

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

Special Transportation Funds
ODOT Grant Agreement No. 30582

PARTIES:

1. Yamhill County Transit Area (YCTA)
2. Oregon Mennonite Residential Services (OMRS)

RECITALS:

1. Pursuant to ORS Chapter 391, YCTA is designated to distribute to "providers of transportation", as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (ODOT), Public Transit Section (Section), Oregon Transportation Network Special Transportation Funds (STF) for the purposes set forth at ORS 391.830(4). A project proposal for STF funding for Provider's elderly and disabled transportation project ("Project") has been approved by the Oregon Transportation Commission and ODOT in the maximum amount of \$8,000 Operating and \$10,744 Preventative Maintenance under the terms and conditions of the ODOT Grant Agreement No. 30582 ("Grant Agreement"). Notwithstanding any term or provision of the Grant Agreement, the maximum amount of STF funds to be disbursed to Provider under this Agreement shall not exceed \$18,744. \$8000 in STF funds will be disbursed to the Provider from the County and \$10,744 preventive maintenance 5310 funds will be disbursed directly the Provider from ODOT Rail and Public Transit Division.
2. Pursuant to OAR 732-005-0061, YCTA and Provider enter into this Agreement for the sole purpose of disbursing the approved STF funds to Provider for Provider's accomplishment of the Project.

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

1. General

Provider agrees to execute the Project subject to and in accordance with the terms of this Agreement including the terms and conditions of the Grant Agreement, ORS 391.800 through 391.830, and the provisions of OAR Chapter 732 Divisions 5 and 15 as may be amended, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Provider under this Agreement are set forth in Exhibit A: Specific Agreement Provisions; Exhibit B: Approved STF Project Application and Scope of Work; Exhibit C: Reporting Requirements and Exhibit D: Insurance Requirements which are incorporated into and made part of this Agreement. Subject to funding limitations set forth in Paragraph 5 "Funding" (\$18,744), the Project to be performed is set forth in Exhibit B to this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following precedence: This Agreement Form, Exhibit A; Exhibit B; Exhibit C and Exhibit D. This Agreement is subject to any agreements between ODOT and YCTA regarding the disbursement of STF Funds, and shall be amended to incorporate those changes.

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

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

2. Withholding of Funds

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

3. Discrimination Prohibited/Compliance with Laws

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

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

4. Independent Contractor/Indemnification

(A) Provider is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings. Provider shall have sole control and supervision over the manner in which the Project is performed, subject only to consistency with the terms of this Agreement, and shall be responsible for determining the appropriate means and manner of executing the Project. Neither Provider, nor its officers, directors, employees, subcontractors or volunteers, shall

Project is performed, subject only to consistency with the terms of this Agreement, and shall be responsible for determining the appropriate means and manner of executing the Project. Neither Provider, nor its officers, directors, employees, subcontractors or volunteers, shall hold themselves out either explicitly or implicitly as officers, employees or agents of YCTA for any purpose whatsoever. Nothing in this agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

- (B) To the fullest extent permitted by law, Provider agrees to fully indemnify, hold harmless and defend, YCTA, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising out of the activities of Provider, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

5. Funding

After execution of this Agreement and receipt by YCTA of STF funds from the Section, YCTA will disburse to Provider STF funds in the approved amounts in accordance with the terms of this Agreement. All STF funds shall be expended by Provider no later than June 30, 2017. Notwithstanding any other provision of this Agreement, the maximum amount of STF funds to be disbursed to Provider shall be \$18,744. (\$8000 County and \$10,744 directly from ODOT)

6. Term

This Agreement shall be in effect from July 1, 2015 through June 30, 2017, unless the Agreement is terminated earlier as provided in this Agreement.

