



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

MEETING AGENDA

THURSDAY AUGUST 28, 2014

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 JULY 24, 2014 BOARD MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS
8. OLD BUSINESS
 - a. Donated Service- Helping Hands- Mary
 - b. Oregon Health Authority Intergovernmental Agreement - Jason
9. CORRESPONDENCE
10. NEW BUSINESS
 - a. Special Districts Association of Oregon Declaration of Trust- Lori
 - b. RideCare Advisory Committee By Laws- Commissioner Goforth
 - c. Public Participation Plan- Lis
 - d. Contracts and Signature Authority- Chair Kleczek
 - e. Distribution of Board Minutes- Commissioner Gearin
 - f. Executive Director Interview Process- Chair Kleczek
11. MANAGEMENT REPORTS
12. OTHER ITEMS

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Mary Parker at 503-861-5370.

SUNSET EMPIRE TRANSPORTATION DISTRICT

BOARD OF COMMISSIONERS
MEETING MINUTES
THURSDAY JULY 24, 2014

1. CALL TO ORDER- Chair Paul Lewicki called the meeting to order at 9:00 AM.

2. ROLL CALL:

Present: Chair Paul Lewicki, Commissioner Rae Goforth, Commissioner Carol Gearin, Commissioner Kevin Widener
Commissioner Kathy Kleczek and Commissioner Neal Smith attended via phone conference line
Commissioner Marcia Fenske, excused
Jeanyse Snow, Attorney/Legal Counsel for Sunset Empire Transportation District

Staff Present: Financial Officer Diane Moody, Executive Assistant Mary Parker, HR Officer Lori Karl, NWRC Manager
Jason Jones, IS John Layton, Operations Manager Scott Earls, Operations Assistant Tami Carlson,
Mobility Management Lis Pietila and NWRC Administration, Julia Takko

3. Changes to the Agenda- Chair Lewicki said Mary will discuss the Ifocus contract added to New Business under C.

4. At 9:02 AM. Chair Lewicki announced that the Board would go into Executive Session under ORS 192.660 2 (h) and 2 (b).

5. At 9:26 AM. Executive Session Closed.

6. At 9:30 AM, Chair Lewicki called the Board Meeting back into regular session.

Commissioner Kleczek moved that the Sunset Empire Transportation District accept the resignation of Executive
Director Bartolotta on the following terms:

- a. *Administrative leave from July 24th until August 7th the resignation being effective as of August 7th. Her salary and benefits will be payable in the normal course of her contract.*
- b. *A mutual release of all claims will be signed.*
- c. *Three months of severance pay including all benefits less all amounts required to be withheld and deducted payable on execution of the release documents which will be presented to the Board for approval at a later date.*
- d. *Issuance of the attached press release: Sunset Empire Transportation District announced today that Diana Bartolotta has officially resigned from her position as executive director to pursue other opportunities. Miss Bartolotta is grateful for the experience she gained at the district and hopes the district continues to evolve and grow. Sunset Empire Transportation District thanks Miss Bartolotta for her service and valuable contribution over the course of her employment including her work to expand transportation programs. Miss Bartolotta brought a new energy and vision to the district and the district wishes her success in her future endeavors.*

Commissioner Widener seconded the motion

Discussion- None

Motion passed by unanimous aye vote

Voting aye: Commissioner's Lewicki, Widener, Gearin, Kleczek, Goforth and Smith

Jeanyse asked that the Board direct Mary to release the press release. Commissioner Widener asked if we should wait until she officially agrees to it. Jeanyse said no it is a joint proposal and her attorney and I will work on it. Commissioner Kleczek asked if the Board would have a draft of the mutual claims before the press release went out. Jeanyse said no because the mutual release documents won't be prepared until her attorney comes back from vacation.

7. Public Comment- None

8. APPROVAL OF THE MINUTES FOR THE JUNE 26TH BOARD AND JULY 10TH SPECIAL BOARD MEETING-

Commissioner Kleczek moved to approve the minutes with minor typographical changes and updates

Commissioner Goforth seconded the motion

Discussion- Commissioner Gearin said Mary and I previously discussed and corrections have been made

Motion passed by unanimous aye vote

Voting aye: Commissioner's Lewicki, Widener, Gearin, Kleczek, Goforth and Smith

Carol commented that she liked the shortened version of minutes a few weeks ago but she felt they were washed. She would like to see the minutes be more verbatim and wanted to know what the rest of the Board felt. Paul commented that he did not think verbatim minutes were necessary since a recording is available, however any matters for the record should be spelled out and other than that we need our actions, motions, votes, outcomes and those discussions that are landmarks in our going forward. Carol said she thought the Attorney General Manual says that discussion between the Board should be in the minutes but not the entire discussion. Carol said she sympathized with Mary as it is difficult to hear who is speaking on the recording. Paul said that Mary is purchasing a new recording device, but I still would rather see the minutes washed. Kathy agreed with Paul and appreciated shorter minutes and suggested that we can fine tune them to point out what the points in discussions are and include time reference to the recording. Rae agreed and suggested looking into purchasing a better system with microphones. Paul requested the staff do research on solutions and bring to the next Board meeting.

9. **Commissioner Goforth**- Reported attending the July Ridecare Advisory Committee Meeting and working on the Ridecare By-Laws which will be presented at the August Board of Commissioners meeting.

Commissioner Smith- Reported seeing a bus system in Ohio that operates 9-10 months a year and is made up of all trolley busses running every 20 minutes. He also talked to a Dial a Ride driver who said how busy they are and they actually operate 50 busses every Sunday.

Commissioner Kleczek- Thanked Mary for going to South County and delivering schedules and flyers. Kathy said she taped up the new bus schedule across the street which is utilized daily by 20 or 30 people and there are a lot of people interested in riding the bus down there and as long as we keep bringing them schedules I think we will be able to increase our ridership. Kathy received many thank you's for having bus service on the Fourth of July and is interested to hear what the numbers were and everyone is very excited that Labor Day is also on the table since it is the tourist season and very busy. Kathy missed the ACT meeting due to the Special Board meeting. There are several transportation issues from the Federal level down being discussed so the next meeting should be really interesting.

Commissioner Gearin- Reported that she would also like to hear what the numbers were for the Fourth of July and was also interested in what was happening with the Federal cuts to transportation dollars and if it will affect us. Kathy responded saying it really will affect anything ODOT does.

Commissioner Widener- Reported he had received a very nice letter from County Manager, Scott Summer's apologizing for the Precinct 38 voting problems. Kevin said there was a census redistricting but GIS and the County Clerk's office did not receive the message so ballots were sent to the wrong place.

10. Old Business- None

11. Election of Board Officers for 2014-2015

Chair Lewicki opened the election of officers

Rae nominated Paul to retain his position as Chairman of the Board. Rae also said she really appreciated what Paul had gone through this last period and he patience you have shown, your professionalism not only with Special Districts but with Jeanyse and I respect you for it and nominate you to continue on as Board Chair.

Kevin nominated Marsha as Board Chair

Carol seconded Rae's nomination of Paul

Paul responded that he appreciated Rae's comments but said he is disinclined to accept the nomination. He said it has been a difficult period of time. I did not feel at all times that the Board had my back and that made it doubly difficult. So I would have to respectfully decline the nomination. I know we are in a time of transition and I would certainly pledge my support and assistance to help the new officers.

Rae thanked Paul and nominated Kathy as Board Chair

Paul seconded the nomination.

Kevin withdrew his nomination of Marsha

Kathy said she thought with some assistance and backup she could accept the nomination. She also said that she would be willing to resign from some of the other obligations she has taken on if necessary.

Kevin moved to close nominations.

Carol seconded the motion.

