

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 2001-02)	ORDINANCE NO. 01-930
BUDGET AND APPROPRIATIONS)	
SCHEDULE FOR THE PURPOSE OF)	
RECOGNIZING \$75,000 IN GRANT FUNDS)	Introduced by Mike Burton,
FROM TRI-MET; INCREASING THE)	Executive Officer
PLANNING FUND APPROPRIATIONS BY)	
\$75,000; AUTHORIZING THE ADDITION OF)	
1.20 FTE; AND DECLARING AN EMERGENCY)	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations within the FY 2001-02 Budget; and

WHEREAS, The need for the transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

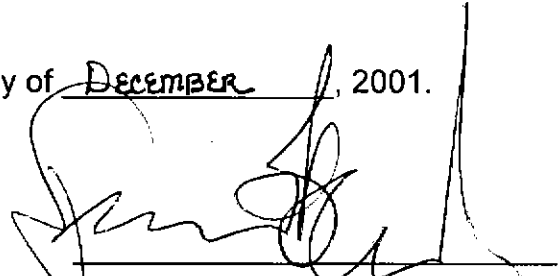
THE METRO COUNCIL ORDAINS AS FOLLOWS:

1. That the FY 2001-02 Budget and Schedule of Appropriations are hereby amended as shown in the column entitled "Revision" of Exhibits A and B to this Ordinance for the purpose of recognizing \$75,000 in grant funds from Tri-Met to augment the Transportation Demand Management program; increasing the Planning Fund Appropriations by \$75,000; and authorizing the addition of 1.20 FTE.

2. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this 6th day of December, 2001.







David Bragdon, Presiding Officer

ATTEST:

Approved as to Form:



Recording Secretary



Daniel B. Cooper, General Counsel

**Exhibit A
Ordinance No.01-930**

ACCT	DESCRIPTION	Current Budget		Revision		Amended Budget		Revision		Amended Budget	
		FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount
Planning Department (Transportation)											
<i>Resources</i>											
TRANSPORTATION											
<i>BEGBAL</i>	<i>Beginning Fund Balance</i>										
	* Prior year ending balance		110,640		0		110,640		0		110,640
	* Prior year adjustment		0		0		0		0		0
<i>GRANTS</i>	<i>Grants</i>										
4100	Federal Grants - Direct		6,809,778		0		6,809,778		0		6,809,778
4105	Federal Grants - Indirect		1,955,857		0		1,955,857		0		1,955,857
4110	State Grants - Direct		968,228		0		968,228		0		968,228
4115	State Grants - Indirect		0		0		0		0		0
4120	Local Grants - Direct		4,586,763		0		4,586,763		75,000		4,661,763
4125	Local Grants - Indirect		0		0		0		0		0
<i>LGSHRE</i>	<i>Local Gov't Share Revenues</i>										
4139	Other Local Govt Shared Rev.		0		0		0		0		0
4140	Local Government Service Fee		0		0		0		0		0
<i>GVCNTB</i>	<i>Gov't Contributions</i>										
4145	Government Contributions		0		0		0		0		0
<i>CHGSVC</i>	<i>Charges for Service</i>										
4180	Contract & Professional Service		73,541		0		73,541		0		73,541
4200	UGB Fees		0		0		0		0		0
4210	Documents and Publications		0		0		0		0		0
4220	Conferences and Workshops		0		0		0		0		0
4230	Product Sales		0		0		0		0		0
4610	Contract Revenue		0		0		0		0		0
4645	Reimbursed Services		0		0		0		0		0
4650	Miscellaneous Charges for Svc		0		0		0		0		0
4670	Charges for Service		0		0		0		0		0
<i>INTRST</i>	<i>Interest Earnings</i>										
4700	Interest on Investments		116,840		0		116,840		0		116,840
<i>DONAT</i>	<i>Contributions from Private Sources</i>										
4750	Donations and Bequests		0		0		0		0		0
<i>MISCRV</i>	<i>Miscellaneous Revenue</i>										
4820	Program Income		502,221		0		502,221		0		502,221
4890	Miscellaneous Revenue		0		0		0		0		0
<i>DBTREV</i>	<i>Bond and Loan Proceeds</i>										
4910	State Bond Bank Proceeds		0		0		0		0		0
4925	Capital Lease Proceeds		0		0		0		0		0

Planning Department (Transportation)

