



**DAN JOHNSON**  
DIRECTOR

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

August 17, 2023

BCC Agenda Date/Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Grant Contract with Metro to prepare a Travel Options Action Plan. Total value \$239,608.00 includes local staff in-kind match of \$24,608. Match Funding through Road Fund. No County General Funds are not involved.**

<b>Previous Board Action/Review</b>	8/15/23: Request for consent 3/9/2023: BCC authorized DTD to apply for Regional Travel Options (RTO) grant at Business meeting.		
<b>Performance Clackamas</b>	Honor, Utilize, Promote and Invest in our Natural Resources Build a Strong Infrastructure		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	Yes
<b>Contact Person</b>	Scott Hoelscher	<b>Contact Phone</b>	503-742-4533

**EXECUTIVE SUMMARY:** The Department of Transportation and Development (DTD) has been awarded a Regional Travel Options (RTO) grant from Metro to develop a *Clackamas County Travel Options Action Plan*, which will serve as the travel options section of the County's Transportation System Plan (TSP). Oregon Statewide Planning Goal 12 directs localities to plan for travel options to provide transportation choices for people to access community destinations. The *Clackamas County Travel Options Action Plan* will result in a plan for programming within the county with the goal to provide and make people aware of travel options; reduce greenhouse gas emissions; and improve public health. The project is needed to meet diverse transportation needs of County residents and to comply with Oregon state law. The awarded grant funds will be utilized to procure a consultant to work with staff to develop the *Travel Options Action Plan*.

For Filing Use Only

**RECOMMENDATION:** Staff respectfully requests the BCC sign the attached contract for the Regional Travel Options (RTO) grant to develop a *Clackamas County Travel Options Action Plan*.

Respectfully submitted,

Dan Johnson

Dan Johnson  
Director of Transportation & Development

# RTO Program Grant Agreement



600 NE Grand Avenue  
Portland, OR 97232-2736

Metro Grant 938589

---

## Project: Clackamas County Travel Options Action Plan

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, Clackamas County, referred to herein as "Grantee," mailing address 2051 Kaen Road, Oregon City, OR 97045.

### 1. Background

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

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

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

Metro selected Grantee, through a competitive process, to receive partial funding for the purpose of supporting the **Clackamas County Travel Options Action Plan**. This project is expected to further the RTO Program effort toward accomplishing Regional Transportation Plan modal target of 40% non-SOV trips or higher, by the year 2040. The work plan elements outlined here are elements of a much larger Grantee work plan that the RTO program is funding, in part, for Metro fiscal years 23-24 through 25-26.

### 2. Effective Date and Duration

This agreement is effective upon execution by both parties and terminates July 1, 2026, unless terminated or extended as provided in this Agreement. Metro will reimburse allowable costs incurred on or after July 1, 2023, as set forth in the Scope of Work.

### 3. Scope of Work

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

### 4. Compensation

The total Agreement amount is **\$239,608.00**. This amount includes (1) FTA GRANT funds to be dispersed to Grantee not to exceed **\$215,000.00**; and (2) Grantee's non-federal local match of **\$24,608.00**.

# RTO Program Grant Agreement



600 NE Grand Avenue  
Portland, OR 97232-2736

Metro Grant 938589

---

## 5. Payment

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

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

- 2 CFR 200 - Uniform Guidance – Super Circular

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

## 6. Subcontracts

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

## 7. Records Maintenance – Access

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

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

Grantee must retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

# RTO Program Grant Agreement



600 NE Grand Avenue  
Portland, OR 97232-2736

Metro Grant 938589

---

## 8. Indemnity

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

## 9. Termination

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

## 10. Insurance

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

- a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Grantee's coverage will be primary.
- b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000.00 per occurrence
- c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000.00 per accident or disease.

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

## 11. Right to Withhold Payments

Metro has the right to withhold from payments due Grantee such sums as necessary, in Metro's reasonable discretion, to protect Metro against any loss, damage or claim which may result from Grantee's performance or failure to perform under this Agreement or the failure of Grantee to make proper payment to any suppliers or subcontractors. Metro will withhold 20% of the FTA grant funds, which it will release to Grantee after Metro accepts Grantee's final report.

# RTO Program Grant Agreement



600 NE Grand Avenue  
Portland, OR 97232-2736

Metro Grant 938589

---

## 12. Federal, State, and Local Law Compliance

Grantee must comply with the public contracting provisions of ORS chapters 279A, 279B and 279C and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Grantee must comply with all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations.