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

7. Communications

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

YCTA:

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

OMRS:

Deana Arens
325 Elmwood
McMinnville, OR 97128
Telephone: 503-474-1213
Fax: 503-474-1145
deana@omrs-dd.org

8. Assignment/Subcontracts

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

9. Mediation

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

10. Entire Agreement/Authority

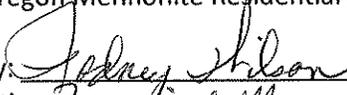
This Agreement and Exhibits A, B, C and D constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms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

If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be

construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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

Provider:
Oregon Mennonite Residential Services

By: 
Title: Financial Manager
Address: 325 SW FLINWOOD AVE
McMinnville, OR 97128
Phone/FAX: 503-474-1213 / 503 474 1145

Yamhill County Transit Area:
By: 
Title: Chair, Board of Commissioners
Address: 434 NE Evans St
McMinnville, OR 97128
Phone/FAX: 503 434 7501 / 503 434 7553

Accepted by Yamhill County
Board of Commissioners on
3-9-17 by Board Order
17-71

Exhibit A
Specific Agreement Provisions

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

1. **Project.** The STF funds disbursed to Provider shall be used solely for accomplishment of the Project as set forth in this Agreement.
2. **Progress Reports.** Provider shall submit quarterly reports to YCTA for the \$8000 STF funds. Provider shall submit quarterly reports directly through ODOT's OPTIS program for \$10,744 5310 funds. The County quarterly reports are due within 15 days following the end of each quarter, or as otherwise directed by YCTA. Reporting periods are July through September (Report required 10/15/2017), October through December (Report required 1/15/2017), January through March (Report required 4/15/2017) and April through June. (Report required 7/1/2017) Reports must be in a format acceptable to YCTA (Exhibit C) Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. YCTA reserves the right to request such additional information as may be necessary to comply with Federal, State or YCTA reporting requirements.

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

3. Disbursement and Recovery of Grant Funds.

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

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

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

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

5. Records Maintenance and Access, Audit.

- (a) **Records, Access to Records and Facilities.** Provider shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and State standards for audits of municipal corporations, non-profit and for profit organizations as applicable. Provider shall require that each of its subrecipients and subcontractors complies with these requirements (if applicable). State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), YCTA and their duly authorized representatives shall have access to the books, documents, papers and records of the Provider that are directly related to this

Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary of State, USDOT, FTA, YCTA and their duly authorized representatives may take and retain excerpts, copies and transcriptions of the foregoing books, documents, papers and records. Provider shall permit authorized representatives of YCTA, State, the Secretary of State, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by the Provider as part of the Project, and any transportation services rendered by the Provider.

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

6. Provider Subagreements and Other Requirements

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

Provider that is not a unit of a local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless State, and its officers, employees and agents

from and against any and all claims, actions, liabilities, damages, losses or expenses, including attorney's fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of Provider's officers, agents, employees or subcontractors ("Claims"). It is the specific intention that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the Provider from and against any and all Claims.

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

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

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

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

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

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

7. Vehicle/Operator Requirements

Provider shall ensure that all drivers of equipment have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Provider shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

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

8. Termination/Suspension

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

9. General Provisions

- (a) **Responsibility for Grant Funds.** In addition to any other remedies available to YCTA as provided by law or under this Agreement, any Provider receiving STF Funds, pursuant to this Agreement shall assume sole liability for that Provider's breach of conditions of this Agreement, and shall, upon Provider's breach of conditions that requires YCTA to return funds to the State, hold harmless and indemnify YCTA for an amount equal to the funds received under this Agreement; or if state or federal law limitations apply to the indemnification ability of the Provider of STF Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- (b) **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- (c) **Duplicate Payment.** Provider is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, YCTA or any other party, organization or individual.
- (d) **No Third Party Beneficiaries.** YCTA and Provider are the only Parties to this Agreement and the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- (e) **Notices.** Except as otherwise expressly provided in this Agreement, any communications between Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Provider's Project Manager or YCTA's Transit Manager at the address or number set forth in Paragraph 7. Communications of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against YCTA, such facsimile transmission must be confirmed by telephone notice to YCTA Transit Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- (f) **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between YCTA and Provider that arises from or relates to this Agreement shall be brought and conducted

solely and exclusively within the Yamhill County Circuit Court in the State of Oregon. In no event shall this section be construed as a waiver by YCTA or by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United State or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- (g) **Compliance with Law.** Provider shall comply with all federal, State, local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Provider expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- (h) **Insurance; Workers' Compensation.** All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Provider shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Provider shall indemnify and hold YCTA harmless including reasonable attorney's fees for breach of this provision.

