

WEB SITE DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the date signed by both parties (the "Effective Date") by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through the **Yamhill County Transit Area**, an ORS 451 public service district ("Client") and **237 Marketing and Web, LLC**, an Oregon limited liability company, with offices at 237 NE Ford Street Suite 7, McMinnville, OR 97128 ("Company").

WITNESSETH:

WHEREAS, Client desires to engage Company to develop, create, test, and deliver a web site ("Web Site") as a work made for hire; and

WHEREAS, Company is interested in undertaking such work and delivering such services; and both parties desire to set forth the applicable terms to such work; and services; and

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, Client and Company, intending to be legally bound, hereby agree as follows:

1. Term and Termination.

a. Term of Agreement. The term of this Agreement, unless sooner terminated pursuant to provisions set forth below, shall be from the Effective Date until completion of Services (as defined below) on or about December 30, 2022. Any termination of this Agreement shall not extinguish or prejudice Client's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Company's performance that has not been cured.

b. Termination of Agreement. This Agreement may be terminated by Client at its sole election upon thirty (30) days prior written notice to Company. Furthermore, Client may immediately terminate this Agreement in the event sufficient funds are not appropriated and/or received by Client. Upon such termination, all amounts owed to Company under this Agreement for completed and accepted work in accordance with the Scope of Work shall become due and payable. At such time, Company shall deliver all completed work to Client. If this Agreement is terminated by Client because of Company's default of its obligations hereunder, Client may, after thirty (30) days written notice to Company: (a) require Company to immediately deliver to Client all Work Product developed by Company under this Agreement and pay Company all amounts owed for the work performed under this Agreement and accepted by Client, whereupon Client shall have complete right, title and interest in such work and all rights, permissions and licenses granted to Client by Company under this Agreement shall continue, in perpetuity as royalty-free and fully paid rights; or (b) pursue all legal and equitable remedies against Company. If Company terminates this Agreement because of Client's default, after a thirty (30) day written notice to Client and a thirty (30) day opportunity to cure, Company may require: (a) Client to pay all amounts then due to Company under this Agreement for any work which has been completed and accepted by Client, whereupon Client shall have complete right, title and interest in such work and all rights and licenses granted to Client by Company under this Agreement shall survive as royalty free and fully paid-up; or (b) pursue all legal and equitable remedies against Client.

2. **Payment**. Client agrees to pay Company for the Services provided under this Agreement a not to exceed amount of \$50,000. This includes, (1) \$40,925 website development, (2) 15% contingency.

B.O. 20-434

Client shall make payment of \$13,505.25 upon notice to proceed, and \$13,505.25 at midpoint of project following receipt, review, and approval of an itemized statement of services. Client will make the final payment of remaining balance two weeks after the website is launched following receipt, review, and approval of an itemized statement of Services.

3. Scope of Services. Company agrees to perform the services ("Services") included in the Scope of Work attached as Exhibit A to this Agreement and incorporated herein by this reference.

4. Changes in Project Scope. If at any time following acceptance of the Scope of Work, Client should desire to change the specifications or other elements of the Scope of Work, Client shall submit to Company a written proposal specifying such changes. Company shall evaluate each such proposal and shall submit to Client a written response within five (5) working days following receipt thereof. Company's response shall include a statement of the availability of personnel and resources, as well as the effect the proposed changes will have on the price, delivery dates or warranty provisions of this Agreement. Any changes to the Scope of Work shall be evidenced by a "Scope of Work Amendment." The Scope of Work Amendment shall be signed by authorized representatives of Company and Client, and shall be deemed a part of this Agreement.

5. Delays. Company recognizes and agrees that failure to deliver the Web Site according to the Scope of Work's delivery schedule will result in expense and damage to Client. Company shall inform Client immediately of any anticipated delays in the delivery schedule and of the actions being taken to assure completion of the Web Site within such schedule. If any delivery date is missed, Client may, at its sole option, declare a default under this Agreement and may pursue all remedies set forth in the Termination of Agreement section of this Agreement; provided, however, that Client shall provide Company with fifteen (15) days to cure the delay prior to declaring a default. Client may not declare a default hereunder if such delay is caused by any action or failure to act of Client. The Company cannot be held in default of this Agreement in case of delays on the part of the Client. In such case, the Company will provide the Client with written notice that such a delay has occurred. Work on the Web Site shall not resume until the reason for the delay has been resolved by the Client and notice of its resolution has been provided to the Company. The project managers for this project are shown below. If there is a change to the project manager assigned to the project, the Client and/or Company making the change will notify the other party, fifteen (15) days prior to the change.

Client Project Manager: Cynthia Thompson
thompsonc@co.yamhill.or.us
Office: 503-474-4910
Mobile: 503-995-7965
www.ycbus.org

Company Project Manager: Krista McCallum
Email: krista@237marketingandweb.com
Office 971-832-2915
Mobile 503-312-5622
237marketingandweb.com

6. Acceptance Testing. Upon completion of the Web Site and the delivery of all items required to be provided under the Scope of Work, but prior to going live, Client shall have one hundred and twenty (120) days from such completion to inspect, test and evaluate the Web Site to determine whether it satisfies the terms of this Agreement, including but not limited to conditional testing and acceptance of (1) the homepage and stationary internal page layout, (2) acceptance of the homepage and internal page design as displayed online, (3) acceptance of all Company converted data provided by Client for the project, and (4) acceptance of the training and functional elements in a test environment. The Client will not give conditional acceptance of a design provided on paper or in a graphic electronic format such as jpg or a pdf mockup. Conditional acceptance will only be given to a design that provide online visual representation of widgets, tables, and the key internal content areas that we be consistently defined across the site. If the Web Site does not satisfy the acceptance criteria, Client shall give Company written notice stating why the Web Site is unacceptable. Company shall have twenty (20) days from the receipt of such notice to correct the deficiencies. Client shall then have twenty (20) days to inspect, test and reevaluate the Web Site. If the Web Site still does not satisfy the acceptance criteria, Client shall have the option of either: (1) repeating the procedures set forth above, or (2) terminating this Agreement pursuant to Section 1. If and when the acceptance tests establish that the Web Site complies with the acceptance criteria, Client shall notify Company that it accepts the Web Site. The date of such notification shall be the date on which Client shall be obligated to make the final payment specified in the schedule set forth in the Scope of Work.

7. Ownership and Rights.

a. Ownership of Work Product by Company. Except as set elsewhere herein, all elements of all Deliverables shall be exclusively owned by Client and shall be considered works made for hire by Company for Client. Except as set forth below, Client shall exclusively own all United States and international copyrights and all other intellectual property rights in the Deliverables. It is understood and agreed that additional materials added to the Web Site in the future by Company may belong exclusively to Client, however, the parties agree that the ownership of any such future materials will be mutually agreed to by the parties.

b. Vesting of Rights. With the sole exception of any Preexisting Works identified in Section 7(C) hereof, Company agrees to assign, and upon creation of each element of each Deliverable automatically assigns, to Client, its successors and assigns, ownership of all United States and international copyrights and all other intellectual property rights in each element of each Deliverable. This assignment is undertaken in part as a contingency against the possibility that any such element, by operation of law, may not be considered a work made for hire by Company for Client. From time to time, upon Client's request, Company and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as Client may request. Client and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Deliverables and any portion(s) thereof.

c. Preexisting Works. In the event that any portion of any Deliverable (including the entirety thereof) constitutes a preexisting work for which Company cannot grant to Client the rights set forth in paragraphs 7(A) and 7(B) above, Company shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions or royalty terms applicable to Company's or Client's use of such preexisting work or Client's exploitation of the Deliverable as a Derivative Work thereof; and (4) the source of Company's authority to employ the preexisting work in the preparation of the Deliverable. The

works set forth above will be referred to as "Preexisting Works." The only Preexisting works that may be used in the construction of any Deliverable are the Preexisting Works specified herein and any Preexisting Works that may be approved in writing by Client prior to their use. Client and Company agree that pre-existing works include code components from the open-source community or code and modules that are generic and have been used or are capable of being used by Company for future clients and was not written specifically for Client's website.

d. Company shall provide at no cost to Client any updates that are mandated by changes to State or Federal law, rule, or regulation

8. Grant of License. Company hereby grants to Client, as provided in this Agreement, a non-exclusive royalty free, worldwide, perpetual, and irrevocable license to the Preexisting Works and to any Company source code or other Company software utilized in any Deliverables or Preexisting Work.

