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Clackamas County
www.clackamas.us

October 22, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Approval of an Amendment to a Revenue Grant Agreement with the Oregon Department of Transportation for preventative maintenance for Transportation Reaching People, Last Mile Shuttle, and Mt Hood Express. Amendment Value is \$27,500 for 3 months. Total Agreement Value is \$247,500 for 2 years. Funding is through the Oregon Department of Transportation's Federal pass-through funds.
No County General Funds are involved.

Previous Board Action/Review: Original Agreement October 2, 2025, Agenda Item 20251002 IX.G.11

Performance Clackamas: Safe, Secure, and Livable Communities

Counsel Review: Yes, Andrew Naylor

Procurement Review: N/A

Contact Person: Tracy Garell

Contact Phone: 503-655-8641

EXECUTIVE SUMMARY: The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment 1 to a revenue Grant Agreement with the Oregon Department of Transportation to continue funding preventative maintenance for Transportation Reaching People, Last Mile Shuttle, and Mt Hood Express. The Mt Hood Express (MHX) 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 employment, recreation, shopping and medical services for residents and visitors. The Transportation Reaching People program provides rides to seniors and persons with disabilities to access essential services such as medical appointments.

The Oregon Department of Transportation is shifting their pass-through funding agreement periods to align with Federal funding availability. The new biennium will begin in October of 2027, creating a three-month gap between current ODOT agreements ending in June 2027 and the next funding period. This amendment will extend the term through September 2027 and add funds to cover the three-month funding gap between the original agreement term and the start of the new biennium/funding period.

The total amendment value is \$27,500.00. An additional required match of \$3,148.00 will be provided through Statewide Transportation Improvement Funds (STIF).

RECOMMENDATION: Staff respectfully requests that the Board of County Commissioners approve Amendment 1 (12249) 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

Healthy Families. Strong Communities.

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AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35737
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 **October 27, 2025**. 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 extend the Agreement period, increase the grant amount, add the Quarter 9 Gap Project and revise Exhibit A, and revise Exhibit B.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 2027**. No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

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

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **September 30, 2027**. No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.

Page 1, Agreement, Paragraph 3, which reads:

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$245,180.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$220,000.00** (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 **\$275,828.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$247,500.00** (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 _____

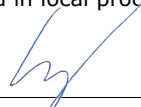
By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By  _____
Recipient's Legal Counsel

Date 10/01/2026 _____

Recipient Contact:

Kristina Babcock
Social Services Department
Oregon City, OR 97045
1 (503) 6503929
kbabcock@clackamas.us

State Contact:

Jennifer Cooper
355 Capitol Street NE, MS 11
Salem, OR 97301
1 (971) 446-0225
Jennifer.COOPER@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Andrea Durbin
Public Transportation Office Manager

Date _____

APPROVAL RECOMMENDED

By _____ Jennifer Cooper

Date 09/14/2026 _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

N/A

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

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 STBG SU Clackamas County 35737 <i>Vehicle Preventive Maintenance</i> <i>FTA funding Category A. Project ready to execute or has been executed. Funds available for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3085-01 Item #1: Preventive Maintenance				
	\$245,180.00	\$220,000.00	\$25,180.00	Local
Sub Total	\$245,180.00	\$220,000.00	\$25,180.00	
Project Title: Quarter 9 Gap Funding 5310 STBG Rural Clackamas County 35737 <i>Vehicle Preventive Maintenance</i> <i>PTD is shifting the federal subgrant agreement periods to better align with funding availability. With this shift, there is a gap in funding continuity from the current biennium to the next. Gap funding allocation amounts are one eighth of subrecipients' 25-27 allocation, which covers the one quarter that would be unfunded if 25-27 subgrants were allowed to expire before the 27-29 subgrants go into effect.</i> <i>Funds in this Project are being provided to help subrecipients sustain existing service during that one-time gap (otherwise referred to as Quarter 9).</i> <i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6331-01 Item #1: Preventive Maintenance				
	\$30,648.00	\$27,500.00	\$3,148.00	State
Sub Total	\$30,648.00	\$27,500.00	\$3,148.00	
Grand Total	\$275,828.00	\$247,500.00	\$28,328.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):
- final design activities (design beyond 30%).
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

Proceeding with any of these activities prior to FTA concurrence that the

environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. PROJECT DESCRIPTION

Vehicle Preventive Maintenance - Fleet

This Agreement provides funding for preventive maintenance on vehicles but should not be used for facility maintenance in the provision of public transportation. 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, such as vehicles and other vehicle related equipment used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

For some activities, FTA completes the NEPA process during grant review, using the information in the grant application. Written NEPA concurrence from FTA is not required for these activities, which include but are not limited to:

- Preventative maintenance that involves NO physical changes and/or alterations*
- Purchase of equipment that is not part of a larger project and can be accommodated in existing building(s) or facility(-ies) with NO physical changes, alterations, or installation required*

Recipients should coordinate with the State prior to incurring any costs or conducting any project-related activities to confirm NEPA requirements.

The project is for vehicle preventative maintenance that involves NO physical changes and/or alterations

This project provides fleet preventive maintenance for the commuter service (MHX) and a deviated fixed-route service (Village Shuttle), both of which connect with Sandy Area Metro in the City of Sandy, Oregon. These services enable older adults and individuals with disabilities in rural communities along Highway 26 to access a wider range of destinations in more urban areas.

This project provides fleet preventative maintenance for Transportation Reaching People (TRP) is a program managed by Clackamas County Social Services, dedicated to meeting the transportation needs of older adults and individuals with disabilities across all areas of Clackamas County, Oregon. TRP offers comprehensive services countywide and collaborates closely with TriMet, local transit providers, and senior centers to bridge transportation gaps and enhance access for underserved populations. This coordinated approach ensures that residents in both urban and rural parts of the county have reliable transportation options tailored to their needs.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will complete all vehicle preventive maintenance tasks prior to the expiration date of this Agreement.

Vehicle 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. Preventative maintenance expenses should not include equipment that is part of a larger project and does not change or alter existing buildings or facilities or requires installation.

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 scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

Preventative Maintenance (PM) will be done by local service providers. The recipient will be seeking cost benefit comparisons and use small purchase procedures. Small purchase procedures in 2 CFR §200.320(b) are used to compare price or rate quotations (bids). Services must be obtained from an adequate number of qualified sources. In the event there are limited qualified sources, the recipient will provide cost benefit analysis and document outreach efforts to show efforts to receive services from multiple providers if open procurement results in limited responses. The recipient shall follow local, state and federal procurement requirements.

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.

*Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. 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.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Sources that may be used as Recipient's matching funds 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 matching funds. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Ineligible costs include but are not limited to license, registration and title fees, fuel reimbursement, wraps/company logo, repainting for cosmetic or color changes and bulk items.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's 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.

Vendor invoices must be attached and include the follow:

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*
- If multiple grants are used for the preventive maintenance spreadsheets or similar documents, it must clearly show how these funds are associated with the costs requested in each reimbursement request*

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

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. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$247,500.00
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Administered By Public Transportation Office 355 Capitol Street NE, MS 11 Salem, OR 97301
