



# CITY COUNCIL MEETING

Monday, September 18, 2023 at 7:00 PM  
Sandy City Hall and via Zoom

## AGENDA

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### 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/82454766814>

Or by phone: (253) 215-8782; Meeting ID: 82454766814

## REGULAR MEETING

### 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

- [1.](#) City Council Minutes: September 5, 2023
- [2.](#) City Council Minutes: September 15, 2023
- [3.](#) Approval of Amendment #1 to IGA between City of Sandy Transit and Clackamas County
- [4.](#) Disbursement Agreement Approval: Tri-County Metropolitan Transportation District; No. GG230851EVL

## PRESENTATIONS

5. Police Oaths of Office
  - Sergeant Manny Herrera
  - Sergeant Christian Normand

6. Police Department Awards

Life Saving Awards:

- William Wetherbee
- Randall Santos
- Mike Boyes
- Hala Ling

Distinguished Service Award:

- Mike Freeman

## NEW BUSINESS

7. Award of Special Service Contract Program Grants for 2023-2025

## REPORT FROM THE CITY MANAGER

## COMMITTEE / COUNCIL REPORTS

## STAFF UPDATES

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

## ADJOURN

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.



# CITY COUNCIL MEETING

Tuesday, September 05, 2023 at 6:00 PM  
Sandy City Hall and via Zoom

## MINUTES

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### WORK SESSION: 6:00 PM

#### 1. Sandy Winterfest Planning

The Parks and Recreation Director summarized the staff report, which was included in the agenda packet along with presentation slides. Also presenting were the Community/Senior Center Manager and the Parks & Facilities Manager.

Council discussion ensued on the following topics:

- Suggestions for strategies to reach out to businesses, including letters followed by direct individual follow up contact
- Suggestions to reach out to businesses beyond only those located directly on Hwy 26; options for participation methods such as sponsorships and coupon books
- Explanation of the strategy to leverage the funding allocated for downtown decorating to focus on the City-owned right-of-way, followed by methods of encouraging businesses to participate in the effort as well through the Merry Makeover Challenge
- Suggestion to supplement this strategy the following year by establishing a theme and providing options for businesses to purchase on-theme decorations through the City
- Importance of leveraging the City's contacts and relationships with local businesses
- Concern about unauthorized usage of power outlets in Meinig Park
- Concern about safety and the need for adequate lighting
- Note on the funding allocated for trail lighting in the current budget
- Discussion of the plan to procure heaters for park events, as well as storage pod space and the need for a more permanent long-term storage solution
- Discussion on the implementation of data trackers to measure park event attendance
- Suggestion to start the event after Thanksgiving
- Suggestion to install street decorations that can potentially be used all winter
- Lack of power outlet options on Pioneer Blvd; discussion on the potential for businesses to collaborate to supplement the lighting
- Suggestion to increase the size of Merry Makeover prizes
- Discussion on how direct lighting grants might be workable
- Opportunities for the Sticking Stroll to drive customers to local businesses
- Discussion on involvement and partnerships with community non-profit organizations at Meinig Park events
- Opportunities to feature high school performances on the main stage
- Staffing challenges
- Discussion concerning whether a Hanukkah event will be organized by a community organization again this year

- Possible opportunities for sponsorships
- Discussion of the importance of parking planning and transit coordination
- Discussion of the need to proactively advertise events on a regional level
- Suggestion to use the trolley for an event touring light displays, possibly including caroling
- Discouragement of using an artificial tree
- Potential for volunteer assistance for decoration setup and takedown
- Potential need for traffic control and signage
- Suggestion to create an organized program for santas and/or other costumed participants, including vetting and security

## **REGULAR MEETING: 7:00 PM**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

#### **PRESENT**

Mayor Stan Pulliam  
Council President Laurie Smallwood  
Councilor Chris Mayton  
Councilor Rich Sheldon  
Councilor Kathleen Walker  
Councilor Carl Exner  
Councilor Don Hokanson

### **CHANGES TO THE AGENDA**

(none)

### **PUBLIC COMMENT (3-minute limit)**

Scott Foster: is representing his client on tree removal. There is a tree approximately 80 feet tall, 20 feet from the home. The tree has a bow to it; he and potential buyers are concerned that it is a hazard that should be removed. The tree was designated as a retention tree during the land use process. He needs a reasonable solution to the situation, and stated that the covenant language provides certain flexibility. In response to Council feedback, the City Manager stated he would coordinate with Development Services staff to find a path forward.

Jan Lee: due to technical difficulties, Ms. Lee's comments were inaudible. After the meeting she submitted a written version of her comments to the City Recorder, which is attached to these minutes.

### **RESPONSE TO PREVIOUS PUBLIC COMMENTS**

### **CONSENT AGENDA**

2. City Council Minutes: August 21, 2023

**MOTION: Adopt the Consent Agenda**

Motion made by Councilor Exner, Seconded by Councilor Sheldon.

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

**MOTION CARRIED: 7-0**

**OLD BUSINESS**

## 3. Cascade Creek Parks SDC Dedication Discussion

The Parks and Recreation Director summarized the staff report, which was included in the agenda packet. It was noted that no motion was required of the Council if they do not wish to proceed with the Planning Commission's suggestion. The Council discussed the suggestion that a development agreement could essentially create the same equity concerns inherent in SDC dedication, but after discussion it was determined that any negotiated agreement would be brought to the Council for approval, that it was still unknown whether there is even a willing partner to negotiate with, and that staff routinely seeks out opportunities for development agreements in such situations and that the projects referenced in the staff report were merely examples. The issue was tabled.

**RESOLUTIONS**

## 4. Changes to the Master Fee Schedule

The Interim City Manager summarized the staff report, which was included in the agenda packet.

**MOTION: Adopt Resolution 2023-31**

Motion made by Councilor Walker, Seconded by Councilor Mayton.

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

**MOTION CARRIED: 7-0**

**REPORT FROM THE CITY MANAGER**

- Camp Creek Fire status update: 16% contain containment has been achieved; the fire is hemmed in by the #12 and #14 forest roads.
  - More information is needed on rehabilitation efforts and the risk of future turbidity
  - This event reinforces the need for the new transmission line to Portland's new filtration plan to provide access to the Columbia Wellfields
  - Note that the fire is likely to smolder for a very long time, and that risks exist with future dry east winds
  - Communication on the fire has been excellent

- Thanks to staff for their work during this event
- Remarks concerning the first day of school and traffic impacts
- Recap of the upcoming city manager finalist process provided by the Interim Deputy City Manager

## **COMMITTEE / COUNCIL REPORTS**

### Councilor Hokanson

- Thanks for everyone's efforts on the fire response

### Councilor Exner

- Reminder to be careful on roads with school children present
- Concern about the sign at the intersection of Hwy 211 and Proctor causing vehicles to pull forward to see, thus preventing large trucks from turning south onto Hwy 211
- Will arrive late at the LOC conference

### Councilor Walker

- Concern about unauthorized camping along Tickle Creek Trail; emphasis on the need to remediate such camping quickly
- Thanks and appreciation for former Chief Roberts
- Thanks and appreciation for Parks and Recreation staff

### Councilor Sheldon

- Thanks and appreciation for Parks and Recreation staff

### Council President Smallwood

(none)

### Councilor Mayton

(none)

### Mayor Pulliam

- Thanks and appreciation for staff
- Remarks on the impacts of school traffic
- Reminder on the city manager interview process
- Praise for the recent chainsaw art event

## **STAFF UPDATES**

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

## **ADJOURN**

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September 5, 2023

Council Members and Staff:

My name is Jan Lee Weinberg and I reside at 36702 Ichabod St. in Sandy. I currently serve as the Vice Chair of the city's Planning Commission. Our Chair is currently out of town so I'm testifying on behalf of our commission.

I want to explain the thinking behind the motion that was made at our June meeting regarding SDCs use for the Cascade Creek development to upgrade the existing Bornstedt Park. That motion received unanimous approval.

The motion took into consideration testimony of residents from that area in attendance at our hearing in June who spoke to the increase in the community size because of the development and the need to accommodate that in various ways, including the park development that has been planned for a number of years.

The motion also has to do with the sewer moratorium in two ways:

- 1) Because this application is not impeded by the sewer connection moratorium, it can go forward now once building and other permits are issued.
- 2) Because of the moratorium, future new SDC funds or in-lieu fees for park upgrades are less likely to be available to the community for some time.

If all the funds the developer provides for this project go to other projects, there will likely be a considerable delay in accomplishing the capacity needs identified at Bornstedt as a result.

This development will likely bring just under 250 new residents into the Bornstedt Village area. Tier II projects could take up to 10 years into the future to fund. The ability to add the sport fields, a plumbed bathroom, or other amenities to Bornstedt as part of the SDCs of \$514,000 to be paid for the project could provide capacity for the additional residents. I don't know if the imminent development of this project was considered when the priorities were set.

The Parks Board suggested the option of exploring establishment of a development agreement to build certain amenities as listed in phase 2 of the Bornstedt Park master plan. Perhaps that agreement could be established and some portion of the SDCs applied accordingly. While the motion indicated a 51% amount, there could be other considerations.

As the developer states, this is an affordable multi-family housing development to provide needed housing in the price range that would provide housing availability to currently underserved members of our community. Providing the ability to accommodate group activities or younger child playground equipment would have the additional goal of accomplishing that need. There are equity considerations for affordable housing, and it is not clear yet how those guidelines will be applicable to affordable home projects.

The Planning Commission made the motion you will be discussing to get consideration of some amount of the SDCs to accommodate the neighborhood needs resulting from additional development. We appreciate your consideration of the request and the equity it would provide to residents in the Bornstedt Village community.



# CITY COUNCIL MEETING

Friday, September 15, 2023 at 12:00 PM

Sandy City Hall

## MINUTES

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### CITY COUNCIL SPECIAL MEETING

#### PRESENT:

Mayor Stan Pulliam  
Councilor Chris Mayton  
Councilor Rich Sheldon  
Councilor Kathleen Walker  
Councilor Carl Exner  
Councilor Don Hokanson

#### ABSENT:

Council President Laurie Smallwood

### NEW BUSINESS

#### 1. Designation of Preferred Candidate for City Manager Position

Following the preceding executive session during which they deliberated on whom to designate as the preferred candidate for city manager, Council Members offered remarks summarizing the reasoning for their decision to offer the position to Tyler Deems. They indicated that Mr. Deems stood above as the clear choice with his breadth of experience at the City and his understanding of the Sandy community. They acknowledged that the recruitment process was robust, with many qualified candidates who underwent a rigorous process.

#### **MOTION: Extend an offer to Tyler Deems to serve as Sandy's next City Manager, pending successful contract negotiations**

Motion made by Councilor Walker, Seconded by Councilor Exner.

Voting Yea: Mayor Pulliam, Councilor Mayton, Councilor Sheldon, Councilor Walker, Councilor Exner, Councilor Hokanson

Absent: Council President Smallwood

**MOTION CARRIED: 6-0**

### ADJOURN





# STAFF REPORT

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**Meeting Type:** Council Meeting  
**Meeting Date:** September 18, 2023  
**From:** Andi Howell, Transit Director  
**Subject:** Approval of Amendment #1 to IGA between City of Sandy Transit and Clackamas County

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## DECISION TO BE MADE:

Whether to authorize the City Manager to sign an amendment to the Intergovernmental Agreement between Sandy Transit and Clackamas County.

## BACKGROUND / CONTEXT:

This agreement, which has been renewed annually based on need and approved budgets since 2017, provides the basis for a cooperative working relationship for the purpose of providing administrative support to the County's Mt. Hood Express ("MHX") transit service in partnership with the City's Sandy Area Metro (SAM) transit service, to increase operational efficiencies, collaboration, and cost-effective management of both services.