Kathy Kleczek was elected Board Chair by unanimous aye vote

Voting aye: Commissioners, Lewicki, Widener, Gearin, Kleczek, Goforth and Smith

Kathy nominated Paul as Vice Chair

Kevin seconded the nomination

Paul accepted the nomination

Paul moved to close nominations

Paul Lewicki was elected Board Vice Chair by unanimous aye vote

Voting aye: Commissioners, Lewicki, Widener, Gearin, Kleczek, Goforth and Smith

Kevin nominated Carol for Board Secretary-Treasurer

Kathy seconded the nomination

Kevin moved to close nominations

Carol accepted the nomination

Carol Gearin was elected Secretary-Treasurer by unanimous aye vote

Voting aye: Commissioners, Lewicki, Widener, Gearin, Kleczek, Goforth and Smith

Carol said she wanted bring something up for the Board to consider, but does not need to vote on now: to give the Board Chair authority to immediately be able to put someone out on paid administrative leave pending the decision of the Board. I know we have Board Policies that cover emergencies but I really think the Board Chair needs the Board behind them to do a reasonable and necessary action at that time. Kathy said is that not HR?

Paul said that we have to rely on the HR department for HR activities and we should give that respect to that position, and owe it to the District not to take those risks upon ourselves, however we have got to remember that this Board is the ultimate authority for the District. There are ORS's and Special Districts but when it comes down to a decision, what we decide for this organization is the way that it is and like it or not the chair has an additional responsibility and with that needs to come some additional authority. Paul said I have been openly criticized for assuming some authority which perhaps technically I didn't have, however he said in some of the things that have happened recently I tell you it would have been immoral for me not to have taken some certain actions and allow certain situations to continue just because we had to do a doodle poll to see when quorum was available. That is not an effective way to govern. There are things that have to be dealt with and you can't call everyone together every time something happens. I think what Carol said is the beginning of an understanding that has to be developed here. The chair person is the leader of this body and in order for a leader to be effective a leader has to have followers, so there has to be an agreement that once we set up officers the chair is the leader and may have to take some action in the interest of the Board, any action taken can be ratified or disapproved after the fact but if we have to get a meeting together every time certain decisions have to be made to technically be compliant, we are not going to get anything done. Paul encouraged the Board to sooner rather than later come up with a policy that as clearly and as liberally as possible recognizes and tries to find that role as a Board Chair. Carol said that was what she was trying to say, that we give the Board Chair some authority and she agreed with Paul on the moral statement and if an urgent situation occurs that needs immediate action that the Board Chair has authority which would be pending final Board action so by the time a quorum is together the problem has cooled down. Kathy said that this discussion merits further looking into and a policy developed carefully around it. Paul said that there is one other factor that needs to be discussed and clarified concerning email communication restrictions between Board members, so perhaps the new chair can put that on a future agenda.

12. Financial Reports- Diane asked if there were any questions on the financial reports or graph. She noted that she had added the year-end total for the rental income and for this month it was all just rental income. Carol noted a mistake in the header and Kathy asked about the power bill adjustment. Diane said it was a refund for overbilling us. Carol asked about the \$90,000 to DHS. Diane said that was the first payment for the 2011 DHS reconciliation of \$181,000 where we negotiated to pay half now and then make quarterly payments.

Kathy moved to accept the financials as presented

Carol seconded the motion

Motion passed by unanimous aye vote

Voting aye: Commissioners, Lewicki, Widener, Gearin, Kleczek, Goforth and Smith

Diane said she also had two other items.

Diane said the first item required her to state for the record that the totals had been reversed or transposed for the Unappropriated Ending Balance and the total Debt Service on Resolution 2014-03 approving the 2014-2015 Budget. Diane

said the Budget reviewed by the Board was correct. The Unappropriated Ending balance is \$419,413 and the Debt Service is \$197,140. Mary asked if a corrected resolution needed to be made. Diane said stating it for the record was all that was needed.

The second item Diane discussed was the quote and contract given to the Board from Boldt Carlisle and Smith to provide FY 2013 audit services. Diane recommended using Boldt, Carlisle and Smith for the audit. Rae asked if there was anything we cannot comply with? Diane said we are in good order. Kathy said she really liked the paragraph in the agreement about their fees for the service and the “do not exceed” quantity that she feels should also be included in all of our contracts no matter how big or small so there is always discussion before more expenses incur.

13. New Business

- a. New Bus Wrap Designs – Carol asked if the signage would say Sunset Transportation Services or Sunset Empire Transportation Services. Mary clarified the buses say Sunset Empire Transportation Services. Rae asked about signage for the Dial A Ride bus? Tami said new Mary has arranged for new RideAssist signs to be made for the front of the buses. Kathy said the new bus wraps are beautiful but said it is not clear whose bus is it and who to contact and where are we working in the signage without destroying the images? Mary said signage has been discussed since the beginning and traditionally signage is put above the windows on the sides and on the overhead on front. Scott also said all three will have digital signage on front and sides as well. Paul requested that a mock up of the signage be sent to the Board.
- b. Labor Day Bus Operations- John reported that there were 475 riders and average weekday ridership in July is 650 which means that ridership was at 73%. Scott reported feedback from the drivers was that most of the riders were going to work and there were also Paratransit services for those going to dialysis and other needs. Kathy said that most of the feedback she received was from thankful employers. Paul asked if we would expect the same philosophy in looking at Labor Day. Scott said the cost was substantial as there was overtime on that day. Paul said we were aware of that but the question is, we carried over 500 people that day, was it a good deal for the District and the County. Carol asked is this going to create any financial difficulty. Kathy said that we had budgeted for this service. Kathy moved that we support operations in implementing Labor Day Services for our buses.
Kevin seconded the motion
Motion passed by unanimous aye vote.
Voting aye: Commissioners, Lewicki, Widener, Gearin, Kleczek, Goforth and Smith
- c. Ifocus Contract-Mary reported finding the Ifocus contract that was given to the Board today. Mary explained the contract included the initial estimate for web design and setting up the ipads and edocs. Mary included an email sent to John from Ifocus clarifying that no extra charges beyond the agreed services had been made.

14. Management Reports- Paul thanked Mary for including the Management Reports in the Board Packs. Rae commented that she likes having the reports as they were written. Carol said she had a concern about Mobility Management removing the brochure rack and putting in a changing station in the lobby. Lis explained the changing station was going to be located in the bathroom. Kathy said she could see the procedure for fire alarm test mode and elevator test mode but did not see anything listed for earthquake or other disaster training. Lis said that district has an Emergency Preparedness plan in place. Rae asked why we have not gotten the generator that we had approved about 2 and half years ago for the Transit Center. Scott said that the generator we discussed was for Warrenton. Rae said we she remembered discussing one for here and for Warrenton. Paul a UPS system might be more appropriate for the Transit Center. Neal said that Transit Center has battery operated emergency lights in the ceiling which are sufficient to get people out of the building.

15. Other Items-

- a. Carol commented that she was sure the papers hanging on the conference room walls were useful for staff but asked if they could be moved to another wall where staff could also have use of it. Rae asked what the purpose is. Scott said it was Diana’s project. Paul noted that this is a public meeting room, the Boards meeting room and the Districts meeting room and Rae has taken the time and trouble to come up with photos and art for the room. Just as a matter of courtesy it would be nice if there was some mention when things like this were going to be changed. Kathy said she could see the other side of the coin. We use this room one day of the month and it is used as a public meeting room but it is also a good space for staff to interact. We want to make sure that it is functional and usable for all of the people that are potentially using it. Paul summarized that since this room is used by multiple people a little communication between modifications might be a good idea.

