

August 18, 2022

Board of Commissioners
Clackamas County

Dear Board of County Commissioners:

Approval of Amendment #1 of Agreement 35094 with the Oregon Department of Transportation to provide pilot transit service along the I-205 corridor. Total value of the contract is \$720,000. Funded through HB2017 Statewide Transportation Improvement Discretionary Funds (STIF).

No County General Funds are required.

Purpose/Outcomes	The purpose of this grant is to fund pilot transit operations between Bridgeport Village and Clackamas Town Center simplifying the riding experience for customers travelling between Washington and Clackamas County. TriMet does not currently provide transit service along the I-205 corridor.
Dollar Amount and Fiscal Impact	The amendment adds another 18 months to the agreement and shifts dollars from operations to capital to account for supply chain issues and increased prices of transit vehicles. The maximum grant award is \$720,000. The grant is funded through an STIF Discretionary grant.
Funding Source	HB2017 State Transportation Improvement Fund (STIF) Discretionary Funds. The grant is for \$900,000 with a match rate of 20% and will be paid with Clackamas County STIF Formula funds and Washington County committed match funds. No county general funds are involved.
Duration	July 1, 2021 to December 31, 2024
Previous Board Action	Original agreement approved on 07/29/21 – A.5; Issues on 8/16/22
Strategic Plan Alignment	1. This aligns with the Social Service Division’s strategic priority to provide services that allow individuals and families to remain in their own homes and communities. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	Original agreement reviewed and approved by KR on 6/28/21; Amendment reviewed and approved by AN 07/25/22.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S #10246

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of an intergovernmental agreement with the Oregon Department of Transportation Rail and Public Transit Division for implementation of transit service that connects Tualatin (Bridgeport Village) and Clackamas Town Center.

This new pilot transit connection is building off a feasibility study done in 2020 that looked at the need for transit along the I-205 corridor. This transit connection would provide a missing link in transit for both Clackamas County and Washington County. Partners for this project include Washington County, the City of Tualatin, the City of West Linn, the City of Oregon City, SMART and Ride Connection. The partners are looking to extend and connect current transportation options that would allow people to move from Bridgeport Village (Tualatin) to Oregon City, West Linn, and Clackamas Town Center and additionally connect to critical services off Borland Rd.

The HB 2017 State Transportation Improvement Fund Discretionary grant is for \$720,000. The match requirement of \$180,000 will be paid by Clackamas County and Washington County. Clackamas County's share will come from STIF Formula Funds that have already been awarded. No County General Funds are involved.

RECOMMENDATION:

Staff recommend recommends the approval of this agreement by the Board of Commissioners.

Respectfully submitted

Denise Swanson

Rodney A. Cook, Director
Health, Housing and Human Services

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35094
Clackamas County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Clackamas County**, hereinafter referred to as **Recipient**, entered into an Agreement on **August 10, 2021**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to reallocate funding between projects and to specifically extend the Agreement period for the Vehicle Expansion Project (P-21-3509-01) only.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **December 30, 2024** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its
Board of County Commissioners

By _____
(Legally designated representative)

Name Tootie Smith
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Valerie Egon

Date 07/15/2022

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Sam Zeigler by email
(printed)

Date 05/21/2021

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC Clackamas County 35094 <i>I205 / Borland Rd / Bridgeport Village Transit Service.</i>				
P-21-3509-01 Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$290,000.00	\$232,000.00	\$58,000.00	Local
P-21-3509-02 Item #1: Route Signing				
	Total	Grant Amount	Local Match	Match Type(s)
	\$6,000.00	\$4,800.00	\$1,200.00	Local
P-21-3509-03 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$15,000.00	\$12,000.00	\$3,000.00	Local
P-21-3509-04 Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$589,000.00	\$471,200.00	\$117,800.00	Local
Sub Total	\$900,000.00	\$720,000.00	\$180,000.00	
Grand Total	\$900,000.00	\$720,000.00	\$180,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

Operations

This Agreement funds the creation of a transit connection between Washington County and Clackamas County, Oregon that serves populations between Tualatin and Clackamas Town Center (coordinating with planned bus-on-shoulder programs along I-5 and I-205 corridors).

STIF discretionary reimbursements for this task shall not exceed \$539,200.

Vehicle Expansion

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

Funding under this Agreement is for the purchase of four Category D transit vehicles as follows:

Two Category Ds

Useful life - 5 years or 150,000 miles; approximate length - less than 30 feet; estimated number of seats - 10; estimated number of ADA securement stations - 2 fuel type - CNG.

And

Two Category Ds

Useful life - 5 years or 150,000 miles; approximate length - less than 30 feet; estimated number of seats - 10; estimated number of ADA securement stations - 2 fuel type - gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service.

STIF discretionary reimbursements for this task shall not exceed \$164,000.

Signs, Shelters, and Amenities

This Agreement provides funding to eight each of bus stop signs, poles, and installation, in a manner to comply with ADA accessibility requirements to support the public transportation needs of the general public. The purpose of the project is to install passenger amenities and improvements such as benches for the comfort and convenience of riders, and procure and install signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelter(s), route sign(s), benches, trash receptacles, reader boards, electronic routing equipment, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity. A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration if this project is matched with federally sourced funding. FTA concurrence must be received by State for all partially federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

STIF discretionary reimbursements for this task shall not exceed \$4,800.

Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

STIF discretionary reimbursements for this task shall not exceed \$12,000.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Operations

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, shall create and maintain current GTFS data describing the funded services. GTFS data should be updated in advance of system changes to allow trip planners to stay current. Recipient, if operating demand response service, is strongly encouraged to create and maintain GTFS-flex data for their service. GTFS creation and maintenance services may be supported by State's GTFS contractor.

Competitive purchases of systems that can count passengers [e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems] shall include an explicit scoring preference for systems that support the GTFS-Ride and GTFS-RealTime data standards and shall include support for GTFS data access to State and interested third parties.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

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

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

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

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

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

Recipient shall engage in a good faith effort to generate program income to help defray program

costs.

Vehicle Expansion

All purchases and installations must be completed prior to the expiration date of this Agreement.

Estimated order date: August 2, 2021

Estimated delivery date: December 30, 2024.

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, requests for proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

State will retain title to the vehicles as primary security interest holder for as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) requirements for each vehicle and meets FTA transit asset management requirements in 49 Part CFR 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the plan upon request.

Signs, Shelters, and Amenities

Recipient will submit a description and list for sign and/or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.

By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

Expected project start date: December 2, 2021

Expected project completion date: June 30, 2023.

Administration

Recipient shall perform administrative activities to support service sustainability as follows: ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Operations

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may

use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

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

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

Vehicle Expansion

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include state funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

Signs, Shelters, and Amenities

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, Special Transportation Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration if the activity is

part of a coordinated public transportation program.

5. REPORTING AND INVOICING REQUIREMENTS

Operations

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.
Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report in the APR the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a

capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Vehicle Expansion

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Signs, Shelters, and Amenities

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary pre-approval and amendment by State.

Administration

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity

receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

COVER SHEET

- New Agreement/Contract
- Amendment/Change/Extension to _____
- Other _____

Originating County Department: _____

Other party to contract/agreement: _____

Description:

After recording please return to: _____

- County Admin
- Procurement

If applicable, complete the following: _____

Board Agenda Date/Item Number: _____