

**Professional Services Agreement for
CUMBERLAND COUNTY PUBLIC HEALTH
TRANSIT PASS PROGRAM**

Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

Effective Date:	March 1, 2026	
Expiration Date:	September 30, 2027	
Buyer:	County of Cumberland (“Buyer”)	
Buyer’s Headquarters:	27 Northport Drive, Portland, ME 04103	
Buyer’s Designee:	Name:	Liz Blackwell-Moore
	Title:	Public Health Director
	Address:	27 Northport Drive, Portland, ME 04103
	Phone:	
	Email:	blackwell-moore@cumberlandcounty.org
Buyer’s Pass Holders: (e.g., employees, students, tenants, lessees, occupants)	MATI Program Participants	
Discounted Fare Percentage:		75% - Buyer is a private or for-profit entity
		66.6% - Buyer is a public or nonprofit entity
	<input checked="" type="checkbox"/>	50% - Buyer is a public or nonprofit entity; Pass Holders are minors
Boardings Payment Caps, not to exceed the amount of:	\$135,900.00	
Dirigo Transit Pass Type:	<input checked="" type="checkbox"/>	Dirigo Smart Card
		Mobile App
		Authorized Buyer ID
Dirigo Smart Card Initial Supply (at no charge):	300 individual passes	
Additional/Replacement Per Diem Card Cost:	First replacement at no cost to Buyer. There will be a \$5.00 fee paid by Buyer for second and subsequent replacements.	

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and entered into as of March 01, 2026 by and between County of Cumberland, (the Buyer”) and Greater Portland Metro Transit District, a Maine public transit district with a principal place of business at 114 Valley Street in Portland, Maine (“METRO”) (collectively, the “Parties”).

RECITALS

WHEREAS, METRO is a participant in a regional fare payment system known as the Dirigo UMO Fare Payment System in partnership with certain Transit Partners, as defined hereinbelow; and

WHEREAS, the Parties have agreed upon terms for METRO to provide free and unlimited access public transit passes to Buyer for distribution to Buyer’s Pass Holders for the purpose of using the public transportation services operated by METRO and its Transit Partners (the “Transit Pass Program”).

NOW, THEREFORE, in consideration of the payments and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

the Parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date and shall expire at the earlier of (i) the termination of this Agreement in accordance with its terms or (ii) the Expiration Date (the "Initial Term"). This Agreement may be renewed for a term of one year by written agreement of the Parties prior to the end of the Initial Term or, as applicable, any Renewal Term (each, a "Renewal Term," and collectively with the Initial Term, the "Term").

2. Scope of Services.

A. **Transit Passes.** METRO agrees to grant all qualified Pass Holders the privilege to ride on the systems of public transportation (including all existing and future public transit routes) operated by METRO and its Transit Partners as part of the regional transit fare payment system known as the Dirigo UMO Fare Payment System (the "Dirigo Transit Routes"), upon the display or electronic validation of a duly issued Dirigo Transit Pass, subject to the conditions of ridership privileges set forth in Section 2.C of this Agreement.

For purposes of this Agreement, "Transit Partners" are the Biddeford-Saco-Old Orchard Beach Transit System, and any other public transit agency that owns and operates a separate system of public transportation now or in the future and has partnered with METRO to participate in the Dirigo Transit Routes.

Notwithstanding anything to the contrary in this Agreement, all decisions regarding the Transit Pass Program, the Dirigo Transit Routes, transit system design and service levels (including without limitation route alignments and transit stop placements) are at the sole discretion of METRO and the Transit Partners.

B. **Transit Program Eligibility.** Pass Holders' eligibility for inclusion in the Transit Pass Program under this Agreement shall be determined by Buyer in its sole discretion.

C. **Conditions of Ridership Privileges.** Pass Holders shall have the privilege of riding the Dirigo Transit Routes during service hours upon the display or electronic validation of a duly issued Dirigo Transit Pass. Pass Holders shall at all times be required to observe all rules and regulations applicable generally to passengers of the Dirigo Transit Routes. METRO or a Transit Partner may revoke a Pass Holder's privilege of ridership at any time, as METRO or the Transit Partner deems necessary or appropriate in its sole discretion. Upon request and to the extent allowed by applicable law, METRO shall provide or shall request its Transit Partners to provide after-the-fact written notice to Buyer for any such revocation of ridership privileges.

