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Để yêu cầu dịch vụ dịch thuật hoặc điều chỉnh liên quan đến tình trạng khuyết tật, vui lòng liên hệ với chúng tôi qua **SS-ADArequest@clackamas.us** | **503-655-8640**.



Clackamas County
www.clackamas.us

July 9, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Personal Services Contract with MTR Western for operation of the Last Mile Shuttle program. Contract Value is \$5,150,740 for 5 years. Funding is through Statewide Transportation Improvement Funds. No County General Funds are involved.

Previous Board Action/Review:

Previous contract approved by BCC 060321-A.2

Amendment #1 20230420-III.E.11

Amendment #2 20240502-I.E.1,

Amendment #3 20250320-III.D.2

Performance Clackamas: Safe, Secure, and Livable Communities

Counsel Review: Yes, Amanda Keller

Contact Person: Tracy Garell

Procurement Review: Yes

Contact Phone: 503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing and Human Services Department requests approval of a Personal Services Contract with MTR Western, LLC to provide operation services for the Last Mile Shuttle program in Clackamas County.

The Last Mile Shuttle program provides daily transit services through operation of the Oregon City Last Mile Shuttle, Clackamas Industrial Shuttle, CCC Xpress Shuttle, and Estacada Shuttle. Shuttle services help reduce service gaps between TriMet and communities outside of TriMet's service district. TriMet's HB 2017 Transit Advisory Committee approved the Last Mile Shuttles as a project of the Regional Coordination Program, funded through Statewide Transportation Improvement Funds (STIF). No County General Funds are involved.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve the Contract (12576) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh

Director of Health, Housing and Human Services

For Filing Use Only



CLACKAMAS COUNTY
PERSONAL SERVICES CONTRACT
Contract #0000001760

This Personal Services Contract (this “Contract”) is entered into between **MTR Western LLC** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), acting by and through its Department of Health, Housing, and Human Services - Social Services Division.

ARTICLE I.

- 1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2031.**
- 2. **Scope of Work.** Contractor shall provide the following personal services: Last Mile Shuttle Operation Services (“Work”), further described in **Exhibit A.**
- 3. **Consideration.** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Five Million One Hundred Fifty Thousand Seven Hundred Forty Dollars (\$5,150,740.00)** for accomplishing the Work required by this Contract. This amount includes the following: (i) fixed hourly rates for performing the Work (Exhibit B); (ii) up to \$35,000 per Contract year for preventative maintenance of fleet. Any change to hours and/or routes shall be made in writing on terms mutually acceptable to the parties.

Consideration rates during the term of this Contract are on a time and material basis in accordance with the rates and costs specified in Exhibit B, Contractor’s Fee Schedule and Exhibit D, Contractor's Proposal. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A and Exhibit B.

County’s performance under this Contract is contingent upon County receiving funds from the State of Oregon under HB 2017 HB 2017 Keep Oregon Moving State Payroll Tax – Statewide Transportation Improvement Funds (“STIF”) Regional Coordination Program, attached hereto as Exhibit C (“STIF Agreement”). Contractor is required to perform the Work in accordance with the applicable terms of the STIF Agreement. In no event shall County be obligated to perform under this Contract if funds are not actually received from the State of Oregon under the Agreement.

- 4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Kristina Babcock at KBabcock@clackamas.us and Aryn Zanca at AZanca@clackamas.us

- 5. **Travel and Other Expense.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference

and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

- 6. Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, Exhibit C, and Exhibit D.

7. Contractor and County Contacts.

Contractor Administrator: Bobby Lauterjung Phone: 949-306-3261 Email: bobby@mtrwestern.com	County Administrator: Kristina Babcock Phone: 503-655-8640 Email: KBabcock@clackamas.us
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Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

ARTICLE II.

- 1. Access to Records.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Future Funds.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. Governing Law.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

7. Indemnity, Responsibility for Damages.

- a. County: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- b. Tri-Met: Contractor agrees to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the parties that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by Contractor from and against any and all Claims.

No attorney engaged by Contractor shall defend any claim in the name of TriMet nor purport to act as legal representative of TriMet without the prior written consent of TriMet. TriMet may, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending TriMet or that Contractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against Contractor if TriMet elects to assume its own defense.

- 8. Independent Contractor Status.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.

- 9. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The

insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or emailed to the County Contract Analyst.

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Abuse & Molestation endorsement with limits not less than \$500,000 per occurrence if not included in the Commercial General Liability policy.
Contractor shall further retain all insurance required by Exhibit B of the STIF Agreement.

The policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article I, Section 7. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

12. Ownership of Work Product. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor 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 or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the 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. Notwithstanding the above, County shall have no

rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only.

- 13. Representations and Warranties.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 14. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 10, 12, 13, 14, 15, 17, 20, 21, 25, 27, 28, 32, 33, and 34, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. 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 the Contract did not contain the particular term or provision held to be invalid.
- 16. Subcontracts and Assignments.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16 and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. Tax Compliance Certification.** The Contractor shall comply with all federal, state and local laws, regulation, applicant and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. Termination.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 20. Remedies.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- 21. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 23. Foreign Contractor.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. Force Majeure.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor 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.
- 25. Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
 - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
 - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
 - f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

28. **Reserved.**

29. **Criminal Background Check Requirements.** Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities.

30. **Reserved.**

31. **Reserved.**

32. **Reserved.**

33. **Reserved.**

34. **Merger.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

MTR Western LLC

Clackamas County

 June 22, 2026
Authorized Signature Date

Signature Date

Jeremy Butzlaff - President

Name: _____

Name / Title (Printed)

Title: _____

736157-92
Oregon Business Registry #

Approved for Legal Sufficiency:

FLLC/Washington
Entity Type / State of Formation

 6/22/2026
County Counsel Date

EXHIBIT A
RFP 2026-01 – LAST MILE SHUTTLE SERVICES
PUBLISHED FEBRUARY 12, 2026
SCOPE OF WORK

INTRODUCTION

Clackamas County requests proposals from qualified private firms for the daily operation of four (4) Last Mile shuttle services in Clackamas County. Only qualified firms with a minimum of five (5) years of verifiable experience in providing similar services will be considered. The proposal should include a coordinated approach to service, showing how efficiencies could be gained through coordination of the four separate Last-Mile shuttle services. The selected Contractor will use equipment owned by Clackamas County and will store said equipment in a County-owned facility or as otherwise designated and approved by the County.

Requested services include:

- Operation of the Oregon City Last Mile Shuttle (deviated fixed route)
- Operation of the Clackamas Industrial Shuttle (deviated fixed route)
- Operation of the CCC Xpress Shuttle (deviated fixed route)
- Operation of the Estacada Shuttle (deviated fixed route)

All services must meet the requirements of the Americans with Disabilities Act (“ADA”) of 1990 and its amendments. The Contractor must also meet any new requirements that are added during the period of this Contract. It shall be the full responsibility of the Contractor to monitor all Federal, State, County, and City laws involving Transit Service and make necessary changes should these laws change during the term of this Contract. See Federal Transit Administration Requirements.

Clackamas County currently does not charge a fare for all shuttle services. This is subject to change at the discretion of the County.

BACKGROUND

Clackamas County Social Services currently provides public transit service, known as the Mt Hood Express (“MHX”), seven (7) days a week for both commuter routes and point-to-point fixed routes through a contractor out of the City of Sandy. The Shuttles are newer services that began in 2021. These shuttle services serve a variety of needs for passengers in the Oregon City, Estacada, and Clackamas Industrial areas.

SCOPE OF WORK

SERVICE DESCRIPTION

New deviated fixed route services are described below. Clackamas County reserves the right to change or alter the services proposed; redesign schedules and/or routes; and change the days and hours of operation as it deems necessary.

Deviated Fixed Route-Oregon City

Clackamas County operates the Oregon City Last Mile shuttle, which is a deviated fixed route service for a total of 10 revenue hours per day. Clackamas County reserves the right to change the number of hours and routes proposed for the deviated fixed route services. If the changes result in more than 15% of the contract hours, contract costs will be negotiated to neutralize the impact. A copy of the schedule and route maps can be found on at www.rideclackamas.org.

CONTRACTOR SHALL:

- Provide up to, but not limited to, a minimum of 12 hours per day of weekday deviated fixed route transit service.
- No weekend deviated fixed route transit service is needed in fiscal year 1. This is subject to change in year 2, where 10 hours of weekend deviated fixed route transit service may be added.
- Provide dispatcher and/or supervisory support during all service hours.
- Ensure that vehicle operator and other personnel needed are employed and fully trained (including a full understanding of the services to be provided). Full personnel files must be available upon request (training, drug and alcohol testing, medical cards, ODL, etc.).
- Contractor will be compensated on a monthly basis following submission of an invoice to Clackamas County with accompanying documentation, including information required for Federal or State reporting.

The revenue hour rate established by the Contractor shall be sufficient to include all costs of operating the service. This includes drivers, dispatch, equipment not provided by the County, administration, management, and other miscellaneous expenses such as office supplies, and drug testing. The revenue hour rate will NOT include fuel (paid directly by the County) and preventative maintenance (reimbursed by the County)

During fiscal year July 1, 2026 – June 30, 2027, the transit service will have five (5) weekdays of operation and zero (0) weekend days of operation. 3,100 annual vehicle revenue hours on the Oregon City Last Mile shuttle.

During fiscal years 2 and 3, transit service may increase to include one (1) weekend day of operation.

Service hours for the Oregon City Last Mile shuttle are currently between 6:30am – 9:00pm.

Deviated Fixed Route-Clackamas Industrial

Clackamas County operates the Clackamas Industrial shuttle which is a deviated fixed route service for a total of 10 revenue hours per day. Clackamas County reserves the right to change the number of hours and routes proposed for the deviated fixed route services. If the changes result in more than 15% of the contract hours, contract costs will be negotiated to neutralize impact. A copy of the schedule and route maps can be found at www.rideclackamas.org.

CONTRACTOR SHALL:

- Provide up to, but not limited to, a minimum of nine (9) hours per day of weekday deviated fixed route transit service.
- Provide dispatcher and/or supervisory support during all service hours.
- Ensure that vehicle operator and other personnel needed are employed and fully trained (including full understanding of the services to be provided). Full personnel files must be available upon request (training, drug and alcohol testing, medical cards, ODL, etc.)
- Contractor will be compensated on a monthly basis following submission of an invoice the Clackamas County with accompanying documentation, including information required for Federal or State reporting.

The revenue hour rate established by the Contractor shall be sufficient to include all costs of operating the service. This includes drivers, dispatch, equipment not provided by the County, administration, management, and other miscellaneous expenses such as office supplies and drug testing. The revenue hour rate will NOT include fuel (paid directly by the County) and preventative maintenance (reimbursed by the County)

From July 1, 2026 – June 30, 2027, the transit service will have five (5) weekdays of operation and zero (0) weekend days of operation. 2,300 annual vehicle revenue hours on the Clackamas Industrial shuttle.

During fiscal years 2 and 3, transit service may increase to include one (1) weekend day of operation. Service hours for the Clackamas Industrial shuttle are currently between 4:50am – 8:30pm

Deviated Fixed Route-CCC Xpress

Clackamas County operates the CCC Xpress shuttle, which is a deviated fixed route service for 14 revenue hours per day. Clackamas County reserves the right to change the number of hours and routes proposed for the deviated fixed route services. If the changes result in more than 15% of the contract hours, contract costs will be negotiated to neutralize impact. A copy of the schedule and route maps can be found at www.rideclackamas.org.

CONTRACTOR SHALL:

- Provide up to, but not limited to, a minimum of 14 hours per day of weekday deviated fixed route transit service.
- Provide up to, but not limited to, a minimum of 0 hours per day of weekend deviated fixed route transit service.
- Provide dispatcher and/or supervisory support during all service hours
- Ensure that vehicle operator and other personnel needed are employed and fully trained (including full understanding of the services to be provided). Full personnel files must be available upon request (training, drug and alcohol testing, medical cards, ODL, etc.)
- Contractor will be compensated on a monthly basis following submission of an invoice the Clackamas County with accompanying documentation, including information required for Federal or State reporting.

The revenue hour rate established by the Contractor shall be sufficient to include all costs of operating the service. This includes drivers, dispatch, equipment not provided by the County, administration, management, and other miscellaneous expenses such as office supplies and drug testing. The revenue hour rate will NOT include fuel (paid directly by the County) and preventative maintenance (reimbursed by the County)

During fiscal year July 1, 2026 – June 30, 2027, the transit service will have five (5) weekdays of operation and zero (0) weekend days of operation. 3,575 annual vehicle revenue hours on the CCC Last Mile shuttle.

During fiscal years 2 and 3, transit service may increase to include one (1) weekend day of operation.

Service hours for the CCC Xpress shuttle are currently between 5:30am – 9:30pm.

Deviated Fixed Route-Estacada

Clackamas County operates the Estacada shuttle which is a deviated fixed route service for a total of 14 revenue hours per day. Clackamas County reserves the right to change the number of hours and routes proposed for the deviated fixed route services. If the changes result in more than 15% of the contract hours, contract costs will be negotiated to neutralize impact. A copy of the schedule and route maps can be found at www.rideclackamas.org.

CONTRACTOR SHALL:

- Provide up to, but not limited to, a minimum of 14 hours per day of weekday deviated fixed route transit service.
- Provide up to, but not limited to, a minimum of 0 hours per day of weekend deviated fixed route transit service.
- Provide dispatcher and/or supervisory support during all service hours
- Ensure that vehicle operator and other personnel needed are employed and fully trained (including full understanding of the services to be provided). Full personnel files must be available upon request (training, drug and alcohol testing, medical cards, ODL, etc.).
- Contractor will be compensated on a monthly basis following submission of an invoice the Clackamas County with accompanying documentation, including information required for Federal or State reporting.

The revenue hour rate established by the Contractor shall be sufficient to include all costs of operating the service. This includes drivers, dispatch, equipment not provided by the County, administration, management, and other miscellaneous expenses such as office supplies and drug testing. The revenue hour rate will NOT include fuel (paid directly by the County) and preventative maintenance (reimbursed by the County)

During fiscal year July 1, 2026 – June 30, 2027, the transit service will have five (5) weekdays of operation and zero (0) weekend days of operation. 3,590 annual vehicle revenue hours on the Estacada Shuttle.

During fiscal years 2 and 3, transit service may increase to include one (1) weekend day of operation.

Service hours for the Estacada shuttle are currently between 5:30am – 9:30pm.

Special Event Shuttle Service

Clackamas County occasionally provides special community shuttles as a part of its services.

CONTRACTOR SHALL

- Provide special event shuttle service occasionally upon request.

COUNTY SHALL

- Provide at least seven (7) days of advance notice for special event shuttle service requests.

Dispatch and Supervisory Support

Dispatch and supervisory support will be provided under this contract. In office dispatch services shall be maintained during all hours of operation. Proposers should provide a detailed explanation of scheduling and dispatching methodologies, describe experience and identify any special hardware and/or software used for this purpose. An automated answering system must be used during non-business hours to provide general information and accept route deviations in compliance with ADA requirements.

CONTRACTOR SHALL:

- Provide an Operations Manager or equivalent position under their personnel structure. The Operations Manager will be on-call during all hours of operations. The Operations Manager is responsible for the supervision of drivers and other operation personnel, daily work schedules, billing, reporting, accident and incident response, invoicing, and other duties as assigned.

- Provide maintenance management through the use of a Fleet Manager or equivalent position under their personnel structure. The Fleet Manager will schedule and supervise maintenance services, including the transportation of vehicles of maintenance services with vendors. The Fleet Manager will also ensure Clackamas County is compliant with all State and Federal maintenance regulations, as well as, the prescribed preventative maintenance schedules. All vehicles must be in a State of Good Repair.
- Answer calls received during office hours promptly and professionally, providing information about all Clackamas County transit services, arrange route deviations, and provide referral information for other questions, such as how to get to a destination outside of the Clackamas County services.
- Ensure all managers, supervisors, and dispatchers are trained in Clackamas County service parameters (schedules, fares, general operation, services, etc.)
- Provide and maintain detailed documentation of scheduling and dispatching methodologies. Documenting processes for call taking, scheduling, dispatching, record keeping, fare collection, pass sales, accidents, emergencies, and all dispatcher duties and procedures.

SERVICE TRANSITION

THE CONTRACTOR SHALL facilitate an efficient transition of service, which will entail working cooperatively with the County and the outgoing contractor at the beginning of the contract period and, similarly, with County and the incoming contractor at the end of the contract period. A transition schedule will be established detailing a list of critical tasks, deadlines for their completion, and person(s) responsible for each.

GENERAL CONDITIONS AND REQUIREMENTS

Equipment and Facilities

County and Contractor agree that vehicles will be delivered to Contractor in good condition with each vehicle meeting or exceeding all safety standards. The Contractor will notify the county immediately if, at any time, the vehicles are not in said condition. A complete report will be developed of any mechanical or other problems noted on a vehicle. The County will ensure that vehicles conform to all legal requirements for Transit Service vehicles.

CONTRACTOR SHALL:

- Ensure all physical damage to vehicles, regardless of cause, is repaired in a high-quality manner as soon as possible. Repairs in excess of \$1,500 in value require written permission from the County.
- Report vehicle damage to the County immediately. When necessary, Contractor will provide a driver to pick up or deliver the vehicle to the Repair facility, Dealer, or Warranty Agent.
- Provide a monthly vehicle maintenance log for all services on each vehicle to the County. All service records will be kept on all vehicles and will be made available at the end of each month.
- Handle all vehicle warranty claims and Safety Bulletin Certificates of Compliance
- Ensure the vehicles are in good condition and are fully equipped with all required safety supplies. The County expects the vehicles to be a source of County pride.
- Keep and maintain a bus washing log that details the time and date of the biweekly cleanings of both interior and exterior of each bus.
- Conduct required pre and post vehicle inspections and complete the Daily Vehicle Inspection form approved by the County. These forms will be submitted according to current County procedure. The Contractor will promptly report any problems to the County and will not put any vehicle on the road unless it meets agreed safety standards.
- Equip all vehicles with emergency equipment as required for transit vehicles and as defined in consultation with the County. This equipment includes but is not limited to first aid kit, blood borne pathogens kit, cleaning supplies, ice scraper and flashlight.

- Use provided technology for tracking passengers and maintain GPS location for real-time arrivals. The Contractor will promptly report any problems to the County and will not put any vehicle on the road unless all on board technology is functioning properly.
- Have all fire extinguishers serviced on a routine basis or as required.
- Provide drive cam systems to monitor driver behavior on the buses.
- Provide office space for day-to-day operations that meets the needs of the service and includes dispatch capacity.
- Provide any specialized equipment for their employees.

CONTRACTOR SHALL be responsible for:

- At least daily cleaning of the inside of the vehicles which will include: sweeping; spill and smudge clean-up; wiping of handrails; and trash or lost item removal.
- As soon as possible cleaning of all spills that may cause a slip hazard or blood borne pathogen hazard.
- As needed cleaning of windows, mirrors and exterior lights for safe vehicle operation.
- At least biweekly, a thorough detailed cleaning of the inside of the bus which includes at least: washing floors, walls, windows, ceiling, and all washable surfaces.
- At least biweekly, a thorough cleaning of the exterior of the bus.

COUNTY SHALL:

- Provide the contractor with all vehicles. The fleet currently consists of ten (10) 20-25 foot cutaway buses (12-14 passenger). All vehicles are lift-equipped and meet ADA requirements. This fleet may be modified at any time by the County. See the Vehicle Fleet list in Attachment A for more information.
- Provide all vehicles as needed for the required service. The vehicles provided will be sufficient to provide the services.
- Obtain registrations and vehicle licenses for all County-owned vehicles.
- Equip all vehicles with fire extinguishers and an emergency triangle.
- Equip all vehicles with Mobile Data Terminals for tracking passengers electronically and tracking buses via GPS.
- Provide vehicle storage at County facilities or as otherwise specified within the County limits.
- Provide all fuel and fuel purchasing cards for transit vehicles at Pacific Pride fueling stations. All vehicles provided to Contractor by County are to be used exclusively for the provision of this service. Personal usage and/or use for any other purpose is prohibited.
- Periodically, inspect the bus cleaning log and spot check vehicles for cleanliness.
- Be responsible for vehicle markings and paint color and no changes will be made without specific County consent.

Insurance

CONTRACTOR SHALL:

- Procure and maintain, at Contractor's sole expense, at all times during the duration of this Contract, the following kinds and forms of insurance, which will include, but are not limited to General Liability, Worker's Compensation Insurance, Commercial Automobile Insurance and Automobile Liability Insurance.
- Be responsible for being in compliance with all Federal and State Funding source requirements.
- Include as an Additional Insured Clackamas County, its Elected Officials, Officers, Employees, Agents and Volunteers, from any and all claims for Bodily Injury, Death and/or Property Damage, which may arise from Contractor's operations under this Contract.
 - Other additionally insured Certificates will be required including but not limited to Oregon Department of Transportation and Tri County Metropolitan Transportation District.