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

- the terms and conditions applicable to a “recipient” set forth in the November 2, 2022 FTA Master Agreement [FTA MA 30] or most recent between Metro and the FTA
- FTA Circular 5010.1E, Grant Management Requirements
- FTA Circular 4220.1F, 3<sup>rd</sup> Party Procurement Requirements
- 2 CFR 200 - Uniform Guidance – Super Circular

Grantee must comply with federal, state, and local laws, statutes, and ordinances relative to, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

## 13. Discrimination Prohibited

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

## 14. Ownership of Documents and Credit to Metro

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

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

# RTO Program Grant Agreement



600 NE Grand Avenue  
Portland, OR 97232-2736

Metro Grant 938589

---

## 15. Project Information

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

## 16. Independent Contractor Status

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

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

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

## 17. Assignment

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

## 18. Choice of Law

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

## 19. No Waiver of Claims

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

## 20. Modification

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

## 21. Severability

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

## 22. No Special or Consequential Damages

# RTO Program Grant Agreement



600 NE Grand Avenue  
Portland, OR 97232-2736

Metro Grant 938589

---

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

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

## Clackamas County

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Metro

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A – Scope of Work

Metro Grant 938589

## CLACKAMAS COUNTY TRAVEL OPTIONS ACTION PLAN SCOPE OF WORK

### Project Description

This project will develop the *Clackamas County Travel Options Action Plan (TO Action Plan)*, which will serve as the travel options section of the County’s Transportation System Plan (TSP). The *TO Action Plan* will comprehensively plan Travel Demand Management (TDM) programming for urban Clackamas County and identify new, innovative opportunities to improve access and mobility. Key project goals include reducing vehicle miles traveled, increasing access to travel options and improving public health. The project will focus on the urban area of Clackamas County.

TDM is the application of programs and activities to make it easier for people to travel without a single occupancy vehicle. TDM focuses on strategies and techniques to reduce vehicle demand on roadways by increasing the use of modes other than driving alone. TDM includes, but is not limited to, travel options such as van pools, commuter shuttles, bike parking, vehicle parking policy and employer programs such as reduced transit pass.

TDM solutions do not come packaged in “one-size-fits-all”. Therefore, it is necessary to determine which TDM activities are most suitable for Clackamas County given unique geographic challenges and limited transit. The project will identify strategies to help people living and working in Clackamas County better utilize the existing multimodal networks and provide direction on specific TDM actions and programming for investment during the 10-year planning horizon.

The yearlong plan development process for the *CC TO Action Plan* as detailed in the scope of work, will include four general steps: existing conditions analysis; public engagement; vision and goal setting; and travel options strategy prioritization, resulting in the final *TO Action Plan* document. Throughout the process, *TO Action Plan* will work with partners to eliminate duplication among organizations and create efficiencies. Task evaluation will be included at every stage to measure progress. In the last 18 months of the grant, county will implement 1-2 TDM strategies identified in the *TO Action Plan*. This is scope of work Task #5.

The project is needed to meet diverse transportation needs of residents and visitors and carry out policy direction. The Clackamas County Transportation System Plan (TSP) establishes the foundation that the county’s transportation system should include travel choices that result in a safe, connected network. TSP policy 5.E.1. states: “Implement Transportation Demand Management techniques – including education, encouragement, and enforcement- appropriate for all County residents.” In addition, the TSP sets Year 2040 Non-Drive Modal Targets for select employment areas: 45-55% of all vehicle trips shall be non-drive alone for Regional Centers; Station Communities; Corridors and 40-45 % for Industrial and Employment areas. Furthermore, in 2022 the Department of Land Conservation and Development (DLCDD) adopted the *Climate Friendly and Equitable Communities Strategy (CFEC)*, which requires local entities to plan for travel options in local transportation system plans. To comply with CFEC; meet County TSP mode targets; and carry out policy guidance, a *TO Action Plan* is needed.

# Exhibit A – Scope of Work

---

Metro Grant 938589

## Project Goals:

- Mitigate traffic congestion by reducing the number of trips using single occupancy vehicles (SOV) and vehicle miles traveled in Clackamas County.
- Increase access to and awareness of travel options in Clackamas County.
- Improve public health and well-being through increased walking and biking opportunities.
- Improve air quality and assist in reaching county climate goals by increasing use of travel options.
- Pursue a broad set of TDM strategies from multiple vantage points - programs, projects, and policies.
- Collaborate and share with TDM stakeholders, including equity groups and transportation disadvantaged populations.

