

May 2, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #2, updating the language, extending the duration and increasing funding of a personal services contract with MTR Western, LLC. for the operation of the Last Mile Shuttle Services. Amendment value is \$1,118,569.68 for 1 year. Contract value increased to \$3,074,937.82 for 3 years. Funding is through Statewide Transportation Improvement Funds. No County General Funds are involved.

Previous Board Action/Review	Original contract approved by BCC: 06/03/2021 Amendment # 1: BCC: 04/20/2023 Amendment # 2: BCC Briefed at Issues 04/30/2024		
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 04/08/24	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. As part of the RCP projects, Clackamas County received approval to implement Last Mile Shuttle Operations in Oregon City, the Clackamas Industrial Area, the CCC Xpress, and the Estacada Shuttle.

Clackamas County, in partnership with the MTR Western, LLC, has negotiated an extension of services through June 20, 2025. The Last Mile Shuttle Service will deliver approximately 22,000 rides with this funding.

RECOMMENDATION:

The staff respectfully requests that the Board of County Commissioners approve this Amendment and authorize Chair Smith to sign on behalf of Clackamas County.

For Filing Use Only

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook,
 Director of Health, Housing and Human Service

AMENDMENT #2
TO THE CONTRACT DOCUMENTS WITH MTR WESTERN FOR LAST MILES SHUTTLE
OPERATIONS SERVICES
Contract #4078/ H3S Contract #10185

This Amendment #2 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 #2 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 #2, County hereby exercises its second optional renewal of the Contract. The Contract termination date is hereby changed from June 30, 2024 to **June 30, 2025**.

2. ARTICLE I. Section 2. **Scope of Work, Exhibit A, Vehicle Maintenance, paragraph 2**, is hereby replaced with the following:

The Contractor will bill \$40.00 flat fee for transportation the vehicles to their maintenance facility in Portland. The Contractor will perform all requirement 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 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:

In consideration for performing Work during the amended term of the Contract, County agrees to pay Contractor an additional amount not to exceed \$1,118,569.68. 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 \$3,074,937.82.

ORIGINAL CONTRACT	\$942,504.00
AMENDMENT #1	\$1,013,864.14
<u>AMENDMENT #2</u>	<u>\$1,118,569.68</u>
TOTAL AMENDED CONTRACT	\$3,074,937.82


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.

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

MTR Western, LLC.

Clackamas County

 4/4/2024
Authorized Signature Date


Chair

Amanda Emery
Printed Name

Recording Secretary

Approved as to Form

**Andrew
Naylor**

 Digitally signed by
Andrew Naylor
Date: 2024.04.08
16:21:29 -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.

		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)
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 (7/25 - 6/25)					\$73.27
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
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
Estacada Shuttle	Year 3: 1065 (7/23 - 6/24)				\$73.27	
	Year 4: 3466 (7/24 - 6/25)					\$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	\$1,068,569.68
Maintenace Reimbursement	\$80,000.00	\$80,000.00	\$10,000.00	\$40,000.00	\$40,000.00
Future Expansion	\$100,000.00	\$100,000.00	\$0.00	\$20,000.00	\$10,000.00
Total Operations Contract	\$471,252.00	\$471,252.00	\$139,248.28	\$874,615.86	\$1,118,569.68

Total cost of Amendment 2: \$1,118,569.68

Total Contract Amount: \$3,074,937.82