



CITY COUNCIL MEETING

Monday, August 21, 2023 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/87302949249>

Or by phone: (253) 215-8782; Meeting ID: 87302949249

CITY COUNCIL WORK SESSION: 6:00 PM

1. Legislative Session Debrief and Government Relations Priorities

CITY COUNCIL REGULAR MEETING: 6:30 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments on other matters at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- If you are attending the meeting in-person, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- If you are attending the meeting via Zoom, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting:
<https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS PUBLIC COMMENTS

CONSENT AGENDA

2. City Council Minutes: August 7, 2023
3. Public Works Procurement: Compact Excavator
4. Transit Grant Agreement No 35396
5. Transit Grant Agreement No 35560

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

RECOGNITION OF CHIEF ERNIE ROBERTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

CITY COUNCIL EXECUTIVE SESSION: 7:00 PM

The City Council will meet in executive session pursuant to ORS 192.660(2)(a)

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



STAFF REPORT

Meeting Type: City Council Work Session
Meeting Date: August 21, 2023
From: Jeff Aprati, Interim Deputy City Manager
Subject: Legislative Session Debrief and Government Relations Priorities

PURPOSE / OBJECTIVE:

To discuss the results of the 2023 regular session of the Oregon Legislature with the City’s government relations consultant, Nellie deVries; and to outline priorities and strategies for government relations efforts going forward.

BACKGROUND / CONTEXT:

The City contracted with DeVries in late 2022 to spearhead Sandy’s lobbying priorities. In recent months, the City’s primary priority has been to secure over \$14 million in state funding for the Drinking Water System Reinvestment Project from the Legislature during its 2023 session. Despite unprecedented efforts, Sandy’s funding request has thus far been unsuccessful for reasons Ms. deVries will outline in her presentation.

As the Council is aware, two of the most prominent factors that defined the Legislature’s 2023 session were a strong emphasis on housing and homelessness, and a walkout that occurred in the Senate that stalled many pieces of legislation for a prolonged period. While Sandy’s government relations team focused on leveraging the state’s housing priorities into an argument for more state investment in local infrastructure projects like ours, the particular political dynamics at play during the session, which were out of the City’s control, ultimately played a key role in lessening Sandy’s chances for success.

There have been some discussions, so far unconfirmed, of a special session of the Legislature later this year that could provide a new opportunity to pursue funding.

RECOMMENDATION:

Staff recommends that the Council use this work session to discuss the outcomes of the 2023 session and provide input on priorities and strategies for government relations in the future. This might include continued efforts to secure financial support for our infrastructure projects, as well as other regional or county-level priorities.

LIST OF ATTACHMENTS / EXHIBITS:

- Memorandum from Nellie deVries
 - 2023 Legislative Session Recap

To: City of Sandy
From: Nellie deVries, deVries Strategies, Inc.
Date: August 10, 2023
Re: 2023 Legislative Report

City of Sandy City Council,

Thank you for the opportunity to provide a brief recap on the 2023 Legislative Session. As you know, the City of Sandy asked the Legislature for \$14.5 million to upgrade the Alder Creek treatment plant; repairing reservoirs and replacing the pump station, filters, chemical feed systems, and utility systems; solidifying it as the primary water source for Sandy into the future. The money would also be used to build a transmission line to Portland's new Bull Run Treatment Plant facility, allowing Sandy to access a critical backup water source that meets Federal treatment requirements.

The mayor and city councilors met with every member on the Ways and Means Subcommittee on Capitol Construction and received very positive reviews on the project. We also met with our local Senator and Representative repeatedly and with Chair Steiner.

As you know, the Senate Republican walkout provided complications. Some returned for the final week, but at the cost of many projects all for political reasons.

We also tracked many bills that would affect the City of Sandy as outlined in the report.

When I present before you on August 21, I will answer any questions you may have concerning my report or the session itself. We will also have the opportunity to discuss our options and strategies moving forward.

In addition, I'm interested at helping you with Clackamas County and local issues as needed. The City of Sandy has a lot going on and I'm happy to help in any way I can. My recommendation would be to have me facilitate a meeting with the County Government Affairs team. You can discuss all the issues you're working on, and they may have some additional funding ideas. Further, I'm happy to assist with tracking various grants, bonds and loans that the City might want to apply for.

I look forward to our conversation.



2023 Legislative Session – The Indescribable Session

It's hard to know where to begin. 2023 was a new year with a new Governor, a new Senate President, and a new Speaker of the House. In addition, more than half of the 60 House districts had new representatives and the Senate welcomed eight members who were either new or in different seats. This was also the first in-person session since Covid. With so many new members, it was a breath of fresh air (except for the jackhammering as the Capitol undergoes a \$500 million renovation closing nearly two thirds of the building to the public). The Democrats continued to control the House and Senate, but slimly lost their super majorities this cycle. During the first couple of months, bipartisan legislation flowed through the chambers and there appeared to be a certain amount of harmony.

The first few months were a welcome change from the last few years. Inevitably, the fairy tale ended. The Republicans accused the Democrats of overreaching on reproductive rights and gun control, and for the fifth year in the row, they walked out (this time only in the Senate) bringing everything to a screeching halt. This walkout exposed the inexperience of the new legislators and negotiations were at a stalemate.

After much speculation among the lobby about whether the Republicans would return to avoid triggering Measure 113, which prohibits legislators with 10 unexcused absences to run for re-election, the Senate Republicans and one Independent defied the measure and did not return. With the Senate on pause, the House continued to work, but again, bills needing to pass the Senate were in limbo. Even the Governor got involved but was not able to strike a deal.

Eventually, in the eleventh hour, a compromise was reached and most of the Republicans returned to finish the work of the legislature. The two bills at the heart of the controversy were sent back to Rules Committee to be amended and then sent back to the floor. The dichotomy of the two parties and the return with just one week of session left led to bipartisan drama. With days until the constitutionally required Sine Die of June 25, the Christmas Tree bill dropped, although they will deny it, the projects that the Democrats promised to the Republicans were added to the list the weekend before the bill dropped. Many of the projects of those Republicans that did not return, were removed. Naturally, this did not smooth anything over. This even turned into fighting among the Democrats for compromising with the Republicans dragging the session on to the bitter end. Finally, after a dramatic six weeks, the Legislature completed on Sunday, June 25.

Those that walked out are challenging the constitutionality of Measure 113. We will await to see what the courts say.

Let's see if anything changes in 2024. Hopefully, lessons were learned.

CITY OF SANDY PRIORITIES

The City Team tracked over 100 bills during the 2023 Legislative Session, on various issues affecting the City.

BOMA would like to thank Council and City Staff whose collective efforts helped enhance the City's credibility and effectiveness in the Legislative arena. Below is a list and explanation of some of the tracked bills.

PRIORITY BILLS

Christmas Tree Bill – City of Sandy Drinking Water System Reinvestment Project

HB 5030 – Passed (without our money ask)

Sandy is one of the fastest growing cities in Oregon, but our drinking water infrastructure is aging and deteriorating. The city's goal was to invest now to meet three critical needs:

1. **Increasing system capacity** to provide enough drinking water for Sandy in the near future.
2. **Ensuring regulatory compliance** with Federal water treatment requirements.
3. **Increasing system resiliency** to protect our community during emergencies and disasters.

Unfortunately, the city's portion of the bill was removed in the final hours likely due to the Republican walk out.

Conversion of Commercial to Residential Property

HB 2984B – Passed

This bill allows for the conversion of a building from commercial use to housing within urban growth boundary under certain conditions. It prohibits, for such conversions, local governments from enforcing parking minimums and limits collection of system development charges.

Variance Bill

HB 3414B - Failed

This bill would have required local governments to approve certain adjustments to land use regulations for housing development within urban growth boundary. It would have established alternate appellate procedures for adjustments. Requires certain cities to report to Department of Land Conservation and Development on use of adjustments. This bill also developed an alternative process to amend urban growth boundaries to include up to 150 net residential acres per city. This bill would have limited review by Metro, where applicable, and for review by Department of Land Conservation and Development and courts. This bill died on the last day of session.

Tax Credit for Preservation of Historic Property

HB 2079 – Passed

The bill requires the Legislative Revenue Officer to study potential of implementing tax credit and direct grant program to encourage preservation of historic property.

Reach Codes***HB 2198 – Failed***

This bill would have prohibited a municipality that administers and enforces building inspection program from adopting construction standards or methods from Reach Code, or similar or related code of standards and methods, that exceed or are more stringent than statewide standards and methods Director of Department of Consumer and Business Services adopts and administers. This bill never received a public hearing.

Enterprise Zones***HB 2199A – Failed***

This bill would have extended the sunset date of enterprise zone program. Provides that agreement between zone sponsor and business firm seeking exemption may not become effective before 30 days following publication of terms of agreement on zone sponsor's website. Requires Oregon Business Development Department to provide technical assistance related to such agreements to zone sponsor upon request. Directs Oregon Business Development Department, in consultation with Legislative Revenue Officer, to study transparency of enterprise zone programs and submit report of study findings to Legislative Assembly. Requires zone sponsor to notify adjacent local governments of intention to enter into agreement with business firm that may increase use of infrastructure within those governments' boundaries. Provides limitation on number of years for which property in enterprise zone may be exempt from property taxes imposed by school districts. Subjects long term rural enterprise zone exemption statute to requirement that state agency report certain tax expenditure information to State Chief Information Officer for posting on Oregon transparency website.

Sandy advocated for extending the program to allow the City of Sandy to have continued access to this powerful economic development tool to draw new investments to our region and help retain and expand existing operations. Enterprise zones are sponsored by the local government and serve as one of the only tools to attract economic growth and high paying jobs.

When the extension of 362nd Avenue and Bell Street is complete this summer, the City of Sandy will be presented with an exciting opportunity for the first substantial new commercial development in many years.

Greenhouse Gas Emissions***HB 2236 – Failed***

This bill prohibits the Governor and specified state agencies from taking measures to reduce greenhouse gas emissions in Oregon unless authorized by Legislative Assembly by law enacted on or after effective date of Act. The bill did not receive a public hearing and died in committee.

Structural Masonry Licensing Standards***HB 2300 & 2877– Failed***

Permits Building Codes Structures Board to adopt licensing standards for performing structural masonry in essential facilities. Permits Construction Contractors Board to adopt licensing standards for applying or installing fireproofing materials in essential facilities. This bill also did not receive a public hearing and died in committee.

Safe Drinking Water***HB 2813– Failed***

This bill requires the Oregon Health Authority to ensure that communities in this state have access to safe drinking water. The Oregon Watershed Enhancement Board would establish a grant program to provide grants to water suppliers to protect, restore or enhance sources of drinking water.

The City of Sandy supported HB 2813, which requires the Oregon Health Authority to ensure that communities in this state have access to safe drinking water by establishing a grant program to provide grants to water suppliers to protect, restore or enhance sources of drinking water.

This bill died in committee.

Removal of Homeless Individuals from Camping Site***HB 2939 – Failed***

This bill would have reduced notice period before removal of homeless individuals from established camping site to 24 hours. Eliminates certain requirements related to storage of personal property removed from camping site. This bill also did not receive a public hearing and died in committee.

EV Charging Stations***HB 2941 – Failed***

The bill would have allowed the Director of Department of Consumer and Business Services may apply a requirement to include provisions for electrical service capacity for charging electric vehicles only to commercial buildings under private ownership. BOMA monitored the bill, but it did not receive a public hearing and died in committee.

Drinking Water and Sewer Ratepayer Assistance Fund***HB 3125 – Failed***

Establishes Public Drinking Water and Sewer Ratepayer Assistance Fund. The bill directs the Housing and Community Services Department to provide grants from moneys in fund to qualified organizations to distribute water and sewer bill payment assistance to low-income residential households.

The City of Sandy asked the committee support HB 3125, which would establish the Public Drinking Water and Sewer Ratepayer Assistance Fund (PDWSRAF). This state-supported fund would continue the important work of Oregon’s Low- Income Water & Sewer Assistance Program as the federal funding for that program ends in 2023.

This bill died in committee.

Greenhouse Gas Emissions Reduction*HB 3152– Failed*

Permits Public Utility Commission to institute one or more proceedings to ensure commission's regulations, rules and orders, and programs overseen by commission, align with greenhouse gas emissions reduction requirements and targets established by statute or executive order, do not impede or delay timely and equitable implementation of greenhouse gas emissions reduction requirements and targets, and mitigate energy burden and risks of stranded assets for residential utility customers. This bill died in committee.

Place-Based Water Planning Fund*HB 3163A– Failed*

Establishes Place-Based Water Planning Fund. Continuously appropriates moneys in fund to Water Resources Department for purposes related to water planning. Directs Water Resources Director to use moneys in fund for certain purposes related to place-based integrated water resources plans and associated activities. This bill died in committee as well.

Regional Housing Coordinators*HB 3174A– Failed*

This will would have required the Oregon Department of Administrative Services to provide grants to local governments for regional housing coordinators and to local governments to support development of needed housing. It would have required the department to provide grants to the Association of Oregon Counties and League of Oregon Cities for specific purposes relating to planning for housing. This bill also died in committee.

Pay Equity – Hiring and Retention Bonuses*HB 3205A- Failed*

Modifies definition of "compensation," for purposes of pay equity requirements, to exclude hiring bonuses and retention bonuses. Permits employer to pay employees at different compensation levels pursuant to retention bonus provided that employer does not discriminate in payment of retention bonus, and that retention bonus accounts for entire compensation differential. This bill made it out of the House and is a casualty of the Senate walkout.

Right to Rest*HB 3501 - Failed*

Establishes Oregon Right to Rest Act that makes a violation of the act an unlawful practice enforceable by Commissioner of Bureau of Labor and Industries or by civil action. This bill had a public hearing and died in committee.

Shelter Plus Program*HB 3547 - Failed*

Establishes Shelter Plus program to provide temporary shelter and wraparound social and medical services to individuals discharged from hospitals who do not have appropriate housing in which to recover. This bill did not receive a public hearing and died in committee.

