
Project: Portland Bureau of Transportation – Equitable Options, Empowered People

THIS AGREEMENT is between **City of Portland** (“City”), a municipal corporation organized under the laws of the State of Oregon, and **Organizing People/Activating Leaders OPAL** (“Grantee”).

A. Background

1. City of Portland, through its Portland Bureau of Transportation is the recipient of Federal Transit Administration (“FTA”) Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) grant funds and wishes to enter into this Agreement with the Grantee as a subrecipient of the federal funds.
2. The following exhibits are attached and incorporated into this Agreement by reference.

Exhibit A: **Scope of Work**

Exhibit B: **Federal Requirements and Certifications (including Attachments A, B, and C)**

Exhibit C: **Information required by 2 CFR 200.331**

Exhibit D: **Grantee Insurance**

Exhibit E: **Request for Reimbursement (RFR).**

3. City selected Grantee, through a competitive process pursuant to Financial Management Policy FIN- 2.04 to receive funding. Grantee’s project will support the Equitable Options, Empowered People program in that this project is expected to further the Metro Regional Travel Options effort toward accomplishing Regional Transportation Plan modal target of 40% non-SOV trips or higher, by the year 2040 as well as the City of Portland’s modal target of 70% non-SOV trips or higher by 2035. Equitable Options, Empowered People is a multi-faceted transportation demand management (TDM) project that will maximize area investments in active transportation using targeted individualized marketing, TDM incentives and/or disincentives, and encouragement events.

B. Effective Date and Duration

The effective date of this Agreement is July 1, 2023 (“Effective Date”), and shall remain in effect until, and including, June 30, 2026 (“Expiration Date”) unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the agreement terminates or expires.

C. Scope of Work

Grantee shall provide all services and materials specified in **Exhibit A** (“Scope of Work”) which is incorporated into this Agreement by this reference as if set forth in full. Grantee shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

D. Compensation

The total Agreement amount is \$36,000. This amount includes (1) Federal Awarding Agency GRANT funds to be dispersed to Grantee not to exceed \$36,000.

E. Reimbursement

1. City will reimburse the Grantee its eligible costs incurred in carrying out the Project as identified in this Agreement not to exceed \$36,000. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by the City of an RFR as specified in **Exhibit E** ("Request for Reimbursement") ("RFR"). RFRs shall be submitted on or before 30 days following each subsequent calendar quarter. Final RFR shall be submitted on or by May 15th, 2026. Reimbursements for expenses will be withheld if Performance Reports are not submitted alongside invoices.

2. 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. City will reimburse Grantee for qualified costs for work described in **Exhibit A** and the following:

- a. [2 CFR 200 - Uniform Guidance – Super Circular](#)

3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement, and identify any required matching amounts, if applicable. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. If City requests documentation, including without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense, City must receive the documentation before it will make a payment. In addition, City may require a more detailed budget breakdown, and the Grantee shall provide the supplementary budget information in a timely manner in the form and content prescribed by City. Any amendments to the budget must be approved in writing by both City and Federal Awarding Agency.

F. Recovery of Grant Funds

Grantee shall return to City, within (fifteen) 15 days after the City's written request, any funds disbursed to Grantee under this Agreement that, in the City's sole judgment, are spent in violation of the provisions of this Agreement or that remain unspent upon termination or expiration of this Agreement.

G. Universal Identifier and Contract Status

Grantee shall apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the Grantee shall maintain an active registration in the Central Contractor Registration database, now located at www.sam.gov.

H. Program Income

The Grantee shall report monthly on all program income (as defined by 2 CFR 200.80) generated by activities carried out with the grant funds made available under this Agreement. The use of program income by the Grantee shall comply with the requirements set forth by 2 CFR 200.307

I. Procurement

Grantee shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, Grantee shall comply with the applicable provisions of 2 CFR Part 200.

1. Subcontracts.

- a. Grantee **shall not** enter into any subcontract for any of the Services required by this Agreement without City's prior written consent. Upon approval by City of a subcontract, the parties will amend the Agreement to include provisions related to the subcontract.