Exhibit B: STF Project – Application and Scope of Work

RECEIVED
MAR 11 2015
YAMHILL COUNTY BOC

Special Transportation Fund
Formula Program Application for FY 2015-2016

Cover Sheet

STF Agency: Oregon Mennonite Residential Services

Contact Person: Deana Arens

Signature:  _____

Mailing Address: 325 SW Elmwood, McMinnville, OR 97128

Phone: 503 474-1213 Fax: 503 474-1145 Email: deana@omrs-dd.org

Application prepared by: Karen Litwiller, Executive director

Organization: OMRS

Phone: 541 812-7735 Fax: 541 917-1349 Email: karen@omrs-dd.org

Project Description (Include the project type, amount of funds requested, and any unique features of the project) The Project Description is attached.

Service Area:

Fares:

Days and Hours of Service:

Cost per Ride:

Oregon Mennonite Residential Services

Program Description: Oregon Mennonite Residential Services is requesting \$10,000 in the 2015-16 fiscal year to assist with the cost of providing transportation to the individuals who live in our Yamhill County group homes.

Service Area: The residents OMRS transports live in our ten Yamhill County residential programs. A portion of our transportation takes us outside Yamhill County as residents are sometimes taken to Portland and / or Salem for medical appointments. Vocational transportation is within Yamhill County.

Passengers Served: Each of the group homes has its own vehicle(s) as the expectation is that the residents in the group homes will be provided transportation as needed.

Staff members from the group homes serve as drivers and accompany the residents as needed. The use of OMRS staff as drivers assures that the needs of the residents will be addressed by trained personnel who know them well. Due to severe medical and/or behavioral challenges, the majority of our residents are not community safe and present challenges that public transportation providers are unable to accommodate. One resident does use public transportation on a regular basis.

OMRS has at various times transported to vocational programs individuals who are not clients of OMRS. This arrangement is feasible as long as the other individual is going to the same place at the same time as one of our residents and requires minimal supervision during the trip. This limitation exists because our staff members retain support responsibilities for our residents during transport, and OMRS is not funded for additional driver time to transport other individuals.

We are very willing to share our vehicles to accommodate the occasional needs of other providers, but we are unable to provide a driver with the vehicle due to the limitations noted above.

Equipment: OMRS operates 12 vehicles in Yamhill County: ten vans, of which four are wheelchair accessible, and two sedans. One accessible van was new in 2014. All of the other vehicles are in fair or poor condition. Transportation is provided by staff members in their own vehicles when scheduling conflicts occur around the use of the house vehicle.

Days and Hours: In addition to transporting 20 individuals to their day programs, OMRS transports all of our residents to medical appointments, activities, shopping, etc. The expectation is that a vehicle be available to the group home 24 hrs, seven days per week. We do make efforts to be efficient with the use of vehicles by sharing as we are able.

Cost per Ride and Fares: The cost per STF ride this year, based on the \$3000 OMRS was awarded for 2014-15, is 13 cents. No additional fare can be charged to our residents.

Funding Allocation to Recipient FY 2015-16.

Recipient: Oregon Mennonite Residential Services, Inc

If a portion of the STF is proposed to be used for match to another grant program, identify the grant, the purpose and amount of the grant and the amount of STF to be used for match. Common examples include FTA Section 5311 (rural general public) operating grants and vehicle grants. Be as specific as possible..

Operating Allocation \$10,000	Brief narrative description of how these funds will be used:
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	STF funds are used for expenses incurred in
Operations funds will: <input checked="" type="checkbox"/> Maintain Service	operating the vehicles for our Yamhill County homes.
<input type="checkbox"/> Expand Existing Service	Our residents' medical and behavioral issues
<input type="checkbox"/> Create New Service	prevent the majority of them from using public
<input type="checkbox"/> Other: _____	transportation. OMRS is responsible to assure
<input type="checkbox"/> For match?	that persons served are able to access medical
	transport and participate in the community. OMRS
	developed an additional home in Mac in 2014.

