

March 20, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of an Amendment to a Personal Services Contract with MTR Western for the operation of the Last Mile Shuttle program. Amendment Value is \$1,462,408.87 for 15 months. Total Contract Value is \$4,537,346.69 for 5 years. Funding is through Statewide Transportation Improvement Funds. No County General Funds are involved.

Previous Board Action/Review	Original Agreement June 3, 2021, Agenda Item 20210603 A.2 Amendment #01 April 20, 2023, Agenda Item 20230420 III.E.11 Amendment #02 May 2, 2024, Agenda Item 20240502 I.E.1		
Performance Clackamas	1. This funding aligns with the strategic priority of building a strong infrastructure by providing transportation alternatives. 2. This funding aligns with the strategic priority to ensure safe, healthy, and secure communities by addressing the needs of older adults in the community.		
Counsel Review	Yes: Amanda Keller	Procurement Review	Yes
Contact Person	Tracy Garell	Contact Phone	971 610-8183

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing, and Human Services Department requests approval of amendment #03 to the original expenditure contract with MTR Western, LLC, to provide operation services for the Last Mile Shuttle program in Clackamas County.

Amendment #03 extends services MTR Western, LLC provides through June 30, 2026. Amendment value is \$1,462,408.87 for a new total agreement value of \$4,537,346.69. Funding is provided by the Statewide Transportation Improvement Funds (STIF). No County General Funds are involved. The Last Mile Shuttle Service will deliver approximately 22,000 rides with this funding.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment #03 (10185) and authorize Chair Roberts to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
 Director of Health, Housing and Human Services

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AMENDMENT #3
TO THE CONTRACT DOCUMENTS WITH MTR WESTERN FOR LAST MILES SHUTTLE
OPERATIONS SERVICES
Contract #4078/ H3S Contract #10185

This Amendment #3 is entered into between **MTR Western, LLC**. ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on **June 3, 2021** ("Contract").

The Purpose of this Amendment #3 is to make the following changes to the Contract

1. **ARTICLE I. Section 1. Effective Date and Duration** is hereby changed as follows:

By execution of this Amendment #3, County hereby exercises its third optional renewal of the Contract. The Amendment is effective upon signature. The Contract termination date is hereby changed from June 30, 2025 to **June 30, 2026**.

2. **Exhibit A, Vehicle Maintenance, Paragraph 2**, is hereby replaced with the following:

The Contractor will bill \$75.00 flat fee for transporting the vehicles to their maintenance facility in Portland. The Contractor will perform all required maintenance at a labor hour rate of \$100 per hour and a 20% parts markup. The Contractor will provide the County with a detailed invoice of the maintenance activities performed. Repairs in excess of \$1,500 in value require prior written permission from the County. The Contractor will provide a monthly vehicle maintenance log for all services on each vehicle to the County.

3. **ARTICLE I, Section 3. Consideration** is hereby amended as follows:

- a. In consideration for performing Work during the amended term of the Contract, County agrees to pay Contractor an additional amount not to exceed \$1,462,408.87. Payments will be in accordance with the terms and conditions of the Contract. A Cost Estimate Breakdown for this increase is hereby attached as **Exhibit B**, including agreed upon wage scale updates. The maximum compensation authorized under this Contract is \$4,537,346.69.

ORIGINAL CONTRACT	\$942,504.00
AMENDMENT #1	\$1,013,864.14
AMENDMENT #2	\$1,118,569.68
AMENDMENT #3	\$1,462,408.87

TOTAL AMENDED CONTRACT **\$4,537,346.69**

- b. The following language is hereby added:

If, for any reason, the Operations Manager or Dispatcher positions designated in the Contract are open or not permanently filled with a qualified individual for more than 90 days, a charge equal to the position's monthly salary and benefits as denoted in the Contract may be immediately assessed by County, and collected through a reduction in payment owed the Contractor in the next invoice cycle. Such fee may continue to be collected for each subsequent month in which the open position is left vacant. If Contractor fails to provide all scheduled service hours for any given month, the invoice to the County shall be reduced by the

number of service hours missed and noted in the billable hours report. If the number of vehicles is reduced, the monthly invoice to the county shall include a \$1,109.00 credit per month per bus reduced. Revenue hour rates shall stay the same.

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

MTR Western, LLC

 2/18/25

Authorized Signature

Date

Jeremy Butzlaff

Printed Name

Clackamas County

Chair

Date

Approved as to Form:

Amanda
Keller

Digitally signed by
Amanda Keller
Date: 2025.02.18
17:29:54 -08'00'

County Counsel

Date

CLACKAMAS COUNTY LAST MILE SHUTTLES COST ESTIMATE
 Calculations for MTR Contract Amendment #3

Revenue Hour Rate: The hourly rate reflects all fixed and variable costs involved in providing service.

Service Description	Year 1 (7/1/21 to 6/30/22)	Year 2 (7/1/22 to 3/31/23)	Year 2 (4/1/2022 to 6/30/23)	Year 3 (7/1/23 to 6/30/24)	Year 4 (7/1/24 to 6/30/25)	Year 5 (Through 6/30/26)
Oregon City Shuttle	Year 1: 2600	\$56.01				
	Year 2: 2600 (7/23 - 3/23)	\$56.01				
	Year 2: 540 (3/23 to 6/23)		\$73.27			
	Year 3: 3423 (7/23 - 6/24)			\$73.27		
	Year 4: 3423 (7/24 - 6/25)				\$73.27	\$78.03
Year 5: 4279 (Through 6/26)					\$78.03	
Clackamas Industrial Shuttle	Year 1: 2600	\$56.01				
	Year 2: 2600 (7/23 - 3/23)	\$56.01				
	Year 2: 664 (3/23 to 6/23)		\$73.27			
	Year 3: 4142 (7/23 - 6/24)			\$73.27		
	Year 4: 4142 (7/24 - 6/25)				\$73.27	
Year 5: 5177 (Through 6/26)					\$78.03	
CCC Xpress Shuttle	Year 2: 560 (3/23 to 6/23)		\$73.27			
	Year 3: 3553 (7/23 - 6/24)			\$73.27		
	Year 4: 3553 (7/24 - 6/25)				\$73.27	
	Year 5: 4441 (Through 6/26)					\$78.03
	Year 3: 1065 (7/23 - 6/24)			\$73.27		
Year 4: 3466 (7/24 - 6/25)				\$73.27		
Year 5: 4332 (through 6/26)					\$78.03	
Total Operation Contract Cost (revenue hour rate * estimated hours of service)						
Revenue Hour Costs	\$291,252.00	\$291,252.00	\$129,248.28	\$814,615.86	\$1,068,569.68	\$1,422,408.87
Maintenance Reimbursement	\$80,000.00	\$80,000.00	\$10,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Future Expansion	\$100,000.00	\$100,000.00	\$0.00	\$20,000.00	\$10,000.00	\$0.00
Total Operations Contract	\$471,252.00	\$471,252.00	\$139,248.28	\$874,615.86	\$1,118,569.68	\$1,462,408.87
			Total cost of Amendment 3:			\$1,462,408.87
			Total Contract Amount:			\$4,537,346.69

****In the event maintenance expenses exceed the allotted budgetary estimate, the parties will negotiate in good faith to address the maintenance issues through a contract amendment or other mutually agreeable solution. Provided, however, that any increase in the Contract amount is subject to availability of funds, as determined by the County in its sole discretion.*