



600 NE Grand Avenue
Portland, OR 97232-2736

RTO Program Grant Agreement

Metro Grant 938587

Project: Portland DOT Commute Program Strategy Development

THIS AGREEMENT is between **Metro**, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 N.E. Grand Avenue, Portland, Oregon 97232-2736, and **City of Portland**, referred to herein as "Grantee," mailing address 1120 SW 5th Avenue, Portland, OR 97204.

1. Background

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

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

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

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

2. Effective Date and Duration

This agreement is effective July 1, 2023, and terminates July 1, 2024, unless terminated or extended as provided in this Agreement. Metro will reimburse allowable costs incurred on or after July 1, 2023, as set forth in the Scope of Work.

3. Scope of Work

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

4. Compensation

The total Agreement amount is **\$208,960.00**. This amount includes (1) FTA GRANT funds to be dispersed to Grantee not to exceed **\$187,500.00**; and (2) Grantee's non-federal local match of **\$21,460.00**.



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5. Payment

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

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

- 2 CFR 200 - Uniform Guidance – Super Circular

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

6. Subcontracts

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

7. Records Maintenance – Access

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

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

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



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8. Indemnity

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

9. Termination

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

10. Insurance

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

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

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

11. Right to Withhold Payments

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



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12. Federal, State, and Local Law Compliance

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

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

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

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

13. Discrimination Prohibited

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

14. Ownership of Documents and Credit to Metro

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

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



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15. Project Information

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

16. Independent Contractor Status

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

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

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

17. Assignment

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

18. Choice of Law

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

19. No Waiver of Claims

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

20. Modification

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

21. Severability

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

22. No Special or Consequential Damages

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Grantee expressly waives any claims against Metro regarding the Scope of Work under this Agreement. Metro's liability under this Agreement is limited to payment of the Grant Funds, to the extent that Grantee has fully and completely complied with all terms and conditions of this Agreement. Metro is not liable for, and the Grantee specifically releases Metro from, any liability for special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure of performance related to the Scope of Work or this Agreement, however caused, whether or not arising from Metro's sole, joint or concurrent negligence.

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

City of Portland

By: _____

Printed: _____

Title: _____

Date: _____

Metro

By: _____

Printed: _____

Title: _____

Date: _____

Exhibit A – Scope of Work

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Project Description:

This project will develop a City of Portland Transportation Demand Management (TDM) commute program strategy focused on shifting single occupancy vehicles (SOV) commute trips to active or shared modes of transportation. Project development will happen in collaboration with Metro and Regional Travel Option partners. The commute program strategy will define roles and actions that build upon direction provided by the Portland Bureau of Transportation's (PBOT) TDM plan, Transportation System Plan, City Council direction, and regional partners.

PBOT's TDM Plan, "The Way to Go Plan: Moving People in Portland", outlines nine strategic priority areas including "Employer Commute Programs". This plan was developed through internal and external stakeholder meetings, including conversations with community-based organizations. The employer commute strategic area comes with three main objectives:

- Work with employers to affect changes to workplace policies and benefits that encourage the use of transportation options.
- Remove or reduce the provision of free parking at worksites.
- Coordinate with statewide and regional Commute Trip Reduction efforts.

This planning project will position PBOT to pursue these objectives in a coordination with the regional TDM commute framework. This planning project will yield a work plan comprised of TDM strategies organized by two timeframes: short-term (2 years) and long-term (3+ years).

The short-term commute program strategy has a goal of designing a local TDM program that supports the upcoming changes from the Department of Environmental Quality's update of the ECO Rule. PBOT will leverage the update to support employers in providing their employees with robust transportation options. As part of this project, we will conduct a series of partner conversations in order to reach consensus and clarity on each agency's role in implementing the ECO Rule.

The long-term commute program strategy has a goal of developing a commute program strategy that would build upon the activities implemented in the short-term strategy and incorporate City Council-directed action from the Pricing Options for Equitable Mobility final report. City council directed PBOT to develop a flexible commuter benefits program (parking cash-out) program that requires employers that provide free or subsidized parking to offer their employees that parking value in taxable cash income or alternative transportation benefits. One outcome of the long-term plan would be to identify phases that move us toward achieving this VMT-reducing objective.