This is an amendment to the most recent Intergovernmental Agreement which was approved by Council in February 2023. The amendment makes two small changes.

For background, the Sandy Parks and Recreation Department and the Sandy Transit Department provide 3 types of medical and life supporting rides programs; Transit Elderly and Disabled, Sandy Senior Center Elderly and Disabled, and Boring Elderly and Disabled (E&D) programs. Under contract with the County for funding, the Sandy Parks and Recreation Program provides medical and life supporting rides to the elderly and disabled population that is outside the Sandy Transit Jurisdiction (within 3 miles of the center of the city). Currently the Parks and Recreation Department rides are for persons outside of Sandy city limits to the Hoodland Senior Center boundary and this is referred to as the Sandy Senior Center Elderly and Disabled Program. Addresses with a Boring address outside of Sandy city limits and TriMet Lift limits are also provided and referred to as the Boring Elderly and Disabled Program. One important difference between the Transit E&D program and the Parks and Recreation E&D Programs is that Transit provides medical rides only for services not available in Sandy city limits. Many of the rides provided in the Parks and Recreation E&D Program are provided to bring the individuals to Sandy for services, so the trip purpose is not as restricted as the Transit program.

**KEY CONSIDERATIONS / ANALYSIS:**

For efficiency, the Sandy Transit Department partners with the Sandy Parks and Recreation Department to provide rides that are not provided using volunteers. This is an eligibility program so Transit staff approve and enroll the individuals, schedule the rides, provide the rides, maintenance, cleaning and fuel of the vehicles and create statistical reports and invoices for the Parks and Recreation program. The Parks and Recreation Department pay the contractor invoice and Transit, and use the Transit created reports to report to the County for reimbursement.

To increase efficiency and lessen the number of departments and staff involved in providing this service, Transit was able to work with the County to change the contract to redirect a portion of the contract to the Transit Department for reimbursement. The City and the County have agreed on a revenue hour contracted rate for this service at \$82.66. The contracted rate of service with MV Transportation Services is currently \$74.79. the remaining \$7.87 of the revenue hour will be used to cover fuel and maintenance. Essentially, the process and the program remain unchanged, but the redundancy of Sandy staff time is reduced. The Parks and Recreation Program remains eligible for reimbursement for any rides that are provided using any other method, such as volunteers, taxi cabs or their staff. The amount of funding allocated to the Transit Department for reimbursement was calculated using past trends.

A second contract change is an addition of a small area of Clackamas County between Sandy and Estacada that currently receives no service for Elderly and Disabled (E&D) programs. This will also be performed at the \$82.66 per revenue hour.

With the addition of the new program and with Transit reporting to the County regarding the three programs, this amendment increases the administrative fees the County pays the Transit Department. In the current IGA, the County pays a monthly fee of \$1,217.67 or \$14,612 annually. The attached IGA increases the administrative support to \$2,319.33 monthly or \$27,832 annually.

Through the removal of the Parks and Recreation Department staff, this amendment increases efficiencies in reporting and reimbursements. The program will continue, with a slightly larger area of coverage and the Transit Department will be compensated for contractor fees, fuel, maintenance and administrative costs.

**BUDGET IMPACT:**

Transit will receive an additional \$13,220 annually for administrative fees and \$82.66 per Revenue Hour for E&D services provided outside of Sandy Transit E&D program boundaries. Not to exceed an additional \$116,000.

**RECOMMENDATION:**

Transit staff recommends that the Council authorize the City Manager to sign Amendment #1 to the Intergovernmental Agreement Between Clackamas County and the City of Sandy: H3S Contract #11051

**SUGGESTED MOTION LANGUAGE:**

"I move to authorize the City Manager to sign Amendment #1 to the Intergovernmental Agreement Between Clackamas County and the City of Sandy: H3S Contract #11051."

**LIST OF ATTACHMENTS / EXHIBITS:**

- Amendment #1 to the Intergovernmental Agreement Between Clackamas County and the City of Sandy H3S Contract #11051
- Program Budget

**AMENDMENT #1**  
**TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY**  
**AND CITY OF SANDY**  
H3S Contract #11051

This Amendment #1 is entered into between **City of Sandy** (“City”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **March 16, 2023** (“Contract”).

The Purpose of this Amendment #4 is to make the following changes to the Contract:

1. ARTICLE 2, Section 2.1. **Additional work added** and is hereby changed as follows:
  - 2.1.16 Provide transportation to Boring. City will provide demand response transportation service to the unincorporated community of Boring, which is outside of the service area of any senior center or transit service. Rides will also be provided to Senior Citizens who reside outside the Sandy Area Metro service area and are served by the Sandy Senior Center. Rides will be provided to residents based on requests and should meet the total rides provided number in Exhibit B. Payment is based on a revenue hour rate of \$82.66 per an hour and additional costs cannot be billed. Date, total rides, ride purpose, revenue hours, and revenue miles must be reported by City monthly. This is a partnership between Clackamas County Social Services Division (SSD) and the City of Sandy to sustain services for residents age 65 plus or with a disability.
  - 2.1.17 Provide expanded transportation to Estacada/Damascus area. City will provide demand response transportation service to community of Estacada, which is outside of the TriMet service area. Rides will be provided to residents based on requests and the total rides provided should meet or exceed the total rides provided number in Exhibit B. Payment is based on a revenue hour rate of \$82.66 per an hour. Administrative costs for planning and executing this new service were added and should be billed monthly. Date, total rides, ride purpose, revenue hours, and revenue miles must be reported by City monthly. This is a partnership between Clackamas County Social Services Division (SSD) and the City of Sandy to sustain services for residents age 65 plus or with a disability.
2. ARTICLE 3, Section 3.1. **Consideration** is hereby amended as follows:  
In consideration for the additional work, County has agreed to pay City an additional \$116,000. The total maximum compensation under this Agreement shall not exceed \$413,048.

ORIGINAL CONTRACT	<b>\$297,048</b>
<b><u>Amendment #1</u></b>	<b><u>\$116,000</u></b>
TOTAL AMENDED CONTRACT	<b>\$413,048</b>

3. EXHIBIT B: Modified Budget: Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the attached amended Exhibit B.



<b>BUDGET</b>		
	Year 1 7/22 to 6/23	Year 2 7/23 to 6/24
Staff Support for MHX	\$ 13,916.00	\$ 27,832.00
Office Rental and Bus Parking	\$ 24,034.00	\$ 25,236.00
Staff Mileage	\$ 500.00	\$ 500.00
Program Materials	\$ 2,000.00	\$ 2,000.00
Vehicle Rental	\$ 1,500.00	\$ 1,500.00
Shop supplies, misc. equipment, COVID supplies, or general program expenses	\$ 5,000.00	\$ 5,250.00
ITS equipment and subscriptions	\$ 30,000.00	\$ 60,000.00
Preventative maintenance and repairs for MHX vehicles (starting 1/1/23)	\$ 50,000.00	\$ 61,000.00
Boring Lifeline Transportation Services	\$ -	\$ 32,000.00
Expanded Elderly and Disabled Transportation	\$ -	\$ 70,780.00
<b>TOTAL</b>	<b>\$ 126,950.00</b>	<b>\$ 286,098.00</b>
		<b>\$ 413,048.00</b>

*Total Compensation under this agreement shall not exceed \$413,048.00*

<b>RIDES PROVIDED</b>		
	Year 1 7/22 to 6/23	Year 2 7/23 to 6/24
Boring Lifeline Transportation Services	0	387
Expanded Elderly and Disabled Transportation	0	870
<b>TOTAL</b>	<b>0</b>	<b>1257</b>

*Revenue Hour Rate \$82.66/hr*



# STAFF REPORT

Item # 4.

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**Meeting Type:** Council Meeting  
**Meeting Date:** September 18, 2023  
**From:** Andi Howell, Transit Director  
**Subject:** Disbursement Agreement Approval: Tri-County Metropolitan Transportation District; No. GG230851EVL

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## DECISION TO BE MADE:

Whether to authorize the City Manager to sign TriMet Subrecipient Agreement No. GG230851EVL for disbursement of Statewide Transportation Improvement Funds to the City of Sandy.

## BACKGROUND / CONTEXT:

Each biennium Sandy Transit (SAM) designs a new STIF Plan funded with Statewide Transportation Improvement Fund (STIF). STIF was created as part of the HB 2017 Keep Oregon Moving Legislation that was passed in 2017. To be eligible for funding, projects must be part of a local plan, therefore each project funded in the Sandy STIF Plan is designed using the Transit Master Plan goals and priorities. The funding allocations are presented to the Transit Advisory Board and the Clackamas County HB2017 Transit Advisory Committee. The Plan was also included in Transit's staff update in August 2022, which was linked in the Council's agenda packet. The Plan is added to TriMet's STIF Plan and approved by the Oregon Transportation Commission.

Three SAM routes were expanded in 2019 using STIF funds as well as some capital upgrades such as new computers, new software for transit tax collection and dispatch and more. SAM has also set aside funding in each biennium for the future expansion of the Operations Center in recognition of the need for administrative space and a maintenance bay. During the FY23-24 cycle, SAM added program administration costs to the Plan to cover the heavy administrative burden of the STIF program as it requires special reporting and its own audit process. SAM also added a Program Reserve category which allows funds to be held in reserve in the event there is an unexpected downfall in revenue.

In this biennium, the Special Transportation Fund (STF) was incorporated into the Statewide Transportation Improvement Fund (STIF). STF funds are designated for programs that serve those who are elderly and/or have a disability. STF funds have long been a stable source of funding for the Sandy Dial-A-Ride (SAM rides, formerly STAR).

Additionally in this biennium, SAM applied for and received STIF Regional Coordination funds. Regional Coordination Funds are taken off the top of the STIF distribution and allocated to projects through TriMet's advisory board. Sandy's project for those funds are designated to support the new SAM Clackamas Town Center Route. Staff are currently working toward the implementation of that service. A new vehicle to support that route was also included in the Regional Coordination funding.

### **KEY CONSIDERATIONS / ANALYSIS:**

Below are highlights of the STIF Plan for the 2024-2025 Biennium:

1. Continue to fund route expansions begun in 2019 (\$268,556).
2. Add weekend service to the Shopper Shuttle (\$61,081 - highest community priority from the public and stakeholder feedback during the Transit Master Plan process).
3. Cover administrative costs that are generated through this program such as the audit fees (\$45,000).
4. Program Reserve allows funding to be set aside in case STIF or other expected funds decrease unexpectedly (\$51,400).
5. Carry over, Capacity Project is funding that has been collected since 2019 for the planning and construction of future Sandy Operations Center expansion. (\$116,872).
6. Electric Vehicle Infrastructure – these funds will help cover costs associated with the transition to an electric fleet, including infrastructure and vehicle costs (\$45,000).
7. STF Funds to support SAM rides (\$273,113).
8. STF Funds to support bus stop improvements (\$23,986).
9. STF Funds to support the Elderly and Disabled Program (\$85,322).
10. STF Funds to support the Estacada route (\$89,515).
11. Regional Coordination Funds (\$900,000).

These funds have been approved by the Oregon Transportation Commission. Due to contract timing these funds are currently being held by TriMet for the City. Upon signature of this agreement, the funds will be released to the City including all interest accrued.

### **BUDGET IMPACT:**

The entire TriMet STIF Plan consists of \$209 million. Sandy Transit's allocated revenue as part of the TriMet STIF Plan is (not to exceed) \$1,959,845.

### **RECOMMENDATION:**

Transit staff recommend that the Council authorize the City Manager to sign TriMet Subrecipient Agreement No. GG230851EVL for disbursement of Statewide Transportation Improvement Funds to City of Sandy.