9. Agreement with Employees. No individuals or entities other than Client and Company's employees and independent contractors shall undertake any work in connection with this Agreement. Company shall impose an obligation of confidence on its employees, independent contractors, officers, and agents with respect to Client's confidential information. Nothing contained herein shall limit Company's ability or right to use independent contractors provided that such independent contractors agree to be bound by the terms of this Agreement.

10. Representations and Warranties. Company makes the following representations and warranties for the benefit of Client:

a. No Conflict. Company represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by Company under this Agreement. Client understands that Company may be currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with Company's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

b. Ownership Rights. Company represents and warrants that (1) it is and will be the sole author of all works employed by Company in preparing any and all Deliverables other than Preexisting Works; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Deliverables pursuant to this Agreement; (3) it has good and marketable title to the Deliverables, software and any equipment sold hereunder free and clear from all liens, encumbrances, and claims of infringement of patent, copyright, trademark, trade secret or other proprietary rights of third parties, (4) all Deliverables other than Preexisting Works have not been and will not be published under circumstances that would cause a loss of copyright therein; and (5) all Deliverables, including all Preexisting Works, do not and will not infringe any patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against or, insofar as Company is aware, against any entity from which has obtained such rights.

c. Ownership of Documents. Except for Preexisting Works, all documents of any nature and/or electronic data including but not limited to working papers, reports, materials necessary to understand the documents and/or data, drawings, works of art or photographs, produced prepared and/or compiled by Company pursuant to this Agreement are the property of Client, and it is agreed by the

parties that such documents are works made for hire. Company hereby conveys, transfers, and grants to Client all rights of reproduction and the copyright to all such documents.

d. Conformity, Performance, and Compliance. Company represents and warrants that (1) all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all Deliverables will function under standard applicable conventions; (3) all Deliverables will conform to the specifications and functions set forth in this Agreement and in accordance with all documentation, documents, marketing literature and any other communication attached to or referenced in this Agreement; and (4) Company will perform all work called for by this Agreement in compliance with applicable laws. Company will repair any Deliverable that does not meet this warranty within a reasonable period of time if the defect affects the usability of Client's Web Site, and otherwise will repair the defect within 24 hours, said repairs to be free of charge to Client. This warranty shall extend for the life of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of Company

11. **Electronic Data.**

a. Client Data. Client reserves all right, title and interest in any and all electronic data, regardless of where the data is stored, which Client has transferred to Company or entered into Company's system, including electronic data that has resulted from the conversion of Client's original data. Client retains the right to use Company's services to access and retrieve Client's data stored on Company's infrastructure at Client's sole discretion.

b. Data Location. Company shall provide its Services to the Client and its end users solely from data centers in the United States. Storage of Client data at rest shall be located solely in the United States. Company shall not allow its personnel or subcontractors to store Client data on portable devices, including personal computers, except for devices that are used and kept only at its United States data centers. Company shall permit its personnel and subcontractors to access Client data remotely only as required to provide technical support.

c. Transition. Upon termination or expiration of this Agreement, Company shall in a timely manner make available to Client all of Client's data that is in Company's possession. Company shall cooperate with Client and assist in the transfer and conversion of Client's data to an accessible, vendor-neutral electronic format that Client specifies. If Client has a replacement service provider, Company agrees to assist with a timely transition to the new service provider, at no cost to Client.

d. Loss or Compromise of Data. Company shall immediately notify Client in writing of any use or disclosure of Client data not authorized by this Agreement, including any reasonable belief that an unauthorized individual has accessed Client data. Company's notice shall identify the nature of the breach and what the Company has done or will do to mitigate the effect of the unauthorized use and disclosure. Furthermore, Company agrees to investigate the breach and cooperate with Client's investigation, if any. Company shall perform a root cause analysis of the breach and submit such analysis to the Client. Company shall be responsible for all costs incurred as a result of the unauthorized use or disclosure of Client data due to any act, error or omission, negligence, misconduct, or breach on the part of Company.

e. The provisions of this section survive the termination or expiration of this Agreement.

12. Disaster Recovery/Business Continuity. Throughout the term of this Agreement and at all times in connection with its actual or required performance of the Services under this Agreement, Company shall maintain a Business Continuity and Disaster Recovery Plan and implement such plan in the event of any unplanned interruption of Services. Company will actively test, review and update the plan on at least an annual basis using industry best practices as guidance. Company will provide Client with copies of all such update to the plan within fifteen (15) days of its adoption by Company.

13. Indemnification; Company shall indemnify, defend, and hold harmless Client, its officers, directors, members, employees, representatives and agents from any and all claims suits, expenses (including attorney's fees and costs) or actions of any nature, including claims of injury to any person or persons or for damage to property, caused directly or indirectly by reason of any error, omission, negligence, or wrongful act of Company, its officers, agents and/or employees arising out of or related to the performance of this Agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of Client, its officers, agents, or employees.

14. Infringement. In performing Services under this Agreement, Company agrees not to design, develop, or provide to Client any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If Company becomes aware of any such possible infringement in the course of performing any work or Services hereunder, Company shall immediately so notify Client in writing. Without limiting the general indemnification above, Company shall indemnify, defend, save and hold harmless Client, its officers, directors, members, employees, representatives, agents, and the like from any claim or suit brought against Client arising from any such alleged or actual infringement. In the event Client is required to pay monies defending such claims, resulting from Company's lack of cooperation or success on representing Client's interest, on in the event Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Company agrees to fully reimburse Client for all monies expended in connection with these matters. Client retains the right to offset against any amounts owed Company any such monies expended by Client in defending itself against such claims.

15. Insurance. Company, at its expense, shall obtain the following insurance coverage and keep it in effect during the entire term of this Agreement:

a. Workers' Compensation Insurance in compliance with statutory requirements; Company, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

b. Commercial General Liability Insurance (including contractual liability and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000.00 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000.00.

c. Professional Liability Insurance, including errors and omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000.00, to protect against all loss suffered by

Client or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Services provided under the Agreement.

d. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$500,000 per occurrence, for bodily injury and property damage with respect to Company's vehicles, whether owned, hired, or non-owned, assigned to, or used by Company in connection with the Services provided under the Agreement.

The required insurance coverages shall be (i) with insurance companies admitted doing business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to Client. At Client's request, Company shall furnish Client with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to Client.

16. Confidentiality.

a. Confidentiality Company shall treat this project as confidential. After Client has approved its final Web Site, however, Company may list Client as a client of Company and may include a link to Client's Web Site on Company's Web Site. Company may not issue any press release that refers to Company's work for Client unless Client has previously approved the press release in writing, which approval may be withheld in Client's reasonable discretion.

b. No Confidential Information of Company. It is understood and agreed that Client does not wish to receive from Company any confidential information of Company or of any third party. Company represents and warrants that any information provided to Client in the course of entering into this Agreement or performing any work hereunder shall not be confidential or proprietary to Company.

c. Confidential Information of Client. Company acknowledges that Company or his agents may, in the course of their performance under this Agreement, be exposed to or acquire information that is the confidential information of Client or Client's customers. Any and all (i) information provided by Client and marked confidential, or (ii) information identified as confidential in a separate writing, that becomes available to Company or its agents in the performance of this Agreement, shall be deemed to be confidential information of Client ("Confidential Information"). Any reports or other documents or items, including software, that result from Company's use of the Confidential Information are also deemed Confidential Information. Company agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Company uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement. Company agrees that, upon termination of this Agreement or at Client's request, Company will turn over to Client all documents, papers and other matter in Company's possession that embody Confidential Information.

