

3/19/2024

BCC Agenda Date/Item: _____

Board of County Commissioners
 Clackamas County

Approval of Amendment #1 updating language and adjusting match requirement of a revenue Intergovernmental Agreement with the Oregon Department of Transportation for Capital Funding for Mt Hood Express Services. Agreement value remains \$366,592 for 4 years. Funding is through the Federal Transit Administration, Statewide Transportation Improvement Funds, and private match. No County General Funds are involved.

Previous Board Action/Review	Approval to apply 1/19/23 – III E.2		
Performance Clackamas	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	No	Procurement Review	No
Contact Person	Teresa Christopherson	Contact Phone	503-650-5718

EXECUTIVE SUMMARY:

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with the Oregon Department of Transportation Rail and Public Transit Division to fund preventative maintenance and operations for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to medical and social services to elderly and disabled residents. Clackamas County Social Services has received 5310 and 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

Total amount of the agreement is \$366,592 with \$37,023 in match required. The Amendment updates the required match and reduces the required projects to the purchase of a bus and installation of updated technology.

The award period is July 1, 2023 to June 30, 2025. Match is provided by the Statewide Transportation Improvement Funds (STIF) and private match. No County General Funds are involved.

The Mt Hood Express Service will deliver approximately 70,000 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 Department

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35410
Clackamas County

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Clackamas County**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 18, 2023**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to, decrease the grant amount, revise Exhibit A, and revise Exhibit B.

Page 1, Agreement, Paragraph 3, which reads:

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$366,592.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$329,569.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.

Shall be deleted in its entirety and replaced with the following:

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$366,592.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$328,943.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Exhibit B shall be deleted in its entirety and replaced with the attached Revised Exhibit B. All references to "Exhibit B" shall hereinafter be referred to as "Revised Exhibit B."

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By  _____
Recipient's Legal Counsel

Date 03/06/2024

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Jennifer White
555 13th Street NE
Salem, OR 97301-4179
1 (971) 446-0225
jennifer.white@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jennifer White

Date 02/26/2024

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Sam Zeigler by email
(printed)

Date 02/01/2023

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: 5311 Clackamas County 35410 <i>Expansion Cat B Vehicle Diesel</i>				
P-23-1914-01 Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$266,592.00	\$239,213.00	\$27,379.00	State
Sub Total	\$266,592.00	\$239,213.00	\$27,379.00	
Project Title: 5311 Clackamas County 35410 <i>Signs and Shelters and Equipment</i>				
P-23-3735-02 Item #1: ADP Software				
	Total	Grant Amount	Local Match	Match Type(s)
	\$100,000.00	\$89,730.00	\$10,270.00	State
Sub Total	\$100,000.00	\$89,730.00	\$10,270.00	
Grand Total	\$366,592.00	\$328,943.00	\$37,649.00	

1. PROJECT DESCRIPTION

I. EXPANSION VEHICLE

Purchase: One transit vehicle as follows: useful life - 10 years or 350,000 miles; approximate length 30 feet; estimated number of seats 25-35; estimated number of ADA securement stations 2; fuel type - diesel.

Purchase includes all equipment and supplies necessary to put the vehicle into service.

II. SHELTERS AND SIGNS

This Agreement provides funding for Recipient to implement updates to infrastructure for Mt. Hood Express and Village Shuttle services, including:

- *Approximately 2 bus passenger shelters*
- *Approximately 25 bus stop signs and bus stop poles*

Eligible expenses are: associated services, permits, permissions, and equipment needed to install passenger shelters, route signs, reader boards, electronic routing equipment, and related infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity. A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration for all federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

III. EQUIPMENT

This agreement provides funding for Recipient to implement technology upgrades to dispatch software, real time vehicle arrival information, on board technology, websites, and related technology improvements. Includes extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, hardware, software, and supplies required to put the equipment into service.

2. PROJECT DELIVERABLES, SCHEDULE AND USE

I. EXPANSION VEHICLE

All purchases and installations must be completed prior to the expiration date of this Agreement.

*Project start date: July 1, 2023
Estimated RFP/IFB Date: September 1, 2023
Estimated Contract Award: October 31, 2023
Estimated Delivery Date: June 30, 2027
Contract Completion Date: June 30, 2027*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remains in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the maintenance plan upon request.

II. SHELTERS AND SIGNS

Recipient will submit a description and list for shelter and locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.

By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

Federal applications require the following milestones to be reported and updated every quarter:

*Project start date: July 1, 2023
Estimated NEPA completed (if applicable): December 31, 2023
Estimated RFP/IFP Date: February 1, 2024
Estimated Contract Award: March 31, 2024
Estimated Construction Start: June 1, 2024
Estimated Construction End: May 31, 2025
Project Completion Date: June 30, 2025*

Recipient is required to create and maintain an equipment maintenance plan, created utilizing the original manufacturer equipment maintenance intervals and requirements. Recipient shall

provide State a copy of the equipment maintenance plan upon request.

III. EQUIPMENT

All purchases and installations must be completed prior to the expiration date of this Agreement.

Project start date: July 1, 2023

Estimated RFP/IFP Date: September 1, 2023

Estimated Contract Award: October 31, 2023

Estimated Project Completion Date: June 30, 2025

Contract Completion Date: June 30, 2025

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Sources of funding that may be used as matching funding for this Agreement include local funds, Statewide Transportation Improvement Fund, service contract revenue, advertisement and other earned income, cash donations, and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

I. EXPANSION VEHICLE

No additional requirements

II. SHELTERS AND SIGNS

Recipient may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

III. EQUIPMENT

Associated costs incurred from the procurement process, delivery charges, and post-delivery inspections are included in the reimbursable expenses associated with this Agreement. All purchases and installations must be completed prior to the expiration date of this Agreement.

Purchases or charges that are otherwise paid for in other agreements or contracts are excluded. Annual renewals of extended warranties are not eligible as a capital expense after equipment is delivered and accepted by the Recipient.

4. REPORTING and INVOICING REQUIREMENTS

I. EXPANSION VEHICLE

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remains in public transportation service.

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

II. SHELTERS AND SIGNS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary pre-approval and amendment by State.

III. EQUIPMENT

If equipment purchased under this Agreement is valued at \$5,000 or more (a "capital asset"), Recipient will provide reporting information as prescribed by State on the equipment as long as it remains in use for public transportation service. As a capital expense, all equipment must be in an inventory and reported to State as a capital asset using a unique Recipient identification number.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of vendor invoices must be provided for all purchases. With the final payment request, Recipient is required to submit a complete inventory of items purchased under this Agreement.

Revised Exhibit B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$328,943.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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