

RESOLUTION NO. 2756

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TriMet) SUBRECIPIENT AGREEMENT.

WHEREAS, the City Council for the City of Wilsonville adopted the 2017 Transit Master Plan (“Transit Master Plan”) on June 19, 2017; and

WHEREAS, the Transit Master Plan outlines future goals for the City of Wilsonville’s (“City”) transit system through South Metro Area Regional Transit (“SMART”) and supportive transportation options to meet the City’s mobility needs; and

WHEREAS, Appendix B – Route Priorities to the Transit Master Plan identifies a prioritized list of service enhancements that SMART intends to undertake should additional funding become available; and

WHEREAS, the Oregon State Legislature passed House Bill (HB) 2017 in 2017 that projects to provide additional transit funding to transit agencies throughout the State of Oregon; and

WHEREAS, the City adopted a Statewide Transportation Improvement Fund (“STIF”) Plan in order to receive STIF Formula Funds pursuant to ORS 184.758 and OAR Chapter 732, Divisions 40 and 42; and

WHEREAS, the State has designated TriMet as the Qualified Entity that will receive STIF Formula Funds from the State for all transit agencies in the Portland metropolitan area, including STIF Formula Funds due to the City; and

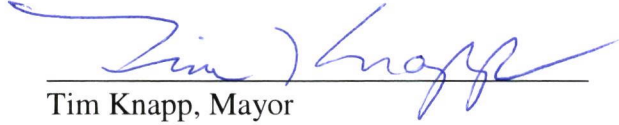
WHEREAS, TriMet and the City, by and through SMART, have negotiated the Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement attached hereto as **Attachment 1** regarding TriMet’s disbursement of STIF Formula Funds to the City.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City of Wilsonville authorizes the City Manager to enter into, on behalf of the City of Wilsonville and SMART, a Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement in substantially similar form to **Attachment 1** attached hereto.

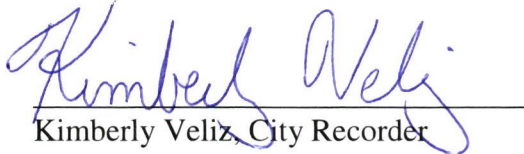
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of June, 2019, and filed with the Wilsonville City Recorder this date.



Tim Knapp, Mayor

ATTEST:



Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Stevens	Yes
Councilor Lehan	Yes
Councilor West	Yes

Attachment:

1. Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT [GP200805EV]
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION IMPROVEMENT FUNDS**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758. Pursuant to Resolution No. 18-10-72, TriMet's Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.
2. City of Wilsonville, by and through its South Metro Area Regional Transit ("SMART") Department (Subrecipient).

DEFINITIONS:

As used in this Agreement, which includes all Exhibits:

1. "Americans with Disabilities Act" ("ADA") means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. "Capital Asset" means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. "Commission" means the Oregon Transportation Commission ("OTC") established under ORS 184.612.
4. "Fiscal Year" means the annual period which begins on July 1 and ends on June 30.
5. "Low-Income Household" means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. "Project" means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
7. "Project Manager(s)" means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.
8. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may be for purposes such as health care, shopping, education, employment, public services, personal business, or recreation.

9. "Public Transportation Service Provider" means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services.
10. "Qualified Entity" means, a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
11. "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
12. "Representation Letter" means a letter prepared by a Subrecipient's external auditors and sign by Subrecipient's senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
13. "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
14. "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
15. "STIF Formula Fund" means up to 90 percent of the Statewide Transportation Improvement funds to be disbursed to Qualified Entities conditioned upon the Commission's approval of a STIF Plan, pursuant to ORS 184.758(1)(a).
16. "STIF Formula Fund Cycle" means the time period between Fiscal Years 2019 through the end of Fiscal Year 2021 (June 30, 2021) that is programmed in the STIF Plan.
17. "STIF Plan" means a public transportation improvement plan that is approved by TriMet's Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive a share of the STIF Formula Fund.

RECITALS:

1. ORS 184.751 establishes the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. STIF Formula Funds are not intended to supplant local funding sources to maintain existing services.
3. The Commission has approved TriMet's multi-year Plan for use of STIF Formula Funds through the end of Fiscal Year 2021. TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
4. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in and around Wilsonville, Oregon. Subrecipient provides Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
5. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provide Public Transportation Services as specified in this Agreement.

6. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more tasks specified in the STIF Plan.
Funds shall be used solely for the Project(s) and shall not be used for any other purpose.

AGREEMENTS:

1. General

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's Approved FY2019-2021 STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds program, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A, B, C, D, E, F, and G, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, and Exhibit G. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.
- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 1.3. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.4. Subrecipient and TriMet agree that the percentages of STIF Formula Funds designated for Subrecipient in Exhibit E represents, to the extent possible and using the best available data, an allocation method that is proportionate to the amount of employee payroll tax revenue generated within the geographic territory of the Subrecipient.
 - 1.4.1. If Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.5. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.

- 1.6. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit D, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the STIF Plan has been reached. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
 - 1.6.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit D will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.7. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule in Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.
- 1.8. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.

2. Audit and Compliance Review

- 2.1. Subrecipient shall conduct an annual financial audit of the STIF Formula Funds received by the Subrecipient pursuant to this Agreement. All financial audit reports shall be submitted to TriMet no later than 30 days after the receipt of the auditor's final report(s).
- 2.2. All audits prepared pursuant to Section 2.1 shall include the agreed-upon procedures (AUP) as set forth in Exhibit F. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1.
- 2.3. Subrecipient shall be subject to periodic on-site compliance reviews by TriMet. The purpose of the compliance site review is to ensure that Subrecipient has appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.
- 2.4. An on-site compliance review may not be required upon satisfactory completion by Subrecipient of the AUP as required in Exhibit F and the following:
 - 2.4.1 When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor. TriMet requires the following language to be included in the Representation Letter to account for STIF Formula Funds regardless of materiality:

“We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2019-21 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms

and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.”

- 2.4.2 No later than 30 days after receipt of the auditor’s financial report, Subrecipient will provide an electronic copy of the following documents to TriMet:
 - 2.4.2.1. Audited Financial Statements or Comprehensive Annual Financial Report (CAFR);
 - 2.4.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
 - 2.4.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
 - 2.4.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance;
 - 2.4.2.5. Management Representation Letter with the representation described in 2.4.1;
 - 2.4.2.6. Agreed Upon Procedures Report as required by ODOT and fully described in Appendix F.
 - 2.4.2.7. Written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement;
 - 2.4.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;
 - 2.4.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.
- 2.5. If applicable, the asset inventory list as described in the Agreed Upon Procedures. If additional compliance requirements and/or findings are identified by the independent auditor resulting in a corrective action plan, then TriMet will undertake necessary steps to ensure compliance requirements have been met and/or corrective action plans are fully developed and implemented. TriMet will bill Subrecipient for any audit or compliance review services as provided in this Section 2 on a cost reimbursement basis.
- 2.6. TriMet may request additional information including, but not limited to, audits of specific projects or services. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.7. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

- 2.8. Subrecipient shall ensure that its agreements or contracts with subcontractors or vendors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or vendor as described in this Section.

3. Accounting Requirements

- 3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and must be reported to TriMet at the end of the Fiscal Year in which it was earned.
- 3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

4. Reporting Requirements

- 4.1. In addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
 - 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted no later than 30 days after adoption. A subcontractor is not required to submit its organization's annual budget.
 - 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:
 - 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section 4.1.2 must be submitted to TriMet no later than 15 days after receipt of the final results. A copy of information submitted under this Section 4.1.2.1 must be sent to TriMet no later than 15 days after submittal to the requesting agency.
- 4.3. Subrecipient will provide TriMet with any report that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit G, the ODOT STIF Formula Fund Reporting Requirements Overview.

5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient TriMet may withhold future STIF Formula Fund payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:
 - 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
 - 5.2.2. The Subrecipient or its subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;

- 5.2.3. TriMet determines that there are any unresolved audit finding relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.4. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.5. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.6. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement;
- 5.2.7. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.8. Subrecipient terminates this Agreement; or
- 5.2.9. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

6. Discrimination Prohibited/Compliance with Laws

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

7. Indemnification

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

- 7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of equipment purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a vendor or subcontractor for the use of STIF Formula Funds.

