

SUBJECT: AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH SUNSHINE TRANSIT FOR THE CENTRALIZED MOBILITY MANAGEMENT SOFTWARE PROJECT.

AGENDA OF: November 22, 2022

ASSEMBLY ACTION:

Approved under the Consent
Agenda 11-22-22 *(BMA)*

MANAGER RECOMMENDATION: Present to the Assembly for consideration.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: *WB*

Route To:	Department/Individual	Initials	Remarks
	Originator - P. Graham	<i>P</i>	
	Finance Director	<i>WFB</i>	
	Borough Attorney	<i>JS</i>	
	Borough Clerk	<i>BMA for LKM</i>	

ATTACHMENT (S): Fiscal Note: Yes X No
Grant Agreement with Sunshine Transit (10 pages)

SUMMARY STATEMENT:

The Matanuska-Susitna Borough is a participating member of the Central Dispatch Provider Group. The purpose of this group is to implement the goal of establishing a Central Dispatch system for transit providers as described in the Matanuska-Susitna Borough Coordinated Human Services Transportation Plan. In addition to the Borough, other members include the Mat-Su Health Foundation, Valley Transit, Sunshine Transit, Chickaloon Transit, and Mat-Su Senior Services.

The borough received a grant from the Federal Transit Administration and another grant for the required matching funds from the Mat-Su Health Foundation.

The first Memorandums of Agreement was with Valley Transit. They purchase TripSpark software and the associated maintenance costs.

The second agreement, in the amount of \$35,000 is with Sunshine Transit, for the purchase of tablets, phones and service plans for the buses and drivers, and for securing a dispatch software called TripMaster. Due to their rural location, the distances and type of services they offer the TripSpark Software will not work for them. Sunshine Transit was unaware that the grant funding would cover the cost of the required technology upgrades and have purchased those items, therefore this agreement will be retroactive to cover those expenses.

Any remaining funding will be used for additional technology upgrades, project management by the individual group member organizations, and for data collection, evaluation and coordination with FTA's independent evaluator. Additional legislation will come forward as those agreements are completed.

RECOMMENDATION OF ADMINISTRATION: authorize the borough manager to enter into the grant agreement with Sunshine Transit for the Centralized Mobility Management Software Project

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: November 22, 2022

SUBJECT: AUTHORIZING THE BOROUGH MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH SUNSHINE TRANSIT FOR THE CENTRALIZED MOBILITY MANAGEMENT SOFTWARE PROJECT.

ORIGINATOR: Pamela Graham, Grants Coordinator

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>(YES)</u> NO
AMOUNT REQUESTED <u>\$35,000</u>	FUNDING SOURCE <u>Grant</u>
FROM ACCOUNT # <u>480.00.00 442.442</u>	PROJECT <u>20396</u>
TO ACCOUNT :	PROJECT #
VERIFIED BY: <u>Amel Mehad</u>	CERTIFIED BY:
DATE:	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL			<u>35.0</u>			
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds			<u>35.0</u>			
Other						
TOTAL			<u>35.0</u>			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____

DEPARTMENT: _____ DATE: _____

APPROVED BY: _____ DATE: _____

GRANT AGREEMENT
between
MATANUSKA-SUSITNA BOROUGH
and
SUNSHINE TRANSIT
for the
**MATANUSKA-SUSITNA BOROUGH CENTRALIZED MOBILITY MANAGEMENT
SOFTWARE PROJECT**

This Grant Agreement is made and entered into this ____ day of _____, 2022, by and between the **MATANUSKA-SUSITNA BOROUGH** (hereinafter the "Borough") and **SUNSHINE TRANSIT** (hereinafter the "Grantee"), for the purposes and subject to the terms and conditions set forth herein. NOW, THEREFORE, the parties agree as follows:

Section 1. Purposes.

