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Clackamas County
www.clackamas.us



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

August 6, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of a Grant Agreement with Metro for a Regional Travel Options Grant to implement portions of the Clackamas County Travel Options Action Plan. Grant Value is \$225,000 for 3 years. Funding is through Metro and a required match of \$25,752 in staff time paid through the Road Fund. No County General Funds are involved.

Previous Board Action/Review: 3/10/2026: BCC Policy Session – Moved to approve Travel Options Action Plan. 4/23/2026: BCC Business Meeting – Moved to authorize DTD to apply for Regional Travel Options (RTO) Grant to implement portions of the Travel Options Action Plan. 4/23/2026: BCC Business Meeting – Approved resolution 2026-27 to adopt the Travel Options Action Plan.

Performance Clackamas: Strong Infrastructure

Counsel Review: Yes

Procurement Review: N/A

Contact Person: Scott Hoelscher

Contact Phone: 503-742-4533

EXECUTIVE SUMMARY: The Metro Regional Travel Options (RTO) grant program provides funding for programming designed to increase awareness of various travel options. Clackamas County has been awarded funds in the amount of \$225,000 to implement portions of the Clackamas County *Travel Options Action Plan (TO Plan)*. The *TO Plan* provides guidance for Transportation Demand Management (TDM) programming with the goal of making people aware of travel options, improving public health and lessening congestion on our roadways. The RTO grant funding will be used to market the ClackCo commuter shuttles; conduct transportation consults with seniors; provide e-bike education; hold commute by bicycle classes; and conduct various incentive programs and outreach to employers. The project is needed to meet the diverse transportation needs of County residents and to increase awareness of travel options that are available to county residents.

RECOMMENDATION: Staff respectfully requests the BCC sign the attached grant agreement with Metro for the *Travel Options Implementation Project*.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation &
Development

For Filing Use Only

RTO Program Grant Agreement



600 NE Grand Avenue
Portland, OR 97232-2736

Metro Grant 940933

PROJECT: Clackamas County Travel Options Implementation Project

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and **Clackamas County**, referred to herein as "Grantee," mailing address **150 Beavercreek Road, Oregon City, Oregon 97045**.

BACKGROUND

Metro and its Regional Travel Option's (RTO) program is the recipient of Federal Transit Administration ("FTA") 5307 Urbanized Area Formula grant funds and wishes to enter into this Agreement with the Grantee to use these federal funds.

Metro considers the Grantee to be a **subrecipient** of federal funds. Funding for this project is obtained from a Grant Agreement between Metro and the FTA under 5307 Urbanized Area Formula grant funds, CFDA No. 20.507. Because federal funds are involved in the Agreement, Exhibit C – Federal Clauses and Attachment A - Lobbying Certification are attached and made a part of this Agreement.

The RTO program assists local governments and non-profit agencies in managing demand on the transportation system and increasing use of travel options.

Metro selected Grantee, through a competitive process, to receive partial funding for the purpose of supporting the **Clackamas County Travel Options Implementation** program. This project is expected to further the policies of Metro's Regional Transportation Demand Management Strategy, which supports accomplishing Regional Transportation Plan goals and targets.

1. Effective Date and Duration

This agreement is effective upon execution by both parties and terminates June 30, 2029, unless terminated or extended as provided in this Agreement. Metro will reimburse allowable costs incurred on or after July 1, 2026, as set forth in the Scope of Work.

2. Scope of Work

Grantee will provide all services and materials specified in the attached "Exhibit A – Scope of Work," which is incorporated into this Agreement. If the Scope of Work contains additional Agreement provisions or waives any provision in the body of this Agreement, the Scope of Work controls.

RTO Program Grant Agreement



600 NE Grand Avenue
Portland, OR 97232-2736

Metro Grant 940933

3. Compensation

The total Agreement amount is **\$250,752.00**. This amount includes (1) FTA GRANT funds to be dispersed to Grantee not to exceed **\$225,000.00**; and (2) Grantee's non-federal local match of **\$25,752.00**.

4. Payment

Grantee will present cost reports, reimbursement requests and progress reports to Metro's RTO Program Project Manager on a quarterly basis. Metro's Project Manager must approve the Quarterly Progress Reports before authorizing invoice payments.