Capital Allocation \$ _____	<input type="checkbox"/> Purchase vehicle.
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Purchase other capital item, identify:
Capital funds will: <input type="checkbox"/> Maintain Service	_____
<input type="checkbox"/> Expand Existing Service	Brief narrative description:
<input type="checkbox"/> Create New Service	Funding for buying vehicles would be very
<input type="checkbox"/> Other: _____	helpful, but it is our understanding that ODOT no
<input type="checkbox"/> For match?	longer assists with the purchase of vehicles that are
	not available for use by the general public.

Planning Allocation \$ _____	Describe the plan:
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Planning funds will: <input type="checkbox"/> Maintain Service	Expected product:
<input type="checkbox"/> Expand Existing Service	
<input type="checkbox"/> Create New Service	Start Date:
<input type="checkbox"/> Other: _____	Completion Date:
<input type="checkbox"/> For match?	

Funding Allocation to Recipient FY 2016-17.

Recipient: Oregon Mennonite Residential Services, Inc

If a portion of the STF is proposed to be used for match to another grant program, identify the grant, the purpose and amount of the grant and the amount of STF to be used for match. Common examples include FTA Section 5311 (rural general public) operating grants and vehicle grants. Be as specific as possible.

Operating Allocation \$10,000	Brief narrative description of how these funds will be used:
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	STF funds are used for expenses incurred in the operations of vehicles for our Yamhill County homes. Our residents' medical and behavioral challenges prevent the majority of them from using public transportation. OMRS is responsible to assure that persons served are able to access medical transport and are able to participate in the larger community.
Operations funds will: <input checked="" type="checkbox"/> Maintain Service	
<input type="checkbox"/> Expand Existing Service	
<input type="checkbox"/> Create New Service	
<input type="checkbox"/> Other: _____	
<input type="checkbox"/> For match?	

Capital Allocation \$ _____	<input type="checkbox"/> Purchase vehicle.
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Purchase other capital item, identify: _____
Capital funds will: <input type="checkbox"/> Maintain Service	Brief narrative description:
<input type="checkbox"/> Expand Existing Service	If ODOT should change it's position on the purchase of vehicles for providers who do client transport only, OMRS would be very interested in capital funds.
<input type="checkbox"/> Create New Service	
<input type="checkbox"/> Other: _____	
<input type="checkbox"/> For match?	

Planning Allocation \$ _____	Describe the plan:
Are these funds from the reserve account? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Planning funds will: <input type="checkbox"/> Maintain Service	Expected product:
<input type="checkbox"/> Expand Existing Service	
<input type="checkbox"/> Create New Service	Start Date:
<input type="checkbox"/> Other: _____	Completion Date:
<input type="checkbox"/> For match?	

**TRANSPORTATION BUDGET
FISCAL YEAR 2015/16 and 2016/17**

Revenue		
	Fiscal Year 2015/16	Fiscal Year 2016/17
Program/Client Fees	30,420	30,420
STF Capital Request		
STF Operational Request	10,000	10,000
5310 Preventative Maint Grant	6,000	6,000
Other		
Total	46,420	46,420
Expenditures		
Personnel (includes wages & benefits)		
Professional Services		
Supplies		
Training		
Vehicle Operating Costs	32,040	33,640
Vehicle Maintenance Costs	23,320	25,000
Total	55,360	58,640

STF Capital Request	\$	\$
STF Planning Request	\$	\$
STF Operational Request	\$ 10,000	\$ 10,000
Total STF Request	\$ 10,000	\$ 10,000

OMRS is requesting \$10,000 for this coming fiscal year. This is more than we have requested for several years, but the amount more accurately reflects the costs we incur with the increased transportation we are providing. Last year, OMRS was transporting three of our residents to their day programs at Mid Valley. This year, we are transporting 14 people from our residential program to Mid Valley's day programs. In addition, we transport six residents to another day program. We did not include personnel expenses in this budget. Though we do have increased staff during transport times, our direct support staff serve as drivers. As everyone knows, accessible vehicles are very costly. OMRS has begun replacing vehicles that several years ago were purchased with ODOT's assistance, assistance that is no longer available to us.

OMRS understands there are more needs than there is funding. We appreciate whatever seems an equitable distribution of the available funds. Thank you.

RECEIVED

MAR 12 2015



OREGON MENNONITE RESIDENTIAL SERVICES, INC.