The Matanuska-Susitna ("Mat-Su") Borough Centralized Mobility Management Software project ("the project") will support the goals of the Federal Transit Authority's ("FTA") and the United States Department of Transportation's ("USDOT") Mobility Innovation initiative by implementing a platform that centralizes dispatch, fleet management, call taking and payment across providers. The system will demonstrate the effectiveness of multiple transit and human services transportation providers in a rural area, where traditional transit service is largely cost-prohibitive. This "one call, one click" system may assign trips to the lowest-cost, eligible provider and allow riders flexible request and payment options to improve the rider's "complete trip" experience.

FTA and the USDOT's Mobility Innovation program provides Federal research funds to project teams to demonstrate innovative, effective approaches, practices and technologies that enhance effectiveness, increase efficiency, expand quality, promote safety, and ultimately improve the public transportation rider's experience.

The goal of the project is to implement a platform that centralizes dispatch, fleet management, call taking and payment services across providers. This will give our major transit providers the ability to expand their customer bases, while improving efficiencies and providing the customers with improved dispatch services at a lower cost.

The project will accomplish these goals by working with our major transit providers to implement the chosen software as a service and completing a pilot project to evaluate the

effectiveness of centralizing dispatch, fleet management, call taking and payment services.

The project's intended impacts are:

- Centralizing Dispatch, fleet management, call taking and payment for major & human service transit providers across a large geographic area;
- Improved efficiencies for customers and providers;
- Reduction of operational costs for providers by reducing the duplication of services; and
- Demonstrating the effectiveness of transit in a sparsely populated geographic area.

The Borough has the authority to expend Funds to carry out said powers.

The Borough has the authority to enter into this Agreement with the Grantee to carry out the purposes contained herein.

The Grantee represents and warrants it has the legal capacity to enter into this Agreement and carry out the purposes contained herein.

The Grantee acknowledges and represents that the Grant Funds are subject to restrictions by Granting Agencies and that it will handle, use, expend, account for and be responsible for the Grant Funds in accordance with applicable laws and standards pertaining to the Grant Funds.

The Grantee represents that it has a policy and practice of non-discrimination based on race, color, religion, national origin, sex, marital status, physical disability and age.

Section 2. Definitions.

In this Grant Agreement:

- A. The term "Grant Funds" also called "Funds" means the total sum as approved by the Borough Assembly.
- B. The term "Project Completion" means completion of all contract duties by the Grantee under this Agreement and acceptance by the Borough.
- C. The term "Project Report" means a complete description of the uses of the Funds including, but not limited to, equipment and materials purchased or partially purchased with Grant Funds, labor paid or partially paid with Grant Funds, improvements paid with or partially paid with Grant Funds and any other use of the Grant Funds.
- D. The term "Grant Period" means the time from the effective date of this Grant Agreement and lasting for three years.

Section 3. Grant Agreement Documents.

A. The documents which make up this Grant Agreement between the Borough and the Grantee consist of:

- 1) this contract, titled Grant Agreement; and

2) the terms and conditions of the FTA IMI Grant between the Federal Transit Administration and the Matanuska-Susitna Borough as approved in Ordinance Serial No. 21-018, Resolution Serial No. 21-014, and Informational Memorandum No. 21-033.

3) the terms and conditions of the MSHF Grant between the MatSu Health Foundation and the Matanuska-Susitna Borough as approved in Ordinance Serial No. 20-094, Resolution Serial No. 20-101, and Informational Memorandum No. 20-195.

Section 4. **Period of Performance.**

This Grant Agreement shall become effective retroactively to January 1, 2022. Grantee's performance of work and expenditure of all Funds awarded under this Grant Agreement shall be completed no later than December 31, 2022, unless an extension is granted.

Section 5. **Scope of Work.**

The Grantee shall perform the work of the project in accordance with the terms, conditions, and provisions of this Grant Agreement to obtain the following objectives:

1. To transition to all four (4) major public transit and human service transportation providers in the Mat-Su Borough using the same software for scheduling, dispatch, fleet management, and payment management functions. This system will be marketed as providing a one-call/one-click solution for riders to easily access eligible providers through the use of one phone number and one website.