- b. Paul said one of the matters that he thought was settled was unsettled recently concerning the use of name Sunset Transportation Services. Paul said the Board had voted to go with that name. Then it was represented to the Board that we weren't going about it right and that we may have done something that wasn't legal. Paul clarified that the Board voted to be Sunset Transportation Services and just because somebody says I don't think you guys did this right, it does not negate your vote. Paul suggested that in the near future we need to decide which way to go and take an official action so we are not in limbo. Paul noted as the governing body, if we say we are Sunset Transportation Services we should expect staff or counsel or whoever to present to us the ways we can become that and not just abandon our action because somebody says you didn't do this right.

- c. Paul reported that the Board did not have to start the hiring process over again but could and that SDAO said that the Board could go back to the candidates on the previous list. Paul stressed the importance of the HR department being directly involved this and the commitment to use the Districts application form. Paul asked if the Board wanted to consider getting an interim director and suggested Bill Anderson from SDAO. Carol agreed with bringing Bill in as interim director and said that staff is doing a wonderful job. Carol said she thought it would be a good idea if SDAO still has the applications from last time to take another look at them. Paul asked about looking at the short list from SDAO and Carol said she did not have a problem with the short list. Rae said she agreed with getting Bill Anderson. He is a very gracious human being and agreed with using the short list to use our HR this time. Kathy said she agreed that an interim director would be a good idea but she has serious concerns about going back to all candidates since the Board had already eliminated some of them. Kathy suggested having our HR department contact those on the short list and have them come in and fill out an application. Kevin said he would like to go a little beyond the final candidates because the Board had interviewed them and went with somebody else and there were a couple of candidates that were eliminated that he would have liked to talk to but they were eliminated by the recommendation committee not by the Board. Neal said that he had thought about this a lot and looking back his first question was; were the two people that we interviewed any more qualified than Diana was. Neal suggested that we look at all the candidates again and this time have a list of qualifications that we use so applicants get screened yes or no. Neal also said he thought the first process was more emotional than analytical and would like to look at all the candidates again and start from there.
 Paul said we haven't decided if we want to do this ourselves or if we want to rely on SDAO's help again. He recommended that if SDAO is asked to help that they should be informed on how we feel about going back and have them make a recommendation that they can support us. Paul would like to ask Lori what she would recommend from an HR perspective. Paul will contact Special Districts and see if Bill is available. Paul said he appreciated everyone's dedication patience commitment and investment of their heart and soul and told the staff that they are doing a great job.

Meeting was adjourned at 11:50 am

Mary Parker, Recording Secretary

 Commissioner Carol Gearin, Secretary/Treasurer

Date _____

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
Profit & Loss Budget Performance
July 2014**

YTD Actual to Budget Target: 8.3%

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to Annual Budget</u>	
					\$ (Under)	
					\$ Over	%
Ordinary Income/Expense						
Income						
4000 · FARES	26,712.73	18,749.00	26,712.73	225,000.00	(198,287.27)	11.9%
4100 · CONTRACTED SERVICES - IGA	7,575.21	4,583.37	7,575.21	55,000.00	(47,424.79)	13.8%
4200 · TAXES	2,404.09	10,000.00	2,404.09	850,000.00	(847,595.91)	0.3%
4250 · TIMBER REVENUES	0.00	0.00	0.00	160,000.00	(160,000.00)	0.0%
4300 · MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	55,000.00	(55,000.00)	0.0%
4305 · INTEREST	14.38	250.00	14.38	3,000.00	(2,985.62)	0.5%
4310 · MISC INCOME	14.00	0.00	14.00	0.00	14.00	
4450 · RENTAL INCOME	712.50	1,000.00	712.50	12,000.00	(11,287.50)	5.9%
5001 · GRANTS	64,490.00	64,490.00	64,490.00	1,054,454.00	(989,964.00)	6.1%
Total Income	<u>101,922.91</u>	<u>99,072.37</u>	<u>101,922.91</u>	<u>2,414,454.00</u>	<u>(2,312,531.09)</u>	<u>4.2%</u>
Gross Profit	101,922.91	99,072.37	101,922.91	2,414,454.00	(2,312,531.09)	4.2%
Expense						
6000 · PAYROLL WAGES	75,222.90	80,776.00	75,222.90	969,314.00	(894,091.10)	7.8%
6200 · PAYROLL TAXES & W/C - EMPLOYER	13,650.85	14,918.00	13,650.85	179,016.00	(165,365.15)	7.6%
6300 · BENEFITS	18,019.85	22,666.00	18,019.85	271,992.00	(253,972.15)	6.6%
6560 · PAYROLL EXP (OUTSOURCED FEES)	88.80	0.00	88.80	0.00	88.80	
6605 · REIMBURSED EXPENSES - p/r acct	95.00	0.00	95.00	0.00	95.00	
8010 · BANK CHGS/FEES	422.68	500.00	422.68	3,076.00	(2,653.32)	13.7% *
8055 · AUDIT	0.00	1,520.00	0.00	18,240.00	(18,240.00)	0.0%
8155 · LEGAL ADS	-262.68	126.00	-262.68	1,520.00	(1,782.68)	-17.3% *
8160 · PROFESSIONAL SERVICES	0.00	1,900.00	0.00	22,800.00	(22,800.00)	0.0%
8167 · LEGAL COUNSEL	0.00	633.00	0.00	7,600.00	(7,600.00)	0.0%

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
Profit & Loss Budget Performance
July 2014**

	Month Actual	Month Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
8170 · EDUCATION/OUTREACH	0.00	2,277.00	0.00	27,330.00	(27,330.00)	0.0%
8175 · NEWSPAPER ADS	-72.36	0.00	-72.36	912.00	(984.36)	-7.9% *
8180 · OFFICE SUPPLIES	1,035.94	1,133.00	1,035.94	13,600.00	(12,564.06)	7.6%
8182 · OFFICE FURNITURE/EQUIPMENT	0.00	375.00	0.00	4,500.00	(4,500.00)	0.0%
8185 · POSTAGE-SHIPPING	297.74	76.00	297.74	910.00	(612.26)	32.7% *
8190 · PRINTING	0.00	833.00	0.00	10,000.00	(10,000.00)	0.0%
8195 · SUBGRANT PASS-THROUGH	0.00	183.00	0.00	2,200.00	(2,200.00)	0.0%
8205 · TAXES/LICENSE	0.00	50.00	0.00	600.00	(600.00)	0.0%
8250 · TELECOMMUNICATIONS	629.67	833.00	629.67	10,000.00	(9,370.33)	6.3%
8260 · RADIO SYSTEM-BUSES	0.00	0.00	0.00	5,000.00	(5,000.00)	0.0%
8300 · BLDG GROUNDS & MAINT	1,538.79	2,727.00	1,538.79	32,727.00	(31,188.21)	4.7%
8350 · INSURANCE	0.00	4,288.00	0.00	51,456.00	(51,456.00)	0.0%
8360 · FUEL	0.00	21,846.00	0.00	262,160.00	(262,160.00)	0.0%
8460 · UTILITIES	830.93	1,583.00	830.93	19,000.00	(18,169.07)	4.4%
8465 · JANITORIAL SERV & SUPPLIES	159.62	633.00	159.62	7,600.00	(7,440.38)	2.1%
8480 · UNIFORMS	58.08	633.00	58.08	7,600.00	(7,541.92)	0.8%
8500 · DONATIONS/GIFTS/CONTRIB	45.00	0.00	45.00	0.00	45.00	
8501 · DONATIONS CLEARING	-45.00	0.00	-45.00	0.00	(45.00)	
8550 · D/A SCREENING & BACKGROUND CKS	44.50	208.00	44.50	2,500.00	(2,455.50)	1.8%
8560 · DUES/SUBSCRIPTIONS/FEES	2,500.00	2,500.00	2,500.00	13,720.00	(11,220.00)	18.2%
8570 · ELECTION FEES	0.00	0.00	0.00	4,940.00	(4,940.00)	0.0%
8575 · EMPLOYEE RECOGNITION	0.00	203.00	0.00	3,230.00	(3,230.00)	0.0%
8605 · VEHICLE MAINT & REPAIR	3,655.91	11,173.00	3,655.91	134,080.00	(130,424.09)	2.7%
8650 · COMPUTER INFO TECH SERVICES	538.21	4,160.00	538.21	49,913.00	(49,374.79)	1.1%
8660 · SHELTER CLEANING/REPAIR	0.00	250.00	0.00	3,000.00	(3,000.00)	0.0%
8705 · SMALL TOOLS/MINOR EQUIPMENT	0.00	183.00	0.00	2,200.00	(2,200.00)	0.0%
8750 · CONFERENCES/TRAINING/TRAVEL	77.20	2,084.00	77.20	25,000.00	(24,922.80)	0.3%
8780 · MEETING EXPENSE	89.94	114.00	89.94	1,376.00	(1,286.06)	6.5%

