

Exhibit A
STREETCAR TOD PLANNING GRANT
INTERGOVERNMENTAL AGREEMENT
Metro – City of Portland

This Intergovernmental Agreement (this "Agreement") is entered into as of the last date of signature below (the "Effective Date") by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter, located at 600 Northeast Grand Avenue, Portland OR, 97232 ("Metro"), and the City of Portland, a municipal corporation, by and through the Bureau of Planning and Sustainability (BPS) located at 1900 SW 4th Avenue, Portland, OR 97201 (the "City"). Metro and the City may be jointly referred to herein as the "Parties" or each, individually as a "Party".

RECITALS

WHEREAS, the City, through its Portland Bureau of Transportation (PBOT), owns the Portland streetcar system and contracts with Portland Streetcar, Inc. ("PSI") to manage and operate it;

WHEREAS, PSI has identified a Montgomery Park streetcar extension as the next potential expansion of the streetcar system, with the potential for a future extension of this new east-west line to the Hollywood District;

WHEREAS, streetcar extensions to Montgomery Park and Hollywood are contemplated in the Regional Transportation Plan (projects 11319 and 11102);

WHEREAS, the City, through BPS and PBOT, has land use and transportation planning authority over the Portland streetcar service area and has adopted plans for potential streetcar expansion through a 2009 Streetcar Concept and in the City's 2035 Comprehensive Plan and Transportation System Plan;

WHEREAS, the Portland Development Commission (PDC, doing business as Prosper Portland), as the economic and urban development agency for Portland, has expertise in community development and public-private partnerships that will add value to the BPS and PBOT work;

WHEREAS, Metro (with assistance from PSI, BPS, PDC, and PBOT) submitted a grant request to the Federal Transit Administration ("FTA") for transit-oriented development ("TOD") planning in the potential east-west streetcar line corridor (the "Grant Request");

WHEREAS, on December 18, 2018, the FTA notified Metro that it has received a grant award in the amount of \$1,076,000 (the "Grant Award") to work with the City, specifically BPS, PBOT and PDC, to identify affordable housing, economic development and business stabilization opportunities along a proposed 2.3-mile streetcar extension to Montgomery Park;

WHEREAS, Metro desires to provide a portion of the Grant Award to the City, specifically BPS, PBOT and PDC, to perform services in connection with the potential streetcar extension, and the Parties

are entering into this Agreement to set forth the timing, procedures and conditions for Metro to provide such funds to the City.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. Funding. Metro will provide up to a maximum amount of \$630,202 (the "Funds") of the Grant Award to the City, for the City through BPS, PBOT and/or PDC collectively to perform the work and services identified as the work assigned to BPS, PBOT and/or PDC ("City Work") on the attached **Exhibit A - Montgomery Park to Hollywood Transit & Land Use Development Strategy**, subject to the terms and conditions set forth in this Agreement. The preliminary schedule of tasks and milestones for completion of the City Work are also included on **Exhibit A**.

2. Match. The City, through BPS and PBOT, will match the Funds provided by Metro for the City Work with a contribution of \$269,000 in staff time from the City, which \$269,000 may include no more than 42% in overhead costs for staff hours spent.

3. Project Management; Coordination.

a. Project Managers. The Parties appoint the staff identified below to act as their respective "Project Managers" with the authority and responsibility described in this Agreement:

For the City:

Eric Engstrom
City of Portland, Bureau of Planning and Sustainability
1900 SW 4th Ave.
Portland OR 97201
eric.engstrom@portlandoregon.gov
503-823-3329

Mauricio Leclerc
City of Portland, Bureau of Transportation
1120 SW 5th Avenue, Suite 800
Portland Oregon 97204
mauricio.leclerc@portlandoregon.gov
503.823.7808

For Metro:

Brian Harper
Planning & Development Department
Metro
600 NE Grand Ave
Portland, OR 97232
503-797-1833

b. Appointment of New Project Managers. If the City desires to assign a new Project Manager other than the individuals named above, the City will present in writing to Metro the qualifications and experience of the proposed new Project Manager. Metro will have the opportunity to review the qualifications and may reject a proposed Project Manager who Metro deems unqualified.

c. Project Manager Meetings. The Project Managers will meet at least monthly with the Executive Director of PSI to coordinate, share information, and to make project management decisions consistent with this Agreement. Conflict resolution will be managed within the group to the extent possible, but may be elevated to involve the City Director of Planning and Sustainability, the City Director of the Bureau of Transportation, the Executive Director of PDC, and the Metro Director of Planning.

