



**Sunset Empire Transportation District**

**BOARD OF COMMISSIONERS**

**BOARD MEETING AGENDA**

**THURSDAY DECEMBER 8, 2016**

**9:00 AM**

**Astoria Transit Center, 900 Marine Drive Astoria, OR**

**AGENDA:**

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. APPROVAL OF OCTOBER 27<sup>TH</sup> BOARD MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS- OCTOBER 2016
8. EXECUTIVE SESSION- LEGAL COUNSEL 192.660(2)(h)
10. OLD BUSINESS
  - a. Call Recording Policy Update
11. NEW BUSINESS
  - a. Oregon Department of Forestry Presentation on Current Forest Management Plan
  - b. County of Linn v. State of Oregon and the State Forestry Department, 16CV07708
  - c. Whistleblower Policy
  - d. ODOT Agreement #31796 Northwest Oregon Transit Feasibility Study
12. CORRESPONDENCE-
13. EXECUTIVE DIRECTOR REPORT
14. LEADERSHIP TEAM REPORT
15. PUBLIC COMMENT (3 minute limit)
16. EXECUTIVE SESSION-Executive Director Evaluation-ORS 192.660(2)(i)
17. OTHER ITEMS



**BOARD OF COMMISSIONERS  
BOARD MEETING MINUTES  
OCTOBER 27, 2016**

1. CALL TO ORDER- Chair Kathy Kleczek called the meeting to order at 9:00 am.
2. ROLL CALL:  
Present: Chair Kathy Kleczek, Vice Chair Paul Lewicki, Commissioner Kevin Widener, Commissioner Jim Servino, Secretary/Treasurer Carol Gearin, Commissioner Tracy MacDonald and Commissioner Lylla Gaebel.  
  
Staff Present: Executive Director Jeff Hazen, Executive Assistant Mary Parker, Finance Officer Al Hernandez, IS/Transit Center Manager John Layton, RideCare Manager Jason Jones, Operations Manager Scott Earls, Paratransit Supervisor Jennifer Geisler, Mobility Management Coordinator Shana Verley, Human Resources Tami Carlson and Transportation Options Specialist Shasia Fry.
3. CHANGES TO AGENDA- Mary Parker requested that Correspondence be added and Chair Kleczek added the Executive Director Evaluation Process update.
4. PUBLIC COMMENT- None
5. APPROVAL OF SEPTEMBER 22, 2016 MEETING MINUTES  
Commissioner MacDonald moved to approve the September 2016 Board Minutes  
Commissioner Widener seconded the motion  
Discussion- Commissioner Gearin noted Chair Kleczek's comment was incomplete on page 5.  
Motion passed unanimously
6. REPORTS FROM CHAIR AND COMMISSIONERS
  - a. Commissioner Lewicki- No comment
  - b. Commissioner Widener- No comment
  - c. Commissioner MacDonald- No comment
  - d. Commissioner Gearin- No Comment
  - e. Commissioner Gaebel- Asked for clarification from Chair Kleczek that both she and Commissioner Widener are serving on the Senior and Disabled Transportation Advisory Committee and asked how they should share voting. Chair Kleczek confirmed the appointments and stressed the importance of the committee and that voting could be rotated. Commissioner Gaebel said if it became a problem they would work it out.
  - f. Commissioner Servino- Commented that attending the Board Policy Committee meeting the day before had helped in his understanding of how the District operates.
  - g. Commissioner Gaebel- Commented that she had read that Ridecare may begin recording phone calls and asked if the District had a policy on recording calls and how to protect and store these records under current guidelines including HIPPA requirements? Executive Director Hazen said he would look into this as it would not be a Board Policy.
  - h. Chair Kleczek- Reminded everyone that there will not be a Board Meeting in November and instead there will be a combined November-December Board meeting held on December 8, 2016.
7. FINANCIAL REPORTS- SEPTEMBER 2016  
Al confirmed that he had contacted the Astoria Downtown Historic District Association concerning our available parking space and will continue to let businesses in the area know the availability. He reported that the previous IT person had set up a lease with Microsoft so that they are responsible for providing service for the whole system. Al explained that the decline in CCO payments is due to a CCO review of applicants and finding that many applicants were not qualified. Commissioner Gearin complimented the drivers on the good job the busses did during the Cruise Ship season. Chair Kleczek asked if there was a policy that had a time limit for submitting bills to the District. Al did not think that there was a policy. Commissioner Gaebel suggested placing the policy on the invoices with a note that exceptions would be on a case by case basis.  
Commissioner Servino moved to approve the September 2016 Financial Report  
Commissioner Widener seconded the motion  
Discussion- None  
Motion passed by unanimous aye vote
8. OLD BUSINESS

- a. BOARD GOAL SETTING SESSION- Executive Director Hazen said he would like to set up a Board Goal Setting Session in January. He has sent out a doodle poll to assist in setting the date. Executive Director Hazen has contacted Special Districts who will provide facilitators as part of their contracted services.
- b. EXECUTIVE DIRECTOR EVALUATION PROCESS- Chair Kleczek reported that the Executive Director Evaluation Committee (EDEC) had met and determined that the Executive Director Evaluation Forms will be distributed to the Board and staff and once they are returned they will be processed. Then one or two of the EDEC will meet with the Executive Director in his office to administer the evaluation. An Executive Session will be added to the next Board meeting agenda for the discussion of potential compensation changes. Any compensation changes must be approved by the Board after coming out of Executive Session and during the regular Board meeting.

Commissioner Lewicki moved to approve process of the Executive Director Evaluation and compensation administration process as stated

Commissioner Gearin seconded the motion

Discussion- Commissioner Servino asked for clarification on the process and motion

Motion passed unanimously

#### 9. NEW BUSINESS

- a. ODOT AGREEMENT 31459 FOR 5339 GRANT AWARD FOR VEHICLE PURCHASE- Executive Director Hazen requested approval of the ODOT agreement 31459 for the purchase of 2 buses. The Grant is for \$390,000 and our match is \$58,500.

Commissioner Gearin moved to approve ODOT agreement 31459 for the purchase of 2 buses

Commissioner MacDonald seconded the motion

Discussion-Executive Director Hazen reported he is looking into being able into making one of the buses a low floor bus.

Motion passed by unanimous aye vote of all Commissioners present

- b. APPOINT NEW MEMBER OF THE SENIOR AND DISABLED TRANSPORTATION ADVISORY COMMITTEE-Shana Verley reported that the Senior and Disabled Transportation Advisory Committee had voted at their last meeting to recommend that the Board of Commissioners appoint Pamela Alegria to fill the vacant seat on the committee.

Commissioner Gaebel moved to approve the appointment

Commissioner Widener seconded the motion

Discussion-None

Motion passed unanimously

- c. SPECIAL DISTRICTS BOARD BEST PRACTICES- Mary explained that the focus for this year's Special District Association of Oregon Board Best Practices requirements are based on the Oregon Government Ethics Law for Public Officials. Mary reviewed the application questions which when completed and submitted will earn the District discounts on their overall liability insurance premiums. The Board was required to receive and read the Oregon Government Ethics Law for Public Officials and answer a series of questions that will be submitted.

- d. RESOLUTION 2016-02 NUMBER CORRECTION-Mary explained that Resolution 2016-02 was numbered incorrectly and should have been Resolution 2016-05 and no content of the resolution needed to be changed.

Chair Kleczek move to change Resolution 2016-02 to 2016-05

Commissioner Macdonald seconded the motion

Discussion-None

Motion passed unanimously

- 10. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen updated the Board on several items: The current status of the IT services contract which he has sent to Jeaneyse Snow. Columbia County still is looking for an Executive Director. Trimet is looking at SETD to be a part of a study for the new Hop Pass system. Ridership is up in general and specifically on the Connector. The Point Bus has added a stop at the Sunset Transit Center in Beaverton. The Transit Kiosk in Seaside still does not have Credit Card Service due to an existing contract that will expire in March. The Transcription service examples were reviewed and discussed and the purchase of a better recording system was discussed and recommended. Commissioner Lewicki suggested that there be a time code placed down the side of the transcription.

- 11. Chair Kleczek presented Tami Carlson a certificate for her completion of Drug and Alcohol Program Management.

- 12. LEADERSHIP TEAM REPORTS- Reports submitted for September 2016: Operations- Scott Earls, Rider Reports- John Layton, Ride Assist- Jennifer Geisler, Mobility Management- Shana Verley, Transportation Options-Shasia Fry, Information Technology- John Layton, Marketing and Outreach- Mary Parker, RideCare- Jason Jones and Human Resources- Tami Carlson.
- 13. CORROSPONDENCE-Mary passed around cards from Rae Goeforth’s daughter and from a Paratransit rider.
- 14. PUBLIC COMMENT-None
- 15. OTHER ITEMS

An audio recording of the Sunset Empire Transportation District’s October 2016 Board Meeting is available at: [www.ridethebus.org](http://www.ridethebus.org)-Board of Commissioners- Monthly Meeting Minutes- October 27, 2016.

Meeting was adjourned at 10:15 AM

Mary Parker, Recording Secretary

\_\_\_\_\_  
Commissioner Carol Gearin, Secretary/Treasurer

Date \_\_\_\_\_

*Mission Statement*

Provide safe, reliable, relevant and sustainable transportation services to Clatsop County with professionalism, integrity and courtesy.

**NOTE on Reviewing Financials: 4 Month = 33.33 % of Fiscal Year Budget\***

### **Preliminary General Fund Profit and Loss**

The District's General Fund Total YTD Income was \$518,830 (\$145,559 better than budget), 16.94% of annual budget and 150.54% of monthly budget. YTD Total Materials & Services was \$136,200 (\$146,892 less than budget), 16.31% of annual budget and 65.92% of monthly budget. Budgeted Other Expense reflects the expected delivery of one bus in October for \$95,000 which was the estimated cost. The two new buses were delivered in September 2016.

#### ***Revenue***

- 4000 Fares: Revenues for the month reflect Cruise Ship Fares of \$7,841 in October 2016 vs \$2,909 in October 2015. Fare Box revenues reflected an increase of about \$1,700 in October 2016 compared to October 2015.
- 4090 Donations/Commissions: Employee tips from Cruise ships
- 4100 Contract Service-IGA: Cannon Beach billed for October Monthly Service.
- 4200 Property Tax: Reflects prior period tax revenues of \$6,056 and current year \$38,809.
- 4272 Parking: One parking spot remains open, one person inquired by phone but never followed up. We have distributed a flyer to the businesses in the area to let them know there is a parking space available, we have asked that a flyer be included in the Weekly Email Update to the Astoria-Warrenton Area Chamber of Commerce and placed a sign on parking spot #11. I have also been given notice of two other spaces being vacated on December 1, 2016.
- 4300 Interest: Effective October 1, 2016 the LGIP Rate increased to 1.03%. The previous increase was in July 27, 2016 when LGIP increased their interest to .92% from (.875%). Fund savings are deposited into LGIP. The period July to Oct is a slow revenue period thus we draw on LGIP. This is October 2016 interest.
- 4310 Misc Income: SETD portion of the settlement of an Antitrust law suite filed by the Oregon Department of Justice.
- 5000 Grants: Reimbursement for the two new Buses received in September. We had budgeted that the reimbursements would be received half in October and half in November 2016.