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
Profit & Loss Budget Performance
July 2014**

	<u>Month</u> <u>Actual</u>	<u>Month</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to</u> <u>Annual Budget</u>	
Total Expense	118,621.57	181,384.00	118,621.57	2,169,112.00	(2,050,490.43)	5.5%
Net Ordinary Income	-16,698.66	-82,311.63	-16,698.66	245,342.00	(262,040.66)	-6.8% *
Other Income/Expense						
Other Income						
9150 · TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	
Total Other Income	0.00	0.00	0.00	0.00	0.00	
Other Expense						
9600 · DEBT SERVICE & INTEREST-FEES	6,573.50	6,600.00	6,573.50	197,140.00	(190,566.50)	3.3%
9700 · CAPITAL EXPENSE	0.00	0.00	0.00	216,880.00	(216,880.00)	0.0%
9800 · CONTINGENCY	0.00	0.00	0.00	216,456.00	(216,456.00)	0.0%
9850 · TRANSFERS OUT	0.00	0.00	0.00	50,000.00	(50,000.00)	0.0%
Total Other Expense	6,573.50	6,600.00	6,573.50	680,476.00	(673,902.50)	1.0%
Net Other Income	-6,573.50	-6,600.00	-6,573.50	-680,476.00	(673,902.50)	1.0%
Net Income	<u>-23,272.16</u>	<u>-88,911.63</u>	<u>-23,272.16</u>	<u>-435,134.00</u>	<u>(411,861.84)</u>	<u>5.3%</u>

**SUNSET EMPIRE TRANSPORTATION
RIDE CARE
Profit & Loss Budget Performance
July 2014**

YTD Actual to Budget Target: 8.3%

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to Annual Budget</u>	
					\$ (Under)	
					\$ Over	%
Ordinary Income/Expense						
Income						
4305 · INTEREST	0.00	0.00	0.00	0.00		
4400 · PROVIDER SERV REIMBURSEMENTS	158,496.00	166,666.00	158,496.00	2,000,000.00	(1,841,504.00)	7.9%
Total Income	<u>158,496.00</u>	<u>166,666.00</u>	<u>158,496.00</u>	<u>2,000,000.00</u>	<u>(1,841,504.00)</u>	<u>7.9%</u>
Gross Profit	158,496.00	166,666.00	158,496.00	2,000,000.00	(1,841,504.00)	7.9%
Expense						
6000 · PAYROLL WAGES	18,657.13	24,168.00	18,657.13	290,026.00	(271,368.87)	6.4%
6200 · PAYROLL TAXES & W/C - EMPLOYER	3,742.90	3,426.00	3,742.90	51,117.00	(47,374.10)	7.3%
6300 · BENEFITS	6,106.46	8,994.00	6,106.46	97,926.00	(91,819.54)	6.2%
6560 · PAYROLL EXP (OUTSOURCED FEES)	16.20	0.00	16.20	0.00	16.20	
7750 · RC PROVIDER SERVICES	134,179.99	115,937.00	134,179.99	1,391,250.00	(1,257,070.01)	9.6% *
7760 · DMAP ANNUAL ADJUSTMENT PAYMENTS	0.00	0.00	0.00	160,000.00	(160,000.00)	0.0%
8010 · BANK CHGS/FEES	0.00	18.00	0.00	224.00	(224.00)	0.0%
8055 · AUDIT	0.00	480.00	0.00	5,760.00	(5,760.00)	0.0%
8155 · LEGAL ADS	0.00	40.00	0.00	480.00	(480.00)	0.0%
8160 · PROFESSIONAL SERVICES	80.00	416.00	80.00	5,000.00	(4,920.00)	1.6%
8167 · LEGAL COUNSEL	0.00	200.00	0.00	2,400.00	(2,400.00)	0.0%
8175 · NEWSPAPER ADS	0.00	250.00	0.00	400.00	(400.00)	0.0%
8180 · OFFICE SUPPLIES	55.49	533.00	55.49	6,400.00	(6,344.51)	0.9%
8182 · OFFICE FURNITURE/EQUIPMENT	0.00	216.00	0.00	2,592.00	(2,592.00)	0.0%
8185 · POSTAGE-SHIPING	0.00	41.00	0.00	500.00	(500.00)	0.0%
8190 · PRINTING	0.00	163.00	0.00	1,960.00	(1,960.00)	0.0%
8205 · TAXES/LICENSE	0.00	0.00	0.00	100.00	(100.00)	0.0%
8250 · TELECOMMUNICATIONS	770.16	860.00	770.16	10,325.00	(9,554.84)	7.5%
8300 · BLDG GROUNDS & MAINT	426.30	1,215.00	426.30	14,585.00	(14,158.70)	2.9%

* Refer to Financial Exceptions Information Report

**SUNSET EMPIRE TRANSPORTATION
RIDECARE
Profit & Loss Budget Performance
July 2014**

	Month Actual	Month Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
8350 · INSURANCE	0.00	446.00	0.00	5,354.00	(5,354.00)	0.0%
8400 · BUS PASSES	1,000.00	500.00	1,000.00	6,000.00	(5,000.00)	16.7% *
8460 · UTILITIES	227.18	500.00	227.18	6,000.00	(5,772.82)	3.8%
8465 · JANITORIAL SERV & SUPPLIES	30.24	200.00	30.24	2,400.00	(2,369.76)	1.3%
8480 · UNIFORMS	0.00	216.00	0.00	2,600.00	(2,600.00)	0.0%
8550 · D/A SCREENING & BACKGROUND CKS	28.00	125.00	28.00	1,500.00	(1,472.00)	1.9%
8560 · DUES/SUBSCRIPTIONS/FEES	0.00	110.00	0.00	1,330.00	(1,330.00)	0.0%
8570 · ELECTION FEES	0.00	130.00	0.00	1,560.00	(1,560.00)	0.0%
8575 · EMPLOYEE RECOGNITION	0.00	85.00	0.00	1,020.00	(1,020.00)	0.0%
8650 · COMPUTER INFO TECH SERVICES	208.71	1,569.00	208.71	18,834.00	(18,625.29)	1.1%
8725 · MISCELLANEOUS	0.00	0.00	0.00	298.00	(298.00)	0.0%
8750 · CONFERENCES/TRAINING/TRAVEL	81.08	541.00	81.08	6,500.00	(6,418.92)	1.2%
8780 · MEETING EXPENSE	57.66	65.00	57.66	785.00	(727.34)	7.3%
Total Expense	165,667.50	161,444.00	165,667.50	2,095,226.00	(1,929,558.50)	7.9%
Net Ordinary Income	-7,171.50	5,222.00	-7,171.50	-95,226.00	88,054.50	7.5%
Other Income/Expense						
Other Expense						
9600 · DEBT SERVICE & INTEREST-FEES	36,343.25	36,343.25	36,343.25	295,207.00	(258,863.75)	12.3% *
9700 · CAPITAL EXPENSE	5,533.00	5,643.00	5,533.00	5,643.00	(110.00)	98.1% *
9800 · CONTINGENCY	0.00	0.00	0.00	180,589.00	(180,589.00)	0.0%
Total Other Expense	41,876.25	41,986.25	41,876.25	481,439.00	(439,562.75)	8.7%
Net Other Income	-41,876.25	-41,986.25	-41,876.25	-481,439.00	(439,562.75)	8.7%
Net Income	-49,047.75	-36,764.25	-49,047.75	-576,665.00	(527,617.25)	8.5%