4. Consultant Work.

a. Consultant Procurement. Metro will handle the process of soliciting consultant services contracts for the tasks identified on **Exhibit A** to be completed by consultants (the "Consultant Work"). After the Project Managers have selected the consultant team, as described in Section 4.b, below, Metro will enter into a contract(s) with the selected consultant team(s) to perform the Consultant Work. Metro will be responsible for paying consultants for Consultant Work.

b. Selection of Consultants. The Project Managers will work together to identify consultants best qualified to perform the Consultant Work. The Project Managers and any additional reviewers selected by the Parties will jointly review proposals from consultants and select a mutually agreeable consultant team to perform the Consultant Work.

c. Management of Consultants. The Metro Project Manager will coordinate with the City (and PSI) to direct and oversee the consultant work. The City and PDC Project Managers will provide substantive direction to Metro regarding the consultants. Specifically, the City Project Manager representing BPS will take the lead in providing direction for the consultant's land use tasks, the City Project Manager representing BPS and PDC's project manager will co-lead in providing direction for the consultant's economic development tasks, and the City Project Manager representing PBOT will take the lead in providing direction for consultant's transportation planning tasks. BPS Project Manager will also take the lead in coordinating with PDC's project manager which will be determined in accordance with a subsequent intergovernmental agreement between the City and PDC. This substantive feedback and direction to the consultant team may be provided directly to the consultants, or given through the Metro Project Manager, at the discretion of the Metro Project Manager. However, Metro as the party to whom consultants will be contractually obligation will be the party that has ultimate performance monitoring and contractor management responsibility over consultant contracts.

5. Project Committee(s). The Project Managers will jointly determine the role of any project steering/technical/advisory committee(s), and the composition of such committees or other bodies. Metro's Project Manager will participate as a member of any such committee.

6. City Work.

a. Use of Funds. The City will perform the City Work and will use the Funds only for the City Work. Funds may be used for staff time, the grants or small contracts described in Section 6.d, below, below, and materials and supplies. If unforeseen conditions require adjustments to the City Work, including scope, approach, or schedule, the City must obtain Metro's prior written approval before implementing any revisions to the City Work. The City must not enter into any subcontracts for any of the City Work, without Metro's prior written consent. The portion identified as funds for Prosper may be transmitted in accordance with the intergovernmental agreement between the City and Prosper as contemplated.

b. Permits. The City will obtain all required permits and licenses from local, state or federal agencies or governing bodies related to the City/Consultant Work.

c. City Distribution of Funds. BPS will manage the Funds that the City receives from Metro and will disburse Funds to PBOT in accordance with City's internal procedures. Funds to Prosper Portland will be disbursed through intergovernmental agreement between City and Prosper, provided Prosper agrees to the obligations set forth in this Agreement and the work, tasks or deliverables identified as Prosper Work in **Exhibit A**. Metro may enter into a direct intergovernmental agreement with Prosper Portland for the portion of Funds identified below as allocable to Prosper, and in that case, the Funds to the City would be reduced by the portion in the separate Metro-Prosper Portland intergovernmental agreement.

Bureau	FY 19/20	FY 20/21	TOTAL
BPS	\$281,500	\$22,500	\$304,000
PBOT	\$230,702	\$22,500	\$253,202
Prosper Portland	\$46,000	\$27,000	\$73,000
TOTAL	\$513,202	\$72,000	\$630,202

d. Small Grants or Contracts. The project budget attached as **Exhibit B** (the "Budget") includes up to \$45,000 for small grants or contracts to be administered by BPS using the portion of BPS's Funds described in section 6c above. These grants or small contracts may be awarded to non-governmental community organizations for community engagement related to the City Work or the Consultant Work, or to produce information or materials to support the Housing and Community Development Analysis. The intent is that these funds will provide one mechanism to directly involve organizations that represent communities of color potentially impacted by the streetcar extension. Provided that the Metro project manager participates in the BPS grant or contract award decision-making process, approval for subcontracting, per section 6a is deemed granted.

e. Submittal of Grant Deliverables, Invoices, and Progress Reports. Commencing on the first calendar quarter following the Effective Date, the City will submit quarterly progress reports to Metro regarding the City Work, including a brief description of work progress, any reimbursement requests (and associated documentation), and any deliverables due to be completed within that period. Reimbursement requests must identify 100% of the total costs incurred during the invoice period, and identify any matching amounts if applicable.

7. Federal, State and Local Law Compliance.

a. Funding for the City Work and the Consultant Work is obtained from a grant agreement between Metro and the FTA (CFDA _____), utilizing 2016-005-TPE Pilot Program for Transit Oriented Development Planning grant funds. Accordingly, the City is a subrecipient of federal funds. **Exhibit C** (Federal Clauses, Attachments A and B) is by this reference made a part of this Agreement as if set forth in full.

b. The City will 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. The City will 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 October 1, 2018 FTA Master Agreement [FTA MA 25] or most recent between Metro and the FTA
- FTA Circular 5010.1E, Grant Management Requirements
- FTA Circular 4220.1F, 3rd Party Procurement Requirements
- 2 CFR 200 - Uniform Guidance - Super Circular

c. No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement may be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, or national origin, 42 U.S.C. §2000d (Title VI), or on the grounds of religion, sex, ancestry, age, or disability as that term is defined in the Americans with Disabilities Act. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the City receiving funds pursuant to this Agreement.