9. Progress Reporting Requirements

- 9.1. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report must be submitted no later than 30 days following the end of a quarter.
 - 9.1.1. The quarterly reporting periods for each STIF Plan year are:
 - 9.1.1.1. January through March
 - 9.1.1.2. April through June
 - 9.1.1.3. July through September
 - 9.1.1.4. October through December
- 9.2. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 9.3. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 9.4. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan any funds carried forward.
- 9.5. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

10. Funding

- 10.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly as outlined in the schedule set forth in Exhibits A, D, and E.
- 10.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement and the Exhibits.
- 10.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future tax revenue collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

11. Term

This Agreement shall be in effect from July 1, 2019 through June 30, 2021, unless the Agreement is terminated earlier as provided in this Agreement.

12. Communications

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

TriMet:

For Reporting:

Erika Turney, Grants Administrator
TriMet
1800 SW 1st Ave., Suite 300
Portland, OR 97201
503.962.4832
turney@trimet.org

For STIF Program Questions:

Tom Mills, Service Development Manager
TriMet
1800 SW 1st Ave., Suite 300
Portland, OR 97201
503.962.4883
millst@trimet.org

Subrecipient:

For all communications:

Dwight Brashear, Transit Director
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070
503.570.1576
brashear@ci.wilsonville.or.us

For communications re Section 5.2;
Exhibit A, Sections 1(A), 3(C), 5, and 6(A);
and Exhibit C, Section 7, with a copy to:

Legal Department
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, OR 97070

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

13. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and

void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

14. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

15. Entire Agreement/Authority

15.1. This Agreement, which includes the attached Exhibits A-G constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

15.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

15.4. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRIMET

By: Bernie Bottomly

Signature: _____

Date: _____

CITY OF WILSONVILLE

By: _____

Bryan Cosgrove

As Its: City Manager

Date: _____

Approved as to form

By: _____

Barbara Jacobson, City Attorney

EXHIBIT A

SPECIFIC AGREEMENT PROVISIONS

Subrecipient shall comply with the provisions as set forth in this Exhibit. Where provided in Exhibit A, Subrecipient shall require each of its subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit.

1. **Disbursement and Recovery of STIF Formula Funds.**

- A. **Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 5 business days of TriMet's receipt of STIF Formula Funds from ODOT after July 1, 2019, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:
- i. Provided this Agreement has been executed by Subrecipient at least 7 business days prior to July 1, 2019, and Subrecipient has provided TriMet with payment instructions required by TriMet by June 21, 2019, the first disbursement will take place within 5 business days of July 1, 2019. This disbursement is expected to reflect STIF Formula Funds from ODOT for the first two quarters of Fiscal Year 2019.
 - ii. The second disbursement is anticipated for later in July 2019. The second disbursement is anticipated to reflect STIF Formula Funds from ODOT for the third quarter of Fiscal Year 2019.
 - iii. After the two disbursement above that are anticipated to occur in July 2019, TriMet will make subsequent disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
 - iv. Following the first to disbursements in this Section 1(A)(i)-(ii), the next disbursement is anticipated to occur after TriMet receives funding on October 15, 2019 and then every quarter thereafter during the STIF Plan Period.
- B. **STIF Plan Budget Revisions.** In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient's Project or between that Subrecipient's Projects as allowed under ODOT published guidance, Subrecipient's Project Manager will submit a transfer request to TriMet's Project Manager. TriMet will promptly request approval from ODOT on Subrecipient's behalf.

2. **Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to TriMet as follows:

- A. **Organization and Authority.** Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the STIF Formula Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its

obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's Charter, Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, including but not limited to program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

3. **Retention of Records and Audit Expenses**

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** To the fullest extent permitted by law, Subrecipient shall save, protect and hold harmless TriMet from the cost of any audits or special investigations performed with respect to the STIF Formula Funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to

regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

4. **Subrecipient Sub agreement and Procurement**

A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

- i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) days of its being discovered.

B. **Subrecipient's sub agreement(s) shall require the other party to such sub agreement (s) to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to Subrecipient's sub agreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Subrecipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subcontractors"), nor any attorney engaged by Subrecipient's Subcontractor(s), shall defend any claim in the name of TriMet nor purport to act as legal representative of TriMet without the prior written consent of TriMet. TriMet may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's Subcontractor is prohibited from defending TriMet or that Subrecipient's Subcontractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against Subrecipient's Subcontractor if TriMet elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

C. **Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project comply with all applicable procurement laws and policies.

5. **Termination**

A. **Termination by Subrecipient.** Subrecipient may terminate this Agreement or terminate or suspend any specific Project funded by this Agreement, effective upon delivery of written notice of termination to TriMet within 30 days, or at such later date as may be established by Subrecipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

B. **Effect of Termination.** The expiration or termination of this Agreement or any Project, for any reason, shall not release Subrecipient from any obligation or liability to TriMet, any requirement or obligation that:

- i. Has already accrued hereunder;
- ii. Comes into effect due to the expiration or termination of the Agreement; or
- iii. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement or any Project as provided in this Section, Subrecipient shall promptly identify all unexpended funds and return all unexpended funds to TriMet. Unexpended funds are those funds received by Subrecipient under this Agreement that (i) have not been spent or expended to pay the costs or expenses of the Project or Projects; and (ii) are not required to pay costs or expenses of the terminated Project(s) that will become due and payable as a result of the termination of the Project(s).

Subrecipient's identification and calculation of unexpended funds in this Section is Subject to **Section 2, Audit and Compliance Review**, of this Agreement.

6. General Provisions

A. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against TriMet or Subrecipient with respect to which the other party may have liability, the notified party must promptly notify the other party in writing of the Third Party Claim and deliver to the other party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a party of the notice and copies required in this paragraph and meaningful opportunity for the party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TriMet is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), TriMet shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of TriMet on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. TriMet's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if TriMet had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by TriMet in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of TriMet on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of TriMet on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. If Subrecipient is a public body, Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, if Subrecipient had sole liability in the proceeding.

- B. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other party, organization or individual.
- C. **No Third Party Beneficiaries.** TriMet and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- D. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 12 **Communications** of this Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given three days after the date of mailing. If email is used for communications pursuant to the following Sections, either mail or personal delivery must also be employed by the sender to the recipient and the later of the delivery dates is the date that will be used to calculate any timeframes for responses or cure periods for the recipient: Section 5.2; Exhibit A, Sections 1(A), 3(C), 5, and 6(A); and Exhibit C, Section 7.
- E. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- F. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Subrecipient shall include in any subcontracts to perform services pursuant to this Agreement a provision requiring a subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.
- G. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an "officer," "employee," or "agent" of TriMet, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the parties.

EXHIBIT B
SUBRECIPIENT INSURANCE REQUIREMENTS

GENERAL

Subrecipient shall obtain and provide, and require in its first tier sub agreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the same insurance applicable to Subrecipient for subcontractor's performance under its sub agreement: i) insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any sub agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and sub agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to TriMet. Subrecipient shall not commence work under this Agreement, and shall not authorize work to begin under a sub agreement until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements in its sub agreements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the sub agreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a sub agreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a sub agreement in which the Subrecipient is a party.

Subrecipient may be self-insured as long as the amount of insurance are equal to the amounts listed below. Subrecipient shall comply with any requirements of TriMet with respect to these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- III. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the

Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include TriMet, and its respective officers, employees and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Subrecipient, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Subrecipient and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Subrecipient or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Subrecipient or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE

The Subrecipient or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE

Subrecipient shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. In lieu of filing the certificate of insurance required herein, if Subrecipient is a local government as defined under ORS 190.003, Subrecipient may furnish a declaration that Grantee is self-insured for no less than the amounts required by applicable law.

EXHIBIT C

CAPITAL ASSET REQUIREMENTS

The terms of this Exhibit C applies to all Capital Assets purchased with STIF Formula Funds.