Qualified costs are direct project costs, incurred by the Grantee and personal services contractor(s) during the term of this Agreement that are eligible for federal funds. Metro will reimburse Grantee for qualified costs for work described in Exhibit A, in accordance with:

- 2 CFR 200 - Uniform Guidance

Invoices must display 100% of the total project costs incurred during the period of the invoice and identify any required matching amounts. If Metro requests documentation, including without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense, Metro must receive the documentation before Metro makes payment.

5. Subcontracts

Grantee must not subcontract for any of the Services required by this Agreement without Metro's prior written consent. Upon approval by Metro of a subcontract, the parties will amend the Agreement to include provisions related to the subcontract. Metro's consent to any subcontract does not relieve Grantee of any of its duties or obligations under this Agreement. Metro will pay Grantee and subcontractors have no right to payment from the Metro. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained in this Agreement creates any contractual relationship between any subcontractor and Metro.

6. Records Maintenance – Access

Grantee must maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.

RTO Program Grant Agreement



600 NE Grand Avenue
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Metro Grant 940933

Grantee acknowledges and agrees that Metro, the FTA, the Comptroller General of the United States and/or their duly authorized representatives must have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.

Grantee must retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

7. Indemnity

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and defend Metro and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees at trial and on appeal, arising out of or in any way connected with its performance of this Agreement.

8. Termination

Metro may terminate this Agreement for cause or convenience, including without limitation if Metro fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Metro, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

If terminated, Grantee is entitled to payment for qualified costs incurred before the date of termination. Metro is not liable for indirect or consequential damages. Metro's termination does not waive any claim or remedies it may have against Grantee.

9. Insurance

Grantee must purchase and maintain at Grantee's expense, the following types of insurance, or self-insurance, covering Grantee, its employees, and agents. The insurance, or self-insurance, must meet the following:

- a. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Grantee's coverage will be primary.
- b. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000.00 per occurrence

RTO Program Grant Agreement



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- c. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000.00 per accident or disease.

For insurance other than self-insurance, Metro, its elected officials, departments, employees, and agents must be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. Grantee must provide to Metro 30 days' written notice of any material change or policy cancellation. Grantee must provide Metro with a Certificate of Insurance complying with this article upon return of the Grantee's signed Agreement to Metro.

10. Right to Withhold Payments

Metro has the right to withhold from payments due Grantee such sums as necessary, in Metro's reasonable discretion, to protect Metro against any loss, damage or claim which may result from Grantee's performance or failure to perform under this Agreement or the failure of Grantee to make proper payment to any suppliers or subcontractors.

11. Federal, State, and Local Law Compliance

This Agreement is subject to a financial assistance agreement between Metro and the Federal Transit Administration (FTA). Grantee must comply with all applicable federal laws, regulations, executive orders, rules, policies, procedures and directives, including but not limited to the following, which are incorporated into and made a part hereof:

- the terms and conditions applicable to a "recipient" set forth in the November 26, 2025 FTA Master Agreement [FTA MA 34] or most recent between Metro and the FTA
- FTA Circular 5010.1F, Award Management Circular
- FTA Circular 4220.1G, 3rd Party Procurement
- 2 CFR 200 - Uniform Guidance – Super Circular

Grantee must comply with federal, state, and local laws, statutes, and ordinances relative to, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects. Grantee must comply with the state public contracting provisions of ORS chapters 279A, 279B and 279C, to the extent those provisions apply to this Agreement.

12. Discrimination Prohibited

RTO Program Grant Agreement



600 NE Grand Avenue
Portland, OR 97232-2736

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Grantee must not exclude any person from participation in the Project or discriminate on the grounds of race, color, or national origin, or on the grounds of religion, sex, ancestry, age, or disability against any person related to any program or activity funded in whole or in part with the grant funds.

13. Ownership of Documents and Credit to Metro

Metro owns all documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Grantee pursuant to this Agreement because the documents are works made for hire. Grantee conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all documents.

Grantee must include language found in Exhibit B – “Partnership Requirements,” which is attached hereto and by this reference made a part of this Agreement, in all communications tools related to work performed under this Agreement including without limitation brochures and advertisements.

14. Project Information

Grantee must share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Grantee must not release any information or project news without the prior and specific written approval of Metro.

15. Independent Contractor Status

Grantee is an independent Contractor for all purposes and is entitled only to the compensation provided for in this Grant. Under no circumstances is Grantee an employee of Metro. Grantee must provide all tools or equipment necessary to carry out this Grant and must exercise complete control in achieving the results specified in the Scope of Work.

Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

Grantee must identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

16. Assignment

Grantee may not assign or transfer this Agreement without written permission from Metro.

17. Choice of Law

RTO Program Grant Agreement



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Portland, OR 97232-2736

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The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement is governed by the laws of the State of Oregon and will be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

18. No Waiver of Claims

Metro's failure to enforce any provision of this Agreement does not waive that or any other provision.

19. Modification

This Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

20. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

21. No Special or Consequential Damages

Neither party will be liable for special, punitive, exemplary, consequential, incidental or indirect losses or damages.

GRANTEE, BY EXECUTION OF THIS AGREEMENT TO AGREE, HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT TO AGREE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Clackamas County

Metro

By:_____

By:_____

Printed:_____

Printed:_____

Title:_____

Title:_____

Date:_____

Date:_____

Exhibit A – Scope of Work

Metro Grant 940933

**FY 2027-2029 Regional Travel Options
 Grantee Scope of Work
 July 1, 2026-June 30, 2029**

GRANTEE NAME: CLACKAMAS COUNTY

GRANTEE PROGRAM: CLACKAMAS COUNTY TRAVEL OPTIONS IMPLEMENTATION PROJECT

PROGRAM DESCRIPTION:

Clackamas County recently completed a two-year planning process with the community to develop the county’s first Travel Options Action Plan (TO Plan). The TO Plan provides guidance on priority Transportation Demand Management (TDM) investments and a framework for improving mobility options and reducing single occupancy vehicle trips throughout urban Clackamas County. The plan contains eleven priority strategies and specific activities for implementation. The TO Plan also includes implementation guidance and recommended partnerships to increase program success. The Clackamas County Travel Options Implementation Project (Project) will intentionally implement priority strategies identified in the TO Plan and develop a sustainable, long-term TDM program for Clackamas County. Overall program goals include reducing vehicle miles traveled, mitigating traffic congestion, increasing use of travel options, and improving public health. A majority of this scope will be implemented through the county by contracting a vendor to complete work. The following scope of work may be adjusted to align with the workplan of the vendor.

Task 1: TDM Policy, Planning & Funding:

During the next three fiscal years there are several capital investment projects programmed. This represents an opportunity to celebrate the completion of new bicycle and pedestrian facilities, which could encourage residents to try alternative modes of transportation.

Clackamas County will coordinate with Metro to align data collection and consistently track and report outcomes using shared evaluation methods to strengthen accountability, regional consistency, and long-term sustainability of TDM planning and funding.

Task 1 Activities		Metric Tracking?
1A	1. Programming to support new and improved infrastructure projects, setting up a system for future capital projects to be complemented by TDM. Work may include:	N

Exhibit A – Scope of Work

Metro Grant 940933

	- As an incentive to commute by bike or by foot, develop and host “Transportation Scavenger Hunt” – an interactive community game to celebrate completion of pedestrian and bicycle safety projects (e.g. Linwood Ave; Monroe). Prizes to those who complete “scavenger hunt.” - Shared use side path promotion: Develop and host community event to pilot protected shared multi-use path. The event could include community bike rides with a focus on targeting and supporting new “active transportation users to encourage bicycle commuting and alternative transportation in general. 2. Adopt and incorporate Travel Options Action Plan and updated Clackamas TDM policies and supportive actions into Transportation System Plan update.	N
1C	Collaborate data collection methods and report on the impact of regional TDM strategies as part of my RTO grant.	N
1E	Collaborate with Metro and contribute to the development & sharing of regional TDM tools, guidance and resources as part of my RTO grant.	N

Task 1 Deliverables

- Quarterly qualitative reporting on activities

Task 3: Place and Event Based Programs

Clackamas County’s TDM program includes activities that address specific locations and communities. Community specific activities centered at or near high demand locations such as high-density housing or senior housing offer additional mode shift opportunities. In this task, grantee will leverage opportunities to coordinate with Clackamas Safe Routes to School on school-focused programs such as walking school buses and/or various incentive and educational programming.

