

June 11, 2015

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Federal Lands Access Program
Match Amendment with the Federal Highway Administration
for Mt Hood Express Bus Service in the Mt Hood Communities

Purpose/Outcomes	The Social Services Division asks for approval for a grant amendment with the Federal Highway Administration for the Mt Hood Express bus service. This grant amendment would extend funding for bus service between the City of Sandy, Government Camp and Timberline, and the other communities along Hwy-26 for an additional two years and provide increased funding for expanded year round service.
Dollar Amount and Fiscal Impact	This amendment would increase the original grant agreement by \$510,452 to fund FY16 and FY17 operations and to increase year round service to meet demand by adding a sixth run. There would be no fiscal impact to the county. Match funds will be provided by the local business partners in a public-private partnership.
Funding Source	Federal Highway Administration, 2015 Oregon Federal Lands Access Program
Safety Impact	N/A
Duration	January 1, 2014 to February 1, 2018
Previous Board Action	N/A
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	6386

Background

The Social Services Division of the Health, Housing and Human Services Department requests approval for a Federal Lands Access Program Match Agreement Amendment from the Federal Highway Administration to increase the original grant agreement by \$510,542. This increase would fund operations for the Mt Hood Express in FY16 and FY17 and continue an early morning bus run that was added to better meet demand. The total amount of the grant would be increased to \$887,910 by this amendment.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public transit service since 2007. In October, 2013, bus service expanded to go to Government Camp and Timberline to improve access to employment and recreation, reduce vehicle traffic and improve parking. Currently the bus provides six runs daily between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area.

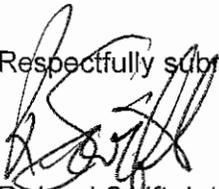
Healthy Families. Strong Communities.

The amendment would have no effect on staffing and the match requirements would be met by the local business partners in a public-private partnership.

Recommendation

We recommend the approval for this amendment and further recommend that Richard Swift be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', written over the text 'Respectfully submitted,'.

Richard Swift, Interim Director

INTERAGENCY AGREEMENT		1. IAA NO. DTFH7014E00019/001			PAGE OF 1 2	
2. ORDER NO.		3. REQUISITION NO. WFL15RA062		4. SOLICITATION NO.		
5. EFFECTIVE DATE		6. AWARD DATE		7. PERIOD OF PERFORMANCE 01/01/2014 TO 02/01/2018		
8. SERVICING AGENCY Clackamas County ALC: DUNS: 096992656 +4: 2051 Kaen Road Oregon City OR 97045 POC Teresa Christopherson TELEPHONE NO. 503 650 5718				9. DELIVER TO Federal Highway Administration Western Federal Lands Highway Div. 610 East Fifth Street Vancouver WA 98661-3801		
10. REQUESTING AGENCY Western Federal Lands Highway Div ALC: 69050001 DUNS: 139768597 +4: Federal Highway Administration Western Federal Lands Highway Divis 610 East Fifth Street Vancouver WA 98661-3801 POC Susan Law TELEPHONE NO. 360-619-7840				11. INVOICE OFFICE Federal Highway Administration Western Federal Lands A/P Branch, AMZ-150 PO Box 268865 Oklahoma City OK 73125		
12. ISSUING OFFICE Federal Highway Administration Western Federal Lands Highway Div. 610 East Fifth Street Vancouver WA 98661-3801				13. LEGISLATIVE AUTHORITY		
				14. PROJECT ID OR DOT 26(1)		
				15. PROJECT TITLE MT. HOOD EXPRESS TRANSIT SERVICE		
16. ACCOUNTING DATA 1517412013016 531.PE.G20E.41 1741000000 25304						
17. ITEM NO.	18. SUPPLIES/SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE
	The purpose of this Amendment No. 001 is to add funds for the additional two years of funding originally programmed for the above referenced project. 1. Cover Page, Block 5. TOTAL AMOUNT: The Agreement is hereby increased by \$510,452 from \$377,458 to amended total of \$887,910.00 by reason of this amendment. 2. Section II, Statement of Work: The attached revised Statement of Work is hereby made a part of this agreement by reason of this amendment. Continued ...					
23. PAYMENT PROVISIONS				24. TOTAL AMOUNT \$510,452.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)				26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)		
25b. NAME AND TITLE		25c. DATE		26b. CONTRACTING OFFICER Marlene M. Marcellay		26c. DATE

3. FHWA will reimburse Clackamas County for all eligible costs incurred under this Agreement. The current estimated cost of the work described in this Agreement is \$887,910. In no case shall the FHWA and the County exceed this amount without a mutually agreed upon amendment of this Agreement.
4. ALL OTHER PROVISIONS OF THE ORIGINAL AGREEMENT REMAIN THE SAME.

