

**AGREEMENT BETWEEN WASHINGTON COUNTY AND YAMHILL COUNTY/YAMHILL COUNTY
TRANSIT AREA ACKNOWLEDGING DISTRIBUTION FROM WASHINGTON COUNTY'S
STATEWIDE TRANSPORTATION IMPROVEMENT FUND ALLOCATION TO SUPPORT SERVICE
OPERATIONS FOR YCT ROUTE 33 (MCMINNVILLE-HILLSBORO)**

This AGREEMENT is entered into this 24th day of April, 2025 by and between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County"; and between Yamhill County (County), a political subdivision of the State of Oregon, acting through Yamhill County Transit Area (YCTA), a County Service District, formed under Oregon Revised Statutes (ORS) 451, acting by and through its Board of Directors/County Commissioners referred to as (YCT).

RECITALS

Whereas, the Oregon Transportation Commission approved the Statewide Transportation Improvement Fund Formula Program for the FY2024-FY2025 STIF Formula Cycle on May 9, 2023; and

Whereas, TriMet is designated as the Qualified Entity by HB 2017 to disburse Statewide Transportation Improvement Funds for public transportation in the three-county metro area for transit projects in the Statewide Transportation Improvement Fund (STIF) Plan; and

Whereas, TriMet entered into an intergovernmental agreement with Washington County to disburse the FY2024-FY2025 Statewide Transportation Improvement Funds on June 15, 2023; and

Whereas, the County's Transit Development Plan identifies opportunities for partnerships with intercity services operated by adjacent counties and the State of Oregon, including operations assistance and/or improving stop and schedule coordination between intercity routes and local community connector services provided by Ride Connection, Inc.; and

Whereas, YCT currently operates the Route 33 bus between McMinnville and Hillsboro on weekdays with five round trips per day, serving the communities of Forest Grove, Gaston, Cove Orchard, Yamhill and Carlton along Oregon state routes 8 and 47; and

Whereas, YCT is experiencing budgetary constraints that will impact Route 33 service levels if additional funding is not secured; and

Whereas, the County recognizes the importance of maintaining a key public transportation link between McMinnville and Hillsboro that provides lifeline service to the community of Gaston; and

Whereas, the County has dedicated funds for the purpose of Interregional Coordination and operating assistance in its FY24-25 biennium STIF Plan that can be used to supplement the costs of operating the Route 33 service,

Now, therefore, County and YCT agree as follows:

Board Order No.: 25-229

AGREEMENT

1. YCT shall implement the scope of work described in Attachment A attached hereto and made a part of this Agreement. Work eligible for reimbursement under this Agreement may begin January 1, 2025.

2. YCT shall notify the County in writing no less than ninety (90) days prior to any service modification as described in Attachment A. A service change by YCT may result in an amendment or termination of this Agreement in the discretion of the County.

3. To the extent applicable, County and YCT agree to adhere to all terms and conditions of the Subrecipient Agreement with TriMet (Attachment B) that regulates the disbursement of STIF revenues from ODOT to the County in accordance with state procedures and requirements. YCT shall assist County in complying with the Audit and Compliance requirements as provided in Section 2 of Attachment B.

4. Non-Discrimination

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

b. YCT shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, YCT expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations

5. Vehicle and Operator Requirements.

a. YCT shall ensure that all drivers have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry sixteen (16) or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). YCT shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

b. YCT shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by YCT's own policy or as provided for in a contract with a vendor or contractor.

6. Indemnification

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

b. YCT, nor any attorney engaged by YCT, shall not defend any claim in the name of TriMet or County nor purport to act as legal representative of TriMet or County without the prior written consent of TriMet or County. TriMet or County may, at any time at its election, assume its own defense and settlement in the event that it determines that YCT is prohibited from defending TriMet or County or that YCT is not adequately defending TriMet's or County's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet or County to do so. TriMet and County reserves all rights to pursue claims it may have against YCT if TriMet or County elects to assume its own defense.

7. **Insurance.** YCT shall obtain and maintain insurance of the types and in the amounts provided in Exhibit B of Attachment B.

8. **Retention of Records.** YCT shall retain and keep and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.

