

RESOLUTION NO. 5806-24

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY FOR COUNTY TO INSTALL ADDITIONAL COMMUNITY CONNECTOR SHUTTLE STOP IMPROVEMENTS IN THE CITY OF TUALATIN AND ALLOCATE RESPONSIBILITIES FOR THEIR FUNDING, CONSTRUCTION, OPERATION AND MAINTENANCE.

WHEREAS, ORS 190.010 authorizes the City and County to enter into intergovernmental agreements; and

WHEREAS, The County was awarded a Statewide Transportation Improvement Fund (STIF) grant in 2020, in partnership with Ride Connection, to make improvements to the community connector shuttle stops in Washington County; and

WHEREAS, On August 18, 2023, the Parties entered into an intergovernmental agreement (Phase I IGA) to cooperate for the funding, construction, operation and maintenance of the City shuttle stop improvements described in the Phase I IGA; and

WHEREAS, The County was awarded a second STIF grant in 2023 to make additional improvements to community connector shuttle stops within the County; and

WHEREAS, This Agreement (Phase II IGA) will allocate the Parties' responsibilities for funding, construction, operation and maintenance of the City shuttle stop improvements described therein (Phase II stop improvements); and

WHEREAS, This Phase II IGA replaces the Phase I IGA, which shall be of no further force and effect.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to execute a Phase II IGA with Washington County, attached hereto as Exhibit 1, outlining the County's and City's obligations as they pertain to the County's planned Ride Connection shuttle stop improvements within the City of Tualatin.

Section 2. The City Manager is authorized to make administrative modifications to the Intergovernmental Agreement to fully implement its intent.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 9th day of September, 2024.

CITY OF TUALATIN, OREGON

ATTEST:

BY _____
Mayor

BY _____
City Recorder

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT (IGA) Between WASHINGTON COUNTY and CITY OF TUALATIN

This Agreement (IGA) is hereby made and entered into by and between Washington County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, acting by and through its elected officials, and the City of Tualatin, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

RECITALS

1. Oregon Revised Statutes (ORS) Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
2. ORS 184.751 establishes the Statewide Transportation Improvement Fund ("STIF Discretionary Fund"), which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
3. The STIF Discretionary Fund is intended to improve public transportation services for current and potential future Oregon transit users by distributing moneys to transit providers. STIF Discretionary Funds are not intended to supplant local funding sources currently directed to public transportation service providers.
4. COUNTY is authorized to receive STIF Discretionary Funds and provide public transportation services in and around Washington County, Oregon.
5. Ride Connection, a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives, contracts with Washington County to provide community connector service within the TriMet service boundary, as well as service in the rural area outside the TriMet service boundary.
6. GroveLink, a community connector service in Forest Grove, is operated by Ride Connection.
7. Cornelius Link, a community connector service in Forest Grove and Cornelius, is operated by Ride Connection.
8. Tualatin Shuttle, a community connector service in Tualatin, Tigard and King City, is operated by Ride Connection.

9. North Hillsboro Link, a community connector service in Hillsboro, is operated by Ride Connection.
10. westLink, a community connector service in rural Washington County, connecting Forest Grove, Banks, North Plains and Hillsboro is operated by Ride Connection.
11. The COUNTY, in 2020, was awarded a STIF Discretionary Grant in partnership with Ride Connection to make improvements to community connector shuttle stops in Washington County.
12. The COUNTY and CITY entered in an Intergovernmental Agreement dated August 18, 2023 (Phase I IGA) which provided for the COUNTY and CITY to cooperate for the funding, construction, operation and maintenance of certain community shuttle connector stop improvements in the CITY (Phase I stop improvements) and described in Attachment A to the Phase I IGA and Replacement Attachment A attached hereto.
13. The COUNTY, in 2023, was awarded a second STIF Discretionary Grant in partnership with Ride Connection to make additional improvements to community connector shuttle stops in Washington County.
14. The COUNTY seeks to install additional community connector shuttle stop improvements in the CITY (Phase II stop improvements) and as described in Replacement Attachment A.
15. COUNTY and CITY desire to cooperate and enter into this Agreement (Phase II IGA) to allocate responsibilities for funding, construction, operation and maintenance of the shuttle stop improvements described in Replacement Attachment A.

AGREEMENT

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

1. MUTUAL AGREEMENT

- 1.1 The COUNTY and CITY agree that for mutual administrative convenience, the shuttle stop improvements described in Replacement Attachment A should be treated as one project and should be administered subject to the same agreement.