This planning project will allow us to develop a thoughtful commute program strategy that holds transportation justice and reducing carbon emissions as dual core values. A 2015 Harvard study found, the average commute times for Black commuters are 20% longer than white commuters and that a person's commute time is the single biggest indicator to predict ability to escape poverty more than education or housing. This multi-agency planning and coordination effort around commute will move the City of Portland closer to our goals of reducing single-occupancy vehicle trips, increasing active travel modes and carpooling, and improving Portlanders' quality of life-especially those who are most impacted by the time and money cost of commuting.

Project Goals and Expected Outcomes:

Goals:

Exhibit A – Scope of Work

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- Reaching consensus and clarity on PBOT’s role in regional commute program strategy and framework.
- Create a commute program strategy that that will support goals stated in PBOT’s “Way to Go: Moving People in Portland” TDM Plan.

Outcomes:

- A commute program strategy that will lay out a blueprint for how our agency coordinates with regional RTO partners to deliver sustainable commute messaging and programming to employers.
- A commute program strategy that will support employers to provide competitive commuter benefits program that is oriented to support active transportation.
- The long-term commute program strategy identifies underrepresented groups and outlines plans to increase outreach to those groups.
- A commute program strategy that can serve as work plan(s) for 0.5 FTE personnel to implement in subsequent two years after completion of this project.

Evaluation Plan:

- We will circulate our planning documents (short term plan, long term plan) for review and feedback from partners ahead of finalization.

Project Staff:

Staff Name	Title	Project Role	Experience (yrs)	FTE
Michael Espinoza	TDM Specialist II	Project Manager	8	0.3
Liz Hormann	TDM Specialist II	Project Lead and Strategy	10	0.2

Task 1: Define PBOT’s role in commute-focused program work

Task Description:

Coordinate with internal and external partners through a series of planning conversations in order to identify and define PBOT’s role in commute program work.

Early identification of partners include:

Exhibit A – Scope of Work

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- TriMet
- Oregon Metro
- Department of Environmental Quality
- Portland-area transportation management associations (TMAs)
- Institutions with large campuses
- Business associations / groups
- Community-based organizations serving Black, Indigenous, and People of Color community members (examples from our Way to Go planning process are PAALF, Coalition of Communities of Color, Albina Vision, Getting There Together Coalition, OPAL Environmental Justice, Rosewood Initiative, IRCO's Africa House, and REACH Multnomah County)

Project Goals/Outcomes Fulfilled by Task:

- A commute program strategy that will lay out a blueprint for how our agency coordinates with regional RTO partners to deliver sustainable commute messaging and programming to employers.
- Partners feel engaged and included in our strategy development and planning process.

Deliverables:

- Summary of conversations and meeting outcomes

Task 2: Short-term commute program strategy development

Task Description:

Development of a short-term commute program strategy that will serve as a PBOT workplan for 2 years. We will position PBOT to deliver on our portion of the regional TDM framework that is being developed with RTO partners. This work will likely focus on increasing awareness of Get There program resources and materials and engaging with employer transportation coordinators. We will work in close collaboration with Metro so that our programing is aligned with regional TDM commute strategies.

Project Goals/Outcomes Fulfilled by Task:

- A commute program strategy that supports employers to provide a competitive commuter benefits program that is oriented to support active transportation

Exhibit A – Scope of Work

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- Creation of a 2-year commute program strategy that includes a work plan and staffing that will then be implemented following the conclusion of this RTO 1-year emerging partner grant.

Deliverables:

- A 2-year commute program strategy document.

Task 3: Long-term commute program strategy development

Task Description:

Development of a long-term commute program strategy that will serve as a guide for the coming 3+ years and will move PBOT closer to larger TDM goals such as the Flexible Commute Benefits program. Our planning will include phases of work that build upon each other and allows PBOT to plan for adequate resourcing of this work in the coming years. This work will be informed by findings from the PBOT TDM plan that was collected from organizations serving BIPOC communities. We will also circle back with these organizations serving BIPOC communities for feedback on emerging concepts and workplans, and ensure that we report back how their input influenced the program.

Project Goals/Outcomes Fulfilled by Task:

- Reaching consensus and clarity on PBOT’s role in regional commute program strategy and framework and how this aligns with PBOT’s advancement of its mobility and transportation justice goals.
- Creation of a long-term (3+ year) commute program strategy that PBOT can follow in the coming years as we move towards larger mode shift goals.

Deliverables:

- A long-term (3+ years) commute program strategy document.

Project Schedule

Task	Task Title	Schedule
1	Define PBOT’s role in commute focused program work	July 1, 2023 to December 31, 2023
2	Short term commute program strategy development	July 1, 2023 to June 30, 2024
3	Long term commute program strategy development	October 1, 2023 to June 30, 2024

Exhibit A – Scope of Work

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Budget

Organization	PBOT					
Proposed Grant Budget						
Expense Category	Detail	Estimated FTE	Total	Task 1	Task 2	Task 3
Staff Time			\$ 99,429.95			
Michael Espinoza		0.3	\$ 59,658			
Liz Hormann		0.2	\$ 39,772			
			\$ -			
Materials and Supplies			\$ 5,225			
Meeting Supplies			\$ 1,725	\$ 575	\$ 575	\$ 575
Graphic Design			\$ 3,500		\$ 1,750	\$ 1,750
			\$ -			
			\$ -			
Contracted Services			\$ -			
			\$ -			
			\$ -			
Approved Indirect Costs	83.32% of Labor Costs		\$ 82,845			
Total Grant Request		0.5	\$ 187,500	\$ 575	\$ 2,325	\$ 2,325

Approved Indirect Cost Rate	83.32%
Requested Grant	\$ 187,499.99
Local Match 10.27%	\$ 21,460
Proposed Total Budget	\$ 208,960

Estimated Grant Funded Expenditures by Year	
Year 1	\$ 187,500
Year 2	\$ -
Year 3	\$ -
Total	\$ 187,500

Local Match			
Source of Funding	Type of Funding	Notes	Amount
PBOT General Transportation Revenue	Cash	10.27% of expenses	\$ 21,460
			\$ -
			\$ -
Total			\$ 21,460.00

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

Exhibit A – Scope of Work

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(1) FTA GRANT funds to be dispersed to Grantee not to exceed **(\$187,500.00)**

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

(2) Grantee's non federal local match (10.27%) of **(\$21,460.00)**.

(3) Grantee's current federal approved indirect rate is 83.32%. Indirect rates are subject to change each fiscal year.

Grantee's invoices must include:

- Metro Grant number **(938587)**
- Grantee name
- remittance address
- invoice date
- invoice number
- invoice amount
- Local Match amount
- itemized statement of work performed and expenses incurred during the invoice period
- **Required** to be submitted quarterly and uploaded into ZoomGrants

Exhibit B

Partnership Requirements

Partnership Requirements

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

Instructions: Read and initial

Applying Strategies and Collaborating with RTO Partners

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

Project Materials

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

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

Events and Media

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

Measurement and Evaluation

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

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



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Exhibit B

Partnership Requirements

Use of ZoomGrants

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

____ **Initial Here**



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

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

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

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

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

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

(FTA Master Agreement, §3.l)

B. False or Fraudulent Statements or Claims.

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

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

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

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

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

(FTA Master Agreement, §4.e)

C. Access to Third Party Contract Records.

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

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

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

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

(FTA Master Agreement, §16.s)

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

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

(FTA Master Agreement, §3.g)

E. Civil Rights.

(a) Civil Rights Requirements.

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

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

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

(2) Prohibit the:

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

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

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

(3) Follow:

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

(ii) FTA does not require an Indian Tribe to comply with FTA programspecific guidelines for

Exhibit C – Federal Clauses

\$100,000 and above

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Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.

(c) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:

(1) Prohibit discrimination based on race, color, or national origin,

(2) Comply with:

(i) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, et seq.;

(ii) U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR Part 21; and

(iii) Federal transit law, specifically 49 U.S.C. § 5332; and

(3) Follow:

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

(ii) U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3; and

(iii) All other applicable federal guidance that may be issued.

(d) Equal Employment Opportunity.

(1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and:

(i) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;

(ii) Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.;

(iii) Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;

(iv) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of this Master Agreement;

(v) FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients;” and

(vi) Follow other federal guidance pertaining to EEO laws, regulations, and requirements.

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

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of 49 CFR Part 26; and

(ii) Reporting TVM Awards. Within 30 days of any third party contract award for a transit vehicle purchase, the Recipient must submit to FTA the name of the TVM contractor and the total dollar value of the third party contract, using the Transit Vehicle Award Reporting Form on FTA's website. The Recipient must also submit additional notifications if options are exercised in subsequent years to ensure that the TVM is still in good standing.