8. Metro Responsibilities. Metro's funding commitment set forth in this Agreement will be fulfilled solely through the Grant Award. No other funds or revenues of Metro may be used to satisfy or pay any commitments in this Agreement. Payment of consultants will be addressed by Metro outside of the Funds to the City.

a. Administration and FTA Communications. Metro will manage communications with the FTA regarding grant progress and will compile any FTA-required progress reports. Metro will work with the City and PSI to ensure compliance with federal grant requirements, and the City will comply with federal grant requirements governing the use of the Funds.

b. Review and Approval of Grant Deliverables. Within 15 days after receiving the City's submittal of City deliverables as set forth in **Exhibit A**, Metro's Project Manager will review the deliverables and either tentatively approve the submittal, or reply with comments and/or requests for further documentation or revisions that may be necessary. Metro will have sole discretion in determining whether the deliverables submitted by the City are satisfactory for delivery to the FTA.

c. Payment Procedures. Metro will reimburse the City for its eligible expenditures within 30 days of receiving a quarterly progress report. If a required deliverable has not been completed on schedule or has been rejected, Metro may hold subsequent reimbursements until the deliverable is received and approved. 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 approves payment.

9. Project Records. The City will maintain all records and documentation relating to the expenditure of Funds disbursed by Metro under this Agreement, as well as records and documentation relating to the financial match being provided by the City for the City Work. Records and documents related to this Agreement, including the City Work and the Consultant Work, will be retained by the City for three (3)

years from the date of completion of the City Work, expiration of this Agreement or as otherwise required under applicable law, whichever is later. The City will provide Metro with such information and documentation as Metro requires for implementation of the grant process and to document compliance with federal requirements. The City will establish and maintain books, records, documents, and other evidence in accordance with generally accepted accounting principles, in sufficient detail to permit Metro or its auditor to verify how the Funds were expended, including records demonstrating how City matching funds were expended. Metro and its representatives will have full access to and the right to examine, during normal business hours and as often as they deem necessary, all City records with respect to all matters covered by this Agreement. The representatives will be permitted to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls and other matters covered by this Agreement.

10. Term. Unless otherwise terminated under Section 11, this Agreement will be in effect until all tasks and deliverables have been completed, all required documentation has been delivered, and all payments have been made as set forth in the Scope and Milestones.

11. Termination. Metro may terminate this Agreement and cancel any remaining payments upon a finding by the Metro Chief Operating Officer that the City has abandoned the City Work or is otherwise not satisfying its obligations under this Agreement regarding the requirements of the Grant Award.

12. Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

13. Other Agreements. This Agreement does not affect or alter any other agreements between Metro and the City.

14. Indemnity. The City, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, will defend, indemnify, and save harmless Metro and Metro's officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from the performance of its obligations under this Agreement or actions taken by the City pursuant to this Agreement. Metro, to the maximum extent permitted by law and subject to the Oregon Tort Claims Act, ORS Chapter 30, will defend, indemnify, and save harmless the City and the City's officers, employees, elected officials, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from Metro's performance of its obligations under this Agreement, or actions taken by Metro pursuant to this Agreement. Notwithstanding the above, the City is not obligated to defend, indemnify or save harmless Metro as provided in this paragraph in the event of Metro's sole negligence.

15. Authority. City and Metro each warrant and represent that each has the full power and authority to enter into and perform this Agreement in accordance with its terms; that all requisite action has been taken by the City and Metro to authorize the execution of this Agreement; and that the persons signing this Agreement have full power and authority to sign for the City and Metro, respectively.

16. Counterpart; Electronic Signature. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument. The Parties agree that they may conduct this transaction, including any amendments or extensions, by electronic means including the use of electronic signatures or facsimiles.

Metro

City of Portland

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Office of Metro Attorney

Date: _____

By: _____

Ted Wheeler

Mayor

Date: _____

Approved as to Form:

By: _____

City Attorney

Date: _____

Exhibit A
Montgomery Park to Hollywood Transit & Land Use Development Strategy
Scope and Schedule of Milestones

DRAFT 6/3/19

Project Description

The project seeks to create an equitable development plan for two future transit-oriented districts – one in NW Portland and one in Inner East Portland. This project is intended to complement potential transit improvements to better connect Montgomery park with the Hollywood District. The project will identify the land use and urban design opportunities, economic development and community benefit desires and opportunities leveraged under a transit-oriented development scenario.

The project will assess affordable housing, economic development and business stabilization opportunities in potential transit scenarios. Scenarios will evaluate existing or future transit service and a potential 6.1-mile streetcar line. An initial Phase 1 transit expansion would extend the streetcar, or other high-quality transit service to Montgomery Park, linking Portland's Central Eastside to an underserved area of Northwest Portland. A second Phase may extend this line to the Hollywood District.

