability standard.
 - v. Vehicle assignment policy; and
 - vi. Transit amenities policy.

b. Dial-A-Ride and Paratransit – Service Compliant with American with Disabilities Act (ADA).

1. Definition of Service. General Public Dial-A-Ride and ADA Paratransit Service are wheelchair accessible, on call, reservation only, public transit services (“Demand Response Services”). These Demand Response Services are not ambulance or emergency medical transportation services. Dial-A-Ride is available to the general public on a space available, first come first serve basis. ADA Paratransit service is required by the federal government to be provided ¾ mile on either side of local fixed routes and is not required for commuter routes. Paratransit service is available to ADA eligible riders only. See Appendix H of the RFP, attached hereto as Exhibit B, for more information.

2. Demand Response Services.

Weekday Service (Dial-A-Ride and Paratransit combined)

CONTRACTOR will provide the following maximum annual hours for weekday Demand Response Services during the specified term of this Agreement:

April 1,2020 - June 30, 2020	3669 service hours (Monday – Friday)
July 1, 2020 - June 30, 2021	15306 service hours (Monday- Friday)
July 1, 2021 - June 30, 2022	15306 service hours (Monday – Friday)
July 1, 2022 – June 30, 2023	15306 service hours (Monday – Friday)
July 1, 2023 – June 30, 2024	15306 service hours (Monday – Friday)
July 1, 2024 – Jan 31, 2025	9166 service hours (Monday – Friday)

Saturday Demand Response Services (Dial-A-Ride and Paratransit combined)

CONTRACTOR will provide the following maximum annual hours for Saturday Demand Response Services during the specified term of this Agreement. CONTRACTOR will provide NO Sunday Demand Response Services.

April 1, 2020 - June 30, 2020	288 service hours (Saturday)
July 1, 2020 - June 30, 2021	1152 service hours (Saturday)
July 1, 2021 - June 30, 2022	1152 service hours (Saturday)

July 1, 2022 - June 30, 2023	1152	service hours (Saturday)
July 1, 2023 – June 30, 2024	1152	service hours (Saturday)
July 1, 2024- Jan 31, 2025	532	service hours (Saturday)

County reserves the right to increase or decrease the number of hours it makes available for Demand Response Services, including but not limited to, general public Dial-A-Ride. This may affect the overall service hours and fixed route schedule, as well as compensation paid under this Agreement.

Paratransit service must be available the same days and hours as the local fixed routes to provide door to door transportation for eligible ADA riders within ¼ of a mile of the McMinnville and Newberg local routes 1, 2, 3, 4, 5, and 7.

3. Demand Response Service Standards for CONTRACTOR.

CONTRACTOR further agrees to comply with the following standards for the Demand Response Service:

a. Demand Response Service On-Time Performance

Demand Response Service trips will be considered “on-time” if served within a window of + or – 15 minutes of the scheduled pick-up and drop off time.

CONTRACTOR will provide a minimum of 90% on-time trips. CONTRACTOR is required to meet these guidelines, in conjunction with “in-vehicle” time requirements of Section 2.b.3.c. below.

b. Efficiency. Subject to Vehicle availability, CONTRACTOR is responsible for choosing the best combination of riders on each Vehicle trip and the shortest distance/time combinations for each trip to maximize the efficiency of the service.

c. In-Vehicle Time. Riders will not spend more than 30 minutes in a Vehicle per trip, except on rare occasions due to inclement weather, extreme traffic conditions, or extremely distant start and end points. CONTRACTOR will contact YCTA Transit Manager when this occurs.

d. Reservations. If a rider desires to make a trip reservation for Services provided under this Agreement, CONTRACTOR agrees to take and attempt to honor all trip reservation requests. In order to reserve a trip, riders must contact CONTRACTOR no later than 6:30 pm the day preceding the date of travel. Scheduling must be available from 7:00 am to 6:30 pm Monday – Saturday. An answering machine must be available at all other hours. Calls received after 6:30 pm must be returned by 8:00 am on the next business day. Call received during business hours must be returned as quickly as possible.

e. Fares. County reserves the right to require CONTRACTOR to charge or increase fares for any Services provided under this Agreement. Fare collections must be authorized by YCTA Board of Directors and approved by the County prior to being charged or increased by CONTRACTOR.

f. Rider Attendants. CONTRACTOR will not supply attendants but must allow a rider to be

accompanied by an attendant, if so requested. The attendant will not be charged a fare.

- g. Safety. CONTRACTOR will meet local, state, and federal safety requirements and take reasonable steps to ensure the safety of YCTA Transit System riders including, but not limited to Operator training, retraining and monitoring; drug and alcohol training; rider assistance training; maintaining order in and around the Vehicles; providing safety and emergency procedures; etc.
4. County and CONTRACTOR will consult on a regular basis concerning the Services provided under this Agreement and the public transportation requirements of County generally. In the event of increases or decreases in the number of passengers requiring public transportation, or in routes or schedules, the number of Vehicles and the number of spare Vehicles may be adjusted accordingly, as mutually agreed by County and Contractor.
5. County may need to increase or decrease Services to be provided by CONTRACTOR under this Agreement. However, where such mutually agreed upon Service changes or schedule readjustments impact by 5% or more the prior service levels or equipment levels required of CONTRACTOR under the previously agreed upon routes, schedules, days of service, hours or miles, or Vehicle requirements contained in this Agreement, CONTRACTOR shall be permitted to adjust rates to cover any such Service change, including but not limited to increases or decreases in cost structure associated with such changes by County, pursuant to the Variable Hourly Rate Schedule included in CONTRACTOR's BAFO, which attached hereto as Exhibit F, and incorporated herein by reference.

Section 3. OPERATING POLICIES AND PROCEDURES. CONTRACTOR will operate the programs and Services under the guidance of operating policies approved by the County/YCTA. CONTRACTOR and the County/YCTA will work closely to establish operating procedures that strive to meet the following goals:

- Create a supportive environment for CONTRACTOR employees
- Maintain good YCTA Transit System rider and community relations
- Maximize Service efficiency while maintaining standards for safety and reliability

Section 4. PERSONNEL. CONTRACTOR will operate under this Agreement as an independent contractor with full control and supervision of the Services performed, and over employment, compensation, and discipline and discharge of all persons (other than County or other cooperating agency employees, if any) assisting in the direct delivery of Services under this Agreement. The CONTRACTOR will be solely responsible for all matters relating to wages, hours of work, working conditions, and payment of CONTRACTOR employees including, but not limited to, compliance with Social Security, payroll taxes and withholdings, unemployment compensation, and Workers' Compensation. The CONTRACTOR agrees to be responsible for its own acts and those of its subordinates, employees, agents and subcontractors during the entire term of the Agreement.

- a. New Staff Training. CONTRACTOR shall, at its own expense, familiarize new personnel with all aspects of Services and the operation prior to allowing Operators to drive unsupervised without a trainer. The description of the required hours of training is set forth in Exhibit D of

this Agreement and is incorporated herein by this reference.