- Provide the County with updated Certificates of Insurance showing the required coverages. Certificates of Insurance will provide the following:
 - Minimum thirty (30) days written notice of policy or coverage cancellation, or material alteration or reduction in coverages or coverage limits to the County
 - Contractor’s insurance carrier(s) will be liable for the full amount of any loss or claim for which the Contractor is liable, up to and including the total limit of liability, without right of contribution from any other insurance which may be in effect for the benefit of the County
 - The insurance policies will be written by an Insurance Company or Companies authorized to conduct business in the State of Oregon and acceptable to the County
 - All insurance carriers will carry a Best Rating of “A” or better
 - Any liability arising on behalf of Contractor with regard to this Contract is not limited by the insurance requirements listed herewith.

Accident and Incident Reporting

CONTRACTOR SHALL:

- Notify the County immediately of any vehicle collision.
- Notify proper law enforcement officers and the County of any vehicle accident, missing, vandalized or stolen vehicles or equipment incidents involving the vehicle and any operations that might result in a claim within twenty-four (24) hours of discovery. Incident reports will include date, time and employee narrative along with the name, address, and phone contact of all parties involved and must be completed within 24 hours.
- Work with law enforcement officers in any unlawful activity that occurs within the vehicle or as noted in other areas of operation.
- Pay for vehicle repair costs and/or the insurance deductible for any accident or incident while operated by their employees.

Hiring, Training, and Evaluation

CONTRACTOR SHALL:

- Be responsible for driver, dispatcher, supervisor hiring, orientation and on-going training, supervision and evaluation. Contractor will conduct criminal, Department of Motor Vehicles and employment background checks before hiring employees. County will work with Contractor to develop minimum standards for acceptable driver background and history.
- Provide County with monthly list of all hirings and trainings. County reserves the right to disapprove of any employee of Contractor that will provide service to the County.
- Ensure that all drivers of vehicles purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Contractor shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- Ensure compliance with Federal Transit Administration (FTA) regulations as described in 49 CFR Part 655 (as amended), Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations and 49 CFR Part 40, Conducting workplace drug and alcohol testing.
- Provide an outline of their training curriculums with the amount of time committed to each of the training topics with their proposal. County reserves the right to request additional training in any area it deems necessary
- Provide dispatch and driver training in at least the following areas:
 - Defensive driving including emergency situations
 - Passenger Safety
 - Blood Borne Pathogens

- Safety Equipment
- Cellular Phones and two-way radio equipment
- Accident procedures
- Customer service
- Passenger behavior problems and security training
- Passenger sensitivity and customer service
- Americans with Disabilities Act (ADA)
- Wheelchair Passenger Securement
- FTA Drug/Alcohol rules & regulations
- Vehicle Orientation for Vehicle Type
- Conduct at a minimum, annual evaluations that will include updated criminal and driver history checks and share annual report with County. Contractor will consult with County in developing evaluations regarding any input the County may have received from customers.
- Ensure that all drivers meet the following minimum criteria to participate in this program:
 1. No more than two (2) moving violations in any one-year period. No more than three (3) moving violations in any three (3) year period during the service contract or in the five (5) years prior to application of this program (personal and commercial records inclusive).
 2. If license has ever been suspended, applicant must have five (5) full subsequent years with no violations.
 3. If license has ever been revoked, must have ten (10) subsequent years with no violations.
 4. Under no condition, will an applicant be accepted as a driver for this program if (1) he/she has been convicted of a felony, (2) and/or has been convicted of a drug or alcohol offense including DUII diversion.
 5. Contractor will require drivers to inform his/her supervisor of any conviction for a moving traffic violation immediately after such conviction. Failure to provide proper disclosure may be grounds for suspension or dismissal.
- Provide uniforms for all field personnel, as approved by the County. These may include both summer and winter uniforms.

COUNTY reserves the right to require the removal of any driver, dispatcher or supervisor it deems is not an asset to the service.

Data Collection and Records Retention

CONTRACTOR SHALL:

- Collect information on numbers of riders including elderly and disabled ridership and other data as requested by the County. Contractor will maintain and provide daily ridership data for all services including demand-response logs showing name of rider, origin and destination location and times, distance traveled as well as scheduling and dispatch logs showing number of riders per trip.
- Provide a minimum of 95% trips “on-time”. A trip will be considered “on-time” if it falls within a window of + or –minus five (5) minutes. Contractor will monitor **deviated** fixed route for “on-time” performance and assure buses do not leave posted stop points before the time posted on the published schedules.
- Collect complaints, compliments and other comments about the service; respond promptly to all complaints (within 24 hours) and establish policies that complement and comply with the County’s processes and procedures. The County and Contractor, in the spirit of cooperation, will share this information on a regular basis.
- Work in coordination with the County to set fare policy, collect ticket sales and fares, provide a weekly accounting of revenue received, and arrange for bank deposit, if applicable. Contractor will establish a secure procedure for receiving fares and report on this process to the County.

County shall be solely responsible for establishing new fare rates. Contractor and its employees are prohibited from soliciting or accepting tips or gifts of any kind.

- Make and retain proper and complete books of record and account and maintain all fiscal records related to the service provided by the County in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audit of municipal corporations. State, the Secretary of State of the State of Oregon (Secretary), the Oregon Department of Transportation (ODOT), TriMet, the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Contractor shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Contractor as part of the Project, and any transportation services rendered by Recipient.
- Retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Contractor shall retain the records until the questions are resolved.

ADDITIONAL REQUIREMENTS

CONTRACTOR SHALL:

- Obtain permission from the County for the use of any subcontractor that will be used in conjunction with this Contract.
- This Contract shall not be sublet except with written consent of the County. No such consent shall be construed as making the County a party to such subcontract, nor subjecting the County to liability of any kind of to any subcontractor. No subcontract shall, under any circumstances, relieve Contractor of its liability and obligation under this Contract, and all transactions with the County must be through Contractor.
- There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties or responsibilities under this Contract without prior written approval of the County.
- No custom material produced in whole or in part under this Contract shall be subject to copyright or patent in the United States or in any country. County and the FTA shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom materials prepared under the Contract.
- Ensure that any and all information regarding any individual person served by the County is strictly confidential. Information may not be released to any party in any form without the authorization of the individual and the County.
- Ensure that practices, materials, supplies and equipment comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- Comply with all Federal, State and local licensing and/or regulatory requirements (including permits – OSHA, DOT, EPA) for the provision of transit services. As provided in the Contract,

Contractor will be bound by the terms and conditions of applicable Federal regulations as supplementary provisions of this Contract, as are imposed on the County for the proper administration of this Contract and under Federal funding requirements.

- Contractor shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- Notify the County immediately of any discrimination complaints.
- At its sole cost and expense, conform to any final orders issued by any State or Federal Agency with jurisdiction to correct Contractor discrimination in employment and/or ridership and shall fully save harmless and indemnify the County in this regard.
- At its sole cost and expense, obtain any and all permits, licenses, certificates or entitlements to operate as are now or hereafter required by any Agency specifically including the Oregon Department of Transportation (ODOT) and local building, planning and business license departments to enable Contractor to perform this Contract. Contractor will provide copies of all such entitlement to the County when received by Contractor. Contractor is liable for any and all taxes due as a result of this Contract.

Contractor understands that the award of contract and subsequent rendition of the service called for by these documents shall in no manner be construed so as to place contractor in a position to be entitled to the benefits afforded to the County employees or private transit operations under Section 3(e) of the Federal Transit Administration Act of 1964 (49 U.S.C., Section 1602(e) or any other comparable provision of federal or state law (or under any regulations promulgated thereunder), as they now exist or hereinafter may be amended. Contractor hereby waives any right it otherwise might have to assert any claim or claims under said provisions of law or that may be based upon principles of unfair competition.

No member of or delegate to the Congress of the United States or other elected local, State or Federal official or employee of Clackamas County will be admitted to any share or part of this Contract or to any benefit arising there from.

The County may terminate this Transit Contract at any time by giving Contractor sixty (60) days written notice thereof. Notice of termination will be given by certified mail. Upon termination the County will pay Contractor its allowable expenses incurred to date of termination and those expenses deemed necessary by County to effect termination. In the event that Contractor, at any time during the entire term of this Contract, breaches the requirements or conditions of the Contract and does not, within TEN (10) days of receipt of notice thereof from County, cure such breach or violation County may immediately terminate the Contract and will pay Contractor its allowable expenses to date of termination.

The Contractor may terminate this Transit Contract at any time by giving the County (120) day written notice thereof. Notice of termination will be given by certified mail.

CONTRACTOR SHALL supply on request any necessary information to complete grant requests and reporting requirements to the County.

This procurement will be funded, in whole or in part, by grant funds provided by the Oregon Department of Transportation (ODOT) under HB 2017. HB 2017 provides State Transportation Improvement Funds (STIF) for transit providers in Oregon. This procurement and contract shall be governed by applicable state and federal laws and regulations relating to third-party contracts.

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

COUNTY SHALL conduct overall program administration, grant application and preparation of grant compliance reports, planning, including route scheduling, design and marketing, developing travel guides and schedules for the public, and service quality monitoring on behalf of Shuttle Services.

LIQUIDATED DAMAGES

1. Purpose

The Contractor is required to operate all scheduled runs as defined in the final service schedule issued by Clackamas County. Reliable service is essential to ensure regional connections and maintain rider confidence. Liquidated damages are not a penalty, but a reasonable estimate of costs, administrative burden, and service disruption incurred by the County when scheduled runs are missed.

2. Definition of a Missed Run

A **missed run** is defined as:

- A scheduled trip that does not begin service,
- or**
- A run that begins but fails to complete the scheduled route,

Incidents caused by County-directed cancellations will *not* be considered missed runs.

3. Allowable Threshold

The Contractor may not exceed **two (2) missed runs per week** (Monday–Sunday).

- Any missed runs beyond this threshold will result in liquidated damages.

4. Liquidated Damages Amount

Liquidated damages shall be assessed at:

\$250 per missed run beyond the allowed two (2) per week.

The County may adjust this amount during contract negotiations based on service hours, route complexity, or administrative burden.

5. Assessment and Documentation

For each missed run:

1. Contractor must notify the County as soon as possible of any missed trips via email and phone call
2. County staff will notify the Contractor when the 2 missed runs per week threshold has been met
3. Contractor may submit written justification for missed runs within **five (5) business days**.
4. The county will issue a final determination and assessment.
5. Damages will be deducted from the next monthly invoice (or invoiced separately if needed).

6. Repeated Non-Compliance

If the Contractor exceeds the missed-run threshold for:

- **Four (4) consecutive weeks, or**
- **Six (6) weeks within any rolling 12-week period,**

The County reserves the right to:

- Require a corrective action plan,
- Implement increased monitoring, or
- Consider contract remedies up to and including termination for cause.

**APPENDIX A
COUNTY FLEET VEHICLES**

Program	CC Veh #	Plate#	Bus #	VIN	Description	Year/Make/Model	Length
LMS	19-8970	E288955	970	1FDFE4FS0KDC69067	E450 Cutaway bus	2019 Glaval Universal 22	23'
LMS	19-8971	E288952	971	1FDFE4FS4KDC69072	E450 Cutaway bus	2019 Glaval Universal 22	23'
LMS	19-8972	E288954	972	1FDFE4FS7KDC69082	E450 Cutaway bus	2019 Glaval Universal 22	23'
LMS	19-8973	E288951	973	1FDFE4FS5KDC69100	E450 Cutaway bus	2019 Glaval Universal 22	23'
LMS	23-8983	E296750	983	1FDFE4FN4PDD20877	E450 Cutaway bus	2023 Diamond Coach VIP	21'
LMS	23-8988	E299976	988	1HA6GUB76PN006286	Chevy 4500 Cutaway bus	2023 Starcraft	22'
LMS	24-8995	E303011	995	1FDFE4FN9RDD34339	E450 Cutaway bus	2024 Endera	24'
LMS	24-8996	E248996	996	1FDFE4FN2RDD34506	E450 Cutaway bus	2024 Endera	24'
LMS	24-8997	E303013	997	1FDFE4FN4RDD34541	E450 Cutaway bus	2024 Endera	24'
LMS	24-8998	E303012	998	1FDFE4FN9RDD34597	E450 Cutaway bus	2024 Endera	24'
LMS	24-8999	E303009	999	1FDFE4FN1RDD34609	E450 Cutaway bus	2024 Endera	24'

EXHIBIT B
CONTRACTOR FEE SCHEDULE

EXHIBIT B

COST PROPOSAL OREGON CITY / CLACKAMAS INDUSTRIAL SHUTTLES				
Service Description	Approx. Service Hours per Year	Total contract cost, per revenue hour: The hourly cost below reflects all fixed and variable costs involved in providing service		Total Annual Cost per Service (cost/hour x revenue hours)
		Year 1	Year 1	
Deviated Fixed Route - Oregon City Shuttle	3,100	\$	79.20	\$ 245,520.00
Deviated Fixed Route - Clackamas Industrial Shuttle	2,300	\$	79.20	\$ 182,160.00
Deviated Fixed Route - CCC Xpress	3,575	\$	79.20	\$ 283,140.00
Deviated Fixed Route - Estacada	3,590	\$	79.20	\$ 284,328.00
Total Operation Contract Cost/Year	12,565	\$	79.20	\$ 995,148.00

EXHIBIT C
STATEWIDE TRANSPORTATION IMPOROVEMENT FUNDS (“STIF”)

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT No. GG230847EVL
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
STATEWIDE TRANSPORTATION IMPROVEMENT FUNDS**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), is a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity (QE) designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758.

Pursuant to Resolution No. 22-12-69, TriMet's Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.

2. [Clackamas County], a Public Transportation Service Provider (Subrecipient).

DEFINITIONS:

As used in this Agreement, which includes all Exhibits:

1. "Americans with Disabilities Act" ("ADA") means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
4. "Fiscal Year" means the annual period which begins on July 1 and ends on June 30.
5. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. "Payroll Based Formula" means the portion of STIF funds disbursed per ORS 184.758(5), effective July 1, 2023.
7. "Population-Based Formula" means the portion of STIF Formula funds disbursed per ORS 184.758(3), effective July 1, 2023.
8. "Project" means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
9. "Project Manager(s)" means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.

EXHIBIT C-TRI-MET STIF AGREEMENT

10. “Public Transportation Services” means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may include services designed to meet the needs of a specific user group, including for older adults and individuals with disabilities, for purposes such as health care, shopping, education, employment, public services, personal business, or recreation. Public Transportation Services must be designated and advertised as Shared-Ride Service.
11. “Public Transportation Service Provider” (“PTSP”) means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services. Subrecipient is a Public Transit Service Provider.
12. “Qualified Entity” means a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
13. “Recipient” means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
14. “Representation Letter” means a letter prepared by a Subrecipient’s external auditors and sign by Subrecipient’s senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
15. “Satisfactory Continuing Control” means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
16. “Shared Ride Service” means a service where neither the operator nor any passenger may refuse to permit additional passengers that are otherwise complying with the operator’s rules and policies.
17. “STIF” or “Statewide Transportation Improvement Fund” means the fund established under ORS 184.751.
18. “STIF Formula Fund” means the Statewide Transportation Improvement funds to be disbursed to TriMet conditioned upon the Commission’s approval of TriMet’s STIF Plan pursuant to ORS 184.758(2)(a) (effective July 1, 2023) and includes those funds distributed by TriMet as provided in the STIF Plan.
19. “STIF Formula Fund Cycle” means the time period of Fiscal Years 2024 (July 1, 2023) through the end of Fiscal Year 2025 (June 30, 2025) that is programmed in the STIF Plan.
20. “STIF Plan” means a public transportation improvement plan that is approved by TriMet’s Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive STIF Formula Fund for Fiscal Year 2024-2025.
21. “Student Transit Services” means Public Transportation Services within the Subrecipient’s service area that can feasibly and efficiently be used by students in grades 9-12.

RECITALS:

EXHIBIT C-TRI-MET STIF AGREEMENT

1. In 2017, the Oregon Legislature established the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. In 1985, the Oregon Legislature created the Special Transportation Fund (STF) to support elderly and disabled transportation services. In the 2020 First Special Session, the Oregon Legislative Assembly passed Senate Bill 1601 (2020 Or Laws Chapter 15), effective July 1, 2023. Upon the effective date, the former STF program will be merged into STIF program. The combined funds will be referred to as STIF Formula Funds distributed pursuant to ORS 184.758(2)(a). Consistent with the purpose of the former STF program, a portion of the STIF Formula funds under ORS 184.758(2)(a) shall be dedicated to transit services for older adults and individuals with disabilities, and will be included in the STIF Plan.
3. 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. Unless approved by the Oregon Department of Transportation, STIF Formula Funds may not be used to supplant local and regional agency moneys currently dedicated to Subrecipient. .
4. The Commission has approved TriMet's STIF Plan for use of STIF Formula Funds for the period of Fiscal Year 2024 (beginning July 1, 2023) through the end of Fiscal Year 2025 (June 30, 2025). TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
5. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
6. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provides Public Transportation Services, as specified in this Agreement.
7. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet 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 one or more projects specified in the approved STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:

1. General

- 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, TriMet's approved STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds Program, including but not limited to the QE – Subrecipient Oversight Compliance Guide (the current version of the Compliance Guide as well as other STIF Formula Fund resources, which are available at <https://www.oregon.gov/odot/RPTD/Pages/STIF-Reporting-and-Technical-Resources.aspx>) and all amendments and addendums to such resources, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A-F, which are incorporated into and

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made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F. This Agreement is subject to any written agreements made between ODOT and TriMet 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 Project, 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), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management.
- 1.3. TriMet affirms that it has all the necessary policies and procedures in place and will take all necessary steps to ensure timely and full distribution of STIF Formula Funds due and payable to Subrecipient. TriMet agrees that it will take all necessary action to ensure that it will not inhibit the distribution of STIF Formula Funds due and payable to Subrecipient so long as Subrecipient is in compliance with this Agreement, including the documents and laws and regulations referred to in Section 1.1 above.
- 1.4. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any lower tier subcontract/subaward entered into. Subrecipient shall require any subcontractor/subrecipient 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 the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.5. Exhibit E reflects funding sub-allocations made by TriMet to Subrecipient and other Public Transportation Service Providers in TriMet's Area of Responsibility. Exhibit E, Part 1 reflects the methodology and disbursement factor for the Payroll-Based Formula funds. Exhibit E, Part 2 reflects the methodology and disbursement for the Population-Based Formula funds. Exhibit E Part 3 represents disbursement factor development methodology used by TriMet to allocate the Payroll-Based Formula Funds identified in Part 1. Subrecipient agrees that TriMet has shared all data used to develop the sub-allocation methods in Exhibit E with Subrecipient as relevant, included in its STIF Plan.
 - 1.5.1. Subrecipient and TriMet agree that the set funding amount for Population-Based Funds designated for Subrecipient and other Public Transportation Service providers in Exhibit E, Part 2 represents, to the extent possible and using the best available data, Subrecipient's share of the Population-Based funds as approved by the Oregon Transportation Commission.
 - 1.5.2. Subrecipient and TriMet agree that the funding amount for Regional Coordination funds, if any, of STIF Formula Funds designated for Subrecipient in Exhibit E, Part 1 represents, the amounts agreed upon by the HB 2017 Transit Advisory Committee, which is the advisory committee established pursuant to ORS 184.761.
 - 1.5.3. Notwithstanding 1.4.2, if Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E,

EXHIBIT C-TRI-MET STIF AGREEMENT

Part I represent the allocation to Subrecipient approved by the Oregon Transportation Commission.

- 1.6. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.
- 1.7. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit E, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest, to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the current STIF Plan has been reached, or disbursed in accordance to the subsequent STIF Plan approved by the Commission. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
- 1.8. Once payments to Subrecipient have reached at least 75% of the Subrecipient's annual amount identified in the STIF Plan per Exhibit E, in the following quarterly allocation from ODOT, TriMet will first apply the agreed upon allocation percentages to all the Subrecipients and make adjustments to that allocation to ensure each Subrecipient is fully funded, assuming no shortages in funding from the approved STIF Plan is determined.
 - 1.8.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit E will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.9. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule shown as "Plan Budget" on Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.

Under the STIF Formula funding arrangement (1.6.1.9), the Subrecipient will receive quarterly disbursements as a lump sum. The Subrecipient assumes full responsibility for allocating the lump sum among the approved projects outlined in the STIF Plan.
- 1.10. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.
- 1.11. TriMet is not responsible for satisfying Subrecipient's budgetary shortfalls or remedying delays in funding to Subrecipient for any reason beyond TriMet's direct control.

2. Audit and Compliance Review

- 2.1. All audit and compliance review requirements shall be based on the written guidance provided by ODOT regarding the responsibilities of the QE to conduct oversight activities. This guidance, currently captured in "QE- Subrecipient Oversight Compliance Guide" dated June 2021, shall be incorporated by reference and any subsequent amendments to that guide shall be incorporated into the audit and compliance processes as outlined in this agreement. In the event the parties cannot reach resolution, ODOT shall have responsibility to determine in writing any disagreements regarding implementation of the QE guidance.