17. **Notices**. Any notices, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid or by return receipt email to the addresses listed below. All notices shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the Client:
Yamhill County Transit
Cynthia Thompson
Transit Manager
535 NE Fifth Street
McMinnville, Oregon 97128

To Company:
Krista McCallum
237 Marketing + Web
237 NE Ford Street Suite 7
McMinnville, Oregon 97128

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

18. Integration. This Agreement, along with the description of Services to be performed attached as Exhibit A contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

19. Attorney Fees and Costs. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

20. Force Majeure. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

21. Compliance with Applicable Laws; Tax Certification. Company shall comply with all federal, state and local laws, orders, ordinances and regulations applicable to the work under this Agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B, and C, particularly 279C.500, 279C.510, 279C.515, 279C.520 and 279C.530, as amended. In addition, Company expressly agrees to comply with Title VI of the CIVIL RIGHT ACT of 1964 and comparable state and local laws. Company shall also comply with Section V of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 to ORS 30.685, ORS 659A.142, ORS 59A.145, and all regulations and administrative rules established pursuant to those laws. The requirements of Article XI, Section 10, of the Oregon Constitution are incorporated into this Agreement by reference. Company also agrees to comply with the Federal Transit Administration Required Terms and Conditions, attached hereto as Exhibit B and incorporated herein by this reference. Furthermore, Company 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.

22. Governing Law; Venue; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines. Any claim, action, suit or proceeding between Client and Company that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. **COMPANY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM.**

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

24. Waiver; Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. 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

25. Independent Contractor. Company is engaged hereby as an independent contractor and shall not be considered an employee, agent, partner, joint venturer or representative of Client for any purpose whatsoever. and will be so deemed for purposes of the following:

a. Company will be solely responsible for payment of any federal or state taxes required as a result of this Agreement.

b. This Agreement is not intended to entitle Company to any benefits typically granted to Client employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement to Company are vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except as required by law).

c. Company is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If Company has the assistance of other persons in the performance of this Agreement, Company will qualify and remain qualified for the term of this Agreement as a carrier-insured employer or a self-insured employer as provided by ORS 656.403 et. seq.

d. The Client and Company entered into this Agreement on the premise that the Company is to exercise own independent judgment in the performance of the Agreement requirements, in accordance with Exhibit A. Client does not have the right of direction or control over the manner in which Company delivers Services under this Agreement and does not exercise any control over the activities of Company, except the Services must be performed in a manner that is consistent with the terms of this Agreement. Client shall have no obligation with respect to Company's debts or any other liabilities of Company. Company shall be responsible for furnishing all equipment necessary for the performance of the Services required herein. Company shall provide Client with periodic reports about the progress of the Scope of Work at the frequency and with the information as prescribed by Client.

26. **Subcontracts; Assignment.** Company shall not enter into any subcontracts for any of the Services required under this Agreement without Client's prior written consent. This Agreement shall not be assigned by Company without the prior written consent of Client.

27. **Nondiscrimination.** Company shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.

28. **Time is of the Essence.** Time is of the essence to the performance of the parties' obligations under this Agreement.

29. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions 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.

30. **Entire Agreement.** This Agreement is the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written

Agreement shall be valid or binding. No alterations, changes, or additions to this Agreement shall be made except in a written document signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 25th day of August, 2021.

Company Signature: Kristill Callum

Name and Title: Kristill Callum, Founder + CEO

DATED: 08/25/2021

Client Signature: [Signature]

Name and Title: Mary Starrett - Chair, Board of Commissioners

DATED: 8/30/21

Approved As To Form
by [Signature]
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
12/10/2020 by Board Order
20-434

Exhibit A

(see attached)

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Exhibit "A"

237
MARKETING
+ WEB

EST. 2011

Quote Submission

WEBSITE DESIGN AND DEVELOPMENT SERVICES

presented to



August 24, 2021

237 NE FORD STREET, SUITE #7 // McMinnville, Oregon 97128 // 237MarketingandWeb.com

Helping you do what you do 23/7

August 24, 2021

Yamhill County Transit
ATTN: Cynthia Thompson
535 NE Fifth Street
McMinnville, Oregon 07128

Dear Cynthia,

Thank you for the opportunity to submit a response to Yamhill County Transit's Website Re-Design & Development Request for Quote.

Our submission is divided into the following sections:

- YCBus.org Website Assessment
- Project Overview
- Project Budget

As described in our Statement of Qualifications, we value the collaborative creative process we share with YCT and are so looking forward to partnering to develop a customer-first and mobile-responsive Wordpress website for your site visitors!

As you review our submission, please don't hesitate to contact me with questions at 503.312.5622 or krista@237marketingandweb.com.

Many thanks!

A handwritten signature in black ink that reads "Krista". The signature is written in a cursive, flowing style.

Krista McCallum // CEO + Founder

237 MARKETING + WEB
EST. 2011

YCBus.org

WEBSITE ASSESSMENT

This website assessment of YCBus.org includes:

- 1 - a review of various website analytics for the period September 1 - November 15, 2020
- 2 - sitemap (chart) created from the xml-sitemap generator XML-Sitemaps.com
- 3 - an accessibility overview
- 4 - a brief discussion of the digital map as compared to the Routes & Schedule page
- 5 - a website comparison chart comparing features of YCBus.org to other local and regional transit websites

Website Analytics & Existing Customer Data

The provided reports offer insight into how the site was visited and reviewed between September 1 - November 15, 2020. This includes:

- visiting rates
- site visitor behaviors
- what tools they are using to access and view the site
- what page(s) are being accessed and how often

The following stats were notable:

- 25% of the users were returning visitors
- a large number of sessions were less than 10 seconds in length
- the majority of users (54.06%) use Chrome to access the site
- almost 70% of the users used a mobile device
- the three most popular mobile devices were: Apple iPhone, LG LM-Q720 Stylo 5 and the Samsung Galaxy J7
- the most visited page was Routes & Schedules, followed by the home page
- the majority of site visitors entered the site via the Routes & Schedules page
- the website loads faster in Firefox, followed by Safari, Internet Explorer and Chrome

The Google Accounts account that was used to create the provided reports will continue to be used on the new site. It will be integrated to the new site with a plugin so you can see these types of stats on the website dashboard. This helps monitor site access before, during and after campaigns, media efforts, announcements, and during day-to-day operations.

It will be beneficial to consider what additional Google Analytics data would be useful to track on the new website. Suggestions include:

- establishing metrics that align with the new site goals
- studying the bounce rate to increase visitor engagement
- tracking user flow analysis to understand how a visitor moves through the site
- monitoring the most visited content
- customizing and monitoring the mobile experience
- identifying and using keywords
- understanding traffic sources



This site map demonstrates the current structure of YCBus.org. The next page lists each page by its name and URL.

Potential improvements include:

- reducing number of first tier menu items to 5 or fewer
- using active navigation labels
- eliminating pages with 5 sentences or less
- using keywords for search engine optimization (SEO).

A refined site map will presented in this proposal for review and comparison.

KEY

C Content Page (Some pages feature Facebook feeds)	External Link	Internal Link
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NOTES