YAMHILL COUNTY BOC

OFFICES

325 SW Elmwood
McMinnville, OR 97128

Phone: 503 474-1213
Fax: 503 474- 1145

5353 Columbus SE
Albany, OR 97322

Phone: 541 812-7735
Fax: 541 917-1349
E-mail: karen@omrs-dd.org

March 16, 2015

Cynthia Thompson
Yamhill County Transit Area
McMinnville, OR 97128

Dear Cynthia:

Enclosed is OMRS' application for 5310 Preventive Maintenance funding for the upcoming biennium. We very much appreciate this funding. All except one of our 12 vehicles are in fair or poor condition, but we are doing our best to keep these vehicles on the road.

As I mentioned to you, in Linn County it is suggested that we request \$3000 (net) per vehicle for the biennium for our sized vehicles. So hopefully asking for \$1000 for each vehicle in Yamhill County is a reasonable request. If Yamhill County determines there would be value in offering guidelines for all the providers, OMRS is happy to be in line with those recommendations.

Thank you very much for considering us for transportation funding from Yamhill County.

Sincerely,

A handwritten signature in cursive script that reads "Karen".

Karen Litwiller



FTA Section 5310 Application for Funding
Enhanced Mobility of Seniors & Individuals with Disabilities

Applicant Information

I am the STF Agency: <input type="radio"/> Yes <input checked="" type="radio"/> No		STF Agency Name	
		Yamhill County	
Agency Name		Federal EIN	
Oregon Mennonite Residential Services, Inc		930916864	
Agency Name (DBA)		Urbanized Zone	
OMRS		Oregon	
Mailing Address (Street or PO Box)	City	State	Zip Code
325 SW Elmwood	McMinnville	OR	97322
Contact Person: First Name	Last Name	Contact Person Phone No.	
Deana	Arens	503 474-1213	
Title	Fax No.		
Residential Support Coordinator	5034741145		
E-mail Address	Web Address		
deana@omrs-dd.org	www.omrs-dd.org		

Section 5310 Application for Funding

1. Recipient agency status:

2. Service Area

- Urbanized Area (UZA) or Large Urban areas with population of 200,000 or more
- Small Urban areas with population of 50,000 – 199,999
- Non-urbanized/Rural (50,000 people or less)

3. Transportation provider's service type (select all that apply to your agency):

- | | |
|--|---|
| <input type="checkbox"/> Open to the general public at all times | <input type="checkbox"/> Fixed Route Service |
| <input type="checkbox"/> Open to the general public on a space-available basis | <input type="checkbox"/> Deviated Route Service |
| <input checked="" type="checkbox"/> Open to seniors and persons with disabilities only | <input checked="" type="checkbox"/> Demand Response |
| <input checked="" type="checkbox"/> Limited to defined clientele (e.g. residential home) | <input type="checkbox"/> TDM Services |
| <input type="checkbox"/> Other | |

Project Selection

Please check as many project types below for which you wish to complete an application, then click the "Create My Application" button below.

- A. Purchase Service
- B. Mobility Management Project
- C. Replacement Vehicles
- D. Service Expansion & Right-sizing vehicles
- E. Capitalized vehicle Preventive Maintenance
- F. Equipment
- G. Signs & Other Amenities
- H. Passenger Shelters
- I. Facilities (bus barns & other buildings)

Section 5310 Application for Funding

E. Capitalized Vehicle Preventive Maintenance

1. Number of vehicles included in this preventive maintenance project: 12

2. Project is included in the adopted Coordinated Plan:

Page: 46, 53

Date plan adopted: 9/30/07

3. Describe how this project coordinates with other services to provide services to seniors and persons with disabilities:

OMRS provides transportation to day programs, shopping, medical appointments, and community integration opportunities for the individuals with intellectual and developmental disabilities who live in our residential programs. Our ten Yamhill County programs coordinate as they are able to be most efficient with the use of our vehicles. For most of the individuals OMRS serves, medical and/or behavioral challenges prevent them from being able to safely participate in public transportation.

4. Vehicle Preventive Maintenance plan attached?

Yes No

A current PM Plan reflecting current fleet policies, procedures, and vehicle & lift equipment manufacturers' recommended maintenance schedules is required.