1. Subrecipient shall ensure Satisfactory Continuing Control of a Capital Asset purchased in whole or part with STIF Formula Funding during the period of its useful life.
2. Subrecipient shall inventory Capital Assets purchased in whole or part with STIF Formula Funds. The inventory will include a description of the Capital Asset, date of purchase, purchase price, amount of STIF Formula Funds contributed to the purchase, the source of other funds, the authorized use, the Subrecipient or subcontractor using the Capital Asset, and the condition of the asset.
 - i. If Capital Asset is a vehicle, the inventory must include the size of vehicle, the total number of passenger seats, the total number of ADA stations, the total number of seats when all ADA stations are deployed, the current mileage, and its current condition.
 - ii. If Capital Asset is an improvement to real property, such as a facility, building, or transit shelter, the inventory must include the location of the Capital Asset and its current condition.
3. Vehicles may be replaced using STIF Formula Funding if:
 - i. Subrecipient holds clear title to the vehicle(s) being replaced. Salvaged titles will not be accepted.
 - ii. The vehicle(s) has met or exceeded the applicable useful life guidelines established by the Oregon Department of Transportation (ODOT), or, if federal funds are used to purchase the vehicle, those established by the Federal Transit Administration (FTA), provided such FTA standards are no less stringent.
 - iii. The vehicle has not been previously replaced.
4. By executing an Agreement that includes the purchase of Capital Assets, Subrecipient commits to continually use the vehicle for the approved purpose for the useful life of the vehicle(s).
5. To be eligible to receive STIF Formula Funds for a real property Capital Asset, such as a transit facility, bus barn, maintenance facility, land, or administration building, Subrecipient shall demonstrate one or more of the following:
 - i. Subrecipient ownership of the property upon which the Capital Asset will be located;
 - ii. Subrecipient possession of an executed lease agreement for the property location that will be in place for the useful life of the Capital Asset;
 - iii. Subrecipient possession of an executed lien on the property for the useful life of the Capital Asset;
 - iv. In the case of a Project which will utilize property owned by a local city, county or government, an executed intergovernmental agreement with the property owner guaranteeing ongoing use for the duration of the useful life of the Capital Asset; or
 - v. In the case of a Project to purchase land, an option to purchase the land identified in the Project.

6. Subrecipient: shall:
 - i. Comply with all useful life standards established by TriMet and ODOT for Capital Assets acquired pursuant to their STIF Plans, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - ii. Use TriMet's and ODOT's established procedures for the disposition of Capital Assets acquired with STIF Formula Fund moneys, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
 - iii. Retain the net proceeds from a sale or other disposition of a Capital Asset purchased with STIF Formula Funds in a restricted account to allow Subrecipient to propose reinvesting the proceeds in a future STIF Plan or return the net proceeds to ODOT. Net proceeds are the disposal proceeds less original value, less depreciation, less disposal costs. If non-STIF Formula Funds were used in the original purchase, then only the proportion representing STIF Formula Fund contribution to the purchase are subject to this rule.
 - iv. Comply with TriMet's and ODOT's written procedures to ensure that a Capital Asset is maintained in safe operating condition, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA provided such FTA standards are no less stringent.
 - v. Maintain insurance coverage, or require subcontractors to maintain insurance coverage, that meets or exceeds the standards in ORS 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF Formula Fund moneys are titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division pursuant to ORS 803.045 and supporting rules, with the Oregon Department of Transportation listed as a security interest holder, subject to the following additional requirements:
 1. If the vehicle is registered in the name of an entity that is not a Qualified Entity or Public Transportation Service Provider, then TriMet, as the Qualified Entity and as required by OAR 732-042-0040(6), must be listed on the vehicle title as the primary security interest holder.
 2. If the vehicle was purchased with federal funds in addition to STIF Formula Fund moneys, and the federal funding source requires the vehicle to be titled otherwise than provided in this Agreement, then the federal titling requirements prevail.
7. Subrecipient shall notify TriMet of the sale, transfer or other disposition of a Capital Asset purchased with STIF Formula Fund moneys and shall report the use of proceeds, if any, from the sale to TriMet.
8. A Subrecipient may transfer its interest in a Capital Asset to an asset of equal or greater value if the transfer is proposed in a STIF Plan which is approved by the Commission.
9. When TriMet is a security interest holder in a Capital Asset, TriMet may exercise all of the rights provided to a secured lien holder under Oregon law, including without limitation, the ability to take control or possession of the Capital Asset if it determines either:
 - i. that the asset is not being used for the purpose described in a STIF Plan under which it was funded in whole or part by STIF Formula Fund moneys; or

- ii. if, during a compliance audit conducted pursuant to **Section 2 Audit and Compliance Review** of this Agreement, TriMet determines the asset is not being maintained in a state of good operational repair.

EXHIBIT D

CITY OF WILSONVILLE/SMART SCOPE OF WORK

Sub-Recipient Contact Information

- Name of Organization: City of Wilsonville
- Contact Person: Dwight Brashear, Transit Director, South Metro Area Regional Transit
- Address: 29799 SW Town Center Loop, Wilsonville, OR 97070
- Telephone: 503-682-7790 ext. 1576
- E-Mail: brashear@ridesmart.com
- FAX: 503-685-9180

TriMet Contact for Reporting:

- Contact Person: Erika Turney, Grants Administrator
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: 503.962.4832
- E-Mail: turneye@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Manager, Service Planning
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: 503.962.4883
- E-Mail: millst@trimet.org

Term of Contract:

7/1/2019 thru 6/30/2021

Total FY19-FY21 STF Formula Funds: \$4,129,748

DESCRIPTION OF PROJECTS

City of Wilsonville/SMART will receive Oregon Statewide Transportation Improvement Funds via TriMet to conduct the following activities:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
8	Electric Fleet Procurement	Buy alternative fuel buses for in-town use with a focus on 5 public school destinations to enhance student transportation options; includes 3 electric vehicles, 6 CNG cutaways, and a CNG trolley. Purchase & install electric charging infrastructure.	Task 1: Purchase 3 standard 35' electric buses and 7 standard 35' compressed natural gas buses Task 2: Construct 1 CNG fueling facility Task 3: Construct 1 electric charging infrastructure

9	Regional Coordination Program – Route 2X Tualatin	Provide express service between Tualatin Park and Ride and Wilsonville Transit Center. Enhanced service would provide approximately 20-minute headway between 6:00 am - 10:00 am and 4:00 pm – 9:00 pm to Tualatin Park and Ride.	Task 1: Fixed route operations
10	Service Expansion	Add hours of service on Routes 1X, 2X, 4, 7, and neighborhood shuttles.	Task 1: Fixed route operations
11	New Destinations	Begin service to the City of Woodburn in partnership with Woodburn Transit System and Salem Cherrits.	Task 1: Fixed route operations
12	Service Planning	Planning costs associated with services funded by STIF for new and developing areas within the City of Wilsonville.	Task 1: Planning
13	Regional Coordination Program – Route 2X Capital	One CNG cutaway to provide express service between Tualatin Park and Ride and Wilsonville Transit Center.	Task 1: Purchase 1 CNG bus <30",

PLAN BUDGET:

STIF Plan Project Number	FY19	FY20	FY21
8	\$336,000	\$216,000	\$48,000
9		\$553,600	\$553,600
10	\$587,449	\$587,449	\$587,449
11	\$155,067	\$155,067	\$155,067
12		\$75,000	
13	\$120,000		
Subtotal	\$1,198,516	\$1,587,116	\$1,344,116
Grand Total:	\$4,129,748		

REPORTING:

Plan Outcomes	FY19-21 Plan	Quarterly Report	Annual Report
Revenue Miles	610,640	X	
Revenue Hours	20,392	X	
Rides	878,600	X	
Number of new shared stops with other transit providers	6	X	
Number of students in grades 9-12 served by demand response	n/a	X	
Number of students in grades 9-12 with free or reduced fares	n/a	X	
Other outcomes: student ridership increase – optional outcome measure	10%	X	
Number of individuals within a ½ mile of a transit stop for fixed route transit	53,606		X
Number of low-income households within a ½ mile of a transit stop for fixed route transit	5,090		X
Number of students in grades 9-12 attending a school served by transit	1,211		X
Number of rides to students in grades 9-12	n/a		X

Program Criteria		
Increased frequency to areas with a high percentage of low-income households		X
Expanded routes or services to areas with a high percentage of low-income households		X
Reduced fares in communities with a high percentage of low-income households		X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more		X
Improved frequency and reliability of service between communities in and out of the Qualified Entity's area		X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service		X
Implementation of programs to provide student transit service for students in grades 9-12		X
Capital Assets		
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds	X	
Low-Income Tax Mitigation		
Report on mitigating the tax on low-income passengers		X
Audit Reports		
Copy of financial audits, including STIF procedures		X