9. **Progress Reporting.** YCT shall assist County in complying with all reporting requirements provided in Attachment B. YCT shall report revenue miles, revenue hours and rides for Line 33 service including the portion in Washington County on quarterly and annual basis to ODOT.

10. **Termination.** The Agreement between YCT and County may be terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. The parties shall, in good faith, agree to such reasonable provisions for winding up the Agreement as necessary.

IN WITNESS THEREOF, the County and PROVIDER have executed this AGREEMENT as of the date set forth above.

FOR THE COUNTY

FOR YAMHILL COUNTY

DocuSigned by:
Marni Kuyf
65BDD494A448440...
Marni Kuyf
Deputy County Administrator

DocuSigned by:
Kit Johnston
8E58DDA684AB476...
Kit Johnston
Chair, Board of Commissioners

Date: 7/1/2025 | 10:24 PDT

Date: 7/18/2025

Approved by the BOC on:
07/17/2025 via Board Order No.:
25-229

ATTACHMENT A: SCOPE OF WORK

Provider shall implement the public transportation projects described below using Statewide Transportation Improvement Funds (STIF).

Public Transportation Projects:

YCT Route 33 (McMinnville to Hillsboro)

Task 1: Operate five weekday roundtrips at an average of 330 revenue service hours per quarter in Washington County for the duration of the agreement through June 30, 2027 (based on the existing service pattern and operating costs provided by YCT to the County as of November 11, 2024 and appended to this attachment).

Provide service at the following stops in Washington County:

- OR 47 at Park Street in Gaston (to be relocated to Main Street by end of FY27)
- Pacific Avenue (OR 8) at Quince Street (OR 47) in Forest Grove (to be relocated to the 2900 Block Pacific Avenue and 19th Way & 19th Avenue TriMet stops by end of FY25)
- OR 8 at 4th Avenue and 20th Avenue TriMet stops in Cornelius (scheduled to open by end of FY25)
- Hillsboro Transit Center (to be relocated to 4th Avenue at Washington Street by end of FY25)

Funding:

The estimated budget for the scope of work available for YCT is shown below:

Project	Description	Task	Category	Budget
Inter-regional Coordination	Yamhill County Transit Route 33 Service Subsidy in Washington County	1	Operating Assistance	\$75,000
Total				\$75,000

Invoicing:

YCT will submit quarterly invoices to County in accordance with the following schedule. YCT and County agree that invoiced services shall not exceed the firm fixed price of \$75,000, unless agreed to in writing.

The invoice must include the following information:

- The document must be named as an “Invoice”
- Date of invoice
- Name of firm and person sending invoice (include phone number)
- Project name and County-assigned project and task numbers as shown below
- Names of County-assigned Project Manager and Accounting Manager as shown below
 - Project Manager: Reza Farhoodi
 - Accounting Manager: Anthony Nguyen
- Task, category, and description of professional services as shown below
- Period services provided (start and end dates)
- Percent of budget expended to date by task
- Number of revenue hours operated in Washington County
- Invoice amount

Project Name	Project and Task Numbers	Description	Task	Category	Rate or fee
Inter-regional Coordination	100453 47.1	Yamhill County Transit Route 33 Service Subsidy in Washington County	1	Operating Assistance	Invoiced quarterly at \$7,500

Friday, April 11, 2025 at 15:34:58 Pacific Daylight Time

Subject: [EXTERNAL] Route 33 Costs- STIF
Date: Tuesday, November 12, 2024 at 12:49:59 PM Pacific Standard Time
From: Cynthia Thompson
To: Reza_Farhoodi@washingtoncountyor.gov
Attachments: image001.png

Reza,

Below is a summary of the costs for Route 33 for the 25-27 Biennium. This is also the cost currently. We just received an increase in our rate so the \$110/hour is our current rate with our service provider First Transit/Transdev.