- b. Drug and Alcohol Testing and Use Controls. The CONTRACTOR must establish a work environment where its employees are free from the effects of drug and/or alcohol and must comply with all applicable provisions of the federal regulations pertaining to drug and alcohol testing as proposed in CONTRACTOR'S Proposal. The CONTRACTOR must have a written Drug and Alcohol Policy consistent with the federal requirements. Federal regulations require the CONTRACTOR to test for prohibited drug use and alcohol misuse. All employees must report to work in an appropriate mental and physical condition to work safely and effectively. No CONTRACTOR employee shall report to work or engage in work while having the presence of alcohol, illegal drugs, or any disabling or controlled substance in his or her system. A breach alcohol concentration level of 0.02 or greater, or a verified positive result on a drug test, will be considered evidence of the presence of alcohol or a prohibited drug in the system. Compliance with the Drug and Alcohol Policy will be a condition of employment. Any violation of the policy may subject the employee to discipline, up to and including suspension and/or discharge
- c. Meetings. County and YCTA plan to hold meetings, as needed, for the purpose of discussing Service problems and proposed solutions and to maintain open and frequent communication. Unless otherwise notified, a principal of CONTRACTOR, or other employee with decision-making authority, will be required to attend all meetings.
- d. Office and Dispatch Staff. CONTRACTOR shall supply employees to staff the office and to perform necessary tasks associated with the Services. CONTRACTOR shall provide dispatch services to schedule and coordinate rides for the YCTA Transit System. CONTRACTOR will be responsible for training these employees and making sure that such employees understand and comply with applicable County, YCTA, ODOT and FTA policies and procedures. CONTRACTOR will provide enough qualified personnel with the skills to implement and work with the technology upgrades to the CTS scheduling software implemented in 2019. CONTRACTOR will provide enough staffing to meet applicable ADA requirements and to ensure dispatch services are available during all hours of operations.
- CONTRACTOR will provide the phone system for YCTA and must provide standards to be approved by the County and YCTA Transit Manager. Any changes to phone system standards must be approved by County and YCTA Transit Manager.
 - County purchased new paratransit software in 2019 through CTS and CONTRACTOR will become familiar with the new system and ensure that its dispatchers and appropriate staff are fully trained on the new CTS paratransit software system and any new technology upgrades to Services.
 - CONTRACTOR will provide dispatch training and on-going training in the County's new dispatch system. Training can be provided through technical assistance provided by software technicians or by webinars. Dispatchers will receive training and information to allow for a level of familiarity where Services are provided.
 - Dispatchers will coordinate scheduling with Operators and riders in a positive and professional customer service- oriented manner that assures riders and Operators that

service is important.

- CONTRACTOR, through dispatch services, is responsible for collecting and providing County with rider data on all routes so that such data can be reported to ODOT in compliance with ODOT and FTA reporting requirements.
- Dispatchers will assist customers with trip planning. Dispatchers are expected to have a basic understanding and knowledge of the YCTA Transit System and of the systems and routes of neighboring systems such as Tri-Met and Cherriots and Tillamook etc. Dispatchers will provide customers with information about connecting services and will be knowledgeable about bus lines that directly connect with the YCTA Transit System at Tigard Transit Center, Hillsboro MAX, Grand Ronde and Cherriots stops. As new connecting stops are added Dispatchers are expected to be knowledgeable and assist customers with trip planning.
- CONTRACTOR will explore options to provide travel and mobility training to the public when necessary.

If, during the term of this Agreement, service hours are increased or decreased, CONTRACTOR shall be responsible for providing dispatch coverage for all such adjusted service hours.

e. Staff General Requirements

CONTRACTOR employees must be highly skilled in their assigned roles under this Agreement and are expected to sustain excellent performance that supports continual improvement of Services and service operations and quality. Employees must be able to communicate clearly, process information with accuracy and speed, and be able to identify and resolve Service issues.

Performance Monitoring

CONTRACTOR shall have strong and varied programs to monitor daily, monthly and annual performance data for the location and for individual employees. CONTRACTOR is responsible for monitoring individual employee and location performance and correcting deficiencies.

County Approval

CONTRACTOR will not replace any Project Manager without written approval of the County and the YCTA Transit Manager. Further, the County will have the final approval of any CONTRACTOR-proposed Project Manager or Supervisor.

1. Project Manager

The CONTRACTOR's Project Manager has responsibility for CONTRACTOR employee conduct and performance, and for the overall performance of Services pursuant to this Agreement. The CONTRACTOR'S Project Manager shall be responsible for creating a supportive work environment that employs and retains highly qualified and motivated employees. Strong human resource management programs are essential to ensure the quality service County is committed to delivering. The CONTRACTOR's Project Manager shall hold employees accountable to high standards of professionalism and customer service excellence.

To maintain service quality and Agreement compliance, the CONTRACTOR's Project Manager 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 Project Manager shall have, at a minimum, 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. Formal education beyond high school is desirable and may be substituted for a portion of the experience requirement.

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

2. Supervisory and Lead Staff

Supervisory and lead staff are responsible for motivating staff, building teams, maintaining open lines of communication, and training. Supervisors and shift leads are expected to possess a level of expertise that makes them excellent, reliable resources for employees. Supervisory staff must be able to develop and administer operating procedures and work-performance tracking systems; evaluate and manage employee performance; communicate, analyze and evaluate work processes; and clearly and accurately document procedures, analyses and events.

Personnel in lead roles are expected to have the ability to perform the work in the area they supervise and to possess a level of expertise that makes them a resource for employees. Leads are responsible for working closely with staff to mentor and monitor performance and provide support to staff when problems are encountered in the daily operation.

Assigned Supervisory staff shall be 100% dedicated to this project with no responsibilities to other CONTRACTOR locations, except as may be provided by prior written approval of County.

3. Employee Suitability

CONTRACTOR employees must deliver Services in a highly skilled and professional manner that reflects well on YCTA and Yamhill County. CONTRACTOR staff represent YCTA and the County in the community and to the customers they serve. CONTRACTOR staff shall represent the County and YCTA well in the community in all aspects of their service, appearance, communication and behavior. The CONTRACTOR shall take appropriate action whenever there is a pattern of complaints against an employee. The County reserves the right to determine the suitability of any CONTRACTOR employee to continue performing work under this Agreement. Such a determination may be related to performance of Service, customer complaints, incident reporting, communication, or other work-related performance.

4. Transit Operator.

CONTRACTOR's Operators are responsible for providing rides for users of the YCTA Transit System, collecting fares, ensuring that Vehicles are road-worthy before leaving the yard and disseminating information to passengers about routes, times and destinations. Operators shall provide Services and customer service that is professional, caring and empathetic to the needs of all riders. CONTRACTOR shall supply a sufficient number of properly qualified and trained CDL licensed transit drivers to operate Vehicles and to provide the Services required ("Operators").

- a.) Operator Qualifications. CONTRACTOR is required to ensure that its Operators meet the following minimum requirements.
- are at least twenty-one (21) years of age.
 - have current Commercial Drivers Licenses (CDL), Class B with Passenger and Air Brake endorsements.

- clear a criminal history check, as required under Oregon law.
- have the physical ability to perform all tasks necessary to deliver YCTA Service,
- can effectively communicate in English, verbally and in writing,
- can read, comprehend and follow written instructions,
- are sensitive to the needs of people with disabilities, and
- have the training, skills, and physical capability to assist passengers according to YCTA service guidelines, and appropriate to each customer's needs.

CONTRACTOR shall obtain and review a written record from the Oregon Department of Motor Vehicles to ensure compliance with driving policy and must submit such record to County and YCTA annually for each Operator.

b.) Operator Job Duties. CONTRACTOR shall hire Operators to perform the following:

- Competently and safely operate all Vehicle types and models used to deliver Services,
- Complete the pre-trip inspection prior to driving a Vehicle,
- Report all unusual events and accidents involving any Vehicle and/or passengers to County and YCTA Transit Manager,
- Accurately input all information using the CTS and Connexionz software and tablet provided in Vehicles
- Interact professionally with customers, staff and the public,
- Ask for a valid fare from each passenger upon boarding, and enter the correct fare payment or non-payment on the tablet,
- Maintain confidentiality of customer data,
- Comply with requirements for reporting accidents and unusual incidents
- Review posted or distributed notices of procedural or operational changes in a timely manner and revise operating methods to maintain compliance with approved procedures,
- Always maintain a smoke-free environment within the Vehicle,
- Refrain from using any type of personal cell phones or electronic devices during service delivery including Blue Tooth or speaker phone.
- Maintain Vehicle logs and conduct a pre-trip inspection of the Vehicle prior to the first Vehicle use of the day and a post-trip inspection upon the last usage of the Vehicle for the day. Example of pre-trip/post-trip forms are detailed in Appendix J of the RFP as detailed in Exhibit B, which is attached hereto.

c.) Operator Training. All costs associated with employee and/or Operator training will be the responsibility of CONTRACTOR. CONTRACTOR shall require that Operators receive the following training:

- New Operators shall be fully briefed about the Services, the YCTA Transit System, its transportation program, reporting forms, Vehicle operation, and the geographic area in which they will operate their vehicles.
- Operators shall be trained on all Vehicles in the fleet prior to operating that Vehicle. YCTA has various types and styles of Vehicles and Operators must be trained to ensure the Vehicles are in a state of good repair. Operators will be trained on all the features of the Vehicle and know how to operate the Vehicle and its components appropriately.