**SUGGESTED MOTION LANGUAGE:**

“I move to authorize the City Manager to sign TriMet Subrecipient Agreement No. GG230851EVL for disbursement of Statewide Transportation Improvement Funds to City of Sandy.”

**LIST OF ATTACHMENTS / EXHIBITS:**

- TriMet Subrecipient Agreement No. GG230851EVL

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON  
SUBRECIPIENT AGREEMENT No. GG230851EVL  
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION  
STATEWIDE TRANSPORTATION IMPROVEMENT FUNDS**

**PARTIES:**

1. Tri-County Metropolitan Transportation District of Oregon (TriMet), is a mass transit district organized under ORS Chapter 267. TriMet is acting as a Qualified Entity (QE) designated to distribute funds pursuant to ORS Chapter 184.751 *et seq* to authorized entities that provide Public Transportation Services from the State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Improvement Fund (STIF) for the purposes set forth at ORS 184.758.

Pursuant to Resolution No. 22-12-69, TriMet’s Board of Directors authorized TriMet to disburse STIF Formula Funds received by TriMet to eligible Subrecipients in accordance with the STIF Plan.

2. [City of Sandy], a Public Transportation Service Provider (Subrecipient).

**DEFINITIONS:**

As used in this Agreement, which includes all Exhibits:

1. “Americans with Disabilities Act” (“ADA”) means section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008.
2. “Capital Asset” means real property or tangible items purchased or leased with STIF moneys, including without limitation vehicles and structures, with a purchase price of \$5,000 or more and a useful life of at least one year.
3. “Commission” means the Oregon Transportation Commission (“OTC”) established under ORS 184.612.
4. “Fiscal Year” means the annual period which begins on July 1 and ends on June 30.
5. “Low-Income Household” means a household the total income of which does not exceed 200% of the poverty guidelines updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2) for the 48 Contiguous States and the District of Columbia.
6. “Payroll Based Formula” means the portion of STIF funds disbursed per ORS 184.758(5), effective July 1, 2023.
7. “Population-Based Formula” means the portion of STIF Formula funds disbursed per ORS 184.758(3), effective July 1, 2023.
8. “Project” means a public transportation improvement activity or group of activities that is (i) eligible for STIF moneys; (ii) included in a STIF Plan adopted by the Commission; and (iii) funded by this Agreement.
9. “Project Manager(s)” means the individuals identified in Section 12 of this Agreement who are authorized by TriMet and Subrecipient respectively to send and receive communications regarding this Agreement.

10. "Public Transportation Services" means any form of passenger transportation by car, bus, or other conveyance, either publicly or privately owned, which provides service to the general public (not including charter, sightseeing, or exclusive school bus service) on a regular and continuing basis. Such transportation may include services designed to meet the needs of a specific user group, including for older adults and individuals with disabilities, for purposes such as health care, shopping, education, employment, public services, personal business, or recreation. Public Transportation Services must be designated and advertised as Shared-Ride Service.
11. "Public Transportation Service Provider" ("PTSP") means a Qualified Entity or a city, county, Special District, Intergovernmental Entity or any other political subdivision or municipal or Public Corporation that provides Public Transportation Services. Subrecipient is a Public Transit Service Provider.
12. "Qualified Entity" means a county in which no part of a Mass Transit District or Transportation District exists, a Mass Transit District, a Transportation District or an Indian Tribe.
13. "Recipient" means a Qualified Entity or Public Transportation Service Provider that has a STIF Plan approved by the Commission or enters into an agreement directly with ODOT to receive STIF Formula Funds.
14. "Representation Letter" means a letter prepared by a Subrecipient's external auditors and sign by Subrecipient's senior management that attests to the accuracy of the statements that the Subrecipient has submitted to the auditors for their analysis.
15. "Satisfactory Continuing Control" means the legal assurance that a Capital Asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.
16. "Shared Ride Service" means a service where neither the operator nor any passenger may refuse to permit additional passengers that are otherwise complying with the operator's rules and policies.
17. "STIF" or "Statewide Transportation Improvement Fund" means the fund established under ORS 184.751.
18. "STIF Formula Fund" means the Statewide Transportation Improvement funds to be disbursed to TriMet conditioned upon the Commission's approval of TriMet's STIF Plan pursuant to ORS 184.758(2)(a) (effective July 1, 2023) and includes those funds distributed by TriMet as provided in the STIF Plan.
19. "STIF Formula Fund Cycle" means the time period of Fiscal Years 2024 (July 1, 2023) through the end of Fiscal Year 2025 (June 30, 2025) that is programmed in the STIF Plan.
20. "STIF Plan" means a public transportation improvement plan that is approved by TriMet's Board of Directors and submitted to the Oregon Department of Transportation for review and approval by the Commission in order for TriMet to receive STIF Formula Fund for Fiscal Year 2024-2025.
21. "Student Transit Services" means Public Transportation Services within the Subrecipient's service area that can feasibly and efficiently be used by students in grades 9-12.

**RECITALS:**

1. In 2017, the Oregon Legislature established the Statewide Transportation Improvement Fund, which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
2. In 1985, the Oregon Legislature created the Special Transportation Fund (STF) to support elderly and disabled transportation services. In the 2020 First Special Session, the Oregon Legislative Assembly passed Senate Bill 1601 (2020 Or Laws Chapter 15), effective July 1, 2023. Upon the effective date, the former STF program will be merged into STIF program. The combined funds will be referred to as STIF Formula Funds distributed pursuant to ORS 184.758(2)(a). Consistent with the purpose of the former STF program, a portion of the STIF Formula funds under ORS 184.758(2)(a) shall be dedicated to transit services for older adults and individuals with disabilities, and will be included in the STIF Plan.
3. The STIF Formula Fund is intended to improve Public Transportation Services for current and potential future Oregon transit users by distributing moneys to Qualified Entities. Unless approved by the Oregon Department of Transportation, STIF Formula Funds may not be used to supplant local and regional agency moneys currently dedicated to Subrecipient. .
4. The Commission has approved TriMet's STIF Plan for use of STIF Formula Funds for the period of Fiscal Year 2024 (beginning July 1, 2023) through the end of Fiscal Year 2025 (June 30, 2025). TriMet is a Recipient of STIF Formula Funds as it is authorized to receive STIF Formula Funds directly from the Oregon Department of Transportation. TriMet's STIF Plan consists of numerous Projects to provide Public Transportation Services in TriMet's area of responsibility based on anticipated STIF Formula Funds.
5. Subrecipient is authorized to receive STIF Formula Funds and provide Public Transportation Services in TriMet's Area of Responsibility as defined by OAR 732-040-0005(5).
6. TriMet's STIF Plan anticipates sufficient future STIF Formula Funds for Subrecipient for a Project or Projects that provides Public Transportation Services, as specified in this Agreement.
7. Pursuant to ORS Chapter 184 and OAR Chapter 732, Divisions 40 and 42, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STIF Formula Funds to Subrecipient in order for Subrecipient to complete one or more projects specified in the approved STIF Plan. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

**AGREEMENTS:****1. General**

- 1.1. Subrecipient agrees to comply with and use the STIF Formula Funds in accordance with the terms of this Agreement, including the terms and conditions of ORS 184.751 through 184.766, the provisions of OAR Chapter 732 Divisions 40 and 42, as may be amended, TriMet's approved STIF Plan, and any ODOT guidance documents pertaining to the Statewide Transportation Improvement Funds Program, including but not limited to the QE – Subrecipient Oversight Compliance Guide (the current version of the Compliance Guide as well as other STIF Formula Fund resources, which are available at <https://www.oregon.gov/odot/RPTD/Pages/STIF-Reporting-and-Technical-Resources.aspx>) and all amendments and addendums to such resources, all of which are

incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in Exhibits A-F, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form: Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F. This Agreement is subject to any written agreements made between ODOT and TriMet regarding disbursement of the STIF Formula Funds, and shall be amended to incorporate those changes.

- 1.2. Subrecipient affirms that it has all the necessary policies and procedures in place to ensure compliance with OAR 732 Divisions 40 and 42, and to achieve the goals and outcomes described in the Project, including but not limited to program and project management; financial management; operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management.
- 1.3. TriMet affirms that it has all the necessary policies and procedures in place and will take all necessary steps to ensure timely and full distribution of STIF Formula Funds due and payable to Subrecipient. TriMet agrees that it will take all necessary action to ensure that it will not inhibit the distribution of STIF Formula Funds due and payable to Subrecipient so long as Subrecipient is in compliance with this Agreement, including the documents and laws and regulations referred to in Section 1.1 above.
- 1.4. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any lower tier subcontract/subaward entered into. Subrecipient shall require any subcontractor/subrecipient performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 184.751 through 184.766 and the provisions of OAR Chapter 732, Divisions 40 and 42, as may be amended, and the terms of this Agreement. Where provided in this Agreement, Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound as provided in this Agreement and exhibits thereto.
- 1.5. Exhibit E reflects funding sub-allocations made by TriMet to Subrecipient and other Public Transportation Service Providers in TriMet's Area of Responsibility. Exhibit E, Part 1 reflects the methodology and disbursement factor for the Payroll-Based Formula funds. Exhibit E, Part 2 reflects the methodology and disbursement for the Population-Based Formula funds. Exhibit E Part 3 represents disbursement factor development methodology used by TriMet to allocate the Payroll-Based Formula Funds identified in Part 1. Subrecipient agrees that TriMet has shared all data used to develop the sub-allocation methods in Exhibit E with Subrecipient as relevant, included in its STIF Plan.
  - 1.5.1. Subrecipient and TriMet agree that the set funding amount for Population-Based Funds designated for Subrecipient and other Public Transportation Service providers in Exhibit E, Part 2 represents, to the extent possible and using the best available data, Subrecipient's share of the Population-Based funds as approved by the Oregon Transportation Commission.
  - 1.5.2. Subrecipient and TriMet agree that the funding amount for Regional Coordination funds, if any, of STIF Formula Funds designated for Subrecipient in Exhibit E, Part 1 represents, the amounts agreed upon by the HB 2017 Transit Advisory Committee, which is the advisory committee established pursuant to ORS 184.761.

- 1.5.3. Notwithstanding 1.4.2, if Subrecipient receives STIF Formula Funds generated within TriMet's geographic district, Subrecipient agrees that the STIF Formula Funds in Exhibit E, Part 1 represent the allocation to Subrecipient approved by the Oregon Transportation Commission.
- 1.6. If the total amount of STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 exceeds the total amount in Exhibit D, the Subrecipient shall retain all excess funds in a restricted account for a future STIF Plan or for disbursement as otherwise approved by the Oregon Transportation Commission.
- 1.7. If the total amount of STIF Formula Funds received by TriMet from ODOT exceeds the total amount budgeted by Subrecipient for any fiscal year in Exhibit E, then TriMet shall retain all excess funds in a restricted account and will disburse the funds plus interest, to Subrecipient for STIF Plan activities to be conducted in the following fiscal year until the maximum amount for the current STIF Plan has been reached, or disbursed in accordance to the subsequent STIF Plan approved by the Commission. A Subrecipient cannot spend more than the amount budgeted for STIF Plan Period, whether from STIF Formula funds or interest earned on those funds.
- 1.8. Once payments to Subrecipient have reached at least 75% of the Subrecipient's annual amount identified in the STIF Plan per Exhibit E, in the following quarterly allocation from ODOT, TriMet will first apply the agreed upon allocation percentages to all the Subrecipients and make adjustments to that allocation to ensure each Subrecipient is fully funded, assuming no shortages in funding from the approved STIF Plan is determined.
- 1.8.1. Any STIF Formula Funds, including interest, accrued at the end of the STIF Plan period in excess of the amount budgeted by Subrecipient for the STIF Plan period in Exhibit E will be retained by TriMet and disbursed in accordance to the subsequent STIF Plan approved by the Oregon Transportation Commission.
- 1.9. If the STIF Formula Funds transferred to Subrecipient pursuant to Section 1.4 are not sufficient to meet the funding schedule shown as "Plan Budget" on Exhibit D, TriMet will utilize the Subrecipient's percentage of STIF Formula Funds identified in Exhibit E relative to the total STIF Formula Funds received by TriMet, unless the Parties agree otherwise.
- 1.10. Under the STIF Formula funding arrangement (1.6.1.9), the Subrecipient will receive quarterly disbursements as a lump sum. The Subrecipient assumes full responsibility for allocating the lump sum among the approved projects outlined in the STIF Plan.
- 1.11. TriMet agrees to distribute STIF Formula Funds due to Subrecipient in accordance with the terms of this Agreement, ORS 184.751 *et seq.*, and OAR Chapter 732 Divisions 40 and 42.
- 1.12. TriMet is not responsible for satisfying Subrecipient's budgetary shortfalls or remedying delays in funding to Subrecipient for any reason beyond TriMet's direct control.

