

June 5, 2025

Board of County Commissioners
Clackamas County

**Approval of Amendment to an Intergovernmental Agreement with the Oregon Department of Transportation to reallocate funding for transportation planning and operations of the Mt Hood Express. There is no cost associated with this amendment. Agreement Value is \$1,182,240 for 2 years. Funding is through the Oregon Department of Transportation.
No County General Funds are involved.**

Previous Board Action/Review	Original Agreement July 13, 2023, Agenda Item 20230713 I.C.6		
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 the needs of older adults in the community.		
Counsel Review	Yes: Amanda Keller	Procurement Review	No
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 #01 to a revenue agreement with the Oregon Department of Transportation, Rail, and Public Transit Division to reallocate previously approved funds. The amendment will move \$100,000 from planning to operations. The original agreement provides funding for preventative maintenance and operations for Mt. Hood Express.

There is no change to the total contract value. Amendment #01 reallocates funds within the agreement. No County General Funds are involved.

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment #1 to the agreement (11190) and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rumbaugh

Mary Rumbaugh
Director of Health, Housing and Human Services

For Filing Use Only

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35409
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 21, 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 reallocate funding between projects, decrease the grant amount, revise Exhibit A, and revise Exhibit B.

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."

Page 1, Agreement, Paragraph 3, which reads:

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$1,182,240.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$807,127.00** (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 **\$1,182,240.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$766,748.00** (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.

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 5/12/2025

Recipient Contact:

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

State Contact:

Jennifer Cooper
355 Capitol St NE, MS43
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 Cooper

Date 04/21/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name Sam Zeigler by email
(printed)

Date 05/31/2023

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Clackamas County 35409 <i>Project Administration, Operations, Preventive Maintenance, and Planning</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-1913-01 Item #1: Project Admin.				
	\$148,313.00	\$133,081.00	\$15,232.00	State
P-23-1913-02 Item #1: Operating Sliding Scale				
	\$873,927.00	\$490,099.00	\$383,828.00	Local, State
P-23-1913-03 Item #1: Preventive Maintenance				
	\$84,999.00	\$76,270.00	\$8,729.00	State
P-23-1913-04 Item #3: Other Activities				
	\$75,001.00	\$67,298.00	\$7,703.00	Local
Sub Total	\$1,182,240.00	\$766,748.00	\$415,492.00	
Grand Total	\$1,182,240.00	\$766,748.00	\$415,492.00	

1. PROJECT DESCRIPTION

I. ADMINISTRATION

This Agreement provides Section 5311 funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

II. OPERATIONS

This Agreement provides funding for Recipient to provide commuter and deviated fixed route services. Commuter service (Mt. Hood Express) runs between City of Sandy and Timberline Lodge, 7 days a week. Deviated fixed route service (Village Shuttle) runs between City of Sandy and Rhododendron, 7 days a week. Hours of operation and number of runs per day vary by service type and seasonal demand.

III. PREVENTIVE MAINTENANCE

This Agreement provides funding for preventive maintenance on vehicles in the provision of the Mt. Hood Express commuter service and the Village Shuttle deviated fixed route service. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide funding for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

IV. PLANNING

This Agreement provides funding for Site Development planning for a new Transit Hub near Government Camp, based on findings from the Transit Hub Study.

2. PROJECT DELIVERABLES

I. ADMINISTRATION

Recipient shall perform administrative activities to support service sustainability as follows: budgeting, processing invoices, data collection, reporting, transit contract preparation, marketing, compliance with federal guidelines, coordinate planning and development of transit routes and programs with transit operators, tracking and maintaining capital assets, participating in and planning transit meetings.

II. OPERATIONS

The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient and program type, in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

All services provided must be open to the general public and marketed as general public service.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals must satisfy 5311 funding purposes based upon FTA Circular 9040.1G. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.

III. PREVENTIVE MAINTENANCE

All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

IV. PLANNING

Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant, or use internal staff where sufficient planning capacity exists, to produce a Site Development Plan that includes the following elements:

ONE: RFQ process for hiring a planning consultant

- a. Complete the RFQ process*
- b. Hire consultant to complete the Site Development Plan*

TWO: Site Analysis and Stakeholder & Public Participation

- a. Preliminary site analysis; preparation and comparative evaluation of conceptual site development designs*
- b. Stakeholder and public participation can be in the form of surveying, public meetings, and meetings with stakeholder groups. Participation may include the following: transportation providers, riders, social and governmental stakeholders, and representatives of Title VI populations (i.e., low-income and minority groups, veterans, seniors and individuals with disabilities.)*

THREE: Milestones and Deliverables

- a. Hire Consultant: by June 2024*
- b. Stakeholder and Public meetings: upon hiring of Consultant through June 2025*
- c. Complete Site Development Plan: June 2025*

3. PROJECT ACCOUNTING, MATCHING FUNDING and DISBURSEMENT SCHEDULE

I. ADMINISTRATION

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration.

II. OPERATIONS

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, cash donations, and other 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 revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.

III. PREVENTIVE MAINTENANCE

No additional requirements

IV. PLANNING

No additional requirements

Matching Funding

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.

Disbursement Schedule

State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement requested. A partial payment may be made by State if Recipient request more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total amount plus any remaining portion from the first fiscal year period.

4. REPORTING and INVOICING REQUIREMENTS

I. ADMINISTRATION

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 summary of the work performed pursuant to this Agreement in its agency periodic report.

II. OPERATIONS

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 regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.

III. PREVENTIVE MAINTENANCE

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

IV. PLANNING

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable.

Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.

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 \$766,748.00
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301-4179
