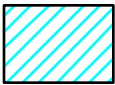


162nd Avenue Pedestrian Access Improvements

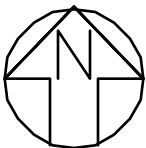
Taylor St Sidewalk In-Fill Site



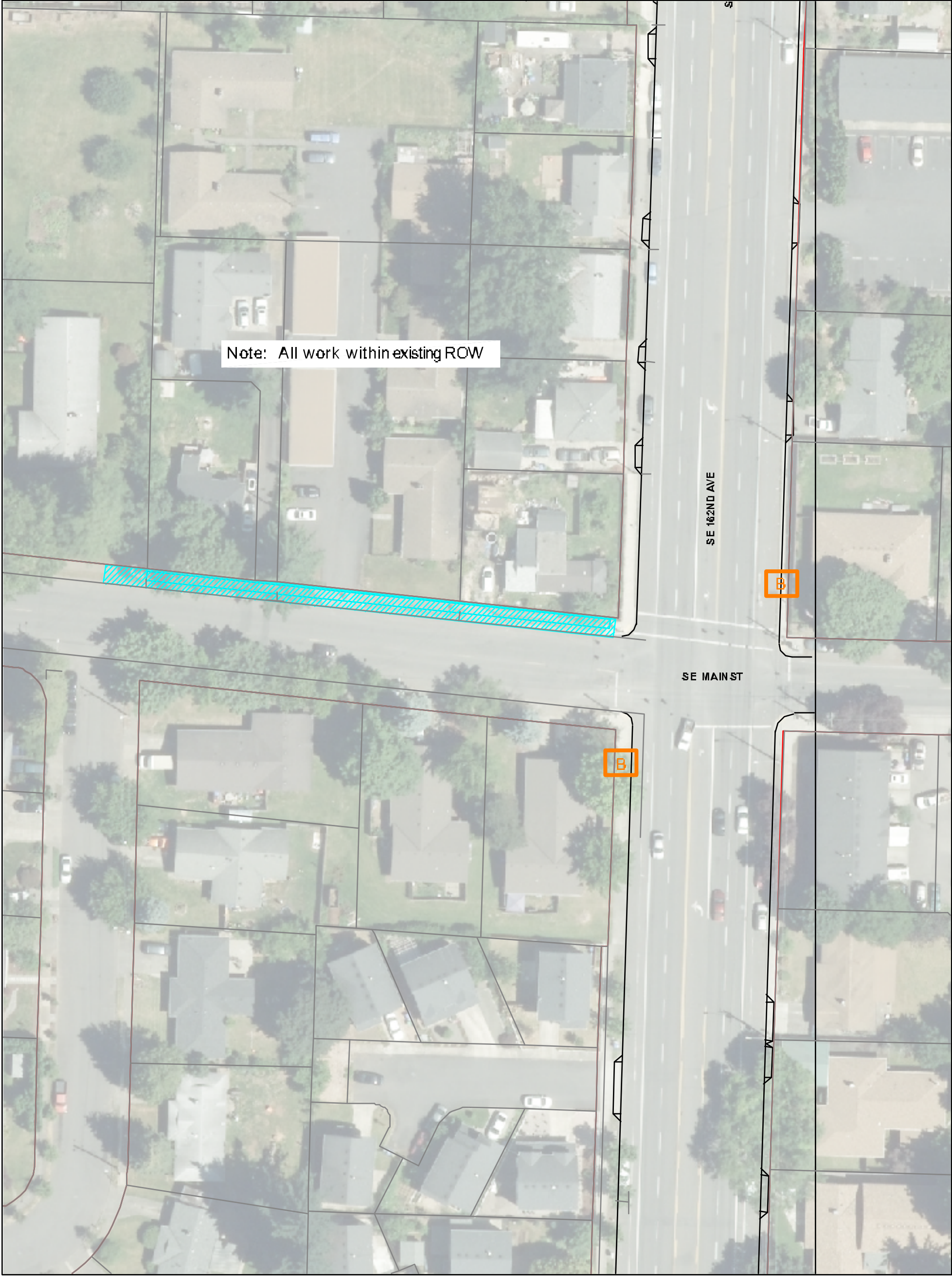
Area of Potential Effect



Bus Stop (not shown)
Nearest Southbound Stop - 500' North
Nearest Northbound Stop - 830' South