Home	https://ycbus.org/	About Yamhill Transit (3 sentences)	https://ycbus.org/inside-ycta/about-yamhill-transit/
ReMarkable Rider Day 2020 (Annual Event)	https://ycbus.org/remarkable-rider-day-2020/	Board of Directors (4 sentences)	https://ycbus.org/inside-ycta/board-of-commissioners/
Find Your Bus (Link to ycta.connexionz.net)	http://ycta.connexionz.net/v1/public/?page=map	Yamhill County Transit Advisory Committee	https://ycbus.org/inside-ycta/yamhill-county-transit-advisory-committee-ycta/
Bus Times (Link to ycta.connexionz.net)	http://ycta.connexionz.net/v1/public/?page=bustimes	Contact Us	https://ycbus.org/inside-ycta/contact-us-2/
Routes & Schedules (also on home page)	https://ycbus.org/routes-and-schedules/schedules/	More (no content)	https://ycbus.org/how-to/
Trip Planner (2 sentences)	https://ycbus.org/routes-and-schedules/google-maps-trip-planner/	Documents	https://ycbus.org/how-to/documents/
ADA Paratransit	https://ycbus.org/routes-and-schedules/paratransit/	Apply for a Job (referral link)	https://ycbus.org/how-to/apply-for-a-job/
Dial-A-Ride	https://ycbus.org/routes-and-schedules/wheelchair-accessible/	2018 Transit Development Plan	https://ycbus.org/2018-transit-development-plan/
Holiday Service	https://ycbus.org/routes-and-schedules/how-to-ride/	Policies & Plans (no content)	https://ycbus.org/policy-plans/
Bus Stops / Flag Stops	https://ycbus.org/riding-basics/bus-stops/flag-stops/	ADA Policy and Procedures	https://ycbus.org/policy-plans/ada-policy-and-procedures/
Accessible Buses	https://ycbus.org/riding-basics/accessible-buses/	Non-Discrimination	https://ycbus.org/policy-plans/non-discrimination/
Bikes on Buses	https://ycbus.org/riding-basics/bikes-on-buses/	Disadvantage Business Enterprise (DBE) (1 sentence)	https://ycbus.org/policy-plans/disadvantage-business-entriprise-program-dbe/
Bus Rules	https://ycbus.org/riding-basics/bus-rules/	COVID-19 Update	https://ycbus.org/covid-19-update/
Inclement Weather	https://ycbus.org/riding-basics/inclement-weather-2/	What is YCT doing to keep you safe? (not on primary nav but is a page)	https://ycbus.org/covid-19-update/what-yct-is-doing-to-keep-you-safe/
Fares & Passes	https://ycbus.org/riding-basics/fares-and-passes/	Actualization COVID-19	https://ycbus.org/actualization-covid-19/
Lost & Found	https://ycbus.org/riding-basics/lost-found/		
Transit Center Park & Ride	https://ycbus.org/riding-basics/transit-center-and-park-ride/		
Inside YC Transit	https://ycbus.org/inside-ycta/		

To evaluate YCBus.org's accessibility compliance, we considered the website's:

- platform (WordPress)
- theme (BizPoint)
- implementation of content practices

We also talked with a local and industry leader of Web Content Accessibility Guidelines (WCAG) compliance audits and certifications, Online ADA, about the available options for accessibility compliance management.

WORDPRESS PLATFORM

YCBus.org is built on the WordPress platform, which features the following accessibility statement at <https://wordpress.org/about/accessibility/>:

Accessibility

The WordPress community and the open source WordPress project is committed to being as inclusive and accessible as possible. We want users, regardless of device or ability, to be able to publish content and maintain a website or application built with WordPress.

WordPress aims to make the WordPress Admin and bundled themes fully WCAG 2.0 AA compliant where possible.

All new and updated code released in WordPress must conform with these guidelines as per the WordPress Accessibility Coding Standards. Some current features and functionality in development may not yet fully comply, and known issues are listed in the WordPress Trac "accessibility" focus.

While the WordPress project cannot guarantee that all Themes are compliant, the accessibility-ready themes have been checked by the Theme Review Team to ensure that these themes pass their basic accessibility requirements.

The Accessibility Team

The WordPress Accessibility Team provides accessibility expertise across the project to improve the accessibility of WordPress core and resources.

The Accessibility Handbook shares the best practices for web accessibility, a list of accessibility tools, the testing we do to improve WordPress, themes, and plugins, and how to get involved in WordPress accessibility.

To report an Accessibility issue you've encountered in WordPress or on WordPress.org, please see the Accessibility Handbook page on Reporting Accessibility Issues.

ATAG Statement

The Authoring Tool Accessibility Guidelines version 2.0, or ATAG, are a set of guidelines that govern how to create a tool for creating web pages that are both accessible and encourages the creation of accessible content.

The WordPress accessibility coding standards require new or updated code to meet the standards of the Web Content Accessibility Guidelines (WCAG) version 2.0 at level AA. ATAG conformance is an additional goal beyond WCAG compliance.

An application that fully conforms with ATAG 2.0 must not only be usable by people with disabilities, but it should enable and encourage all users to create accessible content and assist them in repairing accessibility mistakes, without requiring any additional tools or add-ons.

WordPress is not currently conforming with ATAG 2.0, but pledges to pursue features that are accessible and which help users create accessible content in pursuit of the long-term goal of ATAG compliance

BIZPOINT THEME BY SALT

YCBus.org uses a standard free theme called BizPoint published by the theme developer Salt. It appears to a standard entry-level theme and is promoted to be “a perfect theme for your business website”. Accessibility information was not readily available.

CONTENT PRACTICES

The following best practices do appear throughout YCBus.org, but may not be consistent:

- use of appropriate ALT tags (alternative text) for images
- page/post content structured with hierarchical titles
- descriptive links (using action terms)
- descriptive labels on forms
- color considerations
- site navigation via keyboard

ACCESSIBILITY MANAGEMENT

While the above considerations address some of WCAG, they may not ensure that a website is absolutely accessible to people experiencing all types of disabilities. This has led to an increase in lawsuits filed against public and private organizations, according to VentureBeat in their article “Websites still don’t provide equal access in 2020 –and lawsuits are increasing (September 26, 2020).

In this article the author states “The real solution to accessibility compliance is taking the definitive initiative to comply with technical standards, determine accessibility via user testing and verification, and ensure ongoing compliance monitoring.”

We recommend placing a priority on accessibility for this reason plus the requirement that local municipalities who receive federal funding MUST meet Section 508 standards per Section508.gov.

Thanks to the Google Analytics reports, we know that the Routes & Schedules page was the most visited page on the website between September 1 – November 15, 2020. This was followed by the home page, which also features schedule information, and then the contact page.

This may indicate that:

- Routes and schedule information is the most important information to site visitors
- YCT contact information is the second most important information to site visitors

Understanding this will help us create simple navigation paths, from multiple entry points, on the new site. We will also carefully review the use of map and schedule downloads.

But what about the Connexionz.net map service?

Because getting riders to use the Connexionz.net map service may be a goal for this site, we need to consider:

- Are potential site visitors finding the service via Google (or other search engine searches)
- Is the Connexionz.net user interface easy for YCT riders to use and/or understand?
- Is the Connexionz.net service mobile-friendly as the majority of site visitors access the site via their phone?
- Would online instructions help site visitors learn how to use the Connexionz.net map service?
- Would it be beneficial to embed the map service into a YCBus.org website page vs. accessing it via an external link?
- Do site visitors prefer to access route information on the Routes & Schedules page because of the Facebook feed featured on the page?
- Do the terms used in each feature of the Connexionz.net map service make sense to site visitors?
- Are analytics available from Connexionz.net to help us understand how site visitors are using the service?

At this time, it appears that both sources of route information are needed until site visitors are comfortable with the digital map service. Additional analytics may show different findings which will be considered in Phase 1 of our proposed project schedule.