**EXHIBIT E – STIF FUNDING DISBURSEMENT FORMULA
PORTLAND METRO/TRIMET QUALIFIED ENTITY AREA**

FY19 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY19 Projected Total	Adjustment to FY19 Projected Total	Regional Coordination Program	Adjustment to FY19 Projected Total with Regional Coordination	Percent of Adjustment to FY19 Projected Total with Regional Coordination	Not to Exceed FY19 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 20,027,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 18,740,000	\$ 18,740,000	\$ -	\$ 17,569,035	0.8772674	\$ 26,754,708
Ride Connection - STIF E&D	\$ -	\$ -	\$ -	\$ -	0.0000000	\$ -
Portland Streetcar	\$ 350,000	\$ 350,000	\$ -	\$ 350,000	0.0174764	\$ 350,000
Canby	\$ 106,605	\$ 105,730	\$ -	\$ 105,730	0.0052793	\$ 64,044
Sandy	\$ 49,427	\$ 49,021	\$ -	\$ 49,021	0.0024477	\$ 57,709
SCTD	\$ 58,683	\$ 58,201	\$ -	\$ 58,201	0.0029061	\$ 68,508
Wilsonville	\$ 447,238	\$ 443,563	\$ 120,000	\$ 563,563	0.0281402	\$ 1,198,516
Clackamas County	\$ 165,024	\$ 163,668	\$ 152,691	\$ 316,359	0.0157966	\$ 334,344
Multnomah County	\$ 19,000	\$ 19,000	\$ 243,250	\$ 262,250	0.0130948	\$ 265,100
Washington County	\$ 98,628	\$ 97,817	\$ 596,000	\$ 693,817	0.0346441	\$ 728,000
Columbia County CC Rider	\$ -	\$ -	\$ 59,024	\$ 59,024	0.0029472	\$ 59,024
Total	\$ 20,034,604	\$ 20,027,000	\$ 1,170,965	\$ 20,027,000		\$ 29,879,953

ADJUSTMENT TO FY19 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between FY19 Projected Total (\$20,027,000) and Sum of Individual Projected Totals (\$20,034,604)	\$ 7,604
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Proportional Distribution		
Canby	\$ 106,605	11.52%
Sandy	\$ 49,427	5.34%
SCTD	\$ 58,683	6.34%
Clackamas County	\$ 165,024	17.83%
Washington County	\$ 98,628	10.66%
Wilsonville	\$ 447,238	48.32%
Total	\$ 925,604	

FY20 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY20 Projected Total	Adjustment to FY20 Projected Total	Regional Coordination Program	Adjustment to FY20 Projected Total with Regional Coordination	Percent of Adjustment to FY20 Projected Total with Regional Coordination	Not to Exceed FY20 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 46,194,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 42,655,346	\$ 42,655,346	\$ -	\$ 39,299,367	0.8507461	\$ 36,854,657
Ride Connection - STIF E&D	\$ 677,654	\$ 677,654	\$ -	\$ 677,654	0.0146697	\$ 677,654
Portland Streetcar	\$ 700,000	\$ 700,000	\$ -	\$ 700,000	0.0151535	\$ 700,000
Canby	\$ 247,585	\$ 243,958	\$ -	\$ 243,958	0.0052812	\$ 128,087
Sandy	\$ 114,793	\$ 113,111	\$ -	\$ 113,111	0.0024486	\$ 131,068
SCTD	\$ 136,290	\$ 134,293	\$ -	\$ 134,293	0.0029071	\$ 163,890
Wilsonville	\$ 1,036,944	\$ 1,021,751	\$ 553,600	\$ 1,575,351	0.0341029	\$ 1,587,116
Clackamas County	\$ 383,261	\$ 377,646	\$ 1,035,472	\$ 1,413,118	0.0305909	\$ 1,379,267
Multnomah County	\$ 46,000	\$ 46,000	\$ 553,050	\$ 599,050	0.0129681	\$ 603,110
Washington County	\$ 227,576	\$ 224,241	\$ 1,160,636	\$ 1,384,877	0.0299796	\$ 1,399,136
Columbia County CC Rider	\$ -	\$ -	\$ 53,221	\$ 53,221	0.0011521	\$ 53,221
Total	\$ 46,225,449	\$ 46,194,000	\$ 3,355,979	\$ 46,194,000		\$ 43,677,206

ADJUSTMENT TO FY20 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between Dec. '18 TriCounty Projected Total (\$46,194,000) and Sum of Individual Projected Totals (\$46,225,449)	\$ 31,449
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Proportional Distribution		
Canby	\$ 247,585	11.53%
Sandy	\$ 114,793	5.35%
SCTD	\$ 136,290	6.35%
Clackamas County	\$ 383,261	17.86%
Washington County	\$ 227,576	10.60%
Wilsonville	\$ 1,036,944	48.31%
Total	\$ 2,146,449	

FY21 STIF DISBURSEMENT – BASED ON 100% ODOT DEC. '18 ESTIMATE

	FY21 Projected Total	Adjustment to FY21 Projected Total	Regional Coordination Program	Adjustment to FY21 Projected Total with Regional Coordination	Percent of Adjustment to FY21 Projected Total with Regional Coordination	Not to Exceed FY21 Plan Budget
TriCounty Total - ODOT Dec. '18 Projection	\$ 52,974,000					
TriMet - Service, LIF, Capital, Student Fare, ED, Ebus	\$ 49,446,709	\$ 49,446,709	\$ -	\$ 46,446,709	0.8767831	\$ 44,232,750
Ride Connection - STIF E&D	\$ 328,291	\$ 328,291	\$ -	\$ 328,291	0.0061972	\$ 328,291
Portland Streetcar	\$ 721,000	\$ 721,000	\$ -	\$ 721,000	0.0136105	\$ 721,000
Canby	\$ 282,102	\$ 279,433	\$ -	\$ 279,433	0.0052749	\$ 538,629
Sandy	\$ 130,797	\$ 129,560	\$ -	\$ 129,560	0.0024457	\$ 150,097
SCTD	\$ 155,290	\$ 153,821	\$ -	\$ 153,821	0.0029037	\$ 169,891
Wilsonville	\$ 1,182,997	\$ 1,171,805	\$ 553,600	\$ 1,725,405	0.0325708	\$ 1,344,116
Clackamas County	\$ 436,694	\$ 432,562	\$ 686,838	\$ 1,119,400	0.0211311	\$ 1,294,400
Multnomah County	\$ 52,000	\$ 52,000	\$ 534,613	\$ 586,613	0.0110736	\$ 593,263
Washington County	\$ 261,291	\$ 258,819	\$ 1,168,349	\$ 1,427,168	0.0269409	\$ 1,467,849
Columbia County CC Rider	\$ -	\$ -	\$ 56,600	\$ 56,600	0.0010684	\$ 56,600
Total	\$ 52,997,172	\$ 52,974,000	\$ 3,000,000	\$ 52,974,000		\$ 50,896,886

ADJUSTMENT TO FY21 PROJECTED TOTAL WAS DETERMINED BY PROPORTIONALLY REDUCING CLACKAMAS AND WASHINGTON COUNTY PROJECTED TOTALS.

Difference between Dec. '18 TriCounty Projected Total (\$52,974,000) and Sum of Individual Projected Totals (\$52,997,172)	\$ 23,172
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Proportional Distribution		
Canby	\$ 282,102	11.52%
Sandy	\$ 130,797	5.34%
SCTD	\$ 155,290	6.34%
Clackamas County	\$ 436,694	17.83%
Washington County	\$ 261,291	10.67%
Wilsonville	\$ 1,182,997	48.30%
Total	\$ 2,449,172	

EXHIBIT F

Statewide Transportation Improvement Fund Agreed-Upon Audit Procedures

Any Qualified Entity or Public Transportation Service Provider (entity or subrecipient), as defined under OAR 732-040-0005, that receives STIF money is required to be audited on the use of those funds per OAR 732-040-0015. Consistent with guidance provided by the Oregon Secretary of State, the Oregon Department of Transportation developed agreed-upon audit procedures for the program audit of the Statewide Transportation Improvement Fund (STIF). The Agreed-Upon Audit Procedures are established in accordance with Generally Accepted Government Auditing Standards (GAGAS) and American Institute of Certified Public Accountants (AICPA) AT-C Section 215. ODOT set forth the minimum procedures required for an audit of STIF funds. As set forth under Section 2, TriMet has also developed additional audit procedures based on ODOT's Compliance Guide: Monitoring Subrecipient Compliance with STIF Requirements. These agreed Upon Procedures detailed below are to be added to the STIF recipient's annual financial audit process.