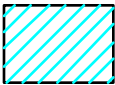



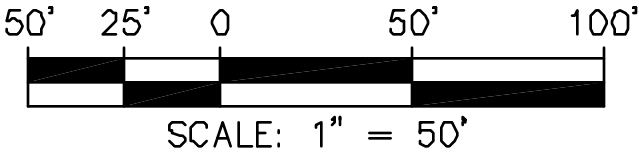
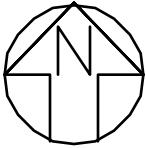
SCALE: 1" = 50'

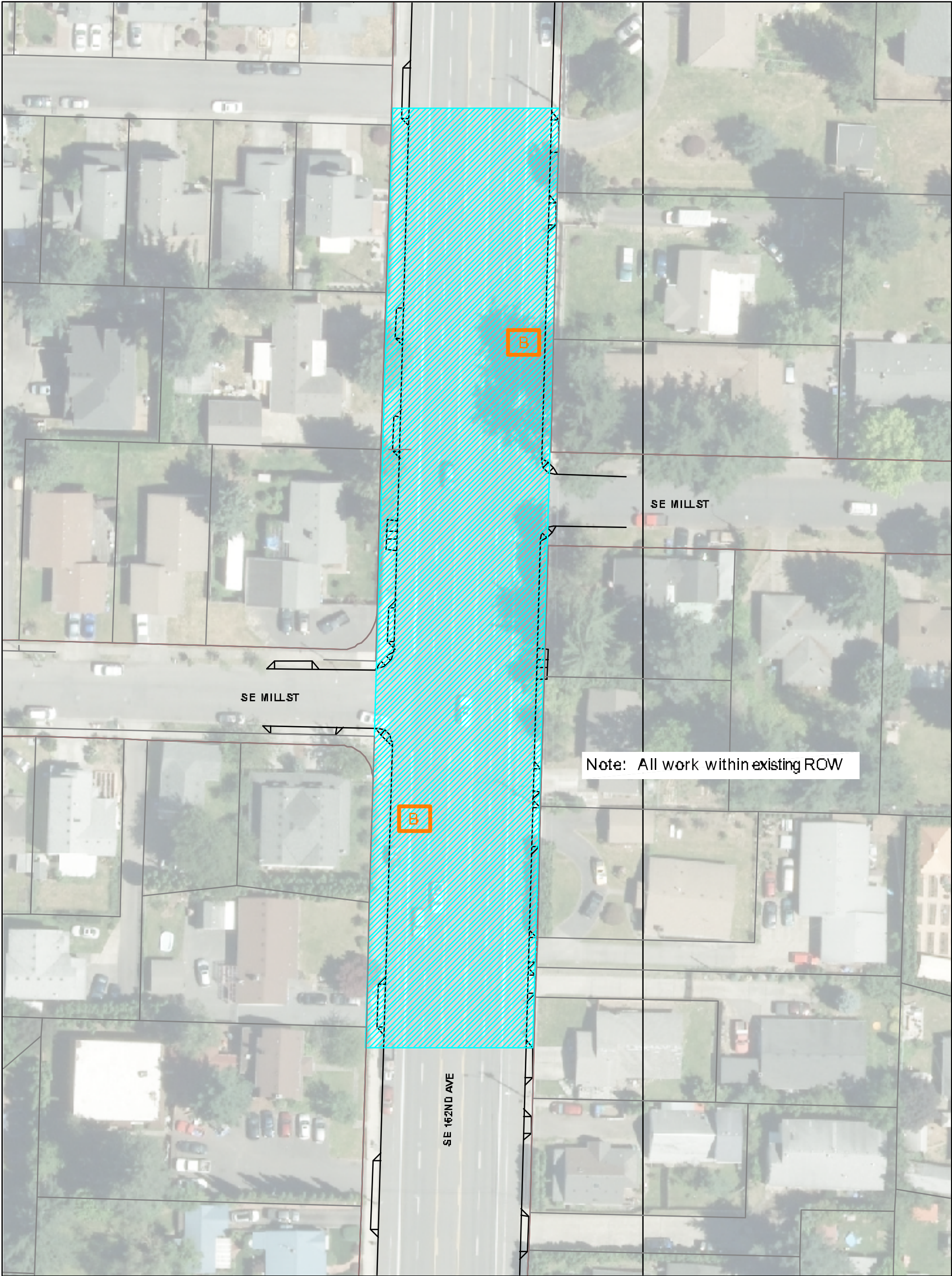


162nd Avenue Pedestrian Access Improvements

Main St Sidewalk In-Fill Site

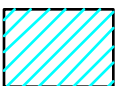

-  Area of Potential Effect
-  Bus Stop

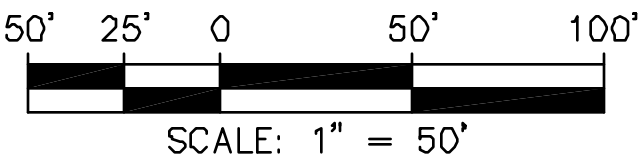
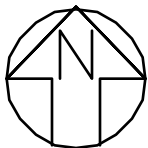