Housing on Lands Zoned for Residential Use***HB 3569 - Failed***

Establishes alternative process by which local government must approve an application to develop housing on lands zoned to allow residential uses. The bill would sunset on January 2, 2033. This bill died in committee.

Tenant Termination***SB 799- Failed***

Requires residential landlords to extend notice periods for terminations of tenancy based on nonpayment of rent and to include additional notices. Postpones any eviction proceeding based on such termination notices for up to 60 days while an application for rental assistance is pending. Postpones dates for first appearance and trial for evictions based on such termination notices. Requires landlords and clerk to include notice with summons for nonpayment of rent. Requires public bodies and grantees to inform tenants and landlords regarding rental assistance applications. This bill had a public hearing but died in committee.

Prevailing Wage***SB 850- Failed***

Requires public body that procures construction services for certain qualified projects that use \$750,000 or more in funds of public agency or moneys made available to state under federal American Rescue Plan Act of 2021 to enter into project labor agreement that, at minimum, provides for payment of wages at or above prevailing rate of wage, to use apprentices to perform at least 15 percent of work hours that workers in apprenticeable occupations perform on project and to establish and execute plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work on project. This bill died in committee.

Abating Waste Due to Homelessness***SB 859- Failed***

Allows local governments, and during emergency period allows Governor or certain agencies, to abate waste, graffiti and vandalism associated with homelessness and other factors. Allows costs to be passed to solid waste collection ratepayers. This bill died in committee without a hearing.

OTHER BILLS OF INTEREST

Oregon Housing Needs Analysis***HB 2001B -Passed***

Establishes Oregon Housing Needs Analysis in Oregon Department of Administrative Services. Requires cities outside Metro to plan for housing needs as allocated by analysis. Requires Metro to adopt similar methodology to allocate housing needs to cities within Metro. This bill was one of the Governor's priorities and passed early in the session.

Taxable Property***HB 2084- Failed***

The bill requires the Legislative Revenue Officer to study calculation of maximum assessed value when taxable property becomes newly eligible for, or is disqualified from, exemption or special assessment program. Directs officer to submit report, in manner provided in ORS

192.245, to interim committees of Legislative Assembly related to revenue not later than December 15, 2023.

Property Tax Withholding

HB 2088 - Failed

This bill directs the county treasurer to withhold three percent of all property tax moneys for use by county for administration of property tax laws. Appropriates moneys from General Fund to Department of Revenue for deposit in County Assessment Function Funding Assistance Account. This bill died in committee.

Tax on Use of Electricity Charge for Electric Vehicles

HB 3131 - Failed

This bill would have required the Department of Transportation to study means of imposing tax on the use of electricity to charge electric vehicles at rate equivalent to tax rate imposed per gallon on motor vehicle fuel. This bill died in committee.

Excise Tax on Tires and Heavy Equipment

HB 3158 - Failed

Imposes excise tax on retail sale of tires, privilege tax for engaging in business of providing nonroad diesel equipment, tax on use in Oregon of nonroad diesel equipment purchased out of state at retail, heavy equipment rental tax on rentals of nonroad diesel equipment, privilege tax on heavy-duty vehicles and license tax on dyed diesel for transfer to Clean Diesel Engine Fund. This bill died in committee.

Campaign Contributions

HB 2003 - Failed

Establishes limits on campaign contributions that may be accepted by candidates and political committees. This bill died in committee without a hearing.

Rank Choice Voting

HB 2004B - Passed

This bill establishes ranked choice voting as voting method for selecting winner of nomination for and election to offices of President of United States, United States Senator, Representative in Congress, Governor, Secretary of State, State Treasurer and Attorney General. This will be referred to voters.

Photo Radar

HB 2095A - Failed

Authorizes all cities to elect to operate photo radar if city pays costs of operating photo radar. Eliminates restriction on number of hours per day photo radar may be used in any one location. Expands authority of city to set designated speed for certain residential streets to speed that is up to 10 miles per hour lower than statutory speed, but not less than 20 miles per hour. This bill died in committee.

This report has been prepared by City of Sandy's Government Affairs advocate Nellie deVries



CITY COUNCIL MEETING

Monday, August 07, 2023 at 6:00 PM
Sandy City Hall and via Zoom

MINUTES

CITY COUNCIL / PLANNING COMMISSION WORK SESSION: 6:00 PM

1. Comprehensive Plan Block 2 Work Session

The City's consultant, Anais Mathez with 3J Consulting, provided a presentation for the Council. Slides were included in the agenda packet. The slides provided an update on the status of the Comprehensive Plan update project, as well as an overview of the second of three 'blocks' of goals and policies for the Council's consideration.

General Council discussion included the following issues:

- Clarification that a Zoning Map update would be separate from the current process
- Acknowledgement that the previous 'Sandy 2040' project was an unusually ambitious planning horizon
- Clarification that there were transit-focused elements of the recently adopted Transportation System Plan
- Note that the City has undertaken a large number of master plan updating processes in recent years, giving the Comprehensive Plan a solid foundation
- Reflections on natural hazard planning workshops; discussion on whether the workshops included appropriate representation from business interests; explanation of the efforts to include business representatives and ensure their views were represented
- Clarification that the Council will see the results of the Housing Needs Analysis before discussing the third block of policies

The following Council feedback was given on specific draft policies:

Natural Hazards and Resiliency

- Policy 3.6: Discussion on whether the working is too loose; clarification that the wording is intended to focus on adverse effects
 - Discussion on the City's continuity of operations and emergency plans; note that Goal 4 focuses on regional collaboration
 - Suggestion to include specific language on the City's emergency plan under Goal 4, including regular training of staff and elected officials
- Policy 3.5: suggestion to replace "promote a reduction of" with "restrict"
- Policy 4.5: add language regarding collaboration on development of timber harvest plans

Parks, Trails, and Natural Resources

- Policy 3.5: concern about the legality of using stormwater fee revenue for parks maintenance; suggestion to clarify the language to avoid confusion
- Policy 5.2: suggestion to clarify and elaborate on the intent for developing an urban forestry plan; emphasis on protecting native tree species

CITY COUNCIL REGULAR MEETING (following SURA meeting)

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Stan Pulliam
 Councilor Chris Mayton
 Councilor Laurie Smallwood
 Councilor Rich Sheldon
 Councilor Kathleen Walker
 Councilor Carl Exner

ABSENT

Councilor Don Hokanson

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

Carol Stenerson: concerned about invasive blackberries on City property that are encroaching on her property; Public Works has not addressed the problems yet; the blackberries are causing damage to her fence and the situation needs to be addressed.

Amy Hardesty: executive director of D31; provided a recap of the successes of the recent National Night Out event; over \$9,000 was raised for the Shop with a Cop program; expressed thanks and appreciation for all involved; more than 600 attendees participated.

RESPONSE TO PREVIOUS PUBLIC COMMENTS

The Interim City Manager stated that staff have been working hard to keep the Skaters of Sandy organization integrated into the process of developing the new skatepark at the Community Campus Park. Staff are also continuing to attempt to address the concerns raised by Mr. Jenkins.

CONSENT AGENDA

2. City Council Minutes: July 17, 2023

MOTION: Adopt the Consent Agenda

Motion made by Councilor Sheldon, Seconded by Councilor Exner.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner

RESOLUTIONS

3. Revision and Expansion of Utility Customer Assistance Program
Resolution 2023-30

The Interim City Manager summarized the staff report, which was included in the agenda packet. The Council expressed its agreement on the need for making this program amendment. A suggestion was also made to consider including specific assistance for veterans in the future.

MOTION: Adopt Resolution 2023-30

Motion made by Councilor Sheldon, Seconded by Councilor Mayton.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner

NEW BUSINESS

4. Noise Exception – Chainsaw Carving Event (File No. 23-024 TEMP)

The Development Services Director summarized the staff report, which was included in the agenda packet. Council discussion ensued on the following topics:

- Concern about overlap with the Hood to Coast event
- Designated areas for parking
- Praise for the vision and organization of the event
- Clarification that closure of city streets is no longer being sought
- Suggestion that the largest noise impacts will conclude well before the event ends

MOTION: Approve the noise exception for File No. 23-024 TEMP

Motion made by Councilor Sheldon, Seconded by Councilor Walker.

Voting Yea: Mayor Pulliam, Council President Smallwood, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner

REPORT FROM THE CITY MANAGER

- Recap of the most recent concert in the park
- The application period for the city manager recruitment has closed
- Chief Roberts is retiring; his last day will be September 1st; an interim chief will be needed while the recruitment process proceeds; an update for the Council will come very soon

COMMITTEE / COUNCIL REPORTS

Councilor Exner

- Thanks and appreciation for Chief Roberts
- Clackamas River Watershed Council is pleased about the opportunity to help restore Tickle Creek
- Praise for the recent National Night Out event
- A Sandy Fire Board meeting is upcoming

Councilor Walker

- Praise for the recent National Night Out event
- Concern regarding the Planning Commission's recommendation regarding usage of certain SDC revenue for improvements in Bornstedt Park; concerns about fairness for residents of other areas of the city and breaking promises; concern about setting undesirable precedents; emphasis on the importance of following adopted master plans

Councilor Sheldon

- Note on the value of following master plans
- Reminder of the need to develop and adopt updates to the City's code violation fines and processes
- Praise for the recent concerts in the park
- Suggestion to recognize employees who volunteer in the community, particularly through programs like the Trauma Intervention Program

Council President Smallwood

- Thanks and appreciation for Chief Roberts
- Praise for the recent National Night Out event
- Note on the value of allowing advisory boards to evaluate situations and make recommendations
- Praise for the recent concerts in the park

Councilor Mayton

- Thanks and appreciation for Chief Roberts
- Agreement on the need to recognize employees who volunteer in the community, particularly through programs like the Trauma Intervention Program
- Clarification that his role as a liaison in passing along the Planning Commission's recommendation regarding Bornstedt Park does not necessarily mean he agrees

Mayor Pulliam

- Reminder on the importance of improving the audio/visual equipment in the Council Chambers
- Encouragement for interested residents to get actively involved in the governance process
- Praise for the recent National Night Out event and the recent concerts in the park
- Agreement that more park improvements are needed

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

DRAFT

Meeting Type: City Council
Meeting Date: August 21, 2023
From: Jennifer Coker
Subject: Compact Excavator procurement for the Public Works Department

DECISION TO BE MADE:

Whether to authorize the interim City Manager to procure a Compact Excavator for the Public Works Department.

BACKGROUND / CONTEXT:

The intent in purchasing an excavator is to increase operational efficiency and build a more resilient equipment fleet. Sandy Public Works (PW) currently operates with a 2006 Case backhoe as our only piece of construction equipment. When an emergency or project requires the backhoe to be used on site, the machine must be driven between the Operations Center and the site to load backfill, perform excavation/trenching, and assist in restoration. With the purchase of an excavator, PW will increase productivity, resiliency, and efficiency in the daily operation and maintenance of Sandy's infrastructure.

The City is a member of Sourcewell (formerly National Joint Powers Alliance), a cooperative procurement alliance that streamlines purchasing by developing RFPs for national, competitive solicitations. Utilizing this membership, staff contacted three Oregon equipment suppliers to request quotes for a new excavator.

Key attributes, options, and functions were listed to be included in the quote:

- Machine weight: 10,000-14,000lbs fully enclosed
- Adequately sized trailer to haul excavator
- Hydraulic thumb
- Three digging buckets
- 4-way tilt grading blade
- Mower/flail attachment with adequate cab protection
- Safety lighting
- Hydraulic quick connect for switching bucket/attachment

KEY CONSIDERATIONS / ANALYSIS:

In recent years, PW has rented an excavator to assist in right-of-way maintenance and construction related projects that require excavation. With Sandy taking over jurisdiction of Highway 211, an excavator with a mower/flail attachment has served as the safest and most effective maintenance tool to properly care for these areas. Rental rates for an excavator are nearing \$2000.00/week and the mower/flail attachment is around \$1500.00/week. Sandy typically schedules six to eight weekly rentals per year to mow right-of-way, Stormwater facilities, Water reservoir sites, and other City facilities. Public Works also utilizes a rented excavator for two to four construction related projects each year. As with most Public Works equipment, a new excavator would be utilized by other City departments.

Staff requested quotes from PacWest Machinery, Pape Machinery, and Peterson Cat. These vendors were identified by researching products online, through prior experience while renting machines, and visiting vendors at their facilities. Determining criteria established in OAR 279B.070 included price, warranty, service level, and product functionality.

Quotes include all attachments and trailer:

PacWest Machinery – Volvo ECR50F Compact Excavator - \$112,084.00

Pape Machinery – John Deere 50G Compact Excavator - \$130,402.67

Peterson Cat – Cat 305 Compact Excavator - \$135,371.08

After scoring and discussion, the Pape Machinery John Deere excavator was identified as the product that best serves the needs of Sandy Public Works. The Pape Machinery quote met all functionality requirements that were requested. Pape has a large service and distribution center in Gresham that will cut down on travel when the machine needs service or repair.

BUDGET IMPACT:

The purchase of an excavator was budgeted into the 23-25 biennial budget and will be split into the four utility departments.

- Street Fund - 240-054-760000 = \$22,820.47
- Water Fund - 520-052-760000 = \$35,860.73
- Wastewater Fund - 530-053-760000 = \$35,860.73
- Stormwater Fund - 550-055-760000 = \$35,860.73

RECOMMENDATION:

Authorize the Interim City Manager to procure a Compact Excavator from Pape Machinery for Sandy Public Works.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the Interim City Manager to procure a Compact Excavator from Pape Machinery for Sandy Public Works."