#### ***Expense***

- 6300 Payroll Expense: Over budget the result of making the pension contribution for the payroll of September 30 (last day of the month was Friday) in October 2016.
- 7000 Provider Payments: Reimbursement to Vets volunteer driver program.
- 8035 Conf Training & Travel: Conferences for Mobility Management (Washington DOT Conference) \$1,076 and Administration RPIBT (Rural Public & Intercity Bus Transportation) \$470.
- 8050 Dues Subscriptions & Fees: ODOT Lic Fee for two new buses \$249
- 8053 IGA Dues & Fees: Two Quarterly payments to Tillamook \$2,500 each and \$6,667 for our share of the Match for the NW Connector Access Project.
- 8061 Equipment Lease: Budget included 2 leased buses for October 2016 at \$5,000 each per month. The buses were not needed as we purchased two used buses.
- 8075 Fuel: Reflects actuals paid in October. Prices continue below budgeted amounts Unleaded prices are about \$2.10 and Bio diesel about \$1.65
- 8130 Payroll Processing Fee: Includes October 2016 PR Fees.

- 8155 Telephone/Internet: Reflects the result of General Fund (GF) having larger share of the CoastCom services than budgeted. The GF was budgeted 25% of expenses and October reflects an actual usage of 30%. Overall the billing in on budget with Ride Care being better than budget.
- 8170 Vehicle Maint & Repairs: Over budget for the month by \$3,838, yet under budget YTD by \$5,389. The budget is estimated to be about \$10,000 per month.
- 9700 Capital Expenses: Payment for one new bus was budgeted in October 2016. Payment for both buses took place in September 2016 and we were reimbursed by ODOT in October. The two new buses were received in September 2016.
- END

### **Ride Care Fund Profit and Loss**

Ride Care's total Income is 28.29% of total budget. YTD revenues of \$973,194 are \$134,257 less than Budget. Which is the result of receiving \$105,466 less from CPCCO than budgeted. The 2016 budget assumed continued growth of 10.5% for the year. Actuals are showing a decline in membership over the last 6 months (April to Oct 2016) of 8.13%. This is the result of the CPCCO reviewing eligibility files and screening members. It is expected that membership will drop by about 10% over the next year. As a result we have prepared a budget supplement for the December Board meeting to address this and other issues. YTD reimbursements from OHA and DHS has been \$30,000 vs budget of \$43,000. Reimbursements have just started for this fiscal year. YTD Interest Income of \$3,512 was \$1,512 better than budgeted partly the result of an increase in the interest rate to .92% from .875% in July with an additional rate increase in October 2016 to 1.03%. YTD Materials & Services of \$778,489 are \$170,521 less than budget and are 25.10% of YTD budget. This was aided by a 4<sup>th</sup> quarter settlement of \$47,697 which resulted from the accrual process at year end received in September 2016.

### ***Expense***

- 7000 Contract Providers: Providers continue catching up with their billings (Tillamook, Columbia County Rider and K & M )
- 8045 Drug/Alcohol Background: The result of background checks for 3 Wapato drivers and one for Eliot's transport and two pre-employment drug and alcohol tests.
- 8055 Durable Equip/Small Tools: Reflects the purchase of headsets for Ride Care.
- 8136 Professional Services: August and September 2016 Processing of Answering services invoices.
- 8155 Telephone/Internet Service: Is better than budget the result of RC actuals representing 70% of the Coastcom service while budgeted at 75%. Overall telephone is under budget and YTD include Oct prepayment when you include General Fund.
- END

**Sunset Empire Transportation  
Profit & Loss Budget Performance General Fund  
October 2016**

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Budget to YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Act to Budget</u>
YTD Actual % Budget Target: 33.33%					Better		
Ordinary Income/Expense					(Worse)		
<b>Income</b>							
4000 FARES	28,551.11	18,925.00	124,129.34	108,800.00	15,329.34	268,300.00	46.27%
4090 DONATIONS/COMMISSIONS	674.00	0.00	884.95	150.00	734.95	600.00	147.49%
4100 CONTRACTED SERVICES-IGA	3,082.00	4,200.00	24,639.00	29,689.00	(5,050.00)	180,917.00	13.62%
4200 TAXES	44,939.16	40,000.00	60,078.27	49,000.00	11,078.27	925,000.00	6.49%
4250 TIMBER SALES	0.00	0.00	88,174.59	40,000.00	48,174.59	160,000.00	55.11%
4260 MASS TRANSIT ASSESSMENT	17,864.64	13,750.00	17,864.64	13,750.00	4,114.64	55,000.00	32.48%
4270 RENTAL INCOME					0.00		
4271 BILLBOARD LEASE	0.00	0.00	0.00	0.00	0.00	1,200.00	0.00%
4272 PARKING SPACES	712.50	760.00	2,850.00	3,040.00	(190.00)	9,120.00	31.25%
4273- Charging Station	0.00	0.00	0.00	0.00	0.00	160.00	0.00%
4270 RENTAL INCOME - Other	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Total 4270 RENTAL INCOME</b>	<b>712.50</b>	<b>760.00</b>	<b>2,850.00</b>	<b>3,040.00</b>	<b>(190.00)</b>	<b>10,480.00</b>	<b>27.19%</b>
4300 INTEREST	201.16	400.00	1,419.95	1,600.00	(180.05)	4,800.00	29.58%
4310 MISC INCOME	792.48		817.48		817.48		
5000 GRANTS	141,100.00	70,550.00	141,100.00	70,550.00	70,550.00	1,128,379.00	12.50%
5080 OREGON STF FUNDS	28,436.00	28,346.00	56,872.00	56,692.00	180.00	328,560.00	17.31%
<b>Total Income</b>	<b>266,353.05</b>	<b>176,931.00</b>	<b>518,830.22</b>	<b>373,271.00</b>	<b>145,559.22</b>	<b>3,062,036.00</b>	<b>16.94%</b>
<b>Gross Profit</b>	<b>266,353.05</b>	<b>176,931.00</b>	<b>518,830.22</b>	<b>373,271.00</b>	<b>145,559.22</b>	<b>3,062,036.00</b>	<b>16.94%</b>
<b>Expense</b>							
<b>1. PERSONNEL SERVICES</b>							
6005 SALARIES & WAGES	88,951.13	95,664.00	366,722.19	387,487.00	20,764.81	1,243,631.00	29.49%
6200 PAYROLL EXPENSES	7,745.21	11,816.00	44,696.99	49,174.00	4,477.01	153,610.00	29.10%
6300 EMPLOYEE BENEFITS	27,305.86	24,597.00	90,482.58	98,390.00	7,907.42	295,166.00	30.65%
<b>Total 1. PERSONNEL SERVICES</b>	<b>124,002.20</b>	<b>132,077.00</b>	<b>501,901.76</b>	<b>535,051.00</b>	<b>33,149.24</b>	<b>1,692,407.00</b>	<b>29.66%</b>
<b>2. MATERIALS &amp; SERVICES</b>							
7000 RC PROVIDER PAYMENTS	265.10	1,479.00	812.20	5,916.00	5,103.80	17,750.00	4.58%
7030 BUS PASSES	0.00	340.00	0.00	1,360.00	1,360.00	4,080.00	0.00%
8005 AUDIT	0.00	0.00	1,600.00	4,000.00	2,400.00	26,160.00	6.12%
8006 ADS (HR JOB POSTING)	0.00	350.00	290.17	1,400.00	1,109.83	4,200.00	6.91%
8010 BANK FEES	241.79	250.00	775.87	1,000.00	224.13	3,005.00	25.82%
8020 BLDING & GROUNDS MAINT	1,869.94	2,119.00	6,886.28	8,461.00	1,574.72	25,373.00	27.14%
8030 COMP-INFO-TECH SERVICES	1,215.81	2,044.00	6,689.69	6,090.00	(599.69)	26,237.00	25.50%
8035 CONF TRAINING & TRAVEL	1,905.86	1,600.00	3,804.25	9,318.00	5,513.75	37,042.00	10.27%
8045 DRUG/ALCOHOL/BG CHECKS	332.75	267.00	744.36	1,064.00	319.64	3,200.00	23.26%
8050 DUES SUBSCRIPTIONS & FEES	4,027.67	3,600.00	7,130.34	6,350.00	(780.34)	9,280.00	76.84%
8053 IGA - DUES AND FEES	11,667.00	0.00	11,667.00	4,175.00	(7,492.00)	16,700.00	69.86%
8055 DURABLE EQUIP/SMALL TOOLS	0.00	2,070.00	357.48	6,720.00	6,362.52	16,750.00	2.13%
8061 EQUIPMENT LEASE/RENT	426.21	10,458.00	1,970.63	21,836.00	19,865.37	25,500.00	7.73%
8065 EDUCATION/OUTREACH	1,241.37	2,745.00	2,798.82	16,821.00	14,022.18	39,510.00	7.08%
8070 EMPLOYEE RECOGNITION	72.00	100.00	455.18	200.00	(255.18)	4,000.00	11.38%
8072 Election Fees	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00%
8075 FUEL	10,532.95	19,897.00	29,561.43	79,588.00	50,026.57	238,772.00	12.38%
8080 INSURANCE	1,318.00	11,541.00	10,551.00	25,742.00	15,191.00	56,142.00	18.79%
8090 LEGAL ADS	0.00	0.00	200.00	100.00	(100.00)	800.00	25.00%
8095 LEGAL COUNSEL	0.00	1,000.00	0.00	2,000.00	2,000.00	6,400.00	0.00%
8100 MEETING EXPENSE	16.42	100.00	200.60	500.00	299.40	1,400.00	14.33%
8120 OFFICE SUPPLIES	479.40	1,500.00	4,183.92	5,600.00	1,416.08	15,450.00	27.08%
8130 PAYROLL PROCESSING FEES	119.00	160.00	527.80	720.00	192.20	2,080.00	25.38%
8135 PRINTING	143.99	2,633.00	675.09	11,483.00	10,807.91	33,950.00	1.99%
8139 PROFESSIONAL SERVICES	105.00	2,316.00	441.30	12,069.00	11,627.70	32,850.00	1.34%
8140 SUBGRANT PASS THROUGH	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00%
8150 TAXES/LICENSES/BUS REG FEE	0.00	0.00	0.00	0.00	0.00	330.00	0.00%
8155 TELEPHONE/INTERNET SERVICE	1,883.87	1,775.00	8,758.89	7,100.00	(1,658.89)	21,296.00	41.13%





8160 UNIFORMS	65.80	150.00	493.50	1,124.00	630.50	5,924.00	8.33%
8165 UTILITIES	1,083.00	1,675.00	4,012.89	6,355.00	2,342.11	21,667.00	18.52%
8170 VEHICLE MAINT & REPAIRS	13,837.54	10,000.00	30,611.27	36,000.00	5,388.73	120,200.00	25.47%
<b>Total 2. MATERIALS &amp; SERVICES</b>	<b>52,850.47</b>	<b>80,169.00</b>	<b>136,199.96</b>	<b>283,092.00</b>	<b>146,892.04</b>	<b>835,048.00</b>	<b>16.31%</b>
<b>Total Expense</b>	<b>176,852.67</b>	<b>212,246.00</b>	<b>638,101.72</b>	<b>818,143.00</b>	<b>180,041.28</b>	<b>2,527,455.00</b>	<b>25.25%</b>
<b>Net Ordinary Income</b>	<b>89,500.38</b>	<b>-35,315.00</b>	<b>-119,271.50</b>	<b>-444,872.00</b>	<b>325,600.50</b>	<b>534,581.00</b>	<b>-22.31%</b>
<b>Other Income/Expense</b>							
<b>Other Expense</b>							
<b>3. OTHER EXPENSES</b>							
9610 CLATSOP BANK-PRINCIPAL	5,443.89	5,483.79	21,646.42	21,700.26	53.84	66,421.11	32.59%
9611 CLATSOP BANK-LOAN INT	1,129.61	1,089.71	4,647.58	4,593.74	(53.84)	12,460.89	37.30%
<b>Total 3. OTHER EXPENSES</b>	<b>6,573.50</b>	<b>6,573.50</b>	<b>26,294.00</b>	<b>26,294.00</b>	<b>0.00</b>	<b>78,882.00</b>	<b>33.33%</b>
9600 DEBT SERVICE & INTERES-FEE	0.00	0.00	0.00	0.00	0.00	334.00	0.00%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	0.00	0.00	0.00	38,000.00	0.00%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	0.00	0.00	0.00	8,778.00	0.00%
9700 CAPITAL EXPENSE	0.00	95,000.00	187,931.00	190,000.00	2,069.00	797,000.00	23.58%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	106,104.00	0.00%
9850 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Total Other Expense</b>	<b>6,573.50</b>	<b>101,573.50</b>	<b>214,225.00</b>	<b>216,294.00</b>	<b>2,069.00</b>	<b>1,029,098.00</b>	<b>20.82%</b>
<b>Net Other Income</b>	<b>-6,573.50</b>	<b>-101,573.50</b>	<b>-214,225.00</b>	<b>-216,294.00</b>	<b>2,069.00</b>	<b>-1,029,098.00</b>	<b>20.82%</b>
<b>Net Income</b>	<b>82,926.88</b>	<b>-136,888.50</b>	<b>-333,496.50</b>	<b>-661,166.00</b>	<b>327,669.50</b>	<b>-494,517.00</b>	<b>67.44%</b>