- 1.2 The COUNTY and CITY agree that the Phase I IGA is replaced in full by this Phase II IGA and Replacement Attachment A. The Phase I IGA and Attachment A are of no further force and effect.
- 1.3 The COUNTY and CITY agree that the shuttle stop improvements described in Replacement Attachment A are hereinafter collectively referred to as the Project.

2. COUNTY OBLIGATIONS

- 2.1. COUNTY shall perform, or cause to be performed, all actions necessary to design and construct the Project described in Replacement Attachment A. COUNTY shall be responsible for performance/workmanship defects to the Project that appear in the Project within a period of one year from the date of Project completion and that are not due to CITY's maintenance of the Project.
- 2.2. COUNTY shall design and construct the Project entirely within CITY right-of-way and agrees to follow all CITY rules and regulations related to performing work in the CITY right-of-way.
- 2.3. COUNTY shall be responsible for all costs associated with the design, construction, and construction inspection of the Project.
- 2.4. COUNTY shall, upon completion of the Project, as approved by the CITY upon inspection, transfer ownership of the capital assets associated with the Project to the CITY in accordance with OAR 732-044-0050. Capital assets shall include, among other things, that portion of the concrete landing pad constructed as part of the Project between the existing curb and continuous sidewalk as described and depicted in Replacement Attachment A.
- 2.5. The signs installed as part of the Project shall not be considered capital assets nor transferred to the CITY but shall remain the property of the County. The County shall be responsible for maintenance, repair, and replacement of the signs, including all related sign infrastructure, as required or as determined necessary by the County.
- 2.6. COUNTY shall comply with all statutory requirements and the requirements of the STIF Discretionary grant agreement as outlined in the IGA entered into by and between COUNTY and Oregon Department of Transportation (#35089) (the "Phase I ODOT IGA") for the Phase I stop

improvements, attached hereto and by this referenced is fully incorporated herein as Attachment B.

3. CITY OBLIGATIONS

- 3.1. CITY shall allow COUNTY and COUNTY's agents and contractors to enter and occupy the CITY right-of-way for the purpose of taking all actions necessary to complete the design and construction of the Project.
- 3.2. CITY shall upon completion of the Project, and after inspection and approval by the City, except for as provided in Section 2.5, assume ownership of the capital assets associated with the Project.
- 3.3. CITY shall adhere to the stipulated conditions included in the STIF Discretionary grant agreement as outlined in the Phase I ODOT IGA, in Attachment B.
- 3.4. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are used for the provision of public transportation services for the Term of Agreement, but in no circumstance, for less than the useful life of the capital assets, which shall be 10-years.
- 3.5. Except as provided in Section 2.1, CITY shall ensure the capital assets transferred to the CITY and associated with the Project are maintained in a state of good repair, free of defects, and graffiti, such that the Project is in usable and safe operating condition.
- 3.6. CITY shall provide a written report annually to COUNTY by June 30 documenting the condition of the Project's capital assets transferred to the CITY during the term of this agreement, as provided in Attachment D.
- 3.7. CITY shall perform, or cause to be performed, all actions necessary to repair or replace the Project's capital assets transferred to the CITY and associated with the Project as needed in accordance with Section 3.5 above.

4. TERM OF AGREEMENT

The term of this agreement shall begin upon the date of execution by all parties and shall be for a period of 10-years after City acceptance of the completed Project or June 30, 2036, which ever is earlier, unless earlier terminated or extended as provided herein.

- 4.1 No later than one hundred eighty (180) days prior to the natural expiration of this agreement, either Party may give notice to the other Party of the notifying Party's desire to extend or terminate the agreement.
- 4.2 Within thirty (30) days of receipt of notice to extend or terminate, the Party receiving notice shall provide the other party of its intent to agree or object to an extension or termination.
- 4.3 If the Parties agree to extend the term, the new term shall commence on the day following the date of expiration of the proceeding term and the new term shall be subject to all the terms and conditions of this Agreement unless otherwise agreed to in writing as provided by Section 5.4. The Parties shall execute an amendment setting forth the new term and any other terms, if any.
- 4.4 If the Parties agree to not extend the term or terminate this agreement, this agreement shall terminate at the expiration of the 10-year period unless earlier agreed to by the Parties in writing as provided by Section 5.4. In the event of termination, the Parties agree in good faith to undertake all actions necessary to wind up this agreement.