SUNSET EMPIRE TRANSPORTATION
Balance Sheet
As of July 31, 2014

	<u>Jul 31, 14</u>		<u>Jul 31, 14</u>
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings		Current Liabilities	
1000 - SETD		Accounts Payable	
1005 - BUS FUND - CCB 02240	47,198.41	2010 - Accounts Payable	
1010 - ON-LINE PURCHASE CCB (7498)	1,780.54	2010A - SETD - A/P	391,370.53
1020 - CASH - FISCAL AGENT (HRA)- SETD	1,520.08	2010B - NWRC - A/P	72,977.47
1025 - LGIP 4992 (Operations)	770,873.90	Total 2010 - Accounts Payable	<u>464,348.00</u>
1030 - PAYROLL - CCB (3950)	2,638.20	Total Accounts Payable	464,348.00
1035 - CCB LOAN RES ACCT-CCB (2455)	75,160.33	Other Current Liabilities	
1040 - GENERAL FUND - CCB (3943)	360,741.09	2100 - PAYROLL LIABILITIES	678.38
1045 - EMPLOYEES FUND - CCB (3935)	1,722.34	2260 - DEFERRED REVENUE	69,489.55
Total 1000 - SETD	<u>1,261,634.89</u>	Total Other Current Liabilities	<u>70,167.93</u>
1050 - NORTHWEST RIDE CENTER		Total Current Liabilities	534,515.93
1065 - CASH - FISCAL AGENT(HRA) - NWRC	579.92	Long Term Liabilities	
1080 - NWRC Reimb - CCB (3976)	277,185.19	2800 - INTERCOMPANY TRANSACTION	0.00
Total 1050 - NORTHWEST RIDE CENTER	<u>277,765.11</u>	Total Long Term Liabilities	<u>0.00</u>
Total Checking/Savings	1,539,400.00	Total Liabilities	534,515.93
Accounts Receivable		Equity	
1200 - ACCOUNTS RECEIVABLE		3800 - FUND BALANCE SETD	199,216.55
1200A - SETD - A/R		3850 - FUND BALANCE NWRC	1,025,543.32
1200A-1 - SETD Grants AR	286,096.00	3900 - RETAINED EARNINGS	227,496.19
1200A - SETD - A/R - Other	20,120.48	Net Income	<u>-72,319.91</u>
Total 1200A - SETD - A/R	<u>306,216.48</u>	Total Equity	<u>1,379,936.15</u>
Total 1200 - ACCOUNTS RECEIVABLE	<u>306,216.48</u>	TOTAL LIABILITIES & EQUITY	<u><u>1,914,452.08</u></u>
Total Accounts Receivable	306,216.48		
Other Current Assets			
1205 - PROPERTY TAX RECEIVABLE	57,730.75		
1499 - UNDEPOSITED FUNDS	11,104.85		
Total Other Current Assets	<u>68,835.60</u>		
Total Current Assets	<u>1,914,452.08</u>		
TOTAL ASSETS	<u><u>1,914,452.08</u></u>		

SUNSET EMPIRE TRANSPORTATION
General Fund
A/R Aging Summary
As of July 31, 2014

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
BARTON, ERIC/AR	36.00	0.00	0.00	0.00	0.00	36.00
CC PAROL-PROBATION	375.00	0.00	0.00	0.00	0.00	375.00
CITY OF CANNON BEACH - A/R	7,575.21	0.00	0.00	0.00	0.00	7,575.21
CLATSOP BEHAVIORAL HEALTHCARE	945.00	0.00	0.00	0.00	0.00	945.00
CLATSOP COUNTY CIRCUIT COURT	0.00	0.00	0.00	0.00	-340.00	-340.00
COLUMBIA MEMORIAL	300.00	0.00	0.00	0.00	0.00	300.00
DHS-VOCATIONAL REHAB SERVICES	450.00	0.00	0.00	0.00	0.00	450.00
DHS - ASTORIA - SSP/0401	225.00	0.00	45.00	0.00	0.00	270.00
DHS/BEAVERTON	0.00	0.00	0.00	0.00	-9.00	-9.00
NW REGIONAL EDUCATION SERVICE DISTRICT	0.00	0.00	0.00	0.00	-3,170.00	-3,170.00
NWRC-PASSES	870.00	921.00	0.00	0.00	0.00	1,791.00
NWRC.	6,236.00	0.00	0.00	0.00	1,343.77	7,579.77
ODOT	0.00	64,490.00	221,606.00	0.00	0.00	286,096.00
P-ALLSTATE INSURANCE AGENCY	142.50	142.50	0.00	0.00	0.00	285.00
P-ANDI WARREN INSURANCE AGENCY	47.50	0.00	0.00	0.00	0.00	47.50
P-BRACHMANN, CAROL	47.50	0.00	0.00	0.00	0.00	47.50
P-CELLAR ON 10TH, THE	95.00	0.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	95.00	95.00	0.00	0.00	0.00	190.00
P-H&R Block	95.00	0.00	0.00	0.00	0.00	95.00
P-HIPFISH-PARKING	47.50	0.00	47.50	95.00	0.00	190.00
P-HOMESPUN QUILTS	95.00	0.00	0.00	0.00	0.00	95.00
P-SOMETHING BEAUTIFUL	47.50	0.00	0.00	0.00	0.00	47.50
PACIFIC NW WORKS	225.00	0.00	0.00	0.00	0.00	225.00
SDAO-GRANT	0.00	0.00	3,000.00	0.00	0.00	3,000.00
TOTAL	<u>17,949.71</u>	<u>65,648.50</u>	<u>224,698.50</u>	<u>95.00</u>	<u>-2,175.23</u>	<u>306,216.48</u>

**SUNSET EMPIRE TRANSPORTATION
RIDE CARE
A/P Aging Summary
As of July 31, 2014**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
DEPT OF HUMAN SERVICES	0.00	36,343.25	0.00	0.00	0.00	36,343.25
EFFICIENT COMMUNICATION SOLUTIONS, INC	0.00	50.26	0.00	0.00	0.00	50.26
EO MEDIA GROUP	0.00	293.51	0.00	0.00	0.00	293.51
INTEGRA TELECOM	0.00	76.84	0.00	0.00	0.00	76.84
NWRC-COLUMBIA COUNTY RIDER	0.00	130.00	0.00	0.00	0.00	130.00
NWRC-ELLIOTT'S TRANSPORT	4,834.75	0.00	0.00	0.00	0.00	4,834.75
NWRC-MEDIX AMBULANCE	5,096.25	0.00	0.00	0.00	0.00	5,096.25
NWRC-MEDIX ANSWERING SERVICE, INC/2	0.00	80.00	0.00	0.00	0.00	80.00
NWRC-MTN RETREAT SECURE TRANSPORT	858.00	0.00	0.00	0.00	0.00	858.00
NWRC-SETD-PARA	6,236.00	0.00	0.00	0.00	0.00	6,236.00
NWRC-SETD-PASSES	870.00	921.00	0.00	0.00	0.00	1,791.00
NWRC-TILLAMOOK COUNTY TRANSPORTATION	6,071.75	0.00	0.00	0.00	0.00	6,071.75
NWRC-WAPATO SHORES, INC	11,115.86	0.00	0.00	0.00	0.00	11,115.86
TOTAL	<u>35,082.61</u>	<u>37,894.86</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>72,977.47</u>