## 2. Audit and Compliance Review

- 2.1. All audit and compliance review requirements shall be based on the written guidance provided by ODOT regarding the responsibilities of the QE to conduct oversight activities. This guidance, currently captured in "QE- Subrecipient Oversight Compliance Guide" dated June 2021, shall be incorporated by reference and any subsequent amendments to that guide shall be incorporated into the audit and compliance processes as outlined in this agreement. In the event the parties cannot

reach resolution, ODOT shall have responsibility to determine in writing any disagreements regarding implementation of the QE guidance.

- 2.1.1. Subrecipient oversight should not duplicate oversight in areas already monitored by ODOT, FTA, or otherwise evaluated through the independent audit process.
- 2.2. Subrecipient shall conduct an agreed-upon procedure (AUP) to satisfy the annual financial audit of the STIF Formula Funds received and expended by the Subrecipient pursuant to this Agreement and OAR 732-040-0015. AUP will be carried out by an independent licensed public accountant contracted by the Subrecipient in conjunction with the Subrecipient's annual financial audit or as a separately contracted out independent ad-hoc audit carried out by a licensed public accounting firm contracted by the Subrecipient. Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws and requirements, and specifically as provided by ORS 184.751 through 184.766 and OAR Chapter 732, Divisions 40 and 42 in addition to the requirements set forth in this Agreement.
- 2.3. All financial audits prepared pursuant to Section 2.1 shall include the AUP engagement requirements, developed by ODOT, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide, and in accordance with Generally Accepted Government Auditing Standards (GAGAS), as well as annual expense testing as that meets the QE expense testing requirement as outlined in the QE- Subrecipient Oversight Compliance Guide. Those procedures, and related costs, will be included with the Subrecipient's annual financial statement audit as referenced in Section 2.1 and will be reimbursed to Subrecipient as a cost of the STIF Project or Projects from the Subrecipient's STIF allocation as included in the subrecipient's approved STIF Plan. The AUP and expense testing will be completed at the same time as the Subrecipient's annual financial audit if possible and results of the AUP and expense testing shall be submitted within 30 days of the submission of the finalized financial audit report, unless a change is mutually agreed by TriMet and Subrecipient.
- 2.4. If expense testing is performed by a third party auditor as authorized by the QE Subrecipient Guide, the results of the expense testing shall be submitted to TriMet within 30 days after finalized report has been issued by the auditor.
- 2.5. In conjunction with the above-described audit and expense testing, as directed in writing by ODOT, TriMet may request additional information regarding specific projects or services. Provided, however, that it is the intent of the parties that TriMet will not request additional information if doing so would be duplicative of audits previously performed by Subrecipient or ODOT. As such, TriMet may not request an additional audit if either ODOT or Subrecipient has previously performed an audit (1) that covered the same time period as the audit requested by TriMet; (2) involved a review of the information required by OAR 732-040-015; and (3) was otherwise consistent with any audit procedures or requirements set forth in an ODOT-approved guidance document.
- 2.6. Subrecipient shall be subject to periodic on-site compliance reviews, by TriMet, or a third-party auditor contracted by the Subrecipient, as prescribed in ODOT's STIF Formula QE-Subrecipient Oversight Compliance Guide. The purpose of the compliance site review is to ensure that Subrecipient has appropriate and adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds. Compliance reviews may include, but not be limited to the following, as applicable: program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws,

compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug and alcohol regulations, charter and school bus, and safety and asset management.

- 2.6.1. This review shall occur at a frequency outlined in the QE- Subrecipient Oversight Compliance Guide or in amended guidance, and will not duplicate any materials that have already been tested as part of the completion of the annual AUP, expense testing, or any audits or reviews completed by ODOT or FTA during the period of review.
- 2.6.2. Alternative methods of this review (i.e., desk review) are acceptable, however, require prior approval by ODOT.
- 2.7. The following reports are required as part of the Subrecipient's annual Financial Statement audit, in conjunction with the AUP engagement and expense testing:
- 2.7.1. When conducting a financial statement audit in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS or the Yellow Book), written representations are provided in Subrecipient's Representation Letter regarding STIF Formula Funds to complement the auditing procedures of the independent auditor.

TriMet requires the following language to be included in the Subrecipient's Representation Letter to account for STIF Formula Funds, regardless of materiality:

“We are responsible for complying, and have complied with, the requirements pursuant to ORS Chapter 184 and OAR 732, Divisions 40 and 42 for the use of STIF Formula funds identified in the approved FY2024-2025 STIF Plan. We have all appropriate, adequate internal controls and management procedures to meet the terms and conditions of agreements governing the disbursement of STIF Formula Funds, including program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), compliance with FTA drug & alcohol regulations, charter and school bus, and safety and asset management.”

- 2.7.2. No later than 30 days after receipt of the auditor's financial report, Subrecipient will provide an electronic copy of the following documents to TriMet through the Nextcloud Dropbox or emailed to TriMet STIF Compliance Monitoring Team <STIFCompliance@TriMet.org>:
- 2.7.2.1. Audited Financial Statement Report (or Annual Comprehensive Financial Report (ACFR)) and Single Audit, when applicable;
- 2.7.2.2. Report of Independent Auditors on Compliance and on Internal Control Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon Municipal Auditing Standards;
- 2.7.2.3. Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards;
- 2.7.2.4. Report of Independent Auditors on Compliance for the Major Federal Program, Report on Internal Control Over Compliance, and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance, when applicable;



- 2.7.2.5. Management Representation Letter with the representation language described in 2.7.1;
  - 2.7.2.6. Agreed-Upon Procedures Report as required by ODOT as described in 2.2;
  - 2.7.2.7. Any written communications describing material weaknesses, significant deficiencies, or other matters, including written comments for opportunities for improvement, when applicable;
  - 2.7.2.8. The results of any comprehensive review completed by the Federal Transit Administration or the Oregon Department of Transportation within 30 days of receipt, if applicable;
  - 2.7.2.9. The results of any STIF Formula Fund related reviews or audits within 30 days of receipt, if applicable.
  - 2.7.2.10. If applicable, Subrecipient will provide the asset inventory list as described in Exhibit C Capital Asset Requirements
- 2.8. Subrecipient shall permit TriMet, ODOT, the Secretary of State of the State of Oregon, or their authorized representatives, upon reasonable notice, access to all data and records relating to STIF Formula Funds received or disbursed and to inspect the STIF Plans and Projects financed with STIF Formula Funds including, but not limited to, the financial records, physical premises, and Capital Assets used to deliver public transportation services.

Subrecipient shall ensure that its agreements or contracts with lower tier subrecipients or subcontractors include provisions which permit TriMet, ODOT, the Secretary of State of Oregon, or their authorized representatives, access to data and records held by the Subrecipient or contractor as described in this Section.

### 3. Accounting Requirements

- 3.1. Subrecipient shall account for STIF Formula Funds separately. Any interest accrued must be added to the moneys and reported to TriMet at the end of the Fiscal Year in which it was earned.
- 3.2. Subrecipient shall document the expenditure of all STIF Formula Funds disbursed by TriMet under this Agreement. Subrecipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles (GAAP) and in sufficient detail to permit TriMet to verify how the STIF Formula Funds were expended. Subrecipient shall comply with applicable federal, state and local laws for accounting, billing and reporting requirements with STIF Formula Funds.

### 4. Reporting Requirements

- 4.1. Unless already described under Section 2, Audit and Compliance, in addition to any other reporting required by this Agreement or by law, Subrecipient shall submit the following electronic documentation to TriMet:
  - 4.1.1. The Subrecipient's adopted annual budget for the upcoming Fiscal Year must be submitted, no later than 30 days after adoption and in the same format as published for the public. A lower tier subcontractor or subrecipient is not required to submit its organization's annual budget to TriMet.
  - 4.1.2. The results of any relevant financial audits of the Subrecipient or any subcontractor, as required by a local, state or federal oversight agency for the purposes of statewide reporting including, but not limited to:

- 4.1.2.1. Any other report concerning the financial and administrative activities of Subrecipient as required by law that affects the ability of Subrecipient or a subcontractor to perform the functions or programs funded by this Agreement.
- 4.2. Results of audits described in this Section must be submitted to TriMet no later than 30 days after receipt of the final results. A copy of information submitted under this Section 4.1.2 must be sent to TriMet no later than 30 days after submittal to the requesting agency.
- 4.2.1. Subrecipient will provide TriMet with information that documents the benefits and discrete measurable outcomes associated with each Project as outlined in Exhibit F, the ODOT STIF Formula Fund Reporting Requirements Overview.
- 4.3. Quarterly Reports: Subrecipient shall prepare a quarterly report for TriMet which details Project progress, outcomes achieved, and expenditures of STIF Formula Fund moneys by itself and any subcontractors. The quarterly report shall also provide information confirming that the funds disbursed under OAR 732-042-0035(1) have been used to support transit services for older adults and individuals with disabilities. The quarterly report must be submitted no later than 30 days following the end of a quarter.
- 4.3.1. The quarterly reporting periods for each STIF Plan year are:
- 4.3.1.1. January through March
  - 4.3.1.2. April through June
  - 4.3.1.3. July through September
  - 4.3.1.4. October through December
- 4.4. Quarterly progress reports should be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit D. Reports must be in a format acceptable to TriMet.
- 4.5. TriMet reserves the right to request additional information as may be necessary to comply with state reporting requirements.
- 4.6. STIF Plan Period Reconciliation: Within 30 days of the end of an approved STIF Plan period, TriMet shall reconcile disbursements made to Subrecipient against the Subrecipient's reported expenditures. If disbursements are found to exceed the expenditures, the amount may be carried forward by the Subrecipient into the next STIF Formula Fund Cycle provided that the Commission approves of the funding plan and any funds carried forward.
- 4.7. Capital Asset Reports: If the Subrecipient has acquired, purchased or leased Capital Assets using STIF Formula Fund moneys, Subrecipient shall provide TriMet with a report of the Capital Asset inventory, described in Exhibit C Section 2, including, an identification of any sale, transfer or other disposition of the Capital Asset as described in Exhibit C. Capital Asset Reports must be submitted to TriMet on a quarterly schedule in a manner specified by TriMet.