- Before passengers are carried, each Operator shall be road-tested on each of kind of Vehicle they will drive.
- Operators shall be trained to use any special equipment installed on their Vehicles, such as wheelchair lifts, two-way radios, and/or mobile data computers.
- Within the first six (6) months of employment, Operators should successfully complete the National Safety Council Defensive Driving Course or an approved equivalent, including but not limited to the Smith System or NTI. With a refresher course at least every two years.
- Operators shall be trained in all ODOT recommended training such as American's with Disabilities Act (ADA) and sensitivity training for elderly and disabled. Within the first three (3) months of employment, Operators shall successfully complete an approved course, unless already certified in accordance with the applicable state and federal law.
- Operators shall receive at least an annual briefing which covers changes in the transportation program reporting forms and Vehicle operation, including the operation of special equipment.
- Vehicle Operators shall receive training in the use of a fire extinguisher.
- All dispatchers and Operators are required to plan a trip and ride public transit as a customer as part of the CONTRACTOR's training program. If possible, such trip will be from the employee's home to work, which may involve riding a neighboring system such as TriMet.

Operator Record Keeping. CONTRACTOR will ensure that records are maintained for all Operators to verify that training has been received. The County or YCTA Transit Manager may (but is not required to) assist CONTRACTOR with finding training opportunities, including those offered by Oregon Department of Transportation through its Public Transportation Division.

- d.) Operator Evaluation. The CONTRACTOR shall have a plan for evaluating each Operator's ability to transport older adults and people with disabilities. Evaluation methods shall include at least the following:
- Bi-annual observation of each Operator's on-the-job performance (the supervisor will ride with the Operator to observe their driving techniques)
 - Bi-annual observation of each Operator's responsibilities and performance.
 - Results of the annual observation and review shall be documented.
 - Without prior notice to CONTRACTOR, County staff, including but not limited to YCTA Transit Manager and County Commissioners, may ride on the YCTA Transit system at any time to personally observe the conditions of the equipment and performance of Operators.
- e.) Reporting of Accidents/Emergencies. Operators shall immediately notify CONTRACTOR'S dispatcher by radio in the event of any medical emergency or traffic accident that involves a Vehicle used in the performance of this Agreement as proposed in CONTRACTOR'S Proposal. CONTRACTOR'S Project Manager or assigned staff shall promptly advise the appropriate County authorities and the YCTA Transit Manager or designee of the accident or emergency. CONTRACTOR'S employees shall not be required to perform any medical or quasi-medical functions for riders.
- f.) Uniforms. Operators are required to wear uniforms that consist of shirts with new County

approved YCTA logo (updated 2019), slacks, shorts, or skirts in black color and shirts in the new purple or green. The County, through YCTA, will provide color samples to CONTRACTOR. An identification card with the Operator's name will always be worn when the Operator is on duty. The identification card will be readily visible to the public.

Section 5. TRANSIT CENTER; VEHICLES

- a. TRANSIT CENTER. The CONTRACTOR leases from the County the Transit Center, located at 800 Second Street, McMinnville, OR 97128. CONTRACTOR will use the Transit Center as the administration and operations center pursuant to the lease agreement, attached hereto as Exhibit B.
- b. VEHICLES. The CONTRACTOR shall work with the County to maintain a fleet at a size which can provide the Services and meet the demand for Service, taking into consideration the need for back-up Vehicles (or subcontracted service) to accommodate Vehicle failure or other unforeseen circumstances. County vehicles have been purchased through federal and state grants and the County and YCTA are responsible for licensing and registration for the Vehicles. County hereby leases the Vehicles to the CONTRACTOR with the understanding that the CONTRACTOR takes full responsibility for the operation, maintenance, insurance and repair of these Vehicles and CONTRACTOR shall also assist County in planning for and scheduling Vehicle replacements. County and CONTRACTOR may negotiate and mutually agree to a separate Vehicle lease agreement at a later date.
 1. Vehicle Inventory. Present inventory includes thirty-seven (37) Vehicles, and the most current fleet inventory is attached hereto as Exhibit E and incorporated herein by this reference.
 2. Condition Upon Initial Delivery to CONTRACTOR and Continued Maintenance Expectation. CONTRACTOR is the current provider of public transportation services for the County under an existing agreement. CONTRACTOR and County acknowledge and agree that CONTRACTOR has previously inspected and accepted the condition of all County Vehicles currently in CONTRACTOR's possession or under CONTRACTOR's control, pursuant to the terms and conditions of the existing agreement. CONTRACTOR and County acknowledge and agree that, except as otherwise mutually agreed upon by both parties, CONTRACTOR's prior acceptance of such County Vehicles in their current condition shall continue under this Agreement.
 3. Detailed Inspection of Additional Vehicles. Prior to acceptance by CONTRACTOR of the condition of any Vehicle not included in the current inventory of thirty seven (37) Vehicles, a detailed inspection will take place with representatives of CONTRACTOR and County agreeing upon any damage and wear and to ensure, among other things, Vehicle safety, accessibility and serviceability. Except as otherwise agreed in writing between County and CONTRACTOR, County and CONTRACTOR agree that additional Vehicles will be delivered to CONTRACTOR in good condition with each such Vehicle meeting or exceeding the following specifications and that such conditions shall be maintained by the CONTRACTOR:
 - i. Vehicle body and all attachments thereto will be free of major dents and scratches, rust and tar. All decals shall be properly applied.

- ii. Vehicle tires shall be of proper load range for the Vehicle and be of a type equivalent to that originally supplied by the manufacturer. All tires shall be free from sidewall damage, shall have a minimum of 25% tread life remaining and shall be free from damage due to improper alignment or balancing.
- iii. If originally supplied in Vehicle, Vehicles shall contain a spare tire and wheel meeting the standards of paragraph above. Spare tires for other Vehicles shall be maintained according to the standards of paragraph above.
- iv. All Vehicle lights shall be in working order.
- v. All Vehicle doors and windows shall be in proper operating condition and properly sealed against the entry of fumes or water.
- vi. All components of the emission control and exhaust system shall be free from leaks, rust, and be in proper operating condition. Vehicles shall have current state emission certification, if so required.
- vii. Vehicle engine shall be in proper operating condition. Proper condition shall be maintained through scheduled preventative maintenance and timely repairs as needed.
- viii. Vehicle transmission shall be in proper operating condition, free from leaks bad gears or slippage.
- ix. Vehicle electrical system shall be in proper operating condition. Alternator shall be supplying specified output and specific gravity. All Vehicle wiring shall be free from fraying and shall be properly loomed and attached to the Vehicle in such a way as to prevent fraying. All heaters and air conditioners shall be free from leaks and shall perform to the manufacturer's specifications.
- x. All brake linings, drums and rotors shall meet manufacturer's specification and shall have at least 25% life remaining. All wheel cylinders and brake lines shall be free from leaks. All brake parts shall be in proper repair.
- xi. Vehicle radios, antennas and all other communications devices shall be in proper working order and mounted as to not constitute a safety hazard.
- xii. The wheelchair lift shall meet all current state requirements and be in proper working condition. All wheelchair tie-downs and other securement equipment shall be in good condition and not be frayed or worn to constitute a safety hazard. Wheelchair lift interlocks, if so equipped, shall be in proper operating condition and meet state requirements.
- xiii. Vehicles shall be equipped with a fire extinguisher with current tag, a complete first aid kit, full and complete safety triangle kit and all other safety equipment required by law.
- xiv. All rider seats and all other interior surfaces shall be clean, and any stains, tears and graffiti shall be dealt with expediently. Seats shall be properly secured to the Vehicle with the proper grade of securement device.
- xv. Vehicles shall have a current preventative maintenance and inspection including oil and filter change, transmission services, etc., in accordance with the requirements of the County.
- xvi. Vehicles will have current required state inspection and registration certificate, if required.
- xvii. Vehicles will always be kept clean and shall be completely fueled. All other fluid levels shall meet manufacturer's requirements.
- xviii. Copies of all Vehicle maintenance, repair and inspection records shall be provided to the County and the YCTA Transit Manager on a monthly basis.