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
A/P Aging Summary
As of July 31, 2014**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CENTRIC ELEVATOR CORP.	0.00	217.82	0.00	0.00	0.00	217.82
CHARTER COMMUNICATIONS	232.16	0.00	0.00	0.00	0.00	232.16
COASTAL ENTERPRISES, LLC	0.00	105.75	0.00	0.00	0.00	105.75
COLPAC	0.00	0.00	972.87	0.00	0.00	972.87
COLUMBIA HOUSEWARMERS	0.00	550.00	0.00	0.00	0.00	550.00
EO MEDIA GROUP	0.00	-262.68	0.00	0.00	0.00	-262.68
GILLESPIE GRAPHICS	0.00	0.00	2,860.20	0.00	0.00	2,860.20
GREYHOUND	0.00	140.00	0.00	0.00	0.00	140.00
KARL, LORI	20.00	0.00	0.00	0.00	0.00	20.00
LAZERQUICK	0.00	0.00	0.00	0.00	-40.00	-40.00
McDONALD, LAWRENCE	0.00	95.00	0.00	0.00	0.00	95.00
MOODY, DIANE	20.00	0.00	0.00	0.00	0.00	20.00
MTR WESTERN BUS	1,433.00	1,653.00	0.00	0.00	0.00	3,086.00
NW NATURAL	0.00	22.05	0.00	0.00	0.00	22.05
OFFICE MAX / BOISE CO.	0.00	777.77	0.00	0.00	0.00	777.77
PARKER, MARY	20.00	0.00	0.00	0.00	0.00	20.00
PIETILA, ELISABETH - A/P	40.00	0.00	0.00	0.00	0.00	40.00
ROD'S AUTO & MARINE ELECTRIC	0.00	1,564.99	0.00	0.00	0.00	1,564.99
SAFEKEEPING STORAGE CENTERS	274.00	0.00	0.00	0.00	0.00	274.00
SDIS	0.00	7,343.74	0.00	0.00	0.00	7,343.74
TILLAMOOK COUNTY DISTRICT	0.00	2,500.00	0.00	0.00	0.00	2,500.00
VERIZON WIRELESS	0.00	530.13	0.00	0.00	0.00	530.13
WARRENTON AUTO PARTS	0.00	55.73	0.00	0.00	0.00	55.73
WESTERN BUS SALES, INC.	0.00	0.00	370,245.00	0.00	0.00	370,245.00
TOTAL	<u>2,039.16</u>	<u>15,293.30</u>	<u>374,078.07</u>	<u>0.00</u>	<u>-40.00</u>	<u>391,370.53</u>

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND AND RIDE CARE FUND
CHECKS \$5,000+
July 2014**

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Source Name</u>	<u>Account</u>	<u>Paid Amount</u>
Bill Pmt -Check	EFT JULY2	07/15/2014	NWRC-SETD-PARA	1080 - NWRC Reimb - CCB (3976)	-5,604.00
Check	EFT 7-14	07/30/2014	CLATSOP COMMUNITY BANK	1040 - GENERAL FUND - CCB (3943)	-6,573.50
Bill Pmt -Check	2587	07/03/2014	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-6,491.50
Bill Pmt -Check	2590	07/03/2014	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-9,375.70
Bill Pmt -Check	2600	07/14/2014	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-7,802.02
Bill Pmt -Check	2610	07/21/2014	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-10,654.33
Bill Pmt -Check	2622	07/25/2014	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-11,120.84
Bill Pmt -Check	14457	07/03/2014	SDIS	1040 - GENERAL FUND - CCB (3943)	-19,702.58
Bill Pmt -Check	14464	07/14/2014	TILLAMOOK COUNTY DISTRICT	1040 - GENERAL FUND - CCB (3943)	-5,000.00
Bill Pmt -Check	14478	07/21/2014	EFFICIENT COMMUNICATION SOLUTIONS, INC	1040 - GENERAL FUND - CCB (3943)	-5,643.00
Bill Pmt -Check	14481	07/21/2014	JACKSON & SON OIL, INC.	1040 - GENERAL FUND - CCB (3943)	-7,868.73
Bill Pmt -Check	14492	07/21/2014	WILCOX & FLEGEL	1040 - GENERAL FUND - CCB (3943)	-6,783.62
Liability Check	14505	07/31/2014	SDIS	1040 - GENERAL FUND - CCB (3943)	-27,425.60

Bill

SUNSET EMPIRE TRANSPORTATION
 900 MARINE DRIVE
 ASTORIA OR 97103

Date	Ref. No.
07/17/2014	0188-7-17

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

PAID

Bill Due 08/01/2014
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
MEETING EXPENSE	BARTOLOTTA-0485 ASTORIA COFFEE HOUSE-MEAL-MTG W/ODOT	20.25		Admin
MEETING EXPENSE	JONES-0261 SAFEWAY-ADVISORY MTG SUPPLIES	44.99	NWRC.	RIDECARE
MEETING EXPENSE	SAFEWAY-ADVISORY MTG SUPPLIES	12.67	NWRC.	RIDECARE
OFFICE SUPPLIES	FRED MEYER-COMPUTER CABLE	9.99	NWRC.	RIDECARE
TRAVEL	PEET'S-MEALS CCO MTG	7.00	NWRC.	RIDECARE
TRAVEL	PEET'S-MEALS CCO MTG	3.50	NWRC.	RIDECARE
TRAVEL	76-FUEL FOR RENTAL CCO MTG	15.00	NWRC.	RIDECARE
TRAVEL	ENTERPRISE RENTAL CAR- CCO MTG	55.58	NWRC.	RIDECARE
SOFTWARE-SUBSCRIPTIONS	LAYTON-0253 ADOBE-MONTHLY SUBSCRIPTION	39.98		Admin
TRAVEL	MOODY-0469 STARBUCKS-MEALS DIANE/DIANA BOLDT TRAINING SALEM	7.20		Admin
TRAVEL	WILD PEAR-MEALS DIANE/DIANA BOLDT TRAINING SALEM	30.00		Admin
CONFERENCES/TRAINING /TRAVEL	MEDIC FIRST-CPR CERTIFICATE FOR KARL-PARKER	40.00		Admin
POSTAGE-SHIPPING	USPS	111.01		Admin

Bill

SUNSET EMPIRE TRANSPORTATION
900 MARINE DRIVE
ASTORIA OR 97103

Date	Ref. No.
07/17/2014	0188-7-17

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

PAID

Bill Due 08/01/2014
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
MEETING EXPENSE	PARKER-0204			
POSTAGE-SHIPPING	LINDSTROM-SUPPLIES	14.29		Admin
MEETING EXPENSE	USPS	50.61		Admin
	WET DOG-MEALS-CHAMBER	9.50		Admin
	MTG			
MEETING EXPENSE	SAFEWAY-SUPPLIES	17.46		Admin
OFFICE SUPPLIES	WALGREENS-PHOTOS	17.70		OPER - 5311
POSTAGE-SHIPPING	UPS-SHIPPING	63.96		OPER - 5311
OFFICE SUPPLIES	WALMART-LOBBY	235.96		Admin
	FURNITURE (NO RC)			
MEETING EXPENSE	PIETILA-0477			
	FRED MEYER-S&D SUPPLIES	28.44		MM-29308

Expense Total : 835.09

Bill Total : \$835.09

Sunset Empire Transportation District

JULY FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the August 2014 Board of Commissioner's Meeting

NOTE on Reviewing Financials: 12 Months = 8.3% of Fiscal Year Budget*

Exceptions for period ending July 2014

General Fund Profit and Loss

The District's General Fund total income is 4.2% to annual budget. Total expenses are 5.5% and other expenses are 1% to annual budget resulting in a net income of 5.3%.