WEBSITE COMPARISON - DESKTOP REVIEW

	YAMHILL COUNTY TRANSIT YCBus.org	TRIMET Trimet.org	CHEERLETS Cheerlets.org	SMART TRANSIT RideSmart.com	ROSS VALLEY TRANSIT DISTRICT RVTD.org	CTRAIN CTrain.com	SOUND TRANSIT SoundTransit.org	INTEGRITY TRANSIT IntegrityTransit.com	LA METRO Metro.net	SACRAMENTO REGIONAL TRANSIT SACRT.com
GENERAL										
SSL Certificate	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
Mobile-friendly (browser test)	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Online Store	No	Yes	No	No	No - Items offered via TouchPass.com	No	No	Yes - with popup	Yes	Yes
Integrated Trip Planner	Yes	Yes	Yes	Yes	Google Trip Planner	No	Yes	Yes	Yes	Yes
Mobile Apps	No	Yes	Yes	Yes	No	No	Yes	Yes - PDF	Yes	Yes - Online
Destination Guide	No	No	No	Links to city's calendar	No	No	Pop-up/Dropdowns	No	No	Yes
Events Calendar	No	Yes	Yes	Yes	No	No	Yes	No	Yes	Yes
Press Room/Media	No	Yes	Yes	Yes	Downloadable PDFs	No	Yes	No	Yes	Yes
Routes & Schedule Tables	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Links to Other Service Sites	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
Email/Newsletter Signup	No	Yes	Yes	Yes	Yes	No	Yes	No	Yes	Yes
Bus Advertising	No	No	Yes	Yes	Yes	No	Yes	No	Yes	Yes
Document Download	Yes	Yes	Yes	Links to city's system	Yes	No	Yes	Yes	Yes	Yes
Frequently Asked Questions	No	Yes	Yes	Yes	No	No	Yes	Yes	Yes	No
HEADER										
Top Alert Bar	No	Yes	Yes	Yes	Yes	No	No	No	Yes	Modified page title bar
Logo	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Menu Style	Horizontal	Mega Menu	Mega Menu	Top Navigation - Mega Menu	Horizontal	Horizontal	Horizontal	Horizontal	Mega Menu	Horizontal
Number of Menu Items	13	5	5	5	7	9	5	5	5	6
Drop Down Menu Style	Standard	Mega Menu	Mega Menu	Standard	Standard	Standard	Standard	Mega Menu	Mega Menu	Standard
Social Media Links	No	Yes	No	Yes	Left Sidebar	Yes	No	No	No	In alert bar
Search Bar	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Translation Option	No	No	Yes	No	No	Yes	No	No	No	Google
HOMEPAGE										
Pop-up	Yes	No	No	No	Yes - side menu	No	No	No	No	No
Hero Image or SlideShow	Hero Image	Hero Image	No	No	Animated illustration	SlideShow	No	SlideShow	No	SlideShow
Trip Planner tool/Widget	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Alerts	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Routes & Schedules Listings	Yes	No	No	Yes	No	No	No	No	No	No
System Map	No	No	No	No	Yes	No	No	No	No	No
Forer & Passes Listings	No	No	No	No	No	No	No	No	No	No
News & Updates	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes
Service Lines/Listing(s)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes
Event Feed	No	No	No	No	No	No	Yes	No	No	No
Blog Post Feed	No	No	No	No	No	No	Yes	No	No	No
Did You Know? Feed	No	No	No	No	No	No	Yes	No	No	No
Other/Additional Features	Feedback	Subscription	No	No	No	No	Alert Feed	No	No	Promotional Section
INTERIOR CONTENT PAGE										
Page Layout/Structure	1-column or 2 column, with right sidebar	Varies with content	Varies with content	2-column	Left sidebar with content column + zooms pages from sidebar	1-column with right sidebar	Varies	Varies	Mixed	Mixed
Page Title	Yes	Yes	Yes	No	Yes	Yes	Yes, with breadcrumbs	Yes, with background	No photography standard	Yes
Alert Bar	No	No	No	No	No	No	No	No	Yes	No
Content Organization	Varies	Topical on used	Consistent	Consistent	Navbar is consistent; content varies	Varies	Varies	Varies	Varies	Standard text, with tables
Use of Images	Varies	Page title image	Sporadic	Sporadic	No photographic standard	Sporadic	Sporadic	Sporadic	No photography standard	No photography standard
Body Copy Font Size	18pt	18pt	18pt	18pt	18pt	18pt	18pt	18pt	18pt	18pt
Page Up	Not found	Not found	Not found	Not found	Not found	Not found	Not found	Not found	Not found	Not found
FOOTER										
Logo	No	Yes	No	No	Yes	No	No	No	No	Yes
Contact Information	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Mission	No	No	No	Yes	No	No	No	No	No	Yes
Menu / Quick Links	No	No	Yes	Yes	Yes	No	No	No	Yes	Yes
Site Map	No	No	No	No	No	No	No	No	Yes	Yes
Social Media Links	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes	No
Feedback Form/Request	No	No	No	No	No	Yes	No	No	Yes	Yes
Terms of Use	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes	No
Privacy Policy	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No
Copyright/All Rights Reserved	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes
Translation	No	No	No	No	No	No	Yes	Yes	No	Yes
Accessibility Information	No	No	No	Yes	No	No	No	No	No	No
Employee Resources	No	Yes	No	No	No	No	No	No	No	No
Discrimination Disclaimer	No	No	No	No	No	No	No	Yes	No	No

237 MARKETING + WEB
EST. 2011

PROJECT OVERVIEW

For the purposes of this submission, we have:

- incorporated YCT's four core principles into our project approach
- used the site goals as our planning and project benchmarks
- prepared a sample sitemap
- developed a project calendar
- created a potential project budget
- gathered additional information to ensure accessibility guidelines are met

The principles and goals will be used throughout this project in a “check-and-balance” application. During each phase of the project, deliverables will be created and evaluated according to a variety of questions such as:

1. What is the purpose of this feature?
2. Would a site visitor find this feature useful?
3. How will this feature improve the site visitor's experience with YCT?
4. How does this feature function on a mobile device vs. a desktop or tablet device?
5. Will this feature will be easy for YCT to use, update, and/or maintain?

These questions will also be addressed and discussed during our project meetings. Answers may lead to refinements of the site design and content that will better serve the site visitors and help YCT accomplish its site goals.

Please note that information included in this submission is based on information available and may be adjusted during either Phase 1 or Phase 2 of the proposed project (see below).

ABOUT OUR WEBSITE DESIGN + DEVELOPMENT PROJECTS

We specialize in branded, mobile-responsive WordPress websites that feature specialized functions based on client - and their site visitors - needs. We use a premium WCAG Accessible compliant theme and implement WCAG build principles to the best of our abilities. We also use a variety of free and purchased plugins to create user experiences, improve visitor engagement, and build site transactions.

PROJECT CALENDAR

Our build process is typically comprised of five phases, but we have included a sixth phase for this project. These phases are:

- Phase 1: Review + Analysis
- Phase 2: Planning + Strategy
- Phase 3: Infrastructure
- Phase 4: Integration
- Phase 5: Test + Launch
- Phase 6: Post-Launch

The project calendar includes these phases with phase priorities and weekly deliverables. Each phase will begin with a start work meeting and include weekly project check-ins. Incorporated into the calendar is additional information, if applicable to a specific phase.

PROJECT BUDGET

To achieve the project tasks detailed in the request, tasks have been assigned to appropriate phases with weekly allocations. As the project scope is defined, these tasks may be reprioritized which will impact the final budget. Budget reviews are included in the start work session scheduled for each phase (see project calendar for these dates).

Three project budgets have been included and vary by:

- Time allocated to phase
- Inclusion and accessibility recommendations

Because Yamhill County Transit is an active 237 WebCare client making payments by check, all budgets have been figured using the discounted hourly rate of \$85/hour.

ACCESSIBILITY CONSIDERATIONS

Because of the WCAG legal requirements for this site, we are recommending including the services of a WCAG compliant audit and certification provider in this project. These services have been included in the budget options and can be provided by Online ADA, an industry leader.

Online ADA is headquartered in Eugene, Oregon and they provide site certification plus ongoing compliance management at the best price available. Unfortunately WCAG certification was not included in the peer site review completed in the website assessment portion of this proposal, but it is a recommended addition to the chart.

WEBSITE MAINTENANCE

Once the site is launched, we are able to provide continued support with our 237 WebCare program. This program includes site updates, backups and technical assistance. In addition, YCT will continue to receive all creative and technical services at a reduced hourly rate.

This project calendar is considered a working draft for the requirements of this proposal. It is for Yamhill County Transit only and is subject to change based on project scope and client needs.