- xix. All other glass shall be free from chips and cracks.
 - xx. All other items not specifically listed herein shall be serviceable condition meeting generally accepted standards and practices of the public transportation industry and meeting all requirements of the state and federal government and all requirements contained in this Agreement.
 - xxi. At a place and time mutually agreed to by County and CONTRACTOR, County and CONTRACTOR shall jointly inspect the Vehicles to be provided by County to CONTRACTOR. During such inspection, defects to Vehicles (if any) shall be noted on a form provided by County and signed by CONTRACTOR.
 - xxii. After initial inspection, CONTRACTOR shall ensure that all defects are repaired prior to CONTRACTOR starting Service under the terms of this Agreement.
 - xxiii. Upon delivery of the Vehicles to CONTRACTOR, County and CONTRACTOR will conduct a final inspection of the Vehicles to ensure that items noted in the preliminary inspection were completed and that all Vehicles are in compliance with this section and the parties are in agreement with regard to the safety, accessibility and serviceability of all Vehicles.
 - xxiv. In the event the final inspection reveals defects in the Vehicles as specified in this section, then County will, at their discretion and direction, have these items repaired.
 - xxv. CONTRACTOR will keep written records for all Vehicles and inventory of components installed on the Vehicles, such as Mobile Radios, Tablets, Camera's etc. When components are removed from a Vehicle or moved to another Vehicle, CONTRACTOR will inform the County and the YCTA Transit Manager. If components are moved, removed or replace, CONTRACTOR will keep written record of date, time, component identification and location.
 - xxvi. The CONTRACTOR shall immediately notify the County if at any time they see the Vehicles are not in said condition. Refer also to the sample Vehicle Inspection Form Appendix K of the RFP as detailed in Exhibit B.
4. Condition Upon Final Re-Delivery to County. Except for normal wear and tear, Vehicles will be returned to County in the same condition as they were received by CONTRACTOR. Yamhill County Public Works Supervisor will inspect the Vehicles being re-delivered to County and assess condition and confirm appropriate components are intact or accounted for.
5. Safety Inspections. CONTRACTOR shall conduct daily pre-trip and post-trip Vehicle inspections and complete a form approved by County, Appendix J of the RFP as detailed in Exhibit B (County shall have access to CONTRACTOR'S daily pre- and post-run inspection sheets upon request. Vehicles failing to meet the daily inspection shall not be used in service until the reason for the failure is corrected. County requires that Vehicles be maintained properly and are in safe operating condition before being entered into service. County may inspect Vehicles at any reasonable time and may bar a Vehicle from service until problem(s) are corrected.
6. Maintenance. Maintenance shall be performed in accordance with all laws, rules and regulations associated with County funding and that incorporates the established ODOT and FTA procedures. Maintenance shall adhere to County requirements and YCTA's Asset Management Plan adopted in 2019, attached hereto as Exhibit A and incorporated herein by

this reference.) Procurement and payment for preventative maintenance must be compliant with the Oregon Public Contracting Code, and DAS/FTA procurement laws, rules, and regulations and which will result in the lowest cost to the County. CONTRACTOR shall be required to update its maintenance procedures on an annual basis to ensure ongoing compliance with all applicable ODOT and FTA rules and regulations. In the event of a change in state or federal taxes, laws or specifications (to include but not be limited to any requirements that seat belts be installed in Vehicles), increased insurance or surety premiums or any other condition which causes any of CONTRACTOR's operating costs hereunder to increase, then the parties shall discuss and use reasonable best efforts to determine a reasonable and just amount to cover such increase, and the rates of CONTRACTOR compensation set forth in Exhibit F, which is attached hereto and incorporated herein by this reference, may be adjusted to reflect such increase.

7. Damage. It is the CONTRACTOR'S responsibility to have all physical damage to Vehicles, regardless of cause, repaired in a high-quality manner, within five (5) days of occurrence, if possible. Any damage must be reported to County and YCTA Transit Manager immediately.
8. Radios, Tablets, Camera's, Real Time Hardware. Vehicles to be used for the Services have been equipped with operating two-way radios, safety vision mobile surveillance system, MDT/Tablets to be utilized with the Connexionz and CTS software and future Vehicle purchases will include hardware for real time bus information such as LED internal signage and automated stop announcements. These components are owned by the County. The CONTRACTOR shall inform County immediately if these devices need maintenance, repair or replacement. County will contact appropriate vendor. County may require CONTRACTOR to work directly with the appropriate vendor to resolve maintenance, repair issues and assist with replacement of these devices. County or YCTA Transit Manager must approve all work orders.
9. Vehicle Usage. Vehicles provided to CONTRACTOR by County are to be used solely for the provision of these Services. Personal usage and/or use for any other purpose is strictly prohibited. CONTRACTOR must receive prior written approval from County before offering any "charter service."
10. Vehicle Marking. Any required changes to existing Vehicle paint schemes or markings shall be the responsibility of County.
11. Care of County Vehicles. The CONTRACTOR must assure that Vehicles are kept clean, and free of body and other damage; CONTRACTOR shall maintain supervisor Vehicles and all fleet Vehicles in a new or like new condition. The interior shall be clean and the seats free from damage such as cuts, or holes in the upholstery.
12. Vehicle Washing Standards. The CONTRACTOR is responsible for monitoring the Vehicle washing process to ensure controls are established and the cleaning products and practices meet with state and federal standards. CONTRACTOR shall be responsible for all costs associated with fines, clean up or repairs necessitated by improper disposal of water or the use of unapproved products used to wash the vehicles.
 - i. Exterior Cleaning.
 1. vehicle exteriors shall be washed at least twice a week, and more frequently

as needed, to maintain an exterior appearance with no evidence of marked dirt build-up from 50 feet.

ii. Interior Cleaning.

1. Vehicle interiors shall be free of dirt, spills, odors, and noticeable build-up of grime and grease on all surfaces, including windows.
2. Vehicle interiors shall be swept, and trash emptied daily.
3. Vehicle interiors shall be thoroughly cleaned monthly or more frequently as needed. CONTRACTOR will work with County and YCTA Transit Manager to attempt to arrange assistance from Yamhill County Juvenile Dept to assist with Vehicle interior cleaning for deep cleaning at least twice every twelve months. In the event County is unable to arrange for the assistance of the Yamhill County Juvenile Dept, it remains CONTRACTOR's sole responsibility to ensure that Vehicle interiors are deep cleaned at least twice every 12 months.
4. Wheelchair securement tracks shall be kept free of dirt and debris that would interfere with their use.
5. Operator seats shall be cleaned monthly or more often as needed.
6. Damage to seats or upholstery shall be reported in writing to County and YCTA Transit Manager and shall be repaired within two (2) weeks.
7. Securement belts shall be cleaned as needed to maintain an unsoiled appearance, and
8. Bodily fluids shall be cleaned up immediately upon discovery, in accordance with safety procedures for handling bio-hazardous material.
9. CONTRACTOR shall document all cleaning for each vehicle and a log of cleaning activities shall be kept on file for review by County upon request.
10. CONTRACTOR shall be financially responsible for Vehicle damage and repair unless caused by the negligence of County employees.