**Sunset Empire Transportation  
Profit & Loss Budget Performance RideCare  
October 2016**

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
YTD Actual % Budget Target: 33.33%					Better		
Ordinary Income/Expense					(Worse)		
<b>Income</b>							
4300 INTEREST	968.07	500.00	3,511.58	2,000.00	1,511.58	6,000.00	58.53%
4500 RC PROVIDER SERVICE REIM	232,373.73	279,952.00	969,682.71	1,105,451.00	(135,768.29)	3,434,370.00	28.23%
Other Types of Income	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Total Income</b>	<b>233,341.80</b>	<b>280,452.00</b>	<b>973,194.29</b>	<b>1,107,451.00</b>	<b>(134,256.71)</b>	<b>3,440,370.00</b>	<b>28.29%</b>
<b>Gross Profit</b>	<b>233,341.80</b>	<b>280,452.00</b>	<b>973,194.29</b>	<b>1,107,451.00</b>	<b>(134,256.71)</b>	<b>3,440,370.00</b>	<b>28.29%</b>
<b>Expense</b>							
<b>1. PERSONNEL SERVICES</b>							
6005 SALARIES & WAGES	24,182.28	26,994.66	100,544.28	113,976.08	13,431.80	350,930.63	28.65%
6200 PAYROLL EXPENSES	2,112.85	3,477.29	11,957.84	14,847.80	2,889.96	45,204.75	26.45%
6300 EMPLOYEE BENEFITS	6,027.00	7,492.48	19,477.80	33,716.14	14,238.34	97,402.22	20.00%
<b>Total 1. PERSONNEL SERVICES</b>	<b>32,322.13</b>	<b>37,964.43</b>	<b>131,979.92</b>	<b>162,540.02</b>	<b>30,560.10</b>	<b>493,537.60</b>	<b>26.74%</b>
<b>2. MATERIALS &amp; SERVICES</b>							
7000 RC PROVIDER PAYMENTS	199,249.01	226,721.00	792,503.48	895,399.00	102,895.52	2,781,506.00	28.49%
7030 BUS PASSES	610.00	1,500.00	3,097.50	6,000.00	2,902.50	18,000.00	17.21%
7050 DMAP/CCO Annual Adjustment	0.00	0.00	-47,696.76	0.00	47,696.76	140,000.00	-34.07%
8005 AUDIT	0.00	0.00	400.00	340.00	(60.00)	6,540.00	6.12%
8006 ADS (HR JOB POSTING)	0.00	200.00	468.58	700.00	231.42	2,000.00	23.43%
8010 BANK FEES	10.00	14.00	40.00	57.00	17.00	171.00	23.39%
8020 BLDING & GROUNDS MAINT	439.57	683.00	1,552.37	2,730.00	1,177.63	8,190.00	18.95%
8025 BUS PASSES	0.00	0.00	0.00	0.00	0.00	0.00	
8030 COMP-INFO-TECH SERVICES	173.18	634.00	642.33	2,536.00	1,893.67	7,609.00	8.44%
8035 CONF TRAINING & TRAVEL	0.00	490.00	-185.95	1,580.00	1,765.95	6,788.00	-2.74%
8045 DRUG/ALCOHOL/BG CHECKS	236.25	100.00	770.25	400.00	(370.25)	1,200.00	64.19%
8050 DUES SUBSCRIPTIONS & FEES	39.42	1,000.00	43.64	1,000.00	956.36	2,170.00	2.01%
8055 DURABLE EQUIP/SMALL TOOL:	477.58	1,500.00	6,545.07	7,000.00	454.93	19,700.00	33.22%
8065 EDUCATION/OUTREACH	0.00	0.00	0.00	600.00	600.00	2,400.00	0.00%
8070 EMPLOYEE RECOGNITION	0.00	100.00	0.00	200.00	200.00	1,800.00	0.00%
8072 Election Fees	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00%
8080 INSURANCE	0.00	0.00	2,308.25	1,430.00	(878.25)	5,742.00	40.20%
8090 LEGAL ADS	0.00	0.00	0.00	100.00	100.00	500.00	0.00%
8095 LEGAL COUNSEL	0.00	0.00	0.00	0.00	0.00	200.00	0.00%
8100 MEETING EXPENSE	0.00	100.00	20.91	400.00	379.09	1,200.00	1.74%
8120 OFFICE SUPPLIES	101.46	337.00	1,205.17	1,548.00	342.83	4,050.00	29.76%
8130 PAYROLL PROCESSING FEES	29.75	40.00	131.95	180.00	48.05	520.00	25.38%
8135 PRINTING	55.00	250.00	59.37	1,000.00	940.63	3,000.00	1.98%
8139 PROFESSIONAL SERVICES	528.00	220.00	975.00	10,220.00	9,245.00	40,000.00	2.44%
8155 TELEPHONE/INTERNET SERVIC	2,915.47	3,265.00	13,784.68	13,061.00	(723.68)	39,184.00	35.18%
8165 UTILITIES	524.59	682.00	1,823.65	2,529.00	705.35	8,339.00	21.87%
<b>Total 2. MATERIALS &amp; SERVICES</b>	<b>205,389.28</b>	<b>237,836.00</b>	<b>778,489.49</b>	<b>949,010.00</b>	<b>170,520.51</b>	<b>3,101,809.00</b>	<b>25.10%</b>
<b>Total Expense</b>	<b>237,711.41</b>	<b>275,800.43</b>	<b>910,469.41</b>	<b>1,111,550.02</b>	<b>201,080.61</b>	<b>3,595,346.60</b>	<b>25.32%</b>
<b>Net Ordinary Income</b>	<b>-4,369.61</b>	<b>4,651.57</b>	<b>62,724.88</b>	<b>-4,099.02</b>	<b>66,823.90</b>	<b>-154,976.60</b>	<b>140.47%</b>
<b>Other Income/Expense</b>							
<b>Other Expense</b>							
<b>3. OTHER EXPENSES</b>							
9611 CLATSOP BANK-LOAN INT	0.00	0.00	0.00	0.00	0.00	0.00	
<b>Total 3. OTHER EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
9600 DEBT SERVICE & INTERES-FEE	0.00	0.00	0.00	0.00	0.00	106.00	0.00%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	0.00	0.00	0.00	12,000.00	0.00%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	0.00	0.00	0.00	2,772.00	0.00%
9655 DMAP REPAYMENT AGREEMENT	0.00	0.00	36,343.25	36,343.00	(0.25)	145,373.00	25.00%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	200,000.00	0.00%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>36,343.25</b>	<b>36,343.00</b>	<b>(0.25)</b>	<b>360,251.00</b>	<b>10.09%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>-36,343.25</b>	<b>-36,343.00</b>	<b>(0.25)</b>	<b>-360,251.00</b>	<b>10.09%</b>
<b>Net Income</b>	<b>-4,369.61</b>	<b>4,651.57</b>	<b>26,381.63</b>	<b>-40,442.02</b>	<b>66,823.65</b>	<b>-515,227.60</b>	<b>105.12%</b>

**Sunset Empire Transportation  
Balance Sheet  
As of October 31, 2016**

<b>ASSETS</b>		<b>LIABILITIES &amp; EQUITY</b>	
Current Assets		Liabilities	
Checking/Savings		Current Liabilities	
1000 SETD GEN FUND BANK ACCTS		Accounts Payable	
1001 CCB-OPERATING (3943)	190,415.41	2000 ACCOUNTS PAYABLES	
1002 CCB-PAYROLL (3950)	2,187.71	2010 SETD GENERAL FUND A/P	11,508.08
1005 CCB-VEHICLE SALES ACCT	2,202.18	2020 RIDE CARE FUND A/P	40,132.79
1010 CCB-EMPLOYEE ACCT (3935)	575.00	Total 2000 ACCOUNTS PAYABLES	51,640.87
1015 HRA FISCAL AGENT	1,592.08	Total Accounts Payable	51,640.87
1020 LGIP (4992)	158,452.89	Other Current Liabilities	63,575.53
1030 CAPITAL RESERVE FUND	75,323.56	Total Current Liabilities	115,216.40
1000 SETD GEN FUND BANK ACCTS - Other	1,397.02	Long Term Liabilities	
Total 1000 SETD GEN FUND BANK ACCTS	432,145.85	2800 INTERCOMPANY DUE TO/FROM	
1040 TILLS	300.00	2810 DUE TO RIDE CARE	435,063.82
1050 RIDE CARE FUND BANK ACCTS		2815 DUE TO/(FROM) SETD G F	(435,063.82)
1051 CCB-RC OPERATING (3976)	210,017.37	Total 2800 INTERCOMPANY DUE TO/FROM	0.00
1055 HRA FISCAL AGENT (RC)	507.92	Total Long Term Liabilities	0.00
1056 RC LGIP (3959)	1,110,613.02	Total Liabilities	115,216.40
Total 1050 RIDE CARE FUND BANK ACCTS	1,321,138.31	Equity	
Total Checking/Savings	1,753,584.16	3000 OPENING BALANCE EQUITY	651,014.34
Accounts Receivable		3100 NWRC PRIOR PERIOD ADJUST	(136,476.00)
1200 ACCOUNTS RECEIVABLES		3900 RETAINED EARNINGS	1,508,253.53
1210 SETD A/R		Net Income	(307,114.87)
1211 SETD A/R	13,010.50	Total Equity	1,715,677.00
Total 1210 SETD A/R	13,010.50	TOTAL LIABILITIES & EQUITY	1,830,893.40
1200 ACCOUNTS RECEIVABLES - Other	20.00		
Total 1200 ACCOUNTS RECEIVABLES	13,030.50		
1250 PROPERTY TAX RECEIVABLES	36,439.12		
Total Accounts Receivable	49,469.62		
Other Current Assets	27,839.62		
Total Current Assets	1,830,893.40		
TOTAL ASSETS	1,830,893.40		