Task 3 Activities	Metric Tracking?
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Exhibit A – Scope of Work

Metro Grant 940933

3A	1. Work with TriMet and stakeholders to encourage transit use by residents at high demand locations. This can be done through programs like the TriMet New Resident Kit, or other transit pass programs.	Y
	2. Establish County carpool incentive program for Red Soils employees. Program shall include disseminating carpool materials and resources such as the Get There ride matching program and rewards for carpoolers.	Y
	3. “Safe Routes for Seniors” - Engage with Rose Villa Wellness or other county senior housing facilities to support and encourage senior mobility. Activity may include distribution of transit materials for senior residents and/or personalized trip planning consults.	N
3E	Collaborate with county and regional partners to support Clackamas employers interested in commute benefit programs with state and regional resources.	N

Task 3 Deliverables

- Quarterly qualitative reporting on activities

Task 4: Community-Centered & Inclusive Programs

Work includes programs that meet the needs of diverse communities. Specifically, County will engage historically underrepresented populations and local community-based organizations on travel options, programming and incentives. Materials will be disseminated in a variety of settings; including but not limited to, Todos Juntos; the Chinese Community Coalition; Collective Dream Project and Sunrise Community Coalition. Finally, Project includes programming to support new infrastructure projects, setting up a system for future capital projects to be complemented by TDM.

Task 4 Activities		Metric Tracking
4A	1. Develop Clackamas County Travel Options Website – envisioned as a central hub for	N

Exhibit A – Scope of Work

Metro Grant 940933

	multimodal information and travel options resources; including but not limited to, transit, bicycle commuting, bicycle and pedestrian safety and rules of the road, carpooling and links to regional resources. Activity could include update and redesign of Ride Clackamas website. https://rideclackamas.org/ as well as expansion of on-line bicycle map Bike map updates may include public comment function and commute resources. 2. Personalized Trip Planning: conduct one-on-one commute/trip consultations in person, via telephone or virtually. Consults may involve customized travel advice tailored to individuals' specific needs, preferences and concerns. It is expected that existing Get There materials can be utilized for the consults.	Y
4B	Engage local community-based organizations on travel options information, programming and incentives. Disseminate travel options materials in a variety of settings. Potential partners include Chinese Community Coalition, Collective Dream Project; Sunrise Community Coalition and the Pedestrian and Bikeway Advisory Committee.	N

Task 4 Deliverables

- Quarterly qualitative reporting on activities

Task 5: Adaptive & Resilient Programs

Description: Project will implement specific strategies identified for the unique landscape patterns and transportation systems of the County. The scope of work is designed to be adaptive to changing travel patterns and to diverse community needs as identified in the TO Plan

Examples of resilient programs for the Project include ClackCo commuter shuttles marketing; enhancing bike parking in urban areas; providing transportation consults for

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Exhibit A – Scope of Work

Metro Grant 940933

seniors; conducting commute by bicycle classes; and conducting various incentive programs and outreach to employers.

Project scope of work aligns with Strategy 5A: Design programs that respond to changing travel patterns. Specifically, County has developed a broad program that contemplates both commute and non-commute trips.

Task 5 Activities		Metric Tracking
5C	1. Design and launch ClackCo Shuttles marketing campaign aimed at increasing awareness of routes. Distribute ClackCo Shuttles branded (Ride Free, Stress Free, Fare Free) materials at events around the county, such as Farmers Markets.	N
	2. Enhance ClackCo Shuttles signage at the end of the MAX Green Line at the Clackamas Town Center. Activity involves signage design, fabrication, and installation to increase visibility and user experience.	N
	3. Procure and install outdoor e-paper device(s) to display real-time transit arrival times for ClackCo Shuttles at up to 2 locations in the county.	N
5D	1. Coordinate with ODOT and Metro on promoting and strengthening the regional vanpool program.	N
	2. Participate in Regional Vanpool Working Group.	N
5E	1. Develop e-bike educational materials to be used in e-bike skills education program. Materials may include, but not limited to, e-bike “rules of road”; statutes and laws surrounding e-bikes; types of e-bikes.	N
	2. E-Bike Skills Education Training: Hold two e-bike 101 seminars - “how to ride” and rules of the road would be covered. Potential to collaborate with Happy Valley on activity development and conducting seminars, which could be in-person or virtual.	N
	3. Host comprehensive “Bicycle Commuting 101” workshops each year of the grant. Workshops	N

