

REVIEWED

LEGAL COUNSEL

For Recording Stamp Only

**DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2023-654**

This Contract is between DESCHUTES COUNTY, a political subdivision, acting by and through the Board of County Commissioners (County) and Central Oregon Intergovernmental Council (COIC) (Subrecipient). The parties agree as follows:

Effective Date and Termination Date. The effective date of this Contract shall be July 1, 2023. Unless extended or terminated earlier in accordance with its terms, this Contract shall terminate on June 30, 2025. Contract termination shall not extinguish or prejudice County's right to enforce this Contract with respect to any default by Subrecipient that has not been cured.

Statement of Work. Subrecipient shall perform the work described in Exhibit 1.

Payment for Work. County agrees to pay Subrecipient in accordance with Exhibit 1.

Contract Documents. This Contract includes Page 1 - 21, which includes Addendum A and Exhibits 1, 2, 3, 4, 5, 6 and 7.

SUBRECIPIENT DATA AND SIGNATURE

Subrecipient Address: 334 NE Hawthorne Avenue, Bend, OR 97701

Federal Tax ID# or Social Security #: 93-0620261

Is Subrecipient a nonresident alien? Yes No

Business Designation (check one): Sole Proprietorship Partnership
 Corporation-for profit Corporation-non-profit Council of Governments

A Federal tax ID number or Social Security number is required to be provided by the Subrecipient and shall be used for the administration of state, federal and local tax laws. Payment information shall be reported to the Internal Revenue Service under the name and Federal tax ID number or, if none, the Social Security number provided above.

I have read this Contract including the attached Exhibits. I understand this Contract and agree to be bound by its terms. NOTE: Subrecipient shall also sign Exhibits 3 and 4.

Signature

Title

Name (please print)

Date

DESCHUTES COUNTY SIGNATURE

Contracts with a maximum consideration of not greater than \$25,000 are not valid and not binding on the County until signed by the appropriate Deschutes County Department Head. Additionally, Contracts with a maximum consideration greater than \$25,000 but less than \$150,000 are not valid and not binding on the County until signed by the County Administrator or the Board of County Commissioners.

Dated this _____ of _____, 20__

Dated this _____ of _____, 20__

DESCHUTES COUNTY Administrator Nick Lelack

ANTHONY DeBONE, Chair, County Commissioner

PATTI ADAIR, Vice Chair, County Commissioner

PHIL CHANG, County Commissioner

RECITALS

1. ORS 184.751 establishes the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities.
3. The Deschutes County Board of Commissioners has approved Deschutes County's Plan for use of STIF Formula Funds through the end of Fiscal Year 2024. Deschutes County is a recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. Deschutes County's STIF Plan consists of numerous Projects to provide Public Transportation Services in Deschutes County's area of responsibility based on anticipated STIF Formula Funds.
4. Subrecipient (COIC) is authorized to receive STIF Formula Funds and provide Public Transportation Services in Deschutes County. Subrecipient provides Public Transportation Services in Deschutes County's Area of Responsibility.
5. Deschutes County's STIF Plan anticipates sufficient STIF Formula Funds for Subrecipient for projects that provide Public Transportation Services as specified in this Agreement.
6. Deschutes County and Subrecipient enter into this agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete tasks specified in the STIF Plan. Funds shall be used solely for the Project and shall not be used for any other purpose.

STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Subrecipient agrees that time is of the essence in the performance of this Contract.
2. **Funding.** Payment for all work performed under this Contract shall be made in the amounts and manner set forth in Exhibit 1.
 - a. Payments shall be made to Subrecipient following County's review and approval of billings and deliverables submitted by Subrecipient.
 - b. All Subrecipient billings are subject to the maximum funding amount of this contract.
 - c. Subrecipient shall not submit billings for, and County shall not pay, any amount in excess of the maximum funding amount of this Contract, including any reimbursable expenses, (See Exhibit 5).
 - 1) If the maximum funding amount is increased by amendment to this Contract, the amendment shall be signed by both parties and fully executed before Subrecipient performs work subject to the amendment.
 - 2) No payment shall be made for any services performed before the effective date or after the expiration date of this contract.
 - d. This Contract shall not be amended after the expiration date.
 - e. Unless otherwise specifically provided in Exhibit 5, Subrecipient shall submit quarterly invoices for work performed. The invoices shall describe all work performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. If backup documentation is attached to invoices, Subrecipient will provide a narrative explaining how backup documentation is related to specific project costs and invoice totals.
 - f. The invoices also shall include the total amount invoiced to date by Subrecipient prior to the current invoice.