- Is the route fully funded by STIF or are there other funding sources? **In the current STIF plan Route 33 is not a separate project but a portion of the route is paid for with STIF funds because we have a project that covers the new First Transit contract/wages/improved benefits etc. and that funds about ½ of our existing core services which includes Route 33.**
- If it is funded by STIF, how much exactly are you inputting for revenue hours and miles?- **The combined total of core services which includes Route 33 is reported in the current STIF. In the 25-27 STIF I am not sure how we will handle it yet. But below you can see the total annual miles/hours.**
- How much exactly are you forecasting total operation costs for the route in the coming biennium? **\$311,000/annually and \$622,000 for the biennium. Therefore, the Wa Co share is about 10% of the overall cost.**

YCT 33 breakdown								
	Based on:							
	4:45p	3:32p	% of route	% of hours	Cost @ \$110 per hour	% of cost	Annual Miles	Annual Hours
McMinnville-Gaston	34	33	53%	1488	\$164,000		8610	1488
Gaston-Hillsboro	30	30	47%	1332	\$147,000		7710	1332
Total	64	63	100%	2820	\$311,000		16,320	2820
Rate					\$110			
							Annual Miles	Annual Hours
Wa Co Share - per year					\$30,000	10%	1,574	272
Wa Co Share - per biennium					\$60,000		3,149	544

Cynthia

Cynthia Thompson
 Transit Manager
 Yamhill County Transit
 535 NE Fifth Street
 McMinnville, Oregon 97128
 503-474-4910
thompsonc@yamhillcounty.gov

CAUTION: This email originated from outside the County. Exercise caution when opening attachments or clicking links from unknown senders. Always follow the guidelines defined in the KnowBe4 training when opening email received from external sources. Contact the ITS Service Desk if you have any questions.

Exhibit A
 B.O. 25-229

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT No. GG230841EVL
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
STATEWIDE TRANSPORTATION IMPROVEMENT FUNDS**

PARTIES:

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

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

2. Washington County, a political subdivision of the State of Oregon qualifies as a Public Transportation Service Provider (Subrecipient).

DEFINITIONS:

As used in this Agreement, which includes all Exhibits:

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

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

RECITALS:

1. In 2017, the Oregon Legislature established the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. In 1985, the Oregon Legislature created the Special Transportation Fund (STF) to support elderly and disabled transportation services. In the 2020 First Special Session, the Oregon Legislative

Assembly passed Senate Bill 1601 (2020 Or Laws Chapter 15), effective July 1, 2023. Upon the effective date, the former STF program will be merged into STIF program. The combined funds will be referred to as STIF Formula Funds distributed pursuant to ORS 184.758(2)(a). Consistent with the purpose of the former STF program, a portion of the STIF Formula Funds under ORS 184.758(2)(a) shall be dedicated to transit services for older adults and individuals with disabilities, and will be included in the STIF Plan.

3. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. Unless approved by the Oregon Department of Transportation, STIF Formula Funds may not be used to supplant local and regional agency moneys currently dedicated to Subrecipient.
4. The Commission has approved TriMet's multi-year Plan for use of STIF Formula Funds for the period of Fiscal Year 2024 (July 1, 2023) through the end of Fiscal Year 2025 (June 30, 2025). TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
5. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
6. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provides Public Transportation Services, as specified in this Agreement.
7. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more projects specified in the approved STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:

1. General

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement, including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's approved STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds Program, including but not limited to the QE – Subrecipient Oversight Compliance Guide (the current version of the Compliance Guide as well as other STIF Formula Fund resources, which are available at <https://www.oregon.gov/odot/RPTD/Pages/STIF-Reporting-and-Technical-Resources.aspx>) and all amendments and addendums to such resources, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A-F, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F. This Agreement is subject to any written agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended in writing to incorporate those changes.

- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management.
- 1.3. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any lower tier subcontract/subaward entered into. Subrecipient shall require any subcontractor/subrecipient performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.4. Exhibit E reflects funding sub-allocations made by TriMet to Subrecipient and other Public Transportation Service Providers in TriMet's Area of Responsibility. Exhibit E, Part 1 reflects the methodology and disbursement factor for the Payroll-Based Formula funds. Exhibit E, Part 2 reflects the methodology and disbursement for the Population-Based Formula funds. Exhibit E Part 3 represents disbursement factor development methodology used by TriMet to allocate the Payroll-Based Formula Funds identified in Part 1. Subrecipient agrees that TriMet has shared all data used to develop the sub-allocation methods in Exhibit E with Subrecipient as relevant, included in its STIF Plan.
 - 1.4.1. Subrecipient and TriMet agree that the set funding amount for Population-Based Funds designated for Subrecipient and other Public Transportation Service providers in Exhibit E, Part 2 represents, to the extent possible and using the best available data, Subrecipient's share of the Population-Based funds as approved by the Oregon Transportation Commission.
 - 1.4.2. Subrecipient and TriMet agree that the funding amount for Regional Coordination funds, if any, of STIF Formula Funds designated for Subrecipient in Exhibit E, Part 1 represents, the amounts agreed upon by the HB 2017 Transit Advisory Committee, which is the advisory committee established pursuant to ORS 184.761.
 - 1.4.3. Notwithstanding 1.4.2, if Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E, Part 1 represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.5. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.
- 1.6. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit E, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest, to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the current STIF Plan has been reached, or disbursed in accordance to the subsequent STIF Plan approved by the Commission. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula Funds or interest earned on those funds.

- 1.7. Once payments to Subrecipient have reached at least 75% of the Subrecipient's annual amount identified in the STIF Plan per Exhibit E, in the following quarterly allocation from ODOT, TriMet will first apply the agreed upon allocation percentages to all the Subrecipients and make adjustments to that allocation to ensure each Subrecipient is fully funded, assuming no shortages in funding from the approved STIF Plan is determined.
 - 1.7.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit E will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.8. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule shown as "Plan Budget" on Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree, in writing, otherwise.
- 1.9. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.
- 1.10. TriMet is not responsible for satisfying Subrecipient's budgetary shortfalls or remedying delays in funding to Subrecipient for any reason beyond TriMet's direct control. TriMet will work with ODOT and Subrecipient, to a reasonable degree, to remedy delays or discrepancies.

2. Audit and Compliance Review

- 2.1. All audit and compliance review requirements shall be based on the written guidance provided by ODOT regarding the responsibilities of the QE to conduct oversight activities. This guidance, currently captured in "QE- Subrecipient Oversight Compliance Guide" dated June 2021, shall be incorporated by reference and any subsequent amendments to that guide shall be incorporated into the audit and compliance processes as outlined in this agreement. In the event the parties cannot reach resolution, ODOT shall have responsibility to determine in writing any disagreements regarding implementation of the QE guidance.
 - 2.1.1. Subrecipient oversight should not duplicate oversight in areas already monitored by ODOT, FTA, or otherwise evaluated through the independent audit process.
- 2.2. Subrecipient shall conduct an agreed-upon procedure (AUP) to satisfy the annual financial audit of the STIF Formula Funds received and expended by the Subrecipient pursuant to this Agreement and OAR 732-040-0015. AUP will be carried out by an independent licensed public accountant contracted by the Subrecipient in conjunction with the Subrecipient's annual financial audit or as a separately contracted out independent ad-hoc audit carried out by a licensed public accounting firm contracted by the Subrecipient. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.3. All financial audits prepared pursuant to Section 2.1 shall include the AUP engagement requirements, developed by ODOT, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide, and in accordance with Generally Accepted Government Auditing Standards (GAGAS), as well as annual expense testing as that meets the QE expense testing requirement as outlined in the QE- Subrecipient Oversight Compliance Guide. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as

referenced in Section 2.1 and will be reimbursed to Subrecipient as a cost of the STIF Project or Projects from the Subrecipient's STIF allocation as included in the subrecipient's approved STIF Plan. The AUP and expense testing will be completed at the same time as the Subrecipient's annual financial audit if possible and results of the AUP and expense testing shall be submitted within 30 days of the submission of the finalized financial audit report, unless a change is mutually agreed by TriMet and Subrecipient.