STIF Funded Services

1. What best describes the STIF-funded services operated by this Subrecipient, identify all that apply?
 - Light rail operating expenses
 - Creation of new systems and services with origins, destinations, or stops in Oregon
 - Maintenance or continuation of systems and services (only after new services has been place in operation)
 - Planning for and development of a Local Plan or future STIF Plan to improve Public Transportation Service
 - Local match for state and federal funds which also provide Public Transportation Service
2. Did the services, funded by STIF, meet eligibility requirements?
3. Did the entity provide school bus or charter services?
4. Note any other observations that may impact the findings from this review, if any: (such as Infrastructure, political, key staff or major funding changes that might alter the landscape at the local level.

Financial Management

1. What types of STIF funds did the entity receive?
 - a. Formula
 - b. Discretionary
 - c. Intercommunity
2. Does the entity have a separate account in their accounting system for each type of STIF fund received?
Yes/No. If no, attach an explanation.
3. How much interest was earned on STIF Formula funds?
 - a. Was interest spent on STIF-approved expenditures?
 - b. If 100% of interest was not expended on STIF approved expenditures, what amount will be carried forward into a future STIF Plan?
4. Did the entity spend STIF Formula funds, including interest, on expenditures NOT included in a STIF Plan?
If yes, attach a summary of expenditures and narrative explaining the deviation from the STIF Plan.
5. What amount of unspent STIF Formula funds were carried forward to the next Fiscal Year?
6. Does the Subrecipient use the same policies and procedures to account for, and expend, STIF funds as it does for all other Federal and State grant funds? Yes/No. If no, attach an explanation.

7. For each STIF award, does the Subrecipient's accounting system provide for the following?
 - a. Authorizations
 - b. Obligations
 - c. Funds received
 - d. Program income
 - e. Outlays
 - f. Unobligated balances
8. Are STIF accounting records supported by source documentation (e.g. canceled checks, paid bills, payrolls, contracts)? Yes/No. If no, attach an explanation.
9. Are bank statements reviewed and reconciled at least monthly by someone other than the person who disburses funds from the STIF account? Yes/No. If no, attach an explanation.
10. Does the Subrecipient maintain written policies and procedures for documenting personnel compensation regarding employees whose time is charged to the STIF program? Yes/No. If no, attach an explanation.
11. Personnel records: Yes/No. If no, attach an explanation
 - a. Are personnel records supported by a system of internal controls that provide reasonable assurance the charges are accurate, allowable, and properly allocated?
 - b. Are personnel records incorporated into the Subrecipient's official records?
 - c. Do personnel records reasonable reflect the total activity for which the employee is compensated?
 - d. Do personnel records encompass state assisted activities, as well as all other activities compensated by the subrecipient?
 - e. Do not rely on estimates as a basis to charge time to STIF activities?
12. Did the entity supplant local funding sources earmarked for existing services with STIF funds?

Internal Controls

1. Are members of the entity's governing board actively involved in the acceptance of the STIF grant award and oversight of its personnel in the execution of STIF activities? Yes/No?

If no, attach an explanation.

If yes, describe and note the governing board's role in providing oversight of the STIF grant.

2. Do the procedures employed by the Subrecipient in handling cash receipts and disbursements of STIF funds include the following safeguards:
 - a. Receipts are promptly logged, restrictively endorsed and deposited in an insured bank account?
 - b. Bank statements are promptly reconciled to the accounting records and are reconciled by someone other than the individuals handling cash, disbursements and maintaining accounting records?
 - c. All disbursements (except petty cash or electronic funds transfer disbursements) are made by pre-numbered checks?
 - d. Supporting documents (e.g. purchase orders, invoices) accompany the checks submitted for signature, and are marked paid or otherwise prominently noted after the payments are made?
 - e. Checks drawn to "cash" and advance signing of checks are prohibited?
 - f. Multiple signatures are required on checks?

Eligible use of STIF Funds

1. STIF funds are appropriated to finance investments and improvements in public transportation services, except that monies may not be used for light rail capital expenses. Based on what the Subrecipient indicates during the review, system website, and other public information literature, do the services implemented with STIF eligibility services criteria? Yes/No. If no, attach an explanation.

Capital Asset Management

Eligible capital assets are defined as real property or tangible items with a purchase price of \$5,000 or more and a useful life of at least one year (consistent with 2 CFR 200.33), with the exception of light rail capital.

1. Did the Subrecipient acquire light rail capital? Yes/No. If yes, provide an explanation as this is an ineligible use of funds.
2. Did the Subrecipient maintain adequate insurance coverage pursuant to ORS 806.080?
 - i. Does the insurance coverage maintained on the asset meet or exceed the standards in ORS 806.070?
3. Did the Subrecipient own or develop any real property using STIF funds? N/A, Yes/No. If yes, then:
 - a. If real property (facilities) was purchased/constructed, is the real property being used in whole or in part for transit purposes consistent with the STIF Plan? N/A, Yes/No. If no, attach an explanation. If yes,
 - b. Is the real property located in a flood zone?
4. If the Subrecipient utilized STIF Formula Funds to purchase or improve real property, is there a written facilities maintenance plan used to ensure the facility is maintained in a state of good repair? Yes/No. If no, attach an explanation.
5. Did the Subrecipient purchase a vehicle? Yes/No. If yes, then:
 - a. What amount and percentage of STIF funding was used to purchase the vehicle(s)?
 - b. Is each vehicle purchased titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division?
 - c. Identify the primary security interest holder on each vehicle purchased?
6. Does the Subrecipient maintain an asset inventory of all STIF acquired capital? N/A, Yes, No. If no, attach an explanation. If yes, does the inventory contain the following elements:
 - i. Equipment:
 1. description of the asset,
 2. date of purchase,
 3. purchase price,
 4. amount of STIF monies contributed to the purchase price,
 5. the ratio of STIF funds to total purchase price,
 6. source of other funds used,
 7. current use of the asset,
 8. condition of the asset, and
 9. name of Subrecipient or recipient using the asset?
 - ii. Vehicles: If rolling stock was purchased, did the asset inventory list include items 1-9 above and:
 10. size of vehicle
 11. total number of passenger seats
 12. total number of ADA stations
 13. total number of seats when all ADA stations are in use, and

14. current mileage
15. useful life benchmark

iii. If real property was purchased, did the asset inventory list include items 1-9 above and:
15. the location of the asset?

8. Does the Subrecipient have written procedures that ensure that STIF funded assets (including vehicles) are maintained in a state of good repair? Yes/No. If no, attach an explanation.
9. Did the Subrecipient dispose of any STIF-funded assets during the fiscal year under audit? Yes/No. If yes, then:
 - a. Is there evidence that the asset was beyond the useful life?
 - b. Were the disposition proceeds greater than \$5k?
 - b. If yes, were the disposition of proceeds of any such sale returned to QE or ODOT or retained to reinvest in a future STIF Plan Capital Project?

STIF Record Retention

1. Has the entity established a record retention policy associated with its use of STIF funds? If yes, does the policy meet minimum STIF record requirements of no less than 6 years following the entity's final disbursement under the STIF Plan/or grant agreement?
2. Does Subrecipient have written records that require the entity to maintain all records relating to capital assets for three (3) years following disposition?

Procurement

1. Does the entity have procurement policies and procedures in place that follow OR 279 requirements and is there evidence that they follow their own agency procurement requirements?
2. Did the entity competitively procure for all services and/or purchases using STIF funding? If no, attach an explanation.
3. Does the agreement between recipient and subcontractor include language that specifically permits the Agency, the Secretary of State of Oregon, or their authorized representative access to data and records held?
4. Did the entity subcontract with lower tier recipients to provide services funded with STIF funds? If yes, then:
 - a. Was all required STIF information as identified in 2.2 included in the agreement??
 - b. Did the entity have an established oversight program to ensure lower tier recipients/subcontractor complied with STIF requirements?

If the entity received a review/audit from ODOT and FTA in the last year to assess the agency's internal controls and compliance with Federal and state laws, rules, requirements and regulations, then the following additional audit procedures do not apply:

Civil Rights

1. Is the Subrecipient required to prepare a Title VI Program pursuant to FTA Circular 4702.1B? If yes, then:
 - a. Has the Subrecipient established a complaint form and a process to resolve complaints? Yes/No. If no, attach an explanation.

2. Does the LEP element of the program identify any LEP populations that need key documents translated to the specified language? If yes,
 - a. Has the subrecipient translated key documents? Yes/No. If no, attach an explanation.
3. Does the Subrecipient provide fixed route service or operate 50 or more fixed route vehicles in peak service located in a UZA with a population of 200k or more? If yes, then:
 - a. Has the Subrecipient adopted the required service policies and elements (ex. distribution of transit amenities, by mode and vehicle assignment, by mode) and standards (ex: vehicle load, by fixed mode, by peak and off peak periods, vehicle headway, on-time performance service availability for each mode)? If no, attach an explanation.
4. Did the Subrecipient track, resolve and respond to Civil Rights complaints?