PHASE 1: Review + Analysis

We will kick-off the first phase of the project with a start work session to:

1. Review the project scope, timeline and budget
2. Complete the planning questionnaire
3. Review the project process and proposed calendar

In addition, the following will occur:

- Installing, accessing and reviewing results from the website assessment tools
- Planning and implementing the audience interview effort

PROJECT WEEK 1

Priorities:

- Project start work session
- Installation and use of website assessment tools
- Site review (client likes and dislikes plus requirements)

PROJECT WEEK 2

Priorities:

- Audience surveys/interviews (development)
- Website assessment tools (monitoring)
- Site requirements (regulatory)



PROJECT WEEK 3

Priorities:

- Audience surveys/interviews (implementation)
- Website assessment tools (monitoring)

PROJECT WEEK 4

Priorities:

- Audience surveys/interviews (implementation – final round)
- Website assessment tools (monitoring)
- Confirm desired website paths for new site

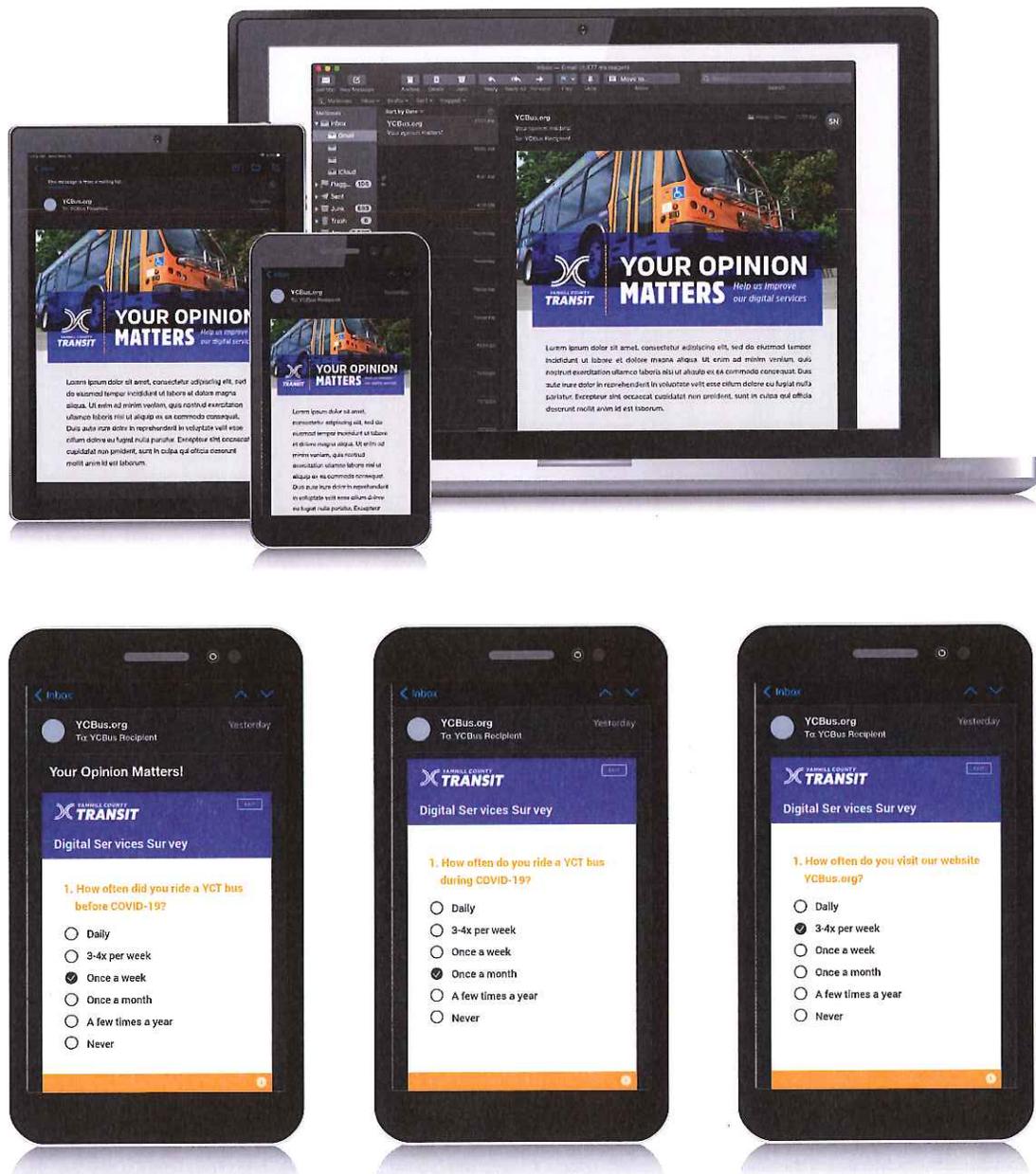
PHASE 1: User Experience Research

To involve YCT customers in this process we are recommending:

- a user survey during Phase 1 of the project
- peer review of the site during section builds of Phase 4

During the user survey we will strive to understand the users' needs and preferences. Then, in Phase 4, we will show them how we used their feedback to build the site.

NOTE: We have not included users in the design phase as it can lead to a “design by committee” approach which has shown limited efficiency.



PHASE 2: Planning + Strategy

During this phase, we will be creating the website architecture (a.k.a. site map) based on:

- Client expectations and goals
- Target audience feedback
- Navigation rules
- Website paths

We will also review the project and content collection calendars for planning purposes.

PROJECT WEEK 5

Priorities:

- Phase 2 start work session
- Survey responses (review and evaluate)
- Navigation rules (how visitors will move through the site)
- Site labels

PROJECT WEEK 6

Priorities:

- Site labels
- Content categories and tags
- Website paths for audiences
- Site map and structure



PROJECT WEEK 7

Priorities:

- Site map and structure
- Site labels
- Website paths for audiences
- Navigation labels

PROJECT WEEK 8

Priorities:

- Finalizing site map
- Preparing Content Collection document
- Reviewing and adjusting project calendar

PHASE 2: Information Architecture (IA) Workstream

Our IA workstream will include two parts:

- 1 - Understanding YCBUS.org based on the evaluation five components described below
- 2 - Using this understanding to Architect the new site map

This process will provide us with valuable insight needed to create a customer-first website.

UNDERSTANDING 5 COMPONENTS OF YCBUS.ORG

COMPONENT #1

Site Owner: Yamhill County Transit

For the new site:

- Goals
- Objectives
- Expectations

Of the current site:

- Likes
- Dislikes
- Frustrations
- Requirements

COMPONENT #2

Site Visitors

- Identities (audiences)
- Needs
- Personas

COMPONENT #3

Site Usage and Analytics:

- Online survey of audiences
- ADA accessibility review
- Google analytics
- Data reports (clicks, heat/popular, ideal, landing page length, clicks on elements)

COMPONENT #4

Website journey taken by each audience, including:

- Entry
- Use of visual guides
- Use of navigational guides
- Current paths to transactions

COMPONENT #5

Content + Information:

- Available copy, images, documents
- Missing copy, images, documents
- Sources to provide missing content

ARCHITECTING

4 ELEMENTS OF THE IA PLAN

Organization

Create an organization site map (outline of the website).

Labeling

Create a list of words that represents the content AND helps visitors find the content.

Navigation

Identify click-rule, placement, navigation patterns, tools, and redundancies to guide users movement through the website

Search

Identify need for search to compliment first three elements

IA is used to create new site map options, like the one featured on the next page.



SAMPLE SITEMAP

This sitemap has been drafted based on findings of the peer site review, YCT goals and principles, and best practices. It represents one option and is being submitted for discussion and budget purposes.