Section 6. RECORD KEEPING AND REPORTING

- a. Data Collection. CONTRACTOR will meet at least the data collection requirements in this subsection, noting that some data only pertains to Demand Response Services while some data is pertinent to all Services:

1. Number of persons served (unduplicated during any fiscal year)
2. Type of client served (unduplicated during any fiscal year)
3. Number of one-way riders (total program and by vehicle)
4. Type of ride by funding source
5. Number of miles driven (total program and by vehicle)
6. Dispatch record
7. Trip logs
8. Ride refusal record
9. Ride purpose by ride and by funding source

b. Ride Purpose. Regarding ride purpose, CONTRACTOR shall keep records using the following categories, noting that some data only pertains to Demand Response Services while some data is pertinent to all Services:

1. Work
2. School
3. Medical
4. Social service support (DD and DHS clients)
5. Other

c. Compilation of information. A compilation of the Service and program information shall be supplied to County on request. The CONTRACTOR will cooperate in supplying additional Service and program information, as needed. Each month, the CONTRACTOR will provide County with Service and program reports that accurately reflect the previous month's operation and ridership. The CONTRACTOR will use program monitoring tools to evaluate demand, expenses, and other factors that can be used in planning and forecasting future trends.

d. Reporting and Billing Requirements. The CONTRACTOR will be required to report program and fiscal information to County on a monthly basis with such reports due to County by mid-month of the month that follows the report period. These reports will require the following data:

1. Total cost during the reporting period and year to date
2. Program income received during the reporting period and year to date
3. Other resources received during the reporting period and year to date
4. One-way rides for the reporting period and year to date.
5. Unduplicated number of persons served for the reporting period and accumulated year to date
6. Revise client view invoice to meet ODOT/FTA guidelines

e. Other reporting requirements. Other reporting requirements that must be recorded monthly and accumulated year to date include the following.

1. Type of client served
 - Elderly
 - Disabled
 - Clients using wheelchairs
 - Escorts/attendants/guests
 - General public
 - Youth
2. Ride refusals and wheelchair rides
3. Vehicle miles
4. Service (operating) and revenue hours and days
5. One-way rides by category of regular fare paying, attendants, guests, and those being paid for by contracts
6. Revenue and total hours

7. Late or missed trips
8. Productivity
9. Cost per hour and per passenger
10. Revenue per hour and per passenger
11. Complaints

The County has purchased CTS, a new paratransit software and new smart bus technology tools through Connexionz. CONTRACTOR will work with County and YCTA Transit Manager to implement these new tools and determine the best possible reports and reporting procedures to meet FTA/ODOT grant requirements and County reporting needs, including but not limited to the new Oregon State Transportation Improvement Fund (STIF) reporting requirements. These changes will require changes to back up documentation for CONTRACTOR invoices to track new projects or Services implemented in 2019 and planned for implementation during the terms of this Agreement.

Section 7. COMPENSATION. Subject to the terms and conditions of this Agreement, including but not limited to Section 16, "Maximum Obligation," County shall pay the following compensation to CONTRACTOR for its provision of Services under this Agreement.

- a. Payment. County shall compensate CONTRACTOR for Services provided under this Agreement at hourly rates ranging from \$60.17 to \$65.00 per revenue service hour during the applicable term of this Agreement (less fare revenue) as described in Exhibit C , which is attached hereto , and incorporated herein by this reference, and subject to increases or decreases in cost structure associated service level changes by County, pursuant to the Variable Hourly Rate Schedule included in CONTRACTOR's BAFO, which attached hereto as Exhibit F, and incorporated herein by reference . Actual costs recoverable under this section must be supported by invoices or other written records that reflect, in addition to expenses of personnel, Services or other items authorized by this Agreement, the actual revenue service hours and/or miles performed during each month. To be eligible for reimbursement, invoices or other written records must be submitted on a monthly basis, to County within (30) thirty days of CONTRACTOR'S expenditure detailing revenue service hours per month, per route and further broken down by commuter route, local Fixed Route, and Demand Response, Vehicle maintenance, Service planning, and customer amenities. County shall compensate CONTRACTOR only for providing Services authorized under this Agreement. Payment of all non-contested charges shall be made within thirty (30) calendar days of invoice receipt.
- b. Financial Accountability. County will make payments under this section on a monthly basis for Services delivered the previous month. The CONTRACTOR will establish a methodology with County staff for the handling of fares, including but not limited to the collection of all fares, tracking of all passes sold and to whom, as well as a system to deduct fares collected each month from the total cost of Services for that month. CONTRACTOR must keep a log of all past sales and maintain a secure inventory of all fare mechanisms. County will record these revenues and use these revenues to determine compensation due under this section. The CONTRACTOR shall maintain financial information necessary for the rendering of invoices for reimbursement and to fulfill auditing requirements. The CONTRACTOR will monitor and bill for costs by different Service and program activities with separate budgets or costs for Fixed Route and associated

services, Demand Response (Dial-A-Ride and Paratransit) services, and Dispatch/Call Center activities.

Section 8. SERVICE PLANNING AND COORDINATION; MARKETING.

a. Service Planning and Coordination

1. The CONTRACTOR will provide route and Service planning: provide professional route design, run-cutting services as necessary and monitor performance measures adopted as part of the Transit Development Plan, a copy of which has been provided to CONTRACTOR.
2. The CONTRACTOR will be responsible for monitoring the performance of Fixed Route, commuter route and Demand Response services and prepare a proposal for recommended adjustments to ensure Services are meeting performance goals outlined in the Transit Development Plan. In November of each year and in preparation for the upcoming County fiscal year (July 1 – June 30), the CONTRACTOR will prepare a performance report and recommendation for service adjustments for all Services as it relates to Service Design Standards Figure 11-2 from the Transit Development Plan, which is included in Exhibit B.
 - If County chooses to implement these changes, the CONTRACTOR will be responsible for all aspects of making these changes to routes and Services; this may include but is not limited to; run-cutting for the adjustments to the effected routes, updating Operator schedules and paddles and providing detailed updated schedule information to YCTA for updates to customer brochures.
3. On-call Service Planning; CONTRACTOR will provide Service planning advice, guidance and recommendation upon request. On-call Services will be handled on a project by project basis. County will provide a scope of work to the CONTRACTOR for these on-call Service projects.
4. The CONTRACTOR will participate in regularly scheduled meetings with County for the purpose of monitoring Service performance and to discuss and resolve issues relating to the Agreement. The CONTRACTOR shall attend Yamhill County Transit Advisory Committee quarterly meetings and monthly provider meetings.
5. The CONTRACTOR will coordinate with County and other appropriate partners in the community and assure that Services provided do not constitute an unnecessary duplication of Services.
6. The CONTRACTOR will coordinate with County to provide information to consumers and the public. The CONTRACTOR will participate in surveys and provide technical assistance to other transportation providers, when feasible, as an active participant working to improve the Services and the overall service delivery system with Yamhill County and YCTA and as a resource to other agencies.

- b. Customer Information and Marketing. The CONTRACTOR shall distribute Service brochures and information to passengers and potential users of the YCTA Transit System. CONTRACTOR will create a delivery schedule and timeline for CONTRACTOR staff to distribute YCTA Transit System schedules and other collateral materials to at least 10 locations throughout the YCTA Transit System. It is important for communities within the YCTA and key destinations such as McMinnville and Newberg Libraries and other appropriate locations to have a supply of current printed schedules. Communication regarding the expectations of users and policies and practices regarding Service delivery shall be consistent throughout the YCTA Transit System. County and

YCTA will review and authorize information to be disseminated to consumers. The CONTRACTOR will communicate with County about the need for additional printed materials and alternate formats. The CONTRACTOR must receive and respond to rider requests for information, comments, complaints, and Service requests. This includes monitoring and reporting the quantity and nature of the contacts as well as the response provide.