## Expected Outcomes:

1. Concise *Clackamas County TO Action Plan* document that serves as the travel options section of the Clackamas County Transportation System Plan (TSP).
2. Clearly defined TDM vision and goals to guide future investment.
3. TDM Strategy Toolbox (e.g., “menu of TDM options”) suitable for future implementation in Clackamas County that can also be shared with local TDM partners.
4. Inventory of current TDM activities and programs, including county, cities and major employers.
5. Prioritized recommendations on future TDM strategies and projects to pursue.
6. Sustainable TDM program that invests in traditionally underserved and historically disadvantaged populations.
7. Up to five specific opportunities to leverage current TDM programming with new, innovative approaches.
8. Implementation of two “near-term TDM activities” identified during plan development.
9. Objective measures to evaluate success of TDM program.
10. Framework to establish partnerships with local businesses, cities and other stakeholders.

## Evaluation Plan:

# Exhibit A – Scope of Work

Metro Grant 938589

The evaluation of the *TO Action Plan* project will be determined by the successful completion of each task outlined in this scope of work. Quarterly reports will be prepared and shall include successes and struggles of each task and how they moved the project forward toward completion. Detail on how work accomplished and progress toward meeting specific goals and subtasks will be summarized. Although not included in the actual quarterly reporting and evaluation, it is anticipated that the final *TO Action Plan* will provide direction on how the county can measure and evaluate progress toward meeting TDM goals and objectives going forward.

## Project Staff:

Staff Name	Title	Project Role	Experience (yrs)	FTE
Scott Hoelscher	Senior Planner	Project Manager	15	0.25
Rob Sadowsky	Traffic Safety	Co-Manager	19	0.10
Brett Setterfield	Planner	Project Assistant	5	0.15
Ellen Rogalin	Engagement Spec.	Public Outreach	20	0.15

## Task 1: TDM Inventory and Existing Conditions

### Objectives

- *Understand and document existing TDM programming to lay the groundwork for determining future TDM activities.*
- *Summarize current best practices to help inform TDM Toolkit*

### Description

Within Clackamas County and greater Portland region there are a variety of organizations that perform a wide range of TDM activities. To establish an understanding of current and past TDM initiatives, the county in coordination with the consultant team shall conduct a “TDM Inventory and Existing Conditions Analysis.” An inventory of public and private sector initiatives will provide a foundation for the project and answer the questions - “who is doing what” and “what has been successful” in terms of TDM programming and activities.

The TDM Inventory and Existing Conditions analysis shall include current programming and initiatives within the last 10 years, including assessment of key accomplishments and partner organizations involved in program delivery, including available data sources that can inform future TDM programming. The inventory shall include both programmatic activities and regulatory review, such as zoning ordinance provisions related to new commercial and industrial development and include a review of current industry best practices to identify opportunities for innovation. A Travel Trends Analysis documenting employment concentrations; commuting patterns; Vehicle Miles Traveled (VMT); vehicle congestion areas; population growth forecasts; mode split

## Exhibit A – Scope of Work

---

Metro Grant 938589

(walking, biking, driving alone) shall be included. Task 1 shall include an *Opportunities and Challenges* analysis to help inform Task 4 strategy development and answer - what are potential barriers to implementing TDM in Clackamas County? and where are opportunities to grow and expand programming?

### Project Goals Fulfilled by Task:

- *Collaborate and share with TDM stakeholders, including equity groups and transportation disadvantaged populations.*

### Project Outcomes Fulfilled by Task:

- *Inventory of current TDM activities and programs, including county, cities and major employers.*

### Deliverables include, but are not limited to:

1.1 TDM Best Practices Summary Memo

1.2 Existing TDM Programs and Activities Summary Memo (including transit services in Clackamas County)

1.3 Travel Trend Analysis: mode share (drive alone, carpool, transit, walk, bike) in urban Clackamas County. Population, employment and commute trends.

1.4 Opportunities and Challenges Tech Memo

## **Task 2: Public Engagement Strategy**

### Objectives

- *Develop a strategy that embeds public involvement throughout project and that ensures collaboration with public and TDM stakeholders.*
- *Conduct engagement activities that ensure historically marginalized populations are able and encouraged to participate.*

### Description

Task 2 involves developing and implementing a robust *Public Engagement Strategy* to outline community involvement activities for the life of the project. This strategy will build upon and follow the guidelines outlined in the County's framework for inclusive community involvement and equitable outcomes. An early subtask will involve facilitating a meeting to develop the *Public Engagement Strategy* with the appropriate County partners from the Public and Government Affairs (PGA), Health, Housing and Human Services (H3S),

## Exhibit A – Scope of Work

---

Metro Grant 938589

and the Office of Equity and Inclusion Equity. The *Public Engagement Strategy* will leverage existing County partnerships with community-based organizations, non-profits, and other regional partners as appropriate. Engagement during the project will focus on activities to ensure historically marginalized populations are able and encouraged to participate. The *Public Engagement Strategy* will outline engagement activities, including, but not limited to:

A project kick-off meeting, in-person or virtual.