LIST OF ATTACHMENTS / EXHIBITS:

- Attachment 1 Excavator Quotes.
- Attachment 2 Selection Documentation



Quote Valid for 90 days

Contract:
011723-
VCE

Date: 7/21/2023

Buying Agency:	City of Sandy	Dealership:	PacWest Machinery
SW Member #:	97344	Prepared By:	Erik Lillevik
Contact Person:	Jake Rutledge	Phone:	503-351-2947
Phone/Email:	971-404-8601 / jrutledge@ci.sandy.or.us	Email:	elillevik@pacwestmachinery.com

Sourcewell Product Code | A - Volvo Pricing Catalog: Hydraulic Crawler Excavators Small (Mini) (below 20,000#)

A. Catalog / Price Sheet Items being purchased

Quan	Description	Unit Pr	Total
1	Volvo ECR50F Compact Excavator	\$79,534	\$79,534
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
Sourcewell Machine Price:			\$79,534
Additional Discount:			\$0
Subtotal A:			\$79,534

B. Sourced Contracted Items

Quan	Description	Unit Pr	Total
1	Towmaster Drop-Deck Tilit T-12DT, 18' trailer	\$18,600	\$18,600
1	Shearforce Flail Mower	\$11,900	\$11,900
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$30,500

C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges

Freight	\$1,500	
PDI	\$550	
Subtotal C:		\$2,050

Delivery Date: 6-12 Months ARO | **D. TOTAL PURCHASE PRICE (A+B+C):** \$112,084

Quote Id: 26181321

Prepared For:
CITY OF SANDY



Prepared By: **Krista Maunder**

Pape Machinery, Inc.
1510 E. Powell Blvd
Gresham, OR 97030

Tel: 503-663-4353
Mobile Phone: 503-710-6771
Fax: 503-663-4734
Email: kmaunder@papemachinery.com

Quote Summary

Prepared For:
 CITY OF SANDY
 39250 PIONEER BLVD
 SANDY, OR 97055
 Business: 503-668-2922

Prepared By:
 Krista Maunder
 Pape Machinery, Inc.
 1510 E. Powell Blvd
 Gresham, OR 97030
 Phone: 503-663-4353
 Mobile: 503-710-6771
 kmaunder@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 26181321
Created On: 03 March 2022
Last Modified On: 14 July 2023
Expiration Date: 11 August 2023

SOURCEWELL MEMBER # 97344

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 50G Compact Excavator Cab, Hydraulic Angle Blade & Long Arm with extra counterweight	\$ 111,611.26	\$ 82,561.67 X	1 =	\$ 82,561.67
PSM WEDGELOCK Hydraulic Pin Grabber	\$ 6,101.00	\$ 6,101.00 X	1 =	\$ 6,101.00
PSM Hydraulic Thumb	\$ 4,139.00	\$ 4,139.00 X	1 =	\$ 4,139.00
PSM 18" HD Dig Bucket	\$ 1,508.00	\$ 1,508.00 X	1 =	\$ 1,508.00
PSM 24" HD Dig Bucket	\$ 1,669.00	\$ 1,669.00 X	1 =	\$ 1,669.00
PSM 36" Muck Bucket	\$ 1,852.00	\$ 1,852.00 X	1 =	\$ 1,852.00
BRUSHHOUND 30-EX-HD 30" Cutting Width Flail Mower up to 4" Debris	\$ 15,180.00	\$ 14,772.00 X	1 =	\$ 14,772.00
TRAIL KING TKT-14U Tilt-Deck Trailer 14,000 lb capacity Pintle Hitch 20' (4' stationary w/16' tilt deck), 102" Overall Width & 82" Between Fenders		\$ 17,800.00 X	1 =	\$ 17,800.00

Equipment Total **\$ 130,402.67**

Quote Summary

Equipment Total	\$ 130,402.67
SubTotal	\$ 130,402.67

Salesperson : X _____

Accepted By : X _____

Total	\$ 130,402.67
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 130,402.67

Salesperson : X _____

Accepted By : X _____

Quote Id: 26181321

Customer: CITY OF SANDY

JOHN DEERE 50G Compact Excavator Cab, Hydraulic Angle Blade & Long Arm with extra counterweight				
Hours:				Suggested List
Stock Number:				\$ 111,611.26
				Selling Price
				\$ 82,561.67
Code	Description	Qty	Unit	Extended
0060FF	50G Compact Excavator	1	\$ 88,404.00	\$ 88,404.00
Standard Options - Per Unit				
3125	Rubber Track	1	\$ 0.00	\$ 0.00
4150	Suspension Seat - Cloth	1	\$ 30.00	\$ 30.00
7120	Long Arm and Extra Counterweight	1	\$ 1,618.00	\$ 1,618.00
8185	ROPS / FOPS Cab	1	\$ 6,555.00	\$ 6,555.00
9555	Angle Blade	1	\$ 3,564.00	\$ 3,564.00
Standard Options Total				\$ 11,767.00
Dealer Attachments				
AT451135	Front Screen, Cab (GR#705753) (26-50 CE)	1	\$ 865.00	\$ 865.00
Couplers	Install QC's on Ball Valve Bulkhead	1	\$ 347.06	\$ 347.06
Freight	Factory Freight	1	\$ 2,554.00	\$ 2,554.00
Set-Up	Dealer Set-Up	1	\$ 3,176.20	\$ 3,176.20
Lighting	LED Lighting Upgrade & Install	1	\$ 940.00	\$ 940.00
Delivery	Dealer Delivery	1	\$ 500.00	\$ 500.00
BYT12747	Front Window Guard, Polycarbonate	1	\$ 3,058.00	\$ 3,058.00
Dealer Attachments Total				\$ 11,440.26
Value Added Services Total				\$ 0.00
Suggested Price				\$ 111,611.26
Customer Discounts				
Customer Discounts Total			\$ -29,049.59	\$ -29,049.59
Total Selling Price				\$ 82,561.67

PSM WEDGELOCK Hydraulic Pin Grabber				
Hours:		0		Suggested List
Stock Number:				\$ 6,101.00
				Selling Price
				\$ 6,101.00
Code	Description	Qty	Unit	Extended
QC	WEDGELOCK Hydraulic Pin Grabber	1	\$ 5,013.00	\$ 5,013.00

Quote Id: 26181321 Customer: CITY OF SANDY

Other Charges			
Setup	1	\$ 1,088.00	\$ 1,088.00
Other Charges Total			\$ 1,088.00
Suggested Price			\$ 6,101.00
Customer Discounts			
Customer Discounts Total			\$ 0.00
Total Selling Price			\$ 6,101.00

PSM Hydraulic Thumb				
Hours:	0			Suggested List
Stock Number:				\$ 4,139.00
				Selling Price
				\$ 4,139.00
Code	Description	Qty	Unit	Extended
Thumb	PSM Hydraulic Thumb	1	\$ 3,416.00	\$ 3,416.00
Other Charges				
Setup	1	\$ 723.00	\$ 723.00	\$ 723.00
Other Charges Total				\$ 723.00
Suggested Price				\$ 4,139.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 4,139.00

PSM 18" HD Dig Bucket				
Hours:	0			Suggested List
Stock Number:				\$ 1,508.00
				Selling Price
				\$ 1,508.00
Code	Description	Qty	Unit	Extended
Bucket	18" HD Dig Bucket	1	\$ 1,508.00	\$ 1,508.00
Suggested Price				\$ 1,508.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 1,508.00

Quote Id: 26181321

Customer: CITY OF SANDY

PSM 24" HD Dig Bucket				
Hours:	0			Suggested List
Stock Number:				\$ 1,669.00
				Selling Price
				\$ 1,669.00
Code	Description	Qty	Unit	Extended
Bucket	24" HD Dig Bucket	1	\$ 1,669.00	\$ 1,669.00
Suggested Price				\$ 1,669.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 1,669.00

PSM 36" Muck Bucket				
Hours:	0			Suggested List
Stock Number:				\$ 1,852.00
				Selling Price
				\$ 1,852.00
Code	Description	Qty	Unit	Extended
Bucket	36" Muck Bucket	1	\$ 1,852.00	\$ 1,852.00
Suggested Price				\$ 1,852.00
Customer Discounts				
Customer Discounts Total			\$ 0.00	\$ 0.00
Total Selling Price				\$ 1,852.00

BRUSHHOUND 30-EX-HD 30" Cutting Width Flail Mower up to 4" Debris				
Hours:	0			Suggested List
Stock Number:				\$ 15,180.00
				Selling Price
				\$ 14,772.00

Quote Id: 26181321

Customer: CITY OF SANDY

Code	Description	Qty	Unit	Extended
30-EX-HD	30" Cutting Width Flail Mower up to 4" Debris	1	\$ 11,600.00	\$ 11,600.00
Dealer Attachments				
Mount	Pin Mount (confirming)	1	\$ 1,600.00	\$ 1,600.00
Dealer Attachments Total				\$ 1,600.00
Other Charges				
	Freight	1	\$ 1,400.00	\$ 1,400.00
	Setup	1	\$ 580.00	\$ 580.00
Other Charges Total				\$ 1,980.00
Suggested Price				\$ 15,180.00
Customer Discounts				
Customer Discounts Total			\$ -408.00	\$ -408.00
Total Selling Price				\$ 14,772.00

TRAIL KING TKT-14U Tilt-Deck Trailer 14,000 lb capacity Pintle Hitch 20' (4' stationary w/16' tilt deck), 102" Overall Width & 82" Between Fenders

Hours: 0

Stock Number:

Code	Description	Qty	Unit	Extended	Selling Price
TKT-14U	TKT-14U Tilt-Deck Trailer 14,000 lb Payload	1	\$ 17,142.00	\$ 17,142.00	\$ 17,800.00
Other Charges					
	Freight	1	\$ 1,700.00	\$ 1,700.00	
Other Charges Total				\$ 1,700.00	
Suggested Price					\$ 18,842.00
Customer Discounts					
Customer Discounts Total			\$ -1,042.00	\$ -1,042.00	
Total Selling Price					\$ 17,800.00



TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301

Ph: (800) 843-3324

Fax: (605) 995-6500

www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078

Ph: (800) 762-5557

Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

Item # 3.

To: Pape Machinery, Inc.
P.O. BOX 10527
EUGENE, Oregon 97440

Attn:
Phone:
Fax:
Email:
PO #:

Issued: June 14, 2023

Quote #: TK-75223.01

Ref: TKT14U-STOCK UNIT

Contact:
Phone:
Fax:
Email:
Est.
Comp.
Expires: July 14, 2023
FOB:

TKT14U Tilt-Utility Trailer, 14,000 lb capacity

11296-TKT14U

11296 - STANDARD EQUIPMENT
Structural steel main frame
Steel crossmembers

Red and white conspicuity markings

11296-Base

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11296	Open Deck	TKT14U Tilt-Utility Trailer, 14,000 lb capacity			\$16,366	\$16,366
14469	Overall Width	102" overall width, 82" width between fenders				
11298	Hitch	Pintle Eye w/ 5' Tongue; adjustable coupler height				
14467	Hitch	Safety chains with hooks				
14468	Landing Gear	12,000 lb. HD jack with spring foot				
11305	Deck Length	20' Deck (4' stationary with 16' tilt deck) - 11 degree load angle				
14470	Main Deck	23" Loaded deck height				
14471	Main Deck	4" Safety headboard				
14472	Main Deck	Cushioning cylinder				
14473	Main Deck	Star traction covered approach				
13928	Decking	1-1/2" Oak (raised)				
14474	Tie Downs	(6) pair D-rings, 2 pair on stationary deck, 4 pair on tilt deck				



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1200 Gehl Drive
Yankton, SD 57078

Ph: (605) 665-8415

Fax: (605) 665-0810

Item # 3.

11316	Suspensions / Axles	7000 lb. Capacity (2 Axles)			
14476	Axle Spacing	34" Axle spacing			
14477	Brakes	12" X 2" electric brakes on both axles, breakaway switch (with battery)			
08182	Wheels (outside)	6.75 x 17.5 8-hole steel disc wheel	4		
10058	Spare Wheel	No Spare Wheel			
16604	Tires	Continental 215/75R17.5 HTL2 - 18 ply (tire only) (per tire) ILO Std Provider 215/75R17.5 - 16 ply	4	\$90	\$360
10059	Spare Tires	No spare tire			
14436	Flaps, Mud Guards & Fenders	14 ga steel enclosed fenders (with fender bracket)			
11318	Lights / Electrical	7 Pole RV style electrical plug			
14479	Lights / Electrical	LED lights			
14480	Lights / Electrical	Grote Electrical system (meets DOT regulations)			
14481	Document Holder	Registration holder			
08024	Paint	S7203 Black with white decals			
17866	Paint	Zinc-rich primer			

11296-Additional Options

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11321	Miscellaneous	Bolt-on lockable tool box lid			\$416	\$416

TOTALS

Total: \$17,142.00



TRAIL KING Industries, Inc.

Item # 3.

300 East Norway
Mitchell, SD 57301

2130 3rd Ave. NW
West Fargo, ND, 58078

1200 Gehl Drive
Yankton, SD 57078

Ph: (800) 843-3324

Ph: (800) 762-5557

Ph: (605) 665-8415

Fax: (605) 995-6500

Fax: (701) 282-3039

Fax: (605) 665-0810

www.trailking.com

Quoted price \$ 17,800.00 - includes freight + set-up

Sign Here: _____

Date: _____

** Freight charge to be determined at time of shipment.** *Estimated freight + delivery in quote*

Approved change orders will be subject to a change order fee.

Terms and Conditions

- Prices effective 9/24/2018. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure productions slot.
- Promised Date subject to change under following conditions:
 1. Change in customer credit status.
 2. Approval drawing not signed promptly.
 3. Down payment not received promptly.
 4. Customer change order modifying design, manufacturing or sourcing time.