Project partners will examine how transit alternatives can better support inclusive development, affordable housing and access. The workplan will quantify the ability of different transit and land use scenarios to support compact development along the corridor with an emphasis on identifying tools to help advance equitable development.

Roles

- Metro: Grant administration and oversight of FTA-funded project tasks. Communication with the Federal Transit Administration (FTA), consultant procurement, and disbursement of grant funds
- PSI: Project engagement, review, and expertise (PSI is not a party to this IGA, and is not receiving grant funds, but is included here because the parties have agreed to include them in project management meetings in Task2)
- BPS: Community engagement, housing and equitable community development needs analysis, land use existing conditions and analysis, urban design analysis and concept planning, opportunity site analysis, City adoption of plan amendments
- PBOT: Transportation existing conditions, transportation analysis, transportation implementation, urban design analysis and concept planning support, City adoption of plan amendments
- Prosper Portland: housing and equitable community development needs analysis, opportunity site analysis, City adoption of an implementation agreement

Milestones and Tasks

1. Grant Administration (Metro, ongoing through project completion)

Metro will provide grant administration and oversight, including communication with the FTA, consultant procurement, and disbursement of grant funds. Metro will also review all deliverables for adequacy before submittal to the FTA.

Metro tasks and milestones stated in this section is for background and context to the City Work. Funding for Metro's work under this section is outside the Funds provided to the City in Section 6c of the IGA.

Metro deliverables:

- a. Intergovernmental Agreement (signed IGA with City of Portland);
- b. Grant progress reporting to the FTA;
- c. Consultant procurement process, contracting and contract management, and payment of consultants outside of grant funding to City;
- d. Documentation of grant compliance as needed; and
- e. Coordination of Regional Transportation Plan and 2040 Comprehensive Plan efforts

2. Project Management (PBOT/BPS co-lead, ongoing through project completion)

\$20,000 for BPS staffing (\$0 match)

\$20,000 for BPS materials and services

\$20,000 for PBOT staffing (\$0 match)

\$12,500 for PBOT materials and services

PBOT and BPS will provide substantive project leadership and management, including convening a monthly Project Managers meeting, completing technical review of project deliverables, and managing any project interaction with the PSI Board, agency partners, and private sector supporters.

City Deliverables:

- a. Project team meeting agendas

3. Community Engagement Plans and Process (BPS lead, plan due 12/31/19).

\$30,000 for BPS staffing (\$15,000 match)

\$30,000 for PBOT staffing (\$15,000 match)

\$6,000 for Prosper staffing

\$45,000 from BPS's grant funds allocation for small contracts or grants with community-based organizations

BPS will develop an outreach effort to engage community members throughout the whole project process, providing input and reaction at project milestones.

BPS will engage existing local advisory bodies to ensure institutional, community, and private sector input. BPS will explicitly focus on the needs of underserved communities and how development along the project corridor can advance outcomes for historically marginalized communities. BPS will draw from the equity analysis report created early in project development phases, including recommendations for community engagement.

City Deliverables:

- a. Produce a Community Engagement Plan (CEP) for grant activities in both NW Portland and one in Inner East Portland. This CEP will outline specific actions and methods to be used to involve stakeholders, property owners, businesses, residents and employees living and working in the corridor. The CEP may also identify some elements of engagement that will be handled by project consultants.
- b. Document actions to engage with under-represented communities, such as solicitation of proposals from community-based organizations that represent communities of color or other traditionally-marginalized groups and issuance of contracts or grants for services related to engagement of communities of color and under-represented groups.
- c. Manage Project Communications, through a project website for maintaining project documents, events calendars, news, and information about advisory committees.
- d. Establish and manage two Project Advisory Committees of 6-10 people, including one for grant activities in NW Portland and one for Inner East Portland.
- e.

4. Existing Conditions – Land Use (BPS lead, due 12/31/19)

\$21,500 for BPS staff (\$10,000 match)

BPS will provide a summary of the existing conditions of existing land uses conditions, pertaining to businesses, residents, jobs and housing in the potential NW Portland and Inner East Portland corridors. This will include:

- a breakdown of current and forecasted housing types and their affordability profiles;
- a summary of existing job types and wage levels; and
- an assessment of the accessibility of the existing housing and jobs to area residents.

City Deliverables:

- a. Existing conditions reports (NW Portland and Inner East Portland)

5. Existing Conditions – Transportation (PBOT lead, due 12/31/19)

\$21,500 for PBOT staff (\$25,000 match)

PBOT will provide a summary of the existing transportation conditions in the NW Portland and Inner East Portland corridors. This will include:

- infrastructure current conditions in the area;

- demographic data along proposed corridors;
- transportation needs assessment to identify missing system elements; and
- characterization of other existing and planned transit improvements in the corridors in coordination with TriMet.