## 5. Withholding of Funds

- 5.1. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STIF Formula Funding requirements hereunder by Subrecipient. Upon breach of this Agreement by Subrecipient, TriMet may withhold future STIF Formula Fund payments to Subrecipient.
- 5.2. In addition to any other provisions of this Agreement TriMet may withhold payment of STIF Formula Funds, if:

- 5.2.1. The Subrecipient or its subcontractor is not using STIF Formula Funds in accordance with the STIF Plan, this Agreement, or applicable laws or regulations;
- 5.2.2. The Subrecipient or its lower-tier subrecipient or subcontractor has not submitted reporting required by applicable law or this Agreement, subject to a reasonable cure period;
- 5.2.2. TriMet determines that there are unresolved audit findings relating to the accounting for STIF Formula Funds as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.3. TriMet determines that there is any unresolved compliance review finding relating to the use of STIF moneys as provided by Section 2 Audit and Compliance Review of this Agreement;
- 5.2.3. If an audit or a review of Subrecipient under this Agreement determines that Subrecipient used STIF Formula Funds inconsistently with this Agreement, TriMet may withhold future STIF Formula Funds;
- 5.2.4. 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;
- 5.2.5. The Commission has withdrawn, modified, or limited its approval of Subrecipient's program as described in this Agreement;
- 5.2.6. Subrecipient terminates this Agreement; or
- 5.2.7. TriMet fails to receive funding, appropriations, limitations or other expense authority outside the control of TriMet, sufficient to allow TriMet, in the exercise of its reasonable administrative discretion or to continue to make payments for performance of this Agreement.

## **6. Discrimination Prohibited/Compliance with Laws**

- 6.1. Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives STIF Formula Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.
- 6.2. Subrecipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Subrecipient 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.
- 6.3. Subrecipient will include the terms of Sections 6.1-6.2 in any contract with a lower-tier subcontractor or subrecipient for the use of STIF Formula Funds.

## **7. Indemnification**

- 7.1. The parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, officers, employees and agents from and against all

claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees, resulting from or arising, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act. Any claim, suit, or action not arising solely out of the Subrecipient's use of the STIF Formula Funds or Subrecipient's provision of transportation services shall be governed by Exhibit A(6), contribution.

- 7.2. In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving STIF Formula Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

## 8. Vehicle/ Operator Requirements

- 8.1. Subrecipient shall ensure that all drivers of vehicles purchased with STIF Formula Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.
- 8.2. To the extent allowed by Oregon law, Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers as provided by Subrecipient's own policy or as provided for in a contract with a vendor or contractor.
- 8.3. Subrecipient will include the terms of Sections 8.1-8.2 in any contract with a lower-tier subcontractor or subrecipient for the use of STIF Formula Funds.

## 9. Funding

- 9.1. Upon execution of this Agreement, TriMet shall disburse to Subrecipient funds quarterly, as outlined in the schedule set forth in Exhibits A, D, and E.
- 9.2. Subrecipient shall document eligible use of STIF Formula Funds through the reports submitted to TriMet's Project Manager in accordance with this Agreement and the Exhibits.
- 9.3. The parties acknowledge that the schedule for disbursement of funds in Exhibits D and E are based on anticipated future revenues collected by the State of Oregon. The estimated disbursements are not guaranteed. Actual funds received may not be sufficient to provide Subrecipient the full amount of STIF Formula Funds in any quarter as anticipated by this Agreement.

## 10. Term

This Agreement shall be in effect from July 1, 2023 upon signature of both parties. Subrecipient may use STIF Formula Funds for allowable costs incurred after July 1, 2023 and through the term of

this Agreement, June 30, 2025, unless the Agreement is terminated earlier as provided in this Agreement.

## 11. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below:

### **TriMet:**

#### Program Manager for Reporting and Compliance:

Erika Turney, Grants Manager  
101 SW Main St., Suite 500  
Portland, OR 97204  
503.962.4832  
[turneye@trimet.org](mailto:turneye@trimet.org), or  
[STIFCompliance@trimet.org](mailto:STIFCompliance@trimet.org)

#### Program Manager for STIF Program Questions:

Tom Mills, Director of Planning and Policy  
101 SW Main St., Suite 700  
Portland, OR 97204  
503.962.4883  
[millst@trimet.org](mailto:millst@trimet.org)

### **Subrecipient:**

#### For all communications:

Andi Howell, Transit Director, Sandy Area Metro  
16610 Champion Way,  
Sandy, OR 97055  
503-489-0925ahowell@ci.sandy.or.us

If one party finds a need to designate a new Project Manager, it shall immediately notify the other party in writing, electronic mail, or other dated documentation.

## 12. Assignment/Subcontracts

Except with regard to audit requirements, Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet. If the delegation to a specific entity has been made in the STIF Plan approved by ODOT, then TriMet consents to the delegation.

## 13. Mediation

Should any dispute arise between the parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party

commencing litigation. In such an event, the parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the parties. Notwithstanding the foregoing, either party may seek equitable relief, including, but not limited to, injunctive relief and specific performance, at any time prior to, during, or following mediation.

**14. Entire Agreement/Authority**

14.1. This Agreement, which includes the attached Exhibits A-F 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. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

14.2. If any term of this Agreement is determined by a court to be illegal or conflict with any law, the remaining terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14.3. This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), 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.

14.4. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

TRIMET

Subrecipient

By: Nancy Young-Oliver  
Chief Financial Officer (CFO)

By: \_\_\_\_\_

Signature: \_\_\_\_\_

As Its:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
[PTSP] Attorney

**EXHIBIT A**  
**SPECIFIC AGREEMENT PROVISIONS**

**Subrecipient shall comply with the provisions as set forth in this Exhibit. Where provided in Exhibit A, Subrecipient shall require each of its lower-tier subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit.**

**1. Disbursement and Recovery of STIF Formula Funds.**

**A. Disbursement Generally.** TriMet shall promptly disburse STIF Formula Funds to Subrecipient after the Oregon Department of Transportation provides funding to TriMet in accordance with and subject to approval of the STIF Plan, the terms and conditions of this Agreement, and Subrecipient's compliance with this Agreement. As used in this Section, "promptly, means within 5 business days of TriMet's receipt of STIF Formula Funds from ODOT, absent a written notification from TriMet to Subrecipient explaining the reason(s) for any delay beyond 5 business days. Subject to the forgoing and based on the current and best available information, TriMet anticipates the following schedule for distribution of STIF Formula funds to Subrecipient:

- i. Upon execution of this Agreement and to the extent TriMet has received funds from ODOT, TriMet shall disburse funds to the Subrecipient as outlined in Exhibit E. TriMet will make disbursements quarterly following receipt from ODOT. ODOT expects to disburse funds to TriMet on January 15, April 15, July 15, and October 15 each year during the STIF Plan Period.
- ii. TriMet will provide a written summary of total funds received and total funds disbursed with each disbursement made under this Agreement to all Subrecipients.

**B. STIF Plan Budget Revisions.** In the event that Subrecipient determines that funds need to be shifted between tasks within that Subrecipient's Project or between that Subrecipient's Projects as allowed under ODOT published guidance, Subrecipient's Project Manager will submit a transfer request to TriMet's Project Manager for Reporting and Compliance. TriMet will promptly request approval from ODOT on Subrecipient's behalf.

**2. Representations and Warranties of Subrecipient.** Subrecipient represents and warrants to TriMet as follows:

**A. Organization and Authority.** Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the STIF Formula Funds. Subrecipient 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 Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient 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 Subrecipient's Charter, 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 Subrecipient is a party or by which Subrecipient 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 Subrecipient of this Agreement.

- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient, 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.** Subrecipient'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 sub agreements, 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 Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet 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.
- E. **Policies and Procedures.** Subrecipient represents and warrants that it has all of the policies and procedures in place to ensure compliance with OAR 732, Divisions 40 and 42, and to achieve the goals and outcomes specified in the Agreement, including but not limited to program and project management, financial management, operations management, procurement, use and maintenance of equipment, records retention, compliance with state and federal civil rights laws, compliance with the Americans with Disabilities Act (ADA), charter and school bus, and safety and asset management.

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.

### 3. Retention of Records and Audit Expenses

- A. **Retention of Records.** Subrecipient shall retain and keep and require its subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the STIF Formula 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 of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient and its subcontractors shall retain the records until the questions are resolved.
- B. **Capital Asset Records.** For any Capital Asset purchased with STIF Formula Funds by Subrecipient or a subcontractor, all records relating to such Capital Assets shall be maintained for three years after disposition of the Capital Asset.
- C. **Audit Requirements.** Subject to the applicable limits of the Oregon Constitution and the Oregon Tort Claim Act, Subrecipient shall indemnify and hold harmless TriMet from the cost of any audits or special investigations to the extent arising from or related to Subrecipient's use of STIF Formula Funds in breach of this Agreement or applicable law. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement. This section does not apply to



regular audit and compliance reviews that are conducted pursuant to Section 2 of this Agreement.

#### 4. **Subrecipient Sub agreement and Procurement**

A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project.

- i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) days of its being discovered.

B. **Subrecipient's sub agreement(s) shall require the other party to such sub agreement (s) to indemnify, defend, save and hold harmless TriMet, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including reasonable 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 Subrecipient's sub agreement or any of such party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that TriMet shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of TriMet, be indemnified by the other party to Subrecipient's sub agreement(s) from and against any and all Claims.**

Any such indemnification shall also provide that neither Subrecipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subcontractors"), nor any attorney engaged by Subrecipient's Subcontractor(s), shall defend any claim in the name of TriMet nor purport to act as legal representative of TriMet without the prior written consent of TriMet. TriMet may, at any time at its election, assume its own defense and settlement in the event that it determines that Subrecipient's Subcontractor is prohibited from defending TriMet or that Subrecipient's Subcontractor is not adequately defending TriMet's interests, or that an important governmental principle is at issue or that it is in the best interests of TriMet to do so. TriMet reserves all rights to pursue claims it may have against Subrecipient's Subcontractor if TriMet elects to assume its own defense.

Subrecipient shall require the other party, or parties, to each of its sub agreements 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 B to this Agreement.

C. **Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project in compliance with all applicable procurement laws and policies.

#### 5. **Termination**

A. **Termination by Subrecipient.** Subrecipient may terminate this Agreement or terminate or suspend any specific Project funded by this Agreement, effective upon delivery of written notice of termination to TriMet within 30 days, or at such later date as may be established by Subrecipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Subrecipient; 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.
- B. Effect of Termination.** The expiration or termination of this Agreement or any Project, for any reason, shall not release Subrecipient from any obligation or liability to TriMet, any requirement or obligation that:
- i. Has already accrued hereunder;
  - ii. Comes into effect due to the expiration or termination of the Agreement; or
  - iii. Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement or any Project as provided in this Section, Subrecipient shall promptly identify all unexpended funds and return all unexpended funds to TriMet. Unexpended funds are those funds received by Subrecipient under this Agreement that (i) have not been spent or expended to pay the costs or expenses of the Project or Projects; and (ii) are not required to pay costs or expenses of the terminated Project(s) that will become due and payable as a result of the termination of the Project(s).

Subrecipient's identification and calculation of unexpended funds in this Section is Subject to **Section 2, Audit and Compliance Review**, of this Agreement.

## 6. 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 TriMet or Subrecipient 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 TriMet is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), TriMet 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 Subrecipient in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the Subrecipient 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 TriMet on the one hand and of Subrecipient 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. TriMet'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 TriMet had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be if joined in the Third Party Claim), Subrecipient 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 TriMet in such proportion as is appropriate to

reflect the relative fault of Subrecipient on the one hand and of TriMet 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 Subrecipient on the one hand and of TriMet 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. If Subrecipient is a public body, Subrecipient'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, and the Oregon Constitution, if Subrecipient had sole liability in the proceeding.

