

RESOLUTION NO. 3224

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE MODIFICATION NO. 2 TO THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) SUBRECIPIENT AGREEMENT FOR FISCAL YEARS 2026 AND 2027.

WHEREAS, the City Council for the City of Wilsonville adopted an updated Transit Master Plan (“Transit Master Plan”) on June 19, 2023; and

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

WHEREAS, the Oregon State Legislature passed House Bill (HB) 2017 in 2017 that provides additional transit funding to transit agencies throughout the State of Oregon through the Statewide Transportation Improvement Fund (“STIF”); and

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

WHEREAS, the City adopted a STIF Plan in order to receive STIF Formula Funds pursuant to ORS 184.758 and OAR Chapter 732, Divisions 40 and 42; and

WHEREAS, TriMet and the City, by and through SMART, have negotiated Modification No. 2 to the Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement, which is attached hereto as Exhibit 1, regarding TriMet’s disbursement of STIF Formula Funds to the City.

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

Section 1. The City of Wilsonville authorizes the City Manager to enter into, on behalf of the City of Wilsonville and SMART, Modification No. 2 to the Tri-County Metropolitan Transportation District of Oregon Subrecipient Agreement in substantially similar form to Exhibit 1 attached hereto.

Section 2. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of November, 2025, and filed with the Wilsonville City Recorder this date.

Signed by:

9FC7B198F01449B...

Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498...

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil	Yes
Council President Berry	Yes
Councilor Cunningham	Yes
Councilor Shevlin	Yes
Councilor Scull	Yes

EXHIBIT:

1. Modification No. 2 to Subrecipient Agreement with TriMet



AGREEMENT MODIFICATION

Modification No. 2
Agreement No. GG230853EVL
City of Wilsonville/South Metro
Area Regional Transit (SMART)

This Modification amends the above-referenced Agreement for Disbursement of State of Oregon, Public Transit Section Statewide Transportation Improvement Funds (STIF) between TriMet and the **City of Wilsonville/South Metro Area Regional Transit** (Subrecipient).

The effective date of this Modification is the date of the last signature below.

RECITALS

1. The Oregon Transportation Commission (OTC) has approved TriMet's STIF Plan for use of STIF Formula Funds for the period of Fiscal Year 2026 (beginning July 1, 2025) through the end of Fiscal Year 2027 (June 30, 2027).
2. The Parties wish to modify and update the above referenced Agreement to provide Subrecipient with STIF Formula Funds for the period as detailed in TriMet's STIF Plan.

AMENDMENT TO THE AGREEMENT

Based on the forgoing, the Agreement is amended as follows:

1. A new Exhibit D, appended to this Modification 2, replaces the prior Exhibit D and reflects Subrecipient's new Scope of Work for the FY 2026-27 period.
2. A new Exhibit E, Parts 1 and 2, appended to this Modification 2, replaces the prior Exhibit E Parts 1 and 2 and reflects the distribution of new STIF Formula Funds to Subrecipients for the FY 2026-27 period. Exhibit E, Part 3 has been removed from the Agreement, as this table is no longer relevant.
3. Subrecipient may use STIF Formula Funds for allowable costs incurred after July 1, 2025 and through the term of this Agreement, June 30, 2027, unless the Agreement is terminated earlier as provided in this Agreement. Section 10 (Term), of the Agreement is modified accordingly.
4. The total Agreement is hereby increased by \$6,740,969 to account for SMART's FY 2026-27 STIF Formula Plan funds as approved by the OTC. The revised Agreement amount shall not exceed \$14,961,616.
5. The Oregon Department of Transportation (ODOT) and TriMet have executed Agreement No. 35860 to formalize the OTC approved FY 2026-27 STIF Plan. As required by ODOT,

Agreement No. 35860, appended to this Modification 2 as Exhibit G, is made part of the Agreement between TriMet and Subrecipient. Qualified Entities and their Subrecipients must comply with all applicable provisions of Agreement No 35860, including but not limited to Section 10 of Agreement No. 35860 unless exempted in writing by ODOT.

6. The parties acknowledge and agree that ODOT is a third-party beneficiary of the obligations of Subrecipient as outlined in the Agreement, and ODOT shall be entitled to enforce such obligations in its own name and on its own behalf.

7. The Subrecipient's STIF plan, appended to this Modification 2 as Exhibit H, is made part of the Agreement.

8. Exhibit A, Section 1.A of the Agreement is replaced with the following:

Disbursement and Recovery of STIF Formula Funds.

- A. **Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 10 business days of TriMet's receipt of STIF Formula Funds from ODOT, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 10 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:

NO OTHER CHANGES

By executing below, both Parties agree to the Modification. Contractor certifies under penalty of perjury as provided in ORS 305.385(6) that it is not, to the best of its knowledge, in violation of any Oregon tax law. For the purposes of this certification, “Oregon Tax Laws” are state taxes imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323, and local taxes administered by the Oregon Department of Revenue under ORS 305.620

CITY OF WILSONVILLE/
SOUTH METRO AREA
REGIONAL TRANSIT (SMART)

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)

(signature)

(signature)

Name:

Name: Nancy Young-Oliver

Title:

Title: Chief Financial Officer

Date:

Date:

Approved as to Form:

TriMet Legal Counsel

Date:

EXHIBIT D

SUBRECIPIENT SCOPE OF WORK

Subrecipient Contact Information:

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

TriMet Contact for Reporting and Compliance:

- Contact Person: John Paul (JP) Gonzalez, Senior Grants Compliance Analyst
- Address: 101 SW Main St., Suite 700, Portland, OR 97204
- Telephone: 503-962-4854
- E-mail: gonzajoh@trimet.org and/or STIFCompliance@trimet.org

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Director – Mobility Planning & Policy
- Address: 101 SW Main St., Suite 700, Portland, OR 97204
- Telephone: 503-962-4883
- E-mail: millst@trimet.org

Term of Contract: 7/1/2025 through 6/30/2027

Total FY26-27 STIF Formula Funds (with unspent funds/interest from prior STIF Plans):
\$9,628,969

Total New FY26-27 STIF Formula Funds (no unspent funds/interest): \$6,740,969

PROJECT DESCRIPTION:

City of Wilsonville will conduct the following activities with FY26-27 STIF Payroll-Based and Population-Based Formula Funds received via TriMet:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
1	Capital- Vehicles & Bus Stop Improvements	Purchase or contribute match funds to purchase 4 buses and 1 van, and purchase replacement signage and/or amenities for bus stops.	Task 1: Vehicle Purchase
			Task 2: Vehicle Purchase
			Task 3: Preventive Maintenance

