

March 12, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with Tri-County
Metropolitan District of Oregon for Special Transportation Formula
Funds for Mt Hood Express Bus Service, Dedicated Dialysis Rides
Program and Match Funds for Title XIX (Medicaid) non-medical
Waivered Transportation

Purpose/Outcomes	Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) to fund Mt Hood Express fixed route service to the Mt Hood area, rides for dialysis patients living outside the TriMet service district and provide local match dollars for the County's Title XIX (Medicaid) waived non-medical transportation program.
Dollar Amount and Fiscal Impact	The maximum agreement is \$90,711. No match funds are required and there would be no fiscal impact on the County.
Funding Source	State of Oregon, Public Transit Division, Special Transportation Funds (STF) Formula Base
Duration	July 1, 2019 to June 30, 2021
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	Reviewed and Approved by Counsel on 2/11/20.
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	8553

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an intergovernmental agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) to receive Special Transportation Formula Funds passed through from the State of Oregon. This agreement will provide funding for Mt Hood Express operations, the Clackamas Transportation Consortium's Title XIX waived non-medical transportation program and rides to dialysis clients who live outside of the TriMet service district.

Clackamas County Social Services has received Special Transportation Funds (STF) to operate the Mt Hood Express transit for several years. ODOT has made STF formula base funds available through TriMet, the regional STF funds distributor. This Agreement amount is consistent with previous year levels with a modest 2% increase.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public bus service since 2007. The Villages Shuttle provides transportation service between the City of Sandy and the Villages of Mt Hood. This shuttle provides accessible transportation for local residents to reach the business and social services available in the City of Sandy and beyond.

For many years Clackamas County Social Services (CCSS) has received funding from TriMet general funds for to provide required match per one-way ride so that Consortium members receive the full \$14.00 per one-way ride for rides provided. This agreement now provides those funds through the State of Oregon Special Transportation Funds process. The Federal match rate is adjusted annually. The current rate is 30.38%. The balance is funded by Title XIX (Medicaid) Waivered Services funds. All rides must first be authorized by the client's Medicaid case manager in order for Consortium members to receive payment for the service. The goal of the Consortium in providing transportation services is to assist older and disabled county residents in meeting their individual needs. These services assist them in living independently in their own homes for as long as possible.

This agreement also funds rides for seniors who need transportation to dialysis and other life sustaining medical treatment who reside outside of the TriMet service district. This service for medically fragile residents is provided through the Transportation Reaching People program and is generally the only transportation option in rural areas.

Total amount of the agreement is \$90,711. No County General Funds are involved. This agreement was reviewed and approved by County Counsel on 2/11/20.

Recommendation

We recommend approval for this agreement and further recommend that Richard Swift, H3S Director, be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT GP200839GS
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION FUNDS
ODOT GRANT AGREEMENT NO. 33503**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet)
2. Clackamas County (Subrecipient)

RECITALS:

1. Pursuant to ORS Chapter 391, TriMet is designated to distribute to "providers of transportation," as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Funds (STF) for the purposes set forth at ORS 391.830(4). Subrecipient is a "provider of transportation" in Clackamas County, Oregon. ODOT, through its Public Transit Division, awarded TriMet Fiscal Year 2020-2021 Biennium STF Formula Funds (Funds) under Agreement No. 33503. Funds to Subrecipient has been approved by ODOT Grant Agreement No. 33503. Notwithstanding any term of provision of Grant Agreement No. 33503, the maximum amount of Funds to be disbursed to Subrecipient shall not exceed \$90,711.
2. Pursuant to OAR 732-005-0061, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved Funds to Subrecipient for Subrecipient's accomplishment of the Project(s), specified in Exhibit C, attached hereto. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:

1. General

Subrecipient agrees to comply with and use the Funds in accordance with the terms of this Agreement No. GP200839GS, including the attached Exhibit A, B, C, and D (Agreement). Subrecipient further agrees to comply with the terms and conditions of ORS 391.800 through 391.830 and the provisions of Oregon Administrative Rules (OAR) Chapter 732, as may be amended, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in the attached Exhibits A, B, C, and D, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form, Exhibit A, Exhibit B, Exhibit C, and Exhibit D. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the Funds, and shall be amended to incorporate those changes, if any.