3. Payment.

A. **Discounted Fare.** Buyer agrees to pay METRO a Pass Holder per-boarding fare equal to the Discounted Fare Percentage of METRO's or the Transit Partner's full one-way cash fare charged to the general public in effect at the time of boarding ("Discounted Fare"). Refer to Exhibit A for the current METRO and Transit Partner fare pricing structure, which may be adjusted by METRO or its Transit Partners at any time during the Term in their sole discretion. Changes made to Exhibit A by METRO or its Transit Partners will take effect under this agreement in connection with the Buyer's subsequent fiscal year. METRO shall notify Buyer of any changes to Exhibit A at least thirty (30) days before the effective date of such change.

The Discounted Fare shall be charged each time a Pass Holder boards a Dirigo Transit Route vehicle (without regard to the place of boarding, the place of disembarkation, or the distance traveled) until such time that any applicable Boardings Payment Caps are reached; thereafter,

METRO will continue to provide Pass Holders with free and unlimited access to the Dirigo Transit Routes for the remainder of the Boardings Payment Cap Term, subject to the provisions of Section 2.

- B. **Dirigo Transit Passes.** Buyer shall select the Type of Dirigo Transit Passes from those identified in the Definitions section, above. A Buyer ID may be used as a Dirigo Transit Pass only with METRO's prior authorization. If the Dirigo Transit Pass Type is a Dirigo Smart Card, METRO will provide Buyer with the Initial Supply of Dirigo Smart Cards at no charge upon Buyer's request. METRO will supply additional or replacement Dirigo Smart Cards to Buyer upon its request at the Additional/Replacement Per Diem Card Cost.
- C. **Invoices.** METRO shall invoice Buyer monthly in arrears for any additional or replacement Dirigo Smart Cards and actual Pass Holder boardings, up to any applicable Boardings Payment Cap, and Buyer shall pay all undisputed invoices, or portions thereof, within thirty-five (35) days after the date of the invoice. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- D. **Revenue Distribution.** METRO will be responsible for distributing to the Transit Partners any revenue associated with Pass Holder boardings that occur on Transit Partner systems.

4. Termination; Default.

- A. **Default by METRO.** In the event of any material breach of the terms of this Agreement by METRO, Buyer agrees to notify METRO in detail in writing of such breach and to give METRO a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if METRO is diligently pursuing a cure, to cure the breach to Buyer's reasonable satisfaction, before taking any steps to terminate this Agreement. If METRO fails or refuses to cure any breach as aforesaid, Buyer may terminate this Agreement upon seven (7) days' written notice to METRO in writing without further liability to METRO.
- B. **Default by Buyer.** In the event of any failure by Buyer to pay sums due hereunder when they are due, in addition to all other remedies available to it, METRO may notify Buyer in writing of such non-payment and if such non-payment is not cured by payment in full of all sums due within thirty five (35) days, may thereupon terminate this Agreement by giving Buyer written notice of termination, without further liability to Buyer hereunder. In the event of any material breach of the terms of this Agreement by Buyer other than the failure to pay money, METRO agrees to notify Buyer in detail in writing of such breach and to give Buyer a reasonable time, not to exceed sixty (60) days or such reasonable longer period as the circumstances may require if Buyer is diligently pursuing a cure, to cure the default to METRO's reasonable satisfaction, before taking any steps to terminate this Agreement. If Buyer fails or refuses to cure any breach as aforesaid, METRO may terminate this Agreement upon seven (7) days' written notice to Buyer in writing without further liability to Buyer.
- C. **Termination Without Cause.** Either Party may terminate this Agreement without cause, including for its convenience, providing that the terminating Party must provide at least ninety (90) days' written notice prior to the effective date of termination. Buyer shall compensate METRO for ridership services in accordance with Section 3 ("Payment") of this Agreement up to and including the date of termination.

D. **Compensation.** In the event of termination, METRO shall forthwith disable Buyer’s Pass Holder transit passes and ridership privileges. Buyer shall compensate METRO for ridership services in accordance with Section 3 (“Payment”) of this Agreement up to and including the date of termination.

5. **Amendment; Binding Effect.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally or in any manner other than by a written instrument signed by each of the Parties. Each Party represents and warrants to the other that it has the requisite power and authority to enter into and perform this Agreement, that it has been duly authorized thereunto, and that this Agreement is binding and enforceable according to its terms. This Agreement shall insure to the benefit of and be binding on the respective Parties and their respective successors and assigns.