Non-traditional techniques such as focus groups, online open houses, surveys, and place-based (unstaffed) information, as appropriate.

Online Community survey

Clackamas TDM Steering Committee: coalition of community stakeholders to help shape and guide the project.

6-8 stakeholder interviews – both public and private.

The *Public Engagement Strategy* will:

- Satisfy Title VI outreach requirements.
- Identify the Project members responsible for executing public engagement action,
- Identify appropriate languages for translation.
- Include resources in budget and specific methods that will be used to engage BIPOC, communities of color and other communities not typically involved in the planning process.

Project Goals Fulfilled by Task:

- *Collaborate and share with TDM stakeholders, including equity groups and transportation disadvantaged populations.*
- *Sustainable TDM program that invests in traditionally underserved and historically disadvantaged populations based on the Clackamas County transportation equity index.*

Project Outcomes Fulfilled by Task:

- *Framework to establish partnerships with local businesses, cities and other relevant organizations.*
- *Sustainable TDM program that invests in traditionally underserved and historically disadvantaged populations based on the Clackamas County transportation equity index.*

Deliverable, include, but are not limited to:

2.1 *Public Engagement Strategy*: document detailing engagement goals and specific activities during life of project.

# Exhibit A – Scope of Work

---

Metro Grant 938589

2.2 Online Survey Results

2.3 Summary of Stakeholder interviews.

2.4 Minutes from TDM Steering Committee meetings.

## Task 3: Vision and Goals

### Objectives

- *Develop TDM Vision statement to guide plan development.*
- *Develop a set of TDM goals to direct investments for the next 10 years.*

### Description:

Based on Tasks 1 and 2 work, Clackamas County shall work with consultant to prepare TDM vision statement and TDM goals for the *TO Action Plan*. Consultant shall ensure the vision and goals work together to guide TDM strategic development. The overall TDM vision should be a concise paragraph (or shorter) setting the vision for TDM during the life of the planning horizon. The vision statement is the “ideal future condition that activities and programs in the *TO Action Plan* are working towards.” It is an important step to provide a foundation going forward. The vision statement should be referred to periodically to ensure project aligns with established TDM vision. If project is not progressing in alignment with the vision, adjustments can and should be made. To help achieve the vision, a set of goals will be developed. Goals are general statements of desired outcomes for the community as whole. Vision and Goals shall be based on foundational concepts generated during the existing conditions and best practices review as well as community engagement in Task 2. Vision and goals will be designed to comply with CFEC and Metro regional TDM goals.

### Project Goals Fulfilled by Task:

- *Pursue broad set of TDM strategies from multiple vantage points - programs, projects, and policies.*

### Project Outcomes Fulfilled by Task:

- *Clearly defined TDM vision and goals to guide future investment.*

### Deliverables include, but are not limited to:

3.1 TDM Vision Statement

3.2 TDM Goals

# Exhibit A – Scope of Work

---

Metro Grant 938589

## Task 4: TDM Recommendations and Plan Development

### Objectives

- *Identify TDM strategies suitable for implementation in urban Clackamas County*
- *Develop a visually appealing and concisely written Clackamas County TO Action Plan understandable to public.*

### Description:

Task 4 involves actual production of the *TO Action Plan*. Based on Task 1-3 foundational work, County shall work with consultant to identify TDM programming and project recommendations suitable for implementing in Clackamas County given topographical constraints, low density development pattern and limited transit. The final document will serve as the travel options section of the TSP and be brought forth to the Board of County Commissioners (BCC) for adoption. The *TO Action Plan* will provide direction and recommendations to county on what activities to pursue to meet the vision and goals developed in Task 3. Final plan components at a minimum shall include, but are not limited to:

- Vision Statement and TDM Goals developed in Task 3
- Toolbox of TDM Strategies (e.g., “menu of option”) to increase the efficiency of the transportation system, including but not limited to planning level costs, description, partners, benefits and challenges of implementing each toolbox strategy.
- Partnership Framework
- Qualitative performance measures for tracking success of TDM strategies.
- Implementation Plan (including cost estimates; and responsible agency for implementation).
- Priority TDM “actions” for implementation

### Project Goals Fulfilled by Task:

- *Reduce traffic congestion by reducing the number of trips using single occupancy vehicles (SOV) and vehicle miles traveled in Clackamas County.*
- *Increase access to and awareness of travel options in Clackamas County.*
- *Improve public health and well-being through increased walking biking.*