00002

RA Amendment - Increase in Funding

510,452.00

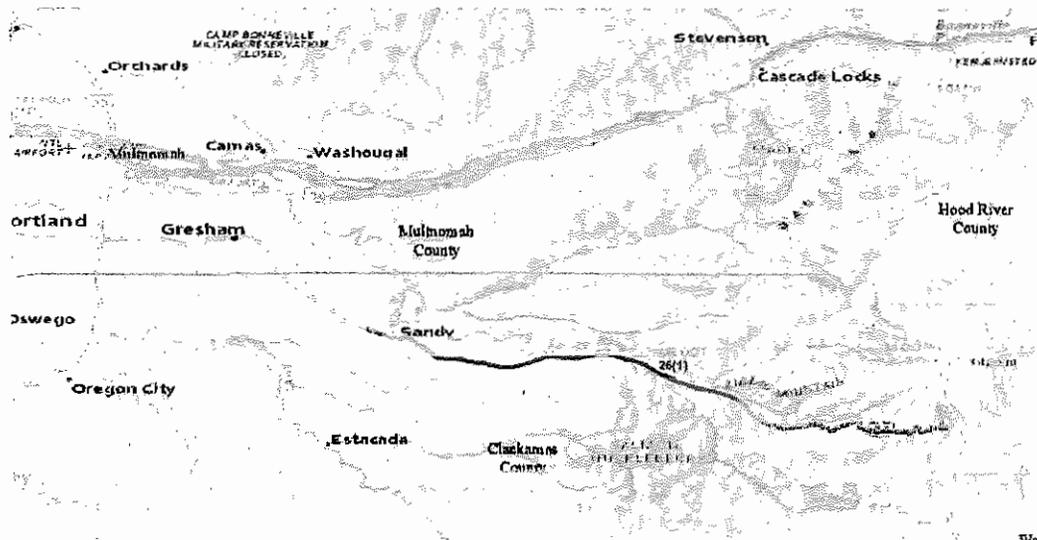
MT. HOOD MOUNTAIN EXPRESS TRANSIT SERVICE EXPANSION – Modification #1

I. INTRODUCTION (project work summary and location)

The project objective is to decrease congestion on US 26/OR 173 to the ski areas and other recreation attractors around Mt. Hood by expanding transit operations on the Mountain Express (now named the Mt Hood Express) operated by Clackamas County and City of Sandy linkage.

The project is located in Clackamas County, OR as shown in Figure 1. The nearest city is Sandy, OR in Clackamas County. Approximate Global Positioning System (GPS) Coordinates for the project are 45.405902 Latitude, -122.294418 Longitude.

Figure 1 Service Route Location



II. STATEMENT OF WORK

The project objective is to decrease congestion on US 26/OR 173 to the ski areas and other recreation attractors around Mt. Hood by expanding transit operations on the Mt Hood Express and City of Sandy linkage. Specifically, the Access Program funded the expansion of the service in the 2013 Call for Projects, from 5 runs/day to 7 runs/day during the winter (Nov - March, 16 Weeks), and from 2 runs/day to 5 6 runs/day for the rest of the year.

Season	Current Service	FLAP Funds	For a total of...
Winter (Nov – Mar, 16 weeks)	5 runs/day	2 runs/day	7 runs/day
Rest of Year (Apr – Oct, 36 weeks)	2 runs day	3 runs/day	5 runs/day 6 runs/day

The Mt Hood Express and the Sandy Area Metro transit services are currently offered seven days per week year around. The Mt Hood Express will operate approximately 16 weeks during the winter ("winter schedule") at seven commuter runs per day seven days per week ending in Government Camp. This schedule would begin in November and end in March. For the remaining 36 weeks of each year, the service would operate on a reduced schedule ("summer schedule") ~~of five commuter runs per day~~ 6 commuter runs per day six days per week ending in Government Camp. This schedule would begin in March and continue until November to provide continuous service all year round.