Subrecipient agrees to comply with all subrecipient monitoring policies, procedures and other

requirements to ensure compliance with applicable federal and State of Oregon statutes and rules, including, but not limited to, ORS 391.800 through 391.830, the provisions of OAR Chapter 732, and Title VI of the Civil Rights Act of 1964.

Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract Subrecipient may execute. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 391.800 through 391.830, OAR Chapter 732, as may be amended, and the terms of this Agreement. Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Subrecipient: Paragraphs 2 through 4, and 6(B).

2. Audit Requirements/Financial Management Procedures

Funds disbursed by this Agreement shall be specifically addressed in Subrecipient's annual audits, and the terms of Exhibit A shall apply. TriMet may request additional information including, but not limited to, audits of specific projects or services related to this Agreement or the Project(s). Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732 in addition to the requirements set forth in Exhibit A.

Subrecipient shall comply with applicable federal, state and local laws as well as generally accepted accounting principles (GAAP) for accounting, billing and reporting requirements with Funds. **Subrecipient shall document the expense of all Funds disbursed under this Agreement.**

3. Reporting Requirements

In order to be reimbursed, Subrecipient shall submit quarterly progress reports electronically to TriMet's Project Manager, using the report form in Exhibit D, no later than 30 days after the close of each quarterly reporting period. Quarterly progress reports must be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit C. Reporting periods follow calendar quarters Q1 (July through September), Q2 (October through December), Q3 (January through March), and Q4 (April through June).

TriMet and ODOT reserve the right to request additional information as may be necessary to comply with state reporting requirements. Copies of the reports shall be sent to TriMet's Project Manager, Vanessa Vissar, or her designee.

4. Withholding of Funds

In addition to any other provisions of this Agreement, including but not limited to Exhibits A and C, TriMet may withhold payment of Funds if:

4.1. The Funds are not being used in accordance with ORS 391.800 through 391.830, the relevant OARs or this Agreement;

4.2. All required reports have not been submitted; or

4.3. If there are any unresolved audit findings relating to the STF.

Subrecipient shall assure that Funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STF funding requirements hereunder by Subrecipient. Upon breach of conditions that require TriMet to return Funds to ODOT, to the extent allowed by law, Subrecipient shall hold harmless and indemnify TriMet for an amount equal to the Funds required to be repaid, plus any additional costs incurred by TriMet.

5. Discrimination Prohibited/Compliance with Laws

Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.

Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 and Federal Transit Administration (FTA) regulations at 49 CFR Parts 37 and 38, and all provisions of this Agreement.

6. Indemnification

The Parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act.

In addition to any other remedies available to TriMet provided by law or this Agreement, any Subrecipient receiving Funds pursuant to this Agreement shall assume sole liability for that

Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

7. Vehicle/ Operator Requirements

Subrecipient shall ensure that all drivers of equipment purchased with Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers.

8. Funding

- A. Upon execution of this Agreement and to the extent TriMet has received funds from ODOT, TriMet shall disburse Funds to Subrecipient as outlined in Exhibits A and C. The total amount disbursed by TriMet under this Agreement shall not exceed the sum of \$90,711.
- B. TriMet will make quarterly installment payments to Subrecipient within 30 days after TriMet has received Funds from ODOT. TriMet shall determine the amount of each quarterly payment based on the amount of Funds stated in Exhibit C divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by TriMet.
- C. All Funds must be used for expenses incurred no later than June 30, 2021 and not before July 01, 2019.
- D. Subrecipient shall provide documentation (i.e., General Ledger reports) to TriMet's Project Manager (Vanessa Vissar at vissarv@trimet.org) within 30 days after the end of each TriMet Fiscal Year that show cumulative total expenses incurred in the biennial period. Such documentation shall show that all Funds paid to Subrecipient were used solely for the Project(s) identified under Exhibit C.

If disbursements exceed actual expenditures as documented above, the amount must be returned to TriMet to be used at TriMet's discretion for projects approved by the Special Transportation Fund Advisory Committee.

- E. Prompt Payment - Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from TriMet. Subrecipient shall not hold retainage from

subcontractors.

9. Term

This Agreement shall be in effect from July 1, 2019 through June 30, 2021, unless the Agreement is terminated earlier as provided herein.

10. Communications

All communications between the Parties regarding this Agreement shall be directed to the Parties' respective Project Managers as indicated below:

TriMet:

Tom Mills
TriMet
1800 SW 1st Ave., Suite 300
Portland, Oregon 97201
(503) 962-4912
vissarv@trimet.org

Subrecipient:

Teresa Christopherson
Clackamas County; Social Services Division
2051 Kaen Rd, PO Box 2950
Oregon City, Oregon 97045
(503) 650-5718
teresachr@clackmas.or.us

If one Party finds a need to designate a new Project Manager, it shall immediately notify the other Party in writing, electronic mail, or other dated documentation.

11. Assignment/Subcontracts

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other Party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

12. Mediation

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

13. Entire Agreement/Authority

This Agreement and the attached Exhibits A, B, C, and D constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by authorized representatives of both Parties. If made, such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. The failure of Subrecipient or TriMet to enforce any provision of this Agreement shall not constitute a waiver by the Party of that, or any other provision.

14. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

15. Authority

The individuals signing below represent and warrant that they have authority to bind the Party for which they sign. The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

16. Counterparts

This Agreement and the exhibits hereto may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and which together are deemed one binding agreement, notwithstanding that the Parties are not signatories to the same counterpart.

Subrecipient: Clackamas County

Name: _____

Title: _____

Date: _____

Address: _____

Phone/FAX: _____

Federal Employer ID Number: _____

Signature: _____

Tri-County Metropolitan Transportation District of Oregon (TriMet):

Name: _____

Title: _____

Date: _____

Signature: _____

Tri-County Metropolitan Transportation District of Oregon (TriMet):

Name: _____

Title: Chief Financial Officer

Date: _____

Signature: _____

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to Purchase a total of two buses: One Category E Transit Bus from Creative Bus Sales and One Category D Bus from Creative Bus Sales
For Use by Transportation Reaching People and the Mt Hood Express Service**

Purpose/Outcomes	Approval to purchase a total of two (2) buses: one (1) new bus for the Transportation Reaching People program to maintain transit services in Clackamas County for the elderly and disabled populations and one (1) new bus for the Mt Hood Express bus service to maintain transit to Government Camp and other locations in the Mt. Hood area.
Dollar Amount and Fiscal Impact	Total purchase cost is \$158,116 and is funded through ODOT Contracts with a required local match.
Funding Source	Category E: Federal Transit Administration 5310 Transportation grant and State of Oregon Special Transportation Funds Category D: Federal Transit Administration 5311 Rural Transit Formula Funds
Duration	One-time capital purchase
Previous Board Action	February 13, 2020 approval of 6 buses under the State Transportation Improvement Funds (“STIF”) project.
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	N/A
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641

The Social Services Division of the Department of Health, Housing and Human Services requests approval to purchase two new buses; one for the Transportation Reaching People program and one for the Mt Hood Express Service through Creative Bus sales. These vehicles will allow the Transportation Reaching People program to continue to provide rides to the elderly and disabled populations in Clackamas County and allows the Mt Hood Express program to continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities.

TRP is part of the Clackamas County Transportation Consortium which currently includes 25 agencies consisting of elderly and disabled (E&D) transportation providers, advocates and five transit agencies. This vehicle will be used for the paid driver program. These

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transportation services are offered to seniors and persons with disabilities that have limited or no access to public transportation.

Clackamas County Social Services (“CCSS”) has operated the Mt Hood Express public bus service since 2007. The Villages Shuttle provides transportation service between the City of Sandy and the Villages of Mt Hood. This shuttle provides accessible transportation for local residents to reach the business and social services available in the City of Sandy and beyond. The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor 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.

Procurement Process:

Approval of the purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase will be made against the State of Oregon Price Agreement # 9465 with Creative Bus Sales, Inc.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve this purchase and that Richard Swift be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Richard Swift, Director
Health, Housing and Human Services

Placed on the BCC Agenda _____ by Procurement and Contract Services

Chair Approval

Date