Americans with Disabilities ACT (ADA)

1. Determine the compliance status of the Subrecipient with ADA, by type and service mode.
 - a. For Fixed Modes:
 - i. Non-commuter bus (traditional fixed route)
 - ii. Commuter bus
 - iii. Intercity bus
 - iv. Route/point deviation (with deviations limited to certain riders)
 - b. For Demand Response:
 - i. Complementary paratransit
 - ii. Route/point deviation (deviations provided to all riders)
 - iii. General demand response service
2. Does the Sub recipient engage in any practices that would be discriminatory (such as extra charges, requiring passengers to transfer from their mobility device to a bus seat, requiring a passenger to travel with a PCA, etc.)? Yes/No. If yes, attach an explanation.
3. Has the Subrecipient designated an individual to be responsible for taking requests for reasonable modification of services and policies and to take complaints regarding the ADA? Yes/No. If no, attach an explanation.
4. If the transit system operates fixed route modes, do the drivers announce stops when required? If yes, then:
 - a. Does the Subrecipient operate a complementary paratransit system that meets the required service criteria? If Yes, then:
 - i. Does the Subrecipient manage an eligibility process to determine, unconditional, conditional, temporary, or denied eligibility?
5. If demand response modes are operated, is the demand response fleet 100% accessible? Yes/No If no, then:
 - a. Does Subrecipient operate "equivalent service"?
6. If system information, brochures, rider guides, etc. available in alternative formats upon request? Yes/No. If no, attach an explanation.

7. Does the system offer accessible telecommunication access (e.g., TTY)? Yes/No. If no, attach an explanation.
8. Did the Subrecipient track, resolve and respond to ADA related complaints?

References

1. OAR 732-40 Statewide Transportation Improvement Fund – General Information
2. OAR 732-42 Statewide Transportation Improvement Fund – Formula
3. ORS 184.758 & ORS 184.751
4. Civil Rights Restoration Act of 1987
5. “Sections 503 and 504 of the Rehabilitation Act of 1973, as amended
6. Americans with Disabilities Act of 1990, as amended
7. Title VI of the Civil Rights Act of 1964, as amended
8. Federal Transit Laws, Title 49, U.S.C.
9. Equal Employment Opportunity Act of 1972
10. Civil Rights Act of 1991
11. Equal Pay Act of 1963
12. Age Discrimination in Employment Act of 1967
13. Title IX of the Education Amendments of 1972
14. Uniformed Services Employment & Reemployment Rights Act of 1994
15. Single Audit Act of 1984, as amended
16. ORS 803-045 and 803-070

EXHIBIT G

Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview FINAL, May 8, 2019

STIF REPORTING BACKGROUND

This document provides an overview for both quarterly and annual reporting requirements for the Statewide Transportation Improvement Fund (STIF).

The quarterly reporting requirements are outlined in OAR 732-042-0035(1), which states “Quarterly Reports:

Using a form provided by the Agency, each Qualified Entity [(QE)] shall
prepare a quarterly report to [ODOT] which details Project progress, outcomes achieved, and
expenditures of STIF Formula Fund moneys by itself and its Sub-Recipients.”

The capital asset reporting requirements outlined in OAR 732-042-0035(3) and OAR 732-044-0040(2) will be completed by recipients in the Agency Periodic Report (APR) on a quarterly basis.

The annual reporting requirements outlined in OAR 732-040-0025 include the following three additional reports: 1) low-income mitigation actions, 2) annual QE budget, and 3) annual audit reports.

The purpose of this document is for QEs and Public Transportation Service Providers (PTSPs) to become familiar with the upcoming quarterly and annual reporting requirements for STIF Formula projects.

ODOT staff will develop separate reporting requirements for STIF Discretionary/Intercommunity funded projects and instructions will be provided to QEs and PTSPs in advance.

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ROLES AND RESPONSIBILITIES

QEs and PTSPs will have different roles and responsibilities for STIF reporting requirements.

The following are the QEs roles and responsibilities:

- Initiate and submit the quarterly report, STIF Periodic Report (SPR)
- Delegate relevant projects in the SPR to their PTSPs so that they can enter updates
- Report on STIF capital assets in the Agency Periodic Report (APR)
- Bundle and submit all low-income mitigation action reports from their PTSPs (including PTSPs that are only receiving STIF discretionary funds)
- Provide a copy of their adopted annual budget to ODOT
- Provide copies of their financial audits to ODOT, including STIF procedures

The following are the PTSPs roles and responsibilities:

- Receive SPR prompt from their QE and enter project updates
- Submit an annual low-income mitigation actions report to their QE
- Provide copies of financial audits to ODOT, including STIF procedures
- Report on STIF capital assets in the Agency Periodic Report (APR)

QUARTERLY VS. ANNUAL REPORTING REQUIREMENTS SUMMARY TABLE

Type of Reporting	Quarterly Basis	Annual Basis	Where to Submit
Outcomes	As applicable to individual projects as specified in an approved STIF Plan: <ul style="list-style-type: none"> • revenue miles • revenue hours • rides • number of new stops shared with other providers • number of students in grades 9-12 served by demand response • number of students in grades 9-12 with free or reduced fares 	<ul style="list-style-type: none"> • number of people within a half mile of transit stop • number of Low-Income Households within a half mile of transit stop • number of students in grades 9-12 attending a school served by transit • number of rides provided to students in grades 9-12 	STIF Periodic Report
Program Criteria	N/A	<ul style="list-style-type: none"> • increased frequency to areas with high-percentage of low income households • expanded routes or services to areas with 	STIF Periodic Report

		<p>high-percentage of Low-Income Households</p> <ul style="list-style-type: none"> • reduced fares in communities with high percentage of Low-Income Households • procurements of low-or no-emission buses for use in areas with population of 200,000 or more • improved frequency and reliability of service between communities in and out of QE's service area • improved coordination among PTSPs to reduce fragmentation of service • implementation of programs to provide student transit service for students in grades 9-12 	
Capital Assets	Acquired, purchased or leased Capital Assets by QEs and PTSPs using STIF funds	N/A	Agency Periodic Report
Low-Income Tax Mitigation	N/A	Report on mitigating the impact of the tax on low-income passengers	Attach to STIF Periodic Report
QE Budget	N/A	Copy of QE's adopted annual budget	Email hyperlink to ODOTPTDreporting@odot.state.or.us
Audit Reports	N/A	Copies of financial audits, including STIF procedures	ODOTPTDreporting@odot.state.or.us

QUARTERLY REPORTING

Quarterly Reporting Introduction

The SPR is for QEs to report on their STIF Plan for a quarterly time period. ODOT staff and OGMA Consulting Corp. are developing the SPR template in the [Oregon Public Transit Information System \(OPTIS\)](#). This quarterly report template will be finalized in July 2019. It will be the responsibility of the QEs to gather all applicable information from their PTSPs and complete the SPR. The SPR template is designed for the QE to initiate the SPR and then delegate the appropriate projects to the PTSPs for reporting. The SPR will be auto-populated from the QE’s STIF Plan. There will be fields and text boxes for entering status updates for each project and the associated tasks.

ODOT staff will track the completion of the SPR and whether a QE has substantially complied with its approved STIF Plan (see [STIF Guidance for Determining Whether Expenditures are Substantially Compliant and Consistent with STIF Plan](#)). Following ODOT staff review of each submitted SPR, staff will identify any compliance issues and work with the QE toward resolution. After the review, QEs will be notified that they 1) Have complied with the approved STIF Plan or 2) Failed to substantially comply with the approved STIF Plan. If there are three or more SPRs within the past two years that indicate the QE failed to substantially comply with its approved STIF Plan, the QE will be required to include a description of the QE’s strategies to ensure that it will substantially comply with the proposed STIF Plan in the next biennium. (Remediation strategy requirements are specified in OAR 732-042-0015(2)(h).) Such a QE is at risk of the OTC rejecting its next proposed STIF Plan.

ODOT staff will review the submitted SPR and follow up with observations that could lead to a QE receiving technical assistance from its regional transit coordinator. For example, ODOT could share a current best practice to aid the QE. The SPR will also enable ODOT to track the QE’s STIF Plan outcomes and the overall impact of the STIF formula funds.