5100	Fringe Benefits	842,839	0	842,839	10,411	853,250					
Total Personal Services		38.43	\$3,233,873	0.00	\$0	38.43	\$3,233,873	1.20	\$39,947	39.63	\$3,273,820

Materials & Services

<i>GOODS Goods</i>						
5201	Office Supplies	173,825	0	173,825	0	173,825
5205	Operating Supplies	13,375	0	13,375	0	13,375
5210	Subscriptions and Dues	5,292	0	5,292	0	5,292
5219	Purchasing Card Expenditures	0	0	0	0	0
<i>SVCS Services</i>						
5240	Contracted Professional Svcs	3,701,150	0	3,701,150	0	3,701,150
5251	Utility Services	0	0	0	0	0
5260	Maintenance & Repair Services	33,400	0	33,400	0	33,400
5265	Rentals	20,000	0	20,000	0	20,000
5280	Other Purchased Services	298,653	0	298,653	0	298,653
<i>IGEXP Intergov't Expenditures</i>						
5300	Payments to Other Agencies	2,078,614	0	2,078,614	0	2,078,614
<i>OTHEXP Other Expenditures</i>						
5440	Program Purchases	4,488,703	0	4,488,703	0	4,488,703
5450	Travel	15,508	0	15,508	0	15,508
5455	Staff Development	770	0	770	0	770
5490	Miscellaneous Expenditures	0	0	0	0	0
Total Materials & Services		\$10,829,290	\$0	\$10,829,290	\$0	\$10,829,290

Debt Service

<i>CAPLSE Capital Lease Payments</i>						
5600	Capital Lease Pmts-Principal	0	0	0	0	0
5605	Capital Lease Pmts-Interest	0	0	0	0	0
<i>LOAN Loan Payments</i>						
5610	Loan Payments-Principal	0	0	0	0	0
5615	Loan Payments-Interest	0	0	0	0	0
Total Debt Service		\$0	\$0	\$0	\$0	\$0

Capital Outlay

<i>CAPNON Capital Outlay (Non-CIP Projects)</i>						
5750	Office Furn & Equip (non-CIP)	106,200	0	106,200	0	106,200
<i>CAPCIP Capital Outlay (CIP Projects)</i>						
5745	Equipment & Vehicles (CIP)	0	0	0	0	0
5755	Office Furniture & Equip (CIP)	0	0	0	0	0
Total Capital Outlay		\$106,200	\$0	\$106,200	\$0	\$106,200

TOTAL REQUIREMENTS		38.43	\$14,169,363	0.00	\$0	38.43	\$14,169,363	1.20	\$39,947	39.63	\$14,209,310
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Interfund Transfers

<i>INTCHG Internal Service Transfers</i>						
5800	Transfer for Indirect Costs					
	* to Building Management Fund	280,380	0	280,380	0	280,380

Planning Department (Transportation)

	* to Support Services Fund	867,296	0	867,296	0	867,296
	* to Risk Mgmt Fund-Liability	6,450	0	6,450	0	6,450
	* to Risk Mgmt Fund-Worker Comp	9,543	0	9,543	0	9,543
5820	Transfer for Direct Costs					
	* to Support Services Fund	0	0	0	0	0
Total Interfund Transfers		\$1,163,669	\$0	\$1,163,669	\$0	\$1,163,669
<i>Contingency and Ending Balance</i>						
CONT	Contingency					
5999	Contingency	183,270	0	183,270	35,053	218,323
UNAPP	Unappropriated Fund Balance					
5990	Unappropriated Fund Balance	0	0	0	0	0
Total Contingency and Ending Balance		\$183,270	\$0	\$183,270	\$35,053	\$218,323
TOTAL REQUIREMENTS		38.43	\$15,516,302	0.00	\$0	38.43
		(\$49,848)	\$0	(\$49,848)	\$0	(\$49,848)

Exhibit B
Ordinance No. 01-930
FY 2001-02 SCHEDULE OF APPROPRIATIONS

	<u>Current</u> <u>Appropriation</u>	<u>Revision</u>	<u>Amended</u> <u>Appropriation</u>
PLANNING FUND			
Operating Expenses (PS & M&S)	\$18,520,441	\$39,947	\$18,560,388
Debt Service	47,453	0	47,453
Capital Outlay	106,200	0	106,200
Interfund Transfers	2,308,337	0	2,308,337
Contingency	403,525	35,053	438,578
Total Fund Requirements	\$21,385,956	\$75,000	\$21,460,956