- g. Prior to approval or payment of any billing, County may require and Subrecipient shall provide any information which County deems necessary to verify work has been properly performed in accordance with the Contract.
- 3. Delegation, Subcontracts and Assignment.** Subrecipient shall not delegate any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of County. This provision does not prohibit subcontracting transportation services.
- 4. No Third Party Beneficiaries.**
- a. County and Subrecipient are the only parties to this Contract and are the only parties entitled to enforce its terms.
 - b. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 5. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
- 6. Early Termination.** This Contract may be terminated as follows:
- a. Mutual Consent. County and Subrecipient, by mutual written agreement, may terminate this Contract at any time.
 - b. Party's Convenience. County or Subrecipient may terminate this Contract for any reason upon 30 calendar days written notice to the other party.
 - c. For Cause. County may also terminate this Contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by the County, under any of the following conditions:
 - 1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract.
 - 2) This Contract may be modified to accommodate the change in available funds.
 - 3) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
 - 4) In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
 - 5) If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Subrecipient no longer meets requirements for such license or certificate.
 - d. Subrecipient Default or Breach. The County, by written notice to the Subrecipient, may immediately terminate the whole or any part of this Contract under any of the following conditions:
 - 1) If the Subrecipient fails to provide services called for by this Contract within the time specified or any extension thereof.
 - 2) If the Subrecipient fails to perform any of the other requirements of this Contract or so fails to pursue the work so as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the County specifying such failure, the Subrecipient fails to correct such failure within 10 calendar days or such other period as the County may authorize.
 - 3) Subrecipient institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
 - e. County Default or Breach.
 - 1) Subrecipient may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Subrecipient shall give to the County written notice of the breach and intent to terminate.

- 2) If the County has not entirely cured the breach within 10 calendar days of the date of the notice, then the Subrecipient may terminate this Contract at any time thereafter by giving notice of termination.

7. Payment on Early Termination. Upon termination pursuant to paragraph 6, payment shall be made as follows:

- a. County shall pay Subrecipient for all outstanding capital purchase orders once the equipment has arrived.
- b. If terminated under subparagraphs 6a. through c. of this Contract, the County shall pay Subrecipient for work performed prior to the termination date if such work was performed in accordance with the Contract. Provided however, County shall not pay Subrecipient for any obligations or liabilities incurred by Subrecipient after Subrecipient receives written notice of termination.
- c. If this Contract is terminated under subparagraph 6d. of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- d. If terminated under subparagraph 6e. of this Contract by the Subrecipient due to a breach by the County, then the County shall pay the Subrecipient for work performed prior to the terminate date if such work was performed in accordance with the Contract.
 - 1) With respect to services compensable on an hourly basis, for unpaid invoices, hours worked within any limits set forth in this Contract but not yet billed, authorized expenses Incurred If payable according to this Contract and Interest within the limits set forth under ORS 293.462 and
 - 2) With respect to deliverable-based Work, the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by County, less previous amounts paid and any claim(s) that County has against Subrecipient.
 - 3) Subject to the limitations under paragraph 8 of this Contract.

8. Remedies. In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 6a. through c. of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.
 - 1) Subrecipient may not incur obligations or liabilities after Subrecipient receives written notice of termination.
 - 2) Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 6d. of this Contract by the County due to a breach by the Subrecipient, County may pursue any remedies available at law or in equity.
 - 1) Such remedies may include, but are not limited to, termination of this contract, return of all or a portion of this Contract amount, payment of interest earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards.
 - 2) Additionally, County may complete the work either by itself, by agreement with another Subrecipient, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total funding provided under this Contract, then the Contractor shall be liable to the County for the amount of the reasonable excess.
- c. If amounts previously paid to Contractor exceed the amount due to Subrecipient under this Contract, Subrecipient shall repay any excess to County upon demand.
- d. Neither County nor Subrecipient shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Subrecipient, respectively; however, Subrecipient shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Subrecipient shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
- e. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Subrecipient's right to enforce this Contract with respect to any default or defect in performance

that has not been cured.