- 2.4. If expense testing is performed by a third party auditor as authorized by the QE-Subrecipient Guide, the results of the expense testing shall be submitted to TriMet within 30 days after finalized report has been issued by the auditor.
- 2.5. In conjunction with the above-described audit and expense testing, as directed in writing by ODOT, TriMet may request additional information regarding specific projects or services. Provided, however, that it is the intent of the parties that TriMet will not request additional information if doing so would be duplicative of audits previously performed by Subrecipient or ODOT. As such, TriMet may not request an additional audit if either ODOT or Subrecipient has previously performed an audit (1) that covered the same time period as the audit requested by TriMet; (2) involved a review of the information required by OAR 732-040-015; and (3) was otherwise consistent with any audit procedures or requirements set forth in an ODOT-approved guidance document.
- 2.6. Subrecipient shall be subject to periodic on-site compliance reviews, by TriMet, or a third-party auditor contracted by the Subrecipient, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide. The purpose of the compliance site review is to ensure that Subrecipient has appropriate and adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include, but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug and alcohol regulations, charter and school bus, and safety and asset management.
 - 2.6.1. This review shall occur at a frequency outlined in the QE- Subrecipient Oversight Compliance Guide or in amended guidance, and will not duplicate any materials that have already been tested as part of the completion of the annual AUP, expense testing, or any audits or reviews completed by ODOT or FTA during the period of review.
 - 2.6.2. Alternative methods of this review (i.e., desk review) are acceptable, however, require prior approval by ODOT.
- 2.7. The following reports are required as part of the Subrecipient's annual Financial Statement audit, in conjunction with the AUP engagement and expense testing:
 - 2.7.1. When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor.

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

"We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of

STIF Formula funds identified in the approved FY2024-2025 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management.”

2.7.2. No later than 30 days after receipt of the auditor’s financial report, Subrecipient will provide an electronic copy of the following documents to TriMet through the Nextcloud Dropbox or emailed to TriMet STIF Compliance Monitoring Team <STIFCompliance@TriMet.org>:

2.7.2.1. Audited Financial Statement Report (or Annual Comprehensive Financial Report (ACFR)) and Single Audit, when applicable;

2.7.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;

2.7.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards;

2.7.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance, when applicable;

2.7.2.5. Management Representation Letter with the representation language described in 2.7.1;

2.7.2.6. Agreed-Upon Procedures Report as required by ODOT as described in 2.2;

2.7.2.7. Any written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement, when applicable;

2.7.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;

2.7.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.

2.7.2.10. If applicable, Subrecipient will provide the asset inventory list as described in Exhibit C Capital Asset Requirements

2.8. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

Subrecipient shall ensure that its agreements or contracts with lower tier subrecipients or subcontractors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon,

or their authorized representatives, access to data and records held by the Subrecipient or contractor as described in this Section.

3. Accounting Requirements

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

4. Reporting Requirements

- 4.1. Unless already described under Section 2, Audit and Compliance, in addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
 - 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted, no later than 30 days after adoption and in the same format as published for the public. A lower tier subcontractor or subrecipient is not required to submit its organization's annual budget to TriMet.
 - 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:
 - 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section must be submitted to TriMet no later than 30 days after receipt of the final results. A copy of information submitted under this Section 4.1.2 must be sent to TriMet no later than 30 days after submittal to the requesting agency.
 - 4.2.1. Subrecipient will provide TriMet with information that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit F, the ODOT STIF Formula Fund Reporting Requirements Overview.
- 4.3. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report shall also provide information confirming that the funds disbursed under OAR 732-045-0010(1)(a) have been used to support transit services for older adults and individuals with disabilities. The quarterly report must be submitted no later than 30 days following the end of a quarter.
 - 4.3.1. The quarterly reporting periods for each STIF Plan year are:
 - 4.3.1.1. January through March
 - 4.3.1.2. April through June
 - 4.3.1.3. July through September
 - 4.3.1.4. October through December

- 4.4. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 4.5. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 4.6. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan any funds carried forward.
- 4.7. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including, an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funds requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient, TriMet may withhold future STIF Formula Funds payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:
 - 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
 - 5.2.2. The Subrecipient or its lower-tier subrecipient or subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;
 - 5.2.2. TriMet determines that there are unresolved audit findings relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this this Agreement;
 - 5.2.3. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
 - 5.2.3. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
 - 5.2.4. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
 - 5.2.5. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
 - 5.2.6. Subrecipient terminates this Agreement; or

5.2.7. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

6. Discrimination Prohibited/Compliance with Laws

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

7. Indemnification

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.
- 7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of vehicles purchased with STIF Formula Funds have a valid driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of

age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

- 8.2. To the extent allowed by Oregon law, Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a lower-tier subcontractor or subrecipient for the use of STIF Formula Funds.