Section 9. Customer Amenities Maintenance

a. Customer Amenities Maintenance

1. The CONTRACTOR will provide customer amenities maintenance: aid with bus stop maintenance, installation of bus stop amenities upon request. This does not include securing permits or regular cleaning of the bus stops or transit hubs.
2. The CONTRACTOR shall provide bus stop maintenance services throughout the YCTA service area. This will **not** include securing permits or other review processes required by local, city, county, or state entities. Regular shelter cleaning is handled by the County and YCTA. Below are examples of maintenance tasks that may be required.
 - a. Distribution of maps, schedules and other customer information
 - b. Installing maps/rider alerts etc. (the materials will adhere to shelter)
 - c. Clean up on an emergency basis.
 - d. Assist vendors with installation of bus stop signs, benches, poles etc.
 - e. Assist with bus stop marking project (primarily administrative)
 - f. Provide guidance and recommendations upon request for proposed stop locations
 - g. Work with County and Connexionz to ensure bus stop information is up to date for Google Transit.

Section 10. TERM OF AGREEMENT; TERMINATION

- a. Term. This Agreement shall be effective on the last date set forth adjacent to the signatures of the parties below. The initial term of this Agreement shall commence April 1, 2020 and this Agreement shall remain in effect until January 31, 2025, unless terminated in accordance with subsection (b), below. Thereafter, it will be renewed upon written notice of renewal by CONTRACTOR received by County one hundred eighty (180) days prior to Agreement expiration, for up to three (3) successive one-year terms beginning February 1 of each successive one-year term, unless terminated in accordance with subsection (b), below.
- b. Termination. Termination of this Agreement shall occur under any of the following circumstances:
 1. On expiration. This Agreement shall be terminated upon expiration of the term of this

Agreement if not renewed by CONTRACTOR as provided in subsection (a).

2. On declaration of final default. This Agreement may be terminated by County after County has made a declaration of “final default” by the CONTRACTOR in accordance with subsection (c) of this section.
3. By mutual agreement. This Agreement may be terminated by the mutual written agreement of both parties at any time.
4. On non-appropriation. This Agreement may be terminated by County in accordance with Section 13 k.
5. By County Upon Prior Written Notice. At any time prior to its expiration, this Agreement may be terminated by County for convenience upon thirty (30) calendar days written notice to CONTRACTOR, or such longer notice as required for CONTRACTOR to comply with notice requirements of the federal WARN Act. Upon such termination, County shall pay CONTRACTOR, in full satisfaction and discharge of all liabilities and obligations owed to CONTRACTOR, the undisputed compensation due to CONTRACTOR for Services performed by CONTRACTOR, and accepted by County, pursuant to this Agreement as of the termination date. County shall have no liability to CONTRACTOR for anticipated profits or compensation based upon services not yet performed by CONTRACTOR as of the termination date. Likewise, CONTRACTOR may terminate this Agreement for convenience upon not less than one hundred eighty (180) days prior written notice to County.
6. For Public Health, Safety or Lack of Funds. County may terminate this Agreement immediately for any breach of this Agreement by CONTRACTOR which, in the reasonable opinion of County, endangers or could endanger the public health, safety or welfare, or which jeopardizes, or could jeopardize, in the reasonable opinion of County, County’s financial condition or County’s ability to continue receiving appropriations. Notice of termination under this subsection shall be in writing and shall be effective upon delivery to CONTRACTOR.

c. Default.

1. Declaration of conditional default. At the option of County, County may declare a conditional default by giving written notice to CONTRACTOR if CONTRACTOR fails to perform or comply with any material term or condition of this Agreement or if CONTRACTOR dissolves, ceases to exist or becomes inactive as a Delaware corporation.
2. Declaration of final default after opportunity to cure. After County declares a conditional default for a reason specified in subsection (1), CONTRACTOR shall be given 15 days to perform or comply with the Agreement provision giving rise to County's declaration of conditional default. If CONTRACTOR performs or complies within 15 days, then County shall withdraw the conditional default. If CONTRACTOR fails to perform or comply within 15 days, County may declare a final default by giving written notice to CONTRACTOR at any time after the expiration of 15 days. A decision by County not to declare a final default in one circumstance shall not bar County from declaring a final default in another circumstance.
3. In the event CONTRACTOR is unable to provide the Services as specified in the Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, epidemic, governmental action or any other condition or cause beyond CONTRACTOR'S reasonable control, County shall excuse CONTRACTOR from performance under this Agreement until such time as the condition or cause is removed.

Section 11. SAFETY. Precautions shall always be exercised for the protection of person and property. The CONTRACTOR shall conform to all applicable Occupational Safety and Health Administration (OSHA), federal, state, and County regulations while performing under the terms and conditions of the Agreement. Any fines levied by the above-mentioned authorities because of inadequacies or incidents associated with these requirements shall be borne by the CONTRACTOR.

Section 12. APPROVAL OF SUBCONTRACTORS REQUIRED. No agreement shall be made by the CONTRACTOR with any other party for furnishing any of the work or Services herein contracted for, without approval of County, which approval shall not be unreasonably withheld. Approval must be in writing by the County.

Section 13. ADDITIONAL AGREEMENT TERMS

- a. Sensitive Information. The CONTRACTOR shall not publish or otherwise disclose, except to County or as otherwise required by law, any information or data obtained hereunder from private individuals, organizations, or public agencies, about any person or incident obtained in the course of providing the Services to County.
- b. Examination of Records. The CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to Services and the costs and expenses of the Agreement, to the extent and in such detail as will properly reflect all net costs, labor costs, equipment costs, and any other costs of whatever nature for whatever nature for which reimbursement may be

claimed under the provisions of the Agreement. These records are to be made available at any time for examination by County representatives as may be required.

- c. Licenses and Fee. Compliance with Applicable Laws. The CONTRACTOR must be fully licensed by the State of Oregon as it relates to all Services. All fees for licenses, permits, and inspections required for Services shall be borne solely by the CONTRACTOR. The CONTRACTOR shall comply with all federal, State and local laws, regulations, and building code requirements as they apply to the Services contemplated herein. Damages, penalties, or fines imposed on the County or YCTA or the CONTRACTOR for failures in any areas as specified above shall be the sole responsibility of the CONTRACTOR. Further, Contractor certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.
- d. Confidentiality of Rider Information. Any and all information regarding any individual person served by County is strictly confidential. Information shall not be released to any party in any form without the authorization of the individual and/or County, except as required by law.
- e. No Subcontracting of Agreement. The Agreement shall not be subcontracted except with the written consent of County. No such consent shall be construed as making County a party to such subcontract, nor subjecting County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve CONTRACTOR of its liability or obligation under this Agreement, and all transactions with County must be through CONTRACTOR.
- f. Assignment/Transfer of Interest. There shall be no assignment/transfer of interest or delegation of CONTRACTOR'S rights, duties or responsibilities under this Agreement without the prior written approval of County.
- g. Funds Available and Authorized. County certifies at the time the Agreement is executed that sufficient funds are available and authorized for expenditure to finance costs of this Agreement. This Agreement is partially federally funded and is subject to federal regulations.
- h. Taxes. County is not subject to taxation; no federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices.
- i. Registration of Corporations. CONTRACTOR certifies it is in compliance with the State of Oregon statutory requirements governing registration of corporations and/or assumed business names.
- j. Disadvantaged Business Enterprise (DBE). It is the policy of the United States Department of Transportation (DOT) and YCTA that minority business enterprises as defined in 49 CFR 23 shall have an equal opportunity to participate in the performance of contracts financed in whole or part with federal funds under this Agreement.
- k. Lack of Funds. County may cancel or reduce the amount of Services to be rendered if such action is in County's best interests or there is a lack of funding available for the Services. In such instance, County will provide ten (10) days' advanced written notification to CONTRACTOR. All

undisputed costs incurred to date of notification will be paid by the YCTA.

- i. Publication, reproduction and Use of Material. No custom material produced in whole or in part under the Agreement shall be subject to copyright or patent in the United States or in any country. County and FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Agreement.

Section 14. REGULATORY REQUIREMENTS. CONTRACTOR shall comply with all federal, state, and local licensing and/or regulatory requirements (including permits – FTA, OSHA, ODOT, EPA,) for the provision of Services provided under this Agreement. CONTRACTOR shall be bound by the terms and conditions of applicable federal regulations, as supplementary provisions of this Agreement, as are imposed on YCTA for the proper administration of this Agreement and under federal funding requirements. YCTA agrees to fully indemnify CONTRACTOR in the event that any FTA Section 13 (c) claim is asserted based upon any actions taken by CONTRACTOR to enter into, fulfill, or terminate this Agreement; provided, however, CONTRACTOR shall be responsible for its own acts which are contrary to the terms of this Agreement. The pricing quoted herein is contingent upon the assumption that CONTRACTOR shall not be liable for any transit employee protection obligations including those associated with 49 U.S.C. 5311 or 49 U.S.C.A. 5333(b). If CONTRACTOR shall be liable for any transit employee protection obligations, pricing may be adjusted to cover such costs upon receipt of relevant information from the CONTRACTOR.

- a. CONTRACTOR agrees to comply with ORS Chapters 279A, 279B and 279C to the extent those statutes apply. ORS Chapters 279A, 279B, 279C are incorporated into this Agreement by reference.
- b. CONTRACTOR agrees to comply with all federal, state, and local regulations relative to wages, taxes, social security, Workers' Compensation, nondiscrimination, licenses, registration requirements, and other applicable laws and regulations. Failure or neglect on the part of the CONTRACTOR to comply with any or all such regulations shall not relieve the CONTRACTOR of these obligations nor of the requirements of this Agreement.

See Appendix L of the RFP as detailed in Exhibit B "Required Federal Clauses,".

1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2002d, Section 303, of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202, of the American with Disabilities Act of 1990, 42 USC § 12132, and federal transit law at 49 USC § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement. (The CONTRACTOR) also agrees to include requirements identified in this section in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary, to identify the affected parties):

- Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and federal transit laws at 49 USC § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor” 41 CFR, Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the Project. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and federal transit law at 49 USA § 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
 - Disabilities. In accordance with Section 102 of the American with Disabilities Act, as amended, 42 USC § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
3. Clean Air Act and Federal Water Pollution Control Act Requirements. CONTRACTOR agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC § 1857 (h)), Section 508 of the Clean Water Act (33 USC § 1368), Executive Order 11738, and Environmental Protection Agency regulations (49CFR, Part 15) which prohibit the use of under nonexempt federal contracts, grants or loans, of facilities included on the EPA List for Violating Facilities, CONTRACTOR shall report violations of FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).
 4. Conservation. CONTRACTOR shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC, Section 6321 et seq.).
 5. Audit and Inspection of Records. CONTRACTOR agrees that County, the Comptroller General of the United States, or any of their duly authorized representatives, shall, for the purpose of audit and examination, be permitted to inspect all work, material, payrolls, and

other data and records with regard to the project, and to audit the books, records, and accounts with regard to the project. Further, the CONTRACTOR agrees to maintain all required records for at least six (6) years after County makes final payments and all other pending matters are close.

6. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. CONTRACTOR'S failure to so comply shall constitute a material breach of this Agreement.

7. No Federal Government Obligation to Third Parties by Use of a Disclaimer.
 - CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to CONTRACTOR or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.
 - CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts.
 - CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR, Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA-assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud

Civil Remedies Act of 1986 on the CONTRACTOR to the extent the federal government deems appropriate.

- CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Agreement connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC § 5307, the government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the CONTRACTOR, to the extent the federal government deems appropriate.
- CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provision.

9. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether expressly set forth in the preceding provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-maintained terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any County requests which would cause County to be in violation of the FTA terms and conditions.

10. Non-Discrimination.

- Equal Opportunity. CONTRACTOR will always abide by the equal opportunity provisions of the Civil Rights Act of 1964, as amended.
- American with Disabilities Act. CONTRACTOR must abide by the Americans with Disabilities Act laws and regulations.
- Fair Employment Practices. CONTRACTOR shall perform no Services pursuant to this Agreement, not be entitled to compensation therefore, unless and until CONTRACTOR submits a properly executed statement of Fair Employment Practices.
- Non-Discrimination in Service. CONTRACTOR shall not discriminate, nor allow any of its officers, employees, or agents to discriminate against any ride or patron because of race, religion, gender, sexual orientation, disability, age, national origin, ethnicity, or ancestry.
- Notice of Discrimination Complaint. CONTRACTOR shall notify County of any discrimination complaints.

Conforming to Final Order. CONTRACTOR shall at its sole cost and expense, conform to any final orders issued by any State or Federal agency with jurisdiction to correct CONTRACTOR discrimination in employment and/or ridership and shall fully save harmless and indemnify County, YCTA and the YCTA Transit System in this regard.

Section 15. YAMHILL COUNTY TRANSIT AREA SERVICE EXPANSION. As the County’s public transportation needs and the YCTAs Transit System continues to evolve, there may be additional services, equipment or other details to accommodate. It is the intent of the Parties that these changes and/or additions be handled through frequent communication, with the goal of providing the best possible service to the County and to the YCTA Transit System riders. These issues will be negotiated and documented through letters, memoranda of understanding, or if necessary, amendments to this Agreement.

Section 16. MAXIMUM OBLIGATION. 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,” provided, however, that the maximum amount of money to be paid by County to CONTRACTOR for all Services is under this Agreement (including fare revenue) is

\$ 515,731	April 1, through June 30, 2020.
\$3,051,822	July 1, 2020 through June 30, 2021.
\$3,105,586	July 1, 2021 through June 30, 2022.
\$3,115,730	July 1, 2022 through June 30, 2023.
\$3,249,123	July 1, 2023 through June 30, 2024
\$1,923,155	July 1, 2024 through January 31, 2025.

Section 17. PERMITS TO OPERATE. At its sole cost and expense, CONTRACTOR shall obtain any and all permits, licenses, certificates, or entitlement to operate as are now and hereafter required by any agency, specifically including the Oregon Department of Transportation, and local building, planning and business license department, to enable CONTRACTOR to perform this Agreement, and shall provide copies of all such entitlement to YCTA when received by CONTRACTOR. CONTRACTOR is liable for any taxes due as a result of this Agreement.

Section 18. INSURANCE. CONTRACTOR shall procure and maintain, at CONTRACTOR’S sole expense, at all times during the duration of this Agreement, the following kinds and forms of insurance, which shall include as an Additional Insured, YCTA and Yamhill County, its Elected Officials, Officers, Employees, Agents, from any and all claims for Bodily Injury, Death, or Property Damage, which may arise from CONTRACTOR’S operations under this Agreement. Other additionally insured certificates shall be provided as required, i.e. Oregon Department of Transportation, Federal Transit Administration, etc.

- a. Comprehensive General Liability Insurance. CONTRACTOR shall provide evidence of Comprehensive General Liability insurance, with an aggregate limit of \$3,000,000.00, combined single limit for any one occurrence. The insurance coverage shall include, but not be limited to, Premises and Operations, Products and Completed Operations, Sexual Abuse/Molestation, Personal and Advertising Injury Liability and Contractual Liability, which shall apply to the indemnity provisions contained in this Agreement.