- b. City's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to the Grantee and subcontractors have no right to payment directly from the City.
- c. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor and City.
- d. All subcontracts, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition and use small, minority, or women-owned or disadvantaged business to the extent practicable.
- e. Grantee agrees to include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency.

2. Suspension and Debarment. Grantee agrees not to subcontract with an entity where it has notice or knowledge that the latter has been found in violation of regulations under 2 CFR 200.213 "Suspension and Debarment". Grantee is responsible for further requiring this inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee may access the Excluded Parties List System at www.sam.gov.

3. Conflict of Interest. Grantee must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the City within five (5) calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

J. Records Maintenance – Access

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.
2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall 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.
3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final expenditure report 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. Consistent with 2 CFR 200.333 through 200.337, grantee is required to retain the records relating to this Agreement.

K. Audits

If Grantee spends \$750,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with provisions of 2 CFR 200 Subpart F.

A copy of the audit shall be submitted to City within thirty (30) days of completion.

L. Lobbying

Grantee certifies that none of the funds provided under this Agreement will be used to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

M. Mandatory Disclosures

Grantee must immediately notify the City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in 2 CFR 200.113.

N. Termination

1. Termination by Failure to Receive Funding. City may terminate this Agreement if fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of this Agreement; or, federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or nor longer eligible for funding under this Agreement.
2. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) days cure period, Grantee shall commence cure within the thirty (30) days, notify City of Grantee's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
3. No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
4. Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the thirty (30) days period unless a written extension of cure period is granted by City. Grantee shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
5. Penalty for Termination for Cause. If this Agreement is terminated for cause, Grantee shall repay all grant funds tendered under this Agreement, and City, in its sole discretion, may decline to approve or award future grant funding requests to Grantee.
6. Termination by Agreement or for Convenience of City. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any unspent grant funds after the effective date of termination. Unless the Parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds. City shall not be liable for indirect or consequential damages. Termination by City shall not waive any claim or remedies it may have against Grantee.

O. Hold Harmless

1. The Grantee shall hold harmless, defend, and indemnify City, and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Grantee and its contractors in the performance of this Agreement.

2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited subject to the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

P. Independent Contractor Status

1. Grantee shall be an independent Contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Grantee be considered an employee of the City.
2. Grantee shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work.
3. 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.

Q. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall 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.

R. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

S. Modification

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

T. 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.

U. Third Party Beneficiaries

There are not third party beneficiaries to this Agreement and may only be enforced by the Parties.

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

(Agency/Organization)

By: _____

Printed: _____

Title: _____

Date: _____

City of Portland

By: _____

Printed: _____

Title: _____

Date: _____

(Grantee Program Contact)

Name _____

Title : _____

Address 1 _____

Address 2: _____

Phone _____

Email: _____

City of Portland Program Contact

Name _____

Title _____

Address 1: _____

Address 2: _____

Phone: _____

Email: _____

Exhibit A – Scope of Work

Project Description

Equitable Options, Empowered People seeks to reduce vehicle miles traveled (VMT) by effecting behavior change from single-occupancy driving trips to active transportation trips. This program will use a two-prong approach in order to reach the City of Portland's goal of 30% single-occupancy trips (SOV) by the year 2035: 1) Reducing VMT for community members with more access to multimodal options and 2) Reducing information and cost barriers for vulnerable community members who face greater obstacles in using multimodal options. Our proposal has four focus areas that contribute to this strategy.

1. **Serving our citywide community with SmartTrips** – multimodal information and encouragement to newly relocated people.
2. **Serving community members living with low income** – Transportation Wallet: Access for All is the City of Portland's universal basic mobility program offering a financial incentive to access active transportation.
3. **Supporting the growth of an inclusive bicycling community** – bike-focused events and rides in communities that score high in the PBOT equity matrix.
4. **Partner-led multimodal programming-** supporting community organizations to provide guided walks, open streets events, and encouragement for people to adopt a multimodal lifestyle.