# Exhibit A – Scope of Work

---

Metro Grant 938589

## Project Outcomes Fulfilled by Task:

- *Concise Clackamas County TO Action Plan document that serves as the travel options section of the Clackamas County Transportation System (TSP).*
- *TDM strategy toolbox (or a Menu of TDM Options) suitable for future implementation in Clackamas County that can also be shared with local TDM partners.*
- *Prioritized recommendations on future TDM strategies and projects to pursue.*
- *Clearly articulated opportunities to leverage current TDM programming with new, innovative approaches.*

## Deliverables include, but are not limited to:

- 4.1 TDM Strategy Toolbox: 8-10 TDM programs suitable for county implementation considering land use context, parking abundance, limited available transit, topography and other challenges.
- 4.2 TDM Strategy Prioritization Criteria: criteria and methodology to select strategies for implementation.
- 4.3 TDM Implementation Briefs for Priority Strategies: briefs shall include, but not limited to: partners needed to implement; other stakeholders to engage; description; approximate cost to implement the strategy; benefits and challenges and recommended methodology to measure success.
- 4.4 Partnership Framework: Partnerships and strategies for collaboration to sustain TDM program and deliver prioritized strategies.
- 4.5 Final Plan: *Clackamas County Travel Options Action Plan* document.

## **Task 5: Pilot Project Implementation**

### Objectives

- *Implement 1-2 TDM strategies identified in the Clackamas County TO Action Plan.*

### Description

Using the TDM Toolbox and TDM Implementation Briefs created in Task 4, project team consisting of county staff and consultant team shall deliver up to two TDM pilot projects. Projects selected shall align with the budget and timeline established in the RTO grant. Implementation may build off past initiatives or deliver a new innovative strategy. An example of a Clackamas County TDM pilot project is a “low-hanging fruit” action such as marketing support for Clackamas Connects commuter shuttles in the Clackamas Industrial area and

# Exhibit A – Scope of Work

Metro Grant 938589

Oregon City. Implementation shall be based on the public input and planning process outlined in SOW Tasks 1-4 and prioritized strategies identified in the *TO Action Plan*. Task 5 shall also include performance measures to track progress toward meeting objectives and an evaluation plan. Performance measures should be quantifiable, based on available data, grounded in equity, and tied to goals established in Task 3.

Project Goals Fulfilled:

- *Increase access to and awareness of travel options in Clackamas County.*
- *Improve air quality and assist in reaching county climate goals by increasing use of travel options.*

Project Outcomes Fulfilled:

- *Implementation of two “near-term TDM activities” identified during the plan development portion of the project.*
- *Objective measures to evaluate success of pilot project implementation.*

Deliverables, including but not limited to:

- 5.1 TDM Strategy No. 1 Implementation. (activity for implementation and partners will be determined during plan development process)
- 5.2 TDM Strategy No. 2 (activity for implementation and partners will be determined during plan development process.
- 5.3 Post pilot project implementation community survey
- 5.4 TDM Evaluation Plan

## Project Schedule

Task	Task Title	Schedule
1	TDM Inventory and Existing Conditions	6 months after Notice to Proceed
2	Public Engagement Strategy	8 months after Notice to Proceed
3	Vision and Goals	9 months after Notice to Proceed
4	TDM Recommendations & Plan Development	18 months after Notice to Proceed
5	Pilot Implementation	24 months after Notice to Proceed

# Exhibit A – Scope of Work

Metro Grant 938589

**Budget:**

Organization	Clackamas County							
Proposed Grant Budget								
Expense Category	Detail	Estimated FTE	Total	Task 1	Task 2	Task 3	Task 4	Task 5
Staff Time			\$ -					
			\$ -					
			\$ -					
			\$ -					
Materials and Supplies								
Anticipated Implementation Supplies and Materials			\$ 22,000					\$ 22,000
			\$ -					
			\$ -					
			\$ -					
Contracted Services								
Contractor 1	Action Plan Development and Strategy Implementation		\$ 193,000	\$ 18,500	\$ 27,600	\$ 12,000	\$ 55,300	\$ 79,600
			\$ -					
			\$ -					
Approved Indirect Costs			\$ -					
<b>Total Grant Request</b>		<b>0</b>	<b>\$ 215,000</b>	<b>\$ 18,500</b>	<b>\$ 27,600</b>	<b>\$ 12,000</b>	<b>\$ 55,300</b>	<b>\$ 101,600</b>

Approved Indirect Cost Rate	
Requested Grant	\$ 215,000.00
Local Match 10.27%	\$ 24,608
<b>Proposed Total Budget</b>	<b>\$ 239,608</b>

Local Match			
Source of Funding	Type of Funding	Notes	Amount
County Staff	In-Kind Staff	Traffic Safety	\$ 12,304
County Staff	In-Kind Staff	Senior Transportation Planner position	\$ 12,304
<b>Total</b>			<b>\$ 24,608.00</b>

Estimated Grant Funded Expenditures by Year	
Year 1	\$ 58,100
Year 2	\$ 55,300
Year 3	\$ 101,600
<b>Total</b>	<b>\$ 215,000</b>

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

(1) FTA GRANT funds to be dispersed to Grantee not to exceed **(\$215,000.00)**

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

(2) Grantee's non federal local match (10.27%) of **(\$24,608.00)**.