May 25, 2022

RE: Procurement of Compact Excavator

Attn: Peterson Cat

The City of Sandy Public Works Dept. is requesting quotations to furnish a new excavator. The city is a member of Sourcewell, please reference our account number **97344** and any associated discount in the quotation. While reviewing qualified quotes, the city will follow OAR 279B.070 criteria to determine which quote best serves the needs of the city. Scoring criteria will include, product price, included warranty, service experience/availability, and product features and functionality. The city is requesting quotations back at your earliest convenience. Please include estimated procurement lead time for quoted equipment.

Below are the items requested for quotation along with required features and functions. Non-standard features shall be listed individually separate from machine price.

Excavator

- Operating weight range of 10,000lbs-14,000lbs
- Safety LED lighting
- Three digging buckets – 18", 24", muck/grading
- Fully temperature controlled enclosed cab
- Rubber tracked
- Hydraulic thumb
- Hydraulic bucket connection
- Auxiliary implement hydraulic connection
- Angle grading blade
- Mower/flail attachment

~~\$105,761.72~~
\$116,864.12

Trailer

- New product
- Capable of safely towing quoted excavator
- Included all necessary safety lighting
- Electronic brakes
- Tilt deck with stationary deck
- Pintle hitch

~~\$17,548.68~~
18,506.96

If you have any questions regarding the items above, please contact Jake Rutledge 971-404-8601

Completed quotes and questions can also be submitted via email to Jrutledge@ci.sandy.or.us

PETERSON

Jul 24, 2023

CITY OF SANDY

ATTN ACCOUNTS PAYABLE
 39250 PIONEER BLVD
 SANDY Oregon 97055
 Attention: JAKE RUTLEDGE

RE: Quote 217469-01

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 305 Compact Construction Equipment

MACHINE SPECIFICATIONS

305 07A CR MHE CFG14A	610-5461
INCLUDES:	
576-7009 305 07A CR MINI EXCAVATOR	
611-2416 ENGINE, EPA TIER 4 FINAL	
579-8859 ELECTRICAL ARR, C1.7 HRC	
527-7599 BOOM, SWING	
584-4306 LINKAGE BUCKET W/LIFTING EYE	
576-7025 CAB, WITH HEAT AND A/C	
600-4380 HOLDER, GREASE GUN	600-4380
595-9905 HYDRAULIC OIL	
579-8852 ALARM, TRAVEL	
557-1709 SOFTWARE, PROPORTIONAL CONTROL	
557-1710 SOFTWARE, STICK STEER CONTROL	
557-1711 SOFTWARE, 2 WAY CONTROL	557-1711
557-1713 SOFTWARE, CODED START	
STICK, LONG, 2- AUX, ANGLE BLD	596-7649
TRACK, 16", RUBBER BELT	527-7627
LIGHTS, LED	579-8868
MONITOR NEXT GEN, CAMERA READY	579-8876
INTEGRATED RADIO	579-8873
PRODUCT LINK, CELLULAR PL243	579-8889
CAT KEY, WITH PASSCODE OPTION	522-6460
BELT, SEAT, 3" RETRACTABLE	510-6085
COUNTERWEIGHT, EXTRA, 530LBS	582-7126
BLADE, ANGLE, BOCE	597-0755
LIGHTS, LED, REAR	579-8870
CAMERA, REAR VIEW	579-8892
REAR MIRROR, CAB	601-7747
CONTROL, QC, 3 LINE	584-4311
LINES, QC, LNG STK, 3 LINE	586-0416
THUMB, HYD + COUPLER, PG, HYD, 5T	575-0492

BUCKET-HD, 18", 3.1 FT3, 5T	464-9909
BUCKET-HD, 24", 4.6 FT3, 5T	464-9911
PINS, BUCKET, 45MM	282-2785
KIT, WINDOW, FRONT, POLYCARB	571-3698

SELL PRICE	\$127,477.17
SOURCEWELL MEMBER DISCOUNT AT 20% OF CAT CONTENT	(\$25,471.40)
FLAIL MOWER, MOUNTING, FREIGHT, PDI, POLY GUARD INSTALL	\$3,860.00
US MOWER EX30 FLAIL MOWER	\$10,336.00
CORP ACT SURCH (0.57%)	\$662.35
TOTAL BALANCE	\$116,864.12

WARRANTY

Standard Warranty: 24 Months, 2000 Hours Standard Warranty

ADDITIONAL CONSIDERATIONS

- Quoted as per Sourcewell Contract# 011723-CAT

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Joe Lindberg
Machine Sales Representative
Peterson CAT
(503) 880-6648
JALindberg@petersoncat.com

ATTENTION: Joe Lindberg

Sourcewell Quote Valid for 7 Days

Reference No: 251038MJP

Ship To:
 City of Sandy Public Works
 Sandy, Oregon 97055

Phone:
FAX:

Bill to:
 City of Sandy Public Works
 Sandy, Oregon 97055

Customer Unit/Stock:
Phone:
FAX:

PO#
Quote Date 07/24/2023
Order Date
Order Status Quote

Sales Person Michael Pitts
Sourcewell Discount 12%
Addl Disc/Terms 0%
 Net Due 30 Days

Appx Completion 72 (weeks)
Other Charge
Product ID FT-16 IT-I Drop Deck - Tilt
Serial No

Shipping Notes: Delivered / Invoiced via Peterson CAT

Drawing No: **OVL Length:** 26

Notes: Sourcewell - Contract #092922-FTS

Copy No:
Part No:
MRP No:
Smart No: 51626
Appx Wgt +/-:
 4,300 lbs

Item Type	Options	Description	Add Qty	Unit	Total Qty	Total Amt
Base Trailer		FT-16 IT-I		Each	0	\$17,126.00
Stationary Deck	✓	Stationary Deck	1	Feet	5	\$334.00
Deck Length		Add Tilt Deck Length (Includes 2' Steel Punch Plate Approach)		Feet	16	\$0.00
Stationary Deck Type		White Oak 2" Nom		Std	1	\$0.00
Deck Type		White Oak 2" Nom		Std	1	\$0.00
Appx Deck Height	✓	21.5" Loaded, 23.5" Unloaded		Inches	1	\$0.00
Width		102" OD, 81" ID		Std	1	\$0.00
Tie Downs		D-Rings, 5/8" Straight		Std	10	\$0.00
Brakes		Electric, FSA (Fwd Self Adj) On All Axles		Std	1	\$0.00
Axles		8K Oil Bath Drop		Std	2	\$0.00
Suspension	✓	Rubber Torsion, 42" Spread		Opt	1	\$942.00
Tires & Wheels		215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel		Each	4	\$0.00
Hitch Length		Center of Coupler to Headboard, Appx		Feet	5	\$0.00
Hitch Type		2.5" Adjustable Lunette Eye/Pintle, [C] 42,000 lb Plate Mount (5/8" Bolt)		Std	1	\$0.00
Hitch Height		Approximate Adjustment Hitch Range 14.5" to 23.5" (21.5" to 26" if Hyd)		Std	1	\$0.00
Jack		12K w/ Spring Loaded Drop Leg, Side Wind		Std	1	\$0.00
Plug		7 Pole RV		Std	1	\$0.00
Lights		LED,4 tail light system, Sealed Wiring Harness (Tail lights located on rear of fenders)		Std	1	\$0.00
Trailer Color		Felling Black # CCA945378 (White Felling Decal)		Std	1	\$0.00
Standard		3/8" Safety Chains, Grade 70		Std	1	\$0.00
Standard		Dual cushion cylinders		Std	2	\$0.00
Standard		Document Holder		Std	1	\$0.00
Option	✓	Toolbox, Medium 57" x 16" x 11", Bolt on with Lockable Cover, 4.9 Cu Ft		Each	1	\$515.00
GVWR		18,400 lbs		Std	1	\$0.00



**MSO's are not released until
 Payment Received**



****FOB IF NO FREIGHT charged****

**** FET Tax may apply on 26,000 lb GVWR
 and above ****

****State and Local taxes may not be
 reflected in quoted price****

Please sign and date your acceptance of this quote:

Standard List Price:	\$18,917.00
Sourcewell Discount:	\$2,270.04
Sub Total:	\$16,646.96
Net Cost:	\$16,646.96

Sourcewell Freight:	\$1,860.00
Material Surcharge:	\$0.00
Other Charge (see above):	\$0.00
Sales Tax:	\$0.00
License Fees:	\$0.00
FET TAX (Less Tire Deduct):	\$0.00
TOTAL U.S.D.	\$18,506.96

August 11, 2023

To whom it may concern

This letter is being written regarding the purchase of a mini excavator by the city of Sandy Public Works department. After researching machines and dealers it has become clear that the most cost-effective machine for the city to purchase is a Deere 50G from Pape Machinery. This conclusion was made due to several factors. This machine comes with all the features deemed necessary by the Public Works department such as a 4-way tilt grading blade, appropriate sized trailer, and operator protection from mowing debris available from the factory. Other machines that were researched either did not come with all these features or were more expensive than this machine.

The dealership and parts distribution center for John Deere are the closest facilities to the City of Sandy which will result in a cost savings in time and fuel spent transporting the equipment for repairs, service, and picking up parts. The proximity to the parts distribution center will ensure parts are more readily available, reducing the time the machine has to be out of service for routine maintenance and repairs.

Jake Rutledge

Public Works Maintenance Supervisor



STAFF REPORT

Item # 4.

Meeting Type: Council Meeting
Meeting Date: August 21, 2023
From: Andi Howell, Transit Director
Subject: Oregon Department of Transportation Grant Agreement No 35396

DECISION TO BE MADE:

Whether to authorize the City Manager to sign the grant agreement between Sandy and Oregon Department of Transportation (ODOT) Grant Agreement No. 35396.

BACKGROUND / CONTEXT:

Capital improvements including the procurement of electric vehicles were identified in the Transit Master Plan, adopted by City Council in April 2020. In pursuit of fulfilling the Transit Department's goal to transition to low and no emission vehicles, Transit applied to the Federal Low and No Emission Grant Program. The Low-No Program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses. This also includes acquisition, construction, and leasing of required supporting facilities.

This is a national, competitive grant program. In August of 2022, Sandy Area Metro (SAM) was awarded \$2,081,883 in support of a \$2,438,645 project. Although the award announcement occurred 2022, the applicable grant funding cycle is FY24 - FY26.

KEY CONSIDERATIONS / ANALYSIS:

This project will lead to the purchase of 2 35' electric vehicles to be used on the SAM Gresham route. The purchase includes all equipment and supplies necessary to put the vehicle into service. Workforce training will be included to ensure staff have proper education to use all equipment procured with these grant funds.

This project was included in Sandy's BN 23-25 adopted budget.

BUDGET IMPACT:

Total Project Estimate:

\$2,438,645

Grant Amount Awarded:

\$2,081,883

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to sign City of Sandy/State of Oregon Grant Agreement No. 35396.

SUGGESTED MOTION LANGUAGE:

“I move to authorize the City Manager to sign Grant Agreement No. 35396 for the procurement of 2 35’ Class A electric vehicles, their charging and maintenance equipment, and workforce training.”

LIST OF ATTACHMENTS / EXHIBITS:

Attachment A: Grant Agreement No. 35396

Attachment B: Grant Application

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **City of Sandy**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **June 29, 2023** 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 before **June 30, 2027** (the "Expiration Date"). 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.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$2,438,645.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$2,081,883.00** (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.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds.

- i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's**

interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must

complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of

State and which under the provisions of this Agreement would have required the approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to

correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. Indemnification.

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to

State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

City of Sandy, by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

By _____
Karyn Criswell
Public Transportation Division Administrator

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____
Valerie Egon

Name _____
(printed)

Date _____
03/27/2023

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Assistant Attorney General

By _____
Recipient's Legal Counsel

Name _____
Sam Zeigler by email
(printed)

Date _____

Date _____
05/21/2021

Recipient Contact:

Andi Howell
16610 Champion Way
Sandy, OR 97055
1 (503) 4890925
ahowell@ci.sandy.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.state.or.us

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

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5339(b) City of Sandy 35396				
P-21-3727-01 Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$1,014,671.00	\$862,470.00	\$152,201.00	Local
P-21-3727-01 Item #2: Bus STD 35ft				
	\$1,014,669.00	\$862,469.00	\$152,200.00	Local
P-21-3727-02 Item #1: Misc. Electric / Power Equip				
	Total	Grant Amount	Local Match	Match Type(s)
	\$295,000.00	\$265,500.00	\$29,500.00	Local
P-21-3727-03 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$114,305.00	\$91,444.00	\$22,861.00	Local
Sub Total	\$2,438,645.00	\$2,081,883.00	\$356,762.00	
Grand Total	\$2,438,645.00	\$2,081,883.00	\$356,762.00	

1. PROJECT DESCRIPTION

Vehicle Replacement

Purchase 1 transit vehicle as follows: useful life - 12 years; approximate length - 35 feet; estimated number of seats - 29; estimated number of ADA securement stations: 2; fuel type: battery electric.

Purchase includes all equipment and supplies necessary to put the vehicle into service. In addition workforce training will be included to ensure staff have proper education to use all equipment procured with these grant funds.

The following vehicle has been approved for replacement in this agreement:

V001900; 2017/Gillig Low Floor; 15GGB2710H1186916

Vehicle Expansion

Purchase 1 transit vehicle as follows: useful life - 12 years; approximate length - 35 feet; estimated number of seats - 29; estimated number of ADA securement stations: 2; fuel type: battery electric.

Equipment

This Agreement funds the purchase of two charging stations, including extended warranties purchased as part of the initial procurement (not to exceed the useful life of the equipment), installation costs, hardware, software, and supplies required to put the equipment and vehicles into service. Capital equipment covered under this Agreement is defined as a tangible item with an aggregated purchase price of \$5,000 or more and with a useful life of at least one year. In addition, workforce training will be included to ensure staff have proper education to use all equipment procured with these grant funds.

2. PROJECT DELIVERABLES, SCHEDULE and USE

*Vehicle Replacement, Expansion and Equipment
 All purchases and installations must be completed prior to the expiration date of this Agreement.*

*Expected order date: July 1, 2022.
Expected delivery date: June 30, 2025.*

Due to supply chain issues vehicles not meeting useful life requirements at time of agreement, must continue to be in service and accumulating miles to be eligible for replacement.

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 and associated equipment and supplies needed 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 remain 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 is required to create and maintain an equipment maintenance plan for equipment valued at \$50,000 or more, including non-rolling stock vehicles and shop equipment. This plan helps ensure that equipment is maintained in a state of good repair utilizing the original manufacturer equipment maintenance intervals and requirements. Recipient will provide State a copy of the maintenance plan upon request.

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.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include State grant funds, 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 funding.

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.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles and equipment purchased under this Agreement as long as the vehicles and equipment remain in public transportation service. All equipment must be in a written inventory and reported to State as a capital asset. All equipment with a value of \$50,000 or more, and all non-revenue vehicles subject to this Agreement, shall be included in Recipient's Transit Asset Management reporting to State.

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. 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. 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.

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	Federal Funding Agency	CFDA Number	Total Federal Funding
5100.1	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.526 (5339)	\$2,081,883.00

Administered By
Public Transportation Division
555 13th Street NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

4. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

e. ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient

shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

FY 2022 Low or No Emission Grant Program and the Grants for Buses and Bus Facilities Competitive Program

Applicant and Proposal Profile

Is this a resubmission due to an invalid/error message from FTA? Yes No

Is this application for: Low-No (FTA-2022-001-TPM-LWNO)
(If applying to both programs, please check both boxes) Buses and Bus Facilities (FTA-2022-002-TPM-BUSC)

Note: If applying to both programs, applicants should enter information for both programs on this form but **Must** submit the application package including the Supplemental Form and attachments, to **Each** respective Opportunity ID on Grants.Gov for each program. That is, complete 1 form, but submit it to both programs in Grants.gov.

Section I. Applicant Information

Organization Legal Name:

FTA Recipient ID Number:

Organization Chief Executive Officer:

Applicant Eligibility: Direct or Designated Recipient
 State
 Local Governmental Authority
 A Federally-Recognized Indian Tribe

Project Location: Small Urbanized Area (50,000-199,999 people)
 Large Urbanized Area (200,000+ people)
 Rural (less than 50,000 people)

Description of services provided and areas served:

The City of Sandy is located in Clackamas County, Oregon, and named after the nearby Sandy River. The City is known as the "Gateway to Mount Hood," serving as the western gateway to the Mount Hood Corridor, 25 miles east of Portland. The City has a population of approximately 11,633 and owns and operates its own regional transit service known as Sandy Area Metro (SAM).

SAM's fixed route commuter services operate from the transit center located in the center of town at the Centennial Plaza. SAM is a critical regional connection for Clackamas County providing intercity service to the Portland Metro area via TriMet's bus and MAX light rail system, at the Gresham Transit Center. SAM is also a regional connection to eastern Clackamas County pulsing with Hood Express at the Sandy Transit Center.

Sandy Transit was once part of the TriMet service district. In 1999, the City of Sandy was granted a withdrawal from the TriMet District and began providing its own transit service in 2000. Initially, the City had one transit vehicle and provided fixed route service between Sandy and Gresham. Shortly thereafter, door-to-door demand response service (SAM rides, formerly known as STAR) was offered for all residents within a quarter mile of Sandy's city limits, ensuring that all residents would be able to connect to the fixed route system. By the ninth month of operation, peak-hour service was added and the SAM rides route was extended to serve more of Sandy's

neighborhoods. During its second year of service, Sandy Transit provided 125,000 rides.

In 2003, the City added commuter service between Sandy and Estacada to provide service to a relatively isolated neighboring community. The following year, the City assisted the mountain community in implementing fixed-route service between Sandy and the Villages at Mt. Hood. Sandy Transit service has grown from one fixed-route to three fixed routes, and two demand-response programs.

In late 2016, a third deviated route was added. A local circulatory community route, called the Shopper Shuttle, quickly rose in ridership, increasing by 89% from 2017 to 2018 and another 76% in 2019.

Between 2000 and 2008, the newly formed Sandy Transit Department provided increasing levels of service and also saw a steep increase in ridership. The dramatic increases in the ridership levels for 2006-2008 can be attributed to an increase in frequency on the Gresham route to half-hourly, rising gas prices, fareless rides, and an economic recession. In 2020, when the pandemic hit, and as with all transit agencies across the nation, SAM ridership declined. Unlike some agencies, though, SAM ridership remained between 50-70% during COVID and no service cuts were made.

Sandy Transit was a fareless system, supported by local business tax and grants until October 2013. Due to a loss of Federal funding and local support for charging a modest fare, the Sandy City Council passed a resolution to charge \$1.00 per trip. Fixed route service returned to fareless within city limits in 2016. Passes are also offered at a reduced rate for frequent riders and ADA riders enjoy free in-town dial-a-ride service.

As stated in the updated 2020 Master Plan (TMP), SAM's goals are: to provide safe, efficient, high-quality transit service that gives Sandy residents, workers, businesses and visitors more freedom to meet their needs within the city, the region and the state; and to create a transit system that offers an alternative to private automobile use, supports efficient use of roadways and reduces air pollution and energy use. In working towards those goals of connecting community we are advancing racial equity and creating and maintaining good-paying careers. The transit service operates out of its own operations facility, where it shares space and supports a partner transit agency owned and operated by Clackamas County, the Mount Hood Express and Villages Shuttle service.

Section II. Project Information

About the Project

Project Title: Sandy Area Metro Zero Emission Bus Project
(Descriptive title of this project)

Project Executive Summary:

SAM, in partnership with ODOT, Proterra and PGE, will deploy two battery electric buses on fixed routes servicing the cities of Sandy and Gresham Oregon. Incorporating 35' electric buses into our current fleet of 35' diesel buses will begin the process of electrifying our fleet. This will reduce emissions, improve ride quality and develop the relevant skills and experience necessary to reach our goal of operating zero emission buses, a goal identified in the 2020 TMP.

Project Statement of Work (one sentence summarizing request):

The goal of the project is to begin the electrification of our fleet by procuring two electric buses, two charging stations and related infrastructure, and provide necessary training and development to drivers and staff.

- Propulsion Type: Battery electric
 CNG
 Diesel
 Diesel-electric hybrid
 Gasoline
 Hydrogen fuel cell
 Other

If Other, specify:

- Project Type: Bus Replacement

Number of buses to be replaced:

- Bus Rehabilitation

Number of buses to be rehabilitated:

- Bus Expansion

Number of buses for service expansion:

- Bus Facility Replacement
 Bus Facility Rehabilitation
 Bus Facility Expansion
 Bus Equipment
 Other

If Other, specify:

Climate Change

For Buses and Bus Facilities Projects, please describe the significant community benefits relating to the environment. See NOFO Section E.2 for additional guidance:

By deploying a battery electric Proterra ZX5+ bus in place of the existing diesel vehicle, Sandy Area Metro will reduce the energy consumption, emission of harmful particulates and emission of greenhouse gases associated with its fleet. Reduction of the emissions when traveling to Gresham is particularly important as they have been identified as disadvantaged, as noted in the Climate and Economic Justice tool. In addition, electrification aligns with the state goals of reducing pollutants.

Environmental Justice Populations

Is there an environmental justice population(s) located within the service area? Yes No

Describe the environmental justice population(s) and the anticipated benefits resulting from the project for those population(s) (see NOFO Section E.2):

The electric buses will be primarily assigned to serve vulnerable populations in the City of Sandy. Based on the 2020 American Community Survey data, 8.4% of residents live in poverty, 10.7% are Hispanic, 10.1% are disabled and 10.6% of the population are over the age of 65. Electric buses provide sustainable zero emission transportation that will improve job and school opportunities and improve mobility for vulnerable populations while eliminating carbon emissions and other harmful pollutants.

Racial Equity/Barriers to Opportunity

Does the project address racial equity or barriers to opportunity (see NOFO Section E.2)? Yes No

If yes, please describe:

The Hispanic and Latino community are 10.7% of Sandy's population and were identified as disadvantaged population during the Transit Master Plan process. Barriers to outreach of that population were mitigated such as multi language meetings and information and consideration of event location and outreach. The SAM Gresham serves as a regional connection to surrounding towns and the Portland Metro area. This provides access to better employment opportunities, education and healthcare.

Creating Good-Paying Jobs

Applicants for facility projects, please describe how the project will support creating good paying jobs (see NOFO Section E.2):

N/A

Zero-Emission Fleet Transition Plan - Workforce Involvement

For zero-emission projects, please explain how workforce representatives were included in the development of the workforce plan of the Zero-Emission Transition Plan and which of the three elements described in the NOFO Section E.2 were used to maintain job quality and avoid displacement of the existing workforce:

Bus operators, dispatchers, maintenance staff and the general manager were considered. Sandy will use element 3, reskilling workers as a strategy to retain, retrain and recruit employees into good paying jobs with the choice of a union and equitable access to training and support. Examples are: Vehicle Introduction, Operator Training, Technical Training 1, Plug-in Charger Maintenance, Technical Training 2, Advanced bus diagnostics, Composite Body Repair and Overhead Charger Maintenance.

Justice40

Does the project support the Justice40 Initiative? Yes No

Describe how the project supports the Justice40 Initiative and the benefits provided (see NOFO Section E.2):

Passengers served self report (FY22 annual on-board surveys) an inability to make the trip if public transit were unavailable (67%), low incomes (69% under \$19,999), higher % of Hispanic populations than the general population and higher % of those 60 years and over than the general population. These populations were identified in the public outreach of the Sandy Transit Master Plan when considering future services goals and objectives. Two public outreach events, two stakeholder meetings, on board surveys of passengers, on line surveys, two presentations to the City Planning Commission and 2 presentations to the City Council were conducted during the Master Plan with Hispanic speaking individuals and materials included.

Describe the methodology used to determine the project meets the Justice40 Initiative (see NOFO Section E.2):

SAM recently conducted annual on-board surveys. Those survey results were applied to FY22 estimated ridership, a conservative estimate due to decreases in ridership as compared to pre-COVID ridership levels. Census and ACS data were also used to understand passenger statistics in comparison to the general public. Finally, the Transit Master Plan, which was adopted in April 2020, was used. The Transit Master Plan conducted considerable outreach to the public, stakeholders and passengers over an 18 month period before adoption. The Hispanic population was identified as disadvantaged population during the Transit Master Plan process and barriers to outreach of that population were used such as multi language meetings and information and consideration of event location and outreach. The routes to which the battery electric buses which would be funded by this project will be primarily assigned to serve the identified vulnerable populations in the City of Sandy.

Justice40 Population Impacted

Justice40 Disadvantaged Community Served as Identified in the NOFO Section E.2

Actual or Estimated Annual Ridership Count

Low Income	89,495
Hispanic and Latino	86,901
Elderly and Disabled	30,594

What is the percentage of Disadvantaged Communities within the project area? %

Was this estimate generated using the Justice40 online mapping tool? Yes No

Project Budget

Description	QTY	Federal Amount Requested	Local Match Amount	Other Federal Funds	Other	Total Cost
Sandy Area Metro Zero Emission Project	1	2,081,883	318,512	0	0	2,400,395
Total:		2,081,883	318,512	0	0	2,400,395

Does the project budget include funding for workforce development activities or training at the National Transit Institute (NTI)? Yes No

For zero emission projects, is 5% of the project budget for workforce development training as outlined in the applicant's Zero-Emission Transition Plan? Yes No

If no, please explain why the full 5% is not needed:

N/A

Matching Funds Information

Matching Funds Amount:

Source of Matching Funds:

Payroll Tax, available

Supporting Documentation of Local Match:

Monthly budget report, March. Beginning balance held as contingency and available.

Project Scalability

Is project scope scalable? Yes No

If Yes, specify minimum Federal Funds necessary:

Provide explanation of scalability with specific references to the budget line items above:

This project is scalable with the purchase of one bus rather than two.

Project Timeline (Please be as specific as possible)

Timeline Item Description

Timeline Item Date

FTA Award and & Sub-recipient Contract Execution	07/01/2022
Project Planning and Initiation	08/08/2022
Requirements Analysis	09/08/2022
Bus Procurement & Build	10/01/2022

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Infrastructure, Procurement, Design & Build	03/01/2023
Bus & Infrastructure Deployment	02/01/2024
Deployment Validation	03/01/2024
Project Close-out	06/30/2024
Project Management, Administration, Reporting & Control	12/31/2024

Congressional Districts (Project Location)

Congressional District

OR-003

Partnership Provision

Note: the partnership provision is only applicable to low or no emission projects that are applying to the Low-No Program or both the Low-No and Bus Program. Projects applying only to the Bus program are not eligible to use the partnership provision. See NOFO Section C(1).

Is this application a partnership between an eligible applicant and one or more partners? Yes No

If yes, please list the partner(s) and describe their qualifications:

Proterra is a leader in the design and manufacture of zero-emission electric transit vehicles and EV technology solutions for commercial applications. Proterra's battery electric buses (BEBs) enable operators to eliminate the dependency on fossil fuels and to significantly reduce operating costs while delivering clean, quiet transportation to the community. Proterra has sold more than 1,000 BEBs to 135 communities across 43 U.S. States and Canadian provinces. Since 2004, Proterra's technology has been proven through more than 25 million service miles in zero-emission heavy-duty transit applications. Designed from the ground up to be electric, the Proterra ZX5+ has the most energy storage on board any battery-electric bus in its class for the longest range.

To provide operators with a comprehensive set of products to deploy and scale their EV fleets, Proterra also offers a turn-key approach to delivering the complete energy ecosystem for BEBs. In addition to high-power charging systems, Proterra Energy fleet solutions include charging infrastructure design, build, financing, operations, maintenance and energy optimization.

Proterra buses have prevented more than 140 million pounds of greenhouse gases from entering the atmosphere and avoided burning 8 million gallons of fuel. Their research and development lab and manufacturing facilities are located in Southern California and South Carolina. Proterra ZX5+ buses are designed and built in the USA by American workers. They are committed to providing 100% battery-electric fleets and delivering clean, quiet transportation. Proterra embraces the US Department of Transportation's vision for an infrastructure model that prioritizes domestic job growth and technological innovation, through a commitment to strengthening the US transit industry and creating jobs in the US through domestic manufacturing and partnering with transit agencies.

Section III . Evaluation Criteria

*** Address each of the evaluation criteria as described in the Notice of Funding Opportunity.***

Demonstration of Need

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Sandy Transit works to be a public role model in Oregon's effort to create zero emissions region. As residents are trending toward electric automobiles, Sandy Transit feels it is important to set the bar high, using taxpayer money wisely and do its part to reduce emissions in this environmentally sensitive area. Sandy Transit also seeks to be a leader in rural public transportation in partnership with the State demonstrating the ability for zero emission vehicles to be a valuable part of rural public transportation.

It is the intention of Sandy to begin this transition to zero emission through the deployment of battery electric transit vehicles on its SAM-Gresham route.

Sandy will reduce energy consumption by transitioning from 35' diesel fueled vehicles to 35' battery electric vehicles. Sandy currently uses 4 large diesel vehicles in rotation to provide regional service between two counties. Monday through Friday two buses operate daily, each running for 16 hours or a total of 32 revenue hours and 768 revenue miles daily. Saturday one bus runs for 16 hours and 384 revenue miles and Sunday one bus runs for 8 hours and 192 revenue miles. Due to the length of time the buses are out, two electric vehicles and the necessary charging infrastructure will be needed to replace one diesel bus, increasing the peak pullout calculation by taking the scheduled standby bus into consideration.

Sandy will reduce harmful emissions by Sandy is requesting one bus as a replacement bus and one as an expansion to the fleet to replace a 2017 Gillig which will have reached its useful life in mileage in 2024 as the new bus arrives (CIP attached). This bus will be kept as a contingency vehicle as the electric vehicles are introduced to the fleet. Installation of the chargers will begin in FY 2023 as phase one upon award of this project. Phase two will be the deployment of the vehicles which will occur at the end of FY 2024.

Sandy is currently working toward a Transit Master Plan goal of launching a new route to Happy Valley, Oregon. This is a very long commuter route that will serve Boring, Oregon its surrounding areas that currently has no service while also providing Sandy residents an available public transit route to goods and services, such as the Kaiser Health Center and the Clackamas Town Center. This route will connect to the Metro Region's TriMet Transit Service at the Town Center.

Without FTA funding, Sandy could not purchase these battery electric buses and charging stations due to the high incremental cost compared to diesel buses.

In 2017, Governor Brown issued Executive Order 17-21, directing state agencies to accelerate zero emission vehicle adoption to reduce greenhouse gases in Oregon. In turn, ODOT has encouraged public transit agencies to begin the process of vehicle electrification. ODOT's Group Transit Asset Management Plan emphasizes alternative fuels, with electric being the most environmentally friendly. The plan supports the 2010 Oregon Sustainable Transportation Initiative, ODOT's commitment to help Oregon reduce gas emissions by 75% below 1990 levels. Oregon's Public Transportation Advisory Committee is expecting public transit will move toward electrification and the Oregon Public Transportation Plan is focused on environmental sustainability and reducing greenhouse gas emission. Electrification is a national, state, regional and local priority supported by the many agencies involved in public transit.

Demonstration of Benefits

Note: If applying to both programs, be sure to select "yes" and provide a response to both questions below.

Is this an application to the Low-No Program? Yes No

Please describe the benefits of the proposed project per the statutory requirements of the Low-No Program (see NOFO Section E(1)(b)(i)):

The proposed project will allow SAM to remove one 2017 model year diesel fueled bus from service and deploy 2 zero-emission battery electric Proterra ZX5+ buses in its place. The bus being replaced operates for approximately 2,096 hours and consumes 6,602 gallons of diesel fuel each year. By deploying the Proterra ZX5+ buses in place of the existing diesel vehicle, SAM will take the first step toward eliminating our dependency on fossil fuels. Electrification of our fleet buses will significantly reduce operating costs while reducing the emission of harmful particulates and greenhouse gases associated with its fleet.

Sandy Transit's Proterra Buses Will Reduce Energy Consumption

The battery electric buses that SAM is proposing to put into service consume less energy per mile driven than buses that use other common propulsion technologies, such as gasoline, diesel and natural gas engines. The Proterra ZX5+ battery electric bus is the most

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energy efficient heavy-duty transit vehicle ever tested at Altoona, registering an overall average efficiency of 1.70 kWh/mile or over 22.14 MPG diesel equivalent. In comparison, the latest 35' low-floor diesel buses tested at Altoona registered an average of 4.26 mpg. The average fuel economy of the diesel bus that SAM will replace is 6.82 mpg. By deploying the Proterra ZX5+ and reducing the amount of energy required to move their bus, Sandy will reduce their overall energy consumption. In addition to the efficiency of the electric bus, the generation and transmission of electricity is more efficient than extracting, refining and distributing either diesel or compressed natural gas. A well-to-wheel energy analysis using AFLEET (a model developed by Argonne National Laboratory) shows that operating the battery electric bus instead of a comparable standard bus (model year 2017 diesel bus) will reduce the amount of energy that SAM uses each year by 0.7 terajoules (TJ).

Sandy Transit's Proterra Buses Will Reduce Harmful Emissions

By deploying the Proterra ZX5+ buses in place of the existing diesel vehicle, SAM will reduce the energy consumption, emission of harmful particulates and emission of greenhouse gases associated with its fleet. Deploying the zero-emission bus in place of the existing diesel vehicle will reduce the emissions associated with SAM's fleet by approximately 18 short tons of greenhouse gases, 256 lbs. carbon monoxide (CO), 719 lbs. nitrogen oxides (NOx), and 67 lbs. volatile organic compounds (VOC) annually. In addition, the project will prevent the release of 56 lbs. particulate matter under 10 micrometers (PM10) annually, 52 lbs. of which is fine particulate matter (PM2.5) that has a considerable health impact on the local community.

Sandy Transit's Proterra Buses Will Reduce Direct Carbon Emissions

The Proterra ZX5+ produces zero tailpipe emissions. In comparison, a single diesel bus running 36,000 miles per year (national average) produces an astonishing 201,000 pounds of CO2 every year. Thus, over the 12-year life of a typical transit vehicle, replacing a diesel bus results in 2,412,000 pounds of carbon emissions during the battery electric bus's 12-year useful life.

Is this an application to the Buses and Bus Facilities Program? Yes No

Please describe the benefits of the proposed project per the statutory requirements of the Buses and Bus Facilities Program (see NOFO Section E(1)(b)(ii)):

The proposed project will allow SAM to remove one 2017 model year diesel fueled bus from service and deploy 2 zero-emission battery electric Proterra ZX5+ buses in their place. The one bus being replaced operates for approximately 2,096 hours and consumes 6,602 gallons of diesel fuel each year. By deploying the Proterra ZX5+ buses in place of the existing diesel vehicle, SAM will eliminate dependency on fossil fuels which will significantly reduce operating costs while reducing the emission of harmful particulates and greenhouse gases associated with its fleet.

Sandy Transit's Proterra Buses Will Reduce Energy Consumption

The battery electric buses that SAM is proposing to put into service consumes less energy per mile driven than buses that use other common propulsion technologies, such as gasoline, diesel and natural gas engines. The Proterra ZX5+ battery electric bus is the most energy efficient heavy-duty transit vehicle ever tested at Altoona, registering an overall average efficiency of 1.70 kWh/mile or over 22.14 MPG diesel equivalent. In comparison, the latest 35' low-floor diesel buses tested at Altoona registered an average of 4.26 mpg. The average fuel economy of the diesel bus that SAM will replace is 6.82 mpg. By deploying the Proterra ZX5+ and reducing the amount of energy required to move their bus, Sandy will reduce their overall energy consumption. In addition to the efficiency of the electric bus, the generation and transmission of electricity is more efficient than extracting, refining and distributing either diesel or compressed natural gas. A well-to-wheel energy analysis using AFLEET (a model developed by Argonne National Laboratory) shows that operating the battery electric bus instead of a comparable standard bus (model year 2017 diesel bus) will reduce the amount of energy that SAM uses each year by 0.7 terajoules (TJ).

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diesel bus results in 2,412,000 pounds of carbon emissions during the battery electric bus's 12-year useful life.

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Planning and Local/Regional Prioritization

The updated 2020 TMP states (Pg. 8) Sandy's goals of providing safe, efficient, high-quality transit service and providing alternative transportation that reduces air pollution and energy use also lines with the goals of the Oregon Public Transportation Plan. The TMP was created with input from riders, stakeholders and decision-makers in Sandy.

The Transit Master Plan identifies the addition of zero emission vehicles on page 30 and identifies it as a future agency goal. On page 55, the Plan states:

"Policy #7 - Reduce air pollution and energy use through strategies such as conservation, improved technology, and alternative vehicle propulsion. Action 7.1 Evaluate the costs, benefits and savings of using electric vehicles to provide service. Invest in electric vehicles, charging stations, maintenance equipment and maintenance staff training when and as appropriate. Action 7.2 Evaluate the use of alternative fuels to reduce greenhouse gas emissions."

Local Financial Commitment

Sandy Transit collects a local payroll tax from Sandy businesses. This tax is readily available for use as match for this project. As illustrated in the attached Sandy Budget, Sandy Transit has \$1.5 million available in the beginning balance. Additionally, Sandy has partnered with PGE through an application to the Fleet Partner Program. This program assists agencies as they transfer their fleet both in the planning and development of infrastructure and through awarded funds and incentives.

Project Implementation Strategy

Can this project be obligated within 12 months? Yes No

If this project is chosen, the funds can be obligated upon contract. The project will take approximately two years to complete. Phase one would be the necessary infrastructure and training, phase two would be the bus deployment and continued training. Proterra has stated it currently takes approximately 14-16 months to design, build and deliver the vehicles, setting the project completion date at late FY 2024.

Technical, Legal, and Financial Capacity

Sandy is highly experienced in contract administration and possesses more than adequate infrastructure to ensure compliance. Transit staff are provided support from City resources such as Finance, Administration and Legal Counsel to ensure compliance with

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all required rules and regulations associated with a broad variety of funding sources. The City completed an annual audit, in
audit of federal awards. Internal controls are maintained through clear policy and procedures requiring multiple levels of review,
including Transit Director review for eligibility of expenses. Tyler is the accounting system of record and allows for regular financial
review, including budget to actual. The Finance Department shares monthly financial reports to monitor spending and reporting.



STAFF REPORT

Meeting Type: Council Meeting
Meeting Date: August 21, 2023
From: Andi Howell, Transit Director
Subject: Oregon Department of Transportation Grant Agreement No 35560

DECISION TO BE MADE:

Whether to authorize the City Manager to sign the grant agreement between Sandy and Oregon Department of Transportation (ODOT) in support of the Technology Program Implementation Project.

BACKGROUND / CONTEXT:

This grant agreement is from the Statewide Transportation Improvement Fund (STIF) Discretionary Fund. The STIF Discretionary Fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

Sandy Area Metro (SAM) applied during this competitive, discretionary process as the lead agency of a *Technology Program Implementation Project*. This agreement funds the procurement and administration of a contracted technology team to assess recipient's technologies, identify areas of redundancies/efficiencies, maximize the value of the current technology, and procure/implement a mobile payment option. The project will implement and improve several technology areas, all of which are designed to improve the passenger experience, promote coordination, and encourage resource sharing.

Sandy will lead the project in coordination with six transit agencies: Sandy (SAM), Canby Area Transit (CAT), South Clackamas Transit District, Clackamas County (MHX and Clackamas Shuttles), Hood River Transit District (CAT) and City of Wilsonville – South Metro Area Transit (SMART). Intergovernmental Agreements will be signed by each partner agency. In the event contracted time is spent on a partner agency, the partner agency will reimburse the City for the match amount.

This grant agreement becomes effective July 1, 2023 or when this Agreement is fully executed. The grant project total is \$450,000, with \$360,000 in grant funding and a \$90,000 match.

KEY CONSIDERATIONS / ANALYSIS:

One of the greatest influences in public transportation in recent years is technological advancements. Public transit vehicles are now equipped with camera systems, mobile data terminals (tablets), interior and exterior LED signs, GPS for “where’s my bus” location services, WIFI for customers and more.

SAM has all of the above, as well as new dispatch software that has mapping and “uber style” features. Often, transit procures new technologies that are difficult to set up correctly and needs IT knowledge and experience for updates and use.

This project will position SAM and SAM’s County partners as leaders in technology implementation in Oregon.

This project was included in Sandy’s BN 24-25 adopted budget.

BUDGET IMPACT:Total Project Estimate:

\$450,000

Grant Amount Awarded:

\$360,000

The City will issue an RFP to procure a team or agency. The team procured will be expected to conduct an RFP procedure for mobile payments on all Clackamas County providers for ease of customer access. The team will also analyze current technologies used, create best practices and warranties to be included in future procurements, identify technological gaps, redundancies, application errors, software upgrades and more.

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to sign City of Sandy/State of Oregon Grant Agreement No. 35560.

SUGGESTED MOTION LANGUAGE:

“I move to authorize the City Manager to sign Grant Agreement No. 35560 for Technology Program Implementation Project Administration.”

LIST OF ATTACHMENTS / EXHIBITS:

Attachment A: Grant Agreement No. 35560

Attachment B: Grant Application

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **City of Sandy**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** 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 before **June 30, 2025** (the "Expiration Date"). 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.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$360,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party

Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page

of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c.,

8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

City of Sandy, by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

By _____
Karyn Criswell
Public Transportation Division Administrator

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____
Valerie Egon

Name _____
(printed)

Date _____
06/16/2023

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Assistant Attorney General

By _____
Recipient's Legal Counsel

Name _____
Sam Zeigler by email
(printed)

Date _____

Date _____
02/01/2023

Recipient Contact:

Andi Howell
16610 Champion Way
Sandy, OR 97055
1 (503) 4890925
ahowell@ci.sandy.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.oregon.gov

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

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC City of Sandy 35560				
<i>Technology Program Implementation Project Administration</i>				
P-23-3762-01 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$450,000.00	\$360,000.00	\$90,000.00	Local
Sub Total	\$450,000.00	\$360,000.00	\$90,000.00	
Grand Total	\$450,000.00	\$360,000.00	\$90,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds the procurement and administration of a contracted technology team to assess Recipient's technologies, identify areas of redundancies/efficiencies, maximize the value of the technology in use, develop a technology maintenance plan, evaluate, update and maintain current technology and procure/implement a mobile payment option. Project will implement and improve several technology areas, all of which are designed to improve the passenger experience, promote coordination, and encourage resource sharing.

Recipient will lead project in coordination with six transit agencies: Sandy (SAM), Canby Area Transit (CAT), South Clackamas Transit District, Clackamas County (MHX and Clackamas Shuttles), Hood River Transit District (Columbia Area Transit) and City of Wilsonville - South Metro Area Transit (SMART) will collaborate on this project in an effort to share resources and create systems of data and information sharing.

This Agreement provides 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.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

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 implement a fare payment system and to produce a written plan that studies the following elements:

*Task 1: Mobile ticketing/fare payment system procurement and implementation
Deliverables: Request for Proposal, Selection of Vendor, mobile app technology plan.*

*Task 2: Technology needs assessment for Recipient and collaborating partners
Deliverable: Written assessment and plan that outlines description of technology used, recommended training of staff, staff members responsible, future training needs, future technology implementation, written documentation of procedures/best practices.*

*Task 3: Technology assistance in updating, maintenance and integration of technology used by Recipient and collaborating partners
Deliverable: Written procedures for ongoing maintenance, updates and shared data as part of the technology plan.*

*Task 4: Analysis of emerging charging management software.
Deliverable: Written list of available charging software and attributes.*

*Expected project start date: July 1, 2023.
Expected project completion date: June 30, 2025.*

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Associated costs incurred from the procurement process are included in the reimbursable expenses associated with this Agreement.

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.

5. REPORTING AND INVOICING REQUIREMENTS

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.

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$360,000.00
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Administered By
Public Transportation Division
555 13th Street NE
Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and

to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

Oregon Department of Transportation



STIF Discretionary and Statewide Transit Network Application: FY 2023-25

Applicant Information

Agency Legal Name

City of Sandy

Project Title

Technology Program Implementation

Agency Legal Address

16610 Champion Way, Sandy, Oregon 97055

Application Contact Name

Andi Howell

Application Contact Title

Transit Director

Application Contact Email Address

ahowell@ci.sandy.or.us

Application Contact Phone Number

(503) 235-6780

Name of Person Signing Agreement

Jordan Wheeler

Title of Person Signing Agreement

City Manager

Email Address of Person Signing Agreement

jwheeler@ci.sandy.or.us

Phone Number of Person Signing Agreement

503-668-5767

Agency Information

1. Transit Agency Type

City

1.A Does the agency have any existing grant agreements with ODOT?

Yes

2. What is the main type of service that will be supported by this award?

Fixed Route

3. Would this award support ongoing operations of an existing service?

No

Risk Assessment Information

4. Did your agency have any turnover of management or financial staff in the last two years?

No

5. Does your agency have an accounting system that allows you to completely and accurately track the receipt and disbursement of funds related to the award?

Yes

6. What type of accounting system does your agency use?

Combined

7. Does your agency have a system in place that will account for 100 percent of each employee's time?

Yes

8. Did your staff members attend required training and meetings during the previous biennium?

Yes

9. Was your agency audited by the federal government in the past two years?

No

10. Did your agency stay on budget in the past two years?

Yes

Agency Qualifications

11. Describe how your agency has the legal, managerial and operational capacity to perform and report on project progress within the scope, schedule and budget of the anticipated grant agreement. (Description of operational capacity should apply specifically for the workload of projects in this application.)

Sandy Area Metro (SAM) is owned and operated by the City of Sandy. As a department of the City of Sandy, the City provides legal, managerial and administrative support of the transit program. Sandy contracts with MV Transportation for the operational capacity of the department, including a general manager, road supervisor, dispatch, maintenance coordinator, utility worker and vehicle operators. The Transit Department maintains 2.8 FTE City employees as managerial staff, responsible for the management and compliance of many State and Federal grants. Sandy has applied for and successfully completed many grant funded projects for over twenty years. This project, if funded, will aide City staff in oversight of several other grant funded projects that require specialized knowledge, saving City staff time.

12. Certification of Compliance

By checking this box, the applicant certifies that if they are awarded funding, they will meet and

ensure compliance for the term of the agreement with applicable federal, state and local laws and regulations including, and not limited to, those pertaining to passenger transportation, civil rights, labor, insurance, safety and health.

Yes

13. Do you plan to use a Sub-Recipient or contractor to implement the grant supported activity?

No

14. If you seek the 10 percent match reduction, does the project meet one or more of the four factors identified in OAR 732-044-0005(4)(a)? Select each factor that you believe is exemplified by the proposed project.

Predominantly serves or provides access to and from rural communities

Serves an area outside of the applicant's geographic jurisdiction

Provides statewide benefits to multiple Public Transportation Service Providers outside of the area where the proposed project will be located

15. Will federal funds be used to complete this project?

No

Project Information

16.A Project Title

Technology Program Implementation

16.B Describe the project to be funded. Clearly describe what the requested fund award would be used to accomplish, detailing the specific tasks and deliverables. Where relevant, identify the origin and destination of the proposed service as well as each municipality visited along the route. Please see page 7 of the application instructions for additional guidance on writing a project description.

This project will fund a specialized project management team to assist Sandy and other collaborating agencies in the implementation of technology applications. A Technology Assessment for Sandy Transit prepared by Full Path Transit Technology and Trillium Solutions in October 2020 concluded "as a small provider and early adopter of technology, Sandy Transit is positioned to lead the way in developing the best methods to maintain systems at the smaller scale. Budgeting, maintenance and training are areas where many if not most small transit agencies struggle and where no readily replicable solutions have been established in the industry. If Sandy Transit is able to arrive at a solution that may also serve other small agencies in Oregon or elsewhere, we encourage the agency to document the approaches and share it with ODOT and present them at conferences or other knowledge-sharing venues." These funds would be used to contract a technology team that will assess the technology being used at Sandy Area Metro (SAM), identify areas of redundancies/efficiencies, maximize the value of the technology in use, develop a technology maintenance plan, evaluate, update and maintain current technology and procure/implement a mobile payment option. As agencies across the State utilize new grant funding for on board technology and emerging vehicle technology, such as electric buses, these maintenance plans can be shared to enhance the technological understanding of other smaller agencies, saving valuable and often unavailable staff time. Clackamas County partners understand the value of using shared data standards for more effective dissemination of information to riders and universal applications. Clackamas partners recently collaborated on a Request for Proposals (RFP) to select one common vendor for vehicle GPS, automated announcements, interior LEDs and new demand response software, allowing for shared knowledge and resources. Additionally, a STIF Discretionary funded analysis has been conducted to identify the needs of each service provider in the identification of a flash pass mobile ticketing solution to be used by all providers to collect fare payments and data. Currently, partners are engaged in the development of an integrated web site that will include all provider services, representing the providers as collaborators under a shared brand and vision and provide the passenger with easy trip planning capabilities. This funding

would enhance and support these projects. Task 1: mobile ticketing/fare collection. Deliverables: Request for Proposal, Selection of Vendor, mobile app technology plan. Task 2: Technology assessment for Sandy/collaborating partners. Deliverables: Assessment report of technology being used. A technology plan that outlines description of technology used, recommended training of staff, staff members responsible, future training needs, future technology implementation, thorough written documentation of procedures/best practices. Task 3: Technology assistance in updating, maintenance and integration of technology used by agency and collaborating partners and written procedures for ongoing maintenance, updates and shared data as part of the technology plan. Task 4: Analysis of emerging charging management software. Deliverables: List of available charging software and attributes. Applicability of use for collaborating partners (currently Wilsonville/Sandy, Proterra Electric Vehicle). Agencies involved in the original Integrated Fares Feasibility study were SAM, Canby Area Transit (CAT), Clackamas County, South Clackamas Transit District (SCTD) and South Metro Area Transit (SMART). The Vision Around the Mountain visioning process also identified the advantages of a shared fare payment system for the ease of the customer throughout the region and in the gains of efficiency/knowledge of a shared resource and Hood River joined the collaborative efforts. These providers operate throughout Clackamas, Hood River, Multnomah and Washington Counties. SAM originates in Sandy with destinations in Gresham and Estacada. Sandy, Eagle Creek, Estacada and Gresham are visited. CAT originates in Canby with destinations in Oregon City and Woodburn. Clackamas County's Mt Hood Express/Village Shuttle services originate in Sandy with Timberline Lodge on Mt Hood as the destination. Mt Hood communities such as Rhododendron, Welches, Government Camp and Brightwood are visited. Clackamas County also operates 2 shuttles. One originates at Oregon City Shopping Center and one at Clackamas Town Center. The Oregon City Shopper's destination is the Clackamas Community College (CCC) Oregon City Campus. The Clackamas Town Center shuttle runs a loop through the Clackamas Industrial Area. SCTD originates in the City of Molalla with connections at CCC and Canby. SCTD visits Liberal, Mulino, and Carus. SMART originates in Wilsonville with destinations in Canby, Salem, Tualatin and south end Portland.

17. What is the minimum project cost that will still allow your project to proceed?

\$275,000.00

18. Select the fund source(s) for which you would like to compete and that you believe your project is eligible to receive. Check all that apply.

STIF Discretionary

STIF Intercommunity Discretionary

19. Why is this an important project? What are the consequences of this project not receiving funding?

As noted in the Transit Technology Assessment Process Prepared by Full Path Transit Technology and Trillium Solutions (February 27, 2020) problem statement "technology offers immense benefits: increasing efficiency of operations, providing data for analysis, and improving the rider experience. But choosing the right tools, and implementing them successfully, can be challenging...small transit agencies often encounter particular challenges in technology due to their size and types of services they provide." Clackamas providers have worked together to procure on board ITS equipment, including MDTs, automated announcements, interior LED signs and dispatch software that will be utilized by all agencies. This creates the ability to share implementation strategies, best practices, policies, procedures and more across a region of providers. This project has the collaboration of agencies spanning 4 Counties in ODOT's Region 1. The inclusion of all of the small and rural public transit agencies in Region 1 makes this an important project by the number of agencies and passengers that stand to benefit. It provides the passengers with familiar equipment and the ability to use one app for all agencies. Without this funding, agencies will continue to work toward a collaborative and interactive website application which will provide trip planning tools but agencies will continue to be restricted by staff time and remain dependent on the vendors to meet their needs. This funding gives that valuable staff time back to the agencies, creating truly effective Information Systems that save future staff time, implements new integrated fare payment systems, ensure cross communication of the technologies being used, increases the reliability of the data

collected and plans for proper future maintenance and training, independent of the vendor. Due to the budget and staff sizes of these rural (and one small urban) agencies, specifically trained IT staff devoted 100% to transit equipment is just not currently feasible. This erodes the functionality of the technology systems and diminishes the worth and quality of the data collected, the applications purpose and the agency's confidence in the data collected. Without this funding, agencies will continue to procure and implement new technologies, however, at a much slower rate of implementation and without the the greater solution of best practices of integration, maintenance and training. As noted in the Fare Integration Feasibility Study Final Report (conducted by the agencies pg 13) the project plan recommends "Costs can be allocated for a project manager that will manage the implementation of the project, whether that is an internal or contracted resource." Also on pg 13, in Project Resources, Team Structure and Governance, "A project management and governance structure can be established to ensure the project proceeds effectively. A steering committee consisting of a representative from each agency can be established to provide project oversight and act as the decision-making entity." This project creates that project management team for the fare integration process as well as other on board technology equipment. These are obviously important aspects to proper implementation that will not exist without this funding due to constrained budgets and staff time. Without the creation of assessments and maintenance plans, agencies have no ability to make informed adjustments for better technology integration. Empirical data on use, uptime and performance empowers each agency to have more constructive conversations with manufacturers and suppliers. It should not be underestimated the time, effort and systems it takes to keep records updated and keep systems maintained.

20. Will this project involve breaking ground or any other activity that might require environmental review per federal requirements?

No

Oregon Transportation Commission Investment Priorities

Equity and Public Transportation Service to Low-Income Households

21. Describe how this project would support and improve access for vulnerable populations and/or historically marginalized communities.

SAM on board surveys demonstrate year after year that the majority of passengers on SAM's public transportation system are transit dependent individuals. 56% earn less than \$20,000 a year while 83% earn less than \$30,000. Nationally, 20 percent of household at or below the federal poverty line lack access to a car, with percentages of low-income African American and Latino households without a care even higher. Sandy passengers (16%) self report a Latino/Hispanic background at a higher percentage rate than the general Hispanic population in Sandy. 85% of Sandy passengers self reported not owning a vehicle. 42% reported that without the SAM service, they would not have been able to make the trip that day, with another 35% reporting they would have had to rely on a friend. 53% report they ride almost daily, with another 23% reporting they ride 3-4 times a week. Public transportation is often the only way these families can meet their basic daily needs such as getting to work, goods and services. With the widespread adoption of mobile devices, combined with transit applications, such as SAM's newly procured Passio and CTS systems as well as the intention to launch a mobile fare payment system, technology can facilitate the matching of drivers with riders. SAM partnered with all the Clackamas providers (excluding Wilsonville as they had just procured a new system) to launch a new vehicle locating service that includes a mobile app, on board automated announcements (for those with sight challenges), LED reader boards (for those with hearing challenges) and will include the equipment on the demand response service as well as new software. The new demand response software offers persons with disabilities the opportunity to increase autonomy thereby creating a more equitable form of transportation. Today, in an email from CTAA,

"Paratransit riders have the right to access appropriate transportation. But legacy systems that require advanced manual trip planning make spontaneous rides near-impossible and create additional workloads and limitations for transit providers. Tech-enabled software empowers agencies to automate their paratransit operations, reduce costs and offer on-demand services that drive efficiency and provide a superior rider experience". This technology program implementation will support the proper set up, implementation and maintenance of the types of tech-enabled software and equipment that improves services for vulnerable populations.

