

**PUBLIC TRANSPORTATION DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION**

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Yamhill County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** 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 after **July 1, 2025** and on or before **June 30, 2027** (the "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.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**Exhibit D: Summary of Federal Requirements and Incorporating by reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.***

**Exhibit E: Information required by 2 CFR 200.332(b), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$2,147,932.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$1,751,373.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant

to Section 11.a hereof.

5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.oregon.gov](mailto:ODOTPTDReporting@odot.oregon.gov). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
  - b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
    - i. State has received funding (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
    - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
    - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
    - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
  - c. **Recovery of Grant Funds.**
    - i. Recovery of Misexpended Funds or Unexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
    - ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
  - a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient 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 Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient; (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 Recipient's Articles of Incorporation or Bylaws, if applicable; and, (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 Recipient is a party or by which Recipient or any of its properties 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 Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, 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.** Recipient'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 subagreements, 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 Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State 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.

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.

#### 8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant 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. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

**d. Audit Requirements.**

- i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

**9. Recipient Subagreements; Procurements; conflicts of interest**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- c. **Subagreement indemnity; subrecipient insurance**
  - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including 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 Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
  - ii. **Any such indemnification shall also provide that neither Recipient's**

**subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.**

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. All procurement transactions are conducted in a manner providing full and open competition;
  - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

**10. Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. 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; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; 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.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. 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 State or Recipient 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.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State 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 Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient 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. State'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 State had sole liability in the proceeding.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient 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 State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State 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 Recipient on the one hand and of State 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. Recipient'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 it had sole liability in the proceeding.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient 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 or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient 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.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **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, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. 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 when received.

- j. **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 State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT 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.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient 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.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), 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.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Agreement No. 35825

**The Parties**, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

Yamhill County, State of Oregon  
Agreement No. 35825

**Yamhill County**, by and through its

DocuSigned by:  
By Kit Johnston  
8E58DDAC04AB478...  
(Legally designated representative)

Name Kit Johnston  
(printed)

Date 8/21/2025

Signed by:  
By THOMPSON CYNTHIA  
C7F6A36A81D04D1...

Name THOMPSON CYNTHIA  
(printed)

Date 8/22/2025

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

DocuSigned by:  
By Christian Boenisch  
42D9EF9444634DC...  
Recipient's Legal Counsel

Date 8/21/2025

**Recipient Contact:**

Cynthia Thompson  
535 NE 5th St  
McMinnville, OR 97128  
1 (503) 474-4910  
thompsonc@yamhillcounty.gov

**State Contact:**

Arla Miller  
355 Capitol St NE, MS43  
Salem, OR 97301  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

**Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov**

**State of Oregon**, by and through its  
Department of Transportation

By Suzanne Carlson  
Suzanne Carlson  
Public Transportation Division Administrator

Date 08/22/2025

**APPROVAL RECOMMENDED**

By Arla Miller

Date 07/14/2025

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$250,000)

By \_\_\_\_\_  
Assistant Attorney General

Name Nina R. Englander by email  
(printed)

Date 06/25/2025

Approved by the BOC on: 08/21/2025  
via Board Order No.: 25-255

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311 Yamhill County 35825</b>				
<i>Project administration, vehicle preventive maintenance, and operations</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
<b>P-25-3161-02 Item #1: Project Admin.</b>				
	\$550,000.00	\$493,515.00	\$56,485.00	State
<b>P-25-3161-03 Item #1: Preventive Maintenance</b>				
	\$262,499.00	\$235,540.00	\$26,959.00	State
<b>P-25-3161-04 Item #1: Operating Sliding Scale</b>				
	\$423,172.00	\$237,315.00	\$185,857.00	Local
<b>Sub Total</b>	<b>\$1,235,671.00</b>	<b>\$966,370.00</b>	<b>\$269,301.00</b>	
<b>Project Title: 5311 Yamhill County 35825</b>				
<i>Project administration, vehicle preventive maintenance, and operations</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
<b>P-25-6225-01 Item #1: Project Admin.</b>				
	\$550,000.00	\$493,515.00	\$56,485.00	State
<b>P-25-6225-02 Item #1: Preventive Maintenance</b>				
	\$262,502.00	\$235,543.00	\$26,959.00	State
<b>P-25-6225-03 Item #1: Operating Sliding Scale</b>				
	\$99,759.00	\$55,945.00	\$43,814.00	Local
<b>Sub Total</b>	<b>\$912,261.00</b>	<b>\$785,003.00</b>	<b>\$127,258.00</b>	
<b>Grand Total</b>	<b>\$2,147,932.00</b>	<b>\$1,751,373.00</b>	<b>\$396,559.00</b>	

**The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.**

**The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):**

- final design activities (design beyond 30%).
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

**Proceeding with any of these activities prior to FTA concurrence that the**

***environmental review process is complete may deem the entire project ineligible to receive federal funding.***

## 1. BACKGROUND

### A. Project Administration

*For the Section 5311 program only, project administrative expenses incurred by a local provider may be treated as a separate cost category from capital, planning, or operating expenses.*

### B. Vehicle Preventive Maintenance

*Preventive maintenance provides funding to ensure that fleet vehicles are maintained in a state of good repair through their useful life.*

### C. Operations

*Operations provides funding for transportation services in Yamhill County. Service goal is to enhance regional transportation and avoid duplication of services.*

## 2. PROJECT DESCRIPTION

### A. Project 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. Transit administration includes 3 Full time county employees, professional and contract services, office space lease, office related expenses, marketing, advertising, and customer information, printing, travel, training, procurement-related activities, and management related expenses for grant and asset management.*

### B. Vehicle Preventive Maintenance - Contract

*First Transit/Transdev provides preventive maintenance for the YCT fleet of 30 vehicles (vans, cutaways, and buses). The Maintenance/PM expenses are included in the overall hourly service rate agreed to in the contract between Yamhill County and First Transit/Transdev. Preventive Maintenance reports are provided quarterly to Yamhill County Transit. This biennium the PM expenses will include a portion of maintenance staff wages and maintenance facility costs.*

*This Agreement provides funding for vehicle preventive maintenance on vehicles but should not be used for facility maintenance in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

*This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.*

*For some activities, FTA completes the NEPA process during grant review, using the information in the grant application. Written NEPA concurrence from FTA is not required for these activities, which include but are not limited to:*

- Preventative maintenance that involves NO physical changes and/or alterations*
- Purchase of equipment that is not part of a larger project and can be accommodated in existing building(s) or facility(-ies) with NO physical changes, alterations, or installation required*

*Recipients should coordinate with the State prior to incurring any costs or conducting any project-related activities to confirm NEPA requirements.*

*Vehicles and vehicle maintenance shop are located at 11260 SW Durham Lane, McMinnville, Oregon.*

*C. Operations - Contract*

*Yamhill County contracts with First Transit/Transdev to provide all aspects of transit operations and maintenance. Operating expenses include dispatch, demand response services, local and commuter route services throughout Yamhill County*

*Recipient to provide contracted general public transportation, fixed route, complementary paratransit, commuter, demand response services in Yamhill County, Oregon with connections to Hillsboro, Tigard, and Salem, Oregon.*

*Fixed route, complementary paratransit, commuter, demand response services are provided with days and hours of operation varying by service.]*

*Service of dispatching, maintenance, and operations is provided by TransDev with an office at 11260 SW Durham Lane, McMinnville, Oregon.*

**3. PROJECT DELIVERABLES**

*A. Project 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.]*

*B. Vehicle Preventive Maintenance - Contractor*

*TransDev with an office at 11260 SW Durham Lane, McMinnville, Oregon.*

- Start Date July 1, 2019*
- RFP/IFB Issue Date for Contract July 1, 2019*
- Contract Award Date March 31, 2020*
- Initial Contract Date April 1, 2020*
- Final Contract Date December 31, 2025*
  
- RFP/IFB Issue Date for Contract July 1, 2025*
- Start Date January 1, 2026*
- Contract Award Date August 1, 2025*
- Initial Contract Date September 1, 2025*
- Final Contract Date June 30, 2028*

*Contract Completion Date/Extension of Contract if allowed June 30, 2030*

*Recipient will complete all vehicle preventive maintenance tasks prior to the expiration date of this Agreement.*

*Vehicle preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner. Vehicle preventive maintenance includes but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.*

*Vehicle preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

*Recipient must provide to State, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

*A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul) or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance*

*plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.*

*Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul.*

*Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.*

*If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.*

### *C. Operations - Contract*

*The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient and program type, in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.*

*All services provided must be open to the general public and marketed as general public service.*

*To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.*

*Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.*

*Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.*

*Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally funded projects, that income must be reported on the agency periodic report.*

### *Milestones/Goals of Project Increase rides*

*TransDev with an office at 11260 SW Durham Lane, McMinnville, Oregon.*

- Start Date July 1, 2019*
- RFP/IFB Issue Date for Contract July 1, 2019*
- Contract Award Date March 31, 2020*
- Initial Contract Date April 1, 2020*
- Final Contract Date December 31, 2025*
  
- Start Date January 1, 2026*
- RFP/IFB Issue Date for Contract July 1, 2025*
- Contract Award Date August 1, 2025*
- Initial Contract Date September 1, 2025*
- Final Contract Date June 30, 2028*

- *Contract Completion Date/Extension of Contract if allowed June 30, 2030*

*Projected ridership goals established for this project: Rides average 48,305 per quarter*

*For 2025-2026: 48,320*

*For 2026-2027: 48,360*

*Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.*

#### **4. PROJECT ACCOUNTING and MATCHING FUNDING**

##### **A. Project 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.*

*Sources of funding that may be used as matching funding for this Agreement include local funds, Statewide Transportation Improvement Fund, service contract revenue, advertisement and other earned income, cash donations, and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.*

##### **B. Preventive Maintenance**

*Sources that may be used as Recipient's matching funds for this Agreement include Statewide Transportation Improvement 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 matching funds. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.*

##### **C. Operations - Contract**

*Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, cash donations, and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.*

*Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.*

#### **5. REPORTING and INVOICING REQUIREMENTS**

*First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.*

*Second year maximum disbursement: no more than 50 percent of the total fund amount of any*

Agreement No. 35825

single activity line item, plus any remaining portion from the first fiscal year period.

*A. Project 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*
- Hours, individuals or project tasks that are associated with each reimbursement*

*In addition, Recipient must provide a summary of the work performed pursuant to this Agreement in its agency periodic report.*

*Vendor invoices must be attached.*

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*

*Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*

*B. Vehicle Preventive Maintenance - Contract*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State or provide vendor invoices.*

*Vendor invoices must be attached and include the follow:*

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*
- If multiple grants are used for the preventive maintenance spreadsheets or similar documents, it must clearly show how these funds are associated with the costs requested in each reimbursement request*

*C. Operations - Contract*

*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 regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables. Purchased or contracted service reimbursement requests must include a breakdown of expenses. Agencies are required to submit invoices or comparable documentation when requesting payment for services purchased from a third party.*

*Invoices must:*

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*

Agreement No. 35825

*- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*

*Subrecipients should use a worksheet (budget detail worksheet or equivalent) to clearly list the expenses claimed in OPTIS. This aids the state in determination of eligible expenses if the agency has more than one agreement from which to claim expenses and ensures all expenses are accounted for and are not duplicated.*

Agreement No. 35825

**EXHIBIT B**

**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$1,751,373.00</b>
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<b>Administered By</b> Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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## EXHIBIT C

### Subagreement Insurance Requirements

#### 1. GENERAL.

##### 1. a. GENERAL REQUIREMENTS

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain 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 under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. 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 State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

#### 2. TYPES AND AMOUNTS.

##### a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**e. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**f. "TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor 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 the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**3. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

**4. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. 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.

**Recipient Insurance Requirements**

**1. GENERAL.**

**a. GENERAL REQUIREMENTS**

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from 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 Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

**b. INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**2. TYPES AND AMOUNTS.**

**a. WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

**b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**e. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**f. WAIVER OF SUBROGATION.**

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

**g. CONTINUOUS CLAIMS MADE COVERAGE:**

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain 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 a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

**3. NOTICE OF CANCELLATION OR CHANGE.**

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

**4. CERTIFICATE(S) AND PROOF OF INSURANCE.**

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

**5. STATE ACCEPTANCE.**

Agreement No. 35825

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

**EXHIBIT D****Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), Except as Modified Herein**

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at [www.transit.dot.gov](http://www.transit.dot.gov).

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a

## Agreement No. 35825

violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.