City Deliverables:

- Existing conditions reports (NW Portland and Inner East Portland)

6. Urban Design Analysis and Concepts (BPS lead, PBOT Support due 3/31/21; Metro through its consultants, due 3/31/21)

\$30,000 for BPS staff (\$10,000 match)

\$12,500 for PBOT staff (\$2,000 match)

\$10,000 for Prosper staff

\$51,000 for supporting consultant contracts (likely to be bundled with land use contracts below) – Metro funds outside of Funds granted to City in section 6c of the IGA

Urban design is closely linked to land use and transportation analysis tasks and will be conducted throughout the project. Urban design work will be phased to begin with a framework guided by the project purposes and goals. Findings from the housing and equitable community development needs analysis will guide urban design. The timeline for potential development varies widely between the NW District and the East-side corridors, so the deliverables will reach different levels of detail. In general, the urban design analysis will describe desired land uses, potential open space and public facilities investments, street functions, and physical form.

For the NW Portland (Phase 1):

BPS and PBOT will work together with a Metro consultant, who will conduct analysis on key sites, documenting site constraints, infrastructure needs, zoning refinement options and concept planning. BPS, PBOT and the consultant will evaluate how well urban design concepts align with agreed upon project goals, community values, and the needs uncovered by the housing and equitable community development needs analysis. This work will inform specific zoning and infrastructure proposals to complement planned transit investment.

For the Inner East Portland (Phase 2):

BPS and PBOT will work together with a Metro consultant, who will evaluate how well initial urban design concepts align with agreed upon project goals, community values, and the needs uncovered by the housing and equitable community development needs analysis. This work will inform transit investment planning (alignment, etc.), and the scope of potential future zoning actions.

City Role: The Metro consultant will produce the final deliverables for this Task. BPS and PBOT will play a supporting role to provide direction, generate ideas, provide supporting technical materials, and review drafts.

Metro Consultant Role: In NW Portland, the consultant will refine existing design concepts into three distinct options and design a decision-making tool to select a preferred recommendation. For the East-Side the consultant will develop three urban design concepts. This could include producing three options for one of the three possible alignments or producing one concept for each of the three possible alignments.

Metro Consultant Deliverables:

- a. Urban design framework reports with urban design diagrams, illustrations, and supporting explanatory text – with an emphasis on the areas of the Phase 1 and Phase 2 corridors where land use changes are being evaluated

7. Community Equitable Needs and Opportunities (Prosper Portland and BPS Co-lead, due 3/31/21; Metro through its consultant, due 3/31/21)

\$25,000 for BPS staff (\$15,000 match)

\$30,000 Prosper Portland staff

\$20,000 for consultant contracts - Metro funds outside of Funds granted to City in section 6c of the IGA

BPS will work with Prosper Portland to understand the impact of the potential rezoning and transit expansion on low-income and people of color working and living in the area and develop an equitable development strategy. The work will include engagement with communities of color, residents, employees, and businesses at risk of displacement. In addition, the project will engage private developers and property owners to vet land use assumptions and market dynamics on key opportunity sites, focusing on the potential equity benefits.

The strategy will include:

- an assessment of housing and jobs displacement risk and the necessary community benefits to off-set displacements and to keep on advancing the City equity goals;
- an estimate of costs for identified community needs due to the changes; and
- identification of opportunities to advance City equity goals under different land use scenarios.

Metro Consultant Role: Technical assistance preparing community benefits or equity package. Needed expertise is likely to include development agreement expertise, financial analysis of feasibility gaps, or assistance in the development of a financial plan to pay for community benefits.

City Deliverables:

- a. Equitable Development Report including housing inventory, needs assessment, employment/economic development impacts and opportunities assessment.
- b. Value of community benefits needed to off-set potential displacements.

Metro Consultant Deliverables:

- a. Technical assistance in the form of meetings, memorandum, or other to-be-scoped method to assist the City in producing the equitable development report

8. Land Use Analysis and Recommendations (BPS lead, draft due 9/30/20; Metro through consultants, due 9/30/20)

\$90,000 for BPS staff (\$67,000 match)

\$100,000 for supporting consultant contracts - Metro funds outside of Funds granted to City in section 6c of the IGA

BPS will develop three more detailed scenarios to allow more flexible employment uses and increase housing supply and affordability in the NW Portland corridor. The team will evaluate new land use plans and urban design considerations for the Banfield Portal area as it relates to the Hollywood extension, and consider the possibility of adding the area to the Central City Plan District and revise entitlements accordingly.

Metro Consultant Role: Develop land use opportunities and challenges matrix and supporting narrative, develop descriptions, illustrations and maps explaining the land use proposal for the NW Portland study area. These deliverables will be inserted into a larger City-prepared report. Develop market-feasible concepts for the redevelopment of several opportunity sites in the corridor.

City Deliverables:

- a. Draft land use proposal for the NW Portland Corridor
- b. Draft land use concept for Phase 2 Hollywood extension, with next steps identified

Metro Consultant Deliverables

- c. Opportunity site report(s).