Exhibit A – Scope of Work

Metro Grant 940933

	expected to cover tips and techniques for new bicycle commuters; winter riding tips and rules of the road. Collaborate with local Oregon City bicycle shop Classic Cycles (http://cycleco.com/).	
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Deliverables

Task 5 Deliverables

- Quarterly qualitative reporting on activities

Budget

Organization Name: Clackamas County							
Project Name: Clackamas County Travel Options Implementation Project							
Proposed Project Budget (RTO Grant + Local Match)				TOTAL project	Proposed Project Budget (by year)		
Expense Category	Detail	RTO Grant	Local Match		Year 1	Year 2	Year 3
Staff Time by Role							
Planner 2	.15 FTE		\$ 25,752	\$ 25,752	\$ 7,703	\$ 7,703	\$ 7,703
Senior Planner	.15 FTE						
Staff Time Subtotal		\$ -	\$ 25,752				
Materials and Supplies		Detail					
				\$ 21,500			
Supplies	Participation Incentives (e.g. swag, gift cards, helmets, etc)	\$ 10,000					
Transit Signs and Marketing	E-Paper Display, Transit Signage	\$ 11,500					
Materials and Supplies Subtotal		\$ 21,500	\$ -				
Contracted Services		Detail					
Contractor 1	Travel Options Coordinator (16 hrs per week)	\$ 203,500		\$ 203,500	\$ 65,000	\$ 65,000	\$ 65,000
Contracted Services Subtotal		\$ 203,500	\$ -				
Approved Indirect Costs		Detail					
Rate				\$ -	\$ -	\$ -	\$ -
Indirect Costs Subtotal		\$ -	\$ -				
Project Budget Totals		\$ 225,000	\$ 25,752	\$ 250,752	\$ 72,703	\$ 72,703	\$ 72,703

Note: Metro acknowledges the schedule of the project timeline and budget is an approximation used for initial planning and budgeting purposes. Any significant changes to the above schedule and budget must be made in writing and approved in writing by the Metro project manager.

Exhibit A – Scope of Work

Metro Grant 940933

(1) FTA GRANT funds to be dispersed to Grantee not to exceed **(\$225,000.00)**

The amount the Grantee is required to spend to match Metro's grant:

(2) Grantee's non federal local match (10.27%) of **(\$25,752.00)**.

(3) Grantee's current federal approved indirect rate is 0.00%. Clackamas County has not requested indirect costs on this grant.

Grantee's invoices must include:

- Metro Grant number **(940933)**
- Grantee name
- remittance address
- invoice date
- invoice number
- invoice amount
- Local Match amount
- itemized statement of work performed and expenses incurred during the invoice period
- **Required** to be submitted quarterly and uploaded into Temelio

Exhibit B

Partnership Requirements

Partnership Requirements

All grantees, including all project or program team members, will engage in a partnership with Metro, RTO Program staff and other RTO program partners to fulfill grant goals and scope. The purpose of partnership requirements is to set up partners for success in their grant projects. Grantees must consider the Partnership Requirements during the planning, measurement, and reporting of their grants and include steps during these processes to complete the requirements where appropriate. Partners are responsible for communicating these requirements to appropriate staff members. Partnership requirements apply to anything included in this grant agreement or made possible by the grant agreement. Exceptions to the requirements can be requested by emailing RTO Program staff and if agreeable, may be granted with confirmation provided in writing by RTO Program staff. RTO Program staff is available to support partners by providing tools, guidance and collaboration to achieve a successful grant project and abide by the Partnership Requirement. These resources are detailed in the RTO 2027-2029 Grantee Guide.

Instructions: Read and initial

Collaborating with Metro and RTO Partners

Per the Scope of Work (Exhibit A), grantee will collaborate with Metro and RTO partners in the development of tools, resources and guidance to support travel options planning, programs and evaluation.

