



**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

Kia Selley, RLA, Director
North Clackamas Parks and Recreation District
3811 SE Concord Road
Milwaukie, OR 97267

March 05, 2026

BCC Agenda Date/Item: _____

Board of County Commissioners
Acting as North Clackamas Parks and Recreation District Board of Directors

Approval of a Services Agreement with Ride Connection for reimbursement of Milwaukie Community Center transportation program bus maintenance costs. Agreement Value is \$7,000 for 1 year. Funding is through the Oregon Department of Transportation. No County General Funds are involved.

Previous Board Action/Review	October 29, 2024 – Approved as Services Agreement No. 19030 with Ride Connection Inc.		
Performance Clackamas	1. This funding aligns with the strategic priority of ensuring safe, healthy, and secure communities by addressing the older adult transportation needs in the community.		
Counsel Review	December 2025, JM	Procurement Review	No
Contact Person	Marty Hanley	Contact Phone	503-794-8058

EXECUTIVE SUMMARY: North Clackamas Parks and Recreation District (NCPRD) requests approval of Services Agreement No. 19097 with Ride Connection Inc. to provide reimbursement of bus maintenance costs incurred between July 1 and December 31, 2025 and estimated at \$7,000. NCPRD previously utilized three buses owned by Ride Connection to operate a transportation program at the Milwaukie Community Center. Due to current fiscal year budget reductions, NCPRD funding and operation of the program ended December 31, 2025.

Effective January 1, 2026, Impact NW began a transportation pilot program for service to and from the Milwaukie Community Center up to three days each week. The program will continue beyond June 30, 2026 if grant funding is available.

RECOMMENDATION: Staff recommends the Board approve Services Agreement No.19097 with Ride Connection Inc.

ATTACHMENTS: Services Agreement No.19097 with Ride connection Inc.

Respectfully submitted,

Kia Selley, RLA, Director
North Clackamas Parks and Recreation District

For Filing Use Only

SERVICES AGREEMENT No. 19097
BETWEEN
Ride Connection Inc.
and
North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center ("Contractor")

RECITALS:

1. Ride Connection and Subcontractor enter into this Agreement (the "Agreement") for the purpose of procuring Subcontractor's services, for which payment in part shall be from Federal Transit Administration, Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310) 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Contractor during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Contractor, other than the initial scope of Services attached in Exhibit A.
 - 1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Contractor shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA Circular 9070.1H.
 - 2) Contractor agrees to comply with all Contractor monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but not limited to the Ride Connection Operation Manual for Transportation Managers (located at <https://rideconnection.org/about-us/policies-reports/>).
- B. Scope of Services and Changes - Contractor will perform the preventative maintenance program described in Exhibit A. Contractor is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Requirements, attached as Exhibit B. Contractor agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Contractor must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Contractor's independent obligation to follow all applicable laws as required by this section.

C. Schedule - Contractor and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.

D. Audit Right - Contractor agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Contractor's financial records, management and program systems and any associated records associated with this Agreement. Contractor shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.

1) In the event that any audit or review of Contractor's records reveals a variance of five percent (5%) or more in cost overruns or charges in excess of any agreed upon price, then Ride Connection's costs of audit or review shall be reimbursed immediately by Contractor.

E. Subcontracts and Procurements –

1) Contractor shall review and adhere to the Best Practices Procurement & Lessons Learned Manual, a technical assistance manual prepared by the FTA, available on their website: www.transit.dot.gov.

2) Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A.

i. All subagreements must be in writing executed by Contractor and must incorporate and pass through all of the applicable requirements and Exhibits of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Contractor of its responsibilities under this Agreement.

ii. Contractor agrees to provide Ride Connection with a copy of any signed subagreement upon request by Ride Connection. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Contractor to Ride Connection within ten (10) days of its being discovered.

3) Contractor shall not be relieved of any responsibility for performance of Contractor's duties under this Agreement, regardless of any subcontract entered into. Contractor agrees that any subcontractor performing services under this Agreement shall comply with the applicable requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier.

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

- 4) Any delay or defect in the performance of any part of a subcontractor's Services shall not relieve Contractor of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7.
 - 5) Subagreement insurance - Contractor shall require the other party, or parties, to each of its subagreements to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this agreement. Any insurance obtained by the other party to Contractor's subagreements, if any, shall not relieve Contractor of the requirements of Exhibit C to this Agreement. The other party to any subagreement with Contractor, if the other party employs subject workers as defined in ORS 656.027, must obtain Workers Compensation Coverage as described in Exhibit C.
- F. ODOT Not A Party - Contractor and Ride Connection acknowledge and agree that notwithstanding any concurrence by ODOT in or approval of the solicitation or award of this Agreement, absent the express written consent by ODOT, ODOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Contractor, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Contractor shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, ODOT or Ride Connection may require. Contractor shall permit Ride Connection, ODOT or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Contractor shall provide Ride Connection access to and shall provide a copy of records maintained by Contractor under this Agreement.
- B. Annual Self-Audit - Contractor shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Contractor expends Federal funds in excess of \$1,000,000 from all sources in its fiscal year, Contractor is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions.