9. Transportation Planning Analysis and Recommendations (PBOT lead, due 3/31/21; Metro through consultants, due 3/31/21)

\$154,202 for PBOT staff (\$43,000 match)

\$199,798 for supporting consultant contracts - Metro funds outside of Funds granted to City in section 6c of the IGA

PBOT will evaluate transportation corridor needs in both NW Portland or Inner East Portland and summarize how the networks operates under different transit alignment and land use scenarios. The analysis will include:

- a. coordination with ODOT to assess access and queueing near on-ramps
- b. Traffic impacts and changes to VMT or mode split
- c. Transit impacts and forecasted ridership
- d. Identify new multimodal connections and streets

PBOT will evaluate urban design and land use scenarios, and develop transportation proposals to meet transportation demands, accommodate growth in jobs and housing, and address equitable development goals. PBOT will build on transportation work from the planning analysis phase to include specific capital project recommendations to add to the Transportation System Plan, a potentially new transportation grid with street classifications and design standards to serve the NW District corridor.

Metro Consultant role: Evaluate the impacts and opportunities of the proposed land use and street plan changes, including multimodal network connections for pedestrians, bicyclists, transit, freight, and other roadway users. Conduct traffic circulation and trip analysis to measure impacts to the neighborhood, adjacent facilities, and ODOT offramps. Develop street plans and design standards, develop concepts potential new capital projects.

City Deliverables:

- a. High-level alternatives analysis of transportation costs and benefits from different transit investment scenarios

Metro Consultant Deliverables:

- a. Report summarizing transportation benefits and costs of various transit alternative or alignments choices and supporting infrastructure in the right-of-way for Phase 1 and Phase 2 corridors.
- b. Multi-modal street plan for the NW Portland corridor where land use changes are being evaluated.
- c. Traffic analysis, including modeling trip growth, queueing and impacts to ODOT facilities.
- d. A report with recommended Transportation System Plan project list amendments, street classification recommendations, master street plans, and street design standards (as appropriate).

10. City Legislative Process (BPS and PBOT co-lead, begins in mid-2020, due 12/31/21).

\$27,000 for Prosper staff

\$22,500 for BPS staff (\$22,500 match)

\$22,500 for PBOT staff (\$8,500 match)

BPS, PBOT, and Prosper Portland will work on City Legislative processes including consideration of zoning recommendations from Task 8, TSP amendments from Task 9, and other possible implementation agreements with property owners or the community. Prosper Portland will work as an economic development and equity advisor and lead potential development agreement efforts with private partners and/or community partners.

City Deliverables:

- a. Planning and Sustainability Commission Hearings on Task 8 and 9 Recommendations
- b. City Council Hearings and briefings on Task 8 and 9 Recommendations

Summary of FTA Project Schedule

Milestones		FY 18/19	FY 19/20				FY 20/21				FY 21/22	
		Q4	Q1 / 19	Q2 / 19	Q3/20	Q4 / 20	Q1 / 20	Q2 / 20	Q3 / 21	Q4 / 21	Q1 / 21	Q2 / 21
1	Grant Administration	ongoing										
2	Project Management	ongoing										
3	Community Engagement Plan (1) and Process (2)			12/31/19 (1)								(2)
4	Existing Conditions – Land Use			12/31/19 (1)								
5	Existing Conditions - Transportation			12/31/19 (1)								
6	Urban Design Analysis								3/31/21			
7	Housing and Equitable Community Development Needs Analysis						9/30/20					
8	Land Use Analysis							12/31/20				
9	Transportation Analysis									6/30/21		
10	City Legislative Process											12/31/21

*Streetcar Engineering: Alignment LPA Refinement/ Advanced Conceptual Engineering

Summary of FTA Deliverables:

Deliverable	Submittal Due Date
Existing Conditions Report and Public Engagement Plan	12/31/19
Equitable Development Report	9/30/20
Land Use Recommendation	9/30/20
Urban Design Report	3/31/21
Transportation Plan Recommendation	3/31/21
Plan Adoption	12/31/21