Project Materials

Grantee will attribute credit to the Federal Transit Administration and Metro on all appropriate project materials, such as reports, booklets, brochures, and web pages. Attribution on materials must read “Made possible with support from Metro and the Federal Transit Administration.” If marketing is done with audio only, spoken attribution language must be “This project is made possible by a partnership with Metro, with support by the Federal Transit Administration.”

Grantee will include the Metro logo on all print ads, banners, flyers, posters, signage, and videos. Grantee will include the Metro logo on all marketing and advertising materials, both print and online (size permitting). Grantees will seek Metro approval through the grant manager of any materials where the Metro logo is included to ensure proper logo design and placement. Metro logos and usage guidelines can be found in the RTO Attribution Guide.

Events and Media

Grantee will mention support provided by Metro and the Federal Transit Administration in press releases. Grantee will contact RTO Program staff as soon as possible if a reporter or media outlet inquires about efforts related to this grant project in order to

Exhibit B

Partnership Requirements

consider partnership highlights. As often as possible, grantee will share public event opportunities with Metro with advance notice, so Metro can share with Metro officials or Metro staff for potential attendance or promotion.

Measurement and Evaluation

Per Scope of Work (Exhibit A), grantee will collaborate with Metro on data collection and coordination to support performance measurement in alignment with the Regional TDM Strategy.

Grantee will communicate, monitor and track progress, demonstrate impact, document lessons learned, and be accountable and transparent to Metro, partners and the benefiting communities in required quarterly reporting and a final grant report.

Grant reporting

Grantee will thoroughly, consistently, and accurately complete and submit quarterly reports by the required due date via Temelio. If reports will be late, grantee will contact RTO Program staff to discuss an extension. Grantee will submit a final grant report, consistent with the Scope of Work (Exhibit A), summarizing the grant activity for the entire cycle, via Temelio by the date set forth in the grant agreement.

____ **Initial Here**

Exhibit C – Federal Clauses

Metro Grant 940933

The Contractor/Subrecipient agrees to comply with all applicable Federal Clauses as outlined in the **November 26, 2025 FTA Master Agreement [FTA MA 34]**, or most recent, including, but not limited to, the following. In the case of subawards, references to Contractor in the below refer to the Subrecipient.

A. No Federal Government Obligations to Third Parties

Contractor acknowledges and agrees 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.

(FTA Master Agreement, §3.1)

B. False or Fraudulent Statements or Claims – Civil and Criminal Fraud

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 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.

Exhibit C – Federal Clauses

Metro Grant 940933

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA.

(FTA Master Agreement, §4.e)

C. Federal Tax Liability and Recent Felony Convictions.

(1) Transactions Prohibited.

(a) The Contractor certifies that it —

(i) 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

(ii) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

(b) The contractor agrees that it will obtain the above certification from any subcontractor, prior to entering into any Third Party Agreement with any subcontractor.

(c) If the prospective subcontractor cannot so certify, the Contractor agrees to refer the matter to Metro and not to enter into any Third Party Agreement with the subcontractor without Metro's written approval, which will only be provided after Metro receives written approval from the FTA.

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

(FTA Master Agreement, §4.g)

D. Access to Third Party Contract Records

Types of Records. The Contractor agrees to retain, and will require its Third Party Participants to retain, complete and readily accessible records related in whole or in part to the Underlying Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. Records pertaining to its contract must be retained from the day

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the contract was signed until at least three years after the Contractor has submitted its last or final expenditure report, and other pending matters are closed. If the body of this agreement states a longer retention period than three years, then that longer retention period applies.

The Contractor agrees to require, and will require its subcontractors of all tiers to provide:

(1) The U.S. Secretary of Transportation and the Comptroller General of the United States, the state, or their duly authorized representatives, access to all third party contract records (at any tier) as required under 49 U.S.C. § 5325(g); and

(2) Sufficient access to all third party contract records (at any tier) as needed for compliance with applicable federal laws, regulations, and requirements or to assure proper management of Underlying Agreement as determined by FTA.

(FTA Master Agreement, §9 and 16.s)

E. Changes to Federal Requirements

Federal requirements that apply to the Contractor or the Contract 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.