5. GENERAL TERMS AND CONDITIONS

5.1. LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

5.2. DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any material provision of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

5.3. INDEMNIFICATION

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions under this Agreement of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

5.4. MODIFICATION OF AGREEMENT

No waiver, consent, modification, or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

5.5. DISPUTE RESOLUTION

The parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

5.6. REMEDIES

Subject to the provisions in Section 5.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

5.7. EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused. The Party seeking non-performance under this section shall provide notice to the other party as soon as practicable.

5.8. SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

5.9. INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

5.10. ADDITIONAL TERMS AND CONDITIONS

COUNTY's use of STIF Discretionary Funds for the Phase I stop improvements is subject to the Phase I ODOT IGA, a copy of which has been made available to the Parties prior to execution of this Agreement and are attached as Attachment B for the Phase I stop improvements. In the event that the Phase I ODOT IGA is amended in a manner that materially changes a Party's obligations under this Agreement, the Parties agree to negotiate, in good faith, to amend this Agreement to address such changes. If the Parties are unable to agree to amendment to this Agreement, then any Party may terminate pursuant to the provisions set forth in Section 5.4 of this Agreement.

5.11. COMMUNICATIONS

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below. Communications required under this Agreement or otherwise

substantively impacting the Project or this Agreement shall be made in writing.

Washington County:

Dyami Valentine

Washington County

155 N. First Avenue MS13

Hillsboro, OR 97124

503-846-3821

Dyami_valentine@washingtoncountyor.gov

City of Tualatin:

Mike McCarthy, P.E.

City of Tualatin

10699 SW Herman Road

Tualatin, OR 97062

503-691-3674

mmcarthy@tualatin.gov

[SIGNATURES ON FOLLOWING PAGE]

DATED this _____ day of _____, 2024.

CITY OF TUALATIN, OREGON

WASHINGTON COUNTY, OREGON

Sherilyn Lombos, City Manager

Dani Ledezma, Assistant County
Administrator

ATTEST:










RECORDING SECRETARY

ATTACHMENT A (REPLACED)

**MAP OF PHASE I AND PROPOSED PHASE II STOP ENHANCEMENT PROJECTS
WITHIN CITY OF TUALATIN AS OF AUGUST 2024**

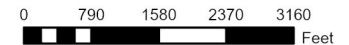
Washington County Transit Development Plan

Tualatin Community Connector Stop Enhancements (2024 Update)

-  Signage and Landing Pad Improvements
-  Signage Improvements
-  Signage Improvements (New Stop)
-  Signage Improvements (Existing TriMet and Ride Connection Stop)
-  Signage Improvements (Existing Shared SMART and Ride Connection Stop)
-  Existing Community Connector Shuttles
-  Proposed Shuttle Expansion
-  City Boundary
-  County Boundary