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
2	Service Operations	Provide Route 2X service between Tualatin Park and Ride and Wilsonville Transit Center (RCP); provide service between Wilsonville and Clackamas Town Center (RCP); provide continued service on Route 1X, Route 2X in-town and Route 7; provide service between Wilsonville and Woodburn; fund transit customer service personnel at Wilsonville Transit Center; and provide Dial-a-Ride transportation service to medical facilities in the greater metro area.	Task 1: Operations
			Task 2: Operations
			Task 3: Operations
3	Planning and Administration	Pay costs of administering the STIF program; create a plan to determine the best location and/or designs for a Town Center transit hub; and provide Program Reserve for up to an additional 10% of total projected agency funding.	Task 1: Project Administration
			Task 2: Planning
			Task 3: Program Reserve/Contingency

PLAN BUDGET:

STIF Plan Project Number	FY26 New Funds	FY27 New Funds	Prior Biennia STIF Funds Unspent	Prior Biennia STIF Interest Unspent
1	\$325,000	\$610,000	\$0	\$0
2	\$2,347,427	\$2,892,000	\$2,588,000	\$300,000
3	\$55,000	\$511,542	\$0	\$0
<i>Subtotal</i>	<i>\$2,727,427</i>	<i>\$4,013,542</i>	<i>\$2,588,000</i>	<i>\$300,000</i>
Grand Total (all funds): \$9,628,969				
<i>Grand Total (new funds): \$6,740,969</i>				

REPORTING:

Required Elements	FY26-27 Plan	Quarterly Report	Annual Report
Plan Outcomes			
Revenue Miles	1,103,169	X	

Required Elements	FY26-27 Plan	Quarterly Report	Annual Report
Revenue Hours	132,615	X	
Rides	183,010	X	
Number of new shared stops with other transit providers	4	X	
Number of students in grades 9-12 served by demand response	N/A	X	
Number of students in grades 9-12 with free or reduced fares	N/A	X	
Other outcomes	7	X	
Number of individuals within a ½-mile of a transit stop for fixed-route transit	30,599		X
Number of low-income households within a ½-mile of a transit stop for fixed-route transit	1,291		X
Number of students in grades 9-12 attending a school served by transit	N/A		X
Number of rides to students in grades 9-12	N/A		X
Program Criteria			
Increased frequency to areas with a high percentage of low-income households	N/A		X
Expanded routes or services to areas with a high percentage of low-income households	N/A		X
Reduced fares in communities with a high percentage of low-income households	N/A		X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more	N/A		X
Improved frequency and reliability of service between communities in and out of the Qualified Entity's area	N/A		X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service	N/A		X
Implementation of programs to provide student transit service for students in grades 9-12	N/A		X
Capital Assets			
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds	N/A	X	
Low-Income Tax Mitigation			
Report on mitigating the tax on low-income passengers	N/A		X
Audit Reports			
Copy of financial audits, including STIF procedures	N/A		X

EXHIBIT E**STIF FORMULA FUNDS - DISBURSEMENT FORMULA****EXHIBIT E – PART 1****PAYROLL-BASED FORMULA FUNDS DISBURSEMENT AMOUNTS AND METHODOLOGY**

	FY26 Planned New Funds				
Jurisdictions	TriMet In-District / Regional Coordination	TriMet In-District / Human Services	Out-of-District	Out-of-District Percent of Total	Total
TriMet	\$ 58,100,087.00	\$ 253,465.00	\$ -	0.00%	\$ 58,353,552.00
Clackamas County	\$ 1,141,757.00	\$ -	\$ 669,908.00	0.91%	\$ 1,811,665.00
Multnomah County	\$ 1,049,000.00	\$ -	\$ 70,000.00	0.10%	\$ 1,119,000.00
Washington County	\$ 3,046,900.00	\$ -	\$ 459,000.00	0.62%	\$ 3,505,900.00
City of Wilsonville/South Metro Area Regional Transit	\$ 1,812,000.00	\$ -	\$ 915,427.00	1.24%	\$ 2,727,427.00
City of Canby	\$ -	\$ -	\$ 371,856.00	0.51%	\$ 371,856.00
City of Sandy	\$ 450,000.00	\$ -	\$ 161,646.00	0.22%	\$ 611,646.00
South Clackamas Transportation District	\$ -	\$ -	\$ 299,000.00	0.41%	\$ 299,000.00
City of Portland/Portland Streetcar	\$ 3,000,000.00	\$ -	\$ -	0.00%	\$ 3,000,000.00
Ride Connection	\$ -	\$ 1,746,535.00	\$ -	0.00%	\$ 1,746,535.00
Total	\$ 68,599,744.00	\$ 2,000,000.00	\$ 2,946,837.00	4.01%	\$ 73,546,581.00

	FY27 Planned New Funds				
Jurisdictions	TriMet In-District / Regional Coordination	TriMet In-District / Human Services	Out-of-District	Out-of-District Percent of Total	Total
TriMet	\$ 61,597,088.00	\$ 191,994.00	\$ -	0.00%	\$ 61,789,082.00
Clackamas County	\$ 1,141,756.00	\$ -	\$ 670,463.00	0.86%	\$ 1,812,219.00
Multnomah County	\$ 1,092,000.00	\$ -	\$ 71,739.00	0.09%	\$ 1,163,739.00
Washington County	\$ 2,775,414.00	\$ -	\$ 474,960.00	0.61%	\$ 3,250,374.00
City of Wilsonville/South Metro Area Regional Transit	\$ 1,812,000.00	\$ -	\$ 2,201,542.00	2.82%	\$ 4,013,542.00
City of Canby	\$ -	\$ -	\$ 390,255.00	0.50%	\$ 390,255.00
City of Sandy	\$ 450,000.00	\$ -	\$ 174,370.00	0.22%	\$ 624,370.00
South Clackamas Transportation District	\$ -	\$ -	\$ 299,168.00	0.38%	\$ 299,168.00
City of Portland/Portland Streetcar	\$ 3,000,000.00	\$ -	\$ -	0.00%	\$ 3,000,000.00
Ride Connection	\$ -	\$ 1,808,006.00	\$ -	0.00%	\$ 1,808,006.00
Total	\$ 71,868,258.00	\$ 2,000,000.00	\$ 4,282,497.00	5.48%	\$ 78,150,755.00

Notes:

1. Percent of Total factor is based on the NEW Payroll funds not TOTAL Payroll funds that include carry over from previous biennia.
2. Total biennium disbursements are not-to-exceed total biennium planned amounts.
3. Total STIF Formula Payroll funds disbursed to the Subrecipient quarterly will be based on the Subrecipient's Percentage of the Total for Out-of-District apportionments, as referenced in the table above, relative to the total STIF quarterly allocation received from ODOT.
4. Funds disbursed to the Subrecipient for TriMet In-District's Regional Coordination and Human Services apportionments will be based on a fixed quarterly amount (0.25 x amount shown in the tables above).