- b. Vehicle Liability Coverage. CONTRACTOR shall provide Vehicle coverage with limits no less than \$5,000,000.00.
- c. Collision and Comprehensive. CONTRACTOR shall provide and maintain collision and comprehensive physical damage coverage on all revenue and non-revenue Vehicles used by CONTRACTOR or under CONTRACTOR'S care, custody or control. Coverage shall be in an amount acceptable to County but in no event less than replacement cost coverage that would be enough to replace damaged or totaled Vehicles with Vehicles of the same or similar functionality.
- d. Workers' Compensation Insurance. CONTRACTOR shall procure and maintain Worker's Compensation coverage and Employers Liability coverage in accordance with the laws of the State of Oregon. Minimum coverage limit for Employers Liability shall be \$1,000,000.00. CONTRACTOR shall also provide County with evidence of insurance for any and all subcontractors that CONTRACTOR may employ regarding this Agreement.
- e. Evidence of Insurance. CONTRACTOR shall provide County with updated Certificate(s) of Insurance evidencing the required coverages. Certificates and evidence of insurance shall also provide the following:
 - 1. Minimum thirty (30) days written notice of policy or coverage cancellation, or material alteration or reduction in coverages or coverage limits.
 - 2. CONTRACTOR'S insurance carrier(s) shall be liable for the full amount of any loss or claim for which CONTRACTOR is liable, up to and including the total limit of liability, without right of contribution from any other insurance which may be in effect for the benefit of County.
 - 3. The insurance policies shall be written by an insurance company or companies authorized to conduct business in the State of Oregon and acceptable to County. All insurance carriers shall carry a Best Rating of "A" or better.
 - 4. Any liability arising on behalf of CONTRACTOR with regard to this Agreement is not limited by the insurance requirements listed above.
- f. Miscellaneous.
 - 1. CONTRACTOR shall provide County and YCTA Transit Manager copies of completed accident reports within seven days after an accident.
 - 2. CONTRACTOR shall notify law enforcement officers, the County and the YCTA Transit Manager of any Vehicle accident, missing, vandalized or stolen Vehicles or equipment or incidents involving the Vehicle and any operations that might result in a claim within 24 hours of discovery. Incident reports shall include date, time and employee narrative along with name, address, and phone contract of all parties involved.

Section 19. INDEMNIFICATION. CONTRACTOR shall take all responsibility for the work and Services, shall bear all losses and damages directly or indirectly resulting to CONTRACTOR, to any subcontractor, to County, to County officers and employees, to YCTA, or to parties designated by County or YCTA, on account of the performance of Services or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of CONTRACTOR or of any subcontractor. CONTRACTOR shall indemnify, defend and hold harmless Yamhill County, its officers, officials, directors, employees and agents and YCTA from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of CONTRACTOR under the terms of this Agreement. This paragraph shall not be considered to exempt County, its employees and officers or YCTA from loss caused solely by the negligence of County or YCTA or from its own fraud, willful injury or violation of law whether willful or negligent. By execution of this Agreement, CONTRACTOR acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve CONTRACTOR or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify County and YCTA as set forth herein.

CONTRACTOR shall indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State of Oregon shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State of Oregon, be indemnified by CONTRACTOR or any of its subcontractors from and against any and all claims.

Neither CONTRACTOR nor any of its subcontractors, nor any attorney engaged by CONTRACTOR or any of its subcontractors shall defend any claim in the name of the State of Oregon 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 of Oregon may at any time at its election, assume its own defense and settlement in the event that it determined that CONTRACTOR or any of its subcontractors are prohibited from defending the State of Oregon, or that they not adequately defending the State of Oregon's interests, or that in important government principle is at issue or that it is in the best interests of the State of Oregon to do so.

Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County agrees to indemnify, hold harmless and defend CONTRACTOR, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by County or YCTA'S gross negligence in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of CONTRACTOR, its agents or employees.

Section 20. CONTRACTOR'S WAIVER OF COMPETITION CLAIMS. CONTRACTOR understands that the award of this Agreement and subsequent rendition of the Services called for by these documents shall in no manner be construed so as to place CONTRACTOR in a position to be entitled to the benefits afforded to private transit operations under Section 3 (e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602 (e), as amended, or any other comparable provision of federal or state law (or under any regulations promulgated there under), as they now exist or hereinafter may be amended. CONTRACTOR hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

Section 21. WAIVER OF CONDITIONS; REMEDIES. The waiver of any provision, term, or condition in these Agreement documents by County on any particular occasion shall not constitute a general waiver of said provision, term or condition, nor a release from CONTRACTOR'S obligation to otherwise perform or observe such condition or any other term or condition of the Agreement. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Section 22. GOVERNING LAW; SETTLEMENT OF DISPUTES. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon. If a dispute arises with respect to this Agreement, the dispute shall be resolved in accordance with the following process:

- a. The parties first shall submit to mediation of the dispute to be conducted by a mutually acceptable mediator in the State of Oregon. If the parties cannot agree on a mediator, they shall request a mediator to be appointed by the U.S. Mediation and Arbitration service, or its successor, in Portland, Oregon. The mediator's charges and expenses shall be borne equally by the parties. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.
- b. If the dispute is not resolved in mediation, the parties shall then submit the dispute to binding arbitration in the State of Oregon. The decision of the arbitrator shall be final and binding on the parties. The party that does not prevail, as determined by the arbitrator, shall pay the arbitrator's fees and expenses in arbitration. All other expenses, including attorney fees and costs, shall be borne exclusively by the party requiring the service or for which payment is to be made.

Section 23. ATTORNEY FEES. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 24. SEVERABILITY. In the event any provisions of the Agreement are declared or determined to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

Section 25. ENTIRE AGREEMENT; CERTIFICATION OF READING AND UNDERSTANDING OF DOCUMENTS. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties. The CONTRACTOR certifies it has read and fully understands all Agreement documents including the RFP and terms and conditions. The CONTRACTOR understands and acknowledges that in signing this Agreement the CONTRACTOR waives all rights to plead any misunderstandings regarding the same.

Section 26. ORDER OF PRECEDENCE. The order of precedence between the Agreement documents shall be (1) this Agreement, including Exhibits (except Exhibit B, the RFP) (2) the RFP and (3) CONTRACTOR's Proposal. Written modifications and amendments signed by both parties shall take precedence over the effected sections of the documents listed above. Whenever any conflict appears in any portion of this Agreement, it shall be resolved by application of this order of precedence.

Section 27. COUNTERPARTS. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

Section 28. EXHIBITS AND RECITALS. All exhibits referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

Section 29. DEFINITIONS. Capitalized terms used but not defined here shall have the meaning ascribed to them under this Agreement.

Section 30. NOTICES. Either County or CONTRACTOR may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions. Any and all notices, writings, correspondence, or other communications required by this Agreement shall be directed to County and CONTRACTOR, respectively, as follows:

Yamhill County

Ken Huffer
County Administrator
Yamhill County
535 NE 5th Street
McMinnville, OR 97218

CONTRACTOR

Mark Elias
Region Vice President, Northwest
First Transit, Inc.
208 W 13th Street
Vancouver, WA 98660
Mobile: (360) 690-6534

With a copy to

First Transit, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attn: General Counsel's Office

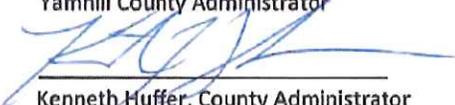
IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement the dates set forth below.

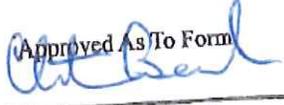
YAMHILL COUNTY :


Casey Kulla, Chdlr
Yamhill County BOC
Date: 3/31/2020

FIRST TRANSIT, INC.


Brad Thomas
First Transit, Inc./ President
Date: 3/31/20

Yamhill County Administrator

Kenneth Huffer, County Administrator

Approved As/To Form

by _____
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners BE
3/19/2020 by Board Order
20-96