- f. County's remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

9. Subrecipient's Tender upon Termination. Upon receiving a notice of termination of this Contract, Subrecipient shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination.

- a. Upon termination of this Contract, Subrecipient shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had this Contract been completed.
- b. Upon County's request, Subrecipient shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.

10. Work Standard.

- a. Subrecipient shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.
- b. For goods and services to be provided under this contract, Subrecipient agrees to:
 - 1) Perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
 - 2) Comply with all applicable legal requirements;
 - 3) Comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
 - 4) Take all precautions necessary to protect the safety of all persons at or near County or Subrecipient's facilities, including employees of Subrecipient, County and any other contractors or subcontractors and to protect the work and all other property against damage.

11. Drugs and Alcohol. Subrecipient shall adhere to and enforce a zero tolerance policy for the use of alcohol and the unlawful selling, possession or use of controlled substances while performing work under this Contract.

12. Insurance. Subrecipient shall provide insurance in accordance with Exhibit 2 attached hereto and incorporated by reference herein.

13. Expense Reimbursement. If the consideration under this Contract provides for the reimbursement of Subrecipient for expenses, in addition to Exhibit 5, Exhibit 1 shall state that Subrecipient is or is not entitled to reimbursement for such expenses.

- a. County shall only reimburse Subrecipient for expenses reasonably and necessarily incurred in the performance of this contract.
- b. Expenses reimbursed shall be at the actual cost incurred; including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract.
- c. The cost of any subcontracted work approved in this Contract shall not be marked up.
- d. Subrecipient shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this contract.
- e. The limitations applicable to reimbursable expenses are set forth in Exhibit "5," attached hereto and by reference incorporated herein.

14. Criminal Background Investigations. Subrecipient understands that Subrecipient and Subrecipient's employees and agents are subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Subrecipient, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by the County.

15. Confidentiality. Subrecipient shall maintain confidentiality of information obtained pursuant to this Contract as follows:

- a. Subrecipient shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Subrecipient's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- b. The Subrecipient shall ensure that its agents, employees, officers and subcontractors with access to County and Subrecipient records understand and comply with this confidentiality provision.
- c. Subrecipient shall treat all information as to personal facts and circumstances obtained on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Contract.
- d. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
- e. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA").
- f. Subrecipient shall cooperate with County in the adoption of policies and procedures for maintaining the privacy and security of records and for conducting transactions pursuant to HIPAA requirements.
- g. This Contract may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.
- h. If Subrecipient receives or transmits protected health information, Subrecipient shall enter into a Business Associate Agreement with County, which, if attached hereto, shall become a part of this Contract.

16. Reports. Subrecipient shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Subrecipient shall be in accordance with the Contract. Such assurances provided by Subrecipient shall be supported by documentation in Subrecipient's possession from third parties.

17. Access to Records. Subrecipient shall maintain fiscal records and all other records pertinent to this Contract.

- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken.
 - 1) All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later.
 - 2) If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
- b. County and its authorized representatives shall have the right to direct access to all of Subrecipient's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts.
 - 1) These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage devices. County shall reimburse Subrecipient for Subrecipient's cost of preparing copies.
 - 2) At Subrecipient's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Subrecipient's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Subrecipient which are directly pertinent to this Contract.
 - 3) If Subrecipient's dwelling is Subrecipient's place of business, Subrecipient may, at Subrecipient's expense, make the above records available at a location acceptable to the County.

18. Ownership of Work. All work of Subrecipient that results from this Contract (the “Work Product”) is the exclusive property of County.

