

June 15, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #1 extending the duration of an Intergovernmental Revenue Agreement with the Oregon Department of Transportation for the purchase of Transit Vehicles. Amendment value is 3 years, agreement value is now \$205,000 for 5 years. Funding is through the Federal Transit Administration. No County General Funds are involved.

Previous Board Action/Review	7/22/21 – Original Agreement Briefed at issues 6/13/2023		
Performance Clackamas	1. Build a strong infrastructure by providing transportation alternatives. 2. Ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
Counsel Review	Yes – AN 3/24/21	Procurement Review	Yes
Contact Person	Brenda Durbin	Contact Phone	503-655-8641

EXECUTIVE SUMMARY:

The Social Services Division of the Health, Housing, and Human Services Department requests approval of an agreement with the Oregon Department of Transportation, Rail, and Public Transit Division for Federal Transit Administration 5311 funds to purchase one replacement vehicle. One bus will allow the Mt Hood Express to continue to provide accessible public transportation in the Mt Hood area and provide essential transportation services county-wide.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along Highway 26, including stops in Welches, Rhododendron, Government Camp, and Timberline Lodge. The service connects to Sandy’s bus service to provide regional public transit access to employees, local residents, and persons who desire to access recreational opportunities year-round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities, and others who need extra stops and route deviations bus service to access work, medical appointments, and other needs. The Mt Hood Express cannot function without safe, reliable vehicles.

For Filing Use Only

The agreement for \$205,000 was approved by County Counsel on 3/24/21. No match is required. No County General Funds are involved.

Amendment #1 extends the agreement for 36 months, from June 30, 2023, to June 30, 2026, and adds no new revenue.

The Mt Hood Express Service will deliver approximately 71,000 rides with this funding.

RECOMMENDATION:

Staff recommends approval of Amendment #1 to continue Last Mile Shuttle Operations through June 30, 2024, and requests Tootie Smith, Board Chair, or her designee, sign on behalf of Clackamas County

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney A. Cook".

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

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 34739
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 **May 13, 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 revise Exhibit A and extend the Agreement period specifically for the Vehicle Expansion Project (p-19-3383-03) only.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **March 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 **March 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, 2026** (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

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By  _____
Recipient's Legal Counsel

Date 05/24/2023

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.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Valerie Egon

Date 05/03/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Marvin Fjordbeck by email
(printed)

Date 03/13/2017

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

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: CARES 5311 (NB) Clackamas County 34739				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
P-19-3383-01 Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$106,000.00	\$106,000.00	\$0.00	
P-19-3383-02 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$5,000.00	\$5,000.00	\$0.00	
P-19-3383-03 Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$94,000.00	\$94,000.00	\$0.00	
Sub Total	\$205,000.00	\$205,000.00	\$0.00	
Grand Total	\$205,000.00	\$205,000.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. The services provided under this Agreement are as follows:

Operations

This project provides funding for operational support to add additional service hours for deviated fixed route services (Villages Shuttle) between Sandy, Oregon and Rhododendron, Oregon. The need for additional operations funds is due to revenue loss and increased costs of operating services due to COVID-19.

Project award value: \$106,000.

Preventive Maintenance

This project provides funding for preventive maintenance on vehicles supporting fixed route and deviated fixed route operated by Recipient. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for fixed route and deviated fixed route services operated by Recipient between Sandy, Oregon and Timberline Lodge on Mount Hood, Oregon.

Project award value: \$5,000.

Vehicle Purchase

This project provides funding to add one additional public transportation vehicle to Recipient's

fleet to accommodate increased public demand for transit. Recipient will purchase 1 vehicle as follows: useful life - 5 years or 150,000 miles; approximate length - greater than 22 feet; estimated number of seats - 16; estimated number of ADA securement stations - 2; fuel type - gasoline.

Project award value: \$94,000

Order date: March 2, 2022

Original delivery date from PO: March 2, 2023

Updated delivery date: March 2, 2025 (estimate)

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.

FTA may elect to waive specific Section 5311 requirements. Expenses covered by such a waiver may be eligible for reimbursement under this grant agreement if otherwise consistent with grant intent and focus.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

Recipient, if operating fixed route or deviated fixed route service, is responsible for maintaining accurate public GTFS data for the funded service.

Preventive Maintenance Expenses

In general, preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of an asset in a cost effective manner such as oil changes, engine tune-ups, scheduled or routine maintenance; and associated parts, supplies, and labor. In the context of the COVID-19 public health emergency, preventive maintenance could include, but is not limited to, costs for protective measures to protect the health and safety of employees and passengers, such as cleaning of rolling stock. Personal protective equipment and other preventive measures are eligible as either a maintenance or operating expense, whichever is appropriate.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance or repairs on vehicles or components under warranty.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan. If local circumstances change, Recipient's maintenance plan must be updated to reflect that change and submitted to State within one year of the change.

Capital Expenses

Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.

Associated services, permits, and permissions needed to put capital items into service; costs

incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. 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.

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service. Fare revenue includes all revenue generated by passenger or freight travel in or through Oregon, less contract ticket and freight agent commissions.

Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency (FEMA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date.

Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

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

Reimbursement under this Agreement may be denied if Recipient does not maintain compliance with the most up-to-date Oregon Health Authority Guidelines for transit operations. See <https://www.oregon.gov/odot/RPTD/Pages/Coronavirus.aspx> "What are the guidelines for transit agencies operating during the COVID-19 pandemic".