2. To streamline operations and reduce costs.

3. To provide consistent data collection and report formats among the four providers, encouraging collaboration between the providers and creating transparency to existing and potential funders, government agencies, and the Mat-Su community.

To that end, the Grantee agrees to:

1. Continue meeting with the Central Dispatch Providers group; and

2. Secure a contract for rural transit software to allow for future integration with the other providers, pending FTA approval; and

3. Purchase data plans and equipment, tablets and/or phones, for use by drivers on each bus/van; and

4. Provide all required data and information necessary for completing the grant reporting as required by the FTA IMI and MSHF grant agreements; and

5. Comply with all terms and conditions of the FTA IMI and MSHF grants presented in IM 21-033, OR 21-018 and RS 21-014 (FTA IMI Grant) and IM 20-195, OR20-094, and RS 20-101 (MSHF Grant).

The Grantee specifically agrees to use Grant Funds as outlined above and not otherwise unless a written amendment to this Grant Agreement is executed by the parties.

Section 6. **Payment.**

A. Subject to the provisions of this Grant Agreement, the Borough shall pay the Grantee an amount up to, and not to exceed, **\$35,000**, upon execution of the agreement. To receive payment, the Grantee must provide a completed W9 and direct deposit information.

B. This Grant Funds awarded under this Grant Agreement are subject to and shall not exceed Funds lawfully appropriated for its purpose.

Section 7. **Restrictions on Use of Funds.**

A. The Grantee shall not use the Funds for any political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

B. The Grantee shall not assign or transfer any interest in this Grant Agreement.

C. The Grantee shall not, in the course of using the Funds provided in this grant, discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

D. The Grantee shall not use the Funds for any illegal or unlawful purpose and shall not use the Funds in violation of any State or Federal agency guideline as to their use.

E. Expenditures of Grant Funds may not be made outside of any of the terms or conditions of the FTA IMI and MSHF grants presented in IM 21-033, OR 21-018 and RS 21-014 (FTA IMI Grant) and IM 20-195, OR20-094, and RS 20-101 (MSHF Grant).

Section 8. **Records Accounting and Audits.**

A. The Grantee shall utilize recognized professional accounting procedures in expenditure of Funds and in generating and retaining control documents necessary to allow subsequent audits.

B. The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years and will allow, on request, an audit by the Borough or the State of Alaska of its expenditures of Funds made available to the Grantee under this Grant Agreement and of transactions related to those expenditures.

Section 9. **Award of Contracts by Grantee.**

A. The Grantee shall not permit the involvement of a person with a financial or other private interest in the contractor, or contract, to participate in the contract award or supervision. Any conflict of interest arising from the award of a contract shall be disclosed to the Borough prior

to the contract award. The Borough shall not be liable for reimbursement to the Grantee for any contract awarded by the Grantee in violation of this subsection.

B. This section is intended solely to ensure that public Funds are expended responsibly. It creates no rights or remedies in persons except for the Borough.

Section 10. **Flowdown Provisions.**

In addition to any of the clauses of this Grant Agreement, the Grantee agrees to comply with all of the conditions of the FTA IMI and MSHF grants presented in IM 21-033, OR 21-018 and RS 21-014 (FTA IMI Grant) and IM 20-195, OR20-094, and RS 20-101 (MSHF Grant).

Section 11. **Final Project Report.**

Not later than 90 days after completion of all other contract duties by the Grantee, the Grantee shall submit a final report to the Borough in a sufficient form and with sufficient detailed information so that proper reports can be made by the Borough to the FTA and MSHF along with any state, federal or other agency which may request such reports. The final report shall include all actual costs incurred, describe the work accomplished, and present any findings and recommendations for future consideration. This report shall be in a form satisfactory to the Borough.

Section 12. **Review and Compliance.**

The programs may periodically be reviewed by the Borough or the FTA for compliance with this Grant Agreement. A final review may take place upon completion of the Grant Period of the Grantee and before final closeout of the grant. Should inspection reveal non-compliance with this Grant Agreement, the Grantee will be solely responsible at its own cost and expense for bringing the programs into full compliance. If any Grant Funds are used out of compliance with the terms and conditions of this Grant Agreement or used unlawfully, Grantee shall be liable to the Borough for the amount improperly used and shall immediately pay the Borough that sum.

Section 13. **Audits, Financial Reports and Records.**

A. The Grantee shall utilize recognized professional accounting procedures in expenditure of grant Funds and in generating and retaining control documents necessary to allow subsequent audits.

B. The Grantee shall allow, on request, an audit by the Borough or the FTA of its expenditures of monies made available to the Grantee under this Grant Agreement and of transactions related to those expenditures.

Section 14.**Indemnification.**

A. The Grantee shall indemnify, defend, and hold and save the Borough and its elected and appointed officers, agents and employees, harmless from any and all claims, demands, suits, or liability of any nature, kind or character, including costs, expenses, and attorney fees arising under, from, or related to this Grant Agreement. The Grantee shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or sustained by any person, or property arising from Grantee or Grantee's officers, agents, employees, partners, attorneys, suppliers, and subcontractor's performance or failure to perform under the Grant Agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the Borough and its agents which are said to have contributed to the losses, failure, violations, or damage. However, Grantee shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the Borough and its agents, or employees.

B. If any portion of this clause is voided by a court of competent jurisdiction, the remainder of the clause remains enforceable.

C. The provisions of this clause survive termination or expiration of this Grant Agreement.

Section 15.**Notice of Delays.**

The Borough shall be notified should the Grantee encounter or anticipate difficulty in meeting Grant Agreement requirements. The notice shall be in writing, and include pertinent details of the delay. This provision shall not be construed as a waiver by the Borough of any delivery schedule or date or of any rights or remedies provided by law or under this Grant Agreement.

Section 16.**Agreement Changes.**

The Grantee shall provide the Borough with adequate notice of proposed anticipated major changes to this Grant Agreement. The proposed change will describe whether or not the cost or performance time is increased or decreased. The Grantee is responsible for fulfilling this Grant Agreement until both the Grantee and the Borough can, in writing, determine what adjustments may be made and, in any case, such changes are subject to the approval of the Borough.

Section 17.**Contract not Affected by Oral Agreement.**

Oral statement of any person shall not modify or otherwise affect this Grant Agreement, the scope of work, or other terms and conditions as herein stated. All modifications to this Grant

Agreement must be made in writing by the Grantee to the Borough and, in any case, are subject to the approval of the Borough.

Section 18.

Defaults.

A. The Borough shall not be responsible and the provisions of Section 14 apply should the Grantee fail to complete the provisions of this Grant Agreement. Upon evidence of breach of this Grant Agreement, the Borough may give a notice of default to the Grantee terminating the entire or any part of this Grant Agreement thirty (30) days from the date the notice is mailed.

B. Upon termination of this Grant Agreement in whole or in part, any unexpended Funds may be used by the Borough to settle any claim(s) and/or to complete the purposes of this Grant Agreement; in doing so, the Borough may procure services similar to those terminated and the Grantee shall be liable to the Borough for any excess costs for such services; provided that the Grantee shall continue performance of this Grant Agreement to the extent not terminated by this section.

C. The Grantee will be liable to the Borough for any claim(s) or outstanding liabilities of the Grantee or of the Borough as a result of the acts or omissions of the Grantee in default of this Grant Agreement, and shall be liable for the return of Funds not expended in accordance with the terms of this Grant Agreement.

D. If the Grantee does not spend the provided Funds in accordance with the application and/or these Terms and Conditions, the Grantee will be liable for the return of all Funds and shall not be eligible to receive future funding.

Section 19.

Additional Work.