All Other Appropriations Remain as Previously Adopted

STAFF REPORT

CONSIDERATION OF ORDINANCE 01-930 FOR THE PURPOSE OF AMENDING THE FY 2001-02 BUDGET AND APPROPRIATIONS SCHEDULE RECOGNIZING \$75,000 IN GRANT FUNDS FROM TRI-MET; INCREASING THE PLANNING FUND OPERATING EXPENSES BY \$75,000; AUTHORIZING THE ADDITION OF 1.20 FTE; AND DECLARING AN EMERGENCY

November 6, 2001

Presented by: Andy Cotugno

Description

Tri-Met and Metro have identified a mutual interest in enhancing and improving the Transportation Demand Management (TDM) program in order to more effectively implement regional transportation policy. Tri-Met has offered to enhance Metro's TDM program with a grant that would allow for an additional staff person to provide program support to existing planning staff. Metro would provide management, administrative and other resources necessary to make this possible. To accomplish this, Tri-Met and Metro staff propose to enter into an Intergovernmental Agreement (IGA) that stipulates the terms of the grant. Attachment A, represents the proposed draft IGA.

Existing Law

ORS 294.326(3) provides an exemption to Oregon Budget Law allowing for the expenditure in the year of receipt of grants, gifts and bequests received by a municipal corporation in trust for a specific purpose.

Background

The TDM program at Metro implements regional transportation policy that seeks to reduce reliance on the automobile and promote compact development and alternatives to driving for all trips. The program places an emphasis on all alternative modes of travel, and all trip purposes, reflecting policies in the Regional Transportation Plan. This includes programs and projects that promote walking, bicycling, transit use, ride-sharing and telecommuting. Metro's role is to assist local governments in implementing these programs and projects at the local level, and to coordinate an ongoing discussion at the regional level through the TDM Subcommittee, a standing subset of the Transportation Policy Alternatives Committee.

Metro's TDM program has been eroded during the past few years, due to agency downsizing. The oversight role has been reduced by half, to just 0.25 full time equivalent (FTE) and support staff functions have been completely eliminated from a 0.4 FTE level in 1997. The proposed TDM enhancement would restore and expand the program by adding an Assistant Planner at 1.0 FTE to support the program, and expanding the existing Senior Planner oversight role by 0.2 FTE. These enhancements

are intended to substantially elevate the program within Metro's transportation planning activities.

The Assistant Planner position hired for this work would be responsible for:

- TDM Subcommittee logistics, scheduling and minutes;
- Expanded TDM Subcommittee research and support on technical and financial issues;
- Serving as a lead contact for Tri-Met staff;
- Local transportation planning support for achieving regional goals for reducing reliance on the automobile; and
- Data analysis on performance and effectiveness of alternative mode programs related to 2040, the Metropolitan Transportation Improvement Program (MTIP) and Regional Transportation Plan (RTP).

The expanded Senior Planner role would:

- Allow a greater time commitment of current staff to the TDM Subcommittee and other TDM activities; and
- Fully implement the alternative modes program, as described in the UWP.

The term of the program enhancement is three years. If approved, it is proposed to be retroactive to a beginning date of July 1, 2001. During the first year, the proposed program funds may be used to create the new Assistant Planner position, and supplement the existing Senior Planner position by 0.2 FTE. During subsequent years, it is proposed that Metro will budget funds adequate to fully fund the Senior Planner position, and the Tri-Met funds will be solely used to fund the Assistant Planner position. At the end of the three-year contract, Metro and Tri-Met will negotiate whether to continue the program based on its performance and merits.

Budget Impact

This action requests the recognition of \$75,000 in Local Grants; an increase in appropriation authority of \$75,000; and the authorization for an additional 1.0 FTE Assistant Transportation Planner and an increase of .20 FTE in an existing Senior Transportation Planner. The agreement allows for funding received in one year but not used to be carried forward to assist the program in the following year.

Outstanding Questions

None at this time.

Executive Officer's Recommendation

The Executive Officer recommends adoption of this ordinance.

DRAFT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
AND METRO FOR
TDM PROGRAM FUNDING
02-0811**

This Agreement is entered into between the Tri-County Metropolitan Transportation District of Oregon ("Tri-Met") and Metro ("Metro").

RECITALS

WHEREAS, Tri-Met and Metro have mutual interest in enhancing and improving the Transportation Demand Management (TDM) program in order to more effectively implement regional transportation policy; and

WHEREAS, Metro is prepared to provide management, administrative and other resources necessary to further these efforts; and

WHEREAS, Tri-Met desires to assist Metro's efforts in enhancing and improving the TDM program;

WHEREAS, the parties have authority under ORS Chapter 190 to enter into this cooperative agreement;

AGREEMENTS

In recognition of the foregoing Recitals and consideration of the promises of the parties set forth below, Tri-Met and the Metro agree as follows:

1. Purpose of Agreement

This Agreement is entered into to define the rights and responsibilities of the parties in respect to enhancement and improvement of the TDM program, hereinafter referred to as the "Project."

2. Responsibilities of Metro

- A. Metro shall be completely responsible for the management of the Project. The Project shall be as outlined in the attached and incorporated Exhibit B.
- B. Metro shall allocate funding provided by Tri-Met only to the Project as described in Exhibit B.

3. Responsibilities of Tri-Met

Tri-Met shall cooperate with Metro, and provide on a timely basis such information as requested by Metro necessary to the accomplishment of Metro's functions under this Agreement. Tri-Met shall provide the funding as set forth in Paragraph 4.

4. Funding

Tri-Met shall provide funding to Metro in the amount of \$75,000 for the period of July 1 through June 30 for each year of the Agreement. Funds provided are to pay for salary, benefits and other expenses incurred by Metro for performance of the services set forth in Paragraph 2 above. Metro shall submit four equal quarterly billings for each year of the Agreement to Tri-Met's Finance Department, Accounts Payable, 4012 S.E. 17th Avenue, Portland, Oregon 97202 on the following schedule: September 30, December 30, March 1, June 30. Each billing shall contain a reference to Agreement 02-0811, and shall be copied to Tri-Met's Project Manager. Metro shall be compensated within thirty days after Tri-Met's receipt of an approved invoice.

Funds under this Agreement are provided by grant from the U.S. Department of Transportation, Federal Transit Administration (FTA), and Tri-Met's obligations hereunder are subject to the FTA's authorization of such funds. Should funding not be available from the FTA, Tri-Met may terminate this Agreement without liability.

5. Term

This term of this Agreement shall be from July 1, 2001 to June 30, 2004 unless otherwise terminated by the parties hereunder.

6. Project Management

The individuals identified below are the designated Project Managers for management and coordination of this Agreement, unless another individual is designated by written notice to the other party. Notices and communications provided for under this Agreement shall be addressed to the Project Managers as follows:

Tri-Met

Ken Zatarain
Director, Transportation Planning
Tri-Met
4012 S.E. 17th Avenue
Portland, Oregon 97202
FAX: (503) 962-_____

Metro

FAX: (503) _____

7. Indemnification

In accordance with the provisions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, including the limits of liability for public bodies set forth therein, Metro and Tri-Met mutually agree to defend, hold harmless and indemnify each other for their own negligence, against any liability, settlement, costs, losses or expenses in connection with any third-party claim, suit or action.

8. Independent Contractors

Metro and Tri-Met shall be independent contractors for all purposes. Metro shall have sole control and supervision over the manner in which activities under this Agreement are performed, subject only to consistency with the terms of this Agreement. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

9. Termination

In addition to other termination provisions set forth in this Agreement, the parties agree:

- A. Metro and Tri-Met may terminate this Agreement, in whole or part, at any time by written mutual agreement.
- B. Either Metro or Tri-Met may terminate upon providing 120 days prior written notice to the other party. In the event Metro terminates under this paragraph, Metro shall be liable to Tri-Met for a pro-rata reimbursement of any amounts paid for which services are not provided.

10. Documents

The parties shall keep comprehensive records relating to this Agreement which shall be available for inspection by the other party upon request.

11. No Waiver

Either party's failure to object to a breach of this Agreement shall not constitute a waiver of that party's right to object to any additional breach, or to require specific performance of this Agreement.

12. No Third Party Beneficiary

Metro and Tri-Met are the only parties to this Agreement, and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

13. Adherence to Law

The parties shall adhere to all applicable federal, Metro and local laws, regulations, rules and policies, including those relating to their own employees including Workers Compensation and other employment laws, rules and regulations.

Tri-Met receives federal financial assistance from the U.S. Department of Transportation, Federal Transit Administration (FTA). This Agreement is subject to all FTA third-party contracting requirements as set forth in Exhibit A, which is incorporated into and made part of this Agreement.