(FTA Master Agreement, §3.i.6)

F. Civil Rights and Equal Employment Opportunity

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

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

(1) **Federal Equal Employment Opportunity (EEO) Requirements.** These include,

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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), 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, 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.

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.

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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. 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). 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

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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 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.

Equal Employment Opportunity (continued)

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 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, 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, 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

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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.

(FTA Master Agreement, §12)

G. Disadvantaged Business Enterprises (DBEs)

- a) 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.
- b) Metro has developed a DBE Program in compliance with U.S. DOT regulations. The policy statement for this program is available at:
<https://www.oregonmetro.gov/about-metro/doing-business-metro/how-become-metro-vendor>
- c) Metro shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. Metro shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. Metro's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to Metro of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- d) The contractor agrees and assures that it will include the following assurance in each subagreement and third-party contract it signs with a Third Party and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

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- i) The contractor, sub-recipient, 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 CFR 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 Metro deems appropriate, including withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).
- ii) To the extent authorized by applicable federal laws, regulations, or requirements, the subrecipient/contractor agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in compliance with U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26.

(FTA Master Agreement, §12.e)

H. Incorporation of 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.

(FTA Master Agreement, §16.d)

I. Prompt Payment

The contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from Metro. The prime contractor agrees

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further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of Metro. This clause applies to both DBE and non-DBE subcontracts.

The contractor agrees to maintain records and documents of payments to DBEs for six years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of Metro or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The contractor must promptly notify Metro 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 Metro.

(49 CFR 26.29)

J. Prohibition on Certain Telecommunications 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).
 - a. 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

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- subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. 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.

(2 CFR 200.216)

K. 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).

(FTA Master Agreement, §26)

L. 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

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the Contractor or Agency.

Distracted Driving

The Contractor is encouraged 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.

(FTA Master Agreement, §34)

M. Domestic preferences for procurements.

The Contractor or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards and subcontracts.

The Contractor or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

(2 CFR 200.322 and 323)

N. 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

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(c) Use forced labor in the performance of the Contract or Subcontracts thereunder.

(FTA Master Agreement, §4.f)

O. Right of the Federal Government to Terminate

(a) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

(1) The Recipient has failed to make reasonable progress implementing the Award;

(2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or

(3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

(b) Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.

(c) Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with “no year” funds can receive FTA assistance to the extent FTA deems appropriate.

(d) Uniform Administrative Requirements. These termination rights are in addition to

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and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

(FTA Master Agreement, §11)

(Additional clauses relating to termination, as required by 2 CFR 200 Appendix II and FTA Master Agreement, §16.d.2, are included in the body of the contract.)

P. Debarment and Suspension.

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 this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Metro. If it is later determined by Metro that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, throughout the period of the contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(FTA Master Agreement, §4.h)

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Q. Notice to FTA and U.S. DOT Inspector General of Waste, Fraud, Abuse

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify Metro and the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Contractor is located. The Contractor 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 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 Contractor must promptly notify Metro and 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 Contractor 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 Contract or another agreement between the Contractor 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.

(FTA Master Agreement, §39.b)

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R. Lobbying Restrictions

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 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 non-appropriated 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.

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(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;

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- (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 \$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.

(FTA Master Agreement, §4.c)

S. Clean Air and Water

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.

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- (2) The contractor agrees to report each violation to Metro and understands and agrees that Metro will, in turn, report each violation as required to 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 Metro and understands and agrees that Metro will, in turn, report each violation as required to 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.

(FTA Master Agreement, §16.d.7)

T. Buy America: Preference for United States Products and Services.

Except as the Federal Government determines otherwise in writing, the Recipient agrees to comply with FTA's U.S. domestic preference requirements and follow federal guidance, including:

- (a) *Buy America*. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j)

(FTA Master Agreement, §15.a)

Exhibit C, Attachment A – Lobbying Certification



600 NE Grand Avenue
Portland, OR 97232-2736

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form is subject

Exhibit C, Attachment A – Lobbying Certification



600 NE Grand Avenue
Portland, OR 97232-2736

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to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

The Grantee, **Clackamas County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Grantee's Authorized Official

Name (Printed)

Title

Date