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- 2.1.1. Subrecipient oversight should not duplicate oversight in areas already monitored by ODOT, FTA, or otherwise evaluated through the independent audit process.
- 2.2. Subrecipient shall conduct an agreed-upon procedure (AUP) to satisfy the annual financial audit of the STIF Formula Funds received and expended by the Subrecipient pursuant to this Agreement and OAR 732-040-0015. AUP will be carried out by an independent licensed public accountant contracted by the Subrecipient in conjunction with the Subrecipient's annual financial audit or as a separately contracted out independent ad-hoc audit carried out by a licensed public accounting firm contracted by the Subrecipient. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.3. All financial audits prepared pursuant to Section 2.1 shall include the AUP engagement requirements, developed by ODOT, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide, and in accordance with Generally Accepted Government Auditing Standards (GAGAS), as well as annual expense testing as that meets the QE expense testing requirement as outlined in the QE- Subrecipient Oversight Compliance Guide. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1 and will be reimbursed to Subrecipient as a cost of the STIF Project or Projects from the Subrecipient's STIF allocation as included in the subrecipient's approved STIF Plan. The AUP and expense testing will be completed at the same time as the Subrecipient's annual financial audit if possible and results of the AUP and expense testing shall be submitted within 30 days of the submission of the finalized financial audit report, unless a change is mutually agreed by TriMet and Subrecipient.
- 2.4. If expense testing is performed by a third party auditor as authorized by the QE Subrecipient Guide, the results of the expense testing shall be submitted to TriMet within 30 days after finalized report has been issued by the auditor.
- 2.5. In conjunction with the above-described audit and expense testing, as directed in writing by ODOT, TriMet may request additional information regarding specific projects or services. Provided, however, that it is the intent of the parties that TriMet will not request additional information if doing so would be duplicative of audits previously performed by Subrecipient or ODOT. As such, TriMet may not request an additional audit if either ODOT or Subrecipient has previously performed an audit (1) that covered the same time period as the audit requested by TriMet; (2) involved a review of the information required by OAR 732-040-015; and (3) was otherwise consistent with any audit procedures or requirements set forth in an ODOT-approved guidance document.
- 2.6. Subrecipient shall be subject to periodic on-site compliance reviews, by TriMet, or a third-party auditor contracted by the Subrecipient, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide. The purpose of the compliance site review is to ensure that Subrecipient has appropriate and adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include, but not be limited to the following, as applicable: 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), compliance with FTA drug and alcohol regulations, charter and school bus, and safety and asset management.

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- 2.6.1. This review shall occur at a frequency outlined in the QE- Subrecipient Oversight Compliance Guide or in amended guidance, and will not duplicate any materials that have already been tested as part of the completion of the annual AUP, expense testing, or any audits or reviews completed by ODOT or FTA during the period of review.
- 2.6.2. Alternative methods of this review (i.e., desk review) are acceptable, however, require prior approval by ODOT.
- 2.7. The following reports are required as part of the Subrecipient's annual Financial Statement audit, in conjunction with the AUP engagement and expense testing:
- 2.7.1. When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor.

TriMet requires the following language to be included in the Subrecipient's Representation Letter to account for STIF Formula Funds, regardless of materiality:

"We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2024-2025 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds, including 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), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management."

- 2.7.2. No later than 30 days after receipt of the auditor's financial report, Subrecipient will provide an electronic copy of the following documents to TriMet through the Nextcloud Dropbox or emailed to TriMet STIF Compliance Monitoring Team <STIFCompliance@TriMet.org>:
- 2.7.2.1. Audited Financial Statement Report (or Annual Comprehensive Financial Report (ACFR)) and Single Audit, when applicable;
- 2.7.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
- 2.7.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards;
- 2.7.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance, when applicable;
- 2.7.2.5. Management Representation Letter with the representation language described in 2.7.1;

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- 2.7.2.6. Agreed-Upon Procedures Report as required by ODOT as described in 2.2;
 - 2.7.2.7. Any written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement, when applicable;
 - 2.7.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;
 - 2.7.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.
 - 2.7.2.10. If applicable, Subrecipient will provide the asset inventory list as described in Exhibit C Capital Asset Requirements
- 2.8. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

Subrecipient shall ensure that its agreements or contracts with lower tier subrecipients or subcontractors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or contractor as described in this Section.

3. Accounting Requirements

- 3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and reported to TriMet at the end of the Fiscal Year in which it was earned.
- 3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

4. Reporting Requirements

- 4.1. Unless already described under Section 2, Audit and Compliance, in addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
 - 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted, no later than 30 days after adoption and in the same format as published for the public. A lower tier subcontractor or subrecipient is not required to submit its organization's annual budget to TriMet.
 - 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:

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- 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section must be submitted to TriMet no later than 30 days after receipt of the final results. A copy of information submitted under this Section 4.1.2 must be sent to TriMet no later than 30 days after submittal to the requesting agency.
 - 4.2.1. Subrecipient will provide TriMet with information that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit F, the ODOT STIF Formula Fund Reporting Requirements Overview.
- 4.3. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report shall also provide information confirming that the funds disbursed under OAR 732-042-0035(1) have been used to support transit services for older adults and individuals with disabilities. The quarterly report must be submitted no later than 30 days following the end of a quarter.
 - 4.3.1. The quarterly reporting periods for each STIF Plan year are:
 - 4.3.1.1. January through March
 - 4.3.1.2. April through June
 - 4.3.1.3. July through September
 - 4.3.1.4. October through December
- 4.4. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 4.5. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 4.6. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan and any funds carried forward.
- 4.7. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including, an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient, TriMet may withhold future STIF Formula Fund payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:

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- 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
- 5.2.2. The Subrecipient or its lower-tier subrecipient or subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;
- 5.2.2. TriMet determines that there are unresolved audit findings relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.3. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.3. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.4. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- 5.2.5. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.6. Subrecipient terminates this Agreement; or
- 5.2.7. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

6. Discrimination Prohibited/Compliance with Laws

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a lower-tier subcontractor or subrecipient for the use of STIF Formula Funds.

7. Indemnification

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all

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claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

- 7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of vehicles purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. To the extent allowed by Oregon law, Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a lower-tier subcontractor or subrecipient for the use of STIF Formula Funds.

9. Funding

- 9.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly, as outlined in the schedule set forth in Exhibits A, D, and E.
- 9.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement and the Exhibits.
- 9.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future revenues collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

10. Term

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This Agreement shall be in effect from July 1, 2023 upon signature of both parties. Subrecipient may use STIF Formula Funds for allowable costs incurred after July 1, 2023 and through the term of this Agreement, June 30, 2025, unless the Agreement is terminated earlier as provided in this Agreement.

11. Communications

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

TriMet:

Program Manager for Reporting and Compliance:

Erika Turney, Grants Manager
101 SW Main St., Suite 500
Portland, OR 97204
503.962.4832
turneye@trimet.org, or
STIFCompliance@trimet.org

Program Manager for STIF Program Questions:

Tom Mills, Director of Planning and Policy
101 SW Main St., Suite 700
Portland, OR 97204
503.962.4883
millst@trimet.org

Subrecipient:

For all communications:

Teresa Christopherson, Administrative Services Manager, Social Services Division
2051 Kaen Rd. #135
Oregon City, OR 97045
503-650-5718 teresachr@co.clackamas.or.us If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

12. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

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13. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

14. Entire Agreement/Authority

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

14.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

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


TRIMET

By: Nancy Young-Oliver
Chief Financial Officer (CFO)

Signature: Les Spitler Digitally signed by Les Spitler Date: 2023.10.10 16:11:55 -07'00' (delegate 10/6 - 10/11)

Date: 10/10/2023

Subrecipient

By: 

As Its: Chair, Board of County Commissioners

Date: 09/14/2023

Approved as to form

By:  08/22/2023

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[PTSP] Attorney

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EXHIBIT A

SPECIFIC AGREEMENT PROVISIONS

Subrecipient shall comply with the provisions as set forth in this Exhibit. Where provided in Exhibit A, Subrecipient shall require each of its lower-tier subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit.

1. Disbursement and Recovery of STIF Formula Funds.

A. **Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 5 business days of TriMet's receipt of STIF Formula Funds from ODOT, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:

- i. Upon execution of this Agreement and to the extent TriMet has received funds from ODOT, TriMet shall disburse funds to the Subrecipient as outlined in Exhibit E. TriMet will make disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
- ii. TriMet will provide a written summary of total funds received and total funds disbursed with each disbursement made under this Agreement to all Subrecipients.

B. **STIF Plan Budget Revisions.** In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient's Project or between that Subrecipient's Projects as allowed under ODOT published guidance, Subrecipient's Project Manager will submit a transfer request to TriMet's Project Manager for Reporting and Compliance. TriMet will promptly request approval from ODOT on Subrecipient's behalf.

2. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to TriMet as follows:

A. **Organization and Authority.** Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the STIF Formula Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's Charter, Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, filing or registration with or

EXHIBIT C-TRI-MET STIF AGREEMENT

notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, 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.

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

3. Retention of Records and Audit Expenses

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** Subject to the applicable limits of the Oregon Constitution and the Oregon Tort Claim Act, Subrecipient shall indemnify and hold harmless TriMet from the cost of any audits or special investigations to the extent arising from or related to Subrecipient's use of STIF Formula Funds in breach of this Agreement or applicable law. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to

EXHIBIT C-TRI-MET STIF AGREEMENT

regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

4. Subrecipient Sub agreement and Procurement

A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

- i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) days of its being discovered.

B. **Subrecipient's sub agreement(s) shall require the other party to such sub agreement (s) to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to Subrecipient's sub agreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Subrecipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subcontractors"), nor any attorney engaged by Subrecipient's Subcontractor(s), shall defend any claim in the name of TriMet nor purport to act as legal representative of TriMet without the prior written consent of TriMet. TriMet may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's Subcontractor is prohibited from defending TriMet or that Subrecipient's Subcontractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against Subrecipient's Subcontractor if TriMet elects to assume its own defense.

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

C. **Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project in compliance with all applicable procurement laws and policies.

5. Termination

A. **Termination by Subrecipient.** Subrecipient may terminate this Agreement or terminate or suspend any specific Project funded by this Agreement, effective upon delivery of written notice of termination to TriMet within 30 days, or at such later date as may be established by Subrecipient in such written notice, if:

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- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- B. Effect of Termination.** The expiration or termination of this Agreement or any Project, for any reason, shall not release Subrecipient from any obligation or liability to TriMet, any requirement or obligation that:
- i. Has already accrued hereunder;
 - ii. Comes into effect due to the expiration or termination of the Agreement; or
 - iii. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement or any Project as provided in this Section, Subrecipient shall promptly identify all unexpended funds and return all unexpended funds to TriMet. Unexpended funds are those funds received by Subrecipient under this Agreement that (i) have not been spent or expended to pay the costs or expenses of the Project or Projects; and (ii) are not required to pay costs or expenses of the terminated Project(s) that will become due and payable as a result of the termination of the Project(s).

Subrecipient's identification and calculation of unexpended funds in this Section is Subject to **Section 2, Audit and Compliance Review**, of this Agreement.

6. General Provisions

- A. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against TriMet or Subrecipient with respect to which the other party may have liability, the notified party must promptly notify the other party in writing of the Third Party Claim and deliver to the other party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a party of the notice and copies required in this paragraph and meaningful opportunity for the party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TriMet is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), TriMet shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of TriMet on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. TriMet's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if TriMet had sole liability in the proceeding.

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With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by TriMet in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of TriMet on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of TriMet on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. If Subrecipient is a public body, Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, if Subrecipient had sole liability in the proceeding.

- B. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.
- C. **No Third Party Beneficiaries.** TriMet and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- D. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 12 Communications of the Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given three days after the date of mailing. If email is used for communications pursuant to the following Sections, either mail or personal delivery must also be employed by the sender to the recipient and the later of the delivery dates is the date that will be used to calculate any timeframes for responses or cure periods for the recipient: Section 5.2; Exhibit A, Sections 1(A), 3(C), 5, and 6(A); and Exhibit C, Section 7.
- E. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- F. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its contractor(s) and

EXHIBIT C-TRI-MET STIF AGREEMENT

subcontractor(s) complies with these requirements. Subrecipient shall include in any subcontracts to perform services pursuant to this Agreement a provision requiring a subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.

- G. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an “officer,” “employee,” or “agent” of TriMet, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the parties.

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT B

SUBRECIPIENT INSURANCE REQUIREMENTS

GENERAL

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

Subrecipient may be self-insured as long as the amount of insurance are equal to the amounts listed below. Subrecipient shall comply with any requirements of TriMet with respect to these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:
 - Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).
 - Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- III. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and

EXHIBIT C-TRI-MET STIF AGREEMENT

"Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

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

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include TriMet, and its respective officers, employees and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Subrecipient, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Subrecipient and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Subrecipient or subcontractor 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 the Subrecipient or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Subrecipient or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE

The Subrecipient or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE

Subrecipient shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. In lieu of filing the certificate of insurance required herein, if Subrecipient is a local government as defined under ORS 190.003, Subrecipient may furnish a declaration that Grantee is self-insured for no less than the amounts required by applicable law.

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT C CAPITAL ASSET REQUIREMENTS

The terms of Exhibit C applies to all Recipients who purchased Capital Assets with STIF Formula Funds.

1. Subrecipient shall ensure Satisfactory Continuing Control of a Capital Asset purchased or leased in whole or part with STIF Formula Funding during the period of its useful life or until disposition.
2. Subrecipient shall inventory Capital Assets purchased or leased in whole or part with STIF Formula Funds. The inventory will include a description of the Capital Asset, date of purchase or lease, purchase price, amount of STIF Formula Funds contributed to the purchase or lease, the source of other funds, if applicable, the authorized use, the Subrecipient or subcontractor using the Capital Asset, and the condition of the asset.
 - i. If Capital Asset is a vehicle, the inventory must include the size of vehicle, the total number of passenger seats, the total number of ADA stations, the total number of seats when all ADA stations are deployed, the current mileage, and its current condition.
 - ii. If Capital Asset is an improvement to real property, such as a facility, building, or transit shelter, the inventory must include the location of the Capital Asset and its current condition.
3. Vehicles may be replaced using STIF Formula Funding if:
 - i. Subrecipient holds clear title to the vehicle(s) being replaced. Salvaged titles will not be accepted.
 - ii. The vehicle(s) has met or exceeded the applicable useful life guidelines established by the Oregon Department of Transportation (ODOT), or, if federal funds are used to purchase the vehicle, those established by the Federal Transit Administration (FTA), provided such FTA standards are no less stringent.
 - iii. The vehicle has not been previously replaced.
4. By executing an Agreement that includes the purchase of Capital Assets, Subrecipient commits to continually use the vehicle for the approved purpose for the useful life of the vehicle(s).
5. To be eligible to receive STIF Formula Funds for a real property Capital Asset, such as a transit facility, bus barn, maintenance facility, land, or administration building, Subrecipient shall demonstrate one or more of the following:
 - i. Subrecipient ownership of the property upon which the Capital Asset will be located;
 - ii. Subrecipient possession of an executed lease agreement for the property location that will be in place for the useful life of the Capital Asset;
 - iii. Subrecipient possession of an executed lien on the property for the useful life of the Capital Asset;
 - iv. In the case of a Project which will utilize property owned by a local city, county or government, an executed intergovernmental agreement with the property owner guaranteeing ongoing use for the duration of the useful life of the Capital Asset; or
 - v. In the case of a Project to purchase land, an option to purchase the land identified in the Project.

EXHIBIT C-TRI-MET STIF AGREEMENT

6. Subrecipient: shall:
 - i. Comply with all useful life standards established by TriMet and ODOT for Capital Assets acquired pursuant to their STIF Plans, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - ii. Use TriMet's and ODOT's established procedures for the disposition of Capital Assets acquired with STIF Formula Fund moneys, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - iii. Retain the net proceeds from a sale or other disposition of a Capital Asset to reinvest in a future STIF Plan capital Project or return the net proceeds to ODOT. 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, then only the proportion representing STIF Formula Fund contribution to the purchase are subject to this rule.
 - iv. Comply with TriMet's and ODOT's written procedures to ensure that a Capital Asset is maintained in safe operating condition, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA provided such FTA standards are no less stringent.
 - v. Maintain insurance or self-insurance coverage, or require subcontractors to maintain insurance coverage, that meets or exceeds the standards in ORS 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF Formula Fund moneys are titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division pursuant to ORS 803.045 and supporting rules, with the Oregon Department of Transportation listed as the primary security interest holder, subject to the following additional requirements:
 1. If the vehicle is registered in the name of an entity that is not a Qualified Entity or Public Transportation Service Provider, then TriMet, as the Qualified Entity and as required by OAR 732-042-0040(6), 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 Formula Fund moneys, and the federal funding source requires the vehicle to be titled otherwise than provided in this Agreement, then the federal titling requirements prevail.
7. Subrecipient shall notify TriMet of the sale, transfer or other disposition of a Capital Asset purchased with STIF Formula Fund moneys and shall report the use of proceeds, if any, from the sale to TriMet.
8. A Subrecipient may transfer its interest in a Capital Asset to an asset of equal or greater value if the transfer is proposed in a STIF Plan which is approved by the Commission.
9. When TriMet is a security interest holder in a Capital Asset, TriMet may exercise all of the rights provided to a secured lien holder under Oregon law, including without limitation, the ability to take control or possession of the Capital Asset if it determines either:
 - i. that the asset is not being used for the purpose described in a STIF Plan under which it was funded in whole or part by STIF Formula Fund moneys; or

EXHIBIT C-TRI-MET STIF AGREEMENT

- ii. if, during a compliance audit conducted pursuant to **Section 2 Audit and Compliance Review** of this Agreement, TriMet determines the asset is not being maintained in a state of good operational repair.

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**EXHIBIT D
SUBRECIPIENT SCOPE OF WORK**

Sub-Recipient Contact Information

- Name of Organization: Clackamas County
- Contact Person: Teresa Christopherson, Administrative Services Manager, Social Services Division
- Address: 2051 Kaen Rd. #135, Oregon City, OR 97045
- Telephone: 503-650-5718
- E-Mail: teresachr@co.clackamas.or.us
- FAX:

TriMet Contact for Reporting and Compliance:

- Contact Person: Erika Turney, Grants Manager
- Address: 101 SW Main St., Suite 500, Portland, OR 97201972019720197204

- Telephone: 503.962.4832
- E-Mail: STIFCompliance@trimet.org and turneye@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Director, Mobility Planning & Policy
Address: 101 SW Main St., Suite 700, Portland, OR 97201972019720197204
- Telephone: 503.962.4883
- E-Mail: millst@trimet.org

Term of Contract:

7/1/2023 thru 6/30/2025

Total FY24-25 STIF Formula Funds (with unspent funds/interest from FY22-23 STIF Plan): \$ 7,825,661

Total New FY24-FY25 STIF Formula Funds (no unspent funds/interest): \$5,694,843

DESCRIPTION OF PROJECTS

Project Description:

Clackamas County will conduct the following activities with FY24-25 Oregon Statewide Transportation Improvement Funds and Special Transportation Funds received via TriMet:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
1	Transit Operations	Mt Hood Express Service: Continued funding for existing Village Shuttle and Mt Hood Express services from the City of Sandy to Rhododendron and Government Camp. This includes funding for one Express run daily and one Villages shuttle daily added during the funding cycle in FY19/21. All other operational and match costs needed to maintain existing service levels. This project includes funding allocated through the STF process.	Task 1: Operations
			Task 2: Operations
			Task 3: Operations
			Task 4: Operations

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2	Planning and Capital	Clackamas County Planning and Capital Improvements	Task 1: Planning
			Task 2: Purchase 1 standard 40' bus
			Task 3: Project Administration
			Task 4: Preventative Maintenance
			Task 5: Capital Purchase Technology
			Task 6: Vehicle Purchase 1 Van and 2 under 40' Buses
3	Community Based Transportation	Clackamas County Community Based Transportation	Task 1: Operations
			Task 2: Operations
			Task 3: Operations
			Task 4: Program Reserve
			Task 5: Operations
			Task 6: Operations
			Task 7: Purchase 1 Van
4	Admin and Program Reserve	Clackamas County Admin and Program Reserve	Task 1: Program Reserve
			Task 2: Program Reserve
			Task 3: Project Administration
5	Clackamas County Shuttles	Regional Coordination Project: This project was previously approved under the FY19-21 STIF Plan. Continued and expansion funding for the Clackamas Community College (CCC) free Xpress Shuttle, Oregon City Last Mile Shuttle, and Clackamas Industrial Last Mile Shuttles that provide enhanced transit access throughout the community, particularly for transit dependent and low income populations. Rollover funding will be used to purchase additional vehicles to provide this extra service and maintain existing service levels. This shuttle is open to the public and provides a direct link between Oregon City and Clackamas.	Task 1: Purchase one Under 30' bus
			Task 2: Operations
			Task 3: Project Administration
6	Estacada to Clackamas Community College	Service from Estacada to CCC. Partnering with Sandy Area Metro to provide expanded Estacada service to include	Task 1: Purchase one Under 30' bus