5. Project Cost and Match

a. Total Project Cost	\$13,374
b. Match Amount (Total Cost x 10.27%)	\$1,374
c. Total Project Cost (Total Cost – Match Amount)	\$12,000

6. Source of Match funds:

OMRS service revenue

7. Is this project part of a group of activities or projects that are dependent on each other (for example, bus washing station dependent on facility)?

Yes No

Section 5310 Application for Funding

OMRS' Yamhill County Vehicles
March 2015

Third Street
2001 Ford E-250 Van
Vin# 1FTNS24L81HA05840
Capacity: 8+1
Current Odometer: 104,274
License Plate: 325-GHL
Condition: Fair

South Side
2006 Ford E-350 Van
Vin# 1FBNE31L26DB32359
Capacity: 12
Current Odometer: 136,801
License Plate: 793-DNG
Condition: Poor

South Side Lift Van
2014 Dodge Caravan
Vin# 2C4RDGBG7ER360782
Capacity: 5
Current Odometer: 3,058
License Plate: 955-GXW
Condition: Excellent

Charles Street
2003 Ford E-350 Van
Vin# 1FBSF31153HA21787
Capacity: 12
Current Odometer:
License Plate: ZGG-438
Condition: Poor

James Street Lift Van
2001 Ford E-350 Van
Vin# 1FTBSS31L01HB43549
Capacity: 8+2
Current Odometer: 219,857
License Plate: YQC-504
Condition: Poor

James Street Car
1999 Mazda 626 Sedan
Vin# 1YVGF22DoX5811345
Capacity: 5
Current Odometer: 141,282
License Plate: 027-EBB
Condition: Poor

Meadows
2009 Ford EC3/BU Van
Vin# 1FBNE31L89DA22601
Capacity: 12
Current Odometer: 59,274
License Plate: 701-ETR
Condition: Fair

18th Street East
2008 Ford Focus
Vin#: 1FAHP35N68W126107
Capacity: 5
Current Odometer: 112,893
License Plate: 272-HAW
Condition: Fair

18th Street West
2007 Ford Freestar Minivan
Vin# 2FMZA522X7BA02293
Capacity: 7
Current Odometer: 63,000
License Plate:
Condition: Fair

20th Street
2006 Ford Freestar Minivan
Vin# 2FMZA51686BA51751
Capacity: 8
Current Odometer: 51,772
License Plate: 412-CNM
Condition: Fair

Cypress Street
2005 Ford E-150 Van
Vin# 1FMRE11L65HA82148
Capacity: 8+1
Current Odometer: 50,216
License Plate: 639-CHU
Condition: Fair

Nice House
2006 Ford Freestar
Vin# 2FMZA52226BA42916
Capacity: 7
Current Odometer: 108,134
License Plate: 889-CMA
Condition: Fair

OREGON MENNONITE RESIDENTIAL SERVICES (OMRS)
Vehicle Preventive Maintenance
April 2013

Policy: OMRS will maintain its vehicles in a state of good repair to maximize travel safety for residents and staff.

Purpose: To provide safe, well-maintained vehicles for resident and staff transport and to comply with FTA requirements to maintain federally-funded vehicles in a state of good repair through preventive maintenance.

Procedures:

1. Monthly transportation reports are submitted by Program Managers to the administrative office.
2. OMRS' Facilities / Finance Manager shall develop a maintenance schedule for each type of vehicle owned by OMRS based on manufacturers' recommended service intervals, monitor mileage for each vehicle, and notify Program Managers when preventive maintenance is required. The maintenance schedule will include regular inspections of the lifts where applicable. The Program Managers are responsible for ensuring vehicles are taken for servicing when notified.
3. Invoices for servicing vehicles will be sent to the main office for payment.
4. The Facilities / Finance Manager will maintain a folder for each vehicle documenting dates and services performed on each individual vehicle and copies of all invoices and other relevant paperwork.
5. Annual safety inspections will be performed. The Facilities/Finance Manager will be responsible for tracking when the annual inspections are due. Program Managers are responsible to schedule the inspections.
6. A simple drivers' inspection checklist shall be provided for OMRS drivers to do a quick walk-around vehicle check prior to commencing the week's transportation service. Documentation will be completed and will be reviewed regularly by the Facilities/Finance Manager or his/her designee.
7. Any maintenance issues or potentially unsafe conditions observed by the driver or other staff shall be reported to the Program Manager, the F/F Manger, or an on call designee. A determination will then be made if the vehicle is safe to continue operation or needs to be serviced immediately.
9. A process is in place for drivers to report and document vehicle accidents. Drivers are provided guidance on required actions in the event of an accident, including guidance related to making statements to law enforcement officers and insurance representatives.