No claim for additional Funds not specifically herein furnished to the Grantee shall be paid for by the Borough, provided, however, that the Grantee may at its own expense provide such other work as it may deem appropriate and consistent with the purposes and terms of this Grant Agreement.

Section 20.

Other Grants.

Grantee's acceptance of this Grant Agreement may affect its eligibility to participate in other State or Federal grant, loan, or assistance programs. Such impact and determination is solely the responsibility of the Grantee. The Borough is not providing, and cannot provide, advice or assurances about impact to, or eligibility upon, any other grant, loan, or assistance program by other entities. In the event Grant Funds are used for the purpose of providing "matching" Funds required in connection with any other project, facility or service of the Grantee supported by other federal, state or local monies, those grant funds shall be spent in compliance with contracts or grant

agreements governing those other projects, facilities, or services in addition to the terms and conditions of this Agreement.

Section 21. **Jurisdiction; Choice of Law.**

Any civil action arising from this Grant Agreement shall be brought in the Palmer Superior Court for the Third Judicial District of the State of Alaska at Palmer. The Law of the State of Alaska shall govern the rights and obligations of the parties under this Grant Agreement.

Section 22. **Non-Waiver.**

The failure of the Borough at any time to enforce a provision of this Grant Agreement shall in no way constitute a waiver of the provisions, nor in any way effect the validity of this Grant Agreement or any part thereof, or the right of the Borough thereafter to enforce each and every protection hereof.

Section 23. **Permits, Laws and Taxes.**

The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this Grant Agreement. All actions taken by the Grantee under this Grant Agreement shall comply with all applicable Borough, state and federal statutes, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this Agreement.

Section 24. **Non-Discrimination.**

The Grantee shall not, in the course of performing its duties under this Grant Agreement, discriminate against any person on the basis of race, religion, color, national origin, sex, age, marital status or physical handicap.

Section 25. **Relationship of the Parties.**

The Grantee shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer this Grant Agreement and monitor the Grantee's performance within this Agreement but shall not supervise or otherwise direct the Grantee except as provided herein.

Section 26. **Integration.**

The documents listed in Section 3 embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Grant Agreement shall supersede all previous communications, representations or Agreements, either oral or written, between the parties hereto.

Section 27. **Notices.**

All notices and communications required under this Grant Agreement will be provided to

the following:

For SUNSHINE TRANSIT:

Kimberly Schlosser, Executive Director
Sunshine Transit
39025 S. Commercial Dr.
Talkeetna, AK 99676
kim@Sunshinetransit.org

For the MSB:

Signatory
Michael Brown, Borough Manager
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8689
Mike.Brown@matsugov.us

Project Manager
Kim Sollien – Planning Manager
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8514
Kim.Sollien@matsugov.us

Grants and Agreements
Pamela Graham, Grants Coordinator
Matanuska-Susitna Borough
350 E. Dahlia Avenue
Palmer, Alaska 99645
(907) 861-8408
Pam.Graham@matsugov.us

MATANUSKA-SUSITNA BOROUGH

SUNSHINE TRANSIT

Michael Brown
Borough Manager

Kim Schlosser
Executive Director

Date _____

Date _____

STATE OF ALASKA)
) ss.
Third Judicial District)

On _____, 2022, Kim Schlosser, Sunshine Transit's Executive Director, personally appeared before me,

1. _____ who is personally known to me; or
2. _____ whose identity I verified on the basis of _____.

and acknowledged before me that s/he signed this Grant Agreement on behalf of Sunshine Transit.

Notary Public for State of Alaska
My commission expires: _____

STATE OF ALASKA)
) ss.
Third Judicial District)

On _____, 2022, Michael Brown, Borough Manager of the Matanuska-Susitna Borough, who is personally known to me, appeared and acknowledged before me that he signed this Grant Agreement on behalf of the Matanuska-Susitna Borough.

Notary Public for State of Alaska
My commission expires: _____