YCBUS.ORG

VERSION 2.0 - 11/15/20 - PAGE COUNT: 58

RIDE	HOW DO I?	NEWS & EVENTS	ABOUT YCT	CONTACT
<ul style="list-style-type: none"> Find Your Bus (Link to ycta.connexionz.net) Bus Times (Link to ycta.connexionz.net) Transit Center Park & Ride McMinnville Newberg West Salem Grand Ronde Hillsboro Tigard Dial-A-Ride ParaTransit Buy Fares 	<ul style="list-style-type: none"> Plan a Trip Find a Bus Route Buy Fares Ride a Bus Bring my Bike Schedule Dial-a-Ride Apply for Paratransit Service Flag down a Bus Use my Mobility Device on a Bus Conduct Myself While Riding Contact Lost-and-Found Comply with COVID-19 Requirements Find the Holiday Schedule Sign up for Alerts Learn about Route Changes 	<ul style="list-style-type: none"> YCT News ReMarkable Rider Day 2020 (Annual Event) COVID-19 Update What is YCT doing to keep you safe? (not on primary nav but is a page) Actualizacion COVID-19 	<ul style="list-style-type: none"> Yamhill County Transit Board of Directors Yamhill County Transit Advisory Committee Careers Policies & Plans ADA Policy and Procedures Non-Discrimination Disadvantage Business Enterprise (DBE) (1 sentence) 2010 Transit Development Plan Buy YCT Gear 	<ul style="list-style-type: none"> Contact
<p>Copyright 2020 Yamhill County Transit All Rights Reserved</p> <ul style="list-style-type: none"> Terms of Use Privacy Policy Accessibility Transit Resources Social Media Links 				

KEY

<ul style="list-style-type: none"> Consumption <p>A view designed for extended reading, such as an article. Often this is presented as a stack to suggest lots of content that shares an identical form.</p>	<ul style="list-style-type: none"> Consumption Stack <p>A view designed for extended reading, such as an article. Often this is presented as a stack to suggest lots of content that shares an identical form.</p>	<ul style="list-style-type: none"> Contact 	<ul style="list-style-type: none"> External Link
<ul style="list-style-type: none"> File <p>A physically downloadable file, like a PDF or an executable program.</p>	<ul style="list-style-type: none"> Interactive <p>A game-like or novel interactive experience. Usually the quality and nature of interaction is meaningfully different from a form archetype.</p>	<ul style="list-style-type: none"> Listing <p>A view that presents many links to content, such as tag view, an archive, or search results. It's similar to a Portal, but this is usually more of a utility view.</p>	<ul style="list-style-type: none"> Questions Social Media
<ul style="list-style-type: none"> Ride Information Commerce 	<ul style="list-style-type: none"> SHOP 	<ul style="list-style-type: none"> Search 	



YCBUS.ORG

VERSION 2.0 - 11/15/20

NOTES

Find Your Bus (Link to ycta.connexionz.net)	http://ycta.connexionz.net/rt/public/?page=map	Grand Ronde	Includes: <ul style="list-style-type: none"> holiday and inclement weather service information required disclaimers links to complaint/comment report information bus rules link to fare information
Bus Times (Link to ycta.connexionz.net)	http://ycta.connexionz.net/rt/public/?page=bustimes		
Transit Center Park & Ride	https://yctbus.org/riding-basics/transit-center-and-park-ride/		
McMinnville	Includes: <ul style="list-style-type: none"> holiday and inclement weather service information required disclaimers links to complaint/comment report information bus rules link to fare information 	Hillsboro	Includes: <ul style="list-style-type: none"> holiday and inclement weather service information required disclaimers links to complaint/comment report information bus rules link to fare information
Newberg	Includes: <ul style="list-style-type: none"> holiday and inclement weather service information required disclaimers links to complaint/comment report information bus rules link to fare information 	Tigard	Includes: <ul style="list-style-type: none"> holiday and inclement weather service information required disclaimers links to complaint/comment report information bus rules link to fare information
West Salem	Includes: <ul style="list-style-type: none"> holiday and inclement weather service information required disclaimers links to complaint/comment report information bus rules link to fare information 		

Phase 3: Infrastructure

Armed with our understanding of site usage and the site map, we will start Phase 3 focused on three distinct areas of the site build:

- Content
- Design
- Technical

For the content area, we will be assisting you with the completion of the Content Collection document. This document has been built according to the site map and is where page, post and product instructions are finalized before being uploaded to the website. Keywords, for search engine optimization (SEO) purposes, are identified at this time.

For the design area, the 237 Marketing + Web team will be designing a variety of pages for your review and comment. These pages will be presented in PDF format and must be approved before moving to Phase 4. The process will start with the home and interior content page layout. Additional layouts may be presented (determined by budget) once the home and interior content pages are approved.

For the technical area, 237 Marketing + Web will be establishing a subdomain for the site build. During this phase the site framework will be built in order to support the approved site design which will be added to the site in Phase 4.

PROJECT WEEK 9

Priorities:

- Phase 3 start work session
- Content – Start “section #1”
- Design – home and interior content layouts (mobile and desktop versions)
- Technical – establish development subdomain with WordPress and theme installation

PROJECT WEEK 10

Priorities:

- Content – completion of “section #1”
- Design – home and interior content page layouts
- Technical – establish development subdomain with WordPress and theme installation

PROJECT WEEK 11

Priorities:

- Content – Start “section #2”
- Design – presentation of home and interior content page layouts
- Technical – install sitemap and plugins

PROJECT WEEK 12

Priorities:

- Content – completion of “section #2”
- Design – home and interior content page layouts refinements
- Technical – install third-party integrations

PROJECT WEEK 13

Priorities:

- Content - Start “section #3”
- Design – additional page designs (per the budget)
- Technical – begin styling site, if possible

PROJECT WEEK 14

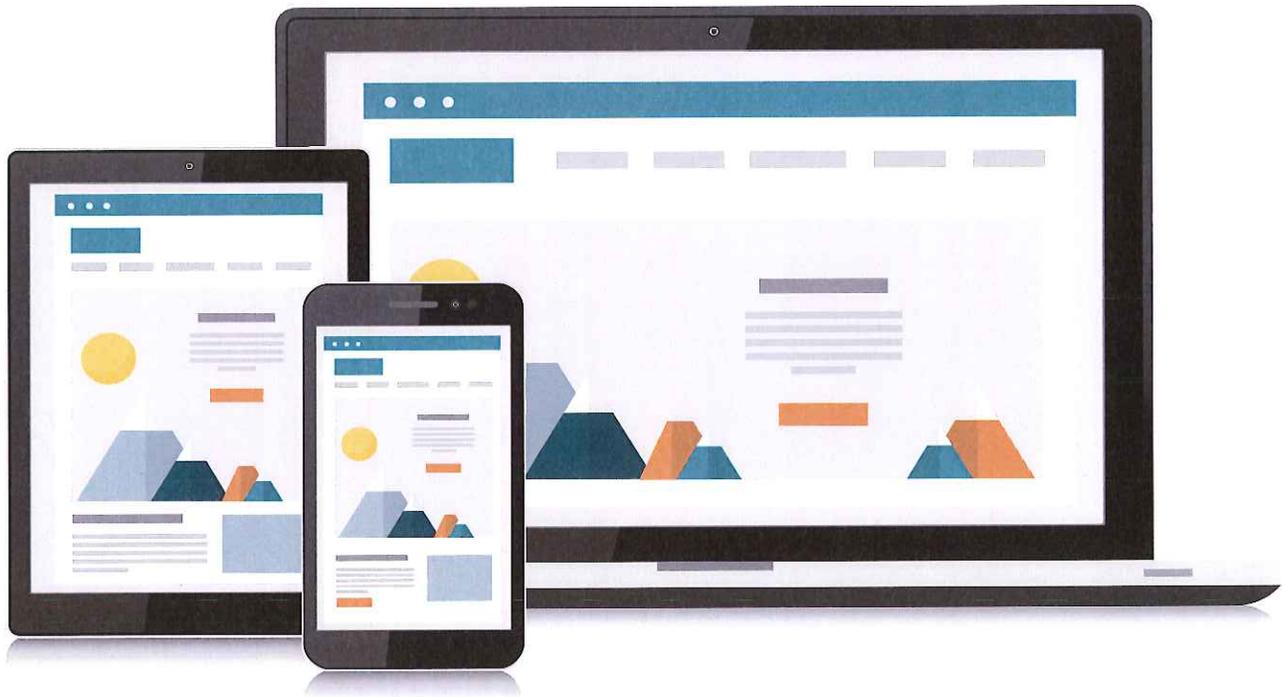
Priorities:

- Content - completion of “section #3”
- Design – additional page designs (per the budget)
- Technical – begin styling site, if possible

PHASE 3: Using Mobile Design

We use a premium WordPress theme that is 100% responsive across all devices. It provides a solid technical basis for any mobile experience that we want to create. It also provides more than 20 mobile customizations so we can truly accommodate YCT's mobile users' needs, while staying within brand guidelines.

With the purchase of this theme license, YCT will receive all future updates to this theme - at no cost. This will ensure the site complies with development best practices and function.