- a. County and Subrecipient intend that such Work Product be deemed “work made for hire” of which County shall be deemed author.
- b. If, for any reason, the Work Product is not deemed “work made for hire,” Subrecipient hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine.
- c. Subrecipient shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.
- d. Subrecipient forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- e. County shall have no rights in any pre-existing work product of Subrecipient provided to County by Subrecipient in the performance of this Contract except an irrevocable, non-exclusive, perpetual, royalty-free license to copy, use and re-use any such work product for County use only.
- f. If this Contract is terminated prior to completion, and County is not in default, County, in addition to any other rights provided by this Contract, may require Subrecipient to transfer and deliver all partially completed work products, reports or documentation that Subrecipient has specifically developed or specifically acquired for the performance of this Contract.
- g. In the event that Work Product is deemed Subrecipient’s Intellectual Property and not “work made for hire,” Subrecipient hereby grants to County an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Subrecipient Intellectual Property, and to authorize others to do the same on County’s behalf.
- h. In the event that Work Product is Third Party Intellectual Property, Subrecipient shall secure on the County’s behalf and in the name of the County, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on County’s behalf.

19. County Code Provisions. Except as otherwise specifically provided, the provisions of Deschutes County Code, Section 2.37.150 are incorporated herein by reference. Such code section may be found at the following URL address:

<https://weblink.deschutes.org/public/DocView.aspx?id=78735&searchid=818e81ed-6663-4f5b-9782-9b5523b345fc>.

20. Partnership. County is not, by virtue of this contract, a partner or joint venturer with Subrecipient in connection with activities carried out under this contract, and shall have no obligation with respect to Subrecipient’s debts or any other liabilities of each and every nature.

21. Indemnity and Hold Harmless.

- a. To the fullest extent authorized by law Subrecipient shall defend, save, hold harmless and indemnify the County and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of Subrecipient or its officers, employees, Subrecipients, or agents under this Contract, including without limitation any claims that the work, the work product or any other tangible or intangible items delivered to County by Subrecipient that may be the subject of protection under any state or federal intellectual property law or doctrine, or the County’s use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work utility design or other proprietary right of any third party.
- b. Subrecipient shall have control of the defense and settlement of any claim that is subject to subparagraph a of this paragraph; however neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of Deschutes County or any department or agency thereof, nor purport to act as legal representative of the County or any of its departments or agencies without first receiving from the County’s legal counsel, in a form and manner determined

appropriate by the County's legal counsel, authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of the Count without the approval of the County's legal counsel.

- c. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall defend, save, hold harmless and indemnify Subrecipient and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, Subrecipients, or agents under this Contract.

22. Waiver.

- a. County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- b. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

23. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

- a. Any claim, action, suit or proceeding (collectively, "Claim") between County and Subrecipient that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- b. SUBRECIPIENT, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

24. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid.

25. Counterparts. This Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.

26. Notice. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Subrecipient or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.

- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to the County Administrator.
- c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

To Subrecipient:

Tammy Baney
Executive Director
334 NE Hawthorne Avenue
Bend, Oregon 97701
Fax No. 541-923-3416

To County:

Nick Lelack
County Administrator
1300 NW Wall Street, Suite 206
Bend, Oregon 97701
Fax No. 541-385-3202

27. Merger Clause. This Contract and the attached exhibits constitute the entire agreement between the parties.

- a. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- b. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- c. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

28. Identity Theft Protection. Subrecipient and subcontractors shall comply with the Oregon Consumer Identity Theft Protection Act (ORS 646A.600 et seq.).

29. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 4, 5, 8, 9, 15, 17, 18, 20-27, 28 and 30.

30. Representations and Warranties.

- a. **Subrecipient's Representations and Warranties.** Subrecipient represents and warrants to County that:
 - 1) Contractor has the power and authority to enter into and perform this Contract;
 - 2) This Contract, when executed and delivered, shall be a valid and binding obligation of Subrecipient enforceable in accordance with its terms;
 - 3) Subrecipient has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subrecipient will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subrecipient's industry, trade or profession;
 - 4) Subrecipient shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
 - 5) Subrecipient prepared its proposal related to this Contract, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty; and
 - 6) Subrecipient's making and performance of this Contract do not and will not violate any provision of any applicable law, rule or regulation or order of any court, regulatory commission, board or other administrative agency.
- b. **Warranties Cumulative.** The warranties set forth in this paragraph are in addition to, and not in lieu of, any other warranties provided.