- B. **Duplicate Payment.** Subrecipient 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, TriMet or any other party, organization or individual.
- C. **No Third Party Beneficiaries.** TriMet and Subrecipient 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.
- D. **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, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 12 Communications of the Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. 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 three days after the date of mailing. If email is used for communications pursuant to the following Sections, either mail or personal delivery must also be employed by the sender to the recipient and the later of the delivery dates is the date that will be used to calculate any timeframes for responses or cure periods for the recipient: Section 5.2; Exhibit A, Sections 1(A), 3(C), 5, and 6(A); and Exhibit C, Section 7.
- E. **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 TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. 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.
- F. **Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its contractor(s) and subcontractor(s) complies with these requirements. Subrecipient shall include in any subcontracts to perform services pursuant to this Agreement a provision requiring a subcontractor to comply with this Subsection F, and that failure to do so is a material breach of the subcontract with Subrecipient.

G. **Independent Contractor.** Subrecipient shall perform the Project as an independent contractor and not as an agent or employee of TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs the Project, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performing the Project. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an “officer,” “employee,” or “agent” of TriMet, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the parties.

**EXHIBIT B**  
**SUBRECIPIENT INSURANCE REQUIREMENTS**

GENERAL

Subrecipient shall obtain and provide, and require in its first tier sub agreements with entities that are not units of local government as defined in ORS 190.003, if any, that the subcontractor obtain and provide the same insurance applicable to Subrecipient for subcontractor's performance under its sub agreement: i) 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 of this Agreement and of any sub agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement and sub agreement. 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 TriMet. Subrecipient shall not commence work under this Agreement, and shall not authorize work to begin under a sub agreement until the insurance is in full force. Thereafter, Subrecipient shall monitor continued compliance with the insurance requirements in its sub agreements on an annual or more frequent basis. Subrecipient shall incorporate appropriate provisions in the sub agreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Subrecipient permit work under a sub agreement when Subrecipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a sub agreement in which the Subrecipient is a party.

Subrecipient may be self-insured as long as the amount of insurance are equal to the amounts listed below. Subrecipient shall comply with any requirements of TriMet with respect to these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
  
- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:
 

Bodily Injury, Death and Property  
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
  
- III. **AUTOMOBILE Liability Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and

"Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by TriMet:

Bodily Injury, Death and Property  
Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

#### ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include TriMet, and its respective officers, employees and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

#### "TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient and the subcontractor 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 this Agreement for Subrecipient, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Subrecipient and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Subrecipient or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Subrecipient or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

#### NOTICE OF CANCELLATION OR CHANGE

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

#### CERTIFICATE(S) OF INSURANCE

Subrecipient shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. 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. In lieu of filing the certificate of insurance required herein, if Subrecipient is a local government as defined under ORS 190.003, Subrecipient may furnish a declaration that Grantee is self-insured for no less than the amounts required by applicable law.

**EXHIBIT C  
CAPITAL ASSET REQUIREMENTS**

The terms of Exhibit C applies to all Recipients who purchased Capital Assets with STIF Formula Funds.

1. Subrecipient shall ensure Satisfactory Continuing Control of a Capital Asset purchased or leased in whole or part with STIF Formula Funding during the period of its useful life or until disposition.
2. Subrecipient shall inventory Capital Assets purchased or leased in whole or part with STIF Formula Funds. The inventory will include a description of the Capital Asset, date of purchase or lease, purchase price, amount of STIF Formula Funds contributed to the purchase or lease, the source of other funds, if applicable, the authorized use, the Subrecipient or subcontractor using the Capital Asset, and the condition of the asset.
  - i. If Capital Asset is a vehicle, the inventory must include the size of vehicle, the total number of passenger seats, the total number of ADA stations, the total number of seats when all ADA stations are deployed, the current mileage, and its current condition.
  - ii. If Capital Asset is an improvement to real property, such as a facility, building, or transit shelter, the inventory must include the location of the Capital Asset and its current condition.
3. Vehicles may be replaced using STIF Formula Funding if:
  - i. Subrecipient holds clear title to the vehicle(s) being replaced. Salvaged titles will not be accepted.
  - ii. The vehicle(s) has met or exceeded the applicable useful life guidelines established by the Oregon Department of Transportation (ODOT), or, if federal funds are used to purchase the vehicle, those established by the Federal Transit Administration (FTA), provided such FTA standards are no less stringent.
  - iii. The vehicle has not been previously replaced.
4. By executing an Agreement that includes the purchase of Capital Assets, Subrecipient commits to continually use the vehicle for the approved purpose for the useful life of the vehicle(s).
5. To be eligible to receive STIF Formula Funds for a real property Capital Asset, such as a transit facility, bus barn, maintenance facility, land, or administration building, Subrecipient shall demonstrate one or more of the following:
  - i. Subrecipient ownership of the property upon which the Capital Asset will be located;
  - ii. Subrecipient possession of an executed lease agreement for the property location that will be in place for the useful life of the Capital Asset;
  - iii. Subrecipient possession of an executed lien on the property for the useful life of the Capital Asset;
  - iv. In the case of a Project which will utilize property owned by a local city, county or government, an executed intergovernmental agreement with the property owner guaranteeing ongoing use for the duration of the useful life of the Capital Asset; or
  - v. In the case of a Project to purchase land, an option to purchase the land identified in the Project.
6. Subrecipient shall:

- i. Comply with all useful life standards established by TriMet and ODOT for Capital Assets acquired pursuant to their STIF Plans, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
  - ii. Use TriMet's and ODOT's established procedures for the disposition of Capital Assets acquired with STIF Formula Fund moneys, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA, provided such FTA standards are no less stringent.
  - iii. Retain the net proceeds from a sale or other disposition of a Capital Asset to reinvest in a future STIF Plan capital Project or return the net proceeds to ODOT. Net proceeds are the asset's original value less disposal proceeds, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, then only the proportion representing STIF Formula Fund contribution to the purchase are subject to this rule.
  - iv. Comply with TriMet's and ODOT's written procedures to ensure that a Capital Asset is maintained in safe operating condition, or, if federal funds are used to purchase the Capital Asset(s), those established by the FTA provided such FTA standards are no less stringent.
  - v. Maintain insurance or self-insurance coverage, or require subcontractors to maintain insurance coverage, that meets or exceeds the standards in ORS 806.070.
  - vi. Ensure that vehicles purchased in whole or in part with STIF Formula Fund moneys are titled with the Oregon Department of Transportation Driver and Motor Vehicle Services Division pursuant to ORS 803.045 and supporting rules, with the Oregon Department of Transportation listed as the primary security interest holder, subject to the following additional requirements:
    - 1. If the vehicle is registered in the name of an entity that is not a Qualified Entity or Public Transportation Service Provider, then TriMet, as the Qualified Entity and as required by OAR 732-042-0040(6), must be listed on the vehicle title as the secondary security interest holder.
    - 2. If the vehicle was purchased with federal funds in addition to STIF Formula Fund moneys, and the federal funding source requires the vehicle to be titled otherwise than provided in this Agreement, then the federal titling requirements prevail.
7. Subrecipient shall notify TriMet of the sale, transfer or other disposition of a Capital Asset purchased with STIF Formula Fund moneys and shall report the use of proceeds, if any, from the sale to TriMet.
  8. A Subrecipient may transfer its interest in a Capital Asset to an asset of equal or greater value if the transfer is proposed in a STIF Plan which is approved by the Commission.
  9. When TriMet is a security interest holder in a Capital Asset, TriMet may exercise all of the rights provided to a secured lien holder under Oregon law, including without limitation, the ability to take control or possession of the Capital Asset if it determines either:
    - i. that the asset is not being used for the purpose described in a STIF Plan under which it was funded in whole or part by STIF Formula Fund moneys; or
    - ii. if, during a compliance audit conducted pursuant to **Section 2 Audit and Compliance Review** of this Agreement, TriMet determines the asset is not being maintained in a state of good operational repair.



**EXHIBIT D**  
**SUBRECIPIENT SCOPE OF WORK**

Sub-Recipient Contact Information

- Name of Organization: City of Sandy
- Contact Person: Andi Howell, Transit Director, Sandy Area Metro
- Address: 16610 Champion Way, 97055
- Telephone: 503-489-0925
- E-Mail: ahowell@ci.sandy.or.us
- FAX: 503-826-0618

TriMet Contact for Reporting and Compliance:

- Contact Person: Erika Turney, Grants Manager
- Address: 101 SW Main St., Suite 500, Portland, OR 97204

- Telephone: 503.962.4832
- E-Mail: [STIFCompliance@trimet.org](mailto:STIFCompliance@trimet.org) and/or [turneye@trimet.org](mailto:turneye@trimet.org)

TriMet Contact about HB2017 Program:

- Contact Person: Tom Mills, Director, Mobility Planning & Policy
- Address: 101 SW Main St., Suite 500, Portland, OR 97204
- Telephone: 503.962.4883
- E-Mail: [millst@trimet.org](mailto:millst@trimet.org)

Term of Contract:

7/1/2023 thru 6/30/2025

Total FY24-25 STIF Formula Funds (with unspent funds/interest from prior STIF Plans): \$1,959,845

Total New FY24-FY25 STIF Formula Funds (no unspent funds/interest): \$1,842,973

**DESCRIPTION OF PROJECTS**

Project Description:

The City of Sandy will conduct the following activities with FY24-25 Statewide Transportation Improvement Formula Funds and Population Based Formula Funds received via TriMet:

STIF Plan Project Number	Project Name	Project Description	Task Number & Description
1	Expanded Service Continuance	Continue funding for existing STIF service on three SAM fixed route services. This includes at least one hour of service Monday through Friday on the SAM Gresham, one hour of service Monday through Saturday on the SAM Estacada, and two hours of service Monday through Friday on the SAM Shopper. These runs were added during the FY19/21 funding cycle. This project covers all operational (operating assistance) costs. This project maintains STIF expanded bus services in communities with a high percentage of low-income households, improves connectivity inside the QE's service area while also coordinating with other public transportation service providers outside the QE service area.	Task 1: Operations
			Task 2: Operations
			Task 3: Operations
2	Sandy Area Metro Shopper	Funding for STIF service on SAM Shopper Saturdays. This expansion project includes operation costs for at least 5 hours of Saturday service.	Task 1: Operations
3	Administration Costs	Approved category to cover the costs of administering the STIF program, including project/plan development,	Task 1: Project Administration

		ongoing operating costs of SAM Gresham, Estacada, Shopper, Town Center, Rides and ED, procurement, surveys of services, expanded facilities plans, and audit costs.	
4	Program Reserve	Funds will be used to maintain existing services if any Sandy Transit funds are reduced, lost/eliminated or delayed. This is an approved category to cover cost of preserving service if Federal or State grant funding, local tax or any other revenue sources fall or if operations costs rise on any SAM service including the SAM, Estacada, Shopper Shuttle, Clackamas Town Center, rides and ED service. Additionally, the Coordinated Transportation Plan and Sandy Master Plan all prioritize funding existing services before capital projects and expansions.	Task 1: Program Reserve
5	Capacity Project	Planning and construction of administration space for the Sandy Operations Center. Task 1 is to plan the expansion of administrative and maintenance space at the Sandy Operations Center. These funds may be used to pay contractors for design including Architectural and Engineering specs, as match for grants awarded for the planning of the expansion or construction to accommodate additional administrative or maintenance space in existing buildings or the construction of new buildings. Other funds have also been awarded to aide in the planning phase. Task 2 is to implement construction changes to current administrative and maintenance space to accommodate needed space for training rooms, conference space, added facility or maintenance abilities and/or begin construction of new buildings. This project and these funds have been accumulating since 2019. This project includes the Capacity Project from previous STIF plans and the interest accrued in FY19, FY20, FY21, FY22 and FY23.	Task 1: Planning  Task 2: Facility Purchase
6	Electric Vehicle Infrastructure	Make Ready Infrastructure for Electric Vehicles, Charging Stations and/or	Task 1: Equipment Purchase

		Match for construction, upgrades or electric vehicle	
7	Local Dial - a - Ride Program SAM Rides	The SAM rides service provides the only public transit demand response option available to the general public. It is available for everyone in city limits as well as a 3-mile radius from city center. As our vehicles proudly state on the back “Give us a call, we’ll pick you up”. It is a destination-to-destination service and provides the complimentary ADA paratransit service for SAM fixed routes. All vehicles are ADA equipped. Customers schedule rides by calling the SAM dispatch line although we are currently implementing new software that will provide more options.	Task 1: Operations
8	Deviated Route - Estacada Service	The city of Estacada lies south of Sandy and has approximately 4,688 residents. This service is an intercity commuter route with the ability to deviate in a rural, underserved service area. Deviations are primarily requested by individuals who are not physically able to walk or ride to the main highway for transportation and live in mobile home parks located along the route. This is a scheduled route, so individuals only need to telephone the Sandy dispatch office to request a route deviation. The program is on the Sandy website and all Sandy schedules/brochures	Task 1: Operations
9	Elderly & Disabled Door - to - Door Service	This service is available to frail elderly and person with disabilities who live in Sandy city limits for services (primarily medical) which they cannot receive in city limits. It is the only medical rides program available for seniors and/or persons with disabilities in city limits for out-of-town demand response services for rides originating in the city limits. Individuals are enrolled through an interview process with City staff to determine the medical condition that necessitates the use of the program. The condition can be temporary or permanent. The individual then schedules rides for appointments using the dispatch line at Sandy Transit. The program is	Task 1: Operations

		marketed on the City web page and is listed in the schedule/brochures as a service SAM provides. It does improve physical access to transit as the individuals who use this service often have no other transit option due to their condition and location.	
10	SAM Bus and Bus Stop Upgrades	The main corridor of town is Highway 26, on which most sheltered bus stops and a transit center are located. SAM has adhered to the Coordinated Transportation Plan by adding stops to remove transit barriers both in the main corridor and throughout town (14 shelters) (P. 5-2). This project aims to improve safety and security at transit facilities (p. 5-5) by improving lighting at each sheltered stop. Transit Shelters along the highway currently have solar powered lighting that was installed in 2009; is outdated and no longer serviceable. Some are no longer working or are very dull. This project would improve, replace or add solar powered lighting to each shelter as needed throughout town.	Task 1: Equipment Purchase
11	Regional Coordination	This project adds a new service from the city of Sandy to Clackamas Town Center. This project includes the procurement of a vehicle.	Task 1: Vehicle Purchase Task 2: Operations

**PLAN BUDGET:**

STIF Plan Project Number	FY24	FY25	Prior Biennia STIF Funds Unspent	Prior Biennia STIF Interest Unspent
1	\$122,071	\$ 146,485	\$0	\$0
2	\$ 27,746	\$ 33,317	\$0	\$0
3	\$ 25,000	\$ 20,000	\$0	\$0
4	\$ 25,700	\$ 25,700	\$0	\$0
5	\$0	\$0	\$112,974	\$3,898
6	\$25,000	\$20,000	\$0	\$0
7	\$136,557	\$136,556	\$0	\$0
8	\$44,757	\$44,758	\$0	\$0
9	\$42,661	\$42,661	\$0	\$0
10	\$11,993	\$11,993	\$0	\$0
11	\$ 550,000	\$350,000	\$ 0	\$
<b>Subtotal</b>	<b>\$1,011,503</b>	<b>\$831,470</b>	<b>\$ 112,974</b>	<b>\$ 3,898</b>
<b>Grand Total (all funds):</b>	<b>\$1,959,845</b>			
<b>Grant Total (new funds):</b>	<b>\$1,842,973</b>			

**REPORTING:**

<b>Plan Outcomes</b>	<b>FY24-25 Plan</b>	<b>Quarterly Report</b>	<b>Annual Report</b>
Revenue Miles	141,305	X	
Revenue Hours	9038	X	
Rides	35,172	X	
Number of new shared stops with other transit providers	33	X	
Number of students in grades 9-12 served by demand response	n/a	X	
Number of students in grades 9-12 with free or reduced fares	n/a	X	
Other outcomes	n/a	X	
Number of individuals within a ½ mile of a transit stop for fixed route transit	80,142		X
Number of low-income households within a ½ mile of a transit stop for fixed route transit	12,547		X
Number of students in grades 9-12 attending a school served by transit	n/a		X
Number of rides to students in grades 9-12	250		X
<b>Program Criteria</b>			
Increased frequency to areas with a high percentage of low-income households			X
Expanded routes or services to areas with a high percentage of low-income households			X
Reduced fares in communities with a high percentage of low-income households			X
Procurements of low or no emission buses for use in areas with a population of 200,000 or more			X
Improved frequency and reliability of service between communities in and out of the Qualified Entity's area			X
Improved coordination among Public Transportation Service Providers to reduce fragmentation of service			X
Implementation of programs to provide student transit service for students in grades 9-12			X
<b>Capital Assets</b>			
Acquired, purchased or leased capital assets Qualified Entities and Public Transportation Service Providers using STIF funds		X	
<b>Low-Income Tax Mitigation</b>			
Report on mitigating the tax on low-income passengers			X
<b>Audit Reports</b>			
Copy of financial audits, including STIF procedures			X

**EXHIBIT E**  
**STIF FUNDING DISBURSEMENT FORMULA**

**EXHIBIT E PART 1**

**Payroll-Based Formula**

FY24 STIF Payroll Based Formula Funds Disbursement Steps	Step 1:	Step 2:	Step 3:	Step 4:	Not to Exceed FY24 STIF Payroll Based Formula Funds Plan
	Apply STIF Disbursement Factors to Total	Regional Coord. Disbursement per Quarter	Human Services/Streetcar Disbursement per Quarter	Human Services/Streetcar Breakout per Quarter	
Jurisdictions	Multiply total by disbursement factor for each jurisdiction	Deduct off the top of TriMet Disbursement	% of TriMet Disbursement	Divide Human Services/Streetcar disbursement	Year FY24 of New FY24-25 Payroll Based Formula Funds STIF Plan
TriMet	0.95078072			0.11822251	\$ 69,134,666
Clackamas County	0.00874575	\$ 195,000		0.05485343	\$ 2,034,702
Multnomah County	0.00117914	\$ 236,500		N/A	\$ 1,201,000
Washington County	0.00572522	\$ 700,216		N/A	\$ 3,223,365
City of Wilsonville - SMART	0.02197322	\$ 426,193	0.06263100	N/A	\$ 2,755,000
Canby Area Transit	0.00539101	\$ -		N/A	\$ 432,921
Sandy Area Metro	0.00233753	\$ 137,500		0.01785235	\$ 862,953
South Clackamas Transportation District	0.00386741	\$ -		N/A	\$ 408,256
City of Portland Streetcar	N/A	\$ -		0.61265121	\$ 3,000,000
Ride Connection	N/A	\$ -		0.1964205	\$ 961,822
<b>Subtotal</b>		<b>\$ 1,695,410</b>			<b>\$ 84,014,684</b>

FY25 STIF Payroll Based Formula Funds Disbursement Steps	Step 1:	Step 2:	Step 3:	Step 4:	Not to Exceed FY25 STIF Payroll Based Formula Funds Plan
	Apply STIF Disbursement Factors to Total	Regional Coord. Disbursement per Quarter	Human Services/Streetcar Disbursement per Quarter	Human Services/Streetcar Breakout per Quarter	
Jurisdictions		Deduct off the top of TriMet Disbursement	% of TriMet Disbursement	Divide Human Services/Streetcar disbursement	Year FY25 of New FY24-25 Payroll Based Formula Funds STIF Plan
TriMet	0.950780720	N/A		0.09801122	\$ 51,267,000
Clackamas County	0.008745750	\$ 220,878		0.05394116	\$ 2,600,741
Multnomah County	0.001179140	\$ 248,750		N/A	\$ 1,079,000
Washington County	0.005725220	\$ 755,362		N/A	\$ 3,474,099
City of Wilsonville - SMART	0.021973220	\$ 428,000	0.08055586	N/A	\$ 4,405,000
Canby Area Transit	0.005391010	N/A		N/A	\$ 450,231
Sandy Area Metro	0.002337530	\$ 87,500		0.01713599	\$ 682,921
South Clackamas Transportation District	0.003867410	N/A		N/A	\$ 239,256
City of Portland Streetcar	N/A	N/A		0.58806728	\$ 3,000,000
Ride Connection	N/A	N/A		0.24284435	\$ 1,238,860
<b>Subtotal</b>		<b>\$ 1,740,491</b>			<b>\$ 68,437,108</b>

## EXHIBIT E PART 2

## Population-Based Formula

<b>FY24 STIF Population Funds Disbursement Steps</b>	<b>STIF Population Disbursement per Quarter</b>	<b>Not to Exceed FY24 STIF Population Based Formula Funds Plan</b>
<b>Jurisdictions</b>		<b>New FY24 Population Based Formula Funds Per FY24-25 STIF Plan</b>
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville - SMART	\$ 79,307	\$ 317,227
Canby Area Transit	\$ 32,436	\$ 129,744
Sandy Area Metro	\$ 37,137	\$ 148,550
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,345
<b>Total</b>	<b>\$ 1,227,345</b>	<b>\$ 4,909,381</b>

<b>FY25 STIF Population Funds Disbursement Steps</b>	<b>STIF Population Disbursement per Quarter</b>	<b>Not to Exceed FY25 STIF Population Based Formula Funds Plan</b>
<b>Jurisdictions</b>		<b>New FY25 Population Based Formula Funds Per FY24-25 STIF Plan</b>
TriMet	\$ -	\$ -
Clackamas County	\$ 132,425	\$ 529,700
Multnomah County	\$ 136,608	\$ 546,431
Washington County	\$ -	\$ -
City of Wilsonville - SMART	\$ 79,307	\$ 317,227
Canby Area Transit	\$ 32,436	\$ 129,744
Sandy Area Metro	\$ 37,137	\$ 148,549
South Clackamas Transportation District	\$ 33,346	\$ 133,385
City of Portland Streetcar	\$ -	\$ -
Ride Connection	\$ 776,086	\$ 3,104,346
<b>Total</b>	<b>\$ 1,227,345</b>	<b>\$ 4,909,381</b>