For item number 4, **Equitable Options, Empowered People** will partner with Organizing People/Activating Leaders (OPAL) to engage community members through authentic programming via their Bus Riders Unite program, described below.

The OPAL Environmental Justice's BUS RIDERS UNITE! (BRU) program is a membership-based community group that focuses on organizing and empowering low-income people, Black, Indigenous, and people of color, people with disabilities, youth, and seniors to advocate for equitable and environmentally sustainable public transportation. The program area prioritizes addressing community-identified needs and barriers to travel options, with a specific focus on the Portland communities where there is increasing diversity and concentrated poverty, especially youth poverty, along with high transit-dependency.

BRU recognizes that access to safe and reliable transportation is essential for residents and families to engage in community-based travel options outside of work and school. To address this BRU will undertake these main initiatives.

- **COMMUNITY WALKING, BUS RIDING, AND ROLLING EVENTS:** BRU will organize and promote community walking and rolling events, such as walks and bike rides, to key destinations such as parks, community centers, and libraries. These events will provide residents with an opportunity to explore their neighborhoods, meet their neighbors, and learn about the resources available to them. The events will also promote active transportation as a healthy and environmentally-friendly alternative to driving.
- **TRIP AND ROUTE PLANNING:** BRU will provide trip and route planning services to residents, helping them to plan and navigate trips to-and-from key destinations. We will work with community members to identify barriers to travel and provide guidance on how to overcome these barriers, including information on alternative transportation options such as public transit, biking, and walking.

Exhibit A – Scope of Work

Goals and Performance Measures

A comprehensive list of measures can be found in Metro RTO’s Multiple Account Evaluation (MAE) Framework in the [RTO 2023-2026 Grants Reporting and Invoicing Guide](#). MAE is the primary evaluation tool for the RTO grant. For the purpose of grantee’s work, the key measures from the MAE framework are:

- Auto trips reduced
- Active and non-SOV trips taken or number of people who participated (includes transit, biking, walking, and carpooling/ride sharing)
- Description of demographics or geographic areas served

Performance Reports

Grantee agrees to submit Performance Reports alongside an invoice to Project Manager annually at minimum. More frequent invoicing and performance reports are welcome and is at the discretion of OPAL. In case of lack of grant activity and no invoice, please schedule a check-in meeting with the Project Manager.

Year	Covers activities for	Email report and submit invoice to PBOT by
1	7/1/23 – 6/30/24	7/3/24
2	7/1/24 - 6/30/25	7/3/25
3	7/1/25-5/15/26	Final invoice and report by 5/15/26

- Please provide a narrative of the tasks that were done during the period, the impact of the work, and feel free to include lessons learned and things that you couldn’t complete or were delayed. Include photos, stories, and quotes if you have them.
- For the quantitative portion, please include to the best of your ability, as many of the following data points as you have them. These metrics come from Metro RTO reporting metrics:
 - # of participants in your activities/events
 - # of active trips (bike, walk, transit)
 - # of auto trips reduced (only double count the # of active trips if those trips reduced SOVs)
 - # of views/impressions of your communication or promotional pieces
 - Copies of posters or fliers
 - Opens and clicks of email campaigns
 - Views of social media ads
 - Views of videos
 - RSVPs of events
 - List of demographics you served
 - List of partner organizations that were involved in the project

Communication with PBOT

Grantee agrees to meet annually with the Project Manager to discuss completed work, upcoming work, and check for any opportunities for collaboration or emerging challenges.

Exhibit B – Federal Requirements and Certifications

The Grantee shall comply with the Federal Awarding Agency's **Master Agreement 938615 Attachment C** and all applicable federal requirements, including, but not limited to, the following:

Non-Discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

Grantee and any of its contractors or subcontractors assures compliance with all applicable nondiscrimination laws, including but not limited to:

- a. **Title VI of the Civil Rights Act of 1964** (USC § 2000d et seq)
- b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq)
- c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III)
- d. **Civil Rights Act of 1968** (42 USC § 3601 et seq), which prohibits
- e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq),
- f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794),

Services to Limited English Proficient (LEP) Persons. Grantee and any of its contractors or subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see www.lep.gov

Drug-Free Workplace Requirement. Grantee agrees to comply with the requirements of the Drug Free Workplace Act of 1988, 41 USC § 701 et seq., which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Grantee shall notify the City within ten (10) days if an employee of the Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

Whistleblower Protection. Grantee agree to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable.