Quarterly Reporting and Disbursements

Table 1 shows the general schedule for reporting and disbursement of STIF Formula funds. The transit tax is due from businesses to the Oregon Department of Revenue (DOR) approximately one month after the end of the tax assessment period. The DOR releases the revenues to ODOT approximately one month after they are due to DOR. ODOT then calculates the disbursement amounts and releases the funds to the QEs approximately one month later.

Table 1. STIF Formula Disbursement Schedule

STIF Formula Fund Disbursement and Reporting Schedule				
Disbursement to QEs	Jan 15	Apr 15	Jul 15	Oct 15
QE STIF Plan reporting period	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec
QE STIF Plan reports due to ODOT	May 15	Aug 14	Nov 14	Feb 14

Tables 2 and 3 show the disbursement and reporting schedules for QEs that submitted their STIF Plans in November 2018 and May 2019, respectively. The schedule for these initial disbursements and reporting is different because they are occurring off-cycle as reflected in the tables below.

For QEs that submitted in November 2018 (see Table 2), the first STIF report (FY 2019 Q4) is due on August 14, 2019, and will cover expenditures and outcomes for Q1, Q2, Q3, and Q4 of FY 2019 (July 1, 2018 through June 30, 2019), to the extent the QE made expenditures during these quarters.

For QEs that submitted in May 2019 (see Table 3, below), the first STIF report is due on February 14, 2020, and will cover all of FY 2019 and Q1 and Q2 of FY 2020, to the extent the QE made expenditures during these quarters.

Table 2. Quarterly Reporting Schedule for November 2018 Submissions

STIF Cycle 1 (November 2018 Submissions)			
Disbursement to QEs	May 15, 2019	Jul 15, 2019	Oct 15, 2019
QE STIF Plan reporting period	Jul 2018-Jun 2019	Jul-Sep 2019	Oct-Dec 2019
QE STIF Plan reports due to ODOT	Aug 14, 2019	Nov 14, 2019	Feb 14, 2020

Table 3. Quarterly Reporting Schedule for May 2019 Submissions

STIF Cycle 2 (May 2019 Submissions)	
Disbursement to QEs	Oct 15, 2019*
QE STIF Plan reporting period	Jul 2018-Dec 2019
QE STIF Plan reports due to ODOT	Feb 14, 2020

*Contingent upon STIF Plan approval

STIF Periodic Report vs. Agency Periodic Report

The SPR will have a similar design to the existing APR but is being developed to include STIF-specific items. Both the SPR and the APR are quarterly reports. The SPR will not replace the APR, but is a supplemental OPTIS document for reporting the additional information required under STIF. Unlike the APR, the details (e.g., expenditure, capital outcomes) reported on the SPR are at the project task level, not at the agency level. Also, the APR reports all sub-grants (including STIF) and the SPR reports only STIF grants. Currently, the SPR is for the STIF Formula fund only; it may be modified to include reporting for STIF Discretionary/Intercommunity funds. The APR can be downloaded as a PDF whereas the SPR can be downloaded as an Excel spreadsheet.

The SPR includes the following STIF-specific items:

- Project Status (with deliverables)
- Task Level Expenditures
- Measurable Benefits
- Capital Outcomes
- Program Criteria

The SPR does NOT include the following APR-specific items; these will continue to be reported at the agency level through the APR:

- Volunteer and Non-Cash Resources
- Assets
- Accidents
- Civil Rights

Note: STIF capital assets will be added to the asset register in OPTIS by ODOT.

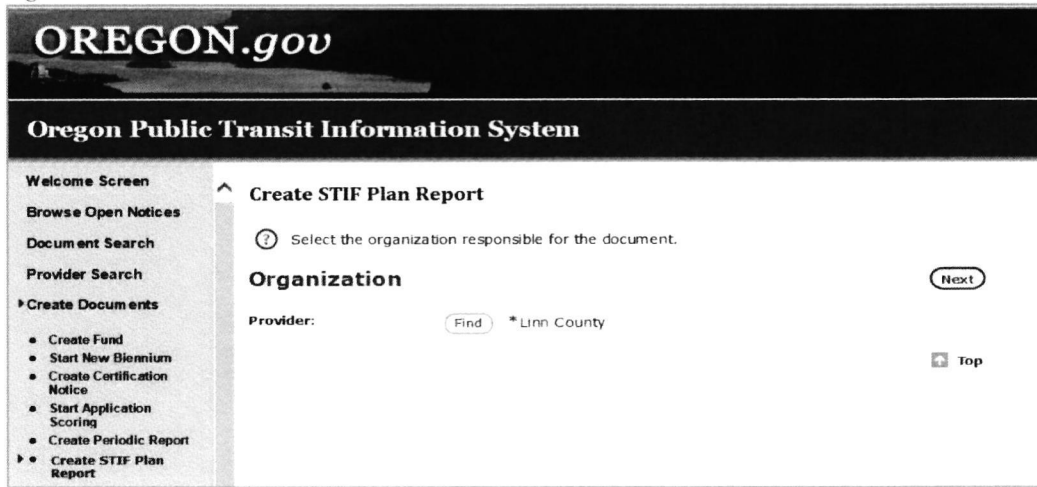
STIF Periodic Report Template

Final screenshots for the entire SPR and required information are in process and will be provided at a later date. (Please note the OPTIS and SPR figures included in this document are sample screenshots and are not from the final SPR template.) ODOT staff have provided additional context on what will be displayed and the required information in the next sections. As previously mentioned, the SPR will be auto-populated from the QE's STIF Plan. There will be fields and text boxes for entering status updates for each project and the associated tasks. ODOT will require the QE to report on all projects and associated tasks identified in its STIF Plan. Text boxes will be available for the projects and associated tasks to provide additional context on any changes and/or deviations from the STIF Plan. Rationales for changes or inactivity will be required in the SPR.

STIF Periodic Report Process

STIF Periodic Reports will be created from the OPTIS main navigation menu (see Figure 1). The OPTIS user will be prompted to select the QE for which it will be reporting. The QE will only be able to select their own STIF Plan in order to complete the SPR. Once the STIF Plan is selected, the QE is then presented with a page from which they can create the SPR. The QE can select the project tasks and send them to the relevant PTSPs for their completion in OPTIS. Also, if a QE is a PTSP, then it can only complete the report when prompted by its QE. For example, Crook County is a QE but if it is listed in the Confederated Tribes of the Warm Spring Reservation STIF Plan as a PTSP, it will need to enter project updates when the Confederated Tribes of the Warm Spring Reservation delegates the SPR items to Crook County.

Figure 1. OPTIS Main Menu



A completed SPR will provide an overview of the entire planned STIF Plan budget and remaining funding (see Figure 2).

Figure 2. SPR Project Task Report

OPTIS
Close

Print

Refresh

Help

Complete Step
(Prepared)

Maintain

Actions

Work Flow History

STIF Project Task Report

Report for: **FY2019 Qtr.1: July - September 2018** Number: **SPR-19-0502-02**

Public Transit Service Provider:	
Mailing Address:	
City, State, Zip:	
Prepared by:	E-mail:
Phone No.:	Fax No.:

Provider

I have certified that this document is correct to the best of my knowledge and that I am the authorized representative shown below.

Authorized by:	Date:
-----------------------	--------------

Attachments Exist

Budget

	Planned	Total To Date	Remaining
STIF Funds	\$160,000.00	\$82,440.00	\$77,560.00
Other Funds	\$20,000.00	\$7,820.00	\$12,180.00
Total Expenditure	\$180,000.00	\$90,260.00	\$89,740.00
Future Expenditure	\$32,460.00		

Expenditures

	Previous	Current	Total To Date
STIF Funds	\$12,340.00	\$70,100.00	\$82,440.00
Other Funds	\$7,820.00	\$0.00	\$7,820.00
Total Expenditure	\$20,160.00	\$70,100.00	\$90,260.00

Project Status

Project Task #	Title

As described in OAR 732-042-0035(1), QEs and PTSPs will be required to report project progress, including expenditures and outcome measures. Providers will enter the project status in an update field and enter the amount spent in an expenditures field.

Outcomes and Reporting Methods

The outcomes reported in the SPR will be reported either quarterly or annually depending on the type of project and activity included in the STIF Plan. The reported outcomes must reflect the QE’s progress on the outcomes and benefits, considering the estimated outcomes listed in the QEs OTC-approved STIF Plan. QEs must report on all estimated outcomes and/or benefits from a STIF Plan.