Exhibit B - Project Budget

Task	Metro Consultants (funds outside of IGA)	Prosper		BPS				PBOT		
		Grant (Staff)	Match	Grant (Staff)	Grant (m&s)	Grant (small grants or contracts)	Match	Grant (Staff)	Grant (m&s)	Match
FY 19/20										
1 Grant Administration (by Metro with funds outside of this IGA)										
2 Project Management				\$20,000	\$20,000				\$12,500	\$20,000
3 Community Outreach Plans and Process		\$6,000		\$30,000		\$45,000	\$15,000	\$30,000		\$15,000
4 Existing Conditions – Land Use				\$21,500			\$10,000			
5 Existing Conditions - Transportation								\$21,500		\$25,000
7 Urban Design Analysis and Concepts	\$51,000	\$10,000		\$30,000			\$10,000	\$12,500		\$2,000
8 Housing and Community Development Needs Analysis	\$20,000	\$30,000		\$25,000			\$15,000			\$8,000
9 Land Use Analysis	\$100,000			\$90,000			\$67,000			\$8,000
10 Transportation Analysis	\$199,798							\$154,202		\$43,000
FY 19/20 subtotal	\$370,798	\$46,000	\$0	\$216,500	\$20,000	\$45,000	\$117,000	\$218,202	\$12,500	\$121,000
		\$46,000				\$281,500			\$230,702	
FY 20/21										
12 City Legislative Process		\$27,000		\$22,500			\$22,500	\$22,500		\$8,500
FY 19/20 subtotal	\$0	\$27,000	\$0	\$22,500	\$0	\$0	\$22,500	\$22,500	\$0	\$8,500
		\$27,000				\$22,500			\$22,500	
Grant Subtotal	\$370,798	\$73,000		\$239,000	\$20,000	\$45,000		\$240,702	\$12,500	
Match Subtotal			\$0				\$139,500			\$129,500
Total	\$370,798	\$73,000	\$0	\$239,000	\$20,000	\$45,000	\$139,500	\$240,702	\$12,500	\$129,500
		\$73,000				\$304,000			\$253,202	

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

The Grantee agrees to comply with all applicable Federal Clauses as outlined in the **October 1, 2018 FTA Master Agreement [FTA MA 25]**, (or most recent), including, but not limited to, the following:

A. Application of Federal, State, and Local Laws, Regulations 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]

B. No Federal Government Obligations to Third Parties.

- a. Except as the Federal Government expressly consents in writing, the Recipient agrees that:
- (1) The Federal Government does not and shall 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 shall 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]

C. False or Fraudulent Statements or Claims.

- (1) Civil Fraud. The Recipient acknowledges and agrees that:
 - (a) 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 C.F.R. part 31.
 - (b) 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.
 - (c) 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(1)(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 connection with a federal public transportation program under 49 U.S.C. chapter 53 or any other applicable federal law.

[FTA Master Agreement §4.f]

D. 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)]

b. 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
- (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)]

E. Civil Rights

a. 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 gender identity), disability, or age.
- (2) Prohibit the:
 - (a) Exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
 - (b) Denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
 - (c) 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:
- (a) 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
 - (b) FTA does not require an Indian Tribe to comply with FTA program-specific 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:
 - (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 - (b) 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 C.F.R. part 21, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, and
 - (3) Follow:
 - (a) 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,
 - (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
 - (c) 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:
 - (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 - (b) 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,
 - (c) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement,
 - (d) FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
 - (e) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability,
 - (2) Specifics. The Recipient agrees to, and assures that each Third Party Participant will:
 - (a) Prohibited Discrimination. Ensure that applicants for employment are

employed and employees are treated during employment without discrimination based on their race, color, religion, national origin, disability, age, sexual orientation, gender identity, or status as a parent, as provided in Executive Order No. 11246 and by any later Executive Order that amends or supersedes it, and as specified by U.S. Department of Labor regulations,

- (b) Affirmative Action. Take affirmative action that includes, but is not limited to:
 - 1 Recruitment advertising, recruitment, and employment,
 - 2 Rates of pay and other forms of compensation,
 - 3 Selection for training, including apprenticeship, and upgrading, and
 - 4 Transfers, demotions, layoffs, and terminations, but
- (c) 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:
 - (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and
 - (b) 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:
 - (a) Section 1101(b) of the FAST Act, 23 U.S.C. § 101 note,
 - (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and
 - (c) 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 C.F.R. part 26.
 - (3) Special Requirements for a Transit Vehicle Manufacturer (TVM). The Recipient agrees that:
 - (a) 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 C.F.R. part 26, and
 - (b) Reporting TVM Awards. Within 30 days of any third party contract

award for a vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, and notify FTA that this information has been attached in TrAMS. 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):

(a) Recipient Assurance. The Recipient agrees and assures that:

- 1 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 C.F.R. part 26,
- 2 It must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts,
- 3 Its DBE program, as required under 49 C.F.R. part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement, and
- 4 Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms shall be treated as a violation of this Master Agreement.