Phase 4: Integration

During Phase 4, the technical area is in the spotlight as the content and design are built into the development site. This includes branding, photography, typography, page layouts and testing. Each section build is scheduled separately and will include a peer review for testing purposes. (NOTE: this peer review team will be carefully vetted in order to keep the project on schedule.)

PROJECT WEEK 15

Priorities:

- Phase 3 start work session
- Technical – Section #1 build

PROJECT WEEK 16

Priorities:

- Technical – Section #1 build
 - Client and peer review
-

PROJECT WEEK 17

Priorities:

- Technical – Section #1 refinements and site testing
-

PROJECT WEEK 18

Priorities:

- Technical – Section #2 build

PROJECT WEEK 19

Priorities:

- Technical – Section #2 build
 - Client and peer review
-

PROJECT WEEK 20

Priorities:

- Technical – Section #2 refinements and site testing

PROJECT WEEK 21

Priorities:

- Technical – Section #3 build

PROJECT WEEK 22

Priorities:

- Technical – Section #3 build
- Client and peer review



PROJECT WEEK 23

Priorities:

- Technical – Section #3 refinements and site testing

Phase 5: Integration

Launch is just a couple of weeks away once we enter Phase 5. At some point during this phase the site will go into “lockdown” and no new content will be allowed onto the site. Why? Because the site will be thoroughly tested, backed-up and prepared for migration to YCBus.org

PROJECT WEEK 24

Priorities:

- Final client review
- Technical - testing

PROJECT WEEK 25

Priorities:

- Technical – testing and cloning to production site

Phase 6: Post-Launch + Training

We monitor the site for up to two weeks post-launch, just to ensure all is working and expected. We will also schedule your training during this period as the site will only be needing maintenance.

PROJECT WEEK 26

Priorities:

- Site monitoring
- Client training

PROJECT WEEK 27-28

Priorities:

- Site monitoring
- Client training

237 MARKETING + WEB
EST. 2011

PROJECT BUDGET

Budget Estimate

			ACCESSIBILITY STANDALONE CERTIFICATION (SINGLE SERVICE)		
	TIME (APPROX. HOURS)	MATERIALS	BUDGET		
PHASE 1 - REVIEW + ANALYSIS	60		\$5,100		
Initial Work Session					
Weekly Check-ins					
Survey Planning + Implementation		Use of free trial			
Website Tool Installation + Monitoring		Use of free trial			
Website Pathway Mapping					
PHASE 2 - PLANNING + STRATEGY	40		\$3,400		
Start Work Session					
Weekly Check-Ins					
Planning Deliverables • Survey Report • Navigation Rules • Site Labels • Website Paths • Project Calendar					
Content Collection Document Discussion + Prep					
PHASE 3 - INFRASTRUCTURE	85		\$7,225		
Start Work Session					
Weekly Check-ins					
Content - Content Collection Document					
Design - Pages: Home, Interior Content, 404 Error, Search (initial design with 2 refinement rounds)		Stock images	\$275		
Technical - Dev Site Build		Accessibility Compliant Platform, Theme, Plugins, and Integrations	\$300		
PHASE 4 - INTEGRATION	120		\$10,200		
Start Work Session					
Weekly Check-ins					
Section #1 Build + Client/Peer Review					
Section #2 Build + Client/Peer Review					
Section #3 Build + Client/Peer Review					
PHASE 5 - TESTING + LAUNCH	20		\$1,700		
Start Work Session					
Weekly Check-ins					
Site Migration					
PHASE 6 - POST-LAUNCH	15		\$1,275		
Start Work Session					
Weekly Check-ins					
Site Monitoring					
Technical Refinements					
Accessibility Certification: Three audits and Certification for WCAG A & AA			\$11,450		
			\$40,925		



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23/7.

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Exhibit B

(see attached)

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Exhibit "B"

FEDERAL CLAUSES

No Obligation by the Federal Government

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The 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.

Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, 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 contract or the FTA assisted project for which this contract 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.
2. The 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 a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The 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 provisions.

Access to Records and Reports

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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 Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Termination

1. **Termination for Convenience (General Provision).** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.
2. **Termination for Default [Breach or Cause] (General Provision).** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be affected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3. **Opportunity to Cure (General Provision).** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4. **Waiver of Remedies for any Breach.** In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
5. **Termination for Convenience (Professional or Transit Service Contracts).** The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.
6. **Termination for Default (Supplies and Service).** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this

contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

7. **Termination for Default (Transportation Services).** If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

8. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).
9. **Termination for Default (Construction).** If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- a. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
- b. The contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is

excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

- 10. Termination for Convenience or Default (Architect and Engineering).** The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

- 11. Termination for Convenience or Default (Cost-Type Contracts).** The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

Civil Rights

The following requirements apply to the underlying contract:

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 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 the underlying contract:
 - a. *Race, Color, Creed, National Origin, Sex.* In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. 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 U.S.C. § 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.
 - b. *Age* - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 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.
 - c. *Disabilities* - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 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 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary, to identify the affected parties.

Disadvantaged Business Enterprise

1. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 8%. A separate contract goal has not been established for this procurement.
2. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the YCTA or the ODOT Rail and Public Transit Division deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
3. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the County/YCTA.
4. The contractor must promptly notify the YCTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the YCTA.

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated 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 (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breaches and Dispute Resolution

1. **Disputes.** Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.
2. **Performance During Dispute.** Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.
3. **Claims for Damages.** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
4. **Remedies.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.
5. **Rights and Remedies.** The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier-to-tier up to the recipient.

Clean Air

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Clean Water

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Transit Employee Protective Arrangements

1. The Contractor agrees to comply with applicable transit employee protective requirements as follows:
 - a. *General Transit Employee Protective Requirements* - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which

Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

b. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

c. *Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.*

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

Charter Service Operations

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities unless the contractor adheres to the exceptions provided in 49 CFR part 604.6 through 49 CFR part 604.11 and adheres to the reporting requirements of 49 CFR part 604.12.

School Bus Operations

Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Drug and Alcohol Testing

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Oregon Department of Transportation (ODOT) or the YCTA, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR parts 655 and review the testing process. The contractor agrees further to certify annually its compliance with 49 CFR part 655 before January 1st and to submit the Management Information System (MIS) reports within 14 days of the ODOT request for MIS submission by inputting the information into in the U.S. Department of Transportation's Drug & Alcohol Testing Management Information System (damis.dot.gov). ODOT via the YCTA will provide login information annually with a specific due date (no later than March 10). Contact the Transit Director for submission instructions (503.266.0751 or thompsonc@co.yamhill.or.us). To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to submit before January 1st a copy of the Policy Statement developed to implement its drug and alcohol testing program.

Energy Conservation

The contractor agrees to comply with 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.

ADA Access

The contract agrees that facilities to be used in public transportation service, or to be designed for use in public transportation service, must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. USDOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised September 2010, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. USDOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

Federal Clauses- DBE Certification

DBE CERTIFICATION

Has your firm been certified by the State of Oregon as a Disadvantaged Business Enterprise?

Yes _____

No X

If yes, please attach a copy of the current certification letter.

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Signature: Krista McCallum

Name & Title: Krista McCallum
(Typed or Printed)

Date: 08/27/2021

Federal Clauses- Certification Regarding Debarment, Suspension.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION & OTHER INELIGIBILITY & VOLUNTARY EXCLUSION

The undersigned, duly authorized representative of 237 Marketing + web, hereby certifies or affirms that:

- 1) Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

[Handwritten Signature]
(Signature) (Attorney's Signature)

Founder + CEO 08/27/2021
(Typed or Printed Title of Authorized Official) (Date)

The undersigned, duly authorized representative of Yamhill County hereby certifies or affirms that:

- 1) It is unable to certify that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, and has attached an explanation of this inability to this certification; and
- 2) That the contents of any statements submitted on or with this certification are true and accurate, and understands that the provisions of 31 U.S.C. §§ 3801 et. seq. are applicable thereto.

[Handwritten Signature]
(Signature) (Attorney's Signature)

Chair, Board of Commissioners 8/30/21
(Typed or Printed Title of Authorized Representative) (Date)