2002 Ford 8 pass w/c lift
VIN: 1FBSS31L02HA83404

Vehicle # 100 Van PM Schedule

YYT-379

PM Service	Service Interval	Service Complete	Next Service Due						
Check fluids, steering, horn, lights, mirrors, windshield, wipers, tires, seat belts, tie downs.	Daily pretrip inspection								
Wash Vehicle	As Needed								
Replace oil filter, perform regular PM tests and inspections	5,000								
Rotate tires, check brakes	15,000								
Inspect exhaust system & heat shields	30,000								
Inspect coolant system & hoses	30,000								
Inspect & lubricate steering linkage, ball joints, suspension, drive shaft, u-joints	75,000								
Change transmission fluid and filter	100,000								
Complete Gas engine tune up	150,000								
Annual Safety Inspection	yearly								
WCL Maintenance	6 Months								

Current mileage

1/1/15 149,350

Regular PC tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment: fire extinguishers, etc. Test starter operation, electric horn, radio and speakers operation, inspect windshield & mirrors. Test wipers, washers & wiper blades. Test park brake operation, inspect brake pads/shoes/rotors/drums, brake lines & hoses, test operation of all windows, test A/C & heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line u-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud. Check power steering fluid and brake fluid levels. Fill windshield washer reservoir. Inspect and lubricate wheel chair lift per manufacturers recommendation.

2001 Ford 12 pass
VIN: 1FBSS31L41HA09384

Vehicle # 200 Van PM Schedule

YBA-825

PM Service	Service Interval	Service Complete	Next Service Due						
Check fluids, steering, horn, lights, mirrors, windshield, wipers, tires, seat belts, tie downs.	Daily pretrip inspection								
Wash Vehicle	As Needed								
Replace oil filter, perform regular PM tests and inspections	5,000								
Rotate tires, check brakes	15,000								
Inspect exhaust system & heat shields	30,000								
Inspect coolant system & hoses	30,000								
Inspect & lubricate steering linkage, ball joints, suspension, drive shaft, u-joints	75,000								
Change transmission fluid and filter	100,000								
Complete Gas engine tune up	150,000								
Annual Safety Inspection	yearly								
Current mileage	17715	158,308							

Regular PC tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment: fire extinguishers, etc. Test starter operation, electric horn, radio and speakers operation, inspect windshield & mirrors. Test wipers, washers & wiper blades. Test park brake operation, inspect brake pads/shoes/rotors/drums, brake lines & hoses, test operation of all windows, test A/C & heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line u-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud. check power steering fluid and brake fluid levels. Fill windshield washer reservoir. Inspect and lubricate wheel chair lift per manufacturers recommendation.

2008 Chevy Uplander
VIN: 1GNDV23W18D108329

Vehicle # 1300 Van PM Schedule

985-EGR

PM Service	Service Interval	Service Complete	Next Service Due								
Check fluids, steering, horn, lights, mirrors, windshield, wipers, tires, seat belts, tie downs.	Daily pretrip inspection										
Wash Vehicle	As Needed										
Replace oil filter, perform regular PM tests and inspections	5,000										
Rotate tires, check brakes	15,000										
Inspect exhaust system & heat shields	30,000										
Inspect coolant system & hoses	30,000										
Inspect & lubricate steering linkage, ball joints, suspension, drive shaft, u-joints	75,000										
Change transmission fluid and filter	100,000										
Complete Gas engine tune up	150,000										
Annual Safety inspection	yearly										