(4) Assurance. As required by 49 C.F.R. § 26.13(a):

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

(A) It must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted contract, or in the administration of its DBE program or the requirements of 49 CFR Part 26;

(B) It must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts;

(C) Its DBE program, as required under 49 CFR Part 26 and as approved by U.S. DOT, is incorporated by reference and made part of the Underlying Agreement; and

(D) Implementation of its DBE program approved by U.S. DOT is a legal obligation and failure to carry out its terms will be treated as a violation of this Master Agreement.

(ii) Subrecipient/Third Party Contractor/Third Party Subcontractor Assurance. The Recipient agrees and assures that it will include the following assurance in each subagreement and third party contract it signs with a Subrecipient or Third Party Contractor and agrees to obtain the agreement of each of its Subrecipients, Third Party Contractors, and Third Party Subcontractors to include the following assurance in every subagreement and third party contract it signs:

(A) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must not discriminate based on race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, and third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 CFR Part 26;

(B) The Subrecipient, each Third Party Contractor, and each Third Party Subcontractor must take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable;

(C) Failure by the Subrecipient and any of its Third Party Contractors or Third Party Subcontractors to carry out the requirements of this subparagraph 12.e(4)(ii) is a material breach of this subagreement, third party contract, or third party subcontract, as applicable; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Federal laws, including:

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

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

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

(B) For Indian Tribes, Titles II and III of the ADA apply, but Title I of the ADA does not apply because it exempts Indian Tribes from the definition of “employer;”

(iii) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with

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disabilities;

(iv) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination; and

(v) Other applicable federal laws, regulations, and requirements pertaining to access for seniors or individuals with disabilities.

(2) Federal regulations and guidance, including:

(i) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37;

(ii) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 CFR Part 27;

(iii) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 49 CFR Part 38;

(iv) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 CFR Part 39;

(v) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 CFR Part 35;

(vi) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 CFR Part 36;

(vii) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630;

(viii) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 CFR Part 64, subpart F;

(ix) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 CFR Part 1194;

(x) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 CFR Part 609;

(xi) FTA Circular 4710.1, “Americans with Disabilities Act: Guidance,” and

(xii) Other applicable federal civil rights and nondiscrimination regulations and guidance.

(i) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections. The Recipient agrees 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

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(3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.

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

(1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, (65 Fed. Reg. 50121); and

(2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005.

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

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

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

(FTA Master Agreement, §12)

F. Procurement.

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

(1) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable federal laws, regulations, and requirements in effect now or later that affect its third party procurements;

(2) To comply with the applicable U.S. DOT Common Rules; and

(3) To follow the most recent edition and any revisions of FTA Circular 4220.1, “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

(FTA Master Agreement, §16.a)

G. Right of the Federal Government to Terminate.

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

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

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

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

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

(FTA Master Agreement, §11)

H. Debarment and Suspension.

The Recipient agrees to the following:

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

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

(i) U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200;

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

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

(3) It will review the U.S. GSA “System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs,” if required by U.S. DOT regulations, 2 CFR Part 1200.

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

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

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

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Underlying Agreement;

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

(iii) FTA Chief Counsel.

(FTA Master Agreement, §4.h)

I. Lobbying Restrictions.

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

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

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

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

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

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

(FTA Master Agreement, §4.c)

J. Other Environmental Federal Laws.

The Recipient agrees to comply or facilitate compliance, and assures that its Third Party Participants will comply or facilitate compliance, with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to “Protection of Wetlands,” and Executive Order No. 11988, as amended, “Floodplain Management.”

K. Disputes, Breaches, Defaults, and 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; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must

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include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

(3) *Additional Notice to U.S. DOT Inspector General.* 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, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(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)



600 NE Grand Avenue
Portland, OR 97232-2736

Exhibit C, Attachment A Debarment Certification

Metro Grant 938587

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

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

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

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

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

Signature _____

Name _____

Title _____

Organization _____

Date _____



600 NE Grand Avenue
Portland, OR 97232-2736

Exhibit C, Attachment B Lobbying Certification

Metro Grant 938587

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

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

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

Signature of Grantee's Authorized Official

Name (Printed)

Title

Date