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		Clackamas Community College via Redland Road or another identified alternative.	Task 2: Operations
7	Regional Coordination Program Reserve	Approved category to cover the costs of projects within the STIF Plan	Task 1: Program Reserve

PLAN BUDGET:

STIF Plan Project Number	FY24	FY25	FY22-23 Unspent	FY22-23 Interest
1	\$266,779	\$266,782	\$187,000	\$0
2	\$70,899	\$43,287	\$100,000	\$0
3	\$912,863	\$1,166,758	\$50,000	\$0
4	\$310,962	\$373,000	\$375,748	\$25,000
5	\$780,000	\$883,513	\$1,093,070	\$0
6	\$216,000	\$404,000	\$0	\$0
7	\$0	\$0	\$300,000	\$0
Subtotal	\$2,557,503	\$3,137,340	\$2,105,818	\$25,000
Grand Total (all funds):	\$7,825,661			
Grant Total (new funds):	\$5,694,843			

REPORTING:

Plan Outcomes	FY24-25 Plan	Quarterly Report	Annual Report
Revenue Miles	593,782	X	
Revenue Hours	119,978	X	
Rides	82,969	X	
Number of new shared stops with other transit providers	6	X	
Number of rides provided to students in grades 9-12	6,000	X	
Number of students in grades 9-12 served by demand response	0	X	
Other outcomes	n/a	X	
Number of individuals within a ½ mile of a transit stop for fixed route transit	160,036		X
Number of low-income households within a ½ mile of a transit stop for fixed route transit	39,632		X
Number of students in grades 9-12 attending a school served by transit	500		X
Number of rides to students in grades 9-12	n/a		X
Program Criteria			
Increased frequency to areas with a high percentage of low-income households			X
Expanded routes or services to areas with a high percentage of low-income households			X
Reduced fares in communities with a high percentage of low-income households			X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more			X
Improved frequency and reliability of service between communities in and out of the Qualified Entity’s area			X

EXHIBIT C-TRI-MET STIF AGREEMENT

Improved coordination among Public Transportation Service Providers to reduce fragmentation of service		X
Implementation of programs to provide student transit service for students in grades 9-12		X
Capital Assets		
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds	X	
Low-Income Tax Mitigation		
Report on mitigating the tax on low-income passengers		X
Audit Reports		
Copy of financial audits, including STIF procedures		X

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT E

STIF FUNDING DISBURSEMENT FORMULA

EXHIBIT E PART 1

Payroll-Based Formula

	Step 1:	Step 2:	Step 3:	Step 4:	
FY24 STIF Payroll Based Formula Funds Disbursement Steps	Apply STIF Disbursement Factors to Total	Regional Coord. Disbursement per Quarter	Human Services/Streetcar Disbursement per Quarter	Human Services/Streetcar Breakout per Quarter	Not to Exceed FY24 STIF Payroll Based Formula Funds Plan
Jurisdictions	Multiply total by disbursement factor for each jurisdiction	Deduct off the top of TriMet Disbursement	% of TriMet Disbursement	Divide Human Services/Streetcar disbursement	Year FY24 of New FY24-25 Payroll Based Formula Funds STIF Plan
TriMet	0.95078072			0.11822251	\$ 69,134,666
Clackamas County	0.00874575	\$ 195,000		0.05485343	\$ 2,034,702
Multnomah County	0.00117914	\$ 236,500		N/A	\$ 1,201,000
Washington County	0.00572522	\$ 700,216		N/A	\$ 3,223,365
City of Wilsonville - SMART	0.02197322	\$ 426,193	0.06263100	N/A	\$ 2,755,000
Canby Area Transit	0.00539101	\$ -		N/A	\$ 432,921
Sandy Area Metro	0.00233753	\$ 137,500		0.01785235	\$ 862,953
South Clackamas Transportation District	0.00386741	\$ -		N/A	\$ 408,256
City of Portland Streetcar	N/A	\$ -		0.61265121	\$ 3,000,000
Ride Connection	N/A	\$ -		0.1964205	\$ 961,822
Subtotal		\$ 1,695,410			\$ 84,014,684

	Step 1:	Step 2:	Step 3:	Step 4:	
FY25 STIF Payroll Based Formula Funds Disbursement Steps	Apply STIF Disbursement Factors to Total	Regional Coord. Disbursement per Quarter	Human Services/Streetcar Disbursement per Quarter	Human Services/Streetcar Breakout per Quarter	Not to Exceed FY25 STIF Payroll Based Formula Funds Plan
Jurisdictions		Deduct off the top of TriMet Disbursement	% of TriMet Disbursement	Divide Human Services/Streetcar disbursement	Year FY25 of New FY24-25 Payroll Based Formula Funds STIF Plan
TriMet	0.950780720	N/A		0.09801122	\$ 51,267,000
Clackamas County	0.008745750	\$ 220,878		0.05394116	\$ 2,600,741
Multnomah County	0.001179140	\$ 248,750		N/A	\$ 1,079,000
Washington County	0.005725220	\$ 755,362		N/A	\$ 3,474,099
City of Wilsonville - SMART	0.021973220	\$ 428,000	0.08055586	N/A	\$ 4,405,000
Canby Area Transit	0.005391010	N/A		N/A	\$ 450,231
Sandy Area Metro	0.002337530	\$ 87,500		0.01713599	\$ 682,921
South Clackamas Transportation District	0.003867410	N/A		N/A	\$ 239,256
City of Portland Streetcar	N/A	N/A		0.58806728	\$ 3,000,000
Ride Connection	N/A	N/A		0.24284435	\$ 1,238,860
Subtotal		\$ 1,740,491			\$ 68,437,108

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT E PART 2

Population-Based Formula

FY24 STIF Population Funds Disbursement Steps	STIF Population Disbursement per Quarter	Not to Exceed FY24 STIF Population Based Formula Funds Plan
Jurisdictions		New FY24 Population Based Formula Funds Per FY24-25 STIF Plan
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville - SMART	\$ 79,307	\$ 317,227
Canby Area Transit	\$ 32,436	\$ 129,744
Sandy Area Metro	\$ 37,137	\$ 148,550
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,345
Total	\$ 1,227,345	\$ 4,909,381

FY25 STIF Population Funds Disbursement Steps	STIF Population Disbursement per Quarter	Not to Exceed FY25 STIF Population Based Formula Funds Plan
Jurisdictions		New FY25 Population Based Formula Funds Per FY24-25 STIF Plan
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville - SMART	\$ 79,307	\$ 317,227
Canby Area Transit	\$ 32,436	\$ 129,744
Sandy Area Metro	\$ 37,137	\$ 148,549
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,346
Total	\$ 1,227,345	\$ 4,909,381

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT E PART 3

Disbursement Factor Development Methodology

Area	2020 QCEW		Percent out of TriMet District	ODOT STIF Formula Fund Allocation		
	Total Pay	Payroll Tax		FY 2024	FY 2025	Total
Clackamas County Total						
Within TriMet Service District	\$7,016,749,380	\$7,016,749				
Outside TriMet Service District	\$2,321,479,836	\$2,321,480		\$2,321,003	\$2,439,061	\$4,760,064
	\$9,338,229,216	\$9,338,229.22				
Sub-County Allocation						
Clackamas County	\$540,785,839	\$540,786	23.29%	\$540,675	\$568,176	\$1,108,851
South Clackamas Transportation District (SCTD)	\$239,137,961	\$239,138	10.30%	\$239,089	\$251,250	\$490,339
City of Wilsonville	\$1,063,668,349	\$1,063,668	45.82%	\$1,063,450	\$1,117,542	\$2,180,992
City of Canby	\$333,348,510	\$333,349	14.36%	\$333,280	\$350,232	\$683,512
City of Sandy	\$144,539,177	\$144,539	6.23%	\$144,509	\$151,860	\$296,369
Subtotal	\$2,321,479,836	\$2,321,480		\$2,321,003	\$2,439,061	\$4,760,064
Washington County Total						
Within TriMet Service District	\$19,518,639,792	\$19,518,640				
Outside TriMet Service District	\$649,041,327	\$649,041		\$690,524	\$725,647	\$1,416,171
	\$20,167,681,119	\$20,167,681.12				
Sub-County Allocation						
Washington County	\$354,014,315	\$354,014	54.54%	\$376,641	\$395,798	\$772,439
City of Wilsonville	\$295,027,012	\$295,027	45.46%	\$313,883	\$329,849	\$643,732
Subtotal	\$649,041,327	\$649,041		\$690,524	\$725,647	\$1,416,171
Multnomah County Total						
Within TriMet Service District	\$32,255,337,212	\$32,255,337				
Outside TriMet Service District	\$72,911,229	\$72,911		\$66,940	\$70,345	\$137,285
	\$32,328,248,441	\$32,328,248.44				
Data Sources:	Oregon Employment Department Revised by OED April 2022			Oregon Department of Transportation December 2021		

Jurisdiction	2020 Payroll [QCEW Data]	FY24-25 STIF Disbursement Rate [Rounded to 8 decimals]
TriMet	\$58,790,726,384	0.95078072
Clackamas County	\$540,785,839	0.00874575
Multnomah County	\$72,911,229	0.00117914
Washington County	\$354,014,315	0.00572522
SMART	\$1,358,695,361	0.02197322
Canby	\$333,348,510	0.00539101
Sandy	\$144,539,177	0.00233753
SCTD	\$239,137,961	0.00386741
Total	\$61,834,158,776	1.00000000

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT F

Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview

The Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview, and as may be amended, is incorporated by reference and made a part of this Agreement. The current version is available here:

<https://www.oregon.gov/odot/RPTD/RPTD%20Committee%20Meeting%20Documents/STIF-Formula-Reporting-Requirements-Overview.pdf>



AGREEMENT MODIFICATION

Modification No. 1
Contract No. GG230847EVL
Clackamas County

This Modification amends the above-referenced Agreement for Disbursement of State of Oregon, Public Transit Section Statewide Transportation Improvement Funds between TriMet and **Clackamas County** (Subrecipient). The effective date of this modification is the date of the last signature below.

RECITALS

1. Through emergency administrative rule 732-42-0045, Oregon Department of Transportation (ODOT) has allowed for a temporary change to the Oregon Administrative Rules to allow Qualified Entities (QEs) to amend their FY24-25 STIF Formula Plan. A QE may amend the amount of unspent (old) STIF Formula funds carried forward from the 2021-2023 biennium and for unexpected (new) STIF revenues to be spent this cycle.

This rule change added \$167,192 in new funds to Clackamas County's FY24-25 STIF Formula Plan.

This ruling added \$0 in unspent funds to Clackamas County's FY24-25 STIF Formula Plan.

2. In addition, interest of \$3,534, has been earned during FY24-25 and added to the Subrecipients grand total of STIF funds to be distributed during the biennium.
3. Therefore, the maximum allowable amount to be disbursed during the biennium to the Subrecipient by TriMet, acting as the Qualified Entity, has increased to \$5,865,569.

Based on the forgoing, the Agreement is amended as follows:

1. Section 11, TriMet, Program Manager for Reporting and Compliance, is replaced as follows:

John Paul (JP) Gonzalez, Senior Grants Compliance Analyst
101 SW Main St., Suite 500
Portland, OR 97204
503-962-4854
STIFCompliance@trimet.org and gonzajoh@trimet.org

2. Exhibit D is replaced with the revised Exhibit D appended to this Modification 1.

EXHIBIT C-TRI-MET STIF AGREEMENT

- 3. Exhibit E is replaced with the revised Exhibit E appended to this Modification 1, which accounts for the emergency administrative rule as well as any variances identified from the Public Transportation Improvement Plan (PTIP), if applicable.
- 4. During FY2024, TriMet identified that amounts for some Regional, Non-Regional and STIF-Population based (formerly STF) tasks were allocated incorrectly on the FY24-25 STIF Plan, as it did not reconcile to the totals represented under the 2024-2025 TriMet Public Transportation Improvement Plan (PTIP). As such, updates to the STIF Formula fund disbursement schedule was made. The modifications are reflected in the updated Plan Budget under the revised Exhibit D appended to this Modification 1 and impacted both fiscal years 2024 and 2025.

NO OTHER CHANGES

By executing below, both Parties agree to the Modification. Contractor certifies under penalty of perjury as provided in ORS 305.385(6) that it is not, to the best of its knowledge, in violation of any Oregon tax law. For the purposes of this certification, "Oregon Tax Laws" are state taxes imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620

CLACKAMAS COUNTY

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)



(signature)

(signature)

Name: Tootie Smith

Name: Nancy Young-Oliver

Title: Chair, Board of County Commissioners

Title: Chief Financial Officer

Date: 12/05/2024

Date:

Approved as to Form:

Approved as to Form:



Assistant County Counsel

Date: 10/24/2024

TriMet Legal Counsel

Date:

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT D
SUBRECIPIENT SCOPE OF WORK

Subrecipient Contact Information:

- Name of Organization: Clackamas County
- Contact Person: Teresa Christopherson, Administrative Services Manager – Social Services Division
- Address: 2051 Kaen Rd. #135, Oregon City, OR 97045
- Telephone: 503-650-5718
- E-mail: teresachr@co.clackamas.or.us

TriMet Contact for Reporting and Compliance:

- Contact Person: John Paul (JP) Gonzalez, Senior Grants Compliance Analyst
- Address: 101 SW Main St., Suite 500, Portland, OR 97204
- Telephone: 503-962-4854
- E-mail: gonzajoh@trimet.org and/or STIFCompliance@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Director – Mobility Planning & Policy
- Address: 101 SW Main St., Suite 400, Portland, OR 97204
- Telephone: 503-962-4883
- E-mail: millst@trimet.org

Term of Contract: 7/1/2023 thru 6/30/2025

Total FY24-25 STIF Formula Funds (with unspent funds/interest from prior STIF Plans): \$7,992,853

Total New FY24-25 STIF Formula Funds (no unspent funds/interest): \$5,862,035

PROJECT DESCRIPTION:

Clackamas County will conduct the following activities with FY24-25 STIF Payroll-Based and Population-Based Formula Funds received via TriMet:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
1		Mt Hood Express Service:Continued funding for existing Village Shuttle and Mt Hood Express services from the City of Sandy to Rhododendron and Government Camp. This includes funding for one Express run daily and one Villages shuttle daily added during the funding cycle in	Task 1: Operations
			Task 2: Operations
			Task 3: Operations

EXHIBIT C-TRI-MET STIF AGREEMENT

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
		FY19/21. All other operational and match costs needed to maintain existing service levels. This project includes funding allocated through the STF process.	Task 4: Operations
2		Clackamas County Planning and Capital Improvements	Task 1: Planning Task 2: Purchase one (1) standard 40' bus Task 3: Project Administration Task 4: Preventative Maintenance Task 5: Capital Purchase Technology Task 6: Vehicle Purchase one (1) van and two (2) under 40' buses
3		Clackamas County Community Based Transportation	Task 1: Operations Task 2: Operations Task 3: Operations Task 4: Program Reserve Task 5: Operations Task 6: Operations Task 7: Purchase one (1) van
4		Clackamas County Admin and Program Reserve	Task 1: Program Reserve Task 2: Program Reserve Task 3: Project Administration
5		Regional Coordination Project: This project was previously approved under the FY19-21 STIF Plan. Continued and expansion funding for the Clackamas Community College (CCC) free Xpress Shuttle, Oregon City Last Mile Shuttle, and Clackamas Industrial Last Mile Shuttles that provide enhanced transit access throughout the community, particularly for transit dependent and low income	Task 1: Purchase one (1) under 30' bus Task 2: Operations

EXHIBIT C-TRI-MET STIF AGREEMENT

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
		populations. Rollover funding will be used to purchase additional vehicles to provide this extra service and maintain existing service levels. This shuttle is open to the public and provides a direct link between Oregon City and Clackamas.	Task 3: Project Administration
6		Service from Estacada to CCC. Partnering with Sandy Area Metro to provide expanded Estacada service to include Clackamas Community College via Redland Road or another identified alternative.	Task 1: Purchase one (1) under 30' bus Task 2: Operations
7		Approved category to cover the costs of projects within the STIF Plan.	Task 1: Program Reserve

PLAN BUDGET:

STIF Plan Project Number	FY24 New Funds	FY25 New Funds	Prior Biennia STIF Funds Unspent	Prior Biennia STIF Interest Unspent
1	\$266,779	\$301,782	\$187,000	\$0
2	\$70,899	\$133,287	\$100,000	\$0
3	\$919,763	\$1,159,858	\$50,000	\$0
4	\$310,962	\$415,192	\$375,748	\$25,000
5	\$780,000	\$883,513	\$1,093,070	\$0
6	\$216,000	\$404,000	\$0	\$0
7	\$0	\$0	\$300,000	\$0
<i>Subtotal</i>	<i>\$2,564,403</i>	<i>\$3,297,632</i>	<i>\$2,105,818</i>	<i>\$25,000</i>
Grand Total (all funds): \$7,992,853				
Grand Total (new funds): \$5,862,035				

EXHIBIT C-TRI-MET STIF AGREEMENT

REPORTING:

Required Elements	FY24-25 Plan	Quarterly Report	Annual Report
Plan Outcomes			
Revenue Miles	593,782	X	
Revenue Hours	119,978	X	
Rides	82,969	X	
Number of new shared stops with other transit providers	6	X	
Number of rides provided to students in grades 9-12	6,000	X	
Number of students in grades 9-12 served by demand response	0	X	
Other outcomes	N/A	X	
Number of individuals within a ½-mile of a transit stop for fixed-route transit	160,036		X
Number of low-income households within a ½-mile of a transit stop for fixed-route transit	39,632		X
Number of students in grades 9-12 attending a school served by transit	500		X
Number of rides to students in grades 9-12	N/A		X
Program Criteria			
Increased frequency to areas with a high percentage of low-income households	N/A		X
Expanded routes or services to areas with a high percentage of low-income households	N/A		X
Reduced fares in communities with a high percentage of low-income households	N/A		X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more	N/A		X
Improved frequency and reliability of service between communities in and out of the Qualified Entity’s area	N/A		X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service	N/A		X
Implementation of programs to provide student transit service for students in grades 9-12	N/A		X
Capital Assets			
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds	N/A	X	
Low-Income Tax Mitigation			
Report on mitigating the tax on low-income passengers	N/A		X
Audit Reports			
Copy of financial audits, including STIF procedures	N/A		X

EXHIBIT C-TRI-MET STIF AGREEMENT

**EXHIBIT E
STIF FORMULA FUNDS - DISBURSEMENT FORMULAS**

**EXHIBIT E – PART 1
PAYROLL-BASED FORMULA FUNDS**

	Step 1:	Step 2:	Step 3:	Step 4:	
FY24 STIF Payroll Based Formula Funds Disbursement Steps	Apply STIF Disbursement Factors to Total	Regional Coordination Disbursement per Quarter	Human Services & Streetcar Disbursement per Quarter	Human Services & Streetcar Breakout per Quarter	Not to Exceed FY24 STIF Payroll Based Formula Funds Plan
Jurisdictions	Multiply total by disbursement factor for each jurisdiction	Deduct off the top of TriMet disbursement	% of TriMet disbursement	Divide Human Services & Streetcar disbursement	FY24 of New FY24-25 STIF Payroll Based Formula Funds Plan
TriMet	0.95078072	NA	0.06263100	0.11822251	\$ 69,134,666
Clackamas County	0.00874575	\$ 249,000		0.05485343	\$ 2,034,707
Multnomah County	0.00117914	\$ 286,500		-	\$ 1,201,000
Washington County	0.00572522	\$ 700,216		-	\$ 3,223,365
City of Wilsonville/South Metro Area Regional Transit	0.02197322	\$ 478,000		-	\$ 2,755,000
City of Canby	0.00539101	\$ -		-	\$ 432,921
City of Sandy	0.00233753	\$ 137,500		0.01785235	\$ 862,953
South Clackamas Transportation District	0.00386741	\$ -		-	\$ 408,256
City of Portland/Portland Streetcar	-	\$ -		0.61265121	\$ 3,000,000
Ride Connection	-	\$ -		0.19642050	\$ 961,822
Total		\$ 1,851,216			\$ 84,014,689

	Step 1:	Step 2:	Step 3:	Step 4:	
FY25 STIF Payroll Based Formula Funds Disbursement Steps	Apply STIF Disbursement Factors to Total	Regional Coordination Disbursement per Quarter	Human Services & Streetcar Disbursement per Quarter	Human Services & Streetcar Breakout per Quarter	Not to Exceed FY25 STIF Payroll Based Formula Funds Plan
Jurisdictions	Multiply total by disbursement factor for each jurisdiction	Deduct off the top of TriMet disbursement	% of TriMet disbursement	Divide Human Services & Streetcar disbursement	FY25 of New FY24-25 STIF Payroll Based Formula Funds Plan
TriMet	0.95078072	NA	0.08055586	0.09801122	\$ 69,343,127
Clackamas County	0.00874575	\$ 321,878		0.05394116	\$ 2,767,938
Multnomah County	0.00117914	\$ 248,750		-	\$ 1,101,542
Washington County	0.00572522	\$ 755,362		-	\$ 3,583,549
City of Wilsonville/South Metro Area Regional Transit	0.02197322	\$ 428,000		-	\$ 4,825,064
City of Canby	0.00539101	\$ -		-	\$ 553,292
City of Sandy	0.00233753	\$ 87,500		0.01713599	\$ 727,607
South Clackamas Transportation District	0.00386741	\$ -		-	\$ 313,190
City of Portland/Portland Streetcar	-	\$ -		0.58806728	\$ 3,100,000
Ride Connection	-	\$ -		0.24284435	\$ 1,238,860
Total		\$ 1,841,490			\$ 87,554,168

EXHIBIT C-TRI-MET STIF AGREEMENT

**EXHIBIT E – PART 2
POPULATION-BASED FORMULA FUNDS**

FY24 STIF Population Funds Disbursement Steps	STIF Population Disbursement per Quarter	Not to Exceed FY24 STIF Population Based Formula Funds Plan
		New FY24 Population Based Formula Funds Per FY24-25 STIF Plan
Jurisdictions		
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville/South Metro Area Regional Transit	\$ 79,307	\$ 317,227
City of Canby	\$ 32,436	\$ 129,744
City of Sandy	\$ 37,137	\$ 148,550
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland/Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,345
Total	\$ 1,227,345	\$ 4,909,381

FY25 STIF Population Funds Disbursement Steps	STIF Population Disbursement per Quarter	Not to Exceed FY25 STIF Population Based Formula Funds Plan
		New FY25 Population Based Formula Funds Per FY24-25 STIF Plan
Jurisdictions		
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville/South Metro Area Regional Transit	\$ 79,307	\$ 317,227
City of Canby	\$ 32,436	\$ 129,744
City of Sandy	\$ 37,137	\$ 148,549
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland/Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,346
Total	\$ 1,227,345	\$ 4,909,381



AGREEMENT MODIFICATION

Modification No. 2
Agreement No. GG230847EVL
Clackamas County

This Modification amends the above-referenced Agreement for Disbursement of State of Oregon, Public Transit Section Statewide Transportation Improvement Funds (STIF) between TriMet and the **Clackamas County** (Subrecipient).