(3) Grantee will not be requesting indirect costs.

## Exhibit A – Scope of Work

---

Metro Grant 938589

Grantee's invoices must include:

- Metro Grant number (**938589**)
- Grantee name
- remittance address
- invoice date
- invoice number
- invoice amount
- Local Match amount
- itemized statement of work performed and expenses incurred during the invoice period
- **Required** to be submitted quarterly and uploaded into ZoomGrants

# Exhibit B

## Partnership Requirements

---

### Partnership Requirements

All grantees, including all project or program team members, will engage in a partnership with Metro, RTO Program staff and other RTO program partners to fulfill grant goals and scope. The purpose of partnership requirements is to set up partners for success in their grant projects. Grantees must consider the Partnership Requirements during the planning, measurement, and reporting of their grants and include steps during these processes to complete the requirements where appropriate. Partners are responsible for communicating these requirements to appropriate staff members. Partnership requirements apply to anything included in this grant agreement or made possible by the grant agreement. Exceptions to the requirements can be requested by emailing RTO Program staff and if agreeable, may be granted with confirmation provided in writing by RTO Program staff. RTO Program staff is available to support partners by providing tools, guidance and collaboration to achieve a successful grant project and abide by the Partnership Requirement. These resources are detailed in the RTO 2023 – 2026 Grantee Guide.

### Instructions: Read and initial

#### Applying Strategies and Collaborating with RTO Partners

Grantee will review the 2018 RTO Program Strategy, the RTO Program Racial Equity Strategy, and (where applicable) the RTO Commute Program Action Plan and Get There Framework. If the grant is focused on commute options, grantee will coordinate frequently with RTO Commute Program staff and partners, and abide by the work plan and brand guidelines included in the Get There Framework.

#### Project Materials

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

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

#### Events and Media

Grantee will mention support provided by Metro and the Federal Transit Administration in press releases. Grantee will contact RTO Program staff as soon as possible if a reporter or media outlet inquires about efforts related to this grant project in order to consider partnership highlights. Grantee will contact RTO Program staff as soon as possible for any events or ceremonies in order to discuss if a Metro official should attend an event.

#### Measurement and Evaluation

Grantee will communicate, monitor and track progress, demonstrate impact, document lessons learned, and be accountable and transparent to Metro, partners and the benefiting communities. Grantee will abide by the Evaluation Plan included in the Scope of Work (Exhibit A).

If collecting automated data (for example, bike/ped counters), grantee will add the data to the PSU Bike-Ped Data Archive, linked on the RTO Program Basecamp. If the project includes conducting a survey, grantee will contact RTO Program staff for assistance and provide a draft to RTO Program staff. The grantee must update RTO Program staff with details confirming that the groundwork is set for this grant project to deliver measured results.

# Exhibit B

## Partnership Requirements

---

### Use of ZoomGrants

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

\_\_\_\_ **Initial Here**

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

The Grantee agrees to comply with all applicable Federal Clauses as outlined in the **November 2, 2022 FTA Master Agreement [FTA MA 30]**, or most recent, including, but not limited to, the following:

### **A. No Federal Government Commitment or Liability to Third Parties.**

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

(1) The Federal Government does not and must not have any commitment or liability related to the Underlying Agreement, to any Third Party Participant at any tier, or to any other person or entity that is not a party (FTA or the Recipient) to the Underlying Agreement; and

(2) Notwithstanding that the Federal Government may have concurred in or approved any Solicitation or Third Party Agreement at any tier that may affect the Underlying Agreement, the Federal Government does not and must not have any commitment or liability to any Third Party Participant or other entity or person that is not a party (FTA or the Recipient) to the Underlying Agreement.

*(FTA Master Agreement, §3.l)*

### **B. False or Fraudulent Statements or Claims.**

(1) Civil Fraud. The Recipient acknowledges and agrees that:

(i) Federal laws, regulations, and requirements apply to itself and its Underlying Agreement, including the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31.

(ii) By executing the Underlying Agreement, the Recipient certifies and affirms to the Federal Government the truthfulness and accuracy of any claim, statement, submission, certification, assurance, affirmation, or representation that the Recipient provides to the Federal Government.