EXHIBIT E – PART 2

POPULATION-BASED FORMULA FUNDS DISBURSEMENT AMOUNTS AND METHODOLOGY

	FY26		
Jurisdictions	Total	Quarterly	Percent of Total
TriMet	\$ -	\$ -	0.00%
Clackamas County	\$ 815,463.50	\$ 203,866.00	15.99%
Multnomah County	\$ 557,359.00	\$ 139,340.00	10.93%
Washington County	\$ -	\$ -	0.00%
City of Wilsonville/South Metro Area Regional Transit	\$ -	\$ -	0.00%
City of Canby	\$ 126,803.00	\$ 31,701.00	2.49%
City of Sandy	\$ 211,745.00	\$ 52,936.00	4.15%
South Clackamas Transportation District	\$ 77,026.00	\$ 19,257.00	1.51%
City of Portland/Portland Streetcar	\$ -	\$ -	0.00%
Ride Connection	\$ 3,311,595.00	\$ 827,899.00	64.93%
Total	\$ 5,099,991.50		100.00%

	FY27		
Jurisdictions	Total	Quarterly	Percent of Total
TriMet	\$ -	\$ -	0.00%
Clackamas County	\$ 815,463.50	\$ 203,866.00	15.99%
Multnomah County	\$ 557,359.00	\$ 139,340.00	10.93%
Washington County	\$ -	\$ -	0.00%
City of Wilsonville/South Metro Area Regional Transit	\$ -	\$ -	0.00%
City of Canby	\$ 126,803.00	\$ 31,701.00	2.49%
City of Sandy	\$ 211,746.00	\$ 52,937.00	4.15%
South Clackamas Transportation District	\$ 77,026.00	\$ 19,257.00	1.51%
City of Portland/Portland Streetcar	\$ -	\$ -	0.00%
Ride Connection	\$ 3,311,597.00	\$ 827,899.00	64.93%
Total	\$ 5,099,994.50		100.00%

Notes:

1. Total biennium disbursements are not-to-exceed total biennium planned amounts.
2. Total STIF Formula Population funds disbursed to the Subrecipient quarterly will be based on the recommended amounts by the Accessible Transportation Fund Advisory Committee, as referenced in the table above and relative to the total STIF quarterly allocation received from ODOT.

EXHIBIT G

ODOT AGREEMENT NO. 35860 – STIF FORMULA PROGRAM

Refer to attached agreement.

EXHIBIT H

SMART'S (CITY OF WILSONVILLE) BIENNIUM 2025-27 STIF PLAN

Refer to attached STIF Plan.

ODOT AGREEMENT NO. 35860 - STIF FORMULA PROGRAM

Agreement No. 35860

State STIF STIF

**PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION****STIF FORMULA PROGRAM**

This Grant Agreement ("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 **Tri County Metropolitan Transportation District of Oregon**, acting by and through its Governing Body, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is a "Qualified Entity" as that term is defined in ORS 184.752(2).

AGREEMENT

1. **Authority.** ORS 184.766(2).
2. **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 eligible project costs incurred on or after the Effective Date and on or before **June 30, 2027** (the "Expiration Date").
3. **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**Exhibit B: Financial Information****Exhibit C: Contractor Insurance Requirements****Exhibit D: Approved Statewide Transportation Improvement Fund (STIF) Plan**

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: this Agreement without Exhibits; Exhibit A; Exhibit D; Exhibit B; Exhibit C.

4. **Grant Funds; STIF Plan Maximum; Reserve Payment.** In accordance with the terms and conditions of this agreement and applicable administrative rules:
 - a. State will provide Recipient with up to an amount of funds ("Grant Funds") not to exceed the lesser of:
 - i. The total amount of Grant Funds calculated using the methods described in OAR 732-042-0010(4) ("QE Allocation"); or
 - ii. \$161,897,322.00, which is the amount of total funding sought in Recipient's STIF Plan, as that term is defined in OAR-732-040-0005(35), and approved by the OTC ("STIF Plan Maximum").
 - b. If the QE Allocation exceeds the STIF Plan Maximum, ODOT will hold in reserve an amount of Grant Funds that equals the difference between the QE Allocation and the STIF Plan Maximum ("Reserve Payment"). Recipient will receive the Reserve Payment at the beginning of the next biennium, after its STIF plan for the next biennium is approved by OTC, as part of its first quarterly disbursement. The Reserve Payment will count towards the maximum Grant Funds available to Recipient under its OTC-approved STIF plan for the next biennium.
5. **Project.** The Grant Funds shall be used solely for the project(s) described in Exhibit A (the "Project") and shall not be used for any other purpose.
6. **Progress Reports.** Recipient shall submit quarterly progress reports ("Reports") to State no later than forty-five (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/optis.aspx>. Reports shall include a statement of revenues and expenditures for each quarter, project progress, and measures achieved. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

7. Disbursement and Recovery of Grant Funds.

Disbursement Generally. During the 2025-2027 biennium, State shall make quarterly installment payments of the Grant Funds to Recipient within sixty (60) days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the amount of Grant Funds divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if Grant Funds are adjusted as provided in Section 4.

a. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, 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, Recipient's STIF Plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) and STIF statutes (ORS 184.751-184.766).
- iii. Recipient's representations and warranties set forth in Section 8 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Any audit findings relating to Recipient's use of Grant Funds under this Agreement or any other agreement with State have been resolved.

b. Recovery of Grant Funds

- i. **Recovery of Misexpended Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766) ("Misexpended Grant Funds") must be returned to State. Recipient shall return all Misexpended Grant Funds to State no later than fifteen (15) days after State's written demand.
- ii. **Recovery of Grant 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.
- iii. **Recovery of Grant Funds for Violation of Agreement.** Pursuant to ORS 184.766(2), Recipient shall repay, in full, distributions paid to Recipient, if the Oregon Transportation Commission determines that Recipient has failed to meet or comply with any terms or conditions of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766).

