

4/18/2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of Amendment #1, increasing funding and extending the duration of a Personal Services Contract with MTR Western, LLC. for the operation of the Last Mile Shuttle Services. Amendment value is \$1,013,864.14 for 1 year. Contract value increased to \$1,956,368.14 for 3 years. Funding is through Statewide Transportation Improvement Funds. No County General Funds are involved.

| | | | |
|-------------------------------------|---|---------------------------|--------------|
| Previous Board Action/Review | Issues on 4/18/2023 Original Agreement executed on /3/2021-060321-A2 | | |
| 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 04/03/23 | 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 MTR Western, LLC, to provide operation services for the Last Mile Shuttle program in Clackamas County.

TriMet’s HB 2017 Transit Advisor Committee approved \$3 million annually in STIF funding for the Regional Coordination Program (RCP) for the last mile shuttles within the TriMet District and/or services that help reduce fragmentation between TriMet and communities outside TriMet’s service district. Clackamas County received approval to implement Last Mile Shuttle Operations in Oregon City, the Clackamas Industrial Area, and the CCC Xpress as part of the RCP projects.

In partnership with the MTR Western, LLC, Clackamas County has negotiated new rates and other terms effective April 1, 2023, to June 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 Amendment #1 in order 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,



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

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH MTR WESTERN FOR LAST MILES SHUTTLE
OPERATIONS SERVICES
Contract #4078/ H3S Contract #10185**

This Amendment #1 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 #1 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 #1, the parties are agreeing to exercise an optional one-year renewal. The Contract termination date is hereby changed from June 30, 2023 to **June 30, 2024**.

2. ARTICLE I, Section 2. Scope of Work, Exhibit A, is hereby amended as follows:

The total revenue hours of the County’ Oregon City Last Mile shuttle is increased to 13.5 revenue hours per weekday.

The total revenue hours of the County’s Clackamas Industrial shuttle is increased to 14 revenue hours per weekday and 6.5 revenue hours per weekend day.

The County will add an additional route, the CCC Xpress shuttle, which is a deviated fixed route service for a total of 14 revenue hours per weekday. Contractor will assist County in development of a final schedule and route map. Contractor will further assist County in continual route development updating and marketing efforts.

3. ARTICLE I, Section 3. **Consideration** is hereby amended as follows:
In consideration for performing Work during the amended term of the Contract, County agrees to pay Contractor an additional amount not to exceed \$1,013,864.14. 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 \$1,956,368.14.

| | |
|-------------------------------|------------------------------|
| ORIGINAL CONTRACT | \$942,504.00 |
| <u>AMENDMENT #1</u> | <u>\$1,013,864.14</u> |
| TOTAL AMENDED CONTRACT | \$1,956,368.14 |

If, for any reason, the Station 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, or as otherwise agreed to at County’s discretion. Such fee may continue to be collected for each subsequent month in which the open position is left vacant.

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 #1, effective upon the date of the last signature below.

MTR Western, LLC

Clackamas County

Amanda Emery 3/31/23
Authorized Signature Date

Chair Date

Amanda Emery VP of Sales
Name / Title (Printed)

Recording Secretary Date

Approved as to Form:

Andrew Naylor Digitally signed by Andrew Naylor
Date: 2023.04.03 13:11:34 -07'00'

County Counsel Date

CLACKAMAS COUNTY LAST MILE SHUTTLES COST ESTIMATE
 Calculations for MTR Contract Amendment #1

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

Service Description

| Service Description | Year 1 (7/1/21 to 6/30/22) | Year 2 to 3/31/23 | Year 2 (4/1/2022 to 6/30/23) | Year 3 (7/1/23 to 6/30/24) |
|--|----------------------------------|----------------------|---------------------------------|-------------------------------|
| 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 |
| Clackamas Industrial Shuttle | Year 3: 3423 (7/23 - 6/24) | | | \$73.27 |
| | Year 1: 2600 | \$56.01 | | |
| | Year 2: 2600 (7/23 - 3/23) | | \$56.01 | |
| CCC Xpress Shuttle | Year 2: 664 (3/23 to 6/23) | | | \$73.27 |
| | Year 3: 4142 (7/23 - 6/24) | | | \$73.27 |
| | Year 1: | | | |
| Year 2: | | | | |
| Year 2: 560 (3/23 to 6/23) | | | \$73.27 | |
| Year 3: 3553 (7/23 - 6/24) | | | | \$73.27 |
| 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 |
| Maintenance Reimbursement | \$80,000.00 | \$80,000.00 | \$10,000.00 | \$40,000.00 |
| Future Expansion | \$100,000.00 | \$100,000.00 | \$0.00 | \$20,000.00 |
| Total Operations Contract | \$471,252.00 | \$471,252.00 | \$139,248.28 | \$874,615.86 |
| | | | Total cost of Amendment 1: | \$1,013,864.14 |
| | | | Total Contract Amount: | \$1,956,368.14 |

***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.*