9. Funding

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

10. Term

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

11. Communications

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

TriMet:

Program Manager for Reporting and Compliance:

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

Program Manager for STIF Program Questions:

Tom Mills, Director of Planning and Policy
101 SW Main St., Suite 400
Portland, OR 97204
503.962.4883
millst@trimet.org

Subrecipient:

For all communications:

Dyami Valentine
155 N. First Ave., #350, MS14
Hillsboro, OR 97124
503-846-3821
Dyami_Valentine@washingtoncountyor.gov

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

12. Assignment/Subcontracts

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

13. Mediation

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

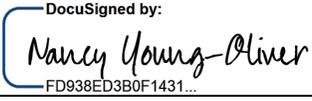
14. Entire Agreement/Authority

- 14.1. This Agreement, which includes the attached Exhibits A-F constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.
- 14.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 14.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

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

TRIMET

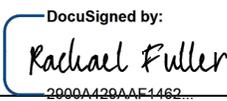
By: Nancy Young-Oliver
Executive Director, Finance and Administration

Signature:  FD938ED3B0F1431...

Date: 7/20/2023 | 08:36 PDT

Subrecipient

By: Rachael Fuller
Assistant County Administrator

Signature:  2900A426AAF1462...

Date: 7/17/2023 | 14:03 PDT

EXHIBIT A

SPECIFIC AGREEMENT PROVISIONS

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

1. Disbursement and Recovery of STIF Formula Funds.

- A. **Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 5 business days of TriMet's receipt of STIF Formula Funds from ODOT, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:
- i. Upon execution of this Agreement and to the extent TriMet has received funds from ODOT, TriMet shall disburse funds to the Subrecipient as outlined in Exhibit E. TriMet will make disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
 - ii. TriMet will provide a written summary of total funds received and total funds disbursed with each disbursement made under this Agreement to all Subrecipients.
- B. **STIF Plan Budget Revisions.** In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient's Project or between that Subrecipient's Projects as allowed under ODOT published guidance, Subrecipient's Project Manager will submit a transfer request to TriMet's Project Manager for Reporting and Compliance. TriMet will promptly request approval from ODOT on Subrecipient's behalf.

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

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

- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, including but not limited to program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

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

3. Retention of Records and Audit Expenses

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** Subject to the applicable limits of the Oregon Constitution and the Oregon Tort Claim Act, Subrecipient shall indemnify and hold harmless TriMet from the cost of any audits or special investigations to the extent arising from or related to Subrecipient's use of STIF Formula Funds in breach of this Agreement or applicable law. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

4. Subrecipient Sub agreement and Procurement

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

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

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

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

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

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

5. Termination

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

- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or

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

Following the termination of this Agreement or any Project as provided in this Section, Subrecipient shall promptly, but not longer than within 60 days, identify all unexpended funds and return all unexpended funds to TriMet. Unexpended funds are those funds received by Subrecipient under this Agreement that (i) have not been spent or expended to pay the costs or expenses of the Project or Projects; and (ii) are not required to pay costs or expenses of the terminated Project(s) that will become due and payable as a result of the termination of the Project(s).

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

6. General Provisions

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

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

With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually

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

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

subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.

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

EXHIBIT B
SUBRECIPIENT INSURANCE REQUIREMENTS

GENERAL

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

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

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.

- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

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

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.