Coordination of Public Transportation Services

22. Describe how this project would improve the passenger experience, benefit multiple transit providers, or involve consolidation, coordination, or resource sharing between agencies, including use of transportation data and technology.

This project includes collaboration of six transit agencies, across four Counties. City of Sandy will be the lead organization. Sandy (SAM), Canby Area Transit (CAT), South Clackamas Transit District, Clackamas County (MHX and Clackamas Shuttles), Hood River Transit District (Columbia Area Transit) and South Metro Area Transit (SMART) will collaborate on this project in an effort to share resources and create systems of data and information sharing. This project will implement and improve several technology projects, all of which are designed to improve the passenger experience, promote coordination, and encourage resource sharing. As stated recently in Mass Transit magazine, "transit agencies across the country are attempting to improve consumer adoption of U.S. public transportation using a mix of modernization and expansion. Agencies need to enhance networks, solve for first-mile and last-mile gaps, improve bus stops and safety and create seamless passenger systems that allow for easy transportation planning and use of systems". The technology team procured with these grant funds will be tasked with following up on an earlier STIF Discretionary funded study that identified the best Fast Pass solutions to meet all of the (5) Clackamas regional agency's needs, creating a passenger-facing technology that will improve the passenger experience and allow passenger data collection. The Fare Integration final report (pg 13) recommended a project management and governance structure to ensure the project proceeds effectively, this project creates that project management team. Attached to this application are four support letters from partnering agencies. As agency's technology projects and staff resources are at varying levels, the format of this project structure, with Sandy as the lead agency, allows agencies to participate and collaborate at varying levels of commitment. For example, Hood River Transit District already utilizes a mobile ticketing app (Token Transit). However, they will be included and participate in the RFP process as we all strive to choose a system that can be utilized by all agencies. Beyond these regional partners, many of the deliverables outlined, such as technology plans that include usage of standardize data for transit collection and planning, shared mobile ticketing systems, shared websites, on board technology advancements and maintenance standards and more can be shared throughout the state as best practice models.

Environmental and Public Health

23. Describe how this project would go beyond providing an alternative to personal car use to reduce greenhouse gas emissions, reduce pollution, and/or support positive health outcomes. How does this project support applicant's climate planning efforts?

Technology projects are being launched to increase passenger satisfaction and encourage the use of public transit systems. Regaining passengers will take more than increased capacity. Using public transit will have to be easy, time efficient and enjoyable. This project will assist in the implementation of new MDTs, automated announcements, LED reader signs (already procured but not installed), create a shared fare payment method across agencies, identify efficient uses of on board cameras and WIFI. All of these technology projects increase the ease of transit use and improve the customer experience. These types of improvements also increase passenger safety. By improving access, ease of payment, ease of trip planning and more efficient route planning through the use of standardized data and vehicle location apps, the choice of public transportation in place of single occupant vehicle becomes a higher probability. An

analysis of current and emerging vehicle charging management systems are also included in a deliverable to assist Sandy and Wilsonville. While Wilsonville already operates Proterra electric vehicles, Sandy is currently in the beginning stages of electrification with 3 Proterra electric vehicles to be ordered in the near future.

Safety, Security, and Community Livability

24. Describe how the project would increase use and participation in active transportation, and support connections between transit and other travel modes like biking and walking.

In alignment with the Oregon Transportation Commission's priority to build, maintain and operate a modern, multimodal transportation system this grant application seeks to invest in and integrate technologies to improve transportation services and operations. This project will improve passenger amenities such as vehicle location services, automated announcements, integrated fare systems, security cameras, WIFI on vehicles and other technological amenities. Improvements in the function of these amenities, planning for future training of added technology, implementation of fares, all of these projects are transit investments that encourage the discretionary user to choose transit and/or multimodal transportation over vehicles. When a passenger has the ability to easily plan a trip, verify amenities provided such as bus stops and bike racks, easily pay a fare when necessary, especially when travelling between cities and counties, they are much more likely to choose transit or a multimodal style of travel than when none of those options are available. As stated in Mass Transit magazine (Aug 23, 2022), "improving consumer adoption of U.S. public transportation isn't simply a case of offering services ... spurring public transportation usage involves a complex mix of modernizing and extending the networks that exist... This process includes providing capacity in the right places, solving for the first-mile and last-mile gaps ... ensuring stops are truly safe and accessible by all ... Further, transportation agencies need to make it easier for consumers to use these services. Consumers want to easily plan their journey, use multiple forms of transportation to reach their destinations and pay for everything in one place". Supporting these rural agencies through funded project management of these technological improvements gives small, rural agencies that do not have the same staffing capabilities of larger, urban agencies, the ability to utilize the technological improvements that attract passengers, improve community livability and improve the agency's ability to collect and analyze data.

25. Describe how the project would support and improve safety of passengers in transit vehicles and safety of other roadway users.

As stated prior, this project will improve, enhance and implement several on board technology systems. While Sandy, and Sandy's partners, currently have onboard safety equipment such as cameras and communications, a deliverable task of this project is to improve those capabilities, assist in the installation, best practices and training of the new equipment to be installed and create interagency communication and best practices. For example, Sandy has recently had intermittent problems with one of our camera systems on several buses. With our small staff, it can sometimes take months to problem solve on site, communicate with the vendor, involve the City IT who have to familiar themselves with the equipment and more before this very important safety measure is repaired. The lack an infrastructure and process assessment turns a minimally risky or easy to solve problem into a downtime scenario that can last hours, days and sadly sometimes months. This project aims to identify and troubleshoot such problems with trained, transit technology contractors, develop a plan for the future that is a more efficient method of problem solving and set up appropriate training schedules of key staff members. As part of the Technology Plan deliverable, I would expect to see recommendations from the technology team regarding vendor responsibility, warranties and record checklist that help standardize technology solutions. This team of consultants will also outline future investments in training, assist in proper installations of new equipment that is currently being purchased.

Statewide Transit Network Connections

26. Describe how this project would support and improve the utility and connectivity of the

Statewide Transit Network and/or create a foundation for future Statewide Transit Network improvements.

This project supports technological equipment used by six public transit agencies across four counties. Sandy is a rural transit agency that connects eastern Clackamas County and the greater Portland Metro region. Additionally, Sandy operates a service between two rural destinations in an underserved portion of Clackamas County - Sandy and Estacada through the community of Eagle Creek. At the Sandy Transit Center, SAM connects passengers to the MHX which takes passengers as far east as Timberline Lodge. This service (MHX) provides public transit to all of the government communities, providing access for employment and recreation. The addition of the Clackamas shuttles, CAT in Canby, CAT in Hood River, SCTD and SMART improve the connectivity and ability to implement a shared fare system in Clackamas, Multnomah, Hood River and Washington Counties. Most importantly, this project has an underlying goal of supporting several transit agencies, furthering the collaboration of data and resource sharing for transit network improvement and demonstrating that agencies can find ways to work together across jurisdictional and funding boundaries.

Funding and Strategic Investment

27. Describe why investment in this project makes sense from both the perspective of current need and long term Oregon transit needs.

The current need has been identified by a group of small, rural providers who are all at varying stages of technology implementation on our public transit services. Sandy was one of the first small, rural agencies to secure grant funding for tablets, automated announcements and interior LED signs that were installed and used on both the SAM transit system and the MHX. While these amenities have been a wonderful addition for passengers to know where their bus is located and have on board amenities that help with various disabilities (hearing and seeing stop announcements) the data collection expected by the agency, such as ridership trends never materialized as expected. Additionally, when first launched, the geofencing for stop announcements was not properly set and many tablets had some fatal flaws and had to be replaced after a lot of troubleshooting. This experience, and the technological assessment conducted at the agency in 2020, really highlighted the need for technological support and the importance of standardized, reliable data that can be shared across agencies. Therefore, the current need is to first have an inventory and analysis of what on vehicle technology is currently being used, what it promises to do, and how to support it. Using this funding to contract with an IT company or contracting team that can provide remote and onsite project management and support for the maintenance, cross agency connections and implementation of new on vehicle technologies help meet a current need. Contracting with a team of professionals who can build run books, standard operating procedures and written service level agreements that meet all of our partner needs meets other current needs as identified in the deliverables in 16b. The long term Oregon Transit needs that are being met are the standardization of technology equipment, best practices materials and an example of interagency coordination for shared resources. The agencies committed to this project all bring their own jurisdictional backing and equipment that they have already procured and are either currently using or will be installed in the future. These funds ensure that the investments that each of these agencies have made to improve their services are supported now and with a plan for the future.

28. If this project will last beyond the 2023-25 biennium, describe the plan for ongoing funding including match. If not applicable, type N/A.

N/A

29. Does this project depend on other funding sources including other discretionary grants whose outcomes are uncertain? If yes, please list those fund sources. If not applicable, type N/A.

N/A

30. Capital Asset Purchases

Describe proposed capital purchases. If no capital assets are included in your application, type N/A.
N/A

Project Details

Task Category
Project Administration

Project Administration

Give a brief (1-3 sentences) description of this project cost.

Due to the required expertise in the project management team and the time needed for data collection and aggregation between multiple transit agencies and multiple projects, the total project cost is estimated at \$450,000. Although no equipment is expected to be purchased, \$5,000 per agency was originally included in this budget scenario as the Integrated Fares study stated that upfront fees may be involved in the Fast Pass procurement and implementation. For scalability, equipment purchase has been removed from the application. In the event this grant application is scaled down further all of the tasks and deliverables may not be achievable. The implementation of the fare payment system and technology assessments, particularly assessments on the shared resources (ITS equipment and demand response software) are the most important aspects of this grant application. These would still require technology assessments, resulting in a technology plan but perhaps not include all of the technology currently used. The shared fares project would still require an RFP process, installation and implementation. In the event this grant application is approved at any amount, Sandy will actively seek additional funding from other available grant sources to complete the intended project outline.

Total Task Cost (Grant Amount + Match Amount)
\$450,000.00

Project Task and Match Amounts

20% Match Rate Calculations

**Grant Amount - STIF Discretionary/STIF
Intercommunity/5311f (80% State/Fed Share)**
\$360,000.00

**Match Amount - STIF Discretionary/STIF
Intercommunity/5311f (20% Local Share)**
\$90,000.00

10% Match Rate Calculations (For Qualified Applicants)

**Grant Amount - STIF Discretionary/STIF
Intercommunity (90% State Share)**
\$405,000.00

**Match Amount - STIF Discretionary/STIF
Intercommunity (10% Local Share)**
\$45,000.00

Application Totals

Match Sources

Match Sources	Amount
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Local \$45,000.00

Are matching funds of at least 20% of project costs available if the project is awarded?

Yes

What percent of funds will be used for demand response transportation?

28%

Percent of funds used for fixed route transportation

72%

Note on Application Totals: If applying for 5311(f) Operating, a 50% match rate is applied to identified Operating costs. However, the application form automatically applies a 20% match rate to the full Project Cost, including Operating costs. Therefore, Section 5311(f) applicants should ensure the accuracy of the Total Task Cost for each Task Category, as the 20% match rate will only apply to non-Operating costs in a 5311(f) grant award. The form is unable to calculate an accurate application total using two different match rates.

Application Totals Summary By Task - 20% Match Rate

Task Category	Task Project Cost	Task Grant Amount	Task Match Amount
Vehicle Expansion	\$0.00	\$0.00	\$0.00
Vehicle Replacement	\$0.00	\$0.00	\$0.00
Equipment Purchase	\$0.00	\$0.00	\$0.00
Facility Purchase	\$0.00	\$0.00	\$0.00
Signs/Shelters	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Project Administration	\$450,000.00	\$360,000.00	\$90,000.00
Operating	\$0.00	\$0.00	\$0.00
Preventive Maintenance	\$0.00	\$0.00	\$0.00
Mobility Management	\$0.00	\$0.00	\$0.00
	Total Project Cost: \$450,000.00	Total Grant Amount: \$360,000.00	Total Match Amount: \$90,000.00

Application Totals Summary By Task - 10% Match Rate (For Qualified Applicants)

Task Category	Task Project Cost	Task Grant Amount	Task Match Amount
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Vehicle Expansion	\$0.00	\$0.00	\$0.00
Vehicle Replacement	\$0.00	\$0.00	\$0.00
Equipment Purchase	\$0.00	\$0.00	\$0.00
Facility Purchase	\$0.00	\$0.00	\$0.00
Signs/Shelters	\$0.00	\$0.00	\$0.00
Planning	\$0.00	\$0.00	\$0.00
Project Administration	\$450,000.00	\$405,000.00	\$45,000.00
Operating	\$0.00	\$0.00	\$0.00
Preventive Maintenance	\$0.00	\$0.00	\$0.00
Mobility Management	\$0.00	\$0.00	\$0.00
	Total Project Cost: \$450,000.00	Total Grant Amount: \$405,000.00	Total Match Amount: \$45,000.00

Document Upload (Optional)

CAT - Hood River Letter of Support.pdf

SMART Letter of Support.pdf

CAT - Canby Letter of Support.pdf

SCTD Letter of Support.pdf

SAM Full Map & Schedule.pdf

Sandy Transit Master Plan - 20200414 print quality.pdf