ODOT staff has developed guidance below to assist in reporting outcomes and identifying what is attributable to STIF for the following: revenue miles, revenue hours, rides, number of new stops shared with other providers, number of students in grades 9-12 served by demand response, and number of students in grades 9-12 with free or reduced fares.

A provider may have a direct charge accounting method with STIF funds to report their revenue miles, revenue hours, and rides. Otherwise, an acceptable method for reporting the following outcomes is to allocate the data by the funding percentage: revenue miles, revenue hours, and rides. The funding percentage is calculated as the actual expenditures for STIF as a percentage of total expenditures from other sources. The provider will also

calculate the total number of miles, number of hours, and the number of rides in the STIF Plan reporting period, then apply the STIF funding percentage. The provider will need to separate new and existing routes and indicate what is attributable to STIF funding. ODOT staff will be reviewing the fixed route and demand response service separately.

QEs should report when a new shared stop goes into service. A new shared stop may be a stop that was served by one provider and is now served by a second provider or a stop that was served by two or more providers and is now served by the QE.

Reporting methods may vary for reporting on number of students in grades 9-12 served by demand response and the number of students in grades 9-12 with free or reduced fares. The provider should use the most accurate method for counting student ridership such as onboard ridership surveys, passenger counts, and/or requesting age/grade information when scheduling demand response rides.

Figure 3. SPR Outcome Measures

OPTIS Close

3. Outcome Measures

Item 1.1
Number: SPR-19-0502-02 **Control #:** 10095225

1. Task Information

2. Other Funds

3. Outcome Measures

4. Annual Measures

Outcome Measures

Enter the applicable measures for this task in this reporting period.

Revenue Miles

Revenue Hours

Rides

of New Stops Shared with Other Providers

of Rides to Students in Grades 9-12

of Students in Grades 9-12 Served by Demand Response

of Students in Grades 9-12 with Free or Reduced Fares

Other Benefit

Quarterly STIF Capital Assets

The capital asset reporting requirements outlined in OAR 732-042-0035(3) and OAR 732-044-0040(2) will be completed by the provider in the APR on a quarterly basis. This reporting includes acquired, purchased, or leased capital assets by providers using STIF Formula fund and/or STIF Discretionary/Intercommunity funds. This capital asset reporting will be completed through the APR to fulfill the STIF requirements. ODOT will enter the STIF capital assets in OPTIS prior to beginning the APR.

The STIF capital assets for STIF Formula and STIF Discretionary/Intercommunity will then be populated when the provider begins the APR.

ANNUAL REPORTING

SPR Annual Reporting Outcomes

The following access to public transportation outcomes must be reported in the SPR as **part of the 4th quarter** SPR of each year: number of people within a half mile of transit stop, number of Low-Income Households within a half mile of transit stop, number of students in grades 9-12 attending a school served by transit, and number of rides provided to students in grades 9-12 served by fixed route services.

The method for calculating access to transit outcomes, as list above, may vary. QEs should use the same method for reporting as was used to estimate outcomes in the STIF Plan. Methods may have included using transportation tools, such as Remix or TNexT. QEs also may have used U.S. Census data to calculate the number of low-income households within a given geographic area. See the STIF Methods for Calculating Low-Income Households guidance document for more information.

The method may vary for calculating the number of rides provided to students in grades 9-12, depending on the type of service provided and other factors. The provider should use the most accurate method for counting student ridership such as onboard ridership survey, passenger counts, and requesting age/grade information when scheduling rides.

Figure 4. Annual Outcome Measures

The screenshot shows the OPTIS system interface for '4. Annual Measures'. At the top left is the 'OPTIS' logo, and at the top right is a 'Close' button with a window icon. Below the header, the title '4. Annual Measures' is displayed. Underneath, 'Item 1.1' and 'Number: SPR-19-0502 -02' are shown on the left, and 'Control #: 10095225' is on the right. A navigation bar contains five buttons: 'Skip', 'Back', 'Save', 'Next', and 'Finish'. The main content area is titled 'Annual Measures' and includes a help icon and text: '? These measures are required at the end of each fiscal year (4th & 8th quarters)'. Below this, there are three rows of labels and input fields: '# of People within a Half Mile of Transit Stop', '# of Low-Income Households within a Half Mile of Transit Stop', and '# of Students in Grades 9-12 Attending a School Served by Transit'. Each label is followed by an empty input field. At the bottom left, a note states '* indicates a required field', and at the bottom right, there is a 'Top' button with an upward arrow icon.

SPR Annual Reporting Program Criteria

The following program criteria must be reported in the SPR as part of the 4th quarter of each year. ODOT staff has developed guidance below to assist in reporting program criteria for the following: increased frequency to areas with high-percentage of low income households, expanded routes or services to areas with high percentage of low-income households, reduced fares in communities with high percentage of low-income households, procurements of low-or no-emission buses for use in areas with population of 200,000 or more, improved frequency and reliability of service between communities in and out of QE's service area, improved coordination among PTSPs to reduce fragmentation of service, and implementation of programs to provide student transit service for students in grades 9-12.

The method for reporting each program criterion is to review the percentage allocated in the STIF Plan and enter the same percentage as the STIF Plan allocates, unless there has been a variance. If the percentage has changed, enter the updated percentage and explain in the available text box why the change occurred. If there is STIF match for the procurement of low-or no-emission buses for use in areas with population of 200,000 or more, then the QE will need to update the percentage with what is attributable to STIF funding.

Annual Reporting Outside of the SPR

The reporting requirements include three additional documents that must be submitted on an annual basis: report on mitigating the impact of the tax on low-income passengers, QE budget, and audit reports. Instructions on how to submit these three documents to ODOT will be provided online and as part of ODOT's upcoming grant management training in July 2019.

Annual STIF Low-Income Tax Mitigation Reports

The annual low-income reporting requirements are required by statute and the details are outlined in OAR 732-040-0025(1). The report must consist of actions taken by any PTSP located within the area of the QE to mitigate the impact of the STIF tax on passengers who reside in low-income communities.

PTSPs will submit reports to their relevant QE and the QE will bundle the low-income reports from applicable PTSPs for submittal to ODOT. The QE will include reports from PTSPs located within their area of responsibility that receive STIF discretionary funds, even if they do not receive STIF formula funds.

The report must also explain how the QE defines and identifies passengers in low-income communities. The method used must be consistent with the definition of Low-Income Households from the QEs STIF Plan. This report will provide information on the overall dollars spent in improving and expanding transportation services to Low-Income Households. OAR 732-40-0005(17) defines Low-Income Households as those below 200% the federal poverty guidelines. This report is due as **part of the 4th quarter** SPR reporting and can be attached to the SPR in OPTIS.

Annual QE Budget

In accordance with the budget reporting requirements specified in statute and OAR 732-040-0025(2), a copy of the QE's adopted annual budget for the upcoming fiscal year must be submitted to ODOT. The deadline for ODOT receipt of each QEs' budgets is no later than 30 days after adoption.

Annual Audit Reports

Per the audit requirements articulated in statute and described in detail in OAR 732-040-0025(3), a QE or any PTSP located within the QE's area of responsibility must submit the results of any relevant financial audit, as required by a local, state, or federal oversight agency for the purposes of statewide reporting. ODOT is requesting submittal of any required local, state, federal, or any voluntarily submitted audits. This includes a) the state financial report required under ORS 291.040, b) the results of any comprehensive review completed by the Federal Transit Administration of the Agency; and c) any information submitted by the QE, and their PTSPs, as part of the

requirements of a statewide audit in accordance with the federal Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996. A QE is not expected to audit their PTSPs. The QE's role is limited to compliance oversight.

Per the audit requirements articulated in statute and described in detail in OAR 732-040-0015(1), recipients shall conduct an annual financial audit of the STIF moneys received. See the [STIF Agreed-Upon Audit Procedures](#) for a list of audit items that must be included in STIF recipients annual audits. All financial audit reports shall be submitted to ODOT no later than 30 days after the receipt of the auditor's final report(s) per OAR 732-040-0015(2).

STIF DISCRETIONARY/INTERCOMMUNITY REPORTING

The STIF Discretionary/Intercommunity reporting requirements are currently being developed by ODOT staff. The reporting requirements will be explicit in the grant agreements. ODOT is exploring options for modifying the existing APR or SPR for reporting purposes. The report template will allow PTSPs to report on STIF Discretionary/Intercommunity funded projects directly to ODOT.