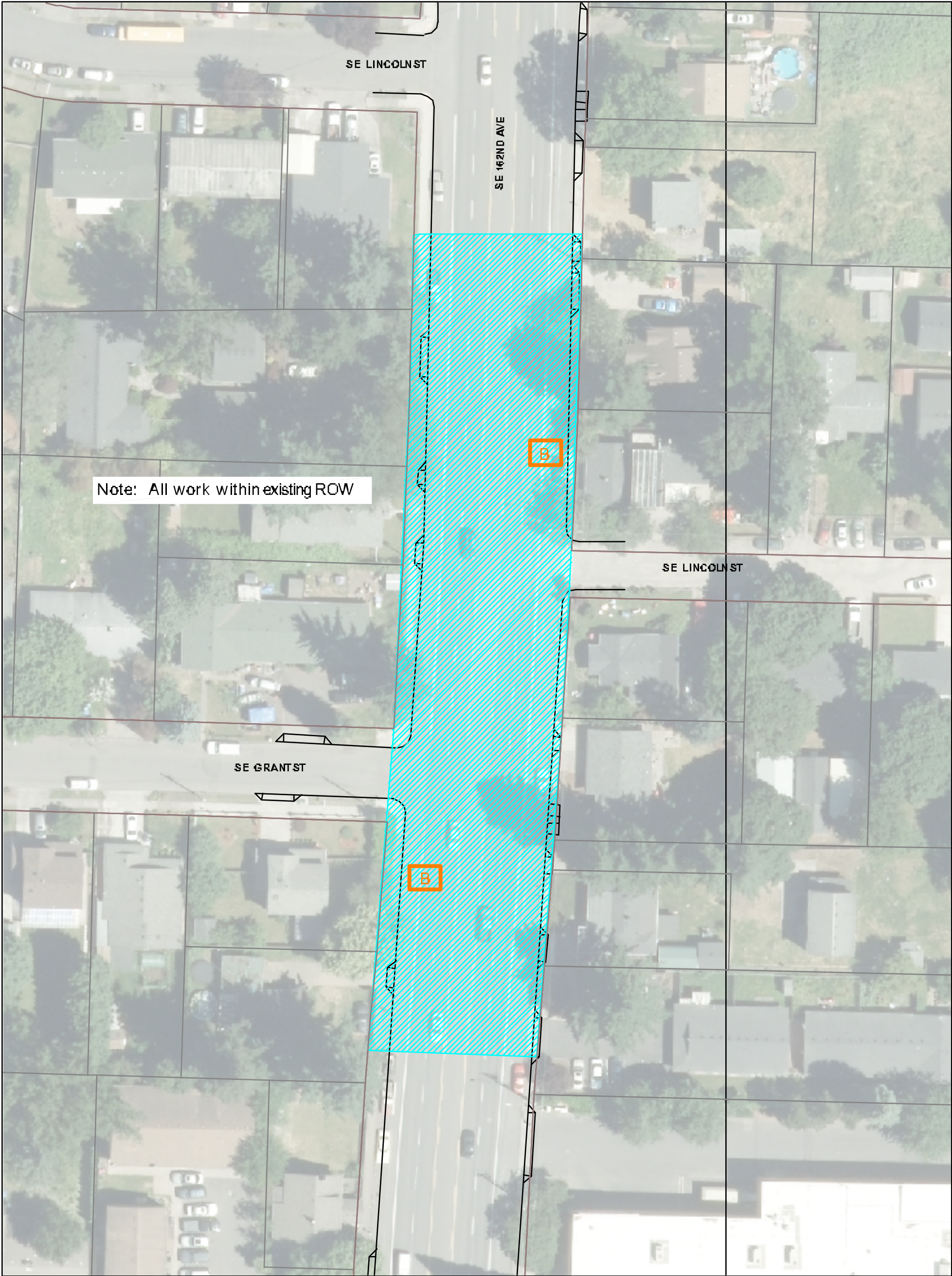


162nd Avenue Pedestrian Access Improvements

Mill St Crossing Site

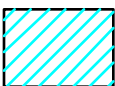

-  Area of Potential Effect
-  Bus Stop

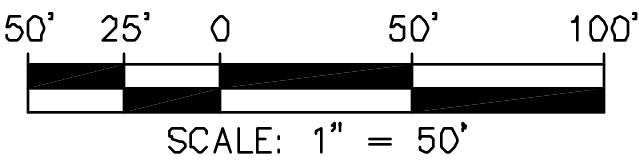
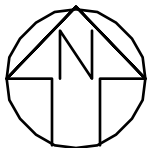