Personally Identifiable Information (PII). Grantee, if it collects PII, is required to have a publicly available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

False Claims Act & Program Fraud Civil Remedies, 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. *See* 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency

Standard Assurances and Certifications Regarding Lobbying. Grantee is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352

Exhibit B – Federal Requirements and Certifications

Procurement of Recovered Materials. Grantee and any of its contractors or subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

Exhibit B – Federal Requirements and Certifications

Attachment A – Debarment Certification

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

This certification is required by the regulations implementing Executive Order 12549 and 12689, 2 CFR part 180.

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 **City of Portland**. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Grantee agrees to comply with the requirements 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 _____

Exhibit B – Federal Requirements and Certifications

Attachment B – Lobbying Certification

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 shall 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 shall 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 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be 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 shall be 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, Organizing People/Activating Leaders (OPAL) 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

Exhibit C – Information Required by 2 CFR 200.331

1. Federal Award Identification:
 - (i) Sub-recipient name (which must match registered name in DUNS): **OPAL**
 - (ii) Sub-recipient's DUNS number: **042366812**
 - (iii) Federal Award Identification Number (FAIN): **OR-2023-004-00**
 - (iv) Federal Award Date: **7/1/2023- 6/30/2026**
 - (v) Sub-award Period of Performance: **7/1/2023 - 5/15/2026**
 - (vi) Amount of Federal Funds Obligated by this Agreement: **\$36,000**
 - (vii) Total Amount of Federal Funds Obligated to the grantee by the pass-through entity including this Agreement: **\$36,000.**
 - (viii) Total Amount of Federal Award: **\$1,095,000.**
 - (ix) Federal award project description: **The Regional Travel Options Program (RTO Program) is a program of Metro designed to assist local governments and non-profit agencies in managing demand on transportation system and increasing use of travel options.**
 - (x)
 - (a) Name of Federal Awarding Agency: **Federal Transit Administration (FTA)**
 - (b) Name of Pass-through Entity: **Metro and the City of Portland**
 - (c) Contact information for Awarding Official:
Mary K. Anderson
Senior Management Analyst
Metro Planning and Development Department
600 NE Grand Ave.
Portland, OR 97232-2736
503.797.1907
 - (xi) CFDA Number and Program Name: **205.07 Congestion Mitigation and Air Quality (CMAQ) or Surface Transportation Program (STP).**
 - (xii) Is Award Research & Development (R&D)? **No**
 - (xiii) Indirect cost rate for the Federal award: **83.32%**
 - (xiv) Match required: **10.27%**
2. **Grantee's indirect cost rate: 10%**

Exhibit D – Grantee Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance: Grantee, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Grantee, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: Grantee shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$ 1,000,000, and aggregate limit of not less than \$2,000,000.
3. Automobile Liability Insurance: Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City and its bureaus, officers, agents and employees as Additional Insureds, with respect to the Grantee's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Grantee to the City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Proof of Insurance: Grantee shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable additional insured endorsements, to City at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. Grantee shall pay for all deductibles and premium from its non-grant funds. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

Exhibit E – Request for Reimbursement (RFR)

Pursuant to City of Portland Fiscal Year End, Grantee's Request for Reimbursement for services through June 30 of each year of the grant period shall be submitted to City of Portland no later than July 15 (May 15th for the final year to ensure timely closeout of the grant).

Payment shall be made by City of Portland on a net (thirty) 30 day basis upon approval of Grantee's RFR.

Grantee's RFR shall be sent to:

PBOTContracts@portlandoregon.gov

Please include the contract and purchase order number on RFR's. These will be provided to you by the Project Manager after the final contract is signed and entered into the city's system.