- III. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

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

ADDITIONAL INSURED

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

"TAIL" COVERAGE

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

NOTICE OF CANCELLATION OR CHANGE

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

CERTIFICATE(S) OF INSURANCE

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

EXHIBIT C CAPITAL ASSET REQUIREMENTS

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

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

6. Subrecipient shall:

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

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

EXHIBIT D SUBRECIPIENT SCOPE OF WORK

Subrecipient Contact Information

- Name of Organization: Washington County
- Contact Person: Dyami Valentine
- Address: 155 N. First Ave., #350, MS14, Hillsboro, OR 97124
- Telephone: 503-846-3821
- E-Mail: Dyami_Valentine@washingtoncountyor.gov
- FAX: 503-846-3588

TriMet Contact for Reporting and Compliance:

- Contact Person: Erika Turney, Grants Manager
- Address: 101 SW Main St., Suite 500
- Telephone: 503.962.4832
- E-Mail: STIFCompliance@trimet.org and/or turneye@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Director, Mobility Planning & Policy
- Address: 101 SW Main St., Suite 400
- Telephone: 503.962.4883
- E-Mail: milst@trimet.org

Term of Contract:

7/1/2023 thru 6/30/2025

Total FY24-25 STIF Formula (with unspent funds/interest from prior STIF Plans): \$7,217,964

Total New FY24-FY25 STIF Formula (no unspent funds/interest): \$6,697,464

DESCRIPTION OF PROJECTS

Project Description:

Washington County will conduct the following activities with FY24-25 Statewide Transportation Improvement Formula Funds and Population Based Formula Funds received via TriMet:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
1	Transit Planning	Update Transit Development Plan and identify priorities for FY 2025-27 including evaluation of current services for meeting STIF goals	Task 1: Planning

2	WestLink	Inter-city shuttle service connecting the cities of Forest Grove, Banks, North Plains and Hillsboro with access to TriMet, Tillamook County Transit NW POINT, and Yamhill County Transit service providers.	Task 1: Operations
			Task 2: Signs/Shelters Purchase
			Task 3: Planning
3	Rural Demand Response	Provides general public access for rural door-to-door service for any purpose including medical, meals, shopping, recreation, volunteering or work. Services are provided door-to-door.	Task 1: Operations
4	Inter-Regional Coordination	Improve coordination with services provided by adjacent counties.	Task 1: Operations
			Task 2: Communications
			Task 3: Planning
5	Local Community Connector Services/Regional Coordination	Provides community connections and employment area access in areas not currently served by fixed route transit inside TriMet Service District to MAX, WES and Frequent Bus stops. Community Connectors funded through TriMet's Regional Coordination program.	Task 1: Program Reserve
			Task 2: Vehicle Purchase
			Task 3: Operations
			Task 4: Planning
6	Administration and Marketing	Manage STIF program, improve efficiency of service delivery, provide quality customer experience and increase awareness of services	Task 1: Project administration
			Task 2: Communications
7	Rural Workforce Shuttle	Provide point-to-point service to rural employment areas from urban areas.	Task 1: Operations
			Task 2: Planning

PLAN BUDGET:

STIF Plan Project Number	FY24	FY25	Prior Biennia STIF Funds Unspent	Prior Biennia STIF Interest Unspent
1	\$ 0	\$ 0	\$99,000	\$1,000
2	\$ 212,500	\$ 246,150	\$ 0	\$ 0
3	\$ 50,000	\$ 51,500	\$ 0	\$ 0
4	\$ 0	\$ 0	\$ 127,625	\$ 1,375
5	\$ 2,800,865	\$ 3,021,449	\$ 224,235	\$ 2,265
6	\$ 50,000	\$ 55,000	\$ 64,350	\$ 650
7	\$110,000	\$100,000	\$	\$
Subtotal	\$ 3,223,365	\$ 3,474,099	\$ 515,210	\$ 5,290
Grand Total (all funds):	\$ 7,217,964			
Grant Total (new funds):	\$ 6,697,464			

REPORTING:

Plan Outcomes	FY24-25 Plan	Quarterly Report	Annual Report
Revenue Miles	958,128	X	
Revenue Hours	74,231	X	
Rides	297,141	X	
Number of new shared stops with other transit providers	14	X	
Number of rides provided to students in grades 9-12	n/a	X	
Number of students in grades 9-12 served by demand response	n/a	X	
Other outcomes	n/a	X	
Number of individuals within a ½ mile of a transit stop for fixed route transit	247,792		X
Number of low-income households within a ½ mile of a transit stop for fixed route transit	18,808		X
Number of students in grades 9-12 attending a school served by transit	n/a		X
Number of rides to students in grades 9-12	43,120		X
Program Criteria			
Increased frequency to areas with a high percentage of low-income households			X
Expanded routes or services to areas with a high percentage of low-income households			X
Reduced fares in communities with a high percentage of low-income households			X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more			X
Improved frequency and reliability of service between communities in and out of the Qualified Entity’s area			X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service			X
Implementation of programs to provide student transit service for students in grades 9-12			X
Capital Assets			
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds		X	
Low-Income Tax Mitigation			
Report on mitigating the tax on low-income passengers			X
Audit Reports			
Copy of financial audits, including STIF procedures			X