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

- 1) Contractor shall, at Contractor's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Contractor responsible for the financial management of funds received under this Agreement.
 - 2) Contractor shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Contractor or any subcontractor of Contractor receiving funds as a result of this Agreement.
- C. Audit Passthrough to Subcontractors - Contractor further agrees to include in any third party contract under this Agreement a provision to the effect that the subcontractor must retain and grant Ride Connection, ODOT, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.
- 1) The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (a) disputes between Ride Connection and Contractor, (b) litigation or settlement of claims arising out of the performance of this contract, or (c) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of their duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Contractor agrees to include in any third-party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Contractor agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

- A. Monthly reports shall be due on the **5th** day after the end of the preceding month.
- B. Reports may include any of the following types of information required by FTA Circular 5010.1F, Chapter 3, Section (6) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Contractor.

4. Compensation

- A. The total Project Cost is estimated at **\$7,807.70**. In accordance with the terms and conditions of this agreement, Ride Connection shall provide Contractor an amount not to exceed **\$7,005.85** in Grant Funds for eligible preventative maintenance costs. Contractor shall provide matching funds for all Project Costs as described in Exhibit A.
- B. Ride Connection shall pay Contractor for full, complete, and satisfactory performance of

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

the Services, upon Ride Connection's receipt of payment from ODOT for Contractor's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. The Grant Funds shall be solely used for the Project described in Exhibit A and shall not be used for any other purpose. No other costs, rates, or fees shall be payable to the Contractor. Except as set forth in this Agreement, Contractor shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.

- C. Payment Terms - Contractor shall submit to Ride Connection all vehicle maintenance invoices and any other documentation requested by Ride Connection. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Contractor shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Contractor, and its lower-tier subcontractors and suppliers of any tier, for any portion of Contractor's Services.
- D. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Contractor if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Contractor's performance. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT or otherwise incur costs from ODOT withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement. Contractor's indemnification obligations hereunder are subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act.

5. Independent Contractor

Contractor is an independent contractor for all purposes under this Agreement, and 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 workers compensation, unemployment taxes and state and federal income tax withholdings. Contractor shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Contractor, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Contractor, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Contractor acknowledges that it and its employees and agents may, in the course of performing

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

their responsibilities under this Agreement, be exposed to or acquire information that is confidential to Ride Connection or other agencies. Any and all information that Ride Connection, or other agencies provide to Contractor or its employees or agents in the performance of this Agreement, regardless of whether they are designated in writing as “confidential” shall be deemed to be confidential information (“Confidential Information”).

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity’s prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Contractor shall advise Ride Connection immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Contractor shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

Notwithstanding anything to the contrary, Contractor’s obligations under this agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes (“ORS”) Chapter 192 et. seq., and any other applicable state or federal law. While Contractor will make good faith efforts to perform under this agreement, Contractor’s disclosure of Confidential Information, in whole or in part, will not be a breach of the agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Contractor is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Contractor shall notify Ride Connection within a reasonable period of time of the request. Ride Connection is exclusively responsible for defending its position concerning the confidentiality of the requested information. Contractor is not required to assist Ride Connection in opposing disclosure of Confidential Information, nor is Contractor required to provide a legal opinion as to whether the Confidential Information is protected under ORS Chapter 192, et. seq., or other applicable state or federal law.

7. Indemnification

- A. Indemnified Conditions - To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Contractor shall fully indemnify, defend, save, and hold harmless the State of Oregon, ODOT, Ride Connection and their directors, officers, employees, and agents (the “Indemnitees”) from and against any and all claims, actions, liabilities, damages, losses, and expenses of any nature whatsoever arising out of, or relating to the intentional misconduct, or reckless or negligent acts, or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.
- B. Indemnity by Contractor’s Subcontractors - Contractor agrees to include in any third party contract under this Agreement a provision to the effect that the subcontractor(s) shall fully indemnify, defend, save, and hold harmless the State of Oregon, ODOT, Ride Connection and their directors, officers, employees, and agents (the “Indemnitees”) from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorney’s

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

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

Any such indemnification shall also provide that Contractor's subcontractor(s), nor any attorney engaged by Contractor's subcontractor(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, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending State or that Contractor's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or it is in the best interests of the State to do so. State reserves all rights to pursue claims it may have against Contractor's subcontractor if State assumes to elect its own defense.

Any such indemnification shall also provide that Contractor's subcontractor(s), nor any attorney engaged by Contractor's subcontractor(s), shall defend any claim in the name of Ride Connection, nor purport to act as legal representative of Ride Connection, without the prior written consent from Ride Connection. Ride Connection, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending Ride Connection or that Contractor's subcontractor is not adequately defending Ride Connection's interests, or that it is in the best interests of Ride Connection to do so. Ride Connection reserves all rights to pursue claims it may have against Contractor's subcontractor if Ride Connection assumes to elect its own defense.

- C. Indemnitee Consent - Contractor shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, ODOT, Ride Connection, without the prior written consent of the Oregon Attorney General, or Ride Connection.
- D. Limitation on Indemnification - Contractor's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Contractor pursuant to this Agreement shall operate to amend the Contractor's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Contractor regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

8. Insurance

- A. While this Agreement is in effect, Contractor agrees that it shall maintain in effect the insurance coverage set forth in Exhibit C to this Agreement, as well as to require any subcontractors it uses to agree to comply with the aforementioned insurance requirements.

Prior to commencement of work under this Agreement, Contractor shall furnish to Ride Connection a certificate(s) of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to require such insurance from its subcontractors.

- B. **Workers Compensation** - All employers, including Contractor, 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 of coverage limits of not less than \$500,000 must be included.

Contractor shall ensure that each of its subcontractors complies with these requirements. Contractor expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 15, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

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

9. Claims, Notice.

- A. **Notice Period** - Contractor shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to ODOT.
- B. **Notice Content** - Any claim by Contractor must set forth in detail the entitlement and basis for Contractor's claim with supporting data and/or the entitlement basis to Ride Connection.
- C. **Requirement to Continue Services** - Whether or not Contractor has a claim pending with Ride Connection, Contractor shall continue performing Services under this Agreement. Any suspension of Services by Contractor, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Contractor's obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

10. Termination

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by Ride Connection, under any of the following conditions:

- (i) Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- (ii) Contractor fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- (iii) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- (iv) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- (v) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- (vi) Contractor takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Contractor may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11. Compliance with Laws

Governing law - This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

Federal laws and regulations - In addition to those elsewhere specified, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, as applicable without limitation as described in Exhibit B.

Payment of taxes and business license - Contractor shall pay all filing fees and federal, state, and local taxes applicable to Contractor's business as the same will become due; and comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act ("SCA"), for which it is Contractor's sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

seek and obtain a certification from Contractor that it is in compliance with the foregoing, and Contractor will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Contractor's compliance with this Section.

ODOT Conflict of Interest Guidelines - If required applicable by ODOT, Contractor and its subcontractors shall comply with the ODOT Conflict of Interest ("COI") Guidelines and COI Disclosure Form. Contractor and, to the best of the undersigned's information, knowledge and Contractor's Associates (as defined in the COI Guidelines) are in compliance with and have no disclosures required per the COI Guidelines (available at the following Internet address: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx>); Contractor also confirms that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Certificate of Oregon Tax Law Compliance - By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Elderly Rental Assistance Program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

Sensitive Security Information - Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

Seat Belt Use - In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third-party contractor to adopt and promote on- the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third-party subcontract involving the project.

Texting While Driving and Distracted Driving - Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project

Environmental Protections - Federal laws and regulations require the recipient to comply with applicable environmental requirements and implement them as necessary through third-party contracts.

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

(a) Environmental Mitigation. To the extent the recipient has agreed to implement environmental mitigation measures, it may need to implement these measures or assure compliance through provisions in its contracts.

(b) National Environmental Policy Act. Certain acquisitions and the timing of certain acquisitions can adversely affect the environmental review process for a project constituting a major Federal action and may result in a violation of the National Environmental Policy Act (NEPA), 42 U.S.C. 4321 through 4335, and joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622.

1 Property. The recipient may not enter into binding arrangements for the acquisition of property that may or would affect environmental impact determinations with respect to the underlying project or otherwise interfere with any required environmental impact reviews until applicable environmental impact determinations have been made.

2 Services. Council on Environmental Quality regulations, “Other Requirements of NEPA,” 40 CFR 1506.5(c), require the recipient to obtain a disclosure statement from the contractor selected to prepare an environmental impact statement specifying that the contractor has no financial or other interest in the outcome of the project.

(c) Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites. DOT’s enabling legislation has special requirements designed to protect publicly owned parks, recreation areas, wildlife and waterfowl refuges, and historic sites, at 49 U.S.C. 303(b) and 303(c) (often referred to as “Section 4(f)”), that may affect the timing and methods of recipient procurements. The Federal Highway Administration (FHWA) and FTA have published implementing regulations, “Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites,” 23 CFR Part 771 and 774, and “Environmental Impact and Related Procedures,” 49 CFR Part 622.

12. Term

This Agreement shall begin on 7/1/2025 and shall remain in effect through 6/30/2026 unless terminated sooner under the provisions of this Agreement.

13. Communications

All communications between the parties regarding this Agreement shall be directed to the parties’ as indicated below:

Ride Connection:

Dean Orr

Ride Connection

9955 NE Glisan St.

Portland, OR 97220

Contractor:

Marty Hanley

North Clackamas Parks & Recreation
District, acting by and through its Milwaukie
Community Center

5440 SE Kellogg Creek Drive

Milwaukie, OR 97222

14. No Third Party Beneficiary

Ride Connection and Contractor are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed

to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

15. Assignment

Contractor 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 Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

16. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.
- C. Arbitration - In the event that the parties are unable to settle the dispute through negotiation and mediation as set forth above, either party may seek final resolution through binding arbitration pursuant to the Commercial Arbitration Rules of the Arbitration Service of Portland, Inc. for one arbitrator. The arbitrator's decision shall be binding, final, and enforceable by any court with appropriate jurisdiction in accordance with the Rules of the Arbitration Service of Portland, Inc.
- D. Costs and Award - The prevailing party in any arbitration shall be eligible for the award of all dispute resolution costs and expenses, excluding attorney's fees through all tiers of dispute resolution, including meditation, if so awarded by the arbitrator or court of jurisdiction.

17. Prompt Payment

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. At a minimum, Contractor shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Contractor shall not hold retainage from subcontractors.

18. Duplicate Payment

Contractor is not entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this Agreement from Ride Connection or any other party, organization, or individual.

19. 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: Scope of Work
- Exhibit B: Federal Requirements
- Exhibit C: Insurance Requirements
- Exhibit D: Asset Inventory
- Exhibit E: Funding Information
- Exhibit F: Reporting Requirements

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: Exhibit B, this Agreement without Exhibits, Exhibit A, and Exhibit C.

20. Amendments

This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

21. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6

(Confidential Information); 7 (Indemnification); 8 (Insurance); 11 (Compliance with Laws); 16 (Dispute Resolution); and 22 (Surviving Provisions).

23. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute 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 Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

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.

24. Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

25. No Attorney Fees

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

Remainder of Page Intentionally Left Blank

Agreement No. 19097
Ride Connection Agreement
with ODOT 35693

WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

Ride Connection, Inc

North Clackamas Parks & Recreation District,
acting by and through its Milwaukie
Community Center

Signature

Signature

Andy Nelson

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A
**North Clackamas Parks & Recreation District, acting by and through its Milwaukie
 Community Center**
Contract # 19097

SCOPE OF WORK

Preventative maintenance reimbursed in this Agreement is for assets identified in Exhibit D.

Project deliverables, tasks, schedule, and performance measures

All preventative maintenance tasks must be completed on schedule and prior to the expiration of this agreement.

Vehicles provided under this Agreement must be used for service in accordance with your other contracts. If a vehicle is not in active service, it must be driven at least once per week. The only exceptions are when the vehicle is in a repair facility or has been formally identified for disposal.

If a vehicle breaks down or is placed in a repair facility, you are required to record the status in the **Vehicle Out of Service Database**. Use of this database is a mandatory reporting requirement under this Agreement.

Link to database: [Vehicle Out of Service Database](#)

Preventative maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventative maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventative maintenance under this Agreement does not include repairs resulting from motor vehicle accidents, theft, vandalism, or any expense covered by insurance; repairs on vehicles or components under warranty; or repairs paid for in other agreements or contracts.

Project Funding, Duration and Performance Goals

Project	Performance Goal	Funding Source	Project Amount	Grant Amount	Match 10.27%
Preventative Maintenance	150 van/sedan rides per month 300 bus rides per month	5310(CFDA 20.513) Federal	\$7,807.70	\$7,005.85	\$ 801.85

EXHIBIT A

North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center Contract # 19097

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

Per Federal Transit Administration and Rail and Public Transit Division requirements for managing federally-funded assets, agencies must have a documented Vehicle Maintenance Program approved and in place. All vehicles used to provide public transportation must be included in the program, which will include a comprehensive written Vehicle Maintenance Plan. Regardless of vehicle fleet funding, it is important for all agencies providing public transportation to have a strong vehicle maintenance program since well-maintained vehicles are essential to providing a safe and secure ride for passengers. Preventive maintenance is required to ensure vehicles remain in a state of good repair. Preventive maintenance also helps to avoid breakdowns that may jeopardize passenger safety; helps ensure that all equipment, such as wheelchair lifts, is functioning properly; and conserves vehicle maintenance budgets by reducing avoidable unplanned major repairs.

The purpose of a vehicle maintenance program is to:

1. Ensure that the fleet is in a state of good repair;
2. Ensure that a sufficient number of agency vehicles are available to meet daily service needs;
3. Ensure that agency vehicles are safe, serviced regularly, and clean; and
4. Ensure that good vehicle maintenance is provided at a reasonable cost.

Significant components of an effective vehicle maintenance program include:

1. A comprehensive Vehicle Maintenance Plan;
2. An established vehicle service preventive maintenance schedule based on manufacturer's recommendations and warranty requirements;
3. A thorough and documented inspection program including daily driver pre-trip vehicle inspections and post-trip inspections (documentation should include how to report problems, who to report problems to, and who assigns the corrective actions taken);
4. Mileage or time-period based periodic mechanical vehicle service and inspections and corrective actions as required;
5. Required annual vehicle safety inspection schedule for each vehicle, to be performed by a certified mechanic;
6. A regular vehicle exterior and interior cleaning program;
7. A cost-effective vehicle repair function for unplanned break-downs, which may include both in-house and out-sourced repair services;
8. A facility for safe and secure off-hour vehicle storage;
9. A vehicle management information system to schedule and track vehicle maintenance activities, as well as vehicle labor and parts costs, by vehicle; and

EXHIBIT A

North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center Contract # 19097

10. Maintenance records of all service and repairs (invoices, or in-house reports if agencies perform services) for each vehicle. Maintain these records throughout the life of the vehicle and retain records for three years following the disposal of the vehicle.

I. CAPITALIZED VEHICLE PREVENTIVE MAINTENANCE

Preventive maintenance projects are reimbursable at the capital match rate in the FTA 5310 and 5311 grant program. Capitalized preventive maintenance allowable costs include:

1. Scheduled or routine maintenance, such as changing belts, hoses, and distributor parts;
2. Oil changes and tune-ups;
3. Tire purchases and tire maintenance;
4. Wheelchair lift servicing and repairs;
5. Annual safety inspections performed by a certified mechanic; and
6. Associated maintenance labor, parts, and supplies.

Unauthorized capitalized maintenance expenses include:

1. Vehicle fuel;
2. Vehicle oil, lubrication, or engine fluids purchased for inventory;*
3. Vehicle parts and other expendables purchased for inventory;*
4. Shop supplies;
5. Repairs resulting from accidents covered by insurance;
6. Insurance policy deductibles, or other costs covered by insurance; and
7. Repairs that should be charged to warranties or service agreements.

* *The cost of lubrication, oil, engine fluids, and parts that are expended in the course of a specific vehicle service are allowable as capitalized preventive maintenance, as a portion of the total vehicle servicing cost.*

II. VEHICLE MAINTENANCE PLAN

Publicly owned transportation vehicle assets represent a significant investment of public funds. It is the goal of the FTA to ensure that all public transit assets, including vehicles, are preserved and maintained cost-effectively, in a state of good repair, and that they remain in safe condition. RPTD's responsibility is to see that this goal is met.

EXHIBIT A

North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center Contract # 19097

Ride Connection has a *Vehicle Maintenance Plan*. The Vehicle Maintenance Plan is an agency policy document that addresses all the required components.

1. Goals and objectives of the agency's maintenance program, and how these were established;
2. An inventory of the agency's vehicle assets, and a schedule and process for periodically updating the inventory;
3. A description of maintenance responsibilities within the agency, encompassing management, supervision, drivers, and maintenance staff;
4. A preventive maintenance plan with the following components:
 - a) A preventive maintenance servicing schedule for each vehicle in the agency fleet, based on manufacturers' recommendations for the size, type and components or equipment contained on that specific vehicle;
 - b) A process for managing and monitoring vehicle warranties and, if applicable, service agreements, to ensure all service requirements are met;
 - c) A vehicle daily servicing plan designed to prepare the vehicle for daily revenue service (typically includes interior cleaning and key fluids checks);
 - d) A vehicle inspection procedure which should include both driver's daily pre-trip inspections and post-trip inspections, reports;
 - e) Mechanic's mileage-based service and inspections;
 - f) A procedure for follow-up for repairs arising from pre-trip and post-trip inspections, and documentation regarding any vehicle being pulled from service until required repairs are made;
 - g) A schedule for periodic exterior vehicle cleaning and more thorough interior cleaning, that takes into account seasonal and environmental conditions;
 - h) An annual vehicle safety inspection by a certified mechanic. This inspection must include all safety components and is not complete unless it includes inspection of ADA-related equipment such as lifts, securements, handrails, etc; and
 - i) New driver vehicle orientations, to ensure proper and safe use of the vehicle and any installed equipment.
5. A vehicle repair policy for unplanned mechanical breakdowns, whether repairs are performed in-house or are contracted out;
6. A vehicle storage procedure for safe and secure vehicle storage off-hours;
7. The agency's vehicle management information system (VMIS) established to document vehicle inspections, maintenance and repair activities. The system should track actual dates, services performed, parts used, costs incurred, and when the next service/inspection is due (miles and/or date).

EXHIBIT A

North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center Contract # 19097

III. INDIVIDUAL VEHICLE PREVENTIVE MAINTENANCE SCHEDULE AND RECORDS

All grant recipient agencies are required to prepare a preventive maintenance schedule for every grant-funded vehicle. Base vehicle preventive maintenance schedules on manufacturer's recommendations for the specific vehicle.

Vehicle Condition Definitions: RPTD has established vehicle condition definitions that comply with FTA guidelines, and are useful to agencies for assessing and documenting the status of their vehicle fleet. These definitions can be found in the Asset Management section.

Forms and Checklists: For agencies that do not have their own forms and checklists, please request copies from Ride Connection.

Scheduled Service Intervals: The preventive maintenance schedule should include expected service triggers for maintenance services to be performed. These may be either time periods (example: every three months), or miles elapsed (example: every 3,000 miles). Establish service intervals for different types of maintenance as multiples of a common denominator, whether mileage-based or time-based. This minimizes the frequency of preventive maintenance servicing, and optimizes vehicle in-service operation.

For example, if oil is changed every 3,000 miles, schedule tire rotations every 6,000 miles and transmission fluid changes every 24,000 miles (as long as these intervals meet manufacturer recommendations). For a time-based service interval program, this example could equate to every three months, six months, and twelve months.

The scheduled service should address every component included in the manufacturer's warranty requirements schedule, including all safety equipment and ADA-accessibility equipment such as wheelchair lifts.

Service intervals should also take into consideration seasonal and environmental factors, such as winter conditions, salted or sanded roads, rough road conditions, city-versus-rural driving, coastal fog and sea salt conditions, regular hill or mountain driving, etc.

Wheelchair Lift Maintenance: A survey of major wheelchair lift dealers in Oregon indicates that because of widely varying lift usage rates, manufacturers recommend that preventive maintenance for powered lifts be scheduled based on lift cycles, rather than on time-based intervals. For instance, if a dial-a-ride bus deploys the lift 30 times a day, it would require more frequent service than a limited-route van requiring eight deployments a day. Oregon began using cycle counters on vehicle lifts in April 2005.

Agencies should include a vehicle lift preventive maintenance section in the Vehicle Maintenance Plan. The lift preventive maintenance section should address the following:

1. A preventive maintenance schedule based on lift cycles, according to manufacturers'

EXHIBIT A

North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center Contract # 19097

recommendations;

2. Regularly scheduled visual lift inspections by drivers, and by mechanics during in- shop maintenance; and
3. New staff orientation and training on operation of the lift and of the cycle counter (for drivers and shop technicians).

Vehicle Preventive Maintenance Records: Maintain vehicle maintenance records for each vehicle, verifying maintenance has been performed according to vehicle manufacturers' established preventive maintenance schedule. The maintenance records will also show that recommended repairs are made on a timely basis.

Vehicle maintenance and repair documentation is an FTA and ODOT requirement for all federally or state funded assets. All vehicle maintenance records must be made available when requested by RPTD staff or its representatives.

Keep vehicle maintenance records for each vehicle in separate files, these include:

1. Vehicle Maintenance Schedule for each vehicle (see above);
2. Documentation of annual safety inspections, including ADA components, performed by a certified mechanic with manufacturer-certified training for the vehicle and for specialized, on-board ADA components;
3. Completed daily pre-trip and post-trip driver checklists documenting that all safety features are functioning. The driver's pre-trip checklist must include deploying any wheelchair lift equipment and interlock features. The post-trip checklist must include indications of service or repairs required, action taken to do the work, and whether or not the vehicle must be taken out of service until repair or service is done, based on agency maintenance policies and safe operation standards;
4. Copies of all invoices, or internal repair orders, documenting that the maintenance and repairs performed.

IV. VEHICLE REPAIRS AS PART OF PREVENTIVE MAINTENANCE

Vehicle repairs include planned major parts replacements (one instance per vehicle per biennium may be reimbursed in a capital preventive maintenance grant); repairs arising out of pre-trip, post-trip, or mileage/time-based inspections (including annual safety inspections); and wear and tear repairs or replacements (e.g., nicks and minor windshield chips, cracked light covers, individual seat tears, tires, planned brake jobs, lift repairs, bus washing and detailing, etc.).

Although defined as maintenance repairs, warranty/recall servicing, warranty/recall parts replacement, and repairs resulting from accidents, are not eligible expenses in RPTD capitalized preventive maintenance grants. Warranty work should be performed in a timely manner, and agencies should access the manufacturer's warranty via the vendor if assistance is needed to

EXHIBIT A

North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center Contract # 19097

determine what is covered. Any warranty work not covered should be reimbursed as an operating expense, not in the capitalized preventive maintenance grant. Accident repairs are covered by insurance. Any deductibles or charges resulting from an accident are considered operating expenses that cannot be reimbursed from a capital preventive maintenance grant.

Agencies should use some form of Vehicle Repair Work Order form or sheet to record the repair activities. It should include, at a minimum, the start and end date of repairs; the reason for the repair (for example, bus wouldn't start, check engine light came on, inspection finding, or accident); what repairs were made; labor hours; parts used; and who did the work. A Work Order should be used whenever the agency performs the repair service in-house. If a vendor does work, agencies should require work orders or invoices from the company performing the maintenance or repair that, at a minimum, state the issue, parts installed and separate labor charges.

Once the work is completed, the repairs should be documented on the Vehicle Maintenance Chart (see above) and the Work Order should be kept in the individual vehicle maintenance file, where it becomes part of the historical record for that vehicle. These documents are also provided either as required reimbursement documents, or as the basis for completing the vehicle Preventive Maintenance Reimbursement Request attachment form (the Excel spreadsheet developed for use in lieu of providing copies of vendor receipts).

V. VEHICLE CLEANING

It is important that vehicles be regularly cleaned inside and out.

Regular vehicle cleaning helps prevent premature vehicle aging, protects exterior paint, extends the life of protective coatings, and helps prevent rust. It also increases passenger comfort and maintains a positive agency image. Smaller vehicles may be washed at a car wash or with a portable vehicle-washing unit; larger buses may require use of a washing facility (wash rack) or a trip to the nearest truck wash facility. Washing should include periodic washing or steam cleaning the vehicle engine and undercarriage, and application of a protective coating to the painted

surfaces, if recommended, and as specified by the manufacturer.

An interior and exterior cleaning schedule should be developed, which specifies cleaning activities to be performed at specified intervals.

VI. VEHICLE STORAGE AND SAFETY

Every transit agency is responsible for protecting its vehicle fleet through good storage and safety practices. Safe and secure vehicle storage encompasses several aspects:

1. **A secured vehicle parking area.** This may be a parking lot with adequate lighting and security, such as security fencing, perimeter motion-detector lighting, or door/window alarms, or a covered bus parking shelter, or a bus barn, also with adequate security.

EXHIBIT A

North Clackamas Parks & Recreation District, acting by and through its Milwaukie Community Center Contract # 19097

2. **Security surveillance.** In areas more prone to crime, vandalism, or gang-related activity such as graffiti tagging, some form of additional surveillance may be desirable. This can take the form of electronic surveillance (monitored security cameras), or a routine private patrol service, or both. Security camera monitoring during hours the agency is closed can often be contracted to a commercial security company.
3. **Safety procedures.** Proper storage also incorporates safety procedures such as no-exception brake setting and transmission-in-park requirements of drivers; and setting up the parking area to maximize forward driving and avoid operating vehicles in reverse. Backing up is a frequent accident-generating activity. Entering and exiting safely at the storage facility is also important. Requiring procedures such as 10 MPH maximum driving speeds, and stop signs or markings at intersection points, will help to minimize unnecessary vehicle damage or collisions.
4. **Key Control.** Keys are a vulnerability point for all vehicles. A policy and procedure for locking vehicles and assigned responsibilities for vehicle keys at shift-end should be established.

VII. RESOURCES

Federal Publications

Code of Federal Regulations (CFR) 49

- Part 37, Transportation Services for Individuals with Disabilities (ADA) [49CFR37](#)
- Part 38, ADA Accessibility Specifications for Transportation Vehicles [49CFR38](#)
- Part 393, Parts and Accessories Necessary for Safe Operation [49CFR393](#)
- Part 396, Inspection, Repair, and Maintenance [49CFR396](#)
- Part 571, Federal Motor Vehicle Safety Standards (FMVSS) [49CFR571](#)

Other Useful National Organization Publications

- Community Transportation Association of America (CTAA) – ADA Resources

EXHIBIT B

FEDERAL REQUIREMENTS

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or

EXHIBIT B

cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding

EXHIBIT B

\$150,000; or,

(4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- (f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- (g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- (h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

EXHIBIT B

1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

EXHIBIT B

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal

EXHIBIT B

funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by

EXHIBIT B

- Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
 - d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

DEBARMENT AND SUSPENSION

EXHIBIT B

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime

EXHIBIT B

contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary

EXHIBIT B

of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

FLY AMERICA

- a) Definitions. As used in this clause—
- 1) "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.
 - 2) "United States" means the 50 States, the District of Columbia, and outlying areas.
 - 3) "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.
- b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international

EXHIBIT B

air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

- c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:
Statement of Unavailability of U.S.-Flag Air Carriers
 International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:
- e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

- (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- (2) Matters that may affect the Federal Government include, but are not limited to, the Federal

EXHIBIT B

Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

- (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government

EXHIBIT B

reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of

EXHIBIT B

payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);

EXHIBIT B

2. FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 - (1) The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 - (2) The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 - (3) The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination.

The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

EXHIBIT B

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

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

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

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

EXHIBIT B

Termination for Default (Transportation Services)

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

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

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

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

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

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent,

EXHIBIT B

and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency 's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

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

If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency.

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

Termination for Convenience or Default (Cost-Type Contracts)

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

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

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

EXHIBIT B

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

EXHIBIT C

INSURANCE REQUIREMENTS

General

Contractor shall obtain and provide:

- 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.

The insurance or self-insured fund 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 Ride Connection. Contractor shall not commence work under this Agreement, and shall not authorize work to begin under a subcontract until the insurance is in full force. Thereafter, Contractor shall monitor continued compliance with the insurance requirements on an annual or more frequent basis.

Contractor shall comply with any requirements of Ride Connection with respect to Contractor's compliance with these insurance requirements, including but not limited to Ride Connection 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.

While this Agreement is in effect, Contractor agrees that it shall maintain in effect the insurance coverage set forth below. Prior to commencement of work under this Agreement, Contractor shall furnish to Ride Connection a certificate(s) of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation.

Contractor shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection.

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).

The employer's liability limit shall not be less than \$500,000 each accident for bodily injury by an accident and \$500,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.

- 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

EXHIBIT C

Ride Connection. 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 Ride Connection:

Bodily Injury, Death, and Property Damage:

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

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

Bodily Injury, Death, and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Additional Insured

The Commercial General Liability Insurance and Automobile Liability insurance must include Ride Connection, the State of Oregon, the Oregon Transportation Commission and the Department of Transportation, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Waiver of Subrogation

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

"Tail" Coverage

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor 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 Contractor, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of:

- i. The Contractor's completion and Ride Connection's acceptance of all services required under this Agreement, and the subcontractors completion and Contractor's acceptance of all services required under the sub agreement or,

EXHIBIT C

- ii. The expiration of all warranty periods provided under this Agreement with respect to Contractor and the sub agreement with respect to the subcontractor.

Notwithstanding the foregoing 24-month requirement, if the Contractor 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 Contractor or subcontractor may request and Ride Connection may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Ride Connection approval is granted, the Contractor 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 Contractor or its insurer must provide 30 days' written notice to Ride Connection 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

Contractor shall submit to Ride Connection a certificate(s) of insurance for all required insurance before the commencement of performance of services, and upon expiration/renewal of any coverage type. 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.

Remainder of Page Intentionally Left Blank

EXHIBIT E

Contract No. 19097

PASS-THROUGH FUNDING INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings or Title: ***Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)***

Assistance Listings Number and Name: ***20.513 (5310)***

Federal Award Identification Number (FAIN): ***Unknown at this time***

Subrecipient DUNS/Unique Entity ID: ***NVWKAVB8JND6***

Project Cost (total before required match): ***\$7,807.70***

Expected Federal Funding: ***\$7,005.85***

Approved Indirect Cost Rate: ***NA SUBCONTRACTOR - Zero (0.0)***

Federal Award Date: ***Unknown at this time***

Award R&D? (Yes/No): ***No***

Federal Funding Agency (or other pass-through agency if different):

ODOT
Rail and Public Transit Division
555 13th Street NE
Salem, OR 97301

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

EXHIBIT E

Contract No. 19097

Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1F) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 9070.1H) – This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT F**Reporting Requirements**

Reports are due to the Service Data Specialist at Ride Connection by the **5th** of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report
- All vehicle invoices should be sent into fleet@rideconnection.org as you receive them.
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to:
partner_reporting@rideconnection.org.