

**RESOLUTION NO. 1509
CITY OF PRINEVILLE, OREGON**

A RESOLUTION APPROVING AN EXTENSION AND AMENDMENT TO THE PUBLIC TRANSPORTATION SERVICES AGREEMENT BETWEEN CITY OF PRINEVILLE AND CENTRAL OREGON INTERGOVERNMENTAL COUNCIL

RECITALS:

Whereas, on or about March 11, 2020, the City of Prineville (“City”) entered into a Public Transportation Services Agreement (“Agreement”) attached hereto as Exhibit A, with Central Oregon Intergovernmental Council (“COIC”) to perform certain public transportation and related services for and on behalf of the City.

Whereas, City’s payment for the public transportation and related services is funded with Federal Transit Administration Section 5210 funds obtained through the Oregon Department of Transportation (“ODOT”) and City’s required local match funds.

Whereas, the Agreement expires on December 31, 2021; however, may be renewed for two additional consecutive terms of two years each upon the parties’ mutual written consent.

Whereas, on or about June 22, 2021, City’s grant with ODOT was amended for Fiscal Years 2021 and 2022, which requires an Amendment to Schedule 2.1 of the Agreement.

Whereas, COIC has prepared a First Amendment to Public Transportation Services Agreement (“Amendment”) and First Extension to the Public Transportation Services Agreement (“Extension”), which are both attached to this Resolution.

Whereas, City staff believes it is the best interest of the City to approve and execute the attached Amendment and Extension.

Now, Therefore, the Prineville City Council hereby resolves that the attached Amendment and Extension between the City and COIC is hereby approved and that the City Manager is authorized to sign such Agreement on behalf of the City of Prineville. Unless modified, the Council affirms and ratifies all other terms and conditions of the Agreement.

Passed by the City Council this 14th day of December, 2021.



Rodney J. Beebe, Mayor

ATTEST:



Lisa Morgan, City Recorder

First Amendment to the Public Transportation Services Agreement between the City of Prineville and Central Oregon Intergovernmental Council

This First Amendment to the January 1, 2020 **Public Transportation Services Agreement** between the City of Prineville (“City”), an Oregon municipal corporation, and Central Oregon Intergovernmental Council (“Contractor”), an Oregon intergovernmental entity organized under ORS Chapter 190, is effective July 1, 2021, according to the following terms:

TERMS OF AMENDMENT

1. Recital A, strike the third sentence and replace with:

“City’s receipt of the grant funds, and payment for the public transportation and related services, is subject to the terms and conditions contained in the referenced Grant number(s) in Schedule 2.1.”
2. The attached Schedule 2.1 shall replace the original Schedule 2.1.
3. Except as explicitly amended herein, all other provisions of the original Agreement remain in effect.

Signator’s Warranty:

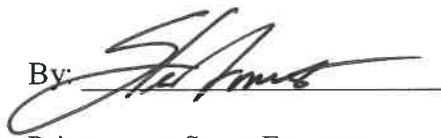
Each party warrants to each other party that they are fully authorized and competent to enter into this **Amendment to the Public Transportation Services Agreement between the City of Prineville and Central Oregon Intergovernmental Council** in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement Amendment the day and year below.

Central Oregon Intergovernmental Council

City of Prineville, an Oregon Municipal Corporation

By: _____

By: 

Tammy Baney

Print name: Steve Forrester

Executive Director

Its: City Manager

Date:

Date: **December 14, 2021**

Schedule 2.1
Fee Schedule

Subject to the terms and conditions found in this Agreement and pursuant to relevant Agreements between the City and ODOT, City will pay Contractor the following compensation in consideration of the Contractor's performance of the Services in Accordance with this Agreement:

Grant Period	5310 Grant Fund	City of Prineville Contribution	
		5310 Grant Match	Total
July 1 2019 - June 30 2020 (ODOT #33555)	\$82,988.00	\$9,500.00	\$9,500.00
July 1 2020 - June 30 2021 (ODOT #33555)	\$82,988.00	\$9,500.00	\$9,500.00
July 1 2021 - June 30 2022 (ODOT #35166)	\$87,139.00	\$9,973.00	\$9,973.00
July 1 2022 - June 30 2023 (ODOT #35166)	\$91,495.00	\$10,472.00	\$10,472.00

Subtotal	\$344,610.00	\$39,445.00
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Total compensation for this Agreement shall not exceed **\$384,055.00**.

Using only eligible costs, Contractor's performance of the Services will be billed quarterly by Contractor within 30 days following the end of each quarter. Contractor will submit quarterly invoices to City for the Services performed by Contractor. City will pay the amount due under each Invoice within thirty (30) days after City's receipt of the applicable Invoice.

First Extension to the Public Transportation Services Agreement between the City of Prineville and Central Oregon Intergovernmental Council

This **First Extension** to the January 1, 2020 **Public Transportation Services Agreement** between the City of Prineville (“City”), an Oregon municipal corporation, and Central Oregon Intergovernmental Council (“Contractor”), an Oregon intergovernmental entity organized under ORS Chapter 190, is effective upon full execution.

This Extension is made pursuant to Section 4.1 of the above-referenced Agreement.

Signator’s Warranty:

Each party warrants to each other party that they are fully authorized and competent to enter into this **Amendment to the Public Transportation Services Agreement between the City of Prineville and Central Oregon Intergovernmental Council** in the capacity indicated by their signature and agrees to be bound by this amended Agreement.

IN WITNESS WHEREOF, the parties hereto have executed Agreement the day and year herein above written.

Central Oregon Intergovernmental Council

City of Prineville, an Oregon Municipal Corporation

By: _____

By:  _____

Tammy Baney

Steve Forrester

Executive Director

City Manager

Date:

Date: **December 14, 2021**

PUBLIC TRANSPORTATION SERVICES AGREEMENT

This Public Transportation Services Agreement (this "Agreement") is dated March 11, 2020, but made effective for all purposes as of January 1, 2020 (the "Effective Date"), and is entered into between City of Prineville ("City"), an Oregon municipal corporation, whose address is 387 NE Third Street, Prineville, Oregon 97754, and Central Oregon Intergovernmental Council ("Contractor"), an Oregon intergovernmental entity organized under ORS Chapter 190, whose address is 334 NE Hawthorne Avenue, Bend, Oregon 97701.

RECITAL:

A. City desires to contract with Contractor to perform certain public transportation and related services for and on behalf of City. City's payment for the public transportation and related services will be funded with Federal Transit Administration Section 5310 funds obtained through the Oregon Department of Transportation ("ODOT") and City's required local match funds. City's receipt of the grant funds, and payment for the public transportation and related services, is subject to the terms and conditions contained in that certain Rail and Public Transit Division Oregon Department of Transportation Agreement No.: 33555 dated effective July 1, 2019 between City and State of Oregon, acting by and through ODOT (the "Grant Contract").

B. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following public transportation services for and on behalf of City (collectively, the "Services"): (a) those public transportation services identified in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the attached Schedule 1.1; and (c) such other public transportation and related services requested by City from time to time. Contractor will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City's Public Works Director (the "Director") (or his or her designee) and perform the Services under the general direction of the Director (or his or her designee), and (z) devote such time and attention to the performance of the Services as necessary or appropriate to perform the Services in accordance with this Agreement. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 Schedule. Contractor will provide the Services commencing on the Effective Date. Contractor will perform the Services expeditiously, in a timely manner, and in accordance with this Agreement.

1.3 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor is free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and

Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

1.4 Condition Precedent; Conflict. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on (a) Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 3.5, and (b) City's receipt of sufficient grant funds under the Grant Contract to pay for Contractor's services under this Agreement. This Agreement is made subject to the terms and conditions contained in the Grant Contract. If a conflict should arise between this Agreement and the Grant Contract, the terms of the Grant Contract will control.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor an annual fixed fee in the amounts identified in the attached Schedule 2.1. Each annual fixed fee will be paid in equal quarterly installments. Contractor will submit quarterly invoices to City concerning the Services performed by Contractor during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor; (b) the applicable fee(s) for performing the Services; and (c) all other information reasonably requested by City. City will pay the amount due under each Invoice within 30 days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City in any given fiscal year under this Agreement will not exceed the applicable fixed fee set forth in the attached Schedule 2.1.

2.2 Reimbursement Requests; Quarterly Reports. City will complete and submit quarterly grant reimbursement requests (the "Reimbursement Request(s)") to ODOT. City will report quarterly performance achievements, including anticipated performance achievements for the upcoming quarter, via City's completion and submission of the Agency Periodic Reports through ODOT's Oregon Public Transit Information System (the "Periodic Report(s)"). Contractor will assist City with City's timely completion and submission of the Reimbursement Requests, Periodic Reports, and all other submissions required under the Grant Contract.

2.3 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

3. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

3.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 **Grant Contract.** Prior to the Effective Date, (a) Contractor had the opportunity to review (and has reviewed) the Grant Contract and all Laws (as defined below), and (b) Contractor had the opportunity to ask questions and receive answers concerning the Grant Contract. Contractor obtained all information Contractor deems necessary or appropriate to evaluate the Grant Contract and this Agreement. Contractor will timely pay and perform all obligations applicable to Contractor under the Grant Contract (which City is required to pass-through to Contractor under the Grant Contract), including, without limitation, (x) Contractor's record retention and access obligations under Section 8, (y) submission to audit obligations under Section 8 (if applicable), and (z) insurance and indemnification obligations under Section 9. Contractor will assist City with City's performance of City's obligations under the Grant Contract.

3.3 **Quality of Services.** Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a safe, lawful, and professional manner, and in accordance with this Agreement and the Grant Contract. The Services will be performed subject to and in accordance with the Laws. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay.

3.4 **Insurance.**

3.4.1 During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement and/or applicable laws and regulations, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Contractor is required to obtain under this Agreement may not be cancelled without 10 days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

3.4.2 Without otherwise limiting or modifying Contractor's insurance obligations under Section 3.4.1, in accordance with the Grant Contract, Contractor will obtain and maintain the insurance identified in the attached Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, City may increase the minimum levels of insurance Contractor is required to obtain and maintain under this Agreement after providing Contractor 90 days' prior written notice of the insurance increase.

3.5 **Compliance with Laws.** Contractor will perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. The Services will be performed subject to and in accordance with all applicable requirements, including, without limitation, all rules, regulations, and/or requirements arising out of or under the Grant Contract. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning

Contractor, this Agreement, the Grant Contract, and/or the Services, including, without limitation, all federal, state, and local laws, regulations, and ordinances identified under the Grant Contract and/or applicable to the provision of transit services and all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.6 Indemnification.

3.6.1 Contractor will defend, indemnify, save, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused by Contractor's acts and/or omissions (and/or the acts and/or omissions of Contractor's directors, officers, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; (c) Contractor's (and/or Contractor's Representatives) performance of the Services; and/or (d) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.6.1 will survive the termination of this Agreement.

3.6.2 Contractor will defend, indemnify, save, and hold State of Oregon ("State") and its officers, employees, and agents harmless for, from, and against all claims, actions, liabilities, damages, losses, and/or expenses, including, without limitation, attorney fees and costs, arising from a tort, as now or hereafter defined in ORS 30.260, caused, and/or alleged to be caused, in whole or in part, by Contractor's negligent or willful acts or omissions (and/or Contractor's Representatives) (individually and collectively, "Claims"). State will, in all instances, except for Claims arising solely from State's negligent or willful acts or omissions, be indemnified by Contractor from and against all Claims. Contractor will not defend any Claim in the name of State (or any State agency), nor purport to act as State's legal representative (or any State agency) without the prior written consent of the Oregon Attorney General. State may, at any time at its election, assume its own defense and settlement if State determines that Contractor is prohibited from defending State or that Contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense. Contractor's indemnification obligations provided in this Section 3.6.2 will survive the termination of this Agreement.

3.7 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

3.8 Records. Contractor will maintain complete and accurate records concerning all Services performed and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4 Term; Termination.

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until December 31, 2021, unless sooner terminated as provided in this Agreement. This Agreement may be renewed for two additional consecutive terms of two years each (for a total cumulative maximum term of six years) upon the parties' mutual written agreement; provided, however, City makes no representations, guarantees, commitments, and/or promises to extend the term of the Agreement after the initial two-year term. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by providing 30 days' prior written notice of such termination to Contractor.

4.2 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following "for cause" events: (a) Contractor engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Contractor fails to comply with any Law; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any "for cause" event has occurred will be made by City in City's sole discretion.

4.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation related to or concerning the Services. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

5. Miscellaneous.

5.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

5.3 Governing Law; Venue; Remedies. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction

governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Crook County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Crook County, Oregon. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.


5.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

5.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all other oral or written negotiations, discussions, representations, and/or agreements. Contractor has not relied on any City promises, statements, representations, and/or warranties except as set forth expressly in this Agreement.

5.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:
City of Prineville,
an Oregon municipal corporation


By: Steve Forrester, City Manager

Federal Tax Id. No.: 93-6002239

CONTRACTOR:
Central Oregon Intergovernmental Council,
an Oregon intergovernmental entity organized under
ORS Chapter 190


By: Tammy Baney, Executive Director

Federal Tax Id. No.: 93-0620261

Schedule 1.1
Description of Services

In addition to all other Services provided under this Agreement, Contractor will perform the following Services for and on behalf of City:

1. Contractor will provide those transit services identified under the Grant Contract. Contractor will provide demand responsive general public transportation for City within City's boundaries depicted and identified in the Prineville Rural Dial-A-Ride Service Area Map attached hereto as Exhibit D. The public transportation service is demand-response. Passengers are picked up at their origin and dropped off at their destination. Demand responsive services will be provided Monday through Friday from 7:00 a.m. to 5:30 p.m., until the parties' agree otherwise in writing.

2. Contractor will transfer passengers via the Community Connector shuttle to Redmond. The shuttle operates Monday through Friday with five roundtrips connecting Prineville and Redmond per day.

3. Contractor will provide and maintain all vehicles required to provide the Services in good operable repair and safe condition and accordance with state and federal asset management requirements.

4. Contractor will provide buses which are wheelchair-equipped. All established bus stops must be ADA-complaint.

5. Contractor will work with local agencies - including St. Charles Health System, Crook County Library, Housing Works, the senior center, Central Oregon Coalition for Access, and High Desert Advocates - to ensure that Services are meeting priority needs.

6. Subject to the terms and conditions contained in this Agreement, Contractor will provide the Services in a manner consistent with COIC's Human Services Transportation Coordination Plan adopted in 2018 and Cascade East Transit's 2040 Transit Master Plan (adoption pending summer 2020), which will help guide future investment in elderly, disabled, and low-income transportation and potential boundary adjustments as City's population growth changes.

7. Contractor will provide an outreach and marketing program to support the Services, including, without limitation, development and maintenance of a website outlining the Services. The website will provide service notifications, information about required policies and programs, information about filing public comments or complaints, and other information as directed by City from time to time.

8. All other public transportation services identified in that certain City of Madras Request for Proposals – Public Transportation Services dated October 15, 2019.

Schedule 2.1
Fee Schedule

Subject to the terms and conditions contained in this Agreement, City will pay Contractor the following compensation in consideration of Contractor's performance of the Services in accordance with this Agreement:

Fiscal Year	Annual Compensation
2019/2020	\$92,488
2020/2021	\$92,488
2021/2022	\$97,112
2022/2023	\$101,967
2023/2024	\$107,066
2024/2025	\$112,419

Exhibit A
Insurance Requirements

In addition to all other insurance required to be maintained by Contractor under this Agreement, Contractor will obtain and maintain the minimum insurance required under Section 9 and Exhibit C of the Grant Contract, including, without limitation, the following:

1. Workers' Compensation Insurance. Contractor will maintain workers' compensation insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined under ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of no less than \$500,000 must be included.

2. Commercial General Liability Insurance. Contractor will maintain commercial general liability insurance covering bodily injury, death, and property damage in form and with coverages that are satisfactory to State. This insurance will include personal injury liability, products, and completed operations. Coverage will be written on an occurrence form basis, with no less than the following amounts as determined by State:

2.1 Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

2.2 Automobile Liability Insurance: Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the commercial general liability insurance (with separate limits for "commercial general liability" and "automobile liability"). Automobile liability insurance must be no less than \$1,000,000 per occurrence (all claimants for claims arising out of a single accident or occurrence).

3. Additional Insured. The commercial general liability insurance and automobile liability insurance must include State and State's Representatives as additional insureds but only with respect to the Services performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

4. Tail Coverage. If any required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor will maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the Effective Date, for a minimum of 24 months following the later of (a) Contractor's completion of the Services, or (b) expiration of all warranty periods, if any, provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Contractor will maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

5. Notice of Cancellation or Change: Certificates of Insurance. Contractor must provide 30 days' written notice to City before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Contractor will provide City certificate(s) of insurance and endorsements for all required insurance before Contractor performs any Services. Certificate(s) and endorsement(s) must specify (a) all entities and individuals who are endorsed on the policy as additional insureds, and (b) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit B
Certifications and Assurances

1. Contractor will comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

2. Contractor will comply with all applicable requirements included in the Master Agreement signed and attested by State (the "Master Agreement"). The Master Agreement is incorporated by this reference and made part of this Agreement. The Master Agreement is available upon request from State by calling (503) 986-3300 or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered under this Agreement:

2.1 Contractor will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor will not exclude any person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor will report to City and State on at least an annual basis any active lawsuits or complaints, including dates, summary of allegation, and status of lawsuit or complaint, including whether the parties entered into a consent decree.

2.2 Contractor will comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.

2.3 Contractor will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. Contractor's DBE program, if applicable, as required under 49 CFR part 26 and as approved by USDOT, is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms will be treated as a violation of this Agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2.4 Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Contractor's failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

3. By executing this Agreement, Contractor certifies to State and City that Contractor has not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, and/or any other federal award and/or the extension, continuation, renewal, amendment, and/or modification of any federal contract, grant, loan, cooperative agreement, and/or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Services, Contractor will complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure.

Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Exhibit C

Oregon Public Transit Information System

Information required by 2 CFR 200.331(a), may be accessed at [www.oregon.gov/odot/pt/Oregon Public Transit Information System \(OPTIS\)](http://www.oregon.gov/odot/pt/Oregon%20Public%20Transit%20Information%20System), as the information becomes available.

Exhibit D
Prineville Service Area Map

PRINEVILLE RURAL DIAL-A-RIDE SERVICE AREA MAP

Monday - Friday | 7:00am - 5:30pm