EXHIBIT E

STIF FUNDING DISBURSEMENT FORMULA

EXHIBIT E PART 1

Payroll-Based Formula

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

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

EXHIBIT E PART 2
Population-Based Formula

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

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

EXHIBIT E PART 3

Disbursement Factor Development Methodology

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

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

EXHIBIT F

**Statewide Transportation Improvement Fund Formula
Fund Reporting Requirements Overview**

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

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

For Administrative Use Only – Z99999

Supplier Name: TriMet

Actual Contract Number (CustomText4): 23-1121

Department (Location): LUT - Admin.

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code):

Minute Order Date: 6/27/2023

Minute Order Number: MO 23-180

Master Contract Number (CustomText1): 23-1121

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - Admin.

BILL TO (LocBillTo): LUT - Admin.

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram): 209-607005

Contract Admin (Administrator): Ray Nielsen



WASHINGTON COUNTY OREGON

ATTACHMENT C INSURANCE REQUIREMENTS SUMMARY FORM

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker’s Compensation and Automobile Liability coverage.

It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.

1. COMMERCIAL GENERAL LIABILITY INSURANCE. Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement.**

- Not Required.
- COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than:
 - \$500,000 / \$1,000,000
 - \$1,000,000/\$2,000,000
 - \$2,000,000 / \$4,000,000
 - Other: \$ _____ each occurrence / aggregate for Bodily Injury and Property Damage.
 - ADDITIONAL INSURED ENDORSEMENT not required.

2. AUTOMOBILE LIABILITY INSURANCE. Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor’s vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.

- Not required.
- AUTOMOBILE LIABILITY INSURANCE with a combined single limit per accident, or the equivalent of not less than:
 - \$1,000,000
 - \$2,000,000
 - Other: \$ _____ each accident for Bodily Injury and Property Damage for Contractor’s vehicles whether owned, hired, or non-owned.
 - No requirement in excess of that required under state law.
 - Automobile Liability Additional Insured Endorsement is not required.

3. PROFESSIONAL LIABILITY INSURANCE Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.

- Not required.
- PROFESSIONAL LIABILITY INSURANCE with limits of not less than:
 - \$1,000,000/\$2,000,000
 - \$1,000,000/\$3,000,000
 - \$2,000,000/\$4,000,000
 - Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

4. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

OTHER: \$ _____

5. **OTHER COVERAGE(S) REQUIRED**

A. **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than

\$1,000,000

Other: \$ _____ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND

\$1,000,000

Other: \$ _____ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

B. **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than

\$ _____ each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.

C. **CYBER LIABILITY INSURANCE** with limits of not less than

\$1,000,000

Other: \$ _____ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

D. **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than

\$1,000,000

Other \$ _____ each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.

E. **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.

F. **BUILDER'S RISK** \$ _____ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk

Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.

G. **OTHER** (describe coverage and limits):

NOTES:

Extended Reporting Coverage ("Tail Coverage"). For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

Maximum Deductible/Retention. Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

Additional Insureds. The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

Insurance Certificates. Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

Subcontractor Insurance. Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.

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Supplier Name: Yamhill County OR

Actual Contract Number (CustomText4): 25-0692

Department (Location): LUT - Long Range Planning

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): IGA: Intergovernmental Agreement

Minute Order Date:

Minute Order Number:

Master Contract Number (CustomText1): 25-0692

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Expense Contract

SHIP TO (LocShipTo): LUT - Long Range Planning

BILL TO (LocBillTo): LUT - Long Range Planning

Project Number (CustomText2):

Chargeable Program Number (ChargeProgram): 209-607005

Contract Admin (Administrator): Anthony Nguyen