**Sunset Empire Transportation  
Accounts Receivable  
As of October 31, 2016**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
CITY OF CANNON BEACH - A/R	3,082.00	0.00	0.00	0.00	0.00	3,082.00
CLATSOP COUNTY TREASURER	0.00	0.00	0.00	0.00	36,439.12	36,439.12
CLATSOP CRUISE HOSTS	7,841.00	0.00	0.00	0.00	0.00	7,841.00
DSHS-CHILDRENS ADMINISTRATION OFFICE	45.00	0.00	0.00	0.00	0.00	45.00
HULTQUIST, JUANITA 3	0.00	0.00	0.00	0.00	0.00	0.00
ISN	0.00	0.00	0.00	0.00	-330.00	-330.00
ODOT	0.00	0.00	0.00	0.00	0.00	0.00
OR DHS - ASTORIA - SSP/0401	0.00	0.00	0.00	0.00	0.00	0.00
OR TREASURY	0.00	0.00	0.00	0.00	0.00	0.00
P-ALLSTATE INSURANCE AGENCY	142.50	142.50	0.00	142.50	0.00	427.50
P-ANDI WARREN INSURANCE AGENCY	47.50	47.50	0.00	0.00	0.00	95.00
P-CELLAR ON 10TH, THE	0.00	95.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	0.00	95.00	0.00	0.00	0.00	95.00
P-H&R Block	142.50	47.50	95.00	0.00	-190.00	95.00
P-HOMESPUN QUILTS	0.00	95.00	0.00	0.00	0.00	95.00
P-HOXIE, RONALD	0.00	47.50	0.00	0.00	0.00	47.50
P-STEINER, MICHELE	0.00	47.50	0.00	0.00	0.00	47.50
PACIFIC NW WORKS/WORKSOURCE	0.00	0.00	0.00	0.00	45.00	45.00
RC-PASSES	0.00	1,350.00	0.00	0.00	0.00	1,350.00
RC-SETD PARA	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b><u>11,300.50</u></b>	<b><u>1,967.50</u></b>	<b><u>95.00</u></b>	<b><u>142.50</u></b>	<b><u>35,964.12</u></b>	<b><u>49,469.62</u></b>

**Sunset Empire Transportation  
Accounts Payable  
As of October 30, 2016**

General Fund	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
ALSCO	65.80	0.00	0.00	0.00	0.00	65.80
CARD SERVICE CENTER	2,748.80	0.00	0.00	0.00	0.00	2,748.80
COASTAL ENTERPRISES, LLC	0.00	31.50	0.00	0.00	0.00	31.50
COASTAL LOCK -N- KEY, LLC	23.00	0.00	0.00	0.00	0.00	23.00
GRAFS AUTOMOTIVE	378.00	0.00	0.00	0.00	0.00	378.00
INDUSTRIAL DIESEL POWER, INC	3,932.84	0.00	0.00	0.00	0.00	3,932.84
LAZERQUICK	55.00	0.00	0.00	0.00	0.00	55.00
MAC TOOLS	120.99	0.00	0.00	0.00	0.00	120.99
MCCALL TIRE CENTER - Warrenton	1,817.88	0.00	0.00	0.00	0.00	1,817.88
MTR WESTERN BUS	1,085.28	0.00	0.00	0.00	0.00	1,085.28
O'REILLY AUTO PARTS	305.33	0.00	0.00	0.00	0.00	305.33
OFFICE DEPOT	4.61	0.00	0.00	0.00	0.00	4.61
PACIFICSOURCE ADMINISTRATORS	0.00	0.00	0.00	0.00	0.00	0.00
TERRY'S PLUMBING	126.00	0.00	0.00	0.00	0.00	126.00
VERIZON WIRELESS	762.76	0.00	0.00	0.00	0.00	762.76
WARRENTON AUTO PARTS	50.29	0.00	0.00	0.00	0.00	50.29
<b>TOTAL General Fund</b>	<b><u>11,476.58</u></b>	<b><u>31.50</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>11,508.08</u></b>
<b>Ride Care</b>						
RC-COLUMBIA COUNTY RIDER	110.00	0.00	0.00	0.00	0.00	110.00
RC-ELLIOTT'S TRANSPORT	3,290.60	0.00	0.00	0.00	0.00	3,290.60
RC-HOT SHOT TRANSPORTATION	1,881.80	0.00	0.00	0.00	0.00	1,881.80
RC-LEE, RYAN	1,579.58	0.00	0.00	0.00	0.00	1,579.58
RC-MEDIX AMBULANCE	3,192.20	0.00	0.00	0.00	0.00	3,192.20
RC-METRO WEST AMBULANCE	1,901.43	0.00	0.00	0.00	0.00	1,901.43
RC-TILLAMOOK COUNTY TRANSPORTATION	12,605.75	0.00	0.00	0.00	0.00	12,605.75
RC-WAPATO SHORES, INC	13,787.50	0.00	0.00	0.00	0.00	13,787.50
RC-WILCOX & FLEGEL	1,783.93	0.00	0.00	0.00	0.00	1,783.93
<b>TOTAL Ride Care</b>	<b><u>40,132.79</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>40,132.79</u></b>
<b>Total SETD</b>	<b><u>51,609.37</u></b>	<b><u>31.50</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>51,640.87</u></b>

**Sunset Empire Transportation**  
**Checks Over \$5,000**  
**10/31/2016**

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Original Amount</u>
Bill Pmt -Check	4046	10/04/2016	RC-HOT SHOT TRANSPORTATION	-5,110.31
Bill Pmt -Check	4048	10/04/2016	RC-MEDIX AMBULANCE	-9,442.20
Bill Pmt -Check	4051	10/04/2016	RC-TILLAMOOK COUNTY TRANSPORTATION	-20,260.00
Bill Pmt -Check	4052	10/04/2016	RC-WAPATO SHORES, INC	-13,519.43
Bill Pmt -Check	4057	10/12/2016	RC-K & M MEDIVAN	-20,500.47
Bill Pmt -Check	4060	10/12/2016	RC-MEDIX AMBULANCE	-5,202.60
Bill Pmt -Check	4065	10/12/2016	RC-WAPATO SHORES, INC	-14,637.93
Bill Pmt -Check	4070	10/19/2016	RC-K & M MEDIVAN	-6,162.09
Bill Pmt -Check	4078	10/19/2016	RC-WAPATO SHORES, INC	-14,088.59
Bill Pmt -Check	4082	10/23/2016	RC-COLUMBIA COUNTY RIDER	-5,405.81
Bill Pmt -Check	4085	10/23/2016	RC-MEDIX AMBULANCE	-5,954.20
Bill Pmt -Check	4088	10/23/2016	RC-TILLAMOOK COUNTY TRANSPORTATION	-30,687.50
Bill Pmt -Check	4090	10/23/2016	RC-WAPATO SHORES, INC	-13,312.78
Bill Pmt -Check	4091	10/23/2016	RC-WILCOX & FLEGEL	-5,372.33
Bill Pmt -Check	16470	10/19/2016	TILLAMOOK COUNTY DISTRICT	-11,667.00
Bill Pmt -Check	16473	10/19/2016	WILCOX & FLEGEL	-5,549.80
Bill Pmt -Check	16474	10/19/2016	WESTERN BUS SALES, INC.	-187,722.00
Liability Check	16497	10/31/2016	SDIS	-32,189.34
Check	103116	10/31/2016	CLATSOP COMMUNITY BANK	-6,573.50

# Bill

Sunset Empire Transportation District  
 ASTORIA, OR. 97103  
 900 Marine Drive

Date	Ref. No.
10/17/2016	0342 9/8-10/7

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

**PAID**

Bill Due 11/16/2016
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	0220 EARLS SPIFFY'S RESTAURANT - STEVE AND SCOTT FOR TRIP TO WESTERN BUS	52.97		OPER 5311
8050 DUES SUBSCRIPTIONS & FEES	ODOT - LICENSES FOR NEW BUSES	249.00		OPER 5311
8038 TRAVEL	SHARI'S - FOOD FOR STEVE AND SCOTT FOR TRIP TO WESTERN BUS	31.45		OPER 5311
8120 OFFICE SUPPLIES	STAPLES - BINDERS FOR SETD POLICY MANUALS	4.00		ADMINISTRATION
8121 POSTAGE-SHIPPING	USPS - STAMPS	47.00		OPER 5311
8038 TRAVEL	0667 HAZEN ORBITZ.COM - LODGING FOR PTAC MEETING	55.81		ADMINISTRATION
8038 TRAVEL	MCDONALD'S - FOOD FOR JEFF FOR PTAC MEETING	6.69		ADMINISTRATION
8038 TRAVEL	WILLAMETTE VALLEY GRILL - FOOD FOR JEFF FOR PTAC MEETING	11.00		ADMINISTRATION
8038 TRAVEL	ARCTIC CIRCLE - FOOD FOR JEFF FOR OTC MEETING	8.68		ADMINISTRATION
8038 TRAVEL	SAMBO'S - FOOD FOR JEFF FOR PTAC MEETING	17.25		ADMINISTRATION
8023 B&M SHELTER CLEAN & REPAI	FRED MEYER - BEE TRAP FOR BUS SHELTER	13.38		ADMINISTRATION
8139 PROFESSIONAL SERVICES	CASTING WORDS - TRANSCRIPTION	45.00		ADMINISTRATION
8139 PROFESSIONAL SERVICES	CASTING WORDS - TRANSCRIPTION	60.00		ADMINISTRATION
8038 TRAVEL	FAMOUS DAVE'S - RURAL PUBLIC AND INTERCITY BUS TRANSPORTATION (RPIBT) CONFERENCE	22.99		ADMINISTRATION

# Bill

Sunset Empire Transportation District  
 ASTORIA, OR. 97103  
 900 Marine Drive

Date	Ref. No.
10/17/2016	0342 9/8-10/7

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

**PAID**

Bill Due	11/16/2016
Terms	
Memo	

## Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	HOT DOG EXPRESS - FOOD FOR JEFF FOR RPIBT CONFERENCE	10.02		ADMINISTRATION
8038 TRAVEL	UNITED - CHECKED LUGGAGE FOR FLIGHT TO RPIBT CONFERENCE	25.00		ADMINISTRATION
8038 TRAVEL	ETOWAH VALLEY GOLF CLUB - FOOD FOR RPIBT CONFERENCE	12.14		ADMINISTRATION
8038 TRAVEL	PORTLAND ROASTING COFFEE - FOOD FOR JEFF FOR RPIBT CONFERENCE	6.43		ADMINISTRATION
8038 TRAVEL	PACK'S TAVERN - FOOD FOR JEFF FOR RPIBT CONFERENCE	21.99		ADMINISTRATION
8038 TRAVEL	ALOFT - LODGING FOR JEFF FOR RPIBT CONFERENCE	200.62		ADMINISTRATION
8038 TRAVEL	HERTZ - CAR FOR JEFF FOR RPIBT CONFERENCE	123.52		ADMINISTRATION
8021 B&M GENERAL	0261 JONES HOME DEPOT - WALLDOGS AND BATTERIES FOR RIDE CARE	15.91	RIDE CARE ADMIN	ADMINISTRATION
8057 OFFICE FURNITURE & EQUIP	AMAZON MARKETPLACE - HEADSET	133.80	RIDE CARE ADMIN	ADMINISTRATION
8057 OFFICE FURNITURE & EQUIP	AMAZON MARKETPLACE - HEADSET	171.89	RIDE CARE ADMIN	ADMINISTRATION
8057 OFFICE FURNITURE & EQUIP	AMAZON MARKETPLACE - HEADSET	171.89	RIDE CARE ADMIN	ADMINISTRATION
8031 WEBSITE/ON-LINE SW SUB	0334 LAYTON ADOBE - SOFTWARE	34.98		ADMINISTRATION



# Bill

Sunset Empire Transportation District  
 ASTORIA, OR. 97103  
 900 Marine Drive

Date	Ref. No.
10/17/2016	0342 9/8-10/7

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

**PAID**

Bill Due	11/16/2016
Terms	
Memo	

## Expenses

Account	Memo	Amount	Customer:Job	Class
8031 WEBSITE/ON-LINE SW SUB	MICROSOFT - EMAIL SOFTWARE	488.09		ADMINISTRATION
8120 OFFICE SUPPLIES	FULLIDENTITY.COM - NEW ID'S	96.50		ADMINISTRATION
8038 TRAVEL	BRECKENRIDGE INN - LODGING FOR SHANA FOR TRANSPORTATION RESEARCH BOARD	236.76		MOBILITY MANAGEMENT
8070 EMPLOYEE RECOGNITION	Parker ERICKSON FLORAL - FLOWERS FOR RAE'S FUNERAL	72.00		ADMINISTRATION
8035 CONF TRAINING & TRAVEL	COMFORT INN - LODGING FOR SHANA FOR WSDOT CONFERENCE	302.04		MOBILITY MANAGEMENT

Expense Total : 2,748.80

**Bill Total : \$2,748.80**

Date: December 2, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.a Call Recording Policy Update

At the October Board meeting, it was suggested by the Board that we develop a call recording policy in relation to recording calls at RideCare. I have reached out to the other public brokerages to see if they have a policy on call recording. I have received one example and hopefully will receive a couple of more so that I can tailor them to fit our needs in our operating policies.