8. 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 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 and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which 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 subcontracts, 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 any 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 by any state or federal agency 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.

9. **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 contractors complies with these requirements. State, the Secretary of State of the State of Oregon ("Secretary") 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 Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, 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 and the Secretary 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 (6) 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. Recipient shall comply with the audit and compliance review requirements set out in OAR 732-040-0015 and, at Recipient's own expense, submit to State, Public Transportation Division, 355 Capitol Street N.E., MS43, Salem, Oregon, 97301-4179 or ODOTPTDreporting@odot.oregon.gov, a copy of, or electronic link to, any annual audit covering the Grant Funds expended under this Agreement by Recipient or a party to any contract with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of Grant Funds received under this Agreement.
- ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the Grant 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.
- iii. Recipient shall provide State with documentation of compliance with ODOT's STIF Agreed Upon Procedures (AUP) for audits. Documentation of compliance with ODOT's STIF AUP for audits is due 30 days after the Recipient's receipt of the auditor's final report of the Recipient's annual audit, or by a date established by rule, each year this agreement is in effect.

This Section 9 shall survive any expiration or termination of this Agreement.

10. Recipient Contracts and Procurements

Recipient may enter into contracts with subrecipients or contractors ("contractor") for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

a. Contracts.

- i. All contracts 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 contract(s). Use of a contract 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 contract with the contractor.
- iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name State as an additional or dual obligee on construction contractors' performance and payment bonds.
- iv. Recipient shall provide State with a copy of any signed contract, as well as any other purchasing or contracting documentation, upon request by State. This subparagraph shall survive expiration or termination of this Agreement.
- v. Recipient must report to State any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i. **Recipient's contracts(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their officers, members, employees and agents from and against any and all claims, actions, liabilities, damages, losses, cost or expenses, including attorneys' fees, of any nature whatsoever resulting from arising out of or related to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract 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 contract(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 "Contractor"), nor any attorney engaged by Recipient's contractor(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 contractor is prohibited from defending State or that Recipient's contractor 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 contractor if the State of Oregon elects to assume its own defense.**
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

- i. Recipient shall require its contractors(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and 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.
- ii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage deemed appropriate based on the risk of the subcontracted work.
- iii. Recipient shall include provisions in each of its contrast requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statutes (ORS) 279 A, B and C, and rules, ensuring that all procurement transactions are conducted in a manner providing full and open competition. In addition, the Recipient shall:
 - i. obtain approval from State, prior to solicitation, of any procurements for rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000.
- e. **Conflicts 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.

11. Termination and Additional Remedies

- 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, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal;
 - 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;
 - iii. If 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;
 - iv. If the Project would not produce results commensurate with the further expenditure of Grant Funds;
 - v. If Recipient has failed to comply with: (a) any provision of this Agreement, (b) Recipient's STIF plan, (c) STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or (d) STIF statutes (ORS 184.751-184.766); or
 - vi. If 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. **Additional Remedies Available to the State.** If Recipient has failed to comply with any provision of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-184.766) or 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, then State may, in its sole discretion, impose remedies in addition to or in lieu of termination under Section 10.a.(v) and 10.a.(vi) above. Such remedies include, without limitation, (i) imposing additional reporting requirements on Recipient; (ii) withholding further distribution of Grant Funds; and (iii) the partial or full recovery of Grant Funds already distributed to Recipient.
- c. **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:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the Grant Funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If 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.
- d. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) 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.

12. General Provisions

- a. **Contribution.** For purposes of this Section 12.a., the term "State" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."
- 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. 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. 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.
 - iv. This Contribution Section shall survive termination of this Agreement.
- b. **Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, 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. Recipient shall ensure that each of its contractor(s) complies with these requirements.
- c. **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.
- d. **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.
- e. **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 section. 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.
- f. **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. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- g. **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. 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.
- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **Survival.** The following provisions survive termination of this Agreement: Sections 7.b, 9, 12, and any Sections that by their nature survive termination.
- n. **Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

Agreement No. 35860

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.

SIGNATURE PAGE TO FOLLOW

Tri County Metropolitan Transportation District of Oregon/State of Oregon
Agreement No. 35860

**Tri County Metropolitan Transportation
District of Oregon**, by and through its

By _____
(Legally designated representative)

Name _____
(printed) Nancy Young Oliver, CPA
CPFO CFE CISA
Date _____
Date: 2025.08.15
09:01:04 -07'00'

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Erika Turney
101 SW Main Street, Suite 700
Portland, OR 97204
1 (503) 962-4832
turneye@trimet.org

State Contact:

Jennifer Cooper
355 Capitol St NE, MS43
Salem, OR 97301
1 (971) 446-0225
Jennifer.COOPER@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By 
Suzanne Carlson
Public Transportation Division Administrator

Date 08/20/2025

APPROVAL RECOMMENDED

By _____
Drew Orr

Date 06/06/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____
(printed) Nina R. Englander by email

Date 06/04/2025

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

EXHIBIT A
Project Description

Project Description

Recipient shall comply with all terms of its OTC-approved STIF Plan, a copy of which is Exhibit D to this Agreement and shall complete the Projects, tasks and outcomes measures described in Section 6 of the STIF Plan ("Section 6") consistent with the expenditure estimates, also described in Section 6.

EXHIBIT B

FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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EXHIBIT C

Insurance Requirements

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors ("contractor"): i) obtain insurance specified in this Exhibit 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 contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. 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 the Recipient. Recipient shall not authorize work to begin under contracts 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 contract 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 contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. All references to "contractor" in this Exhibit refer to Recipient's contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

- a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.**
 All employers, including Recipient's contractors, 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. **Recipient's contractors shall require compliance with these requirements in each of their 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 Recipient's contractors 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:

Prime construction contractor: 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**.

Other contractor(s): 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 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**.

d. **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. **ADDITIONAL INSURED.**

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon 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 contract. Coverage shall be primary and noncontributory 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 contract, 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 contract or, (ii) the expiration of all warranty periods provided under the contract. 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).

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 contract. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all

liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.

The Recipient shall immediately notify State of any change in insurance coverage.

Exhibit D

See attached OTC Approved STIF Plan 2025-27

1. Qualified Entity
- 1.2 Sub-Recipients in STIF Plan
2. Advisory Committees
- 2.1 Advisory Committee Website
3. Local Plan Compliance
- 3.1 Existing Local Plans from which project(s) are derived.
- 3.2 Local Plan Requirements
4. Accountability
- 4.1 Accountability methods
- 4.2 Sub-Allocation method
- 4.3 High Percentage of Low-Income Households
5. STIF Plan Period and Adoption
- 5.1 Period Covered by STIF Plan
- 5.2 STIF Plan Adoption
6. Projects
- 6.1 Project Detail Entry
- 6.1.1 Project Scope
- 6.1.2 Expenditure Estimates
- 6.2 Allocations of STIF funds by project
- 6.3 Oregon Public Transportation Plan Goals
- 6.4 Project Summary
7. STIF Plan Summary

EXHIBIT H
SMART'S (CITY OF WILSONVILLE) BIENNIUM 2025-27 STIF PLAN



STIF Subrecipient Project Application 2025-27

For alternative formats / accessibility questions please reach out to: The Regional Transit Coordinator in your region or Brian Roth: brian.roth@odot.oregon.gov

1. Subrecipient Information

Service Provider Name

South Metro Area Regional Transit (City of Wilsonville)

Service Provider Contact Name

Kelsey Lewis

Service Provider Contact Title

Grants and Programs Manager

Service Provider Phone Number

(503) 682-7790

Service Provider Email

klewis@ridesmart.com

Service Provider Type

City

Employer Identification Number (EIN)

93-0580494

Service Provider Website

<https://www.ridesmart.com>

2. Qualified Entity representing Subrecipient

Qualified Entity Name

Tri County Metropolitan Transportation District of Oregon

STIF Plan Contact Name

JP Gonzalez

STIF Plan Contact Title

Senior Grants Compliance Analyst

STIF Plan Contact Phone Number

(503) 962-4854

STIF Plan Contact Email

gonzajoh@trimet.org

End Date of QE STIF Plan

6/30/2027

3. Local Plan Compliance

3.1 Existing Local Plans from which project(s) are derived.

Local Plan 1

Local Plan Name

SMART Transit Master Plan

Governing Body that adopted Local Plan

City of Wilsonville

Plan Adoption Date

7/17/2023

Local Plan Web Address

<https://www.ridesmart.com/transit/page/transit-master-plan>

Upload copy of Local Plan if it's not available on a website.

3.2 Local Plan requirements

I agree that the Local Plan(s), either separately or together, contain all of the information required by OAR 732-040-0005(19).

Yes

4. Projects

4.1 Project Detail Entry

Project 1

Subrecipient or Qualified Entity Name

South Metro Area Regional Transit (City of Wilsonville)

Project Name

Capital- Vehicles & Bus Stop Improvements

Project Description

Purchase or contribute match funds to purchase 4 buses and 1 van, and purchase replacement signage and/or amenities for bus stops.

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?

No

Percent of project budget in district

0%

Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service

30%

Maintain Service

70%

Please explain why all or part of this project is maintaining an existing service.

All replacements and preventive maintenance included in this plan are from current/past STIF expansions that are planned for continued service.

Local Plan this project is derived from:

SMART Transit Master Plan, page 92

Local Plan Page Number

Multi-Phase Project

Is your project part of a larger multi-phase project?

No

4.1.1 Project Scope

Task 1

Task Description

Provide matching funds for Federal Grant to replace three buses with battery electric models.

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Vehicle Purchase 111-00

By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.

Yes

What type of capital vehicle purchases are included in this task?

Replacement

Vehicle Replacement 11.12

Replacement Vehicle Information

1. Vehicles to be Replaced

Year	Make/Model	Category	VIN	Total Seats / ADA Seats	Current Miles
2,007	Blue Bird CRSE	A (11.XX.01)	1BDJNBKA67F255277	41/2	102,907
2,012	Gillig LF40	A (11.XX.01)	15GGD2715C1180354	38/2	380,831
2,013	Gillig LF40	A (11.XX.01)	15GGD2714D1182078	38/2	343,312

2. Condition of Vehicles

VIN	Condition	Vehicle Maintenance History (Issues, Repairs, etc.)
1BDJNBKA67F255277	Marginal	Beyond useful life
15GGD2715C1180354	Marginal	Beyond useful life and high mileage
15GGD2714D1182078	Marginal	Beyond useful life and high mileage

11.12 Vehicle Information

Vehicle ALI	Make/Model	Quantity	Cost Each	Total	Length	# of seats / # ADA stations	# of seats with ADA deployed	Fuel System
11.1X.01 Bus STD 40 FT	TBD	3	\$1,300,000 .00	\$3,900,000 .00	40	38/2	33	Battery Electric
				\$3,900,000 .00				

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$0.00	\$585,000.00			\$585,000.00
Federal	\$0.00	\$3,315,000.00			\$3,315,000.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00

Prior Biennia Interest Accrued	\$0.00	\$0.00	\$0.00
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\$0.00	\$3,900,000.00	\$0.00	\$0.00	\$3,900,000.00
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By checking this box, I confirm that this project task is only funded by STIF.
No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
Yes

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure
Vehicles Purchased

Number of Units:
3

Task 2

Task Description
Purchase one cutaway bus and one supervisor van to support service expansion.

Is this task supporting services for older adults and people with disabilities?
No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
No

Category
Vehicle Purchase 111-00

By checking this box, I affirm that all projects requesting funds for capital expenses are in compliance with the Capital Asset Requirements outlined in OAR 732-042-0040.
Yes

What type of capital vehicle purchases are included in this task?
Expansion

Vehicle Expansion 11.13

11.13 Vehicle Information

Vehicle ALI	Make/Model	Quantity	Cost Each	Total	Length	# of seats / # ADA stations	# of seats with ADA deployed	Fuel System
11.1X.15 Vans	TBD	1	\$100,000.00	\$100,000.00	18	5/1	3	Gas
11.1X.04 Bus < 30 FT	TBD	1	\$200,000.00	\$200,000.00	26	20/2	14	Compressed Natural Gas
				\$300,000.00				

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$300,000.00	\$0.00			\$300,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia	\$0.00	\$0.00			\$0.00

STIF Funds

Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
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\$300,000.00	\$0.00	\$0.00	\$0.00	\$300,000.00
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By checking this box, I confirm that this project task is only funded by STIF.
Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
No

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure
Vehicles Purchased

Number of Units:
2

Task 3

Task Description
Purchase replacement signage and/or amenities for bus stops.

Is this task supporting services for older adults and people with disabilities?
No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
No

Category
Preventive Maintenance 11.7A.00

Preventive Maintenance Task
Category

Task Category Amount
\$50,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$25,000.00	\$25,000.00			\$50,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$50,000.00

By checking this box, I confirm that this project task is only funded by STIF.
No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.
Yes

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure
Capital Improvements Completed

Number of Units:
1

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

- 1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
- 2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
- 3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
- 4. Procurement of low or no emission buses for use in areas with 200,000 or more.
- 5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
- 6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
- 7. Implementation of programs to provide student transit service for students in grades 9-12.
- 8. Services for older adults and people with disabilities.

FY 2026 STIF Total	FY 2027 STIF Total	FY 2028 STIF Total	FY 2029 STIF Total
\$325,000.00	\$610,000.00	\$0.00	\$0.00

Fund Allocation (Must not exceed 100% per criterion per fiscal year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
Criterion 1	10%	0%		

Criterion 2	20%	0%
Criterion 3	0%	0%
Criterion 4	0%	60%
Criterion 5	10%	0%
Criterion 6	10%	10%
Criterion 7	20%	10%
Criterion 8	30%	20%
	100.00%	100.00%
		0.00%
		0.00%

4.3 Oregon Public Transportation Plan Goals

Select the OPTP goals that apply to your STIF Plan Projects.

- Goal 1 Mobility: Public Transportation User Experience
- Goal 2: Accessibility and Connectivity
- Goal 3: Community Livability and Economic Vitality
- Goal 5: Health
- Goal 6: Safety and Security
- Goal 7: Environmental Sustainability
- Goal 10: Communication, Collaboration, and Coordination

4.4 Project Summary

Project Name
Capital- Vehicles & Bus Stop Improvements

Subrecipient Project Total
\$935,000.00

FY 2026 STIF Project Total	FY 2027 STIF Project Total
\$325,000.00	\$610,000.00

Funds Supporting Student Transportation

FY 2026 STIF Funds supporting student transportation	FY 2027 STIF Funds supporting student transportation
\$65,000.00	\$61,000.00
FY 2026 percent of STIF Funds supporting student transportation	FY 2027 percent of STIF Funds supporting student transportation
20%	10%

Funds Supporting Older and Disabled Persons Transportation

FY 2026 STIF Funds supporting older and disabled persons transportation	FY 2027 STIF Funds supporting older and disabled persons transportation
\$97,500.00	\$122,000.00
FY 2026 percent of STIF Funds supporting older and disabled persons transportation	FY 2027 percent of STIF Funds supporting older and disabled persons transportation
30%	20%

Funds from Previous Biennia

FY 2026 STIF Funds From Previous Cycle	FY 2027 STIF Funds From Previous Cycle
\$0.00	\$0.00

Project 2

Subrecipient or Qualified Entity Name
South Metro Area Regional Transit (City of Wilsonville)

Project Name
Service Operations

Project Description
Provide Route 2X service between Tualatin Park and Ride and Wilsonville Transit Center (RCP); provide service between Wilsonville and Clackamas Town Center (RCP); provide continued service on Route 1X, Route 2X in-town and Route 7; provide service between Wilsonville and Woodburn; fund transit customer service personnel at Wilsonville Transit Center; and provide Dial-a-Ride transportation service to medical facilities in the greater metro area (STIF population).

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?
No

Percent of project budget in district
70%

Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service
50%

Maintain Service
50%

Please explain why all or part of this project is maintaining an existing service.
All existing operations included in this plan are from current/past STIF expansions that are planned for continued service.

Local Plan this project is derived from: **Local Plan Page Number**
SMART Transit Master Plan, page 88-90

Multi-Phase Project

Is your project part of a larger multi-phase project?
No

4.1.1 Project Scope

Task 1

Task Description
Provide Route 2X service between Tualatin Park and Ride and Wilsonville Transit Center, and provide service between Wilsonville and Clackamas Town Center. Both are funded under TriMet's Regional Coordination Program (RCP), including prior biennia STIF specifically from RCP.

Is this task supporting services for older adults and people with disabilities?
No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
No

Category
Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.
Fixed Route

Operations Task Category

Task Category Amount
\$5,424,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$1,812,000.00	\$1,812,000.00		\$3,624,000.00	
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$900,000.00	\$900,000.00		\$1,800,000.00	
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
	\$2,712,000.00	\$2,712,000.00	\$0.00	\$0.00	\$5,424,000.00

By checking this box, I confirm that this project task is only funded by STIF.
Yes

Check this box if you are using STIF funding in this task as a match another source of funding.
Please make sure you have indicated that information in your task description above in section 4.1.1.
No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
612,986	44,687.00	81,217

Number of people with access to transit (within ½ mile of transit stop for fixed route)
10,078

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed

route)
480

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
4

Is this project supporting student transportation?
No

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure
Routes Added

Number of Units:
1

Task 2

Task Description

Provide continued service on Route 1X, Route 2X in-town and Route 7; provide expansion service between Wilsonville and Woodburn; and fund transit customer service personnel at Wilsonville Transit Center.

Is this task supporting services for older adults and people with disabilities?
No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
No

Category
Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.
Fixed Route

Operations Task Category

Task Category Amount
\$2,415,427.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF

funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$535,427.00	\$1,080,000.00		\$1,615,427.00	
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$500,000.00	\$0.00			\$500,000.00
Prior Biennia Interest Accrued	\$150,000.00	\$150,000.00			\$300,000.00
	\$1,185,427.00	\$1,230,000.00	\$0.00	\$0.00	\$2,415,427.00

By checking this box, I confirm that this project task is only funded by STIF.
No

Check this box if you are using STIF funding in this task as a match another source of funding.
Please make sure you have indicated that information in your task description above in section 4.1.1.
No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles	Revenue Hours	Rides
452,869	86,144.00	98,215

Number of people with access to transit (within ½ mile of transit stop for fixed route)

16,521

Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)
641

Number of new shared stops with other transit providers (reducing fragmentation in transit services)
0

Is this project supporting student transportation?
No

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure
FTEs/Contractors Added

Number of Units:
2

Task 3

Task Description
Provide Dial-a-Ride transportation service to medical facilities in the greater metro area, funded by STIF Population funds, formerly STF. Listed as Prior Biennia STIF Funds because these are carryover STIF Population funds from 24-25 biennium.

Is this task supporting services for older adults and people with disabilities?
Yes

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?
No

Category
Operations 30.09.00 (State Operating Assistance)

Specify the mode that this task will support.
Demand Response

Operations Task Category

Task Category Amount
\$288,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of

expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$0.00	\$0.00			\$0.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$144,000.00	\$144,000.00		\$288,000.00	
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
	\$144,000.00	\$144,000.00	\$0.00	\$0.00	\$288,000.00

By checking this box, I confirm that this project task is only funded by STIF.

No

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Minimum required measures for operations tasks

Revenue Miles

Revenue Hours

Rides

37,314	1,784.00	3,578
Number of people with access to transit (within ½ mile of transit stop for fixed route)		
4,000		
Number of Low-Income Households with access to transit (within ½ mile of transit stop for fixed route)		
170		
Number of new shared stops with other transit providers (reducing fragmentation in transit services)		
0		
Is this project supporting student transportation?		
No		

Optional Outcome Measures

Outcome Measure 1		
Outcome Measures for Older Adults and People with Disabilities		
Revenue Miles	Revenue Hours	Rides
37,314	1,784.00	3,578
Other Measure		
Paratransit Rides Provided		
Number of Units:		
3578		

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income Households.
3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.

- 4. Procurement of low or no emission buses for use in areas with 200,000 or more.
- 5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
- 6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
- 7. Implementation of programs to provide student transit service for students in grades 9-12.
- 8. Services for older adults and people with disabilities.

FY 2026 STIF Total	FY 2027 STIF Total	FY 2028 STIF Total	FY 2029 STIF Total
\$4,041,427.00	\$4,086,000.00	\$0.00	\$0.00

Fund Allocation (Must not exceed 100% per criterion per fiscal year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
Criterion 1	20%	20%		
Criterion 2	20%	20%		
Criterion 3	0%	0%		
Criterion 4	0%	0%		
Criterion 5	20%	20%		
Criterion 6	20%	20%		
Criterion 7	0%	0%		
Criterion 8	20%	20%		
	100.00%	100.00%	0.00%	0.00%

4.3 Oregon Public Transportation Plan Goals

Select the OPTP goals that apply to your STIF Plan Projects.

- Goal 1 Mobility: Public Transportation User Experience
- Goal 2: Accessibility and Connectivity
- Goal 3: Community Livability and Economic Vitality
- Goal 4: Equity
- Goal 5: Health
- Goal 8: Land Use
- Goal 10: Communication, Collaboration, and Coordination

4.4 Project Summary

Project Name

Service Operations

Subrecipient Project Total
\$8,127,427.00

FY 2026 STIF Project Total	FY 2027 STIF Project Total
\$4,041,427.00	\$4,086,000.00

Funds Supporting Student Transportation

FY 2026 STIF Funds supporting student transportation	FY 2027 STIF Funds supporting student transportation
\$0.00	\$0.00
FY 2026 percent of STIF Funds supporting student transportation	FY 2027 percent of STIF Funds supporting student transportation
0%	0%

Funds Supporting Older and Disabled Persons Transportation

FY 2026 STIF Funds supporting older and disabled persons transportation	FY 2027 STIF Funds supporting older and disabled persons transportation
\$808,285.40	\$817,200.00
FY 2026 percent of STIF Funds supporting older and disabled persons transportation	FY 2027 percent of STIF Funds supporting older and disabled persons transportation
20%	20%

Funds from Previous Biennia

FY 2026 STIF Funds From Previous Cycle	FY 2027 STIF Funds From Previous Cycle
\$1,694,000.00	\$1,194,000.00

Project 3
Subrecipient or Qualified Entity Name

South Metro Area Regional Transit (City of Wilsonville)

Project Name

Administration & Planning

Project Description

Pay costs of administering the STIF program; create a plan to determine the best location and/or designs for a Town Center transit hub; and provide Program Reserve for up to an additional 10% of total projected agency funding. The Program Reserve is designated to support current STIF plan projects if project expenses exceed total planned expenses or if other funding (match) sources are reduced.

Project using planned carry forward funding:

Do you plan to set aside funding that you receive during this biennium to pay for expenses related to this project in a future biennium?

No

Percent of project budget in district

0%

Project budget share to improve, expand or maintain public transportation service

Improve or Expand Service

50%

Maintain Service

50%

Please explain why all or part of this project is maintaining an existing service.

All administrative costs included in this plan are from current/past STIF expansions that are planned to continued service.

Local Plan this project is derived from:

SMART Transit Master Plan, page 92

Local Plan Page Number

Multi-Phase Project

Is your project part of a larger multi-phase project?

No

4.1.1 Project Scope

Task 1

Task Description

Costs of administering the STIF program, primarily STIF audit expense.

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category
Project Administration 11.79.00

Project Administration Task Category
Task Category Amount
\$10,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$5,000.00	\$5,000.00			\$10,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$10,000.00

By checking this box, I confirm that this project task is only funded by STIF.

Yes

Check this box if you are using STIF funding in this task as a match another source of funding. Please make sure you have indicated that information in your task description above in section 4.1.1.

No

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure

Plans Created

Number of Units:

2

Task 2

Task Description

Create a plan or study to determine the best location and/or designs for a Town Center transit hub.

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Planning 44.20.00

Planning Task Category

Task Category Amount

\$50,000.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you

received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$50,000.00	\$0.00			\$50,000.00
Federal	\$0.00	\$0.00			\$0.00
Other State	\$0.00	\$0.00			\$0.00
Local	\$0.00	\$0.00			\$0.00
Other Funds	\$0.00	\$0.00			\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00			\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00			\$0.00
	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00

By checking this box, I confirm that this project task is only funded by STIF.
No

Check this box if you are using STIF funding in this task as a match another source of funding.
Please make sure you have indicated that information in your task description above in section 4.1.1.
Yes

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure

Plans Created

Number of Units:

1

Task 3

Task Description

Program Reserve for up to an additional 10% of total projected agency funding. The Program Reserve is designated to support all current STIF plan projects if project expenses exceed total planned expenses or if other funding (match) sources are reduced, as a contingency.

Is this task supporting services for older adults and people with disabilities?

No

Is this task supporting a pedestrian or bike project with a physical or functional relationship to public transit?

No

Category

Program Reserve/Contingency 11.73.00

Program Reserve Task Category

Task Category Amount

\$506,542.00

4.1.2 Expenditure Estimates

Enter estimates of all expenditures for activities in this task denoting both fund source and fiscal year of expenditure.

“Federal,” “Other State,” “Local,” and “Other Funds” categories may be used for funding other than STIF funding that is allocated to this task, including when STIF money is being used as matching funds for another funding source.

“Prior Biennia STIF Funds” refers to “old” STIF money. It includes any unspent STIF money that you received during the 2023-2025 biennium (including any unspent program reserves), which you are carrying forward for use during the 2025-2027 biennium. It does not include interest earned on STIF money during the 2023-2025 biennium, which should be listed as “Prior Biennia Interest Accrued,” for use during the 2025-2027 biennium.

Expenditures by Fund Source and Fiscal Year

Fund Type	FY 2026	FY 2027	FY 2028	FY 2029	Total
STIF Population Funds	\$0.00	\$0.00			\$0.00
STIF Payroll Funds	\$0.00	\$506,542.00			\$506,542.00
Federal	\$0.00	\$0.00			\$0.00

Other State	\$0.00	\$0.00		\$0.00
Local	\$0.00	\$0.00		\$0.00
Other Funds	\$0.00	\$0.00		\$0.00
Prior Biennia STIF Funds	\$0.00	\$0.00		\$0.00
Prior Biennia Interest Accrued	\$0.00	\$0.00		\$0.00
	\$0.00	\$506,542.00	\$0.00	\$0.00
			\$0.00	\$506,542.00

By checking this box, I confirm that this project task is only funded by STIF.
Yes

Check this box if you are using STIF funding in this task as a match another source of funding.
Please make sure you have indicated that information in your task description above in section 4.1.1.
No

4.1.3 Outcome Measures

Optional Outcome Measures

Outcome Measure 1

All Project Types

Other Measure
Reserve Funds Created

Number of Units:
1

4.2 Allocation of STIF funds by project

Please identify what percentage of this STIF project budget is allocated to each of the criteria listed below by fiscal year.

Note: More information about requirements for criterion #7 can be found in [OAR 732-042-0015\(3\)\(j\)](#). More information about requirements for criterion #8 can be found in [OAR 732-042-0010\(1\)\(a\)](#).

STIF Criteria

1. Increased frequency of bus service to areas with a high percentage of Low-Income Households.
2. Expansion of bus routes and bus services to serve areas with a high percentage of Low-Income

Households.

- 3. Fund the implementation of programs to reduce fares for public transportation in communities with a high percentage of Low-Income Households.
- 4. Procurement of low or no emission buses for use in areas with 200,000 or more.
- 5. The improvement in the frequency and reliability of service between communities inside and outside of the Qualified Entity’s service area.
- 6. Coordination between public transportation service providers to reduce fragmentation in the provision of transportation services.
- 7. Implementation of programs to provide student transit service for students in grades 9-12.
- 8. Services for older adults and people with disabilities.

FY 2026 STIF Total	FY 2027 STIF Total	FY 2028 STIF Total	FY 2029 STIF Total
\$55,000.00	\$511,542.00	\$0.00	\$0.00

Fund Allocation (Must not exceed 100% per criterion per fiscal year)

Criterion	FY 2026	FY 2027	FY 2028	FY 2029
Criterion 1	0%	0%		
Criterion 2	30%	25%		
Criterion 3	0%	0%		
Criterion 4	0%	0%		
Criterion 5	25%	30%		
Criterion 6	10%	10%		
Criterion 7	10%	10%		
Criterion 8	25%	25%		
	100.00%	100.00%	0.00%	0.00%

4.3 Oregon Public Transportation Plan Goals

- Select the OPTP goals that apply to your STIF Plan Projects.**
- Goal 1 Mobility: Public Transportation User Experience
 - Goal 2: Accessibility and Connectivity
 - Goal 4: Equity
 - Goal 8: Land Use
 - Goal 9: Funding and Strategic Investment

4.4 Project Summary

Project Name

Administration & Planning

Subrecipient Project Total

\$566,542.00

FY 2026 STIF Project

Total

\$55,000.00

FY 2027 STIF Project

Total

\$511,542.00

Funds Supporting Student Transportation

**FY 2026 STIF Funds
supporting student
transportation**

\$5,500.00

**FY 2027 STIF Funds
supporting student
transportation**

\$51,154.20

**FY 2026 percent of STIF
Funds supporting
student transportation**

10%

**FY 2027 percent of
STIF Funds supporting
student transportation**

10%

Funds Supporting Older and Disabled Persons Transportation

**FY 2026 STIF Funds
supporting older and
disabled persons
transportation**

\$13,750.00

**FY 2027 STIF Funds
supporting older and
disabled persons
transportation**

\$127,885.50

**FY 2026 percent of STIF
Funds supporting older
and disabled persons
transportation**

25%

**FY 2027 percent of
STIF Funds
supporting older and
disabled persons
transportation**

25%

Funds from Previous Biennia

**FY 2026 STIF Funds
From Previous Cycle**

\$0.00

**FY 2027 STIF Funds
From Previous Cycle**

\$0.00

5. All Projects Totals

Subrecipient Projects	Planned Carried	Amount in District	Amount out of District
Grand Total	Forward	\$5,689,198.90	\$3,939,770.10
\$9,628,969.00	\$0.00		

Subrecipient Projects Total
\$6,740,969.00

FY 2026 Total Prior Biennia Funds	FY 2027 Total Prior Biennia Funds
\$1,694,000.00	\$1,194,000.00

FY 2026 Total STIF Funds	FY 2027 Total STIF Funds
\$4,421,427.00	\$5,207,542.00

FY 2026 Student STIF Funds	FY 2027 Student STIF Funds
\$70,500.00	\$112,154.20
FY 2026 Percent of STIF Funds supporting student transportation	FY 2027 Percent of STIF Funds supporting student transportation
1.59%	2.15%

FY 2026 Older and Disabled Persons STIF Funds	FY 2027 Older and Disabled Persons STIF Funds
\$919,535.40	\$1,067,085.50
FY 2026 Percent of STIF Funds supporting older and disabled persons transportation	FY 2027 Percent of STIF Funds supporting older and disabled persons transportation
20.80%	20.49%

By signing below, I certify that I am authorized to submit this Subrecipient Project Application to Tri County Metropolitan Transportation District of Oregon on behalf of South Metro Area Regional Transit (City of Wilsonville).

Yes

Name of authorized representative

Kelsey Lewis

Title of authorized representative

Grants and Programs Manager

Signature

Signature Date

11/13/2024

Kelsey Lewis