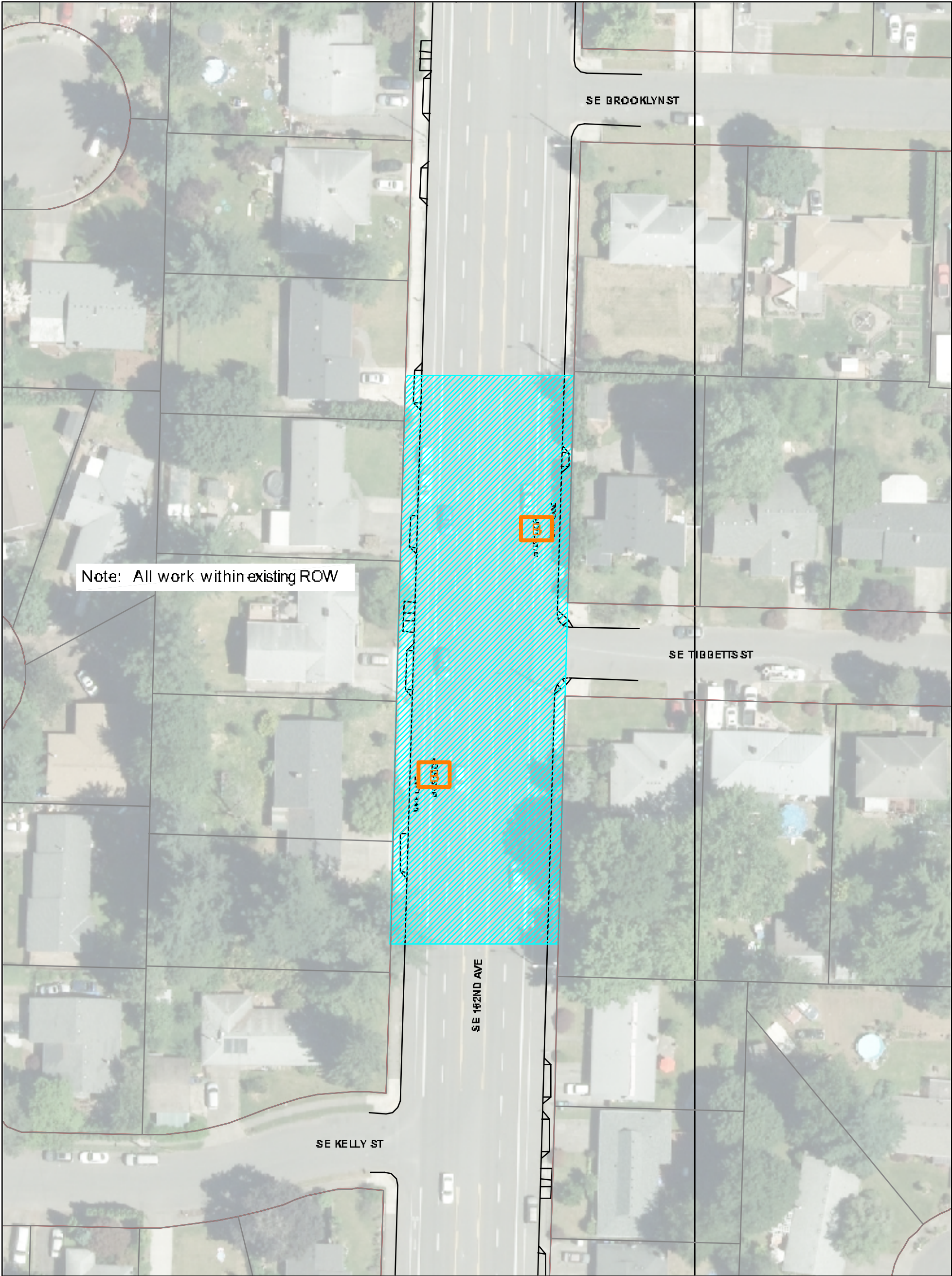


162nd Avenue Pedestrian Access Improvements

Lincoln St Crossing Site

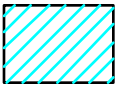
-  Area of Potential Effect
-  Bus Stop





162nd Avenue Pedestrian Access Improvements

Tibbets St Crossing Site

 Area of Potential Effect

 Bus Stop

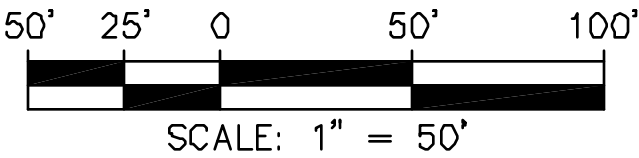
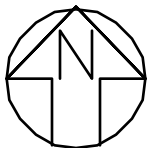