Date: December 2, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 11.a

Ty Williams with the Oregon Department of Forestry will be here to make a presentation on the current Oregon Forest Management Act. He will be available to answer any questions you may have on current practices. It is important to note that he will not be able to answer questions in regards to Agenda Item 11.b due to the litigation that has been filed.



## **Astoria District – State Forests Overview**

### **Land Ownership**

Astoria District is comprised of approximately 137,000 acres of state forest lands. About 98.5 percent of these lands are Board of Forestry (BOF) lands, with the remainder being Common School (CSL) lands. A total of 154,000 acres of State Forests are located in Clatsop County.

State forest lands are interspersed among other forest lands throughout the county, in ownership blocks ranging from several hundred to over 50,000 acres. Other forest lands in the county are predominantly held by large private timber companies: Greenwood Resources, Inc., Hampton Tree Farms, Weyerhaeuser Co., Matoaka & PH Timber (Managed by Green Crowe), Port Blakely Tree Farms and Stimson Lumber Company. Individuals and families (non-industrial private landowners) hold a small percentage of the forest lands.

### **Environmental**

Management of the Clatsop State Forest provides for properly functioning aquatic habitats for salmonids, and other native fish and aquatic life; habitats for native wildlife; productive soil, and clean air and water.

### **Economic**

Over the last 10 years annual revenues distributed to Clatsop County and local taxing districts from state forest timber sales have averaged \$15.8 million dollars. Clatsop County has averaged the largest share of revenue of all counties at approximately 33% of the total distribution. There are 25 different taxing districts that receive portions of this revenue which include seven different rural fire departments, Clatsop Care Center, Clatsop College, and local school districts, just to name a few.

Currently we have 28 timber sales under contract with an estimated net value of \$53 million dollars. The total number of active sales on the Clatsop State Forest is 10 with an average of 10 direct jobs with each sale for a total of 100 people directly employed as a result.

Timber sale markets are dominated mainly by “saw-timber” in Warrenton, Mist, Tillamook, Forest Grove, Willamina, Kalama, and Molalla. Some timber is transported to Rainer and then shipped by rail to southern Oregon. Other markets include Doug-fir and hemlock peeler logs to Elma, WA, hardwoods to Tillamook, Longview, and Chehalis, and hardwood pulp to Warrenton and Clatskanie.

### **Social**

Recreation is diverse on the Clatsop State Forest, with dispersed use throughout the district. Activities include horseback riding, hiking, mountain biking, off-highway vehicle (OHV) riding, family camping, group camping, hunting, target shooting, fishing, nature study, and sightseeing. During FY16 we had 17,083 users at our five campgrounds which generated \$61,449 in use fees.

The Clatsop State Forest has five designated campgrounds: Henry Rierson Spruce Run Campground and Beaver Eddy Campground in the Quartz Basin, Gnat Creek Campground in the Davis Basin, Northrup Creek Horse Camp in the Northrup Basin, and Viewpoint OHV Campground in the Plympton Basin. A day use area at Lost Lake is also available.

There are 20 miles of non-motorized trail in the Clatsop State Forest including the Soapstone Lake hiking trail, Bloom Lake hiking trail, Spruce Run Creek hiking trail, Northrup Creek equestrian trail, Gnat Creek hiking trail, Lost Lake hiking trail, and the Astoria District Demonstration Forest trail.

Additionally there are twenty-five miles of designated off-highway vehicle (OHV) trails located within the Nicolai Mountain Off-Highway Vehicle Area. Local OHV user groups continue to be important collaborators in the success of this motorized riding area.

Date: December 2, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 11.b County of Linn v. State of Oregon and the State Forestry Department

We have received notice of a pending \$1,409,600,000 class action suit filed by Linn County. The action has been certified by a judge as a class action case meaning that all taxing districts, including Sunset Empire Transportation District, in the thirteen forest trust counties are members of the class.

SETD receives State timber revenue for timber harvested on State lands within Clatsop County. We have budgeted \$140,000 for this year. Here is a breakdown of recent revenues by fiscal year:

2016	\$251,603
2015	\$141,897
2014	\$166,045
2013	\$182,940
2012	\$128,069
2011	\$121,919
2010	\$170,442
2009	\$152,237

If Linn County were to prevail in this action and the full amount of the suit was awarded, it would mean that \$300,000,000 would come to Clatsop County to be divided up among all the taxing districts within the County. I have estimated that SETD would receive over \$9,000,000.

The decision that needs to be made today by the Board is whether SETD should remain a part of the class or opt out of the class. If the Board chooses to opt out, SETD will not be bound by any judgements entered in the class action, nor would we be entitled to any benefit of any judgements. By opting out SETD would not have any input on a potential settlement of the case.

The deadline to opt out is January 25, 2017

RECEIVED  
NOV 28 2016

**NOTICE OF A PENDING CLASS ACTION**

*County of Linn v. State of Oregon and the State Forestry Department*, 16CV07708  
Circuit Court of the State of Oregon  
Twenty Third Judicial District  
Linn County

The Circuit Court of the State of Oregon for Linn County authorizes this notice. This notice is not a solicitation from a lawyer.

Your governmental entity is receiving this notice because your organization is believed to be a class member in a class action case filed in Linn County Circuit Court involving lands that certain Oregon counties conveyed to the State of Oregon (the "State") pursuant to ORS 530.010 *et seq.* and predecessor laws and statutes (the "Act").

This Notice provides your governmental entity a summary of the case and explains your rights with respect to the case. For additional information you may contact Class Counsel, John A. DiLorenzo, Jr. of Davis Wright Tremaine LLP. Mr. DiLorenzo's contact information is provided at the bottom of this Notice.

**What is the case about?**

The case is filed in Linn County Circuit Court and is entitled *County of Linn v. State of Oregon and the State Forestry Department*, Linn County case number 16CV07708.

Linn County is the plaintiff in the case. The State and the Oregon Department of Forestry are the Defendants.

Linn County alleges that Linn County and other Oregon counties (collectively, the "Counties") have conveyed forestlands to the State pursuant to the Act.

Linn County alleges that the Act and the conveyances of lands made by the Counties to the State under Act, created a contract between the Counties and the State and that, pursuant to the terms of the Act and the contract, the State was required to manage the lands and to return to the Counties, and to the taxing districts in which the lands are situated, a percentage of the revenues derived from the land. Linn County alleges that those taxing districts are intended beneficiaries of the contract.

Linn County alleges that the Act and contract mandates that the Defendants shall manage the forestlands the Counties conveyed to the State "so as to secure the greatest permanent value of the lands to the state." Linn County alleges that in 1998, the State adopted an administrative rule, OAR 629-035-020 (the "GPV Rule"), which defined the term "Greatest Permanent Value." Linn County alleges that the State's implementation of the GPV Rule breached the contract between the Counties and the State, causing damages to the Counties and to the taxing districts in which the lands are situated.

Linn County brings the case as a class action on behalf of itself, and on behalf of a class consisting of the other Counties who had conveyed lands to the State under the Act and the taxing districts in which the lands are situated.

### **What does the Case Seek?**

Linn County asserts a single claim, a claim for breach of contract. Linn County seeks a single form of relief, money damages from the Defendants based on the alleged breach of contract.

Linn County's complaint seeks One Billion Four Hundred Nine Million Six Hundred Thousand dollars (\$1,409,600,000.00) on behalf of the Counties and the taxing districts. This figure includes both past alleged damages and an estimate of future damages.

The State denies many of Linn County's allegations, denies any liability to Linn County or any member of the class, and denies that individual class members have been damaged.

### **Has the Court Approved the Case as a Class Action?**

Yes. By order signed October 11, 2016, the Court granted Linn County's Motion for Class Certification, having found that this case meets the requirements to proceed as a class action. As a result of that decision, the Court has authorized that this Notice be sent to the class members.

The Court has not ruled that the Defendants breached the contract, and by issuing this notice the Court is not expressing any opinion as to the merits of the case. The Court has not yet set a date for the trial of this case.

### **Who is a Member of the Class?**

The class includes: (a) Linn County and all other all Oregon counties that conveyed forestlands to the State of Oregon pursuant to ORS 530.010 *et seq.* and predecessor laws and statutes (the "Act"); and (b) all other local government entities that share or receive revenue generated under Act. Your organization is receiving this notice because your organization is believed to be a class member.

### **How does my organization participate in the class action?**

As a member of the class, your organization does not need to take any further action to participate in the case and potentially share in any recovery of damages from the Defendants. If your governmental entity chooses to take no action, its interests as a class member will be represented by Linn County and by the lawyers for the class members, who have been appointed by the Court, and your organization may be bound by the terms of any final judgment entered in the class action.

If your governmental entity chooses, it may exclude itself from the case so that your organization is not bound by the result. If your governmental entity excludes itself from the case, however, it will not share in the recovery of any money damages.



### **How does my governmental entity exclude itself from this case?**

If your governmental entity does not want to participate in the case, you may exclude it by sending a letter that includes the following: (1) your governmental entity's name, address, and telephone; (2) a written statement saying that your governmental entity wishes to be excluded from the case; and (3) an authorized signature on behalf of your governmental entity. To be excluded from this case, your governmental entity must mail or deliver a written request for exclusion no later than January 25, 2017, to John A. DiLorenzo, Jr., Davis Wright Tremaine LLP, 1300 SW Fifth Ave, Suite 2400, Portland, Oregon 97201.

If your governmental entity excludes itself from the class, it will not be bound by any judgments entered in the class action, nor will it be entitled to the benefit of any judgments, such as damages, entered in the class action. Your organization will remain free to pursue any legal rights you may have against the Defendants; however, the class representatives and class counsel will not represent your governmental entity as to any claims against the Defendants. Know that if you request exclusion from the class in order to pursue any legal rights against Defendants there may be important time considerations in bringing such claims.

### **Who are the Attorneys appointed by the Court to Represent the Class?**

The Court has appointed the law firm of Davis Wright Tremaine LLP, 1300 SW Fifth Ave, Suite 2400, Portland, Oregon 97201, to represent the class.

The attorneys for the class will ask the Court to award any attorney fees based on a percentage of the total recovery of the class, and will not ask your governmental entity to directly pay any fees or costs.

### **How do we get additional information?**

Please do not call the Court or any Judge's office about this matter. If your governmental entity would like further information, please contact Class Counsel:

John A. DiLorenzo, Jr.  
Davis Wright Tremaine LLP  
1300 SW Fifth Avenue, Suite 2400  
Portland, OR 97201  
Tel: (503) 241-2300

November 23, 2016,

Daniel R. Murphy  
Circuit Judge  
Linn County Circuit Court

Date: December 2, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 11.c Whistleblower Policy

During the most recent legislative session, House Bill 4067 was passed to protect employees who act on good faith and objectively reasonable belief to report a violation of federal, state, or local law, rule, or regulation by their employer.

Beginning January 1, 2017, all public and nonprofit employers must establish and implement a whistleblower policy. The policy must delineate all rights and remedies provided to employees and employers will need to deliver a written or electronic copy of the policy to each employee.

Because this is a legislative action, I would like the Board to adopt this operational policy so that we are complying with the new law. The wording for the policy is directly from Special Districts Association of Oregon.

## Whistleblower Protections

### Purpose

To provide and reporting procedures should a District employee become aware of improper government action in accordance with Oregon Revised Statute 659A.200 to 659A.224.

- I. The District encourages any employee with knowledge of or concern of an illegal or dishonest fraudulent District activity to report it to the Human Resources Officer or designee. The employee may also provide the information to another District manager, a state or federal regulatory agency, a law enforcement agency or an attorney licensed to practice law in Oregon if a confidential communication is made in connection with the alleged violation. Attorneys employed by the District may report violations of law to the Attorney General, subject to rules of professional conduct. All such issues will be investigated in a timely manner to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. For any employee wishing more information, further details can be obtained from the Human Resources Officer.
- II. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to corrective action up to and including termination.
- III. Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. While identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected as much as possible. The District will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Officer or designee immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.
- IV. All reports of illegal and dishonest activities will be promptly submitted to the Human Resources Officer or designee who is responsible for investigating and coordinating corrective action.

Date: December 2, 2016

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 11.d ODOT Agreement 31796 Northwest Oregon Transit Feasibility Study

As I have mentioned before, we are embarking on a feasibility study to explore the possibility of expanding our District to include Columbia County. This study will evaluate the potential for expansion along with other alternatives. ODOT is awarding this grant to us and we will develop an intergovernmental agreement with Columbia County. We are the lead agency on this and I will be the project manager.

There is a match of \$6,000 which will be shared by both SETD and Columbia County. The match will be made with staff time of both organizations.

Staff is recommending approval of ODOT Agreement 31796.

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **December 1, 2016** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **November 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

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

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$30,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$24,000.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

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



accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.



## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

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

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

## 10. Termination

a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:

- i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- iv. The Project would not produce results commensurate with the further expenditure of funds; or
- v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.

b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
- ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

## 11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

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

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

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

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

understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.



Sunset Empire Transportation District/State of Oregon  
Agreement No. 31796

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**Sunset Empire Transportation District**, by  
and through its

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Jeff Hazen  
900 Marine Drive  
Astoria, OR 97103  
1 (503) 861-5370  
jeff@ridethebus.org

**State Contact:**

Jamey Dempster  
555 13th St. NE  
Salem, OR 97301-4179  
1 (503) 731-8563  
James.DEMPSTER@odot.state.or.us

**State of Oregon**, by and through its  
Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Jamey Dempster

Date \_\_\_\_\_ 11/14/2016

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5304 Sunset Empire Transportation District 31796 Planning</b>				
<i>Planning</i>				
<b>Item #1: Short Range Transportation Planning</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$30,000.00	\$24,000.00	\$6,000.00	Local
<b>Sub Total</b>	\$30,000.00	\$24,000.00	\$6,000.00	
<b>Grand Total</b>	<b>\$30,000.00</b>	<b>\$24,000.00</b>	<b>\$6,000.00</b>	

• **1. Project Description**

*The purpose of the Northwest Oregon Transit Feasibility Study ("Project") is to provide strategic and technical information about coordinated transit services and administration in Clatsop and Columbia Counties, Oregon. The Project analyzes revenues, costs, business procedures and public transportation services under illustrative scenarios of public transportation service delivery and administration alternatives.*

*Sunset Empire Transportation District (SETD) provides fixed route and demand response public transportation service in Clatsop County. Columbia County (dba. Columbia County Rider) provides fixed route and demand response public transportation service in Columbia County with connections to Longview, Washington; Portland, Oregon; and Hillsboro, Oregon. SETD is the lead agency ("Recipient") for this study.*

**2. Project Tasks and Deliverables**

*This section describes the Project tasks, including expected deliverables. The section describes the expected schedule and timing.*

*Recipient shall coordinate the Project with existing long- and short-range public transportation plans in the two service areas. Recipient will also remain consistent with local Transportation Service Plans, Transit Development Plans, Human Services Transportation Coordinated Plans, and other related documents.*

*Task 1 Project management. Recipient shall:*

- Develop project vision, goals and measures by which the study and Project alternatives will be deemed successful, and guide the project to meet or exceed those measures*
- Facilitate and document weekly project management team meetings*
- Maintain project work plan with project goals, tasks, schedules and assignments*

*Task 2 Project outreach and communications. Recipient shall:*

- Facilitate and document project advisory committee meetings*
- Prepare materials, facilitate and staff a range of public information events or meetings (e.g. boards of commissioners, focus groups, transportation advisory committees, city councils). Includes preparation of materials and talking points for local agency staff.*
- Prepare project summaries, news, website content and other public information as needed.*

*Key stakeholders may include but are not limited to:*

*Columbia County Rider Transit Director and/or Coordinator*



*Columbia County Commissioner  
Sunset Empire Transportation District Executive Director  
Sunset Empire Transportation District Board Member  
ODOT Regional Transit Coordinator  
ODOT Region 2 Area 1 Planner and Area Manager  
Oregon Special Districts Association*

*Task 3 Existing conditions or agency profile. Recipient shall:*

- Assess and compare transit agency organizational structure, mission and goals, and local stakeholder or decision-making processes.*
- Assess and compare agency transportation services, assets and major projects requiring time and financial commitments*
- Assess and compare agency budgets and financial commitments. Show at least five years past and future budget. Project future budget using past operation and capital expenditures and revenues, and reasonable assumptions of future financial commitments (e.g., vehicle replacements, loan payments, labor).*
- Incorporate findings and analysis from 2016 Sunset Empire Transportation District Long-Range Plan.*
- Document transit district and program history, including formation and past attempts to create transit tax in Columbia County.*

*Task 4 Case studies. Recipient shall:*

- Briefly assess at least five transit agencies, districts or programs similar in size and scope to Columbia County and SETD.*
- Evaluate case studies for further research and evaluation for consolidation models or alternatives most applicable to Columbia County and SETD*
- Select three consolidation or expansion models most applicable to Columbia County and SETD in terms of political environment, operating and services environment, funding and budget, and program goals.*

*Task 5 Financial assessment. Recipient shall:*

- Develop assumptions and assess expected results for three consolidation alternatives. Use historical financial and service data, and demographic and socioeconomic trends used in recent county and state plans to project expected district revenues and expenditures.*
- Assess the expected financial implications for both SETD and Columbia County*
- Help readers assess alternatives under different possible futures. This could be providing expected outcomes under at least two future scenarios or conditions (e.g., high growth, medium growth) for each alternative.*

*Task 6 Implementation needs. Recipient shall:*

- Describe potential resources, timeframe, stakeholders and other requirements to implement and support each of the consolidation alternatives.*
- Recommend actions for local agencies to select and communicate next steps to implement a given consolidation alternative. Describe potential resources, timeframe, stakeholders and other requirements to take these actions.*

*Project deliverables. Recipient shall provide State the following deliverables or products prior to the Agreement expiration date. Failure to provide the deliverables prior to the Agreement*

*expiration date can result in non-payment of reimbursement requests.*

*a. Project workplan: Recipient shall describe project scope and schedule. Recipient shall provide communications and outreach plan.*

*b. Final report: Recipient shall describe work completed in each task above, including detailed financial history and projections under select Project alternatives.*

### *3. Project Schedule*

*Recipient shall define and maintain the schedule in the Project work plan.*

### *4. Project Accounting and Match*

*Recipient may use the following sources of funds for the required local matching funds: Oregon Special Transportation Fund, Oregon Special Transportation Operating funds, community donations, documented in-kind contributions (see below), contract revenues, and other local funds.*

*Recipient's current indirect cost rate as it pertains to this Agreement is 0.0 percent. Changes to Recipient's indirect cost rate must be approved by State.*

*In-kind contributions may be used as local matching funds when such contributions meet all of the following criteria: the value of in-kind contributions is included in the net project cost at least to the extent it is used as local match; the contribution is an integral and necessary part of the approved project; the contributions are documented to show staff time, rates, dates and activities; the rates for volunteer contributions are consistent with those paid for similar work in the organization and community; and the value of donated space does not exceed the fair rental value of comparable space and facilities in a privately-owned building in the same locality.*

### *5. Project Invoicing and Progress Reporting*

#### *Invoicing*

*Recipient will receive payment following State receipt of invoices meeting ODOT procurement requirements. Recipient shall submit invoices that clearly state and summarize: Invoice period, task budget, task expenditures for invoice period, task expenditures to date, budget remaining.*

*Invoices shall itemize expenses by in-house labor, consultant services, and other expenses. Labor and consultant services documentation shall include individual staff hours, hourly cost and total cost. Recipient shall include relevant documentation including, but not limited to, invoices from other organizations or firms. Recipient shall retain invoice documents for at least three years after Agreement Expiration Date.*

#### *Progress Reports*

*Recipient shall submit monthly progress reports to State. The progress reports shall include reporting period activities and deliverables, expected activities and deliverables (1-3 months ahead), schedule status and any critical issues affecting State or Recipient project management. The report shall include the reporting period, report date, project name and Recipient contact information.*

**EXHIBIT B**

**FINANCIAL INFORMATION**

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
49 U.S.C. 5305	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.505 (5303)</b>	<b>\$24,000.00</b>

<b>Administered By</b> Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

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). Employers 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 State. 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 State:

Bodily Injury, Death and Property Damage:

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

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 State:

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 State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. 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 contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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

## EXHIBIT D

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

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

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

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:  
  
*The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.*
5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

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



Executive Director Report  
December 2016 Board Meeting Report  
Jeff Hazen

-SDIS Safety and Security Grant

Each year, Special Districts Insurance Services solicits grant applications from its members relating to safety and security. This year's grant focus is on mitigating exposure to musculoskeletal injuries. The safety committee came up with a few ideas and the one that won out was suggested by Jennifer. It is to purchase a full seat cushion with lumbar support for each bus driver. A majority of our buses are on the road seven days a week, 12-16 hours a day. The driver seats begin to break down quickly. The seats lose their cushion and full support for the driver. Adding a full seat cushion with lumbar support that is designed to add what was lost in the breakdown of the seat, will help correct a driver's sitting position. The full cushion will maintain the "s" curve in the spine to help prevent back pain, sciatica, headaches and road fatigue. It will also absorb the road vibration before it reaches the driver. It will add support under the hips and behind the lumbar area of the back.

Many of our drivers suffer from road fatigue, body aches, back and leg pains and headaches by the end of the shift. They are slow getting out of the bus at the end of the day due to these issues. Even with scheduled lunches and frequent breaks in a shift, adding a high-quality seat cushion that is designed for worn out bus seats will help our hard-working drivers. Here is the link to see what we are proposing to purchase with the grant, <http://www.travelseatcushion.com/Sacro-Ease-TriMet-Bus-and-Truck-Seat-Support-p/se-trimet.htm>

-Adopt-a-family

As we have done in the past, we are adopting a family for Christmas this year. We are adopting a south county family through the Seaside Rotary Club's Wishing Tree program. We were recognized at the Rotary Club meeting this week as the first organization to sign up for a family this year and received a rousing round of applause. The last couple of years we have adopted a family in north county and I felt it was important to reach out to south county this year. We will continue to rotate north/south every year so we are being equitable throughout our service area. More information will be provided at the Holiday Party this weekend.

-Rosa Parks Day

Speaking of a rousing round of applause, we received another one at Rotary this week when it was announced that we were honoring the actions of Rosa Parks on December 1<sup>st</sup>, 1955 by reserving a seat at the front of all buses running on fixed route that day. KAST also had it on the news and on their Facebook page. There were a few positive comments on their post on Facebook.



-IGA with Columbia County

Columbia County has not responded to me on the intergovernmental agreement for the feasibility study by the time the Board pack is going out. They had a few comments on the IGA that I answered and their counsel has not responded yet with their approval.

-Save the Dates

January 5<sup>th</sup> Board Retreat for goal setting

January 6<sup>th</sup> SDAO Legislative Day in Salem

February 9-12 SDAO Annual Conference in Portland

October 1-4 Oregon Public Transportation Conference in Pendleton

Weekly Reports:

11/28/16

Good morning, short week last week so this report will be fairly brief. We finalized our insurance renewals for next year. These renewals include our coverage for; Social Engineering Fraud (AKA Business E-Mail Compromise), Cyber Crime, Vehicles, Properties, Liability and Crime. I finalized an IGA with Columbia County for the feasibility study we will be embarking on. The funding agreement with ODOT will be on the Board's agenda next week for approval. I completed an eFare survey for ODOT dealing with the Trimet eFare study that we are a part of. This was OPTIS week where we submitted our periodic report and then requested reimbursement from the various grant agreements that we have with ODOT. OPTIS stands for Oregon Public Transit Information System. I attended a webinar put on by CTAA about some of the programs that they offer. With the loss of our attorney, I began writing up an RFQ that will be going out to some local firms and to a couple that were provided to me by SDAO. For the IGA that I wrote with Columbia County, I used one of the County Attorneys, Heather Reynolds to review it.

Thursday, December 1st, we will be honoring Rosa Parks on our fixed route buses. It was on this date in 1955 that she refused to give up her seat at the front of the bus as ordered to by the bus driver. All of our buses will have a front seat reserved for her with an informational sign marking this important date in the civil rights movement and the impact it had on public transit and the country.

11/22/16

Good morning, I hope all is well with each of you. This weekly report covers the last two weeks. I was in the hospital last week with a nasty infection in my foot so I wasn't here all week. The Team did a great job keeping things going in my absence!

Several of us (Mary, Scott, John, Tami, Al, Jennifer, and I) attended the Risk Management training session put on by SDAO/SDIS in Seaside. A lot of great information was given out and it was worthwhile to have several of us in attendance. I spent time putting together the presentation that I gave at the NWACT (Northwest Area Commission on Transportation). Karyn

Crisswell, RTC (Regional Transit Coordinator for Region 1 and Jamey Dempster, our RTC put together a Powerpoint presentation and handout that will be used at the legislature next year helping legislators understand how transit is funded. I was able to edit them down to be specific to our area. There were a lot of good questions and people at the NWACT got a better idea about the different funding sources we have. I have attached them to this email. We received some suggestions on things to include in the presentation and handout that will be going to the legislature and I have passed those suggestions onto Karyn and Jamey for them to work into them. I participated in a conference call with the engineers at mindSHIFT in preparation for the onboarding of our IT services. They are now working with John in preparation for the new service.

Due to being in the hospital last week, I had to miss meetings every day. PTAC was held on Monday and there was discussion held on the funding structure and funding cuts for next biennium. I had several questions that I emailed from my bed and am waiting for a written response to them. Tuesday was supposed to be a meeting with Tillamook County Transportation, City of Manzanita, and City of Cannon Beach to further discuss the Intercity Enhancement Plan. Part of this plan is to look out our connections with Tillamook and how to enhance the service but possibly adding another connection and also to have one transfer point (Cannon Beach)only. This would mean that we would no longer go to Manzanita. I liken it to what we did with Columbia County by making our connection in one town, Rainier rather than sometimes Clatskanie and sometimes Westport. Wednesday I missed the monthly driver's meeting so I can't report out on that yet. I do know that our VALIC rep and AFLAC rep were here to talk with employees about retirement and disability. Thursday, I missed the NWOTA meeting and was unable to call in. They met with Trillium to begin the process of the new website. They are scheduling part 2 of that meeting and it will be held in the near future. On Friday a training was held in Portland for grant solicitation and procurement. I missed going to that but both Al and Scott attended. Al brought me back the power point for the grant program and Karen sent me the procurement one. There is a webinar scheduled for next week and I should be able to attend that.

Lastly, Jeanyse Snow informed us that due to her husband's serious health condition, they are closing their practice so she will no longer be providing our legal services. She did recommend both Heather Reynolds and Blair Henningsgaard because of their municipal background. I will be reaching out to them and contacting SDAO for recommendations as well.

10/31/16

Today's update will be rather short since we had a Board meeting last week. I spent some time starting to research transit fleet maintenance software. Currently, we have a paper driven system and we need to take a look at what software is out there and what kind of efficiencies we will gain. I found a couple of companies that I was interested in and have started communicating with them to learn more about what they offer. I received the 2017-19 ODOT Advance Grant

Notice with estimated allocations listed. They have made some changes this biennium and I'm sure that we will be having some discussion around the funding at our next PTAC meeting in November. I have an executive committee meeting for PTAC tomorrow and I will be bringing it up there since I have started to get feedback from some of the other rural providers on the west side of the State.

Following up with last week's Board meeting, I wanted to let you know that Tami is working on getting each of you set up with sign in credentials for SDAO so you can go online for some of their training. As a final reminder, I hope that those of you who haven't filled out the Doodle Poll yet, can go in this week and complete it so I can get a date set with the facilitators. Let me know if you need the link to the poll resent to you.

10/24/16

Last week, I reviewed and okayed the RFQ for the purchase of the 2 STF funded paratransit vans. ODOT gave their ok on the RFQ so it has been sent out to the vendors. I would anticipate delivery of the vehicles in January or February. We had our quarterly S & D meeting on Tuesday. Topics included a travel training update, an STF process update, and discussion on filling the last vacancy on the committee. I attended the area manager's meeting on Tuesday. This is monthly opportunity for the city managers, the county manager, and a couple of special district managers to get together informally and report out what is going on in our respective agencies. Since it was Board meeting packet assembly week, I spent time on finalizing the agenda along with prepping all of the material for the meeting. Mary and I have streamlined our packet process and it has cut down time dramatically. Our RideCare advisory committee meeting was held on Friday. I updated the group on where we are at with the OBSS software process. I also went off topic and shared our last quarter ridership increases on our fixed routes. I also sat in on a webinar on Friday about Reimanging Transportation. Unfortunately, this one was focused on urban transportation and they did not address my questions on applicability to rural areas that I submitted on the chat screen and I was disappointed they didn't answer them via email after the webinar was over. Guess not every webinar will be a good one.....

**“The Bus” (Fixed Route) Highlights:**

- **23,747 people** used fixed routes in October for an average of **766 riders per day**.
- **36.5% increase** in average passengers who rode fixed routes per day from last October (561.2 to **766**)
- **13.7 people per hour**, on average, got on any fixed route at any time that the bus runs in October. **22.3% increase** (11.2 to 13.7) from last October.
- **17.6% increase** in the ratio of elderly/disabled riders from last October (21.2% to **24.9%**)

**RideAssist Highlights:**

- **812 rides** were provided by RideAssist in October for an average of **33.8 rides per day**.
- **16.7% increase** in average RideAssist passengers per day from last October (29 to **33.8**)
- **2.5% increase** in all ADA Paratransit rides from last October (528 to **541**)

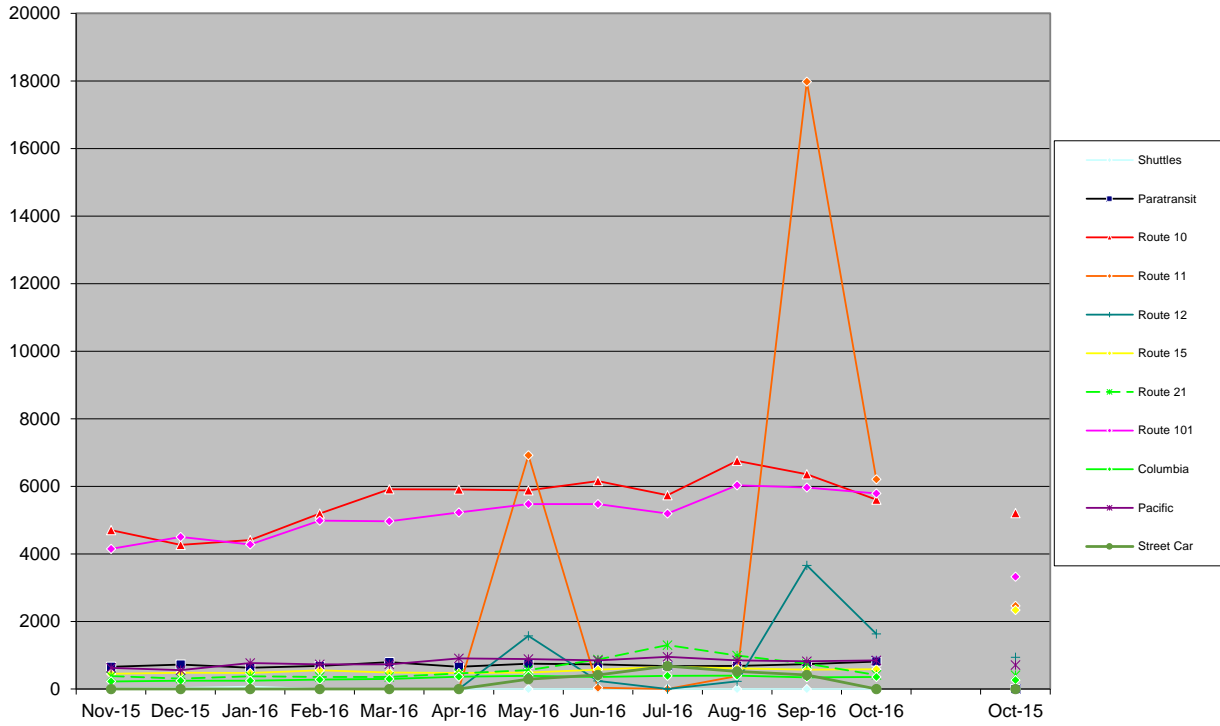
**Clatsop Care Center Health District Highlights:**

- **0 people** were provided by SETD in October for an average of **0 riders per day**.

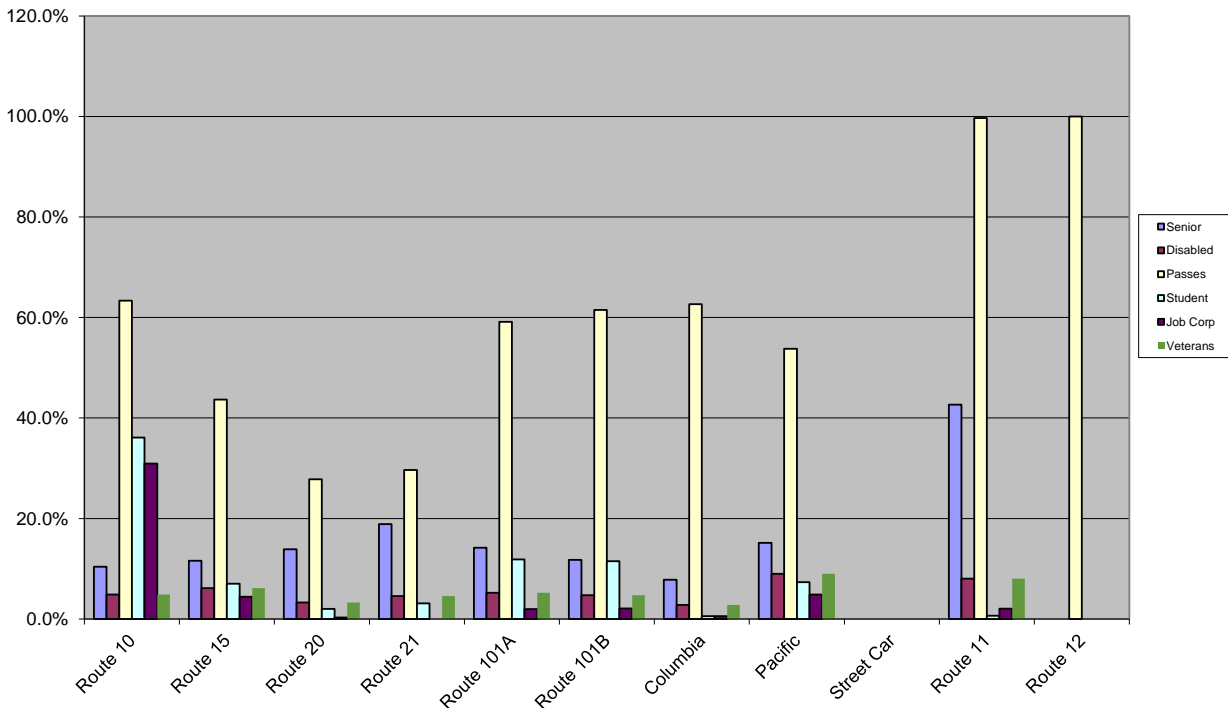
**System Highlights:**

- **24,559 people** used Sunset Empire Transportation in October for an average of **792.2 riders per day**.
- **37% increase** in all average passengers per day from last October (578.2 to **792.2**)

### SETD Rides



### Rider Breakdown by Route





Operations  
December Board Meeting Report  
Scott Earls

1. Being the Operations report we take great pride in the ridership numbers that are being produced. To already be over 200,000 riders with 2 months to go in the year is awesome.
2. We sent out and received back the Bid request for the 2 Para Transit Vans and should have a decision soon. Our choice then goes to the State for approval after that the vehicles are ordered. We are hoping for delivery end of Jan maybe sometime in Feb.
3. A number of us attended a training session in Nov. for Risk Management, I think we always learn things in these seminars or at least confirm what we already knew.
4. I sat in on a Webinar from Q'Straints about rear facing securement and a new system they call Quantum. Rear facing securement is not new Steve, Liz and I attended a training in Eugene back in 2010 and at that time Lane Transit had the first of this type of securement. It works on the assumption that most accidents in buses will be from the front and the riders would be thrown forward, if a mobility device is already secured against a padded back stop the energy from the impact would be absorbed. Today's version takes it a step forward and has arms that come down alongside the mobility device and squeeze inward to hold it in place. In most cases it would require no assistance from the driver and they could be secured in as little as 25 seconds. This was interesting and also very expensive.
5. Attended a Grant class with AI in Nov.
6. Canned Food drive is well underway. Delivery date for the Food Basket Program is Dec.9<sup>th</sup> so if you are interested in knowing how we did ask me at the Dec. Board meeting
7. Thanks everyone that organized the company holiday party. Because of scheduling conflicts I have not attended the last couple of parties but I am planning on taking part in this one.
8. We are Training drivers for the 2 new Para Transit positions that will be opening soon. As well as training new drivers for Fixed route.

## RIDE ASSIST

### October/November 2016 Report

Jennifer Geisler

- In October RideAssist had 812 rides for an average of 33.8 rides per day. There was a 16.7% increase in all RideAssist rides from October 2015. We provided 161 RideCare rides for October. For November, we have had 704 rides for RideAssist, 445 rides for ADA and 162 for RideCare and 97 escorts for these clients.
- Dial-A-Ride had 0 rides in the month of October and November.
- We have received eleven new ADA Paratransit application. Seven have used the service within their first month.
- The Paratransit drivers sold three orange ticket books and 18 green ticket books for a total of \$514 for October. For November, they have sold two orange books and 7 green books for a total of \$222. Our ADA clients like the convenience of buying tickets from our drivers.
- There were 133 veteran rides in October and 120 in November.
- There were 0 ride denials for ADA Paratransit.
- I attended the Senior & Disabled meeting on October 18<sup>th</sup>, the Risk Management training in Seaside on November 9<sup>th</sup> and the driver meeting held in Warrenton on November 16<sup>th</sup>.
- I led Paratransit driver meetings both on October 17<sup>th</sup> and November 21<sup>st</sup>.

#### **Paratransit Fares Collected for October 2016**

- Paratransit Fares (cash): \$841
- Tickets Collected: \$559
- Medicaid Collected: \$2839
- Ticket books sold: \$514

#### **Paratransit Fares Collected for November 2016 (as of 11/28/2016)**

- Paratransit Fares (cash): \$684
- Tickets collected: \$728
- Medicaid Collected: not yet billed
- Ticket books sold: \$222



Marketing and Outreach  
December 2016 Board Meeting Report  
Mary Parker

I have been continuing to work on outreach for the Lower Columbia Connector:

- An ad was placed in the Daily Astorian last month and another will be placed in December.
- An ad will be placed in the St. Helens paper in December
- Radio ads are scheduled in December for two local radio stations
- Radio ads are scheduled in December for radio stations in Longview and St. Helens

I have been working on production of public notifications and press releases for the Canned Food Drive, Holiday Closures and Rosa Parks Day.

I am working on the exterior design for the 2 new vans with Tim Gillespie.

I gave a Public Transportation and Mobility presentation to the Retired Teachers Association in November. It was so much fun!!! They were so thankful and had many questions. We are planning a “Ride the Bus to Lunch” trip in the near future.

I attended the Mobility Management and Travel Training Peer-to-Peer Group at Ride Connection in Portland. Very educational to hear the history of Ride Connection and how they have established their outreach plan and their community partners.

Thank you for another great year of your support in our efforts to constantly be improving the services we provide. Looking forward to greater things!

Wishing you all Happy Holidays!

Mobility Management  
December 2016 Board Meeting Report  
Shana Verley

**\*Training and Research**

The webinars I attended these months are the following:

How transit technology can solve 3 problems facing your rural transit agency, Providing Accessible Transportation Services and Partnerships with Faith-based & Community Organizations to Support Inclusive Coordinated Transportation & Mobility Management.

**\*Program Development**

The Veterans Enhanced Transportation Program is running wonderfully. We brought on a new volunteer driver so now we have 6 volunteer drivers and 32 veterans using the transportation.

**\*Outreach**

These months I have been travel training with a young man from Astoria High School who is very excited that he now can navigate our bus system and have more “freedom”. I attended a Mobility Management and Travel Training Peer-to-Peer group from the CTANW (Community Transportation Association of the Northwest) held at Ride Connection in Portland. I also gave a Travel Training presentation at the Bob Chisholm Center during the senior lunch, we had 18 participants. I attended the ISN (Integrated Services Network) Support Services Brokerage and Catholic Community Services Policy Oversight Council meeting which was an open discussion on the transportation needs for people with disabilities.

Information Technology Report  
December 2016 Board Meeting  
John Layton

It has been a slow month in IT this month. Of note for the month:

- The new computer company – mindSHIFT – started their process to take over the support of our IT work. I have been answering their questions and they sent two people down to take inventory of our system and add remote software to our computers and servers.
- RideCare's new computer is up and running.
- Jason's experiment with the new phone recording didn't go well. We will continue to find a way to record phone calls at RideCare
- We still need to purchase new computers for Scott, Shana and Shasia. We are waiting for the local tax funds to come in.

OCTOBER

- “Employee of the Quarter” for July–Aug–Sept 2016 goes to Debbie Bauer. Debbie has been with SETD since June 2003. She started as a summer driver and then in 2008 became a full-time fixed route driver. In May of last year Debbie took a position at the TC as a Customer Service Rep.
- The RideCare recruiting process resulted in the hiring of 3 new Customer Service Reps. Welcome Stephanie Rodriguez, Carolyn Goodrich and Kim Cooper. RideCare had 3 staff members unexpectedly leave the Team last month.
- A new position “Operational Lead” for RideCare was posted in-house. Congratulations to Donna Buganan who started as a CSR/Dispatcher in January of this year. The Operational Lead reports to the RC Manager and will actively support the operational goals, policies and procedures of the Medicaid brokerage. Provides general supervision to staff and assistance to the manager.
- October 13<sup>th</sup> met with Regence Rep Chet Weichman. Chet gave an update on our health insurance benefits and future costs for 2017. He doesn’t anticipate a higher than usual rate increase.
- October 14<sup>th</sup> met with Valic Rep Terry Helland. Terry set-up an appointment to visit at our next driver’s meeting in November. All employees will have a chance to meet with him if needed.
- October 20<sup>th</sup> met with SETD Board’s Subcommittee. The subcommittee discussed procedures for the upcoming Executive Director’s Evaluation. Subcommittee members are Chair Kathy Kleczek, Vice Chair Paul Lewicki and Secretary Treasurer Carol Gearin.
- October 25<sup>th</sup> attended an HR Webinar presented by Jaime Lizotte, HR Solutions Manager of ComplyRight on tax season deadlines and the latest government changes affecting mandatory forms.
- Submitted Federal and State Quarterly Payroll Reports.
- Other projects – Set-up mandatory substance abuse training for safety sensitive employees through Nation Rural Transit Assistance Program (RTAP); online SafePersonnel trainings.

## NOVEMBER

- November 8<sup>th</sup> attended the SETD Safety Committee meeting. We discussed applying for the 2017 SDIS Safety Grant to purchase adjustable lumbar seat cushions for all the buses. This is a much-needed item for all drivers. 182 Days Safe!
- November 9<sup>th</sup> attended a Risk Management training presented by SDAO/SDIS in Seaside. Very informative. The speakers stressed the importance of internal controls for handling employee complaints, misconduct, improving work performance and sexual harassment. Speakers also touched on the aging workforce, generation gaps and how to plan for employee retirement transitions.
- November 10<sup>th</sup> met with SETD Board's Subcommittee. Continued discussion on procedures for the Executive Director's Evaluation. Assisted committee with duties as per their request.
- November 16<sup>th</sup> at the SETD mandatory driver's meetings we had our employee's quarterly birthday celebration by having a chili dog day. The Aflac and Valic Reps gave presentations at both meetings and assisted employees with their needs for the new plan year.
- November 22<sup>nd</sup> via phone conference spoke with Clatsop County Commissioner Lianne Thompson. The Board's Subcommittee suggested I reach out to Lianne to gather information that could potentially assist with the development of a Policy and Procedures for the Executive Director's Evaluation. This was a great experience.
- Other projects – Started the 2017 renewal process for SETD's HRA and FSA employee benefit plans; completed the property and cyber insurance renewal for 2017 with Brown & Brown NW; Adopt-a-Family for Christmas in the works.

Ride Care Report  
December 2016 Board Meeting  
Jason Jones

- Ride Care has hired and trained three (3) new CSRs for our call Team. We are happy to welcome Stephanie, Carolyn and Kim and watch them grow in the coming months with knowledge of how to help NEMT members. We are excited that they are in place and ready for the challenges that are ahead.
- Donna accepted the added responsibilities of the Ride Care Operational Lead and has been training in her position now for roughly 3 weeks. Donna is a very capable individual who knows how to communicate and knows how to resolve common issues. She will be backing up the manager while he is on vacation in November.
- There was no CAP meeting this month.
- Ride Care has been scheduling on site reviews of our sub-contractors in the month of October and have 2 more scheduled in November.