The effective date of this Modification is the date of the last signature below.

RECITALS

1. The Oregon Transportation Commission (OTC) has approved TriMet's STIF Plan for use of STIF Formula Funds for the period of Fiscal Year 2026 (beginning July 1, 2025) through the end of Fiscal Year 2027 (June 30, 2027).
2. The Parties wish to modify and update the above referenced Agreement to provide Subrecipient with STIF Formula Funds for the period as detailed in TriMet's STIF Plan.

AMENDMENT TO THE AGREEMENT

Based on the forgoing, the Agreement is amended as follows:

1. A new Exhibit D, appended to this Modification 2, replaces the prior Exhibit D and reflects Subrecipient's new Scope of Work for the FY 2026-27 period.
2. A new Exhibit E, Parts 1 and 2, appended to this Modification 2, replaces the prior Exhibit E Parts 1 and 2 and reflects the distribution of new STIF Formula Funds to Subrecipients for the FY 2026-27 period. Exhibit E, Part 3 has been removed from the Agreement, as this table is no longer relevant.
3. Subrecipient may use STIF Formula Funds for allowable costs incurred after July 1, 2025 and through the term of this Agreement, June 30, 2027, unless the Agreement is terminated earlier as provided in this Agreement. Section 10 (Term), of the Agreement is modified accordingly.
4. The total Agreement is hereby increased by \$5,254,811 to account for Clackamas County's FY 2026-27 STIF Formula Plan funds as approved by the OTC. The revised Agreement amount shall not exceed \$11,120,380.
5. The Oregon Department of Transportation (ODOT) and TriMet have executed Agreement No. 35860 to formalize the OTC approved FY 2026-27 STIF Plan. As required by ODOT, Agreement No. 35860, appended to this Modification 2 as Exhibit G, is made part of the

EXHIBIT C-TRI-MET STIF AGREEMENT

Agreement between TriMet and Subrecipient. Qualified Entities and their Subrecipients must comply with all applicable provisions of Agreement No 35860, including but not limited to Section 10 of Agreement No. 35860 unless exempted in writing by ODOT.

6. The parties acknowledge and agree that ODOT is a third-party beneficiary of the obligations of Subrecipient as outlined in the Agreement, and ODOT shall be entitled to enforce such obligations in its own name and on its own behalf.
7. The Subrecipient's STIF plan, appended to this Modification 2 as Exhibit H, is made part of the Agreement.
8. Exhibit A, Section 1.A of the Agreement is replaced with the following:

Disbursement and Recovery of STIF Formula Funds.

- A. **Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 10 business days of TriMet's receipt of STIF Formula Funds from ODOT, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 10 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:

EXHIBIT C-TRI-MET STIF AGREEMENT

NO OTHER CHANGES

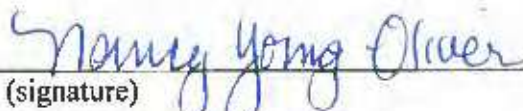
By executing below, both Parties agree to the Modification. Contractor certifies under penalty of perjury as provided in ORS 305.385(6) that it is not, to the best of its knowledge, in violation of any Oregon tax law. For the purposes of this certification, "Oregon Tax Laws" are state taxes imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620

CLACKAMAS COUNTY

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)



(signature)



(signature)

Name: **Craig Roberts**

Name: Nancy Young-Oliver

Title: **Chair, Clackamas County Board**

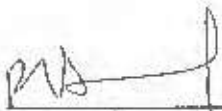
Title: Chief Financial Officer

Date: **11/13/2025**

Date: *11.20.2025*

Approved as to Form:

Approved as to Form:



County Counsel 10/27/25
Date

TriMet Legal Counsel

Date:

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT D
SUBRECIPIENT SCOPE OF WORK

Subrecipient Contact Information:

- Name of Organization: Clackamas County
- Contact Person: Teresa Christopherson, Administrative Services Manager – Social Services Division
- Address: 2051 Kaen Rd. #135, Oregon City, OR 97045
- Telephone: 503-650-5718
- E-mail: teresachr@co.clackamas.or.us

TriMet Contact for Reporting and Compliance:

- Contact Person: John Paul (JP) Gonzalez, Senior Grants Compliance Analyst
- Address: 101 SW Main St., Suite 700, Portland, OR 97204
- Telephone: 503-962-4854
- E-mail: gonzajoh@trimet.org and/or STIFCompliance@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Director – Mobility Planning & Policy
- Address: 101 SW Main St., Suite 700, Portland, OR 97204
- Telephone: 503-962-4883
- E-mail: millst@trimet.org

Term of Contract: 7/1/2025 through 6/30/2027

Total FY26-27 STIF Formula Funds (with unspent funds/interest from prior STIF Plans):
\$6,095,811

Total New FY26-27 STIF Formula Funds (no unspent funds/interest): \$5,254,811

PROJECT DESCRIPTION:

Clackamas County will conduct the following activities with FY26-27 STIF Payroll-Based and Population-Based Formula Funds received via TriMet:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
1	Transit Operations	Clackamas County Transportation Operations. Continued funding for existing Mt Hood Express and Village Shuttle services. Service to the	Task 1: Operations
			Task 2: Operations

EXHIBIT C-TRI-MET STIF AGREEMENT

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
		unincorporated community of Boring, which is outside of the service area of any senior center and sustains transit services for residents age 60 plus or with a disability. Work with Clackamas County small transit providers to address missing connections in Clackamas County.	Task 3: Operations
2	Planning and Capital	Clackamas County Planning and Capital Improvements	Task 1: Preventative Maintenance Task 2: Capital Purchase Technology Task 3: Planning Task 4: Capital Purchase Task 5: Vehicle Purchase. Two (2) under 40' buses. Task 6: Signs/Shelters Purchase
3	Community Based Transportation	Clackamas County Community Based Transportation Programs	Task 1: Operations Task 2: Operations Task 3: Operations Task 4: Operations Task 5: Vehicle Purchase. Two (2) vans.
4	Administration and Program Reserve	Clackamas County STIF Program Administration and Program Reserve	Task 1: Project Administration Task 2: Program Reserve/Contingency Task 3: Project Administration
5	Regional Coordination Projects	Regional Coordination: Continued operations of ClackCo shuttles - Oregon City, Clackamas Industrial, CCC Xpress, and Estacada Routes.	Task 1: Operations Task 2: Project Administration

EXHIBIT C-TRI-MET STIF AGREEMENT

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
			Task 3:Program Reserve/Contingency

PLAN BUDGET:

STIF Plan Project Number	FY26 New Funds	FY27 New Funds	Prior Biennia STIF Funds Unspent	Prior Biennia STIF Interest Unspent
1	\$301,687.00	\$301,687.00	\$145,000.00	\$0.00
2	\$95,408.00	\$95,409.00	\$195,000.00	\$0.00
3	\$946,276.50	\$946,276.50	\$106,000.00	\$0.00
4	\$142,000.00	\$142,554.00	\$200,000.00	\$20,000.00
5	\$1,141,757.00	\$1,141,756.00	\$150,000.00	\$25,000.00
<i>Subtotal</i>	<i>\$2,627,128.50</i>	<i>\$2,627,682.50</i>	<i>\$796,000.00</i>	<i>\$45,000.00</i>
Grand Total (all funds): \$6,095,811.00				
Grand Total (new funds): \$5,254,811.00				

EXHIBIT C-TRI-MET STIF AGREEMENT

REPORTING:

Required Elements	FY26-27 Plan	Quarterly Report	Annual Report
Plan Outcomes			
Revenue Miles	925,000	X	
Revenue Hours	51,850	X	
Rides	175,900	X	
Number of new shared stops with other transit providers	15	X	
Number of rides provided to students in grades 9-12	3,600	X	
Number of students in grades 9-12 served by demand response	N/A	X	
Other outcomes	3	X	
Number of individuals within a ½-mile of a transit stop for fixed-route transit	591,500		X
Number of low-income households within a ½-mile of a transit stop for fixed-route transit	135,949		X
Number of students in grades 9-12 attending a school served by transit	9,500		X
Number of rides to students in grades 9-12	N/A		X
Program Criteria			
Increased frequency to areas with a high percentage of low-income households	N/A		X
Expanded routes or services to areas with a high percentage of low-income households	N/A		X
Reduced fares in communities with a high percentage of low-income households	N/A		X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more	N/A		X
Improved frequency and reliability of service between communities in and out of the Qualified Entity's area	N/A		X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service	N/A		X
Implementation of programs to provide student transit service for students in grades 9-12	N/A		X
Capital Assets			
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds	N/A	X	
Low-Income Tax Mitigation			
Report on mitigating the tax on low-income passengers	N/A		X
Audit Reports			
Copy of financial audits, including STIF procedures	N/A		X

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT E

STIF FORMULA FUNDS - DISBURSEMENT FORMULA

EXHIBIT E – PART 1

PAYROLL-BASED FORMULA FUNDS DISBURSEMENT AMOUNTS AND METHODOLOGY

	FY26 Planned New Funds				
Jurisdictions	TriMet In-District / Regional Coordination	TriMet In-District / Human Services	Out-of-District	Out-of-District Percent of Total	Total
TriMet	\$ 58,100,087.00	\$ 253,465.00	\$ -	0.00%	\$ 58,353,552.00
Clackamas County	\$ 1,141,757.00	\$ -	\$ 669,908.00	0.91%	\$ 1,811,665.00
Multnomah County	\$ 1,049,000.00	\$ -	\$ 70,000.00	0.10%	\$ 1,119,000.00
Washington County	\$ 3,046,900.00	\$ -	\$ 459,000.00	0.62%	\$ 3,505,900.00
City of Wilsonville/South Metro Area Regional Transit	\$ 1,812,000.00	\$ -	\$ 915,427.00	1.24%	\$ 2,727,427.00
City of Canby	\$ -	\$ -	\$ 371,856.00	0.51%	\$ 371,856.00
City of Sandy	\$ 450,000.00	\$ -	\$ 161,646.00	0.22%	\$ 611,646.00
South Clackamas Transportation District	\$ -	\$ -	\$ 299,000.00	0.41%	\$ 299,000.00
City of Portland/Portland Streetcar	\$ 3,000,000.00	\$ -	\$ -	0.00%	\$ 3,000,000.00
Ride Connection	\$ -	\$ 1,746,535.00	\$ -	0.00%	\$ 1,746,535.00
Total	\$ 68,599,744.00	\$ 2,000,000.00	\$ 2,946,837.00	4.01%	\$ 73,546,581.00

	FY27 Planned New Funds				
Jurisdictions	TriMet In-District / Regional Coordination	TriMet In-District / Human Services	Out-of-District	Out-of-District Percent of Total	Total
TriMet	\$ 61,597,088.00	\$ 191,994.00	\$ -	0.00%	\$ 61,789,082.00
Clackamas County	\$ 1,141,756.00	\$ -	\$ 670,463.00	0.86%	\$ 1,812,219.00
Multnomah County	\$ 1,092,000.00	\$ -	\$ 71,739.00	0.09%	\$ 1,163,739.00
Washington County	\$ 2,775,414.00	\$ -	\$ 474,960.00	0.61%	\$ 3,250,374.00
City of Wilsonville/South Metro Area Regional Transit	\$ 1,812,000.00	\$ -	\$ 2,201,542.00	2.82%	\$ 4,013,542.00
City of Canby	\$ -	\$ -	\$ 390,255.00	0.50%	\$ 390,255.00
City of Sandy	\$ 450,000.00	\$ -	\$ 174,370.00	0.22%	\$ 624,370.00
South Clackamas Transportation District	\$ -	\$ -	\$ 299,168.00	0.38%	\$ 299,168.00
City of Portland/Portland Streetcar	\$ 3,000,000.00	\$ -	\$ -	0.00%	\$ 3,000,000.00
Ride Connection	\$ -	\$ 1,808,006.00	\$ -	0.00%	\$ 1,808,006.00
Total	\$ 71,868,258.00	\$ 2,000,000.00	\$ 4,282,497.00	5.48%	\$ 78,150,755.00

Notes:

1. Percent of Total factor is based on the NEW Payroll funds not TOTAL Payroll funds that include carry over from previous biennia.
2. Total biennium disbursements are not-to-exceed total biennium planned amounts.
3. Total STIF Formula Payroll funds disbursed to the Subrecipient quarterly will be based on the Subrecipient's Percentage of the Total for Out-of-District apportionments, as referenced in the table above, relative to the total STIF quarterly allocation received from ODOT.
4. Funds disbursed to the Subrecipient for TriMet In-District's Regional Coordination and Human Services apportionments will be based on a fixed quarterly amount (0.25 x amount shown in the tables above).

EXHIBIT C-TRI-MET STIF AGREEMENT

**EXHIBIT E – PART 2
POPULATION-BASED FORMULA FUNDS DISBURSEMENT AMOUNTS AND METHODOLOGY**

Jurisdictions	FY26		
	Total	Quarterly	Percent of Total
TriMet	\$ -	\$ -	0.00%
Clackamas County	\$ 815,463.50	\$ 203,866.00	15.99%
Multnomah County	\$ 557,359.00	\$ 139,340.00	10.93%
Washington County	\$ -	\$ -	0.00%
City of Wilsonville/South Metro Area Regional Transit	\$ -	\$ -	0.00%
City of Canby	\$ 126,803.00	\$ 31,701.00	2.49%
City of Sandy	\$ 211,745.00	\$ 52,936.00	4.15%
South Clackamas Transportation District	\$ 77,026.00	\$ 19,257.00	1.51%
City of Portland/Portland Streetcar	\$ -	\$ -	0.00%
Ride Connection	\$ 3,311,595.00	\$ 827,899.00	64.93%
Total	\$ 5,099,991.50		100.00%

Jurisdictions	FY27		
	Total	Quarterly	Percent of Total
TriMet	\$ -	\$ -	0.00%
Clackamas County	\$ 815,463.50	\$ 203,866.00	15.99%
Multnomah County	\$ 557,359.00	\$ 139,340.00	10.93%
Washington County	\$ -	\$ -	0.00%
City of Wilsonville/South Metro Area Regional Transit	\$ -	\$ -	0.00%
City of Canby	\$ 126,803.00	\$ 31,701.00	2.49%
City of Sandy	\$ 211,746.00	\$ 52,937.00	4.15%
South Clackamas Transportation District	\$ 77,026.00	\$ 19,257.00	1.51%
City of Portland/Portland Streetcar	\$ -	\$ -	0.00%
Ride Connection	\$ 3,311,597.00	\$ 827,899.00	64.93%
Total	\$ 5,099,994.50		100.00%

Notes:

1. Total biennium disbursements are not-to-exceed total biennium planned amounts.
2. Total STIF Formula Population funds disbursed to the Subrecipient quarterly will be based on the recommended amounts by the Accessible Transportation Fund Advisory Committee, as referenced in the table above and relative to the total STIF quarterly allocation received from ODOT.

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT G

ODOT AGREEMENT NO. 35860 – STIF FORMULA PROGRAM

Refer to attached agreement.

EXHIBIT C-TRI-MET STIF AGREEMENT

EXHIBIT H

CLACKAMAS COUNTY'S BIENNIUM 2025-27 STIF PLAN

Refer to attached STIF Plan.

**PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION**

STIF FORMULA PROGRAM

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Tri County Metropolitan Transportation District of Oregon**, acting by and through its Governing Body, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is a "Qualified Entity" as that term is defined in ORS 184.752(2).

AGREEMENT

1. **Authority.** ORS 184.766(2).
2. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or 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 eligible project costs incurred on or after the Effective Date and on or before **June 30, 2027** (the "Expiration Date").
3. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description

Exhibit B: Financial Information

Exhibit C: Contractor Insurance Requirements

Exhibit D: Approved Statewide Transportation Improvement Fund (STIF) Plan

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit D; Exhibit B; Exhibit C.

4. **Grant Funds; STIF Plan Maximum; Reserve Payment.** In accordance with the terms and conditions of this agreement and applicable administrative rules:
 - a. State will provide Recipient with up to an amount of funds ("Grant Funds") not to exceed the lesser of:
 - i. The total amount of Grant Funds calculated using the methods described in OAR 732-042-0010(4) ("QE Allocation"); or
 - ii. \$161,897,322.00, which is the amount of total funding sought in Recipient's STIF Plan, as that term is defined in OAR-732-040-0005(35), and approved by the OTC ("STIF Plan Maximum").
 - b. If the QE Allocation exceeds the STIF Plan Maximum, ODOT will hold in reserve an amount of Grant Funds that equals the difference between the QE Allocation and the STIF Plan Maximum ("Reserve Payment"). Recipient will receive the Reserve Payment at the beginning of the next biennium, after its STIF plan for the next biennium is approved by OTC, as part of its first quarterly disbursement. The Reserve Payment will count towards the maximum Grant Funds available to Recipient under its OTC-approved STIF plan for the next biennium.
5. **Project.** The Grant Funds shall be used solely for the project(s) described in Exhibit A (the "Project") and shall not be used for any other purpose.
6. **Progress Reports.** Recipient shall submit quarterly progress reports ("Reports") to State no later than forty-five (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/optis.aspx>. Reports shall include a statement of revenues and expenditures for each quarter, project progress, and measures achieved. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

7. Disbursement and Recovery of Grant Funds.

Disbursement Generally. During the 2025-2027 biennium, State shall make quarterly installment payments of the Grant Funds to Recipient within sixty (60) days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the amount of Grant Funds divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if Grant Funds are adjusted as provided in Section 4.

a. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, Recipient's STIF Plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) and STIF statutes (ORS 184.751-184.766).
- iii. Recipient's representations and warranties set forth in Section 8 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Any audit findings relating to Recipient's use of Grant Funds under this Agreement or any other agreement with State have been resolved.

b. Recovery of Grant Funds

- i. **Recovery of Misexpended Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766) ("Misexpended Grant Funds") must be returned to State. Recipient shall return all Misexpended Grant Funds to State no later than fifteen (15) days after State's written demand.
- ii. **Recovery of Grant Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.
- iii. **Recovery of Grant Funds for Violation of Agreement.** Pursuant to ORS 184.766(2), Recipient shall repay, in full, distributions paid to Recipient, if the Oregon Transportation Commission determines that Recipient has failed to meet or comply with any terms or conditions of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766).

8. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement

(1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subcontracts, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

9. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and contractors complies with these requirements. State, the Secretary of State of the State of Oregon ("Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six (6) year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. Audit Requirements.

- i. Recipient shall comply with the audit and compliance review requirements set out in OAR 732-040-0015 and, at Recipient's own expense, submit to State, Public Transportation Division, 355 Capitol Street N.E., MS43, Salem, Oregon, 97301-4179 or ODOTPTDreporting@odot.oregon.gov, a copy of, or electronic link to, any annual audit covering the Grant Funds expended under this Agreement by Recipient or a party to any contract with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of Grant Funds received under this Agreement.
- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the Grant Funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.
- iii. Recipient shall provide State with documentation of compliance with ODOT's STIF Agreed Upon Procedures (AUP) for audits. Documentation of compliance with ODOT's STIF AUP for audits is due 30 days after the Recipient's receipt of the auditor's final report of the Recipient's annual audit, or by a date established by rule, each year this agreement is in effect.

This Section 9 shall survive any expiration or termination of this Agreement.

10. Recipient Contracts and Procurements

Recipient may enter into contracts with subrecipients or contractors ("contractor") for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

a. Contracts.

- i. All contracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contract(s). Use of a contract does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's contract with the contractor.
- iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name State as an additional or dual obligee on construction contractors' performance and payment bonds.
- iv. Recipient shall provide State with a copy of any signed contract, as well as any other purchasing or contracting documentation, upon request by State. This subparagraph shall survive expiration or termination of this Agreement.
- v. Recipient must report to State any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i. **Recipient's contracts(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their officers, members, employees and agents from and against any and all claims, actions, liabilities, damages, losses, cost or expenses, including attorneys' fees, of any nature whatsoever resulting from arising out of or related to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract or any of such**

party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's contract(s) from and against any and all Claims.

- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Contractor"), nor any attorney engaged by Recipient's contractor(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending State or that Recipient's 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 Recipient's contractor if the State of Oregon elects to assume its own defense.**
 - iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.
- c. Contractor Insurance.**
- i. Recipient shall require its contractors(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
 - ii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage deemed appropriate based on the risk of the subcontracted work.
 - iii. Recipient shall include provisions in each of its contrast requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.
- d. Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statutes (ORS) 279 A, B and C, and rules, ensuring that all procurement transactions are conducted in a manner providing full and open competition. In addition, the Recipient shall:
- i. obtain approval from State, prior to solicitation, of any procurements for rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000.
- e. Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

11. Termination and Additional Remedies

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal;
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative

- discretion, to continue to make payments for performance of this Agreement;
- iii. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
 - iv. If the Project would not produce results commensurate with the further expenditure of Grant Funds;
 - v. If Recipient has failed to comply with: (a) any provision of this Agreement, (b) Recipient's STIF plan, (c) STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or (d) STIF statutes (ORS 184.751-184.766); or
 - vi. If Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Additional Remedies Available to the State.** If Recipient has failed to comply with any provision of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-184.766) or takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State, then State may, in its sole discretion, impose remedies in addition to or in lieu of termination under Section 10.a.(v) and 10.a.(vi) above. Such remedies include, without limitation, (i) imposing additional reporting requirements on Recipient; (ii) withholding further distribution of Grant Funds; and (iii) the partial or full recovery of Grant Funds already distributed to Recipient.
- c. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the Grant Funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- d. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

12. General Provisions

- a. **Contribution.** For purposes of this Section 12.a., the term "State" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."
- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the

one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- iv. This Contribution Section shall survive termination of this Agreement.
- b. **Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. Recipient shall ensure that each of its contractor(s) complies with these requirements.
- c. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- d. **No Third-Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- e. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- f. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles

of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- g. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- h. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- i. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- j. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- k. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- l. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- m. **Survival.** The following provisions survive termination of this Agreement: Sections 7.b, 9, 12, and any Sections that by their nature survive termination.
- n. **Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Tri County Metropolitan Transportation District of Oregon, by and through its

By _____
(Legally designated representative)

Name Nancy Young Digitally signed by
(printed) Oliver, CPA Nancy Young-Oliver,
CPFO CFE CPA CPFO CFE CISA
Date CISA Date: 2025.08.15
09:01:04 -07'00'

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:


Erika Turney
101 SW Main Street, Suite 700
Portland, OR 97204
1 (503) 962-4832
turneye@trimet.org

State Contact:

Jennifer Cooper
355 Capitol St NE, MS43
Salem, OR 97301
1 (971) 446-0225
Jennifer.COOPER@odot.oregon.gov

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By 
Suzanne CARLSON (Aug 20, 2025 17:32:19 PDT)
Suzanne Carlson
Public Transportation Division Administrator

Date 08/20/2025

APPROVAL RECOMMENDED

By Drew Orr

Date 06/06/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name Nina R. Englander by email
(printed)

Date 06/04/2025

EXHIBIT A

Project Description

Project Description

Recipient shall comply with all terms of its OTC-approved STIF Plan, a copy of which is Exhibit D to this Agreement and shall complete the Projects, tasks and outcomes measures described in Section 6 of the STIF Plan ("Section 6") consistent with the expenditure estimates, also described in Section 6.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
--

EXHIBIT C

Insurance Requirements

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors ("contractor"): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. All references to "contractor" in this Exhibit refer to Recipient's contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

- a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.**
All employers, including Recipient's contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. **Recipient's contractors shall require compliance with these requirements in each of their subcontractor contracts.**
- b. **COMMERCIAL GENERAL LIABILITY.**
Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:
Prime construction contractor: Coverage shall be written on an occurrence basis in an

amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

Other contractor(s): Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

c. **AUTOMOBILE LIABILITY.**

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State: Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

d. **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. **ADDITIONAL INSURED.**

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Recipient.

f. **"TAIL" COVERAGE.**

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

3. **NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. **CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all

liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/ Employer's Liability.

The Recipient shall immediately notify State of any change in insurance coverage.

Exhibit D

See attached OTC Approved STIF Plan 2025-27

1. Qualified Entity
- 1.2 Sub-Recipients in STIF Plan
2. Advisory Committees
- 2.1 Advisory Committee Website
3. Local Plan Compliance
- 3.1 Existing Local Plans from which project(s) are derived.
- 3.2 Local Plan Requirements
4. Accountability
- 4.1 Accountability methods
- 4.2 Sub-Allocation method
- 4.3 High Percentage of Low-Income Households
5. STIF Plan Period and Adoption
- 5.1 Period Covered by STIF Plan
- 5.2 STIF Plan Adoption
6. Projects
- 6.1 Project Detail Entry
- 6.1.1 Project Scope
- 6.1.2 Expenditure Estimates
- 6.2 Allocations of STIF funds by project
- 6.3 Oregon Public Transportation Plan Goals
- 6.4 Project Summary
7. STIF Plan Summary



STIF Subrecipient Project Application 2025-27

For alternative formats / accessibility questions please reach out to: The Regional Transit Coordinator in your region or Brian Roth: brian.roth@odot.oregon.gov

1. Subrecipient Information

Service Provider Name

Clackamas County

Service Provider Contact Name

Kristina Babcock

Service Provider Contact Title

Human Services Supervisor

Service Provider Phone Number

(971) 349-0481

Service Provider Email

kbabcock@clackamas.us

Service Provider Type

County

Employer Identification Number (EIN)

93-6002286

Service Provider Website

<https://www.clackamas.us/socialservices/transportation>

2. Qualified Entity representing Subrecipient

Qualified Entity Name

Tri County Metropolitan Transportation District of Oregon

STIF Plan Contact Name

Tom Mills

STIF Plan Contact Title

Director, Planning and Policy

STIF Plan Contact Phone Number

(503) 962-4883

STIF Plan Contact Email

millst@trimet.org

End Date of QE STIF Plan

6/30/2029

3. Local Plan Compliance

3.1 Existing Local Plans from which project(s) are derived.

Local Plan 1

Local Plan Name

Coordinated Transportation Plan for Seniors and People with Disabilities

Governing Body that adopted Local Plan

TriMet Board of Directions

Plan Adoption Date

6/22/2016

Local Plan Web Address

EXHIBIT C-TRI-MET STIF AGREEMENT

https://www.oregonmetro.gov/sites/default/files/2018/06/29/RTP-Appendix_G_CTP_20160614.pdf

Upload copy of Local Plan if it's not available on a website.

Local Plan 2

Local Plan Name

Mt Hood Multi-Modal Transportation Plan

Governing Body that adopted Local Plan

ODOT

Plan Adoption Date

3/1/2014

Local Plan Web Address

<https://www.oregon.gov/odot/projects/pages/project-details.aspx?project=MHMTP>

Upload copy of Local Plan if it's not available on a website.

Local Plan 3

Local Plan Name

Clackamas County Transit Development Plan

Governing Body that adopted Local Plan

Clackamas County Board of County Commissioners

Plan Adoption Date

4/22/2021

Local Plan Web Address

<https://www.clackamas.us/planning/transit>

Upload copy of Local Plan if it's not available on a website.

Local Plan 4

Local Plan Name

Unified Service Enhancement Plan

Governing Body that adopted Local Plan

TriMet Board of Directors

Plan Adoption Date

10/24/2018

Local Plan Web Address

<https://trimet.org/future/>

Upload copy of Local Plan if it's not available on a website.

3.2 Local Plan requirements

I agree that the Local Plan(s), either separately or together, contain all of the information required by OAR 732-040-0005(19).

Yes

4. Projects

4.1 Project Detail Entry

Project 1

EXHIBIT C-TRI-MET STIF AGREEMENT

Subrecipient or Qualified Entity Name

Clackamas County

Project Name

Transit Operations

Project Description

Clackamas County Transportation Operations

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?

No

Percent of project budget in district

10%

Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service

100%

Maintain Service

0%

Local Plan this project is derived from:

Mt Hood Multi-Modal Transportation Plan and Coordinated Transportation Plan

Local Plan Page Number

Multi-Phase Project

Is your project part of a larger multi-phase project?

No

4.1.1 Project Scope

Task 1

Task Description

Mt Hood Express and Village Shuttle Service: Continued funding for existing Mt Hood Express and Village Shuttle services from the City of Sandy to Rhododendron and Government Camp. This includes funding for one Express run daily and one Villages shuttle daily added during the funding cycle in FY19/21. All other operational, program and match costs needed to maintain existing service levels. This supports both fixed route and deviated fixed route services.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

EXHIBIT C-TRI-MET STIF AGREEMENT

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Fixed Route

Operations Task Category

Task Category Amount

\$450,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$225,000.00	\$225,000.00	\$0.00	\$0.00	\$450,000.00
Federal	\$279,263.00	\$283,579.00	\$0.00	\$0.00	\$562,842.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$130,000.00
Other Funds	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$90,000.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$614,263.00	\$618,579.00	\$0.00	\$0.00	\$1,232,842.00

EXHIBIT C-TRI-MET STIF AGREEMENT

By checking this box, I confirm that this project task is only funded by STIF.

No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
500,000	17,600.00	114,000

Number of people with access to transit (within 1/2 mile of transit stop for fixed route)
6,300

Number of Low-Income Households with access to transit (within 1/2 mile of transit stop for fixed route)
1,260

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
0

Is this project supporting student transportation?
Yes

Choose at least one

Operations

Number of students in grades 9-12 attending a school served by transit

Number of students in grades 9-12 attending a school served by transit
9,500

Optional Outcome Measures

Outcome Measure 1

Outcome Measures for Older Adults and People with Disabilities

Revenue Miles	Revenue Hours	Rides
500,000	17,600.00	6,000

Other Measure

Number of Units:

EXHIBIT C-TRI-MET STIF AGREEMENT

Task 2

Task Description

Boring Lifeline Service: This project provides service to the unincorporated community of Boring, which is outside of the service area of any senior center or transit service. This is a partnership between Clackamas County Social Services Division (SSD) and the City of Sandy - Sandy Senior & Community Center (SSCC) to sustain services for residents age 60 plus or with a disability. This project includes funding allocated through the STIF Poulation Based (STF) process.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Demand Response

Operations Task Category

Task Category Amount

\$103,374.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$51,687.00	\$51,687.00	\$0.00	\$0.00	\$103,374.00
STIF Payroll Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$51,687.00	\$51,687.00	\$0.00	\$0.00	\$103,374.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles
15,000

Revenue Hours
1,000.00

Rides
1,200

Number of people with access to transit (within ½ mile of transit stop for fixed route)
0

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)
0

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
0

Is this project supporting student transportation?
No

Task 3

Task Description

Local Service Connections: Work with Clackamas County small transit providers to address missing connections in Clackamas County between existing transit providers as identified in the Clackamas County Transit Development Plan (TDP), other transit master plans, Coordinated Human Services plan, or other local plans. Provide operational funding support to implement the new or expanded service.

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Local service connections can be Fixed Route, Deviated Fixed Route, Dial-a-ride

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Fixed Route

Operations Task Category

Task Category Amount

\$195,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$50,000.00
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Prior Biennia STIF Funds	\$72,500.00	\$72,500.00	\$0.00	\$0.00	\$145,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$97,500.00	\$97,500.00	\$0.00	\$0.00	\$195,000.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
17,000	900.00	1,000

Number of people with access to transit (within ½ mile of transit stop for fixed route)
0

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)
0

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
0

Is this project supporting student transportation?
Yes

Choose at least one

Operations

Number of rides provided to students in grades 9-12

Number of rides provided to students in grades 9-12
100

Number of students in grades 9-12 served by demand response
0

Optional Outcome Measures

Outcome Measure 1

Outcome Measures for Older Adults and People with Disabilities

Revenue Miles 17,000	Revenue Hours 900.00	Rides 1,000
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Other Measure

Number of Units:

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.
8. Services for older adults and people with disabilities.

FY 2026 STIF Total \$374,187.00	FY 2027 STIF Total \$374,187.00
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Fund Allocation (Must not exceed 100% per criterion per fiscal year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
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Criterion 1	50%	50%	50%	50%
Criterion 2	10%	10%	10%	10%
Criterion 3	0%	0%	0%	0%
Criterion 4	0%	0%	0%	0%
Criterion 5	5%	5%	5%	5%
Criterion 6	10%	10%	10%	10%
Criterion 7	5%	5%	5%	5%
Criterion 8	20%	20%	20%	20%
	100.00%	100.00%	100.00%	100.00%

4.3 Oregon Public Transportation Plan Goals

Select the OPTP goals that apply to your STIF Plan Projects.

- Goal 1 Mobility: Public Transportation User Experience
- Goal 2: Accessibility and Connectivity
- Goal 3: Community Livability and Economic Vitality
- Goal 4: Equity
- Goal 5: Health
- Goal 7: Environmental Sustainability
- Goal 9: Funding and Strategic Investment
- Goal 10: Communication, Collaboration, and Coordination

4.4 Project Summary

Project Name

Transit Operations

Subrecipient Project Total

\$748,374.00

FY 2026 STIF Project Total	FY 2027 STIF Project Total	FY 2028 STIF Project Total	FY 2029 STIF Project Total
\$374,187.00	\$374,187.00	\$0.00	\$0.00

Funds Supporting Student Transportation

FY 2026 STIF Funds supporting student transportation	FY 2027 STIF Funds supporting student transportation	FY 2028 STIF Funds supporting student transportation	FY 2029 STIF Funds supporting student transportation
\$18,709.35	\$18,709.35	\$0.00	\$0.00
FY 2026 percent of STIF	FY 2027 percent of	FY 2028 percent of	FY 2029 percent of STIF

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Funds supporting student transportation 5%	STIF Funds supporting student transportation 5%	STIF Funds supporting student transportation	Funds supporting student transportation
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Funds Supporting Older and Disabled Persons Transportation

FY 2026 STIF Funds supporting older and disabled persons transportation \$74,837.40	FY 2027 STIF Funds supporting older and disabled persons transportation \$74,837.40	FY 2028 STIF Funds supporting older and disabled persons transportation \$0.00	FY 2029 STIF Funds supporting older and disabled persons transportation \$0.00
FY 2026 percent of STIF Funds supporting older and disabled persons transportation 20%	FY 2027 percent of STIF Funds supporting older and disabled persons transportation 20%	FY 2028 percent of STIF Funds supporting older and disabled persons transportation	FY 2029 percent of STIF Funds supporting older and disabled persons transportation

Funds from Previous Biennia

FY 2026 STIF Funds From Previous Cycle \$72,500.00	FY 2027 STIF Funds From Previous Cycle \$72,500.00	FY 2028 STIF Funds From Previous Cycle \$0.00	FY 2029 STIF Funds From Previous Cycle \$0.00
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Project 2

Subrecipient or Qualified Entity Name
Clackamas County

Project Name
Planning and Capital

Project Description
Clackamas County planning and capital improvement projects

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?
No

Percent of project budget in district
20%

Project budget share to improve, expand or maintain public transportation service

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Improve or Expand Service

100%

Maintain Service

0%

Local Plan this project is derived from:

Mt Hood Multi-Modal Transportation Plan and Coordinated Transportation Plan

Local Plan Page Number

Multi-Phase Project

Is your project part of a larger multi-phase project?

No

4.1.1 Project Scope

Task 1

Task Description

Vehicle Maintenance: Provide match for Vehicle maintenance costs associated with the Mt Hood Express, Village Shuttle and Transportation Reaching People. Match being used for 5310 and 5311 PM costs.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Preventive Maintenance 11.7A.00

Preventive Maintenance Task

Category

Task Category Amount

\$59,654.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for

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use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$29,827.00	\$29,827.00	\$0.00	\$0.00	\$59,654.00
Federal	\$152,173.00	\$152,173.00	\$0.00	\$0.00	\$304,346.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$182,000.00	\$182,000.00	\$0.00	\$0.00	\$364,000.00

By checking this box, I confirm that this project task is only funded by STIF.
No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
Yes

4.1.3 Outcome Measures

Task 2

Task Description

Technology Upgrades: Support and provide match for Implementation and maintenance of new technology solutions for the Mt Hood Express, Last Mile Shuttle, and Transportation Reaching People programs. Upgrades to dispatch software, real time vehicle arrival information, on board technology, upgraded websites, maintenance systems, etc. Also will be used to support Fare Integration solutions for all Clackamas County small Transit Providers and match for 5311 Grant.

Is this task supporting services for older adults and people with disabilities?
Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

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No

Category

Capital 117-00 Other Capital Items (Bus)

117-00 Other Capital Items Activity Type

Third Party Contracts 11.71

Third Party Contracts 11.71 Activity Detail

11.71.11 Other

Other Capital Items Task Category

Task Category Amount

\$43,216.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$21,608.00	\$21,608.00	\$0.00	\$0.00	\$43,216.00
Federal	\$35,892.00	\$35,892.00	\$0.00	\$0.00	\$71,784.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
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	\$57,500.00	\$57,500.00	\$0.00	\$0.00	\$115,000.00
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By checking this box, I confirm that this project task is only funded by STIF.
 No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
 Yes

4.1.3 Outcome Measures

Task 3

Task Description

Transit Development: Building on the Transit Hub initial study; identify and further develop Transit Hub site. Match and planning costs to study and engage in initial site development activities and provide match for larger Oregon Solutions Project regarding the rest stop relocation. Development for Restroom relocation in Government Camp and planning for park and rides supporting Mt Hood Express Service. Being used to match multiple projects.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Planning 44.20.00

Planning Task Category

Task Category Amount

\$47,947.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF

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money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$23,973.00	\$23,974.00	\$0.00	\$0.00	\$47,947.00
Federal	\$100,000.00	\$101,892.00	\$0.00	\$0.00	\$201,892.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$123,973.00	\$125,866.00	\$0.00	\$0.00	\$249,839.00

By checking this box, I confirm that this project task is only funded by STIF.

No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

Yes

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

Outcome Measures for Older Adults and People with Disabilities

Other Measure
Plans Created

Number of Units:
2

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Task 4

Task Description

Match for STIF Discretionary Projects including Transit Development Plan updates, Rest Stop Relocation, Vehicle Purchases and other STIF Discretionary projects approved for Clackamas County.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Capital 117-00 Other Capital Items (Bus)

117-00 Other Capital Items Activity Type

Third Party Contracts 11.71

Third Party Contracts 11.71 Activity Detail

11.71.11 Other

Other Capital Items Task Category

Task Category Amount

\$150,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00

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Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$150,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$150,000.00

By checking this box, I confirm that this project task is only funded by STIF.

No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

Yes

4.1.3 Outcome Measures

Task 5

Task Description

MHX Capital Purchases: Provide match to purchase vehicle(s) to stabilize fleet capacity of existing service as well as address future service expansion resulting from Transit Development Plan/ Vision of Transit around the Mountain Project

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Vehicle Purchase 111-00

By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.

Yes

What type of capital vehicle purchases are included in this task?

Expansion

Vehicle Expansion 11.13

EXHIBIT C-TRI-MET STIF AGREEMENT

11.13 Vehicle Information

Vehicle ALI	Make/Model	Quantity	Cost Each	Total	Length	# of seats / # ADA stations	# of seats with ADA deployed	Fuel System
11.1X.01 Bus STD 40 FT	TBD	2	\$269,000.00	\$538,000.00	37	37/2	31	Diesel
				\$538,000.00				

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$40,000.00
Federal	\$200,000.00	\$200,000.00	\$0.00	\$0.00	\$400,000.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$220,000.00	\$220,000.00	\$0.00	\$0.00	\$440,000.00

By checking this box, I confirm that this project task is only funded by STIF.
 No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
 Yes

4.1.3 Outcome Measures

Task 6

Task Description

MHX Infrastructure Updates: Provide match for updates to the infrastructure for Mt Hood Express. Improve / place shelters and improve customer information, on-street signage, and other transit amenities to improve the safety and transit experience for rural transit riders.

Is this task supporting services for older adults and people with disabilities?
 Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
 No

Category
 Signs/Shelters Purchase

By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.
 Yes

Signs/Shelters Purchase

Signs/Shelters Information

Description	Quantity	Unit Cost	Total Cost
Signs and Poles	5	\$600.00	\$3,000.00
Shelters	2	\$5,000.00	\$10,000.00
Real time bus location signs	5	\$1,000.00	\$5,000.00
Install	5	\$5,000.00	\$25,000.00
Misc. Items	5	\$400.00	\$2,000.00

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\$45,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Federal	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$25,000.00	\$20,000.00 \$0.00	\$0.00	\$0.00	\$45,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
	\$25,000.00	\$20,000.00	\$0.00	\$0.00	\$45,000.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

Outcome Measures for Older Adults and People with Disabilities

Other Measure

Capital Improvements Completed

Number of Units:

5

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity's service area.
6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.
8. Services for older adults and people with disabilities.

FY 2026 STIF Total
\$195,408.00

FY 2027 STIF Total
\$190,409.00

Fund Allocation (Must not exceed 100% per criterion per fiscal

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year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
Criterion 1	15%	15% 15%		15%
Criterion 2	5%	5% 5%		5%
Criterion 3	0%	0% 0%		0%
Criterion 4	0%	0% 0%		0%
Criterion 5	50%	50% 50%		50%
Criterion 6	10%	10% 10%		10%
Criterion 7	5%	5% 5%		5%
Criterion 8	15%	15% 15%		15%
	100.00%	100.00%	100.00%	100.00%

4.3 Oregon Public Transportation Plan Goals

Select the OPTP goals that apply to your STIF Plan Projects.

- Goal 1 Mobility: Public Transportation User Experience
- Goal 2: Accessibility and Connectivity
- Goal 3: Community Livability and Economic Vitality
- Goal 4: Equity
- Goal 7: Environmental Sustainability
- Goal 9: Funding and Strategic Investment
- Goal 10: Communication, Collaboration, and Coordination

4.4 Project Summary

Project Name

Planning and Capital

Subrecipient Project Total

\$385,817.00

FY 2026 STIF Project Total	FY 2027 STIF Project Total	FY 2028 STIF Project Total	FY 2029 STIF Project Total
\$195,408.00	\$190,409.00	\$0.00	\$0.00

Funds Supporting Student Transportation

FY 2026 STIF Funds supporting student transportation	FY 2027 STIF Funds supporting student transportation	FY 2028 STIF Funds supporting student transportation	FY 2029 STIF Funds supporting student transportation
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\$9,770.40	\$9,520.45	\$0.00	\$0.00
FY 2026 percent of STIF Funds supporting student transportation 5%	FY 2027 percent of STIF Funds supporting student transportation 5%	FY 2028 percent of STIF Funds supporting student transportation 5%	FY 2029 percent of STIF Funds supporting student transportation 5%

Funds Supporting Older and Disabled Persons Transportation

FY 2026 STIF Funds supporting older and disabled persons transportation \$29,311.20	FY 2027 STIF Funds supporting older and disabled persons transportation \$28,561.35	FY 2028 STIF Funds supporting older and disabled persons transportation \$0.00	FY 2029 STIF Funds supporting older and disabled persons transportation \$0.00
FY 2026 percent of STIF Funds supporting older and disabled persons transportation 15%	FY 2027 percent of STIF Funds supporting older and disabled persons transportation 15%	FY 2028 percent of STIF Funds supporting older and disabled persons transportation 15%	FY 2029 percent of STIF Funds supporting older and disabled persons transportation 15%

Funds from Previous Biennia

FY 2026 STIF Funds From Previous Cycle \$100,000.00	FY 2027 STIF Funds From Previous Cycle \$95,000.00	FY 2028 STIF Funds From Previous Cycle \$0.00	FY 2029 STIF Funds From Previous Cycle \$0.00
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Project 3

Subrecipient or Qualified Entity Name
Clackamas County

Project Name
Community Based Transportation

Project Description
Clackamas County Community Based Transportation Programs

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?
No

Percent of project budget in district
40%

Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service
100%

Maintain Service
0%

Local Plan this project is derived from:
Coordinated Transportation Plan

Local Plan Page Number

Multi-Phase Project

Is your project part of a larger multi-phase project?
No

4.1.1 Project Scope

Task 1

Task Description

Clackamas County Transportation Programs: Support and increase demand response services. This project would increase the availability of demand response services for Clackamas County residents; services include dedicated dialysis rides, dedicated medical rides, other ride types, and match for T-19 rides. Funding to be used for preventative maintenance, preventative maintenance match, Operations, Senior Centers, Taxi's, Paid Driver's, program administration and all other program expenses. This p

Is this task supporting services for older adults and people with disabilities?
Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
No

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Demand Response

Operations Task Category

Task Category Amount

\$1,324,028.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for

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another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$523,875.50	\$523,875.50	\$0.00	\$0.00	\$1,047,751.00
STIF Payroll Funds	\$47,500.00	\$47,500.00	\$0.00	\$0.00	\$95,000.00
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$16,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$579,375.50	\$579,375.50	\$0.00	\$0.00	\$1,158,751.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles
86,000

Revenue Hours
5,600.00

Rides
7,200

Number of people with access to transit (within ½ mile of transit stop for fixed route)
540,900

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Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)

129,816

Number of new shared stops with other transit providers (reducing fragmentation in transit services)

0

Is this project supporting student transportation?

No

Task 2

Task Description

Clackamas County Specialized Services: Support transportation services provided by the Senior Centers and other rural Transit providers in Clackamas County. Rides provided by both paid drivers and volunteers. Funding supports operations, program administration, technology upgrades and other program expenses. This project includes funding allocated through the STIF Population Based (STF) process.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Demand Response

Operations Task Category

Task Category Amount

\$462,224.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

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Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$196,112.00	\$196,112.00	\$0.00	\$0.00	\$392,224.00
STIF Payroll Funds	\$35,000.00	\$35,000.00	\$0.00	\$0.00	\$70,000.00
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$231,112.00	\$231,112.00	\$0.00	\$0.00	\$462,224.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
43,000	3,000.00	11,000

Number of people with access to transit (within ½ mile of transit stop for fixed route)
540,900

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)
129,816

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
0

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Is this project supporting student transportation?

No

Task 3

Task Description

Clackamas County Volunteer Programs: Support transportation services provided by Transportation Reaching People Program. Transportation provided by volunteer drivers. Funding supports operations, program administration, mileage reimbursement, technology upgrades and other program expenses. This project includes funding allocated through the STIF Poulation Based (STF) process.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Demand Response

Operations Task Category

Task Category Amount

\$152,578.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$38,789.00	\$38,789.00	\$0.00	\$0.00	\$77,578.00

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STIF Payroll Funds	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$50,000.00
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$20,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$73,789.00	\$73,789.00	\$0.00	\$0.00	\$147,578.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles

54,000

Revenue Hours

11,000.00

Rides

2,500

Number of people with access to transit (within ½ mile of transit stop for fixed route)

540,900

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)

129,816

Number of new shared stops with other transit providers (reducing fragmentation in transit services)

0

Is this project supporting student transportation?

No

Task 4

Task Description

T-19: Match provided for T-19 rides provided by Transportation Reaching People and the Clackamas

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County Senior Centers

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Demand Response

Operations Task Category

Task Category Amount

\$30,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$10,000.00
STIF Payroll Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$98,000.00	\$98,000.00	\$0.00	\$0.00	\$196,000.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Prior Biennia STIF Funds	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$20,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$113,000.00	\$113,000.00	\$0.00	\$0.00	\$226,000.00

By checking this box, I confirm that this project task is only funded by STIF.

No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

Yes

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
10,000	750.00	1,000

Number of people with access to transit (within ½ mile of transit stop for fixed route)
540,900

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)
129,816

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
0

Is this project supporting student transportation?
No

Task 5

Task Description

TRP Vehicle Purchase: Purchase one or two vehicles for the Transportation Reaching People program to expand the fleet and provide additional services. Vehicle would be either Category D or E depending on local availability. Project dollars may be as the primary funding source or match on TRP vehicle purchases

Is this task supporting services for older adults and people with disabilities?
Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
No

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Category

Vehicle Purchase 111-00

By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.

Yes

What type of capital vehicle purchases are included in this task?

Expansion

Vehicle Expansion 11.13

11.13 Vehicle Information

Vehicle ALI	Make/Model	Quantity	Cost Each	Total	Length	# of seats / # ADA stations	# of seats with ADA deployed	Fuel System
11.1X.15 Vans	TBD	2	\$135,000.00	\$270,000.00	20	12/2	8	Gas
				\$270,000.00				

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$150,000.00

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Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$50,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$100,000.00	\$100,000.00		\$0.00	\$0.00
					\$200,000.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

Outcome Measures for Older Adults and People with Disabilities

Other Measure

Vehicles Purchased

Number of Units:

1

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

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1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.
8. Services for older adults and people with disabilities.

FY 2026 STIF Total
\$999,276.50

FY 2027 STIF Total
\$999,276.50

Fund Allocation (Must not exceed 100% per criterion per fiscal year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
Criterion 1	20%	20% 20%	20%	20%
Criterion 2	0%	0% 0%	0%	0%
Criterion 3	0%	0% 0%	0%	0%
Criterion 4	0%	0% 0%	0%	0%
Criterion 5	0%	0% 0%	0%	0%
Criterion 6	0%	0% 0%	0%	0%
Criterion 7	0%	0% 0%	0%	0%
Criterion 8	80%	80% 80%	80%	80%
	100.00%	100.00%	100.00%	100.00%

4.3 Oregon Public Transportation Plan Goals

Select the OPTP goals that apply to your STIF Plan Projects.

Goal 1 Mobility: Public Transportation User Experience

Goal 2: Accessibility and Connectivity

Goal 3: Community Livability and Economic Vitality

EXHIBIT C-TRI-MET STIF AGREEMENT

Goal 4: Equity
Goal 5: Health
Goal 7: Environmental Sustainability

4.4 Project Summary

Project Name
Community Based Transportation

Subrecipient Project Total
\$1,998,553.00

FY 2026 STIF Project Total	FY 2027 STIF Project Total	FY 2028 STIF Project Total	FY 2029 STIF Project Total
\$999,276.50	\$999,276.50	\$0.00	\$0.00

Funds Supporting Student Transportation

FY 2026 STIF Funds supporting student transportation	FY 2027 STIF Funds supporting student transportation	FY 2028 STIF Funds supporting student transportation	FY 2029 STIF Funds supporting student transportation
\$0.00	\$0.00	\$0.00	\$0.00
FY 2026 percent of STIF Funds supporting student transportation	FY 2027 percent of STIF Funds supporting student transportation	FY 2028 percent of STIF Funds supporting student transportation	FY 2029 percent of STIF Funds supporting student transportation
0%	0%		

Funds Supporting Older and Disabled Persons Transportation

FY 2026 STIF Funds supporting older and disabled persons transportation	FY 2027 STIF Funds supporting older and disabled persons transportation	FY 2028 STIF Funds supporting older and disabled persons transportation	FY 2029 STIF Funds supporting older and disabled persons transportation
\$799,421.20	\$799,421.20	\$0.00	\$0.00
FY 2026 percent of STIF Funds supporting older and disabled persons transportation	FY 2027 percent of STIF Funds supporting older and disabled persons transportation	FY 2028 percent of STIF Funds supporting older and disabled persons transportation	FY 2029 percent of STIF Funds supporting older and disabled persons transportation
80%	80%		

Funds from Previous Biennia

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FY 2026 STIF Funds From Previous Cycle	FY 2027 STIF Funds From Previous Cycle	FY 2028 STIF Funds From Previous Cycle	FY 2029 STIF Funds From Previous Cycle
\$53,000.00	\$53,000.00	\$0.00	\$0.00

Project 4

Subrecipient or Qualified Entity Name

Clackamas County

Project Name

Administration and Program Reserve

Project Description

Clackamas County STIF Program Administration and Program Reserve

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?

No

Percent of project budget in district

40%

Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service

100%

Maintain Service

0%

Local Plan this project is derived from:

STIF Rule

Local Plan Page Number

Multi-Phase Project

Is your project part of a larger multi-phase project?

No

4.1.1 Project Scope

Task 1

Task Description

Administrative Costs: Approved category to cover the costs of administering and providing match for all STIF related projects, including project/plan development.

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

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No

Category

Project Administration 11.79.00

Project Administration Task Category

Task Category Amount
\$350,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$125,000.00	\$125,000.00 \$0.00	\$0.00	\$0.00	\$250,000.00
Federal	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$50,000.00	\$50,000.00 \$0.00	\$0.00	\$0.00	\$100,000.00
Prior Biennia Interest Accrued	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT C-TRI-MET STIF AGREEMENT

\$175,000.00 \$175,000.00 \$0.00 \$0.00 \$350,000.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Task 2

Task Description

Program Reserve: Approved category to cover the costs of projects within the STIF Plan. Will address any potential loses or increased match requirements in STIF, 5311, 5310, FLAP, Local Funds or STF funding used to preserve existing service during the next biennium or to provide additional support for un-anticipated increases in operations/project costs.

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Program Reserve/Contingency 11.73.00

Program Reserve Task

Category

Task Category Amount

\$14,554.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

EXHIBIT C-TRI-MET STIF AGREEMENT

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$7,000.00	\$7,554.00	\$0.00	\$0.00	\$14,554.00
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$100,000.00
Prior Biennia Interest Accrued	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$20,000.00
	\$67,000.00	\$67,554.00	\$0.00	\$0.00	\$134,554.00

By checking this box, I confirm that this project task is only funded by STIF.
Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
No

4.1.3 Outcome Measures

Task 3

Task Description

Yearly required audit by TriMet

Is this task supporting services for older adults and people with disabilities?

Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Project Administration 11.79.00

Project Administration Task Category

EXHIBIT C-TRI-MET STIF AGREEMENT

Task Category Amount
\$20,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$20,000.00
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$20,000.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

Yes

4.1.3 Outcome Measures

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.
8. Services for older adults and people with disabilities.

FY 2026 STIF Total
\$252,000.00

FY 2027 STIF Total
\$252,554.00

Fund Allocation (Must not exceed 100% per criterion per fiscal year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
Criterion 1	0%	0% 0%	0%	0%
Criterion 2	0%	0% 0%	0%	0%
Criterion 3	0%	0% 0%	0%	0%
Criterion 4	0%	0% 0%	0%	0%
Criterion 5	0%	0% 0%	0%	0%

EXHIBIT C-TRI-MET STIF AGREEMENT

Criterion 6	100%	100%	0%	0%
Criterion 7	0%	0%	0%	0%
Criterion 8	0%	0%	0%	0%
	100.00%	100.00%	0.00%	0.00%

4.3 Oregon Public Transportation Plan Goals

Select the OPTP goals that apply to your STIF Plan Projects.

Goal 3: Community Livability and Economic Vitality

Goal 9: Funding and Strategic Investment

4.4 Project Summary

Project Name

Administration and Program Reserve

Subrecipient Project Total

\$504,554.00

FY 2026 STIF Project Total	FY 2027 STIF Project Total	FY 2028 STIF Project Total	FY 2029 STIF Project Total
\$252,000.00	\$252,554.00	\$0.00	\$0.00

Funds Supporting Student Transportation

FY 2026 STIF Funds supporting student transportation	FY 2027 STIF Funds supporting student transportation	FY 2028 STIF Funds supporting student transportation	FY 2029 STIF Funds supporting student transportation
\$0.00	\$0.00	\$0.00	\$0.00
FY 2026 percent of STIF Funds supporting student transportation	FY 2027 percent of STIF Funds supporting student transportation	FY 2028 percent of STIF Funds supporting student transportation	FY 2029 percent of STIF Funds supporting student transportation
0%	0%		

Funds Supporting Older and Disabled Persons Transportation

FY 2026 STIF Funds supporting older and disabled persons transportation	FY 2027 STIF Funds supporting older and disabled persons transportation	FY 2028 STIF Funds supporting older and disabled persons transportation	FY 2029 STIF Funds supporting older and disabled persons transportation
\$0.00	\$0.00	\$0.00	\$0.00
FY 2026 percent of STIF	FY 2027 percent of	FY 2028 percent of	FY 2029 percent of STIF

EXHIBIT C-TRI-MET STIF AGREEMENT

Funds supporting older and disabled persons transportation
0%

STIF Funds supporting older and disabled persons transportation
0%

STIF Funds supporting older and disabled persons transportation

Funds supporting older and disabled persons transportation

Funds from Previous Biennia

FY 2026 STIF Funds From Previous Cycle
\$110,000.00

FY 2027 STIF Funds From Previous Cycle
\$110,000.00

FY 2028 STIF Funds From Previous Cycle
\$0.00

FY 2029 STIF Funds From Previous Cycle
\$0.00

Project 5

Subrecipient or Qualified Entity Name

Clackamas County

Project Name

Regional Coordination Projects

Project Description

Continued operations of ClackCo shuttles - Oregon City, Clackamas Industrial, CCC Xpress, and Estacada Routes.

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?

No

Percent of project budget in district

80%

Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service

100%

Maintain Service

0%

Local Plan this project is derived from:

Clackamas County Transit Development Plan

Local Plan Page Number

Multi-Phase Project

Is your project part of a larger multi-phase project?

No

4.1.1 Project Scope

EXHIBIT C-TRI-MET STIF AGREEMENT

Task 1

Task Description

Shuttle Operations: Continued funding for all shuttle services in Clackamas County, including Clackamas Community College Xpress, Oregon City, Estacada, and Clackamas Industrial Last Mile Shuttles. Service was initially implemented or studied in the FY19/21 STIF funding cycle and service will be continued or modified in the 26-27 STIF funding cycle

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.

Deviated Fixed Route

Operations Task Category

Task Category Amount

\$2,033,513.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$1,016,757.00	\$1,016,756.00	\$0.00	\$0.00	\$2,033,513.00

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Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$1,016,757.00	\$1,016,756.00	\$0.00	\$0.00	\$2,033,513.00

By checking this box, I confirm that this project task is only funded by STIF.
Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
Yes

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
200,000	12,000.00	38,000

Number of people with access to transit (within ½ mile of transit stop for fixed route)
44,300

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)
4,873

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
15

Is this project supporting student transportation?
Yes

Choose at least one

Operations
Number of rides provided to students in grades 9-12

Number of rides provided to students in grades 9-12
3,500

Task 2

Task Description

Shuttle Administration: Approved category to cover the costs of administering the Regional Coordination STIF program, including project planning, implementation, and audit.

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Project Administration 11.79.00

Project Administration Task Category

Task Category Amount

\$250,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$125,000.00	\$125,000.00	\$0.00	\$0.00	\$250,000.00
Federal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Local	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$125,000.00	\$125,000.00	\$0.00	\$0.00	\$250,000.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Task 3

Task Description

Program Reserve: Approved category under STIF Rules. Program reserve will be used to support Last Mile Shuttle operations, capital purchases, technology implementation, maintenance, and any other associated costs.

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Program Reserve/Contingency 11.73.00

Program Reserve Task Category

Task Category Amount

\$175,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF

EXHIBIT C-TRI-MET STIF AGREEMENT

funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
STIF Payroll Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Federal	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Other State	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Local	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Other Funds	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00
Prior Biennia STIF Funds	\$150,000.00	\$0.00 \$0.00	\$0.00	\$0.00	\$150,000.00
Prior Biennia Interest Accrued	\$25,000.00	\$0.00 \$0.00	\$0.00	\$0.00	\$25,000.00
	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00

By checking this box, I confirm that this project task is only funded by STIF.
 Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
 No

4.1.3 Outcome Measures

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-](#)

EXHIBIT C-TRI-MET STIF AGREEMENT

[0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
4. Procurement of low or no emission buses for use in areas with 200,000 or more.
5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
7. Implementation of programs to provide student transit service for students in grades 9-12.
8. Services for older adults and people with disabilities.

FY 2026 STIF Total **FY 2027 STIF Total**
 \$1,316,757.00 \$1,141,756.00

Fund Allocation (Must not exceed 100% per criterion per fiscal year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
Criterion 1	0%	0% 0%	0%	
Criterion 2	0%	0% 0%	0%	
Criterion 3	50%	50% 0%	0%	
Criterion 4	0%	0% 0%	0%	
Criterion 5	20%	20% 0%	0%	
Criterion 6	20%	20% 0%	0%	
Criterion 7	10%	10% 0%	0%	
Criterion 8	0%	0% 0%	0%	
	100.00%	100.00%	0.00%	0.00%

4.3 Oregon Public Transportation Plan Goals

Select the OPTP goals that apply to your STIF Plan Projects.