(iii) The Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, and other applicable penalties if the Recipient presents, submits, or makes available any false, fictitious, or fraudulent information.

(2) Criminal Fraud. The Recipient acknowledges that 49 U.S.C. § 5323(l)(1) authorizes the Federal Government to impose the penalties under 18 U.S.C. § 1001 if the Recipient provides a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation in 22 connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

*(FTA Master Agreement, §4.e)*

### **C. Access to Third Party Contract Records.**

The Recipient agrees to require, and assures that each of its Subrecipients will require, its Third Party Contractors at each tier to provide:

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

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

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

*(FTA Master Agreement, §16.s)*

### **D. Application of Federal, State, and Local Laws, Regulations, Requirements, and Guidance.**

The Recipient agrees to comply with all applicable federal requirements and follow applicable federal guidance. All standards or limits are minimum requirements when those standards or limits are included in the Recipient's Underlying Agreement or this Master Agreement. At the time the FTA official awards federal assistance to the Recipient in support of the Underlying Agreement, the federal requirements and guidance that apply then may be modified from time to time, and will apply to the Recipient or the accompanying Underlying Agreement, except as FTA determines otherwise in writing.

*(FTA Master Agreement, §3.g)*

### **E. Civil Rights.**

#### (a) Civil Rights Requirements.

The Recipient agrees that it must comply with applicable federal civil rights laws, regulations, and requirements, and follow applicable federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or a federal program, including the Indian Tribe Recipient or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with each civil rights statute, including compliance with equity in service requirements.

(b) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that it and each Third Party Participant will:

(1) Prohibit discrimination based on race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age.

(2) Prohibit the:

(i) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332;

(ii) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332; or

(iii) Discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in 49 U.S.C. § 5332.

(3) Follow:

(i) The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance; but

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

- (ii) FTA does not require an Indian Tribe to comply with FTA programspecific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- (c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
- (1) Prohibit discrimination based on race, color, or national origin,
  - (2) Comply with:
    - (i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;
    - (ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and
    - (iii) Federal transit law, specifically 49 U.S.C. § 5332; and
  - (3) Follow:
    - (i) The most recent edition of FTA Circular 4702.1, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance;
    - (ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and
    - (iii) All other applicable federal guidance that may be issued.
- (d) Equal Employment Opportunity.
- (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:
    - (i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
    - (ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;
    - (iii) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;
    - (iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;
    - (v) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and

## Exhibit C – Federal Clauses \$100,000 and above

Metro Grant 938589

- (vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.
- (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
- (i) Affirmative Action. If required to do so by U.S. DOT regulations (49 CFR Part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
    - (A) Recruitment advertising, recruitment, and employment;
    - (B) Rates of pay and other forms of compensation;
    - (C) Selection for training, including apprenticeship, and upgrading; and
    - (D) Transfers, demotions, layoffs, and terminations; but
      - (ii) Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of “Employer;” and
- (3) Equal Employment Opportunity Requirements for Construction Activities. Comply, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), with:
- (i) U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60; and
  - (ii) Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- (e) Disadvantaged Business Enterprise. To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Underlying Agreement as follows:
- (1) Statutory and Regulatory Requirements. The Recipient agrees to comply with:
    - (i) Section 11011(e) of IIJA;
    - (ii) U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 CFR Part 26; and
    - (iii) Federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement.
  - (2) DBE Program Requirements. A Recipient that receives planning, capital and/or operating assistance and that will award prime third party contracts exceeding \$250,000 in a federal fiscal year must have a DBE program that is approved by FTA and meets the requirements of 49 CFR Part 26.

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

- (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
- (i) TVM Certification. Each TVM, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 CFR Part 26; and
  - (ii) Reporting TVM Awards. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.
- (4) Assurance. As required by 49 C.F.R. § 26.13(a):
- (i) Recipient Assurance. The Recipient agrees and assures that:
    - (A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;
    - (B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;
    - (C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and
    - (D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms will be treated as a violation of this Master Agreement.
  - (ii) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:
    - (A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;
    - (B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;
    - (C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

(D) The following remedies, or such other remedy as the Recipient deems appropriate, include, but are not limited to, withholding monthly progress payments, assessing sanctions, liquidated damages, and/or disqualifying the Subrecipient, Third Party Contractor, or Third Party Subcontractor from future bidding as non-responsible.

(5) Remedies. Upon notification to the Recipient of its failure to carry out its approved program, FTA or U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, and, in appropriate cases, refer the matter for enforcement under either or both 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801, et seq.