31. Representation and Covenant.

- a. Subrecipient represents and warrants that Subrecipient has complied with the tax laws of this state, and where applicable, the laws of Deschutes County, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318.
- b. Subrecipient covenants to continue to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, during the term of this contract.
- c. Subrecipient acknowledges that failure by Subrecipient to comply with the tax laws of this state, and where applicable, the laws of Deschutes County, at any time before Subrecipient has executed the contract or during the term of the contract is and will be deemed a default for which Deschutes County may terminate the contract and seek damages and/or other relief available under the terms of the contract or under applicable law.

EXHIBIT 1
DESCHUTES COUNTY SERVICES CONTRACT
CONTRACT NO. 2023-654
STATEMENT OF WORK, FUNDING
PAYMENT TERMS AND SCHEDULE

1. Subrecipient shall perform the following work:

a. Implement the attached Deschutes County Statewide Transportation Improvement Fund (STIF) Plan as adopted by Deschutes County, including administrative costs required to manage the plan and as included in the plan. Subrecipient shall implement priority projects identified by the Board of County Commissioners as referenced in Appendix A. The Subrecipient will also meet and report on the required performance metrics as outlined in the STIF plan. Starting July 1, 2023, The STIF and Special Transportation Fund (STF) programs are consolidated and referenced as "STIF."

1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, Deschutes County approved FY 2023-2025 STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds program, all of which are incorporated into and made part of this agreement. This agreement is subject to any agreements made between ODOT and Deschutes County regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.

1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the STIF Plan, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and any terms of this Agreement where indicated that such terms or provisions should be included in any subcontract or agreement.

b. This Contract includes in part operations and capitalized preventive maintenance, which are defined under 49 USC§ 5310 program, as described in Circular 9070, 1F, Section 111-14-e. Generally accepted accounting principles and the Subrecipient's accounting system determine those costs that are to be accounted for as operating costs. Subrecipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Subrecipient may use capital equipment funded under U.S. Department of Transportation or State-source agreements when performing services rendered through this Contract. Depreciation of capital equipment funded from U.S. Department of Transportation or State-source grants is not an eligible expense. As this agreement also includes funding through Statewide Transportation Improvement Fund (STIF), Subrecipient will comply with the guidelines established by Oregon Revised Statutes (ORS) 391.800 and 391.830 and Oregon Administrative Rules (OAR) Chapter 732. Subrecipient will receive and disburse STIF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to the State.

Subrecipient will subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expenses of the service. All administrative and operating expenses incurred by Subrecipient are reimbursable as operating expenses.

Subrecipient may not use assets acquired under this Contract to compete unfairly with the private sector.

1.3 STIF Procurements

a. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the asset's original value less disposal proceeds, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

b. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as the primary security interest holder, subject to the following additional requirements:

1) If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the secondary security interest holder.

2) If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

2. County Services. County shall provide Subrecipient, at county's expense, with material and services described as follows: None

3. Consideration.

a. COIC shall be entitled to reimbursement for costs under the following restrictions:

County shall reimburse COIC for an amount not to exceed the STIF payments from the State of Oregon as a pass-through to Cascades East Transit for projects identified in the Deschutes County STIF Plan. The total projected for projects included in the FY 2023-2025 STIF Plan is \$22,013,163, of which COIC anticipates an estimated \$4,962,547 in funds to be carried forward from the FY 2021-2023 biennium.

These figures are estimates only, and neither authorize the Subrecipient to seek reimbursement for more STIF funds than the County has received, or restrict the reimbursement funds Subrecipient may receive in a given fiscal year. County staff shall provide Subrecipient a written description of STIF payments from the State of Oregon no later than 20 days after receipt for information and planning. Subrecipient cannot spend more than the amount budgeted for the STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.

b. Subrecipient shall be entitled to reimbursement for expenses as set forth in Exhibit 5
YES NO

4. Maximum funding available

a. Based on the STIF Plan submitted and approved by the Oregon Transportation

Commission, the maximum funding available under this contract, including allowable expenses, is an amount not to exceed the STIF payments from the State of Oregon, estimated at \$22,013,163, of which COIC anticipates an estimated \$4,962,547 in funds to be carried forward from the previous biennium, based on the STIF Plan submitted and approved by the Oregon Transportation Commission.