6. **Administration of Agreement.** The Parties agree to work collaboratively in good faith to achieve the purposes of this Agreement and to attempt to informally address any problems or disagreements that arise. Buyer (through its Designee) and METRO (through its Chief Transportation Officer) shall meet annually to review the implementation of this Agreement, to discuss any previously unanticipated issues, to attempt to resolve any problems, and to attempt in good faith to negotiate amendments to this Agreement if needed to ensure that the Agreement will serve the mutual interests of the Parties. Any amendment to this Agreement must comply with Section 5 (“Amendment, Binding Effect”) of this Agreement. The Parties shall each designate a person responsible for day-to-day communication concerning the administration of this Agreement.

7. **Insurance.** During the term of this Agreement, METRO shall maintain insurance, including general liability, motor vehicle liability, and workers’ compensation insurance, in amounts equal to or greater than the coverage limit noted in the table directly below. Upon request by Buyer, METRO shall provide proof of such insurance to Buyer and shall name Buyer an additional insured on its policies.

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product’s and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel

Certificates of Insurance for all of the above insurance shall be filed with:

Cumberland County Government
Liz Blackwell-Moore
27 Northport Drive
Portland, ME 04103

8. **Indemnification.** METRO, its successors and assigns, hereby agrees to indemnify and hold harmless Buyer, its successors and assigns, from any claim, costs, liability and expense to the extent arising from or attributable to any acts or omissions of the servants or employees of METRO in performing its

obligations pursuant to this Agreement. Nothing herein is intended, nor shall it be deemed, to expand or extend either Party's liability, or to waive any immunity, or any defenses or limitations of liability, to which it is entitled under the Maine Tort Claims Act, 14 M.R.S.A. § 8101 *et seq.* and other applicable law, and nothing in this Agreement shall be interpreted or operate in any practical effect to waive any such defenses, immunities, or limitations of liability with respect to claims by third parties. The provisions of this Section 8 ("Indemnification") shall survive the termination or expiration of this Agreement.

9. **Dispute Resolution.** The Parties will make good faith efforts to first resolve informally and internally any legal controversy or claim ("Dispute") under this Agreement by escalating it to higher levels of management. If for any reason the Dispute is not informally resolved within thirty (30) days after delivery of written notice of the Dispute by the aggrieved Party to the other Party, any Party may serve on the other Party a written request for non-binding mediation of the Dispute. The mediation shall be conducted in Portland, Maine by one mediator mutually agreeable to the Parties, shall not exceed one full day or two half days in length, and shall be completed within thirty (30) days from the date of receipt of notice of a request for mediation by the last Party to receive notice. In the event that the Parties are unable to agree on a mediator within ten (10) days, or to resolve the dispute through mediation within thirty (30) days, the Parties reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County, governed by and construed in accordance with the laws of the State of Maine. This dispute resolution mechanism shall be binding upon the successors, assigns, foreclosing mortgagee, and any trustee or receiver of the Parties.

A Party may seek a preliminary injunction or other preliminary judicial relief if in its judgment such action is necessary to avoid irreparable damage. Despite any such action, the Parties will continue to participate in good faith in the procedures set forth in this Section 9 ("Dispute Resolution"). All applicable statutes of limitation will be tolled during the pendency of any Dispute Resolution hereunder, and the Parties agree to take such action, if any, required to effectuate such tolling.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by METRO or Buyer shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

10. **Notice.** Any notice that is required for purposes of this Agreement must be given in writing and is effective when received in person by the individual designated to receive notice, or after being mailed, post paid, by certified mail, to the individual designated to receive notice according to this Section 10 ("Notice"). The individual designated to receive notice for each Party is as follows:

METRO

Executive Director
Greater Portland Transit District
114 Valley Street
Portland, ME 04102
(207) 517-3025
gfenton@gpmetro.org

Buyer: Buyer's Designee, as identified in the Definitions section, above.

11. Governing Law; Other. This Agreement has been delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of Maine without regard to its conflict of laws provisions. In the event that any provision of this Agreement shall be held to be invalid, the other provisions hereof shall remain in full force and effect. This Agreement may be executed electronically and in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Non-Discrimination. At no time shall either Party discriminate against anyone on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information or veteran status. METRO agrees that it shall provide reasonable accommodations to individuals with disabilities in accordance with applicable laws.

13. Confidentiality; Trademarks. The Parties agree to implement and maintain reasonable safeguards to protect the security and confidentiality of Pass Holders' personally identifiable records and information, protect against anticipated threats to the security or integrity of such records and information, and protect against unauthorized access to, or use of, such records and information. METRO shall use such records and information only for the purposes for which the disclosure to METRO was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law or a valid order of the court.

Neither Party shall use the other Party's name, symbols, trademarks, or service marks in external advertising, marketing, or promotional materials without the prior written consent of the other Party; provided that Buyer may use METRO's name in literature and other media distributed to Pass Holders and other public information in promoting the ridership of METRO to Pass Holders. Any use by a Party, without the approval of the other Party, of the name, symbols, trademarks or service marks of such other Party shall cease immediately upon the earlier written notice of such other party or termination of this Agreement.

14. Independence. For the purposes of this Agreement, METRO is an independent contractor of Buyer, not a partner, agent, or joint venture of Buyer and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either Party be bound by any representation, act, or omission whatsoever of the other Party.

15. No Assignment. This Agreement, or any part thereof, may not be assigned, transferred, or subcontracted by either Party without the prior written consent of the other Party.

16. Compliance with Applicable Law. In performing under this Agreement, METRO shall comply with all applicable Federal, State and local laws, regulations, and ordinances. METRO shall secure at its expense all licenses and permits required for performing under this Agreement.

17. Additional Terms and Conditions. The additional terms and conditions set forth in Exhibit B, Federal Transit Administration Required Contract Clauses, Certifications and Assurances if any, are attached hereto and made a part hereof as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this TRANSIT PASS PROGRAM AGREEMENT to be executed by their respective undersigned authorized officer as of _____.

By: COUNTY OF CUMBERLAND

Name: James Gailey

Signature:

Title: County Manager

Date:

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date:

**TRANSIT
PASS PROGRAM AGREEMENT EXHIBIT A**

**Current Board Adopted Fare Pricing Structure
&
Existing Transit Routes**

	LOCAL	EXPRESS	ZOOM
Full One-way Cash Fare	\$2.00	\$4.00	\$5.00
Transit Routes			
Metro Route 1	X		
Metro Route 2	X		
Metro Route 3	X		
Metro Route 4	X		
Metro Route 5	X		
Metro Route 7	X		
Metro Route 8	X		
Metro Route 9	X		
Metro Route 21	X		
Metro Route 24A	X		
Metro Route 24B	X		
Metro BREEZ		X	
Metro Husky Line	X		
BSOOB Route 50 (Orange)	X		
BSOOB Route 51 (Black)	X		
BSOOB Route 52 (White)	X		
BSOOB Route 60 (Green)	X		
BSOOB Zoom (Purple)			X

TRANSIT PASS PROGRAM AGREEMENT
EXHIBIT B Federal Transit Administration
Required Contract Clauses Certifications and
Assurances

Additional Terms

This Agreement is funded in whole or in part with federal financial assistance provided by the Federal Transit Administration (“FTA”) via the MATI grant from the University of Minnesota to Cumberland County. METRO agrees to comply with all applicable federal statutes, regulations, executive orders, FTA circulars, and policies governing third party contracts, including but not limited to those set forth in:

- The current FTA Master Agreement;
- FTA Circular 4220.1F, Third Party Contracting Guidance (or successor circular);
- 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards);
- 2 CFR Part 1201 (U.S. DOT adoption of Uniform Guidance);
- All other applicable U.S. DOT and FTA implementing regulations.

All FTA required contract clauses applicable to this Agreement are incorporated herein by reference and shall be deemed binding upon METRO as if fully set forth in this Agreement. In the event of a conflict between federal requirements and any other provision of this Agreement, the applicable federal requirement shall control.

METRO agrees that it shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the Recipient to be in violation of FTA requirements.

B. Federal Regulations: The following Federal Regulations are applicable to Cumberland County under the FTA, and METRO, shall, to the extent required for the use of funds described herein, comply with the requirements of the foregoing regulations:

B-1. Non-Appropriation:)): Notwithstanding any other provision of this Agreement, the Buyers obligations under this agreement are contingent upon the availability and continued appropriations of funds. If at any time during the Term, sufficient funds are not appropriated or otherwise made available to the buyer for the performance of this agreement, including but not limited to funding from the MATI grant from the University of Minnesota, or if such funds are de-appropriated, revoked, terminated, or rescinded, Buyer may terminate this agreement without penalty effective at the end of the fiscal period for which appropriations were received, without penalty or expense to Buyer, except as to the payments or portions thereof for which funds have been appropriated. The buyer shall provide written notice of such non appropriation as soon as reasonably practicable. Buyer shall be liable only for payment for services properly performed through the effective date of termination. For purposes of this Section, “non-appropriation” or “de-appropriation” means the failure of the governing body of Buyer to appropriate funds for the payment of Buyer’s obligations under this Agreement in accordance with applicable law and procedures.