(f) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with federal prohibitions against discrimination based on sex, including:

(1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, et seq.;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR Part 25; and

(3) Federal transit law, specifically 49 U.S.C. § 5332.

(g) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with federal prohibitions against discrimination based on age, including:

(1) The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 – 634, which prohibits discrimination based on age;

(2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625;

(3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101, et seq., which prohibits discrimination against individuals based on age in the administration of Programs, Projects, and related activities receiving federal assistance;

(4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90; and

(5) Federal transit law, specifically 49 U.S.C. § 5332.

(h) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following federal prohibitions against discrimination based on disability:

(1) Federal laws, including:

(i) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination based on disability in the administration of federally assisted Programs, Projects, or activities;

(ii) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities:

(A) For FTA Recipients generally, Titles I, II, and III of the ADA apply; but

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

- (B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”
- (iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities;
- (iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and
- (v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.
- (2) Federal regulations and guidance, including:
- (i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;
- (ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;
- (iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38;
- (iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39;
- (v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;
- (vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;
- (vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;
- (viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F;
- (ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;
- (x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;
- (xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance;” and
- (xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.
- (i) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

to comply with the confidentiality and civil rights protections of:

- (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101, et seq.;
- (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541, et seq.; and
- (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

(j) Access to Services for Persons with Limited English Proficiency. The Recipient agrees to promote accessibility of public transportation services to persons with limited understanding of English by following:

- (1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and
- (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

(k) Other Nondiscrimination Laws, Regulations, Requirements, and Guidance. The Recipient agrees to comply with other applicable federal nondiscrimination laws, regulations, and requirements, and follow federal guidance prohibiting discrimination.

(l) Remedies. Remedies for failure to comply with applicable federal Civil Rights laws, regulations, and requirements, and failure to follow guidance may be enforced as provided in those federal laws, regulations, requirements, or guidance.

(m) Promoting Free Speech and Religious Liberty. The recipient must ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

*(FTA Master Agreement, §12)*

### **F. Procurement.**

(a) Federal Laws, Regulations, Requirements, and Guidance. The Recipient agrees:

- (1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;
- (2) To comply with the applicable U.S. DOT Common Rules; and
- (3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

*(FTA Master Agreement, §16.a)*

### **G. Right of the Federal Government to Terminate.**

(a) Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal

## Exhibit C – Federal Clauses \$100,000 and above

Metro Grant 938589

Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:

- (1) The Recipient has failed to make reasonable progress implementing the Award;
- (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award; or
- (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.

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

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

(d) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government’s rights to terminate described in 2 CFR § 200.340.

*(FTA Master Agreement, §11)*

### **H. Debarment and Suspension.**

The Recipient agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any “covered transaction” (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any Third Party Participant that is, or whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by—

- (i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200;
- (ii) U.S. OMB regulatory guidance, “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180; and

(iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended Recipients or Third Party Participants.

(3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

Part 1200.

(4) It will ensure that its Third Party Agreements contain provisions necessary to flow down these suspension and debarment provisions to all lower tier covered transactions.

(5) If the Recipient suspends, debars, or takes any similar action against a Third Party Participant or individual, the Recipient will provide immediate written notice to the:

(i) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement;

(ii) FTA Headquarters Manager that administers the Grant or Cooperative Agreement; or

(iii) FTA Chief Counsel.

*(FTA Master Agreement, §4.h)*

### **I. Lobbying Restrictions.**

The Recipient agrees that neither it nor any Third Party Participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, according to the following:

(1) *Laws, Regulations, Requirements, and Guidance.* This includes:

(i) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended;

(ii) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, to the extent consistent with 31 U.S.C. § 1352, as amended; and

(iii) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature; and

(2) *Exception.* If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient’s or Subrecipient’s proper official channels.

*(FTA Master Agreement, §4.c)*

### **J. Other Environmental Federal Laws.**

The Recipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and

## Exhibit C – Federal Clauses \$100,000 and above

---

Metro Grant 938589

Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”

liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA’s prior written concurrence.

(d) *Enforcement.* The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

*(FTA Master Agreement, §39)*



600 NE Grand Avenue  
Portland, OR 97232-2736

# Exhibit C, Attachment A Debarment Certification

Metro Grant 938589

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Grantee is required to verify that none of the Grantee, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Grantee is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this Agreement, the Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **Metro**. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to remedies available to **Metro**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Grantee agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this Agreement. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Date \_\_\_\_\_



600 NE Grand Avenue  
Portland, OR 97232-2736

# Exhibit C, Attachment B Lobbying Certification

Metro Grant 938589

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

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

\_\_\_\_\_  
Signature of Grantee's Authorized Official

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date