Current mileage 17715 158,308

Regular PC tests and inspections include the following: Test all lights, test seatbelt operation and inspect seat condition, check all safety equipment: fire extinguishers, etc. Test starter operation, electric horn, radio and speakers operation, inspect windshield & mirrors. Test wipers, washers & wiper blades. Test park brake operation, inspect brake pads/shoes/rotors/drums, brake lines & hoses, test operation of all windows, test A/C & heater operation, test transmission shift control, check exhaust system, lube entire unit, check drive line u-joints, check coolant level and freeze point, check belt and tensioner, check fan and shroud. Check power steering fluid and brake fluid levels. Fill windshield washer reservoir. Inspect and lubricate wheel chair lift per manufacturers recommendation.

Monthly vehicle safety inspection

Vehicle: _____ License plate # _____ Month: _____

Item inspected	Working properly	Needs improvement or replacement
Oil Level		
Radiator coolant level		
Windshield washer fluid		
Horn		
Head lights (high and low beam)		
Tail lights		
Brake lights		
Back up lights		
Turn signals		
Emergency flashers		
License plate light		
Seat belts		
Tire pressure (high, low or ok)		
Registration/ insurance information available		
Fire extinguisher (secured)		
Heater/ AC		
First aid kit		
Interior cleanliness		
<p>Comments:</p> <p>Staff signature: _____ Date: _____</p>		

OMRS Weekly Vehicle Walk-Around Inspection

Every Monday the first person to drive the vehicle will do a walk around inspection of the items on this list noting it under the correct week number and putting their initials in the box.

Any maintenance issues or potentially unsafe conditions observed by the driver or other staff shall be reported to the Program Manager, the Facilities/Finance Manager, or an on call designee. A determination will then be made if the vehicle is safe to continue operation or needs to be serviced immediately. Program Manager is responsible for scheduling repairs and maintenance to be completed in a timely manner.

Items to be Inspected	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	
All exterior vehicle lights in good working condition																											
Tire condition (check for inflation, tread depth, sidewall damage, objects in tread)																											
Check for any sign of a leak on the ground under the vehicle																											
Body, glass, mirrors (check for damage, mirrors well-secured)																											
Wheelchair lift operation (unlock doors, cycle lift once before service)																											
Check for needed oil change																											

Date	Issue(s) Reported to PM, F/F manager or On Call Designee	Date	Issue(s) Reported to PM, F/F manager or On Call Designee

EXHIBIT C – Quarterly Reimbursement Form
 (Must be submitted to YCTA on or before
 Jan 15, 2017; April 15, 2017, August 15, 2017, October 15, 2017)

**YAMHILL COUNTY SPECIAL TRANSPORTATION FUND
 2015-2017 QUARTERLY REIMBURSEMENT REQUEST**

SUBPROVIDER NAME: **OREGON MENNONITE RESIDENTIAL SERVICES (OMRS)**

Name: Oregon Mennonite Residential Services (OMRS)
 Address: 325 Elmwood Street
 McMinnville, OR 97128

Board Order # XXXX
 2015-17 Total STF Formula Allocation: XXXX
 Total Preventive Maintenance Allocation: XXXX
 Quarterly STF Allocation: XXXX
 Quarterly PM Allocation: XXXX
 Quarterly Request Not to Exceed: XXXX

Email: Deana@omrs-dd.org
 Telephone: 503-474-1213

Period of Incurred Expenses: Quarter X:

Budget Item	STF 2015-2017 Budget	STF Costs this Quarter	STF Costs to date
Personal Services (Salaries)	\$		
Materials and Services	\$		
Contract Services	\$		
Preventive Maintenance (fuel, tires, oil, maint. Etc.)	\$		
Insurance	\$		
Other (please specify):	\$		
Total			

Reimbursement Requested \$ _____

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

STF Cost per STF Ride \$ _____

<u>Quarterly Ride Statistics</u>
Total passenger one-way rides: _____
Senior and disabled one-way rides: _____
Revenue service hours : _____
Revenue service miles : _____

 Signature, Name, and Title of Authorized Agency Representative Date

Cynthia Thompson, Transit Manager/STF Coordinator Date

EXHIBIT D: Insurance Requirements

GENERAL

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

TYPES AND AMOUNTS.

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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