(b) 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:

- 1 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 C.F.R. part 26,
- 2 The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 C.F.R. 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, 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)(b) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable, and
- 3 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 C.F.R. 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 C.F.R. 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 C.F.R. 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 C.F.R. 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:
 - (a) 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,
 - (b) 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:
 - 1 For FTA Recipients generally, Titles I, II, and III of the ADA apply, but 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,"
 - (c) 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,
 - (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 - (e) Other applicable federal laws, regulations, and requirements

pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37,
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. part 27,
- (c) 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," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
- (d) U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- (f) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
- (g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, subpart F,
- (i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194,
- (j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. part 609,
- (k) FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
- (l) Other applicable federal civil rights and nondiscrimination regulations and guidance.

i. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees 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
[FTA Master Agreement §12]

F. Right of the Federal Government to Terminate.

- a. Justification. After providing written notice to the Recipient, the Recipient agrees that the Federal Government may suspend, suspend then terminate, or terminate all or any part of the federal assistance for the Award if:
- (1) The Recipient has failed to make reasonable progress implementing the Award,
 - (2) The Federal Government determines that continuing to provide federal assistance to support the Award does not adequately serve the purposes of the law authorizing the Award, or
 - (3) The Recipient has violated the terms of the Underlying Agreement, especially if that violation would endanger substantial performance of the Underlying Agreement.
- b. Financial Implications. In general, termination of federal assistance for the Award will not invalidate obligations properly incurred before the termination date to the extent that those obligations cannot be canceled. The Federal Government may recover the federal assistance it has provided for the Award, including the federal assistance for obligations properly incurred before the termination date, if it determines that the Recipient has misused its federal assistance by failing to make adequate progress, failing to make appropriate use of the Project property, or failing to comply with the Underlying Agreement, and require the Recipient to refund the entire amount or a lesser amount, as the Federal Government may determine including obligations properly incurred before the termination date.
- c. Expiration of the Period of Performance. Except for a Full Funding Grant Agreement, expiration of any period of performance established for the Award does not, by itself, constitute an expiration or termination of the Award; FTA may extend the period of performance to assure that each Formula Project or related activities and each Project or related activities funded with "no year" funds can receive FTA assistance to the extent FTA deems appropriate.

[FTA Master Agreement §11]

G. Debarment and Suspension.

The Recipient agrees to the following:

- (1) It will comply with the following requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200.
- (2) It will not enter into any arrangement to participate in the

development or implementation of the Underlying Agreement with any Third Party Participant that is debarred or suspended except as authorized by:

- (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200,
 - (b) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto,
 - (c) Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. § 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. § 6101 note, and
 - (d) Other applicable federal laws, regulations, requirements, or guidance 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 C.F.R. part 1200.
 - (4) It will include, and require each Third Party Participant to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:
 - (a) Complies with federal debarment and suspension requirements, and
 - (b) Reviews the SAM at <https://www.sam.gov>, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.
 - (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:
 - (a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Underlying Agreement,
 - (b) FTA Headquarters Manager that administers the Grant or Cooperative Agreement, or
 - (c) FTA Chief Counsel.

[FTA Master Agreement §4.b]

H. Preference for United States Products and Services.

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

- a. Buy America. The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with 49 U.S.C. § 5323(j),
- b. Cargo Preference-Use of United States-Flag Vessels. The shipping requirements of 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference - U.S.-Flag Vessels," 46 C.F.R. part 381, and
- c. Fly America. The air transportation requirements of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as

amended, 49 U.S.C. § 40118, and
 U.S. General Services Administration (U.S. GSA) regulations, "Use of United
 States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 - 301-10.143.

[FTA Master Agreement §15]

I. Disputes, Breaches, Defaults or Other Litigation.

- a. FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise.
- b. Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel, or FTA Regional Counsel for the Region in which the Recipient is located.
 - (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
 - (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
 - (3) If the Recipient has credible evidence that a Principal, Official, Employee, Agent, or Third Party Participant of the Recipient, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 *et seq.*, or has committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance, the Recipient must promptly notify the U.S. DOT Inspector General, in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located.
- c. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, the Recipient may return all 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]

J. Lobbying Restrictions.

- a. 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:
 - (a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - (b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - (c) 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.d]

K. Environmental Protections.

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

[FTA Master Agreement §26(d)]

L. Employee Protections.

- a. Awards Involving Construction. The Recipient agrees to comply and assures that each Third Party Participant will comply with all federal laws, regulations, and requirements providing protections for construction employees involved in each Project or related activities with federal assistance provided through the Underlying Agreement, including the:
- (1) Prevailing Wage Requirements of:
 - (a) Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act"),
 - (b) The Davis-Bacon Act, 40 U.S.C. §§ 3141 - 3144, 3146, and 3147, and
 - (c) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
 - (2) Wage and Hour Requirements of:
 - (a) Section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3702, and other relevant parts of that Act,

- 40 U.S.C. § 3701 et seq., and
- (b) U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- (3) "Anti-Kickback" Prohibitions of:
- (a) Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874,
 - (b) Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145, and
 - (c) U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States," 29 C.F.R. part 3.
- (4) Construction Site Safety of:
- (a) Section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 3704, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and
 - (b) U.S. DOL regulations, "Recording and Reporting Occupational Injuries and Illnesses," 29 C.F.R. part 1904; "Occupational Safety and Health Standards," 29 C.F.R. part 1910; and "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.

[FTA Master Agreement §24.a]

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 Contractor, 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 _____