1:27,000



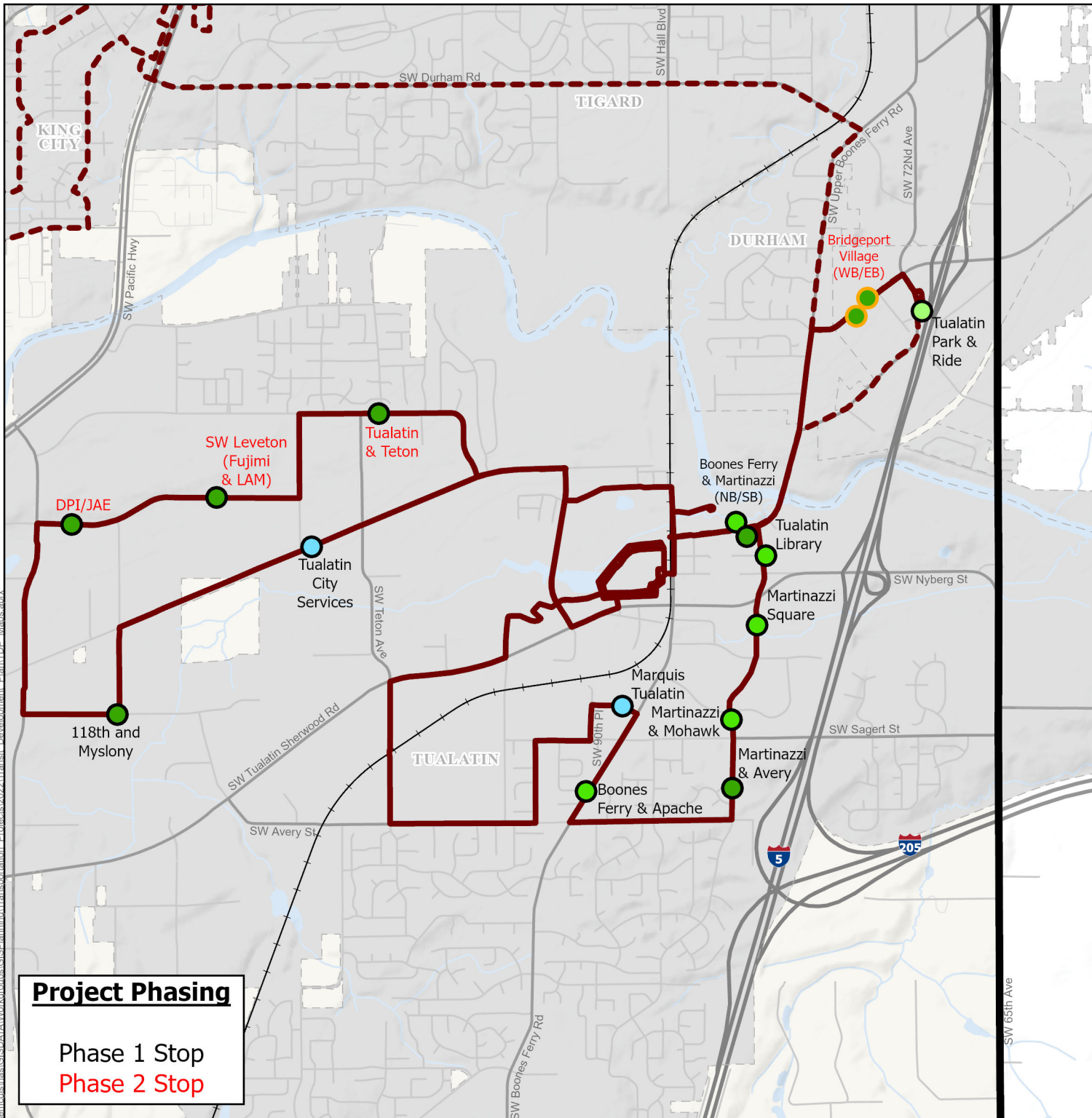
Data Sources: Washington County, Metro, ODOT, TriMet

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Care was taken in the mapping but there are no warranties for this product. However, notification of any errors will be appreciated.



Department of Land Use & Transportation
Planning and Development Services Division

Printed: 8/16/2024



Project Phasing

Phase 1 Stop
Phase 2 Stop

\\memphis\has\GIS\DATA\Work\krouse\GIS\Planning\Transit\Development - Plan\TDP - Map\aprx

ATTACHMENT B

**EXECUTED AGREEMENT #35089 BETWEEN WASHINGTON COUNTY AND OREGON
DEPARTMENT OF TRANSPORTATION**

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35089
Washington County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Washington County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 29, 2021**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise Exhibit A and extend the Agreement period for the Facility and Signs and Shelters Projects (P-21-3504-01 and P-21-3504-02) only.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2024** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Agreement No. 35089

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Agreement No. 35089

Washington County, by and through its

By DocuSigned by:
Rachael Fuller
(Legally designated representative)
Assistant County Administrator

Name Rachael Fuller
(printed)

Date 5/4/2023 | 13:44 PDT

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Dyami Valentine
155 N. First Avenue
Hillsboro, OR 97124
1 (503) 8463821
dyami_valentine@co.washington.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By KC
Karyn Criswell
Public Transportation Division Administrator

Date 05/17/2023

APPROVAL RECOMMENDED

By Valerie Egon

Date 04/06/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Sam Zeigler by email
(printed)

Date 07/06/2021

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc Washington County 35089 <i>Shuttle stop enhancement project.</i>				
P-21-3504-01 Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$214,000.00	\$171,200.00	\$42,800.00	Local
P-21-3504-02 Item #1: Route Signing				
	Total	Grant Amount	Local Match	Match Type(s)
	\$89,100.00	\$71,280.00	\$17,820.00	Local
P-21-3504-03 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$12,000.00	\$9,600.00	\$2,400.00	Local
Sub Total	\$315,100.00	\$252,080.00	\$63,020.00	
Grand Total	\$315,100.00	\$252,080.00	\$63,020.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a partnership between Washington County, Oregon and Ride Connection, Inc. to implement stop improvements at up to 22 priority rural and urban locations in Washington County served by the WestLink, GroveLink, North Hillsboro, and Tualatin community connector shuttles.