Environmental Compliance

Federally funded projects must fully comply with all requirements of the National Environmental Policy Act (NEPA). Under CFR title 23 section 771.117 (FHWA Categorical Exclusion regulations), transit expansion projects fall under the category of actions, (c)(16), covered by the FHWA Categorical Exclusion regulations, therefore no further NEPA approvals are required by the FHWA. The attached memo provides the documentation of the FHWA environmental decision of Categorical Exclusion.

A. Summary of Deliverables

Scope:

Transit service will link Portland users to the Timberline and Ski Bowl near Government Camp and to various recreation sites nearby. Expand operations on the Mt Hood Express and City of Sandy linkage to:

- Maintain the "winter schedule" commuter service at seven runs per day, seven days per week, for 16 weeks between November and March. (FLAP funds 2 runs/day)
- Reduce the number of runs during the "summer schedule" commuter service that runs the rest of the year, to ~~five runs per day~~ 6 runs/day, seven days per week for 36 weeks. (FLAP funds 3 ~~runs/day~~ 4 runs/day)

The scope of the transit service provided may vary to meet changing demand, seasonality, or to better address transfers. Minor changes to the proposed service are anticipated, and are acceptable as long as the total cost of the transit service provided for the ~~initial two~~ four years does not exceed \$377,458 **\$887,910**.

Reporting:

The Oregon Programming Decisions Committee for the Federal Lands Access Program ~~is~~ was initially concerned that utilization may not be high enough to warrant continued funding for 2016 and 2017. Therefore, the PDC only approved funding for operations for 2014 and 2015 and made continued operations funding for 2016 and 2017 contingent on meeting or surpassing established benchmarks. In February of 2015, the PDC unanimously approved 2 additional years of service for 2016 and 2017. In addition, Clackamas County requested additional funds in FY15 (\$23,763), FY16 (\$31,548), & FY17 (\$32,940), to provide a sixth run during the summer schedule to better meet demand. The PDC also approved this addition in February 2015.

Service benchmarks such as trip utilization, users/day, runs/day, cost, etc. will be reported quarterly to Western Federal Lands that would, at a minimum, include the following information:

- 1) **Service characteristics:** Monthly service hours, overall riders, service narrative/progress report
- 2) **Ridership:** Riders/day, riders/run, riders/hr
- 3) **Seasonality:** Ridership variances for different seasons, weekend vs weekday ridership
- 4) **Cost effectiveness:** Cost/boarding, cost/mile
- 5) **Origin/Destination:** Where are riders boarding/alighting along route? What are the main trip purposes of riders on the route, i.e. employment, recreation, shopping, etc? O/D information should be obtained from semi-annual on-board surveys.

On an annual basis, a summary of service will be required reporting these service benchmarks. The summary will be reported to the Oregon Programming Decisions Committee with available statewide averages for comparison purposes. Quarterly reports are due one month after the end of the quarter, specifically,

FY2014 (year 1) quarterly reports due:

May 15, 2014

August 15, 2014

November 15, 2014

Feb 15, 2015 (Annual summary also required at this time)

FY2015 (year 2) quarterly reports due:

May 15, 2015

August 15, 2015

November 15, 2015

Feb 15, 2016 (Annual summary also required at this time)

FY2016 (year 3) quarterly reports due:

May 15, 2015

August 15, 2015

November 15, 2015

Feb 15, 2016 (Annual summary also required at this time)

FY2017 (year 4) quarterly reports due:

May 15, 2015

August 15, 2015

November 15, 2015

Feb 15, 2016 (Annual summary also required at this time)

B. Cost Budget

The cost of the work for the initial two four years is **Not to Exceed ~~\$377,458~~ \$887,910** unless an amendment to the Agreement is made in writing and agreed to by both parties. Clackamas County shall submit all invoices on a monthly basis to FHWA for actual and reasonable costs incurred for reimbursement. See Section IV, D. Method of Billing and Proper Submission of Invoices.