B-2. No obligations by the federal government: The Federal Government is not a party to the agreement and is not subject to any obligations or liabilities to the County, METRO, or any other party pertaining to any matter resulting from the agreement.

B-3. Certification Regarding Lobbying(2 CFR 200.450): By signing this agreement, METRO, the Authorized Official, certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of METRO, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement in accordance with 2CFR 200.450.

- a. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. METRO shall require that the language of this certification be included in the award documents, if any, for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

B-4. Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180): By signing this Agreement, METRO's Authorized Official certifies, to the best of his/her knowledge and belief, that neither METRO nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

B-5. Audit and Access to Records: METRO agrees to provide the County, FTA Administrator, the Comptroller General of the United States, and any authorized representatives access to any books, documents, papers, and records of METRO that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. METRO shall maintain all records pertaining to this Agreement for a period of not less than three(3) years after final payment and closeout of the federal award, or longer if required due to litigation, audit, or claims. METRO certifies that it will provide the County with notice of any adverse findings that impact this Agreement. METRO certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If METRO is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then METRO will provide notice of the completion of any required audits and will provide access to such audits upon request. METRO will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

B-6. Program Fraud and False or Fraudulent Statements: METRO 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 Agreement. METRO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement. METRO further acknowledges that if it makes

a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose civil penalties and other remedies.

B-7. Clean Air Act and Clean Water Act(Applicable if agreements exceed \$150,000.00) METRO agrees to comply with all applicable standards, orders, or regulations issued pursuant to: the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B-8. Civil Rights Requirements: Metro agrees to comply with all applicable federal civil rights laws and implementing regulations, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964(42 U.S.C. § 2000d)
- b. 49 CFR Part 21
- c. Americans with Disabilities ACT (42 U.S.C. § 12101 et seq.)
- d. 49 CFR Part 27,37, and 38
- e. Section 504 of the Rehabilitation Act (29 U.S.C. § 794)
- f. Age Discrimination Act of 1975

Metro shall not discriminate based on race, color, national origin, sex, disability, or age in the performance of this Agreement.

B-9 Disadvantaged Business Enterprise(DBE)-49 CFR Part 26: Metro shall not discriminate based on race, color, national origin, or sex in the performance of this Agreement. Metro shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete and perform subcontracts. Metro shall include this DBE assurance in every subcontract.

B-10 Energy Conservation: Metro agrees to comply with mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act(42U.S.C. § 6321 et seq.).

B-11 Safe Operation of Motor Vehicles: METRO agrees to comply with Executive Order 13043(Increasing Seat Belt Use) and Executive Order 13513(Reducing Text Messaging While Driving). METRO shall adopt and enforce policies that prohibit texting while driving and require seat belt use in the performance of federally funded work.

B-12. Termination and Remedies: In addition to the termination provisions contained in the Agreement, the County may terminate this Agreement for convenience or for cause in accordance with applicable federal regulations. Remedies available under this Agreement are cumulative and not exclusive, and include any remedies available at law or in equity.

B-13. Conflict of Interest: METRO shall disclose in writing any actual or potential conflict of interest related to this Agreement and shall comply with all applicable federal and state conflict of interest laws.

B-14. Protections for Public Transportation Employees(49 U.S.C.49 U.S.C. § 5333(b): To the extent applicable, METRO agrees that when providing public transportation services funded under this Agreement, the terms and conditions of the U.S. Department of Labor (“DOL”) certification of public transportation employee protective arrangements issued pursuant to 49 U.S.C. § 5333(b) (“Section 13(c)”) shall apply to work performed under this Agreement by employees covered by such certification. METRO agrees to comply with the terms of the applicable DOL certification and the implementing DOL guidelines, “Section 5333(b), Federal Transit Law,” 29 CFR Part 215. METRO further acknowledges that the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., applies to public transportation employees performing work involving commerce, and agrees to comply with all applicable wage and hour requirements.

B-15. Drug and Alcohol Testing (49 U.S.C. § 5331; 49 CFR Part 655): To the extent METRO performs safety sensitive functions as defined in 49 CFR Part 655, METRO agrees to comply with:

- 49 U.S.C. § 5331
- FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655

METRO shall establish and implement a drug and alcohol testing program consistent with FTA requirements and shall maintain records demonstrating compliance.

METRO hereby agrees to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the agreement. METRO acknowledges that they have read and understands said provisions hereto.

By: GREATER PORTLAND TRANSIT DISTRICT (METRO)

Name: Glenn Fenton

Signature:

Title: Executive Director

Date: