

June 15, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 for time and budget changes with Washington County and South Metro Area Regional Transit (SMART) for I-205 / Borland Rd / Bridgeport Village pilot transit service. Amendment value is 6 months, agreement value is now is \$720,000 for 1.67 years. Funding through Statewide Transportation Improvement Funds. No County General Funds are involved.

Previous Board Action/Review	Issues on 4/18/2023		
Performance Clackamas	1. Build a strong infrastructure by providing transportation alternatives. 2. Ensure safe, healthy and secure communities by addressing needs of older adults in the community.		
Counsel Review	Yes – AN 05/103/23	Procurement Review	Yes
Contact Person	Brenda Durbin	Contact Phone	503-655-8641

EXECUTIVE SUMMARY:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval of an amendment to the original contract with Washington County and SMART for pilot transit service along I-205..

This new pilot transit connection is building off of a feasibility study done in 2020 that explored 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 in Tualatin to Oregon City, West Linn, Clackamas Town Center and additionally connect to critical services off of Borland Rd.

Clackamas County, in partnership with Washington County and SMART removed match obligation for Clackamas County by using Washington County ARPA funds, increased the budget for vehicles and extended the contract effective April 1, 2022 to December 30, 2024.

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The Last Mile Shuttle Service will deliver approximately 19,948 rides with this funding.

RECOMMENDATION:

Staff recommends approval of this agreement and requests Tootie Smith, Board Chair, or her designee, sign on behalf of Clackamas County

Respectfully submitted,

Rodney A. Cook

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

**AMENDMENT #1
TO THE INTERGOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY AND
WASHINGTON COUNTY AND SOUTH METRO AREA TRANSIT**

This Amendment #1 is entered into between **Washington County** (“Agency”) and **South Metro Area Transit** (“Agency”) and Clackamas County (“County”) and shall become part of the intergovernmental agreement entered into between both parties on **04/21/2022** (“Agreement”). *the City of Wilsonville, by and through*

The Purpose of this Amendment #1 is to make the following changes to the Contract:

- 1. Section 1, **Term** is hereby amended as follows:

The Agreement expiration date is hereby changed from June 30, 2023, to **December 30, 2024** for the vehicle expansion project only.

- 2. Exhibit A, is hereby replaced in its entirety with the amended Exhibit A, attached hereto and incorporated by this reference herein.
- 3. Exhibit B, is hereby replaced in its entirety with the amended Exhibit B, attached hereto and incorporated by this reference herein.

Except as expressly amended above, all other terms and conditions of the Agreement shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

South Metro Area Transit

Jemma Loha

~~Bryan Cosgrove, City Manager~~
Assistant City Manager
3/30/2023

Date

Washington County

DocuSigned by:
Rachael Fuller

CB22E5F04332492...
Chair, Board of Commissioners Assistant County Administrator
5/9/2023 | 10:10 PDT

Date

Clackamas County

Chair, Board of Commissioners

Date

Amended Exhibit A

SCOPE OF WORK FOR SOUTH METRO AREA REGIONAL TRANSIT and WASHINGTON COUNTY

I. Background

House Bill (“HB”) 2017 created a new funding source for transit operations and capital expenditures. The funding source is to be used primarily for new or expanded service, and is focused on providing service for the transit dependent, students, and low income populations.

For FY2021-23, a total of \$900,000 in STIF Intercommunity Discretionary funds was awarded to Clackamas County to fund the Bridgeport-Stafford shuttle, extending the Tualatin Shuttle system to I-205 via Borland Road. A 20% match rate is required. Washington County, via third party service provider Ride Connection, will provide the extension of the current Tualatin Shuttle. Ride Connection, who is a private, non-profit organization dedicated to coordinating and providing transportation services to people with limited options in Clackamas, Multnomah, and Washington counties, will operate a service, hereafter referred to the Tualatin Shuttle Green Line, expanding transportation options for populations between Tualatin and Clackamas Town Center. South Metro Area Regional Transit (SMART) will operate the I-205 express service connecting to the Tualatin Shuttle Green Line to Clackamas Town Center. The operation of the two service lines is hereinafter referred to as the “Project.”

This new pilot transit connection is building off a feasibility study completed in 2020 that evaluated the need for transit along the I-205 corridor. In FY 22-23, SMART plans to pilot a commuter shuttle service between Wilsonville and Clackamas Town Center. SMART’s express service will be enabled by and coordinated with ODOT implementing its bus-on-shoulder program along I-5 and I-205. Washington County, through its partner Ride Connection, will pilot shuttle service connecting the Bridgeport Park & Ride in Tualatin and a shared stop with SMART at the I-205/Stafford Rd interchange. This will provide a vital connection between southeast Washington County and western Clackamas County, allowing passengers to travel from Bridgeport Village in Tualatin and the Tualatin Westside Express Service (WES) station to Oregon City, West Linn, and Clackamas Town Center and additionally connect to critical services off of Borland Road.

The proposed express service, operated by SMART, will provide Monday-Friday service, operating on 30-minute headways during peak hours to align with the Tualatin Shuttle service. Headways will be 60 minutes during weekday off-peak hours.

The Tualatin Green Line shuttle will begin at Tualatin Park & Ride, where connections are available to TriMet, SMART, and Cascades POINT services (Amtrak). The Tualatin Green Line will continue south on Lower Boones Ferry to downtown Tualatin and the WES station, and then travel along Borland Road to the shared I-205/Stafford transfer point. The Tualatin Green Line will be designed to serve commuters and also provide local connections to Bridgeport Village, Tualatin Meridian Park Hospital, Bridgeport Elementary School, Athey Creek Middle School, social services along Borland Road, and other destinations in Stafford. The Tualatin Green Line will provide Monday-Friday service, operating on 30-minute headways during peak hours to align with the existing Tualatin Shuttle service and peak service on the new SMART express route. Headways (time between runs) will be 60 minutes during weekday off-peak hours.

II. Scope of Work: Monetary Consideration

To establish the Tualatin Green Line and I-205 Express service, the Parties have agreed to provide the following monetary consideration:

The total project cost estimate to establish and operate the Tualatin Green Line and I-205 Express services are \$446,000. The I-205 express service will account for \$201,000 of the total cost. The Tualatin Green Line shuttle will account for \$245,000 of the total cost. The 20% match obligation (\$90,000) will come from Washington County. Quarterly ODOT Reimbursement billings will treat the project as a whole, with match requirements to be divided as follows:

1. Washington County: Washington County shall contribute up to \$90,000 from the State of Oregon (ARPA) funds distributed to Washington County on behalf of the project for both Clackamas and Washington County. This match will be used as overall project match and will reduce the amount of reimbursement for total project costs submitted by Washington County to \$155,000 or a reimbursement rate of 63%.
2. SMART: SMART shall provide \$0 in match and all costs will be fully reimbursable.

Other costs associated with this Agreement are as follows:

1. Washington County: Washington County's total costs under this Agreement will not exceed \$245,000, which amount includes the purchase of one new vehicle. The cost of the vehicle shall not exceed a total cost of \$115,000. The additional funds are described in Washington County's budget, attached hereto as Exhibit B.

Washington County will submit all required documentation to Clackamas County on a quarterly basis for reimbursement. The costs submitted by Washington County will contribute to the total project cost for that particular quarter. Reimbursement to Washington County will be the net of the total billed by Washington County minus the obligated project match. Clackamas County will only reimburse Washington County for eligible costs identified in Exhibit B

2. Clackamas County: Clackamas County will not have any direct costs associated with this project.
3. SMART: SMART's total costs under this Agreement will not exceed \$201,000, which amount includes the purchase of one new vehicle. The cost of the vehicle shall not exceed a total cost of \$175,000. Additional costs are described in SMART's budget, attached hereto as Exhibit B.

SMART will submit all required documentation to Clackamas County on a quarterly basis for reimbursement. The costs submitted by SMART will be contributed to the total project costs for that particular quarter. Reimbursement to SMART will be made at 100% of their eligible project costs. Clackamas County will only reimburse SMART for eligible costs identified in Exhibit B. SMART will not have any match obligations under this Agreement.

III. Scope of Work: Operation of Services

To establish the Tualatin Green Line, the Parties have agreed to provide the following transit services:

1. SMART: SMART will commence operation of their express service upon ODOT approval of bus-on-shoulder operations along I-205.
2. Washington County: Washington County, through Ride Connection, will implement the Tualatin Green Line shuttle in a phased-in approach. Phase 1 of the shuttle will run from Tualatin Park & Ride to Rolling Hills Community Church on Borland Road via Meridian Park Hospital in a loop. Phase 2 will extend the previously implemented Green Line shuttle out to Stafford Road upon implementation of the SMART I-205 Express service, currently anticipated in FY2023.

IV. Scope of Work: SMART deliverables

SMART shall perform the following:

1. Work with ODOT to complete initial planning work for bus on shoulder along I-205;
2. Implement I-205 Express service utilizing approved bus on shoulder along I-205;
3. Identify appropriate stop locations at Stafford, West Linn, Oregon City, and Clackamas Town Center working with Washington and Clackamas County;
4. Purchase and receive delivery of one new vehicle to operate the I-205 Express service, based on vehicle availability;
5. Purchase and install up to 5 new bus stop signs; and
6. In coordination with Washington County, place a sign in an agreed upon location for the stop off of Stafford Rd.

V. Scope of Work: Washington County deliverables

Washington County shall perform the following:

1. Enact Phase 1 of the Tualatin Green Line service from Tualatin Park & Ride to Rolling Hills Community Church via Tualatin WES Station, including new stops along the route;
1. Enact Phase 2 of Green Line service, extending from Rolling Hills Community Church to Resurrection Catholic Parish in Stafford, including new stops along the route, upon implementation of the SMART I-205 express service anticipated by FY2023;
2. Operate the Tualatin Green Line service to run in conjunction with SMART's I-205 express service to ensure good connections for riders;
3. Purchase and receive delivery of one new vehicle to operate the service; and
4. Purchase up to 8 new bus stop signs working with Clackamas County to identify and install stop locations. Work in conjunction with SMART to place a sign in an agreed upon location for the stop off of Stafford Rd.

VI. MILESTONES: SMART

SMART shall provide the deliverables described in Section IV, above by the following deadlines:

1. Implement I-205 Express Service in FY23 contingent upon I-205 Bus on Shoulder access.

2. Establish four (4) shared stops with other Transit providers (Clackamas Town Center, Oregon City, West Linn, and Stafford Rd).
3. Accept delivery of one shuttle vehicle in FY23, based on vehicle availability.

VII. MILESTONES WASHINGTON COUNTY

Washington County shall provide the deliverables described in Section V, above by the following deadlines:

1. Implement phase 1 of the Tualatin Green Line Shuttle by end of FY22, contingent on shuttle and driver availability.
2. Implement phase 2 of the Tualatin Green Line Shuttle by FY23, contingent upon SMART implementing I-205 Express Service.
3. Establish one (1) shared stops with other Transit providers (Stafford Rd).
4. Accept delivery of one shuttle vehicle, based on vehicle availability.

VIII. SPECIAL REQUIREMENTS

Vehicle/ Operator Requirements

SMART and Washington County shall ensure that all drivers of equipment purchased with STIF Discretionary 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). SMART and Washington County shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

SMART and Washington County shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by SMART and WASHINGTON COUNTY's own policy or as provided for in a contract with a vendor or contractor.

SMART and Washington County will include the terms of vehicle / operator requirements in any contract with a vendor or subcontractor that is compensated with STIF Discretionary Funds.

Progress Reporting Requirements

SMART and Washington County shall prepare a quarterly report for Clackamas County which details Project progress, outcomes achieved, and expenditures of STIF Discretionary Fund moneys by itself and any subcontractors. The quarterly report must be submitted no later than 30 business days following the end of a quarter.

The quarterly reporting periods for each STIF Plan year are:

- January through March
- April through June
- July through September
- October through December

Clackamas County reserves the right to request additional information as may be necessary to comply with state reporting requirements.

Funding

Upon execution of this Agreement, Clackamas County shall disburse STIF Discretionary Funds to SMART and Washington County on a quarterly reimbursement basis as described in the Scope of Work.

SMART and Washington County shall document eligible use of STIF Discretionary Funds through the reports submitted to Clackamas County in accordance with this Agreement and the Exhibits.

Amended Exhibit B

SMART			
	Total	Match Obligation	Grant Amount
Capital Purchase	\$ 175,000.00	\$ -	\$ 175,000.00
Project Admin	\$ 9,000.00	\$ -	\$ 9,000.00
Route Signing	\$ 2,000.00	\$ -	\$ 2,000.00
Operations	\$ 15,000.00	\$ -	\$ 15,000.00
	\$ 201,000.00	\$ -	\$ 201,000.00
Clackamas County	\$ -	\$ -	\$ -

WA County			
	Total	Match Obligation	Grant Amount
Capital Purchase	\$ 115,000.00	\$ 42,244.90	\$ 72,755.10
Project Admin	\$ 6,000.00	\$ 2,204.08	\$ 3,795.92
Route Signing	\$ 4,000.00	\$ 1,469.39	\$ 2,530.61
Operations	\$ 120,000.00	\$ 44,081.63	\$ 75,918.37
	\$ 245,000.00	\$ 90,000.00	\$ 155,000.00
Washington County	\$ -	\$ 90,000.00	\$ -

Total Project Costs			
Capital Purchase	\$ 290,000.00	\$ 42,244.90	\$ 247,755.10
Project Admin	\$ 15,000.00	\$ 2,204.08	\$ 12,795.92
Route Signing	\$ 6,000.00	\$ 1,469.39	\$ 4,530.61
Operations	\$ 135,000.00	\$ 44,081.63	\$ 90,918.37
	\$ 446,000.00	\$ 90,000.00	\$ 356,000.00
Washington County	\$ -	\$ 90,000.00	\$ -
Clackamas County	\$ -	\$ -	\$ -

	30-Jun-23	30-Dec-24	
EXAMPLE			
Project Expenditures	\$ 145,000.00	\$ 301,000.00	\$ 446,000.00
Washington County	\$ 130,000.00	\$ 115,000.00	\$ 245,000.00
SMART	\$ 15,000.00	\$ 186,000.00	\$ 201,000.00
Clackamas County	\$ -	\$ -	\$ -
Project Match Obligation	\$ 29,000.00	\$ 60,200.00	\$ 89,200.00
Reimbursement	\$ 116,000.00	\$ 240,800.00	\$ 356,800.00
Washington County	\$ 101,000.00	\$ 54,800.00	\$ 155,800.00
Clackamas County	\$ -	\$ -	\$ -
Clackamas County Match	\$ -	\$ -	\$ -
SMART	\$ 15,000.00	\$ 186,000.00	\$ -