14. Workers Compensation

Metro, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers Compensation law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all subject workers.

Metro warrants that all persons engaged in contract work and subject to the Oregon Workers Compensation law are covered by a workers compensation plan or insurance that fully complies with Oregon law. Contractor shall indemnify Tri-Met for any liability incurred by Tri-Met as a result of Contractor's breach of warranty under this paragraph.

15. Law of Oregon

This Agreement shall be governed by Oregon law, and shall be deemed to incorporate by reference all requirements for public contracts as may be required by law.

16. Assignment

Neither Metro nor Tri-Met may assign or delegate its rights or obligations hereunder without the prior express written consent of the other party.

17. Mediation

Should any dispute arise between the parties concerning this Agreement which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties.

18. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be determined by a court to be invalid or unenforceable, the remainder of this Agreement and the application of those terms and provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

19. Integration

This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Agreement may be modified only by a written agreement signed by authorized representatives of the parties.

20. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to make this Agreement.

Metro

Tri-Met

By: _____

By: _____

Title: _____

Title: _____

**EXHIBIT A
FEDERAL REQUIREMENTS**

This Agreement is subject to third-party contracting requirements set forth in the federal financial assistance agreement between Tri-Met and the Federal Transit Administration (FTA) as set forth below ("Contractor" shall mean "Metro"):

1 No Government Obligation To Third Parties

Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, "Program Fraud civil Remedies, " 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Civil Rights

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. Access to Records

- (a) Contractor agrees to provide Tri-Met, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (b) Contractor agrees to maintain complete and thorough records pertaining to this contract, and to maintain all such records including books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Tri-Met, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

5. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Tri-Met requests which would cause Tri-Met to be in violation of the FTA terms and conditions.

6. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the federal financial assistance agreement between Tri-Met and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

END OF EXHIBIT A- FEDERAL REQUIREMENTS

EXHIBIT B

TDM Program Enhancement Scope

Scope: The Metro TDM program implements regional policy to reduce reliance on the automobile and promote compact development and alternatives to driving for all trips. The program emphasizes all alternative modes of travel and all trip purposes, reflecting policies in the Regional Transportation Plan.

Metro's support for the TDM program has eroded in recent years, due to agency downsizing. The oversight role has been reduced by half, to just 0.25 FTE. Support staff functions have been completely eliminated from a 0.4 FTE level in 1997. The TDM enhancement would restore and expand the program by adding an Assistant Planner at 1.0 FTE to support the program, and expanding the existing Senior Planner oversight role by 0.2 FTE. These will substantially elevate the program within Metro's transportation planning activities.

The Assistant Planner position is responsible for:

- TDM Subcommittee logistics, scheduling and minutes;
- TDM Subcommittee research and support on technical and financial issues;
- Serve as a lead contact for Tri-Met support staff involved in the Regional TDM Program;
- Local TSP support on achieving the 2020 non-SOV targets; and
- Data analysis on performance of TDM programs related to 2040, the MTIP and RTP, complementary to work conducted by the Regional TDM Program.

The expanded Senior Planner role would:

- Allow a greater time commitment of current staff to the TDM Subcommittee and other TDM activities
- Fully implement the alternative modes program, as described in the UWP

The term of the program enhancement is three years, beginning July 1, 2001. First year program funds will be used to create the new Assistant Planner position, and supplement the existing Senior Planner position by 0.2 FTE. During years two and three, Tri-Met funds will be used solely to fund the Assistant Planner position. At the end of the three-year contract, Metro and Tri-Met will negotiate whether to continue the program based on its performance and merits.

Metro Responsibilities: Metro shall be solely responsible for recruitment, hiring, housing, training, management and supervision of the individual(s) performing services under this Agreement. Metro shall have the exclusive right to control the manner of performance of such individuals, who shall be deemed to be solely the employees of Metro for all purposes, including but not limited to Metro's obligation to provide Workers Compensation coverages and payment for such claims. Metro will provide for all employee needs not already covered by salary and fringes

described herein, including office equipment and supplies. This position will be a member of Metro's represented employee union, a local unit of AFSCME, and is subject to seniority rules set forth in the union contract.

Metro will add 0.2 FTE to the existing Senior Planner position in FY 02. This additional FTE will augment the existing 0.25 FTE dedicated to the program.