Signs, Shelters, and Amenities

This task provides funding to upgrade, purchase, install, design, and/or construct up to five shelters with benches and signage and 17 bus stop signs and poles. This task includes the purchase of up to 500 square feet of additional right-of-way, 500 square feet of concrete landing pad and base work, ADA treatments, Architecture and Engineering, Surveying and Permitting, mobilization, traffic control, erosion control and construction contingency. The resulting projects

and infrastructure shall comply with ADA accessibility requirements to support the public transportation needs of the general public and seniors and individuals with disabilities.

The purpose of the project is to provide and improve shelter from weather, procure and install passenger amenities such as benches for the comfort and convenience of riders, and procure and install signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelter(s), route sign(s), benches, trash receptacles, reader boards, electronic routing equipment, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project.

A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity.

If this project is matched with federal resources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration for all federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

If this project is matched by nonfederal sources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

STIF discretionary reimbursements under this task shall not exceed \$242,480.

Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

STIF discretionary reimbursements under this task shall not exceed \$9,600.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Signs, Shelters, and Amenities

Recipient will submit a description and list for sign and/or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.

By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

*Expected project start date: September 1, 2021.
Expected project completion date: June 30, 2024.*

Administration

Recipient shall perform administrative activities to support service sustainability as follows: ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Signs, Shelters, and Amenities

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, Special Transportation Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget.

Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information

Washington State
Agreement No. 35089

System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Signs, Shelters, and Amenities

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary pre-approval and amendment by State.

Administration

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its agency periodic report.

Capital Assets

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. 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.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited

to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

For Administrative Use Only – Z99999

Supplier Name: ODOT

Actual Contract Number (CustomText4): 23-0577

Department (Location): LUT - Admin.

Contract Type: 6 Amendment

Contract Sub Type (Custom2Code):

Minute Order Date: 10/20/2020

Minute Order Number: 20-289

Master Contract Number (CustomText1): 21-1237

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - Admin.

BILL TO (LocBillTo): LUT - Admin.

Project Number (CustomText2): 100687

Chargeable Program Number (ChargeProgram): 209-607010

Contract Admin (Administrator): Ray Nielsen

Certificate Of Completion

Envelope Id: B56E71D8B205423C989E763B40AB195B	Status: Delivered
Subject: Complete with DocuSign: 23-0577: ODOT	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Connie Wilson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	155 N. First Ave, Suite 270
	MS28
	Hillsboro, OR 97124-3087
	Connie_Wilson@co.washington.or.us
	IP Address: 204.147.152.14

Record Tracking

Status: Original	Holder: Connie Wilson	Location: DocuSign
5/4/2023 1:23:48 PM	Connie_Wilson@co.washington.or.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Washington County	Location: DocuSign

Signer Events

Rachael Fuller
Rachael_Fuller@washingtoncounty.or.gov
Assistant County Administrator
Security Level: Email, Account Authentication
(None), Access Code

Signature

DocuSigned by:

2900A429AAF1462...
Signature Adoption: Pre-selected Style
Using IP Address: 71.95.101.248

Timestamp

Sent: 5/4/2023 1:28:28 PM
Viewed: 5/4/2023 1:44:13 PM
Signed: 5/4/2023 1:44:42 PM

Electronic Record and Signature Disclosure:

Accepted: 5/4/2023 1:44:13 PM
ID: 79f7c0ec-9b3b-463d-847f-3ea67465df07

Karyn Criswell
Karyn.C.Criswell@odot.state.or.us
Security Level: Email, Account Authentication
(None), Access Code

Sent: 5/4/2023 1:44:43 PM
Viewed: 5/17/2023 9:27:55 AM

Electronic Record and Signature Disclosure:

Accepted: 5/17/2023 9:27:55 AM
ID: 53f0f7ed-63bd-4b5d-a8cd-47367785971c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/4/2023 1:28:28 PM
Certified Delivered	Security Checked	5/17/2023 9:27:55 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO SHI OBO Washington County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO SHI OBO Washington County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tina_hartmeier@co.washington.or.us

To advise Carahsoft OBO SHI OBO Washington County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tina_hartmeier@co.washington.or.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO SHI OBO Washington County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO SHI OBO Washington County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tina_hartmeier@co.washington.or.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO SHI OBO Washington County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO SHI OBO Washington County during the course of your relationship with Carahsoft OBO SHI OBO Washington County.

ATTACHMENT C

BUS STOP CAPITAL ASSET CONDITION ASSESSMENT FORM