EXHIBIT B 162ND 2019 ESTIMATED BUDGET

PLANNING LEVEL ESTIMATED BUDGET

SE 162nd Ave SE Powell to SE Stark Safe Access to Transit

<u>BID ITEMS</u>	
MOBILIZATION	\$42,000
PREPERATION FOR CONSTRUCTION AND TRAFFIC DIRECTION	\$64,000
CONCRETE ISLANDS	\$150,000
SIDEWALK INFILL	\$70,000
STRIPING AND PAVEMENT MARKINGS	\$70,000
TOTAL BID ITEMS	<u>\$396,000</u>
CONSTRUCTION CONTINGENCY (5% OF Bid Items)	<u>\$19,800</u>
SUB TOTAL	<u>\$415,800</u>

TOTAL CONSTRUCTION	\$415,800
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PBOT PROJECT MANAGEMENT (7% of Bid Items)	\$27,720
TRIMET PROJECT ADMIN	\$18,830
DESIGN ENGINEERING (30% of Bid Items)	\$118,800
CONSTRUCTION MANAGEMENT (20% of Bid Items)	\$79,200
SUBTOTAL	\$244,550

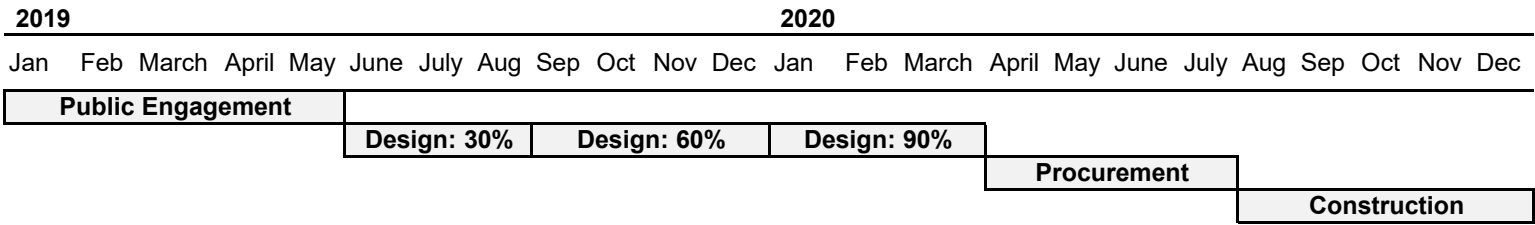
PROJECT ENGINEERING AND MANAGEMENT OVERHEAD (76.76% of PM, Eng, and CM)	\$187,717
TOTAL PROJECT ENGINEERING AND MANAGEMENT	\$432,267

TOTAL PROJECT RIGHT OF WAY	\$0
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INFLATION RATE ON CONTRACT	\$38,054
INFLATION RATE ON PERSONEL	\$12,416
TOTAL PROJECT INFLATION CONTINGENCY	\$50,470

TOTAL PROJECT ESTIMATE	\$898,537
TRIMET 5307 GRANT FUNDED AMOUNT (80% OF PROJECT COST)	\$718,830
PBOT LOCAL MATCH (20% OF PROJECT COST)	\$179,707

162nd Safe Access to Transit Proposed Schedule



PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS:

In accordance with Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200, Subpart D, Section 331), the following information is required of Recipients (i.e. TriMet) to communicate clearly in all its subawards:

1. Subrecipient Name: **City of Portland, Portland Bureau of Transportation**
2. Subrecipient's Unique Entity Identifier (DUNS): **054971197**
3. Federal Program or Title: **Urbanized Area Formula Grant Program – Section 5307**
4. Federal Catalogue (CFDA) Number and Name: **20.507 – Federal Transit Formula Grants – Urbanized Area Formula Program**
5. Federal Award Identification Number (FAIN): **Temporary # is 1728-2019-10**
6. Expected Federal Funding to the Subrecipient: **\$700,000**
7. Subaward Period of Performance (start and end dates): **09/30/2018 – 07/01/21**
8. Federal Award Date (date TriMet was awarded funds by the agency): **tbd**
9. Award R&D: **No**
10. Approved Indirect Cost Rate or De Minimis Rate: **Not applicable**
11. Name and Contact Information of Federal Awarding Agency (and pass-through agency if different):

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

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

12. Federal award project description: See description on Exhibit **B** of contract.

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

a. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.

b. Grant Management Requirements (Circular 5010.1E) - These requirements are intended to assist recipients in administering FTA-funded projects and in meeting award responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of federally assisted awards.

c. Urbanized Area Formula Grant Program (Circular 9030.1E) - This circular issues guidance on the administration of the Urbanized Area Formula Program under 49 U.S.C. 5307

d. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed to provide that Federal awards bear their fair share of costs.

Lobbying Certificate

The undersigned 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Portland

Signature: _____
Name:(print) _____
Title: _____

EXHIBIT F
Contract No. JP170346ZC
Nondiscrimination Assurance

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the Federal assistance is extended or for another

- purpose involving the provision of similar services or benefits.
- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 - (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by TriMet pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as TriMet deems appropriate.

INTERGOVERNMENTAL AGREEMENT

**Between the Tri-County Metropolitan Transportation District of Oregon ("TriMet") and
the City of Portland**

For Capital Improvements for Safe Access to Transit on 162nd Avenue

TriMet Contract No. xxxxxxxxxxxxxxxx

This Intergovernmental Agreement (this "Agreement"), dated this ____ day of _____, 20__ ("Effective Date") is made and entered into by and between the City of Portland, Bureau of Transportation ("City or Subrecipient") and the Tri-County Metropolitan Transportation District of Oregon ("TriMet or "Recipient") (collectively "the Parties").

RECITALS

1. TriMet is the public transit agency serving the Portland metropolitan area.
2. The City is responsible for transportation operations and improvements within the City public rights of way.
3. The Parties desire to work together to improve access to transit, especially on busy streets.
4. The City has identified 162nd Avenue for pedestrian and bicycle access improvements.
5. TriMet has recently installed a new bus service line (Line 74) which runs in part along 162nd Ave in the City. The street is currently 5 lanes wide and has a speed limit of 35 mph.
6. TriMet has access to Federal Transit Administration ("FTA") 5307 associated transit improvement funds. If granted, local match ratio for these funds is 80%-20% (i.e. 80% of grant funded project costs are reimbursed by FTA).
7. The Parties agree that associated transit improvements consisting of pedestrian access improvements (i.e. curb extensions, sidewalk infill, medians, signage, street lighting and/or striping) near bus stops along 162nd Ave will improve access to public transit services. Therefore, the Parties desire to work together to facilitate these improvements.

Now therefore, the parties agree as follows:

AGREEMENT

I. Joint Obligations

- A. TriMet and the City have jointly identified project locations where the crossing improvements and sidewalk infill would enhance pedestrian access to transit stops at unsignalized intersections and mid-block pedestrian crossings. The parties expect to install improvements in approximately 5 locations. See attached Exhibit A for locations and Exhibit B for estimated budgets and Exhibit C for proposed schedule.
- B. The City and TriMet will keep each other informed of written material (e.g. news releases, brochures, newsletters, reports) produced for the projects that are intended for public distribution.
- C. Each project manager will inform the other project manager of inquiry from a media or press representative and make reasonable efforts to consult with the other project manager prior to any verbal or written information being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards.
- D. Each project manager will invite the other to attend all regular or significant meetings regarding work performed under this Agreement.
- E. The project managers will maintain communication regarding the status of projects, and regarding any time scope, schedule, or budget changes.
- F. Expenses under this agreement, cannot be incurred prior to September 30, 2018.

II. TriMet Obligations

- A. TriMet will seek FTA approval for available associated transit improvement funds, issued pursuant to 49 U.S.C. § 5307.
- B. TriMet will lead the environmental review for NEPA approval.
- C. TriMet will review and comment on City plans for the project to ensure compliance with grant terms and conditions. TriMet will provide comments back to City within 2 weeks of receipt of plans.
- D. TriMet's financial contribution to the project set forth in this agreement is contingent upon securing Section 5307 Urbanized Area Formula funds from FTA. If successful, TriMet will contribute such funds towards the project on a cost reimbursement basis. However, in no event, will TriMet's contribution exceed the reimbursement amount granted by FTA. If unsuccessful and FTA does not award such funds to TriMet, TriMet will not contribute any funds to this project.