- b. Subrecipient shall not submit invoices for, and County shall not pay for any amount in excess of the maximum funding amount set forth above.
 - 1) If this maximum funding amount is increased by amendment of this contract, the amendment shall be fully effective before Subrecipient performs work subject to the amendment.
 - 2) Subrecipient shall notify County in writing of the impending expiration of this Contract thirty (30) calendar days prior to the expiration date.

5. Schedule of Performance or Delivery.

- a. County's obligation to pay depends upon Subrecipient's delivery or performance in accordance with the following: County will only pay for completed work that conforms to this schedule and only at such time as a complete STIF Periodic Report has been prepared within the Oregon Department of Transportation Public Transit Division's OPTIS system.
- b. County will only pay for completed work that conforms to this schedule.

Appendix A
List of Authorized 2023-2025
Biennium
Deschutes County STIF Projects

Project	Title	Cost	Notes
1	Carry Over Program Reserve Funds	\$ 1,000,000	Identify additional cost needs not covered by estimates for Project's #2 - #4.
2	STIF Program Administration	\$ 2,683,382	CET to continue to administer, supervise, plan, support, and market CET, Deschutes County, and Provider STIF programs.
3	Continued Former STF Operations	\$ 4,362,642	Continuing to serve the public transportation needs of the Elderly and Disabled population through CET's La Pine, Bend, Redmond and Sister's Dial-A-Ride services and future expanded Dial-A-Ride boundaries.
4	Routes 30, 24, 29, and 28	\$ 6,149,815	Continued current CET Community Connector Routes 30, 24, 29, 28 service to increase frequency, as well as cover additional costs related to Veteran rides that are not covered by the current grant.
5	CET Sub-Recipient Projects	\$ 2,854,750	Operating and Capital funds for inter-city providers: Central Oregon Breeze and Pacific Crest Bus Lines, as well as transportation options partner, Commute Options.
6	CET Capital Projects	\$ 1,000,000	Ability to complete mobility hubs and/or enhanced bus stops, purchase of real-time signage, purchase of public transit vehicles (replacement and expansion of fleet) and local match for federal funded capital grants and down payment on the land for alternative fuel station.
	Total Estimate	\$ 18,050,589	

*COIC will reimburse Subrecipient Providers Central Oregon Breeze and Pacific Crest Bus Lines, and Commute Options for these services using Deschutes County STIF funds.

EXHIBIT 2
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-654
INSURANCE REQUIREMENTS

Subrecipient shall at all times maintain in force at Subrecipient's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.

Subrecipient Name: Central Oregon Intergovernmental Council

Workers Compensation insurance in compliance with ORS 656.017, requiring Subrecipient and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

Professional Liability insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
----------------------	------------------------

- | | |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> \$1,000,000 | <input type="checkbox"/> \$2,000,000 |
| <input type="checkbox"/> \$2,000,000 | <input type="checkbox"/> \$3,000,000 |
| <input type="checkbox"/> \$3,000,000 | <input type="checkbox"/> \$5,000,000 |

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

- Required by County Not required by County (one box must be checked)

Automobile Liability insurance with a combined single limit of not less than:

Per Occurrence

- \$500,000
 \$1,000,000
 \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for *any* motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Subrecipient during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

- Required by County Not required by County (one box must be checked)

Per Single Claimant and Incident	All Claimants Arising from Single Incident
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Subrecipient shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Subrecipient shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The Subrecipient shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Subrecipient or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County Not required by County (One box must be checked)

Additional Requirements. Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Subrecipient's coverage will be primary in the event of loss.

Certificate of Insurance Required. Subrecipient shall furnish a current Certificate of Insurance to the County with the signed Contract. Subrecipient shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Subrecipient shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date

EXHIBIT 3
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-654
Workers' Compensation Exemption Certificate

(To be used only when Subrecipient claims to be exempt from Workers' Compensation coverage requirements)

Subrecipient is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason (*check the appropriate box*):

SOLE PROPRIETOR

- Subrecipient is a sole proprietor, and
- Subrecipient has no employees, and
- Subrecipient shall not hire employees to perform this contract.