This RA funds a portion of the Mt Hood Express transit operations for 2014, ~~and 2015, 2016, & 2017.~~ Funding for FY2016 and 2017 is not guaranteed until the Oregon Federal Lands Access Program Programming Decisions Committee (PDC) approves 2 additional years based on performance measures that are met in the first two years of service. This agreement will be amended before September 30, 2015 for FY2016 and 2017 if the PDC approves funding for two additional years of service (~~\$205,720 for FY16, \$216,481 for FY17~~).

Approximate Yearly Budget

2014 \$181,986

2015 \$195,472+\$23,763= **\$219,235 (New Program Amount)**

2016 \$205,720+\$31,548= **\$237,268 (New Program Amount)**

2017 \$216,481+\$32,940= **\$249,421 (New Program Amount)**
= \$887,910 (New Total Program Amount)

III. TERM OF AGREEMENT – Period of Performance

The terms and conditions of this agreement shall become effective with and upon execution by FHWA Contracting Officer and shall remain in effect for the Period of Performance through Feb 1, 2018, unless modified in writing by mutual agreement or terminated by either party upon thirty (30) days written notice. Full credit shall be allowed for each party's reimbursable costs and all non-cancelable obligations properly incurred up to the effective date of termination.

IV. FINANCIAL ADMINISTRATION

A. Total Agreement Amount: See block #5, cover page, for funds obligated by this agreement.
Funding Citations: See blocks 4a & 4b. of cover page.

B. Reimbursable Payment

The servicing agency will receive payment on a reimbursable basis, upon receipt of invoice of costs incurred and authorized. The servicing agency is limited to recovery of actual costs only, to include back-up data with each request for payment. Back-up data includes all documents needed to support the requested reimbursement, such as record of contract payments, receipts, payrolls, and so on.

C. Prompt Payment

The Government considers payment as being made the day a check is dated or the date of an electronic funds transfer (EFT). All days referred to in this clause are calendar days. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make the payment on the following working day without incurring a late payment penalty. The due date for making payments by the designated payment office is the 30th day after the designated billing office receives a proper invoice from the agency, or the 30th day after Government acceptance of services performed or supplies delivered. The Prompt Payment regulations do not require the Government to pay interest penalties if based on improper submission of invoices and incorrect EFT information provided by the Servicing Agency. The Government will compute any interest penalty in accordance with the Office of Management and Budget prompt payment regulations (5 CFR Part 1315).

D. Method of Billing and Proper Submission of Invoices: (See block 6 of cover page)

The Government shall pay the Servicing Agency, upon the submission of proper invoices, the prices stipulated in the agreed upon cost budget for services rendered or supplies delivered, as stated in Section II, E. Cost Budget. All invoices and final payments should reference the Agreement number, Project reference/title, and the COR's name and be sent to one of the following addresses:

US MAIL

Western Federal Lands A/P Branch, AMZ-150
PO Box 268865
Oklahoma City, OK 73125

FedEx

Western Federal Lands A/P Branch, AMZ-150
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169

Invoices may also be sent in .PDF format by electronic mail to WFLInvoices@faa.gov. The subject line of the message must include Agreement Number, Project reference/title, and invoice number. If the invoice is NOT Prompt Net 30, Terms should also be identified in the subject line, (for example, Prompt Net 14).

The following correct information constitutes a proper invoice and is

required as payment documentation:

- 1) Name of Organization
- 2) Invoice Date
- 3) Agreement Number
- 4) Vendor Invoice Number
- 5) Organization Invoice Amount
- 6) Description and quantity of goods and services rendered
- 7) Performance Period
- 8) Shipping and payment terms
- 9) Other substantiating documentation required by the Agreement

E. Administrative Fee: Unless otherwise explicitly stated in this Agreement, FHWA shall not be liable for any additional administrative fees.

F. Submission of FINAL INVOICE and Closeout of the RA - Include in all non-Federal

If FHWA does not receive a FINAL invoice within 6 months after FHWA first requests a FINAL invoice submission, the Agreement will be closed and any remaining funds de-obligated. This time period may be waived by the Requesting Agency CO if the Servicing Agency provides a reasonable basis for the waiver.

If FHWA does not receive a signed Notice of Agreement Closeout within 2 months of receipt by the Servicing Agency, the Agreement will be closed and any remaining funds de-obligated.

V. KEY OFFICIALS

REQUESTING AGENCY – FHWA/Western Federal lands Highway Division WFLHD

Contact: Susan Law, Contracting Officer's Representative (COR)
Voice: (360) 619-7840
Email: Susan.Law@dot.gov

Financial Contact: Katie Johnson
Voice: (360) 619-7660
Fax: (360) 619-7945
Email: Katie.Johnson@dot.gov

SERVICING AGENCY- Clackamas County

Clackamas County Program Contact	Administrative Contact (same)
Name: Teresa Christopherson, Administrative Services Manager	Name: Teresa Christopherson, Administrative Services Manager
Address: 2051 Kaen Rd	Address:
City, State, Zip: Oregon City, OR 97045	City, State, Zip:
Telephone: 503-650-5718	Telephone:
FAX:	FAX:
Email: teresachr@co.clackamas.or.us	Email:
Financial Contact (same)	
Name: Name: Teresa Christopherson, Administrative Services Manager	
Address:	
City, State, Zip:	
Telephone:	
FAX:	
Email:	

VI. SPECIAL PROVISIONS

All allowable costs are in accordance with OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

VII. MODIFICATIONS

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such authorizations are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

VIII. AGREEMENT COMPLETION

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the requesting agency contact.

IX. TERMINATION

This Agreement may be terminated upon 30 calendar days written notice by either party. If this agreement is terminated by the Servicing Agency, its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination. If this agreement should be terminated by the Requesting Agency, its liability shall extend only to pay for the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination, or final costs agreed upon by both parties. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the Agreement, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice. Otherwise, the Agreement will terminate upon the expiration date III. TERM OF AGREEMENT, unless the period of performance is extended by amendment to the agreement and as agreed by both parties.

X. Agreement Standard Conditions

Financial

- 1. Funding.** In no case will the Servicing Agency make commitments or expenditures beyond 100% of funds obligated under this agreement as modified.
- 2. Additional funds.** The Requesting Agency and the Servicing Agency shall closely monitor funds. The Requesting Agency may increase the total obligation by modifying this agreement.
- 3. Duration of the agreement.** When agreement performance is expected to extend beyond the funding limits of the Requesting Agency's appropriation, the agreement may be extended provided the agencies have executed a modification using new funding.
- 4. Agreement Closeout.** Upon receipt of the final accounting of project costs, the Requesting Agency will close the Servicing Agency account. The remaining balance in the agreement account will be de-obligated by the Requesting Agency Finance Office upon receipt of approved close-out documentation by the Contracting Officer.

Laws

- 5. Compliance with Applicable Laws.** Both parties agree to comply with authorities, laws and regulations cited in this document.
- 6. 508 Compatibility.** Each Electronic & Information Technology (EIT) item/service furnished under this agreement shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as updated in 1998.
- 7. Competition Requirements for Servicing Agency.** All acquisitions awarded by the servicing agency in performance of this agreement shall comply with the Competition in Contracting Act (CICA), public law 98-369. (Applicable to agreements with other Federal agency)

Administration

- 8. Responsibilities.** The Requesting Agency COR and the Servicing Agency designated official shall be responsible for technical oversight of the specified item/service, as set forth in the attached statement of work.
- 9. Alternate Dispute Resolution.** The parties to this agreement shall settle any disputes that may arise under this agreement by following direction in the Treasury Financial Manual, Volume 1, Bulletin 2007-03, Section VII ("Resolving Intragovernmental Disputes and Major Differences").

Other

- 10. Property.** Purchase of equipment required for performance of the work must be authorized by the agreement.
- 11. Travel.** All travel under this agreement shall be in accordance with the Federal Travel Regulations, unless otherwise agreed to by both agencies.
- 12. Notices.** Any communications affecting the operations covered by this agreement given by either party is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the Key Officials listed in Sections IV. and V. of this agreement. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- 13. Authorized Representatives.** Each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument.