

**INTERGOVERNMENTAL AGREEMENT BETWEEN
MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT AND
WASCO COUNTY**

FOR Public Transportation under FTA 5310 Discretionary Grant Program

THIS AGREEMENT, made this **15th day of January 2025**, by and between the Mid-Columbia Economic Development District (hereinafter the “District”), an Economic Development District formed under ORS190 and RCW 39.34, and Wasco County (hereinafter the “County”).

RECITALS:

WHEREAS, ORS Chapter 190 authorizes governmental entities such as counties and economic development districts to enter into written agreements for the performance of any or all functions and activities that either entity has the authority to perform on its own.

WHEREAS, the County has requested, and the District has agreed, to provide certain services, personnel, and materials to support the administration of the **FTA 5310 Discretionary Grant**.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants of the District and County, each to the other giving, the District and County do hereby agree as follows:

1. Services to be Provided:

The District will provide the services, personnel and materials to complete the work activities described in the Scope of Work (Section 2) below.

The County will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Scope of Work:

The District will provide the following services to support the implementation and administration of the FTA 5310 Discretionary grant as defined in **ODOT Agreement 35709 as Attachment A and incorporated by reference**.

The FTA 5310 Discretionary grant provides funding to purchase accessible public transportation services for seniors, individuals with disabilities, and the general public in Wasco County, Oregon, including the City of The Dalles. Services may include deviated fixed routes or other service types determined to meet the scope of this grant and the needs of the community. The services provided should be consistent with the adopted Coordinated Public Transit Human Services Transportation Plan and other applicable transportation plans. This project also supports the administrative costs required to manage the service contract.

The District shall include any equipment purchase valued at \$50,000 or more, any transit vehicle acquired, and any transit facility constructed subject to this Agreement in Recipient's Agency Periodic Report and Transit Asset Management reporting to State.

In coordination with the County, the District shall monitor performance to assure adherence to performance goals, schedules or other requirements consistent with the Grant Agreement contained in Exhibit A. The District shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>.

3. Consideration:

The total project cost is estimated at \$1,130,000. In accordance with the terms and conditions of this Agreement, State shall provide the County, who will pass through to the District, an amount not to exceed \$904,000 ("Grant Funds"). The District will provide \$226,000 in matching funds for the project, which could include Wasco County Statewide Transportation Improvement Fund (STIF) Formula Funds as stipulated in the adopted Wasco County STIF Formula Fund Plan. The District will be responsible for all Project Costs not covered by the Grant Funds.

4. Disbursement and Recovery of Grant Funds:

- a. Allowable Costs.** Grant Funds may be expended only for costs that are directly and reasonably related to Scope of Work provided under Exhibit A of this Agreement and in accordance with the terms and conditions of this Agreement.
- b. Recovery of Grant Monies.** Any Grant Funds disbursed to the District under this Agreement that are expended in violation or contravention of one or more of the provisions of the Grant Agreement or this Agreement ("Misexpended Funds") or that remain unexpended on termination or expiration of this Agreement ("Unexpended Funds") must be returned to County. The District shall return all Misexpended Funds to County promptly after County's written demand and no later than 15 days after County's written demand. The District shall return all Unexpended Funds to County within 14 days after the termination or expiration of this Agreement, as applicable.

5. Term:

This Agreement shall become effective the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **December 31, 2026** (the "Expiration Date").

6. Notices:

All notices, requests, demands and other communications to or upon the parties hereto shall be in writing and shall be deemed to have been duly given or made when deposited in the mails, addressed to the party to which such notice, request, demand or other communication is requested or permitted to be given or made hereunder at the addresses set forth below or at such other address of which such party shall have notified in writing the other party hereto. Those notices, requests, demands or other communications relating to termination or amendment shall be in writing and mailed certified and postage prepaid.

If to County:

County Administrator
Wasco County
511 Washington Street
The Dalles, OR 97058

If to District:

Executive Director
Mid-Columbia Economic Development District
802 Chenoweth Loop Road
The Dalles, OR 97058

7. Severability:

If any portion of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. Amendment:

The District and the County may, from time to time, request changes to this Agreement or its provisions. Any such changes that are mutually agreed to by the District and the County shall be incorporated herein by written amendment to this Agreement. It is agreed and understood that no material or substantive alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by all parties to this agreement. Any oral understanding or agreements shall not be binding unless made in writing and signed by all parties to this agreement.

9. Extension and Termination:

This IGA may be extended and/or terminated by mutual consent of both parties. The County may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the District, or at such later date as may be established by the County and submitted in writing to District. District may terminate this Agreement without cause by providing thirty (30) days written notice of such intent to the County.

10. Compliance with Applicable Laws:

Each party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap. In addition, each party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

11. Assignment:

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other party or parties.

12. Insurance:

Each party agrees to maintain insurance levels or self-insurance in accordance with Exhibit B.

13. No Implied Waiver:

No failure on the part of the parties hereto to insist upon the strict performance of any provision of this Agreement or to exercise any right called for herein shall constitute a waiver of any provision of this Agreement or the rights of the parties hereto.

14. Records:

All records, including financial, supporting documentation, must be retained in accordance with Section 8 of the Grant Agreement and for a period of six (6) years from the End Date of this Agreement.

15. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. No Agency:

This Agreement does not in any way constitute or nominate either of the parties as the agent or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party to this Agreement.

17. Indemnity:

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 (the "Act"), to the extent the Act is applicable, the District and the County shall release, defend, indemnify, and hold harmless one another and one another's officers, board members, commissioners, employees, and agents from and against all damages, claims, injuries, costs, or judgments which may in any manner arise as a result from either parties' actions pursuant to this Agreement.

18. Entire Agreement:

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior agreements, commitments, representations, writings, and discussions between them regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the County and the District have executed this Agreement pursuant to due authority, as evidenced by the signature of the duly appointed representative of each entity below.

Wasco County

By:  _____
Scott C. Hege, Commission Chair

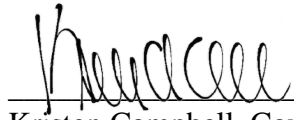
Mid-Columbia Economic Development District

By:  _____
Jessica Metta, Executive Director

Date: 1-15-2025

Date: January 16, 2025

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Kristen Campbell', is written over a horizontal line.

Kristen Campbell, County Counsel
4916-9345-8441, v. 1