CORPORATION - FOR PROFIT

- Subrecipient's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- The officers and directors shall perform all work. Subrecipient shall not hire other employees to perform this contract.

CORPORATION - NONPROFIT

- Subrecipient's business is incorporated as a nonprofit corporation, and
- Subrecipient has no employees; all work is performed by volunteers, and
- Subrecipient shall not hire employees to perform this contract.

PARTNERSHIP

- Subrecipient is a partnership, and
- Subrecipient has no employees, and
- All work shall be performed by the partners; Subrecipient shall not hire employees to perform this contract, and
- Subrecipient is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

LIMITED LIABILITY COMPANY

- Subrecipient is a limited liability company, and
- Subrecipient has no employees, and
- All work shall be performed by the members; Subrecipient shall not hire employees to perform this contract, and
- If Subrecipient has more than one member, Subrecipient is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto.

*NOTE: Under OAR 436-050-050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or, if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

**NOTE: Under certain circumstances partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated. Consult with County Counsel before an exemption request is accepted from a Subrecipient who shall perform construction work.

Subrecipient Printed Name

Subrecipient Signature

Subrecipient Title

Date

EXHIBIT 4
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-654
Compliance with provisions, requirements of funding source and
Federal and State laws, statutes, rules, regulations, executive orders and policies.

Conflicts of Interest

Subrecipient certifies under penalty of perjury that the following statements are true to the best of Subrecipient's knowledge:

1. If Subrecipient is currently performing work for the County, State of Oregon or federal government, Subrecipient, by signature to this Contract, declares and certifies that Subrecipient's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Subrecipient's employee agency (County State or Federal) would prohibit Subrecipient's Work under this Contract. Subrecipient is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - a. If any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 1) Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B.
 - 2) If instructions require filing the form with the applicable federal entity, Subrecipient shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department.
 - 3) This filing shall occur at the same time as the filing in accordance with the instructions.
 - b. Subrecipient understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Subrecipient further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract.
 - c. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. Subrecipient shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
 - e. Subrecipient is solely responsible for all liability arising from a failure by Subrecipient to comply with the terms of this certification.
 - f. Subrecipient promises to indemnify County for any damages suffered by County as a result of Subrecipient's failure to comply with the terms of this certification.
3. Subrecipient understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Subrecipient Signature

Date

EXHIBIT 5
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-654

ADDITIONAL OVERSIGHT FOR STIF SUBRECIPIENTS

Contractor shall comply with all applicable STIF adopted rules (OAR 732-040 and OAR 732-042) as well as the federal regulations listed as follows. ODOT guidance regarding procedures and auditing can be accessed at <https://www.oregon.gov/odot/RPTD/Pages/STIF-Program-Overview.aspx>

Access to Records and Reports

The record keeping and access requirements apply to all Contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including Contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its Contractors to inspect and audit records and information related to performance of this Contract as reasonably may be required.
4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its Contractors access to the sites of performance under this Contract as reasonably may be required.

Civil Rights and Equal Opportunity

Contractor is an Equal Opportunity Employer. As such, Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) Nondiscrimination. In accordance with 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, 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.

- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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.

EXHIBIT 6
Statewide Transportation Improvement Fund Agreed-Upon Audit Procedures

Any Qualified Entity or Public Transportation Service Provider (subrecipient), as defined under OAR 732-040-0005, that receives STIF money, is required to be audited on the use of those funds per OAR 732-040-0015. Consistent with guidance provided by the Oregon Secretary of State, the Oregon Department of Transportation (ODOT) developed Agreed-Upon Procedures (AUP) for the program audit of the Statewide Transportation Improvement Fund (STIF).

<https://www.oregon.gov/odot/RPTD/RPTD%20Committee%20Meeting%20Documents/STIF-Agreed-Upon-Audit-Procedures-Form.pdf>

Exhibit 7
DESCHUTES COUNTY SERVICES CONTRACT
Contract No. 2023-654

The adopted Deschutes County Statewide Transportation Improvement Fund Plan 2023-2025 is available on the ODOT website:

https://www.oregon.gov/odot/RPTD/STIFPlanSubmissions/DeschutesCo_STIF_Plan_v2_2023_02_09.pdf