- E. Upon grant execution, TriMet will begin issuing payments for any eligible City invoices. In addition, TriMet will invoice the City \$18,830 for internal staff coordination and administration time.
- F. TriMet will reimburse the City 80% of project costs, up to a combined total of \$718,830.
- G. TriMet has authority to withhold grant funds if it determines that project costs or designs are not complying with the terms and conditions of the grant.

III. City Obligations

- A. City will manage and provide design engineering, traffic engineering, construction and inspection services as required for all proposed improvements at agreed upon locations.
- B. Federal funding used in this contract requires that no less than 20% of the total project be from local sources. City will meet this requirement by being reimbursed only 80% of submitted project invoices.
- C. Invoicing
 - 1. City shall keep accurate cost accounting records. City will invoice TriMet for 100% of City project costs on a monthly basis, noting that it is providing the 20% required match.
 - 2. All invoices shall be submitted electronically to TriMet's Accounts Payable Department at accountspayable@trimet.org with a copy sent to Nick Johnson, Project Manager at johnsoni@trimet.org.
 - 3. Additional documents should be included to support all costs charged to the grant to ensure costs are allowable, necessary and reasonable and are properly allocable. Invoices should identify and segregate costs (direct costs, indirect costs and administrative costs) if grant agreement identifies a minimum or maximum threshold. If payroll related costs are to be invoiced, Subrecipient will provide support that salaries/wages are based on records that reflect the work actually performed (i.e. timesheets and hourly wages).
 - 4. Such invoices will be in a form identifying the Project, the agreement number, the invoice number or the account number or both, and will itemize all expenses for which reimbursement is claimed. Per Section II, Paragraph F above, TriMet will pay, and City will accept, 80% of the invoiced costs.
- D. City shall provide TriMet project design sets at 30%, 60%, 90%, and bid-ready plans for the project for TriMet review and comment pursuant to Exhibit B.
- E. City shall provide quarterly status reports beginning within 90 days of the effective date of this agreement. Status reports are for TriMet's use in required reporting to FTA.

Status reports shall provide updates describing what has been accomplished and what work remains. Status reports should be submitted to TriMet's Project Manager, Nick Johnson at johnsoni@TriMet.org.

- F. City will provide any additional funding as needed to complete the improvements at agreed upon locations.
- G. The City's project manager shall be responsible for outreach to the community, in partnership with TriMet.
- H. If FTA Section 5307 funds are not awarded to TriMet and TriMet does not contribute any other funds to this project, the City may choose to cancel or reduce the scope of the project.

IV. City's additional obligations as a subrecipient to TriMet for use of Section 5307 funds

- A. Subrecipient is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Terms and Conditions, attached as Exhibit D. Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by TriMet are not to be relied on as a substitute for Subrecipient's independent obligation to follow all applicable laws as required by this section.
- B. Subrecipient agrees to execute the funded activities described in Exhibit D, in accordance with the terms and conditions of those requirements. This Agreement is subject to any amendments required as a result of agreement between City of Portland and TriMet, and shall be amended to incorporate those changes.
- C. Subrecipient agrees that TriMet's right of audit and review specifically include Subrecipient's financial records, management and program systems and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by TriMet pertaining to this Agreement.
- D. Subrecipient shall not enter into subcontracts or subagreements for performance of work under this Agreement except as may be specifically authorized by this Agreement. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to

each tier.

1. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the work under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
 2. Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.
 3. Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- E. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, Subrecipient is required to verify that none of its Subrecipients, 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. By signing this Agreement, Subrecipient makes a material representation of fact relied upon by TriMet that Subrecipient has complied with 49 CFR Part 29. If it is later determined that Subrecipient knowingly rendered an erroneous representation of compliance with 49 CFR Part 29, in addition to and without limitation of the remedies available to TriMet, the Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. In addition, Subrecipient is required to comply with 49 CFR 29, Subpart C throughout the term of this Agreement, and must include the requirement to comply with 49 CFR Part 29, Subpart C in any lower tier covered transaction it enters into.
- F. The Lobbying Certificate attached hereto as Exhibit E, and the Non-Discrimination Assurance set forth as Exhibit F are incorporated into and made part of this Agreement.

G. Inspection of Records and Services

1. Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the

Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government or TriMet may require. Subrecipient shall permit TriMet, the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by TriMet, Subrecipient shall provide TriMet access to and shall provide a copy of records maintained by Subrecipient under this Agreement.

2. Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to an audit conducted in accordance with requirements under 2 CFR 200. Subrecipient shall remit electronically the annual audit covering the funds expended under this Agreement and any annual audit of its subcontractor or subrecipient responsible for the financial management of funds received under this Agreement, to the Grants Administrator at turneye@trimet.org, no later than 30 days after receipt of the auditor's report.

If applicable, a copy of any finding or management letter that accompanies the audit, must also be remitted.

3. Subrecipient further agrees to include in any third party contract under this Agreement, a provision to the effect that the contractor must retain and grant TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.
4. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between TriMet and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
5. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees

to include in any third party contract under this Agreement a provision to this effect.

H. Withholding of Funds

TriMet may withhold payment of funds if the funds are not being used in accordance with the terms and conditions of this Agreement, if all required reporting has not been submitted, or if there are any unresolved audit findings relating to the Subrecipient's performance. Subrecipient shall ensure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require TriMet to reimburse funds to City or otherwise incur costs from City withholding of funds, hold harmless and indemnify TriMet for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by TriMet.

I. Indirect Cost Rate

Subrecipient will use the rate of 76.76% to recover costs that are not directly traceable to a particular project/program. This rate applies to both the Section 5307 funds and the City's local match funds. This rate was identified on the City of Portland's Consolidated Citywide Cost Allocation Plan for its Transportation Bureau for FY2019 (costs derived from FY2017 financial statements) and is subject to Uniform Guidance compliance requirements under Subpart E – Cost Principles and related Appendices. The City must retain all supporting documentation for audit and make available to TriMet staff, if requested.

V. Term and Termination

- A. The term of this agreement is from the Effective Date until July 1, 2021, unless further extended upon mutual written agreement of the Parties.
- B. TriMet may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by TriMet, under any of the following conditions:
 1. Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 2. Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from TriMet fails to correct such failures within 10 days or such longer period as TriMet may authorize;
 3. TriMet fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if TriMet determines to terminate for its own convenience;
 4. Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is

no longer allowable or is no longer eligible for funding proposed by this Agreement;

5. Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
6. Subrecipient takes any action pertaining to this Agreement without the approval of TriMet and which under the provisions of this Agreement would have required the approval of TriMet.

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

VI. Indemnification

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, the City of Portland agrees to indemnify, hold harmless and defend TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorney's fees, resulting from or arising out of the activities of City, its officers, employees or agents under this Agreement, except to the extent caused by TriMet's negligence.

Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, TriMet agrees to indemnify, hold harmless and defend the City of Portland, its officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof, including reasonable attorney's fees, resulting from or arising out of the activities of TriMet, its directors, employees or agents under this Agreement, except to the extent caused by City's negligence.

VII. Funding Acknowledgement / Signage

Any reports made to neighborhood, business, or other civic organizations, as to any members of the press shall acknowledge work being done is based on a partnership between the City and TriMet.

VIII. Amendments

Except as otherwise provided for in this Agreement, the City or TriMet may amend this Agreement only in writing signed by the authorized staff members.

IX. No Third Party Beneficiary

Except as set forth herein, this Agreement is between the parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.

X. Compliance with Laws

- A. The parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, to the extent applicable, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279C.580, which hereby are incorporated by reference. Without limiting the generality of the foregoing, the parties expressly agree to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- B. The parties recognize that funds provided by the Federal Transit Administration ("FTA") will be used to pay for a portion of the Project. Each party agrees to comply with all local, state, and federal laws and regulations and fully understands and agrees to comply with all applicable requirements governing the work of FTA and subrecipients and/or contractors.
- C. To the extent applicable to each of the respective parties, this Agreement is subject to all federal provisions prescribed for third-party contracts by the federal grant agreement.

XI. Assignment

Neither TriMet nor City shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other.

XII. Severability/Survivability

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

XIII. Interpretation of Agreement

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The Section headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

XIV. Communications

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

TriMet:

Subrecipient:

Nicholas Johnson
johnsoni@trimet.org
TriMet
1800 SW 1st Ave. Suite 300
Portland, OR 97201

Liz Rickles
Elisabeth.rickles@portlandoregon.gov
Portland Bureau of Transportation
1120 SW 5th Avenue, Suite 800
Portland, OR 97204

Entire Agreement; Modification; Waiver

This Agreement and attached exhibits constitute the entire Agreement between the parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver by a party of that or any other provision.

IN WITNESS WHEREOF, the City and TriMet have executed this Agreement as of the Effective Date.

CITY OF PORTLAND

Executive Director, Engineering &
Construction

XXXXXX, Portland Bureau of
Transportation

Date

Date

APPROVED AS TO FORM:

By: _____

TriMet Legal Department

TriMet

Steve Witter