- Goal 1 Mobility: Public Transportation User Experience
- Goal 2: Accessibility and Connectivity
- Goal 3: Community Livability and Economic Vitality
- Goal 4: Equity
- Goal 10: Communication, Collaboration, and Coordination

4.4 Project Summary

Project Name

Regional Coordination Projects

Subrecipient Project Total

\$2,458,513.00

FY 2026 STIF Project Total	FY 2027 STIF Project Total	FY 2028 STIF Project Total	FY 2029 STIF Project Total
\$1,316,757.00	\$1,141,756.00	\$0.00	\$0.00

Funds Supporting Student Transportation

FY 2026 STIF Funds supporting student transportation	FY 2027 STIF Funds supporting student transportation	FY 2028 STIF Funds supporting student transportation	FY 2029 STIF Funds supporting student transportation
\$131,675.70	\$114,175.60	\$0.00	\$0.00
FY 2026 percent of STIF Funds supporting student transportation	FY 2027 percent of STIF Funds supporting student transportation	FY 2028 percent of STIF Funds supporting student transportation	FY 2029 percent of STIF Funds supporting student transportation
10%	10%		

Funds Supporting Older and Disabled Persons Transportation

FY 2026 STIF Funds supporting older and disabled persons transportation	FY 2027 STIF Funds supporting older and disabled persons transportation	FY 2028 STIF Funds supporting older and disabled persons transportation	FY 2029 STIF Funds supporting older and disabled persons transportation
\$0.00	\$0.00	\$0.00	\$0.00
FY 2026 percent of STIF Funds supporting older and disabled persons transportation	FY 2027 percent of STIF Funds supporting older and disabled persons transportation	FY 2028 percent of STIF Funds supporting older and disabled persons transportation	FY 2029 percent of STIF Funds supporting older and disabled persons transportation
0%	0%		

EXHIBIT C-TRI-MET STIF AGREEMENT

Funds from Previous Biennia

FY 2026 STIF Funds From Previous Cycle	FY 2027 STIF Funds From Previous Cycle	FY 2028 STIF Funds From Previous Cycle	FY 2029 STIF Funds From Previous Cycle
\$175,000.00	\$0.00	\$0.00	\$0.00

5. All Projects Totals

Subrecipient Projects Grand Total	Planned Carried Forward	Amount in District	Amount out of District
\$6,095,811.00	\$0.00	\$3,120,054.00	\$2,975,757.00

Subrecipient Projects Total
\$5,254,811.00

FY 2026 Total Prior Biennia Funds	FY 2027 Total Prior Biennia Funds	FY 2028 Total Prior Biennia Funds	FY 2029 Total Prior Biennia Funds
\$510,500.00	\$330,500.00	\$0.00	\$0.00

FY 2026 Total STIF Funds	FY 2027 Total STIF Funds	FY 2028 Total STIF Funds	FY 2029 Total STIF Funds
\$3,137,628.50	\$2,958,182.50	\$0.00	\$0.00

FY 2026 Student STIF Funds	FY 2027 Student STIF Funds	FY 2028 Student STIF Funds	FY 2029 Student STIF Funds
\$160,155.45	\$142,405.40	\$0.00	\$0.00

FY 2026 Percent of STIF Funds supporting student transportation	FY 2027 Percent of STIF Funds supporting student transportation	FY 2028 Percent of STIF Funds supporting student transportation	FY 2029 Percent of STIF Funds supporting student transportation
5.10%	4.81%		

Please explain why your allocation of STIF Funds to support student transportation is less than 1 %.

Multiple capital and planning project support student transportation, but cannot be identified because they are not Operations projects. So actual student transportation is much higher than 1.5%.

FY 2026 Older and Disabled Persons STIF Funds	FY 2027 Older and Disabled Persons STIF Funds	FY 2028 Older and Disabled Persons STIF Funds	FY 2029 Older and Disabled Persons STIF Funds
\$903,569.80	\$902,819.95	\$0.00	\$0.00

EXHIBIT C-TRI-MET STIF AGREEMENT

FY 2026 Percent of STIF Funds supporting older and disabled persons transportation
28.80%

FY 2027 Percent of STIF Funds supporting older and disabled persons transportation
30.52%

FY 2028 Percent of STIF Funds supporting older and disabled persons transportation

FY 2029 Percent of STIF Funds supporting older and disabled persons transportation

By signing below, I certify that I am authorized to submit this Subrecipient Project Application to Tri County Metropolitan Transportation District of Oregon on behalf of Clackamas County.

Yes

Name of authorized representative
Teresa Christopherson

Title of authorized representative
Administrative Services Manager

Signature

Signature Date
11/12/2024

Teresa Christopherson

**EXHIBIT D
CONTRACTOR'S PROPOSAL**

Clackamas County

REQUEST FOR PROPOSALS # 2026-01 | Last-Mile Shuttle Services



Prepared by:

MTRWESTERN, LLC.

Bobby Lauterjung

(949)-306-3261

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Prepared for:

Clackamas County

Stephanie Ebner

sebner@clackamas.us

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16 MTRWestern Profile and Org. Chart

MTRWestern, LLC. | Bobby Lauterjung
(949)-306-3261 | bobby@mtrwestern.com

Introduction

➔ Abstract and Capability Statement

MTRWestern is pleased to submit this proposal to continue operating Clackamas County's Last Mile Shuttle Services. As the incumbent contractor, MTRWestern has successfully managed daily operations for the Oregon City, Clackamas Industrial, CCC Xpress, and Estacada routes since the previous RFP cycle. Our team understands the County's operational standards, reporting requirements, and service expectations, and has consistently delivered reliable, compliant performance.

Our proposal builds upon an established operational framework already in place, including trained staff, active dispatch oversight, preventative maintenance systems, and structured reporting processes. By selecting MTRWestern, the County retains a proven partner with direct knowledge of its routes, fleet, and rider community – ensuring seamless continuity and dependable service through the next contract term.

Capability Statement

MTRWestern is an experienced regional transportation provider and the current operator of Clackamas County's four Last Mile Shuttle routes. We deliver service in full compliance with County, State, and Federal requirements.

Core Capabilities

- Incumbent operator with demonstrated performance history
- Deviated fixed-route expertise, including rural and transfer-based routes
- Established local operations management and dispatch structure
- 95%+ on-time performance monitoring and reporting
- FTA, FMCSA, ODOT, and ADA compliance

Fleet & Safety Management

- Direct familiarity with County-owned lift-equipped fleet
- Structured preventative maintenance and inspection protocols
- FTA-compliant drug and alcohol program
- Formal accident reporting and corrective action procedures

Customer & Community Focus

- 24-hour complaint response protocol
- ADA-compliant deviation scheduling
- Trained drivers experienced in serving older adults, students, and rural riders

As the incumbent operator, MTRWestern offers immediate continuity, institutional knowledge, and operational stability. Our established systems, experienced staff, and strong partnership with County personnel position us to continue delivering safe, reliable, and efficient Last Mile Shuttle services without disruption.

MTRWestern operates under U.S. DOT Operating Authority US DOT- 2102959 and DUNS number is 079817713.

Proposal Questions

→ 5.2 MTRWestern Responses

A. Organizational Experience & Capacity

- **Response:**
 - MTRWestern has more than a decade of experience operating regional and intercity shuttle services throughout Oregon and Washington. In 2012, MTR assumed management of a long-standing intercity transit partnership with the Oregon Department of Transportation (ODOT), becoming part of the Amtrak Cascades network connecting 18 cities across the Pacific Northwest. This marked a significant expansion into public-sector transit operations.
 - Today, MTR manages fixed-route, intercity, first/last-mile, ADA paratransit, Medicaid, demand-response, commuter, and outsourced municipal transit services.
- Key current/past contracts include:
 - Clackamas County - Last-Mile shuttle services as outlined in this RFP.
 - Columbia Gorge Express (ODOT) – Intercity service between Portland, Multnomah Falls, and Hood River, with full operational and maintenance oversight.
 - Explore Washington Park (in collaboration with ODOT) – Year-round fixed-route shuttle service within Washington Park.
 - Columbia County Rider (OR) – Fixed-route, flex-route, ADA, and Dial-A-Ride services with full reporting, maintenance, and operations management.
 - Corvallis Transit System (OR) – 40,000+ annual revenue hours and 500,000+ revenue miles, with measurable improvements in reliability, retention, and on-time performance since takeover.
 - Through partnerships with ODOT and WSDOT in coordination with state and regional agencies, MTRWestern has demonstrated proven capability in managing public transit systems across the Pacific Northwest.

Proposal Questions

→ 5.2 MTRWestern Responses

A. Organizational Experience & Capacity

- **Response:**
 - Staffing & Management Structure
 - MTRWestern's experience operating similar services enables us to clearly define roles, responsibilities, and accountability. Our leadership team will provide oversight, support, and management for all personnel assigned to Clackamas County and will remain available whenever needed.
 - Station Manager – Ray Moore
 - Ray Moore will serve as the primary point of contact for Clackamas County and will be on call during all operating hours. He is responsible for ensuring full compliance with the Scope of Work, maintaining transparent communication, and meeting or exceeding service expectations. Ray Moore oversees dispatch, fleet maintenance coordination, drivers, and support staff.
 - Key responsibilities include:
 - HR and Safety coordination for driver hiring and training
 - Route adherence monitoring (ride-alongs, spot checks, stop monitoring)
 - Oversight of on-time performance and system reliability (Samsara monitoring)
 - Field supervision and driver discipline
 - Approval of driver hours and scheduling
 - Emergency response and service failure reporting
 - Oversight of accidents, incident reports, and corrective actions
 - Customer relations and dispute resolution
 - Billing/invoicing and required performance reporting
 - Data analysis, ridership reporting, and maintenance log review
 - Dispatch Team
 - Dispatch duties will be covered by three trained dispatchers (two primary, one backup). Each will be fully trained in County services to support route deviations, referrals, and rider assistance.
 - Dispatcher responsibilities include:
 - Daily driver and vehicle assignments
 - Driver check-in and schedule confirmation
 - Real-time service monitoring via Samsara
 - Customer calls and email response
 - Incident report documentation
 - Coordination with maintenance for mechanical issues
 - Field supervision and driver support

Proposal Questions

→ 5.2 MTRWestern Responses

A. Organizational Experience & Capacity

- **Response Continued:**

- Maintenance Manager

- The Maintenance Manager will oversee all vehicle maintenance in coordination with the VP of Maintenance, Safety, and Station Manager. Compliance with FTA/FMCSA, state, local, and MTR standards will be strictly maintained. Preventative maintenance is tracked through RTA/Samsara software.
- Responsibilities include:
 - Preventative maintenance scheduling and compliance
 - Fleet and facility inspections
 - Parts, warranties, and onboard equipment maintenance
 - Technician training and certifications
 - Third-party audit support

- Drivers

- Drivers assigned to Clackamas County will be dedicated to ensure service consistency. For the Oregon City & Clackamas Industrial routes, five drivers will be assigned (three primary, two backup). For Clackamas Community College service, three to four dedicated drivers plus two backups will be deployed.
- MTRWestern maintains a large driver pool to support special events, service expansions, or emergency coverage as needed.

- Wages & Benefits

- MTR prioritizes competitive wages and long-term driver retention. Drivers are scheduled to qualify for full benefits, including medical, dental, and vision coverage. A detailed benefits package is available upon request.

Proposal Questions

→ 5.2 MTRWestern Responses

B. Operations and Service Delivery

- **Response:**
 - MTRWestern has successfully operated Clackamas County's Last Mile Shuttle services since being awarded the contract in the previous RFP cycle. We currently deliver daily operations for the Oregon City, Clackamas Industrial, CCC Xpress, and Estacada routes in full compliance with County, State, and Federal requirements. Our familiarity with the routes, fleet, rider base, and reporting standards ensures continuity and a seamless transition into the next contract term.
 - Daily Operations & Coordination
 - MTRWestern provides dedicated operations management, dispatch, and field supervision during all service hours. An on-call Operations Manager oversees service delivery, staffing, performance monitoring, incident response, compliance, and invoicing. Dispatch support is maintained throughout operating hours, with ADA-compliant after-hours systems for deviation requests and rider information.
 - Our operational model includes:
 - Consistent, route-based driver assignments
 - Real-time GPS/AVL monitoring
 - Active supervision of key timepoints and transfer locations
 - Structured communication between drivers, dispatch, and County staff
 - We closely monitor transfer points to ensure smooth regional connections and prevent early departures or missed trips.
 - On-Time Performance & Scheduling
 - Maintaining at least 95% on-time performance (±5 minutes) remains a core benchmark. We achieve this through:
 - Live GPS tracking and timepoint monitoring (Samsara AVL)
 - Daily performance review reports
 - Supervisory spot-checks and ride-alongs
 - Ongoing schedule refinement using historical run-time data
 - This data-driven approach allows us to adjust schedules proactively, particularly at high-volume stops and critical transfer points.
 - Service Continuity
 - To ensure uninterrupted service during driver shortages, weather events, or vehicle issues, MTRWestern maintains:
 - Cross-trained backup drivers and access to a regional driver pool
 - Real-time weather and detour coordination
 - Rapid vehicle change-out procedures
 - Proactive maintenance scheduling to minimize breakdowns
 - As the incumbent operator, our team, systems, and processes are already aligned with Clackamas County's expectations. Our proven performance and established operational framework ensure reliable, responsive, and high-quality Last Mile Shuttle service throughout the next contract term.

Proposal Questions

→ 5.2 MTRWestern Responses

C. Vehicles, Maintenance, and Safety

MTRWestern currently maintains and operates Clackamas County's fleet of lift-equipped cutaway vehicles in full compliance with FTA, FMCSA, ODOT, and County standards. As the incumbent contractor, we are fully familiar with the County-owned fleet, reporting requirements, preventative maintenance schedules, and inspection protocols. Our maintenance and safety programs are structured to ensure all vehicles remain in a State of Good Repair while minimizing service disruption.

Preventative Maintenance Program

- MTRWestern utilizes a structured, mileage- and time-based preventative maintenance (PM) program supported by fleet management software and GPS/AVL integration. All manufacturer-recommended service intervals are tracked and documented.

Our program includes:

- Scheduled inspections and servicing per manufacturer guidelines
- Daily pre- and post-trip inspections using County-approved forms
- Monthly maintenance logs submitted to the County
- Active warranty tracking and claims management
- Routine servicing of safety equipment (fire extinguishers, emergency kits)
- Vehicles are not placed into service unless all safety standards and onboard technology systems are fully operational. Any mechanical concerns are reported immediately to the County.

Roadside Assistance & Rural Coverage

- For rural and extended routes such as Estacada, MTRWestern maintains rapid-response protocols to address breakdowns or service interruptions. Dispatch coordinates immediate support, including vehicle change-outs and driver reassignment when necessary. Backup vehicles are positioned to minimize downtime and protect service reliability.
- Drivers are trained to follow structured roadside safety procedures, including securing the vehicle, protecting passengers, and maintaining communication with dispatch and emergency services if required.

Safety Program & Incident Management

Safety is central to our operations. Our program includes:

- Defensive driving and emergency preparedness training
- ADA securement and passenger assistance training
- FTA-compliant drug and alcohol testing (49 CFR Part 40 & 655)
- Ongoing driver performance monitoring through drive-cam systems
- Formal accident and incident reporting within 24 hours
- All incidents are documented, investigated, and reviewed for corrective action. We notify the County immediately of any collision or safety-related event and provide complete reporting documentation.

Proposal Questions

→ 5.2 MTRWestern Responses

D. Technology & Data Reporting

As the current operator, MTRWestern already utilizes integrated technology systems that align with Clackamas County's reporting and operational requirements. Our technology platform supports real-time service oversight, accurate data collection, and timely reporting in compliance with County, State, and Federal standards.

Scheduling, Dispatch & GPS/AVL

MTRWestern uses GPS/AVL systems (Samsara) to monitor vehicle location, schedule adherence, and driver performance in real time. Dispatch staff actively oversee all routes during service hours, tracking timepoints and deviations to maintain on-time performance and prevent missed runs.

Our system supports:

- Live vehicle tracking and timepoint monitoring
- Driver communication and rapid incident response
- Drive-cam safety monitoring
- Automated reporting of route performance metrics
- Scheduling tools allow us to analyze historical runtime data, deviation patterns, and dwell times to refine schedules and improve reliability, particularly at key transfer locations.

Data Collection & Reporting

- We collect and maintain all required operational data, including:
 - Daily ridership counts (including elderly and ADA riders)
 - On-time performance metrics
 - Dispatch and deviation logs
 - Maintenance records and inspection documentation
 - Incident and complaint tracking

Reports are submitted to the County accurately and on time, consistent with grant and FTA requirements. Our systems ensure records retention standards are met, and documentation is readily available for audit or review.

Because MTRWestern currently operates these services, our reporting processes are already established and compliant with County procedures. Our technology-driven approach ensures transparency, accountability, and data integrity throughout the contract term.

Proposal Questions

→ 5.2 MTRWestern Responses

E. Community Service and Community Sensitivity

MTRWestern understands that Last Mile Shuttle services are often a critical mobility link for older adults, students, workers, and individuals with disabilities. As the incumbent operator, we have established customer service procedures that align with Clackamas County's expectations and emphasize professionalism, responsiveness, and respect.

Customer Service Procedures

Dispatch staff answer calls promptly during service hours, providing route information, deviation scheduling, and referral assistance. After-hours systems allow riders to leave messages consistent with ADA requirements. All managers, supervisors, and dispatchers are trained in Clackamas County service parameters to ensure accurate and consistent information is provided.

Our customer service protocol includes:

- Logging all complaints, compliments, and service inquiries
- Responding to complaints within 24 hours
- Investigating issues and implementing corrective action when needed
- Sharing complaint and resolution summaries with the County
- Maintaining a documented lost-and-found process
- Lost items are logged, securely stored, and returned promptly when possible.

Community Sensitivity & Accessibility

Drivers and dispatchers receive training in ADA compliance, wheelchair securement, passenger sensitivity, de-escalation techniques, and serving diverse and rural populations. We emphasize respectful communication, patience, and assistance for riders who may require additional support.

We also ensure:

- Compliance with ADA and civil rights requirements
- Clear communication during delays or service disruptions
- Coordination with County staff on outreach or service updates

Because MTRWestern has operated this program successfully since the previous RFP cycle, we have developed strong familiarity with the rider community and local service expectations. Our customer-focused approach ensures riders experience safe, courteous, and dependable transportation every day.

Proposal Questions

→ 5.2 MTRWestern Responses

F. Coordination and Communication

Effective, real-time communication is critical to maintaining reliable Last Mile Shuttle service. As the incumbent operator, MTRWestern has established clear and responsive communication protocols with Clackamas County staff, regional partners, and field personnel to ensure service continuity and rapid issue resolution.

Real-Time Operational Communication

- During all service hours, dispatch actively monitors routes through GPS/AVL systems and maintains direct communication with drivers via two-way communication devices. Any delays, detours, mechanical issues, or missed connections are immediately communicated to the Operations Manager and County staff as required.

Our protocol includes:

- Immediate notification to the County of significant delays, collisions, or service disruptions.
- Proactive communication when missed-run thresholds are approached.
- Coordination at key transfer points to protect regional connections.
- Documentation of incidents and follow-up reporting.
- Drivers are trained to report schedule deviations, unsafe conditions, or passenger incidents to dispatch without delay. Dispatch then coordinates corrective action and ensures all required notifications are completed.

Regional & Interagency Coordination

- MTRWestern works closely with County staff and regional transit partners to maintain seamless transfers and minimize rider disruption. In the event of weather impacts, roadway closures, or community events, we coordinate detours and service adjustments in collaboration with the County.
- As the current contractor, our communication channels and reporting processes are already established and functioning effectively. This ensures timely information sharing, operational transparency, and strong partnership with Clackamas County throughout the contract term.

Proposal Questions

→ 5.2 MTRWestern Responses

G. Cost Proposal

MTRWestern's cost proposal reflects a fully inclusive revenue hour rate that covers all operational expenses required to deliver reliable and compliant Last Mile Shuttle services. Our rate includes drivers, dispatch, supervision, administration, management oversight, insurance, training, reporting, and required technology systems. Consistent with the RFP, fuel and preventative maintenance are excluded as they are provided or reimbursed by the County.

Because MTRWestern currently operates this contract, our pricing is grounded in real operating data, historical performance trends, and demonstrated cost control. We understand the service patterns, seasonal ridership fluctuations, and rural route dynamics, allowing us to price accurately and responsibly.

To manage costs on long, low-volume routes, we focus on:

- Efficient driver scheduling and cross-training
- Tight dispatch oversight to reduce missed runs and overtime
- Proactive maintenance to prevent costly breakdowns
- Continuous schedule evaluation to align service levels with demand

MTR's proposal provides a competitive, sustainable, and transparent cost structure that ensures service reliability while protecting County resources over the full contract term.

Fees

④ 5.3 Not To Exceed Amount

Response:

See attached Cost Proposal Document.

References

→ 5.5 Proposal Certification

5.5. Completed Proposal Certification (see the below form)

PROPOSAL CERTIFICATION
RFP #2026-01-Last Mile Shuttle Services

Submitted by: MTRWestern, LLC.
(Must be entity's full legal name, and State of Formation)

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST: The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFP.

Name: Bobby Lauterjung Date: 3/2/2026
 Signature: _____ Title: National Contracts
 Email: bobby@mtrwestern.com Telephone: (949)-306-3261
 Oregon Business Registry Number: _____ OR CCB # (if applicable): _____

Business Designation (check one):
 Corporation Partnership Sole Proprietorship Non-Profit Limited Liability Company

Resident Quoter, as defined in ORS 279A.120
 Non-Resident Quoter. Resident State: _____

Clackamas County

REQUEST FOR PROPOSALS # 2026-01 | Last-Mile Shuttle Services



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