### EXHIBIT E PART 3 Disbursement Factor Development Methodology

Area	2020 QCEW		Percent out of TriMet District	ODOT STIF Formula Fund Allocation		
	Total Pay	Payroll Tax		FY 2024	FY 2025	Total
<b>Clackamas County Total</b>						
Within TriMet Service District	\$7,016,749,380	\$7,016,749				
Outside TriMet Service District	\$2,321,479,836	\$2,321,480		\$2,321,003	\$2,439,061	\$4,760,064
	<b>\$9,338,229,216</b>	<b>\$9,338,229.22</b>				
<b>Sub-County Allocation</b>						
Clackamas County	\$540,785,839	\$540,786	23.29%	\$540,675	\$568,176	\$1,108,851
South Clackamas Transportation District (SCTD)	\$239,137,961	\$239,138	10.30%	\$239,089	\$251,250	\$490,339
City of Wilsonville	\$1,063,668,349	\$1,063,668	45.82%	\$1,063,450	\$1,117,542	\$2,180,992
City of Canby	\$333,348,510	\$333,349	14.36%	\$333,280	\$350,232	\$683,512
City of Sandy	\$144,539,177	\$144,539	6.23%	\$144,509	\$151,860	\$296,369
<b>Subtotal</b>	<b>\$2,321,479,836</b>	<b>\$2,321,480</b>		<b>\$2,321,003</b>	<b>\$2,439,061</b>	<b>\$4,760,064</b>
<b>Washington County Total</b>						
Within TriMet Service District	\$19,518,639,792	\$19,518,640				
Outside TriMet Service District	\$649,041,327	\$649,041		\$690,524	\$725,647	\$1,416,171
	<b>\$20,167,681,119</b>	<b>\$20,167,681.12</b>				
<b>Sub-County Allocation</b>						
Washington County	\$354,014,315	\$354,014	54.54%	\$376,641	\$395,798	\$772,439
City of Wilsonville	\$295,027,012	\$295,027	45.46%	\$313,883	\$329,849	\$643,732
<b>Subtotal</b>	<b>\$649,041,327</b>	<b>\$649,041</b>		<b>\$690,524</b>	<b>\$725,647</b>	<b>\$1,416,171</b>
<b>Multnomah County Total</b>						
Within TriMet Service District	\$32,255,337,212	\$32,255,337				
Outside TriMet Service District	\$72,911,229	\$72,911		\$66,940	\$70,345	\$137,285
	<b>\$32,328,248,441</b>	<b>\$32,328,248.44</b>				
<b>Data Sources:</b>	Oregon Employment Department Revised by OED April 2022			Oregon Department of Transportation December 2021		

Jurisdiction	2020 Payroll [QCEW Data]	FY24-25 STIF Disbursement Rate [Rounded to 8 decimals]
TriMet	\$58,790,726,384	0.95078072
Clackamas County	\$540,785,839	0.00874575
Multnomah County	\$72,911,229	0.00117914
Washington County	\$354,014,315	0.00572522
SMART	\$1,358,695,361	0.02197322
Canby	\$333,348,510	0.00539101
Sandy	\$144,539,177	0.00233753
SCTD	\$239,137,961	0.00386741
<b>Total</b>	<b>\$61,834,158,776</b>	<b>1.00000000</b>

### EXHIBIT F

## **Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview**

The Statewide Transportation Improvement Fund Formula Fund Reporting Requirements Overview, and as may be amended, is incorporated by reference and made a part of this Agreement. The current version is available here:

<https://www.oregon.gov/odot/RPTD/RPTD%20Committee%20Meeting%20Documents/STIF-Formula-Reporting-Requirements-Overview.pdf>

**POLICE SERGEANT'S**  
**OATH OF OFFICE**

STATE OF OREGON  
COUNTY OF CLACKAMAS  
CITY OF SANDY

I, **Manolo Herrera-Montiel**, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and the Laws therefore; and I will faithfully, honestly, and impartially discharge the duties of Police Sergeant during my continuance therein, to the best of my ability, so help me God.

\_\_\_\_\_  
(SERGEANT)

Subscribed and sworn to and before me this 18th day of September, 2023.

\_\_\_\_\_  
Mayor Stan Pulliam  
Sandy, Oregon

\_\_\_\_\_  
Interim Chief Sean Lundry  
Sandy Police Department



**POLICE SERGEANT'S**  
**OATH OF OFFICE**

STATE OF OREGON  
COUNTY OF CLACKAMAS  
CITY OF SANDY

I, **Christian Normand**, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Oregon, and the Laws therefore; and I will faithfully, honestly, and impartially discharge the duties of Police Sergeant during my continuance therein, to the best of my ability, so help me God.

\_\_\_\_\_  
(SERGEANT)

Subscribed and sworn to and before me this 18th day of September, 2023.

\_\_\_\_\_  
Mayor Stan Pulliam  
Sandy, Oregon

\_\_\_\_\_  
Interim Chief Sean Lundry  
Sandy Police Department



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**Meeting Type:** City Council Meeting  
**Meeting Date:** September 18, 2023  
**From:** David Snider – Economic Development  
**Subject:** Award of Special Service Contract Program Grants for 2023-2025

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### DECISION TO BE MADE:

Whether to accept the award recommendations of the Special Service Contract Program (SSCP) application review subcommittee for the 2023-2025 biennium

### BACKGROUND / CONTEXT:

The application review process for the Special Service Contract Program (SSCP) for the 2023-2025 biennium took place on August 29<sup>th</sup> in Council Chambers with Mayor Pulliam, Councilor Walker, and Councilor Exner present. The program received six applications for the current biennium: three of the applications came from long time participants (Sandy Action Center, Sandy Historical Museum and the Sandy Area Chamber of Commerce) and three came from organizations that are new to the program (Friends of the Sandy Library, D31 Foundation, and the Sandy Seventh Day Adventist Church. AntFarm Youth Services did not re-apply for the program.

### KEY CONSIDERATIONS / ANALYSIS:

The SSCP is allocated \$60,000 in biennial funding. The total combined funding requests for the six project proposals totaled \$95,104. Program proposal descriptions from the six applicants are as follows:

- **Sandy Action Center - Food Box & Lunch Box programs; marketing; partnership development** (*Request: \$20,000*): This request for funding is for supplemental food and supplies for the Food & Lunch Box Programs, the creation of marketing materials in both Spanish and English, outreach to the community through the local school system and through partner organization like AntFarm Youth Services and Compassion Sandy. This is the same request we have received from the Action Center for several biennia now.
- **Sandy Area Chamber of Commerce - Travel26 - create a local DMO for promoting tourism in Sandy & the Villages** (*Request: \$20,000*): This proposal calls for the creation of a local destination marketing organization similar to Explore the Dalles and the Mt. Hood and Columbia River Gorge Regional Tourism Alliance to establish a local tourism brand. Requested funding would go mostly towards staff time to set up this organization, and for multiple advertising campaigns (digital ads, partnering with Travel Oregon). The Chamber already owns the domains and social media handles for "Travel26".

- **Sandy Historical Museum - Youth intern program** (*Request: \$14,714*): This is a request for the funding of internships at the Museum for local youth and has been the same request this organization has had for several biennia now. These internships help to keep the Museum fully staffed and have been extremely helpful to the organization's existing staff due to their technical proficiency and their energy.
- **Friends of the Sandy Library – Sandy Post digitization and electronic storage** (*Request: \$16,900*): This proposal would begin the process of digitizing and electronically storing historical copies of the Sandy Post (1936 to present) to preserve them for future generations through the University of Oregon Knight Library's "Digital Newspaper Library Service". The request, along with a small match from the Friends of the Library, would cover this process for approximately 25 years' worth of Post editions. The organization intends to fundraise to cover the cost for the remaining editions. The review panel also determined, in the interest of completing the preservation of Sandy's history as quickly as possible, that the full biennial project allocation of \$16,900 should be distributed to this applicant up front in their Year 1 fall distribution.
- **D31 Foundation - Bold Works: A collection of eight community service projects** (*Request: \$8,990*): This proposal is for the funding of eight community service projects based around providing service primarily to community seniors and families with small children. Projects to include Photos with Santa (x2) and Single Parents Night Out events at the Senior Center for local families, making and delivering blankets to Mount Hood Hospice, dinners for Seniors at the Sandy Senior Center, building and delivering planter boxes for a local assisted living facility, and hosting a game night at a senior living facility. Projects are to be held at the Sandy Senior Center, Mount Hood Hospice and local assisted living facilities.
- **Sandy Seventh-Day Adventist Church - Free one-day dental & vision clinics** (*Request: \$14,500*): This proposal is to help fund two free dental clinics (Fall 2023 and Fall 2024) and one free vision clinic (Spring 2024) open to underserved and under-covered populations in our community.

The review panel was generally impressed by the quality of the proposed projects received this biennium, resulting in a general desire to try and find a way to fund all six of the project proposals. Ultimately, the review panel chose to fully fund the Action Center, Friends of the Sandy Library, and Seventh-Day Adventist projects and partially fund the D31 project (~95% of requested funding).

The proposals from the Chamber of Commerce and the Historical Museum are centered around increasing staffing for these organizations. The review panel recommends holding a work session in the near future to discuss the development of common tourism goals for Sandy and finding a more permanent regular funding source within the City budget for these institutions.

For reference, the SSCP update report issued at the end of 2022 [can be viewed here](#). It was recommended that for our midterm report in 2024, the Sandy City Council may prefer to hear directly from the grant recipients at a regularly scheduled Council meeting rather than a written report.

#### **BUDGET IMPACT:**

The City's 2023-2025 budget allocated \$60,000 in funding for the Special Service Contract Program. Approval of these recommendations would account for all of the funding in this budget line for the biennium.

**RECOMMENDATION:**

Staff recommends acceptance of the award recommendations forwarded by the SSCP application review panel as presented.

**SUGGESTED MOTION LANGUAGE:**

“I move to accept the award recommendations forwarded by the SSCP application review panel as presented.”

**LIST OF ATTACHMENTS / EXHIBITS:**

- SSCP 23/25 application review information spreadsheet

## Special Service Contract Program

SSCP application review data -- 2023-2025 biennium

Total program funding allocation: \$60,000

### FUNDING REQUESTS

Applicant	Project description	Funding allocation		
		Year 1	Year 2	Total
The D31 Foundation	Service projects (assisted living, Senior Ctr, Mt Hood Hospice)	\$ 3,000	\$ 5,990	\$ 8,990
Sandy Community Action Center	Food/Lunch Box Programs (program outreach, food box/lunch box supplies, program marketing, van fuel & maintenance, promoting local partnerships)	\$ 10,000	\$ 10,000	\$ 20,000
Sandy Historical Museum	Local youth intern program	\$ 7,047	\$ 7,667	\$ 14,714
Sandy Area Chamber of Commerce	Travel26 (new Sandy-based DMO for tourism promotion)	\$ 10,000	\$ 10,000	\$ 20,000
Friends of the Sandy Library	Digitizing the Sandy Post - 1936 to present	\$ 8,450	\$ 8,450	\$ 16,900
Sandy Seventh Day Adventist Church	Free dental & vision clinics	\$ 8,500	\$ 6,000	\$ 14,500
Total - funding requests:				<b>\$ 95,104</b>

### FUNDING ALLOCATION

Applicant	Project description	Funding allocation		
		Year 1	Year 2	Total
The D31 Foundation	Service projects (assisted living, Senior Ctr, Mt Hood Hospice)	\$ 3,000	\$ 5,600	\$ 8,600
Sandy Community Action Center	Food/Lunch Box Programs (program outreach, food box/lunch box supplies, program marketing, van fuel & maintenance, promoting local partnerships)	\$ 10,000	\$ 10,000	\$ 20,000
Sandy Historical Museum	Local youth intern program	\$ -	\$ -	\$ -
Sandy Area Chamber of Commerce	Travel26 (new Sandy-based DMO for tourism promotion)	\$ -	\$ -	\$ -
Friends of the Sandy Library	Digitizing the Sandy Post - 1936 to present	\$ 16,900	\$ -	\$ 16,900
Sandy Seventh Day Adventist Church	Free dental & vision clinics	\$ 8,500	\$ 6,000	\$ 14,500
Total - funding requests:				<b>\$ 60,000</b>

### Notes:

- Approved projects: 7th Day Adventist, Friends of the Sandy Library, SCAC, D31 (partial)
- Museum and Chamber: Proposals are requests for help with staffing, but are worthy proposals; City should fund these institutions more permanently from a different source
- All funding for Friends of the Sandy Library project should be awarded up front in Year 1 - the quicker this project is completed, the better for the community
- Council prefers that SSCP grant recipients come to a CC meeting to present their midterm reports in person
- Future applications (2025-2027) should include standardized budget sheet; show additional matching funds
- SACC DMO - Would Travel Oregon provide funding for this concept?