Revenue

- 4450 Rental Income: All rental income is derived from parking spaces.

Expense

- 8010 Bank Fees: The fees are for merchant services and are in line with the month's budget, but exceed the average percentage compared to the annual budget. SETD expects the year to date comparison to fall in line with the annual budget starting second quarter with full execution of a new merchant service agreement.
- 8155 Legal Ads: The negative actual amount is due to SETD being billed twice for one ad in June and then receiving a reimbursement for the bill error in July.
- 8175 Newspaper Ads: Same situation as occurred with the legal ad.
- 8185 Postage/Shipping: The overage is due to an overnight shipment of pictures being delivered to Texas for the new busses' wrap designs and to Operations petty cash reimbursement which covered three months of stamp purchases.

RideCare Fund Profit and Loss

Ride Care total income and expense are slightly under projected annual budget at 7.9% and the other expense is slightly over at 8.7%, resulting in a net loss at 8.5%.

Expense

- 7750 Provider Services: The total payment to the providers is \$18,240 over the monthly budget. Last year, monthly payments varied up and down from month to month by \$10,000 to \$20,000.
- 8400 Bus Passes: Bus pass purchases are much stronger than management projected.
- 9600 Debt Services: The payment made is a quarterly one.
- 9700 Capital Expense: This is for the phone line trunk required to support the increase in call volume. The trunk was the only planned capital purchase for RideCare.

***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg Grounds and Maintenance are more consistent on a monthly basis and can be used to gage against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

Sunset Empire Transportation District

JULY FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the August 2014 Board of Commissioner's Meeting

Information and Follow Up to Previous Board Meeting Questions

1. Question from the Board: Was a generator or computer systems battery back-up purchase budgeted in 2013-14 or 2014-15?

Answer: Neither a generator or computer systems battery back-up were budgeted in 2013-14. There is a generator budgeted in 2014-15 for the Warrenton facility.

2. Question from the Board: What was the financial impact of running regular route on the 4th of July holiday?

Answer: Estimated revenues, based on ridership data for that day was \$403.20. The cost, including estimated fuel and maintenance expense per mile and personnel services, was \$3,250.

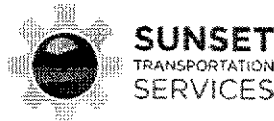
***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg Grounds and Maintenance are more consistent on a monthly basis and can be used to gage against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

August 22, 2014

Board,

Please accept my apologies for your receiving this Donated Services application so late. On April 23, 2014 I had contacted Helping Hands by email because I had not received their Donated Service application and they had been anxious to apply. They did complete the application and emailed it to me on April 24, 2014. I somehow missed that email with the attached application. I have included a copy of what the final outcome of the donated service process was this year for your review. Again I apologize and thank you for your understanding.

Mary Parker



**SUNSET TRANSPORTATION SERVICES
DONATED TRANSPORTATION SERVICE REQUEST
2014-2015 APPLICATION PROCESS**

The Sunset Transportation Services Board of Commissioners Special Transportation Services Policy allows, upon approval of the Board, the provision of donated transportation services for public events and community efforts that benefit and enhance the community fabric of Clatsop County. An annual limit for these donated services will be set by the SETD Board each year.

Groups, services or individuals that wish to petition for donated transportation services are required to submit the following application. Applicants will be notified of the results of their request by mail.

Applications will be accepted from April 14th through May 14, 2014 at 5:00 PM.

Please mail or drop off applications to Sunset Empire Transportation Service, 900 Marine Drive, Astoria Oregon, 97103. Applications may also be faxed to 503-861-1606. For more information contact Executive Assistant, Mary Parker at 503-861-5370 or mary@ridethebus.org.

APPLICANT

Agency/Organization Helping Hands Re-Entry Outreach Centers

Address P.O. Box 413 Seaside, OR 97138 Phone 503-738-4321

Contact person Alan Evans email contact_us@helpinghandsreentry.org

Please describe: (1)the event or service and (2) the transportation requested from STS .

Being able to distribute these bus tickets will greatly benefit many of the low income & indigent citizens of Clatsop County by allowing them to access services. We offer tickets to Outreach Shelter guests & Re-Entry participants so they may get from Seaside to Astoria to access food stamps, dental & health care, attend legal appointments, and and access veteran services. It also enables them to go to the Warrenton Senior & Disability office and tap into services at the Goodwill Job Connections office.

We serviced 7100 bednights to homeless individuals in 2013 with our Outreach Shelter Program & 310 separate individuals in our transitional housing reentry program.

Date(s) requested July 2014- July 2015 Time(s) _____

Special considerations: We service the homeless from all of Clatsop County. We are a not for profit orgnationation Federal ID: 27-1158468

OFFICIAL USE

SETD Operational cost of requested services \$ 500 orange tickets and 500 Green tickets

SETD Board: **Approved** **Not Approved**

Signature of SETD Board Chair

Date

Sunset Empire Transportation District - Donated Service Applications List 2014-15

	Name	Event or Tickets	Date of Service	Est. Cost	Awarded
1	Shooting Stars	Bus trip to Ape Caves 8 hr	9/17/14	\$ 432.00	NONE
2	Shooting Stars	Bus trip to Pumpkin Patch Sauvie Island 8 hr	10/15/14	\$ 432.00	NONE
	Shooting Stars	Bus trip	10/15/14	\$ 200.00	\$ 200.00
3	Tops	4th of July Parade	7/4/14	\$ 108.00	SETD
4	Clatsop Community Action	Homeless Connect	1/29/14	\$ 1,184.00	SETD
5	Clatsop Community Action	200 Bus Passes 25 Passes (Veterans Standdown)	2014-2015	\$ 325.00	\$ 225.00
6	Encore	Shakespeare Portland	7/11/14	\$ 432.00	NONE
7	Encore	Shakespeare Portland	8/30/14	\$ 432.00	NONE
8	Encore	Shakespeare Portland	8/2/14	\$ 432.00	NONE
9	Cannon Beach Chamber	Extra Bus Sand Castle	6/20/15	\$ 540.00	\$ 350.00
10	Goodwill	Bus Tickets 8 Daily Passes each month	2014-2015	\$480	\$ 300.00
11	Clatsop Community College	Various Bus Tickets	2014-2015	\$ 400.00	\$ 350.00
12	Astoria Christmas Basket	Canned Food Drive and Delivery	Nov.- Dec. 2014	\$ 2,133.00	SETD
13	Healing Circle	VOCA Camp Transportation	Sept. 13, 15, 18, 20	\$ 216.00	NONE
14	SETD	4th of July Parade	7/4/14	\$ 162.00	\$ 162.00
15	SETD	Canned Food Drive	Nov.- Dec. 2014	\$ 2,133.00	\$ 2,133.00
16	SETD	Customer Appreciation Day	1/29/15	\$ 1,184.00	\$ 1,184.00
17	SETD	Adopt a Family	12/23/14	\$ 54.00	\$ 54.00
		TOTAL COST			\$ 4,958.00

Bus Costs \$54 per hour
 Tickets \$1.00
 Daily Pass \$ 5.00
 College Day Pass \$5.00
 College Month Pass \$30
 Regular Month Pass \$45.00
 Senior/Disabled/Military \$30.00

Contract Number 145743

**INTERGOVERNMENTAL
BUSINESS ASSOCIATE
AGREEMENT**

This is a Business Associate Agreement (“Agreement”) between Oregon Health Authority (“OHA”) and **Sunset Empire Transportation District** (“Contractor”). This Agreement, when effective, supersedes and replaces any previous Business Associate Agreement between the parties.

RECITALS

- A. The Contractor creates, receives, maintains or transmits Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) on behalf of a health care component of OHA in the performance of its obligations; and
- B. The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and its implementing Privacy Rule and Security Rule, 45 CFR Parts 160 and 164, applies to the health care components of OHA. OAR 943-014-0015. OHA, in its capacity as a Covered Entity, must obtain satisfactory assurances from its Business Associates, as that term is defined in the Privacy Rule and Security Rule, that they will comply with the Business Associate requirements set forth in 45 CFR 164.502(e) and 164.504(e) and as amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA”). Contractor is a Business Associate of OHA and desires to provide such assurances with respect to the performance of its obligations under the Agreement; and
- C. Both OHA and Contractor are committed to compliance with the standards set forth in the Privacy Rule and Security Rule as amended pursuant to the HITECH Act, and as they may be amended further from time to time, in the performance of their obligations.

NOW, THEREFORE, in consideration of mutual and valuable consideration which the parties hereby acknowledge as received, the parties agree as follows:

AGREEMENT

The parties agree that the following terms and conditions shall apply to the performance of their obligations, shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice. Capitalized terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy Rule and Security Rule.

1. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR

Contractor shall:

- a. Not use or disclose PHI or EPHI other than as permitted or required by this Agreement, as permitted by the Privacy Rule, the Security Rule or as required by law.
- b. Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of the PHI and EPHI other than as provided for by the Agreement, or as required by law.
- c. Implement and maintain administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of OHA. Contractor represents and warrants that the PHI and EPHI it creates, receives, maintains, or transmits on behalf of OHA is:
 - 1) Ensured as to its confidentiality, integrity, and availability,
 - 2) Protected against threats or hazards to its security or integrity, and
 - 3) Protected against unauthorized use or disclosure.
- d. Create and maintain documentation that demonstrates its compliance with 45 C.F.R. 164.308, 164.310, 164.312 and 164.316. Minimally, Contractor shall:
 - 1) Maintain PHI and EPHI in a secured server and only permit access to PHI and EPHI by employees or subcontractors who have signed confidentiality agreements and have a need to know the information maintained in the PHI and EPHI for the purposes set forth in this Agreement. Contractor represents and warrants that its workforce complies with the security standards, including policies and procedures that Contractor maintains pursuant to the Security Rule.
 - 2) Document the level of security and privacy protection required under this Agreement in a security risk management plan. Contractor shall make this plan available to OHA upon request.
 - 3) Provide OHA, as reasonably requested, access to Contractor's data officers, agents, contractors, subcontractors, employees, facilities, equipment, records, and any other information reasonably necessary to:
 - a) Determine Contractor's compliance with the terms and conditions of this Agreement.
 - b) Determine whether or not to continue to provide PHI or EPHI, in whole or in part, under this Agreement.
 - c) Verify documentation of a written security risk management plan.
 - d) Meet any applicable state or federal laws, rules and regulations regarding use and disclosure relating to PHI and EPHI.
 - e) Allow OHA's Information Security Office to audit facilities, equipment, processes, and procedures.
- e. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI or EPHI by Contractor in violation of the requirements of the Agreement.

- f. Report to OHA, as promptly as possible, any use or disclosure of the PHI or EPHI not provided for by this Agreement, of which it becomes aware.
- g. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI or EPHI on behalf of the Contractor agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- h. Provide access, at the request of OHA, and in the time and manner designated by OHA, to PHI and EPHI in a Designated Record Set, to OHA or, as directed by OHA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- i. Make any amendment(s) to PHI and EPHI in a Designated Record Set that the OHA directs or agrees to pursuant to 45 CFR 164.526 at the request of OHA or an Individual, and in the time and manner designated by OHA.
- j. Make internal practices, books, and records, including policies and procedures and any PHI or EPHI, relating to the creation, receipt, maintenance or transmission of PHI or EPHI on behalf of OHA, available to OHA or to the Secretary of United States Department of Health and Human Services (Secretary), within the time and in the manner designated by OHA or the Secretary, for purposes of the Secretary determining OHA's compliance with the Privacy Rule or Security Rule.
- k. Refer requests for disclosures of PHI and EPHI to OHA for response. To the extent Contractor discloses PHI or EPHI permitted by this Agreement or permitted by the Privacy Rules, Contractor agrees to document such disclosures to the extent such documentation is required for OHA to respond to a request by an Individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR 164.528.
- l. Provide to OHA or an Individual, in time and manner to be designated by OHA, information collected in accordance with Sections 1(h), 1(i) and 1(k) of this Agreement, to permit OHA to respond to a request by an Individual for an accounting of disclosures of PHI and EPHI in accordance with 45 CFR 164.528.
- m. In the event of Discovery of a Breach of Unsecured Protected Health Information:
 - 1) Notify OHA of such Breach without unreasonable delay, and in any event no later than thirty (30) days after the discovery of the Breach. A breach is considered “discovered” as of the first day on which the Breach is known or, exercising reasonable diligence would have been known, to Contractor or any employee or agent of Contractor, other than the individual committing the breach. Notification shall include identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Contractor to have been accessed, acquired or disclosed during such Breach and any other information as may be reasonably required by OHA necessary for OHA to meet its notification obligations;
 - 2) Confer with OHA as to the preparation and issuance of an appropriate notice to each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Contractor to have been accessed, acquired or disclosed as a result of such Breach;

- 3) Where the Breach involves more than 500 individuals, confer with OHA as to the preparation and issuance of an appropriate notice to prominent media outlets within the State or as appropriate, local jurisdictions; and,
 - 4) Confer with OHA in a timely manner as to the preparation and issuance of an appropriate notice to the Secretary of Unsecured Protected Health Information that has been acquired or disclosed in a Breach in order for the Contractor to meet its obligations under 45 CFR 164.408. Contractor understands that if the Breach was with respect to 500 or more individuals, Contractor must provide notice to the Secretary contemporaneously with the notices to individuals. If the Breach was with respect to less than 500 individuals, a log may be maintained of any such Breach and the log shall be provided to the Secretary by the Contractor annually documenting such Breaches occurring during the year involved.
 - 5) Except as set forth in (vi) below, provide notifications to individuals without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach. Any notice shall be provided in the manner required by the HITECH Act, sec 13402(e) and (f), Public Law 111-5, 45 CFR 164.404 through 164.410 and as agreed upon by OHA.
 - 6) Delay any notification required by this section if requested by a law enforcement official in accordance with 45 CFR 164.412.
 - 7) For purposes of this section, the terms “Unsecured Protected Health Information” and “Breach” shall have the meaning set forth in 45 CFR § 164.402. A Breach will be considered as “Discovered” in accordance with 45 CFR 164.410(a)(2).
- n. Contractor and OHA each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30. 260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents, in regards to costs incurred by OHA, including, but not limited to, costs of issuing any notices required by HITECH or any other applicable law, as a result of Contractor’s Breach of Unsecured Protected Health Information.

2. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

a. General Use and Disclosure Provisions.

- 1) Except as otherwise permitted, limited or prohibited by this Agreement, Contractor may use or disclose PHI and EPHI as necessary to provide non-emergent medical transportation services to Oregon Health Plan clients for, or on behalf of, OHA, provided that such use or disclosure would not violate the Privacy Rule, Security Rule, or other applicable federal or state laws or regulations if done by OHA, or the minimum necessary policies and procedures of OHA.
- 2) All applicable federal and state confidentiality or privacy statutes or regulations, and related procedures, continue to apply to the uses and disclosures of information under this Agreement, except to the extent preempted by the HIPAA Privacy Rule and Security Rule.
- 3) Contractor may use or disclose PHI or EPHI as required by law.

b. Specific Use and Disclosure Provisions.

- 1) Except as otherwise limited in this Agreement, Contractor may use PHI and EPHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- 2) Except as otherwise limited in this Agreement, Contractor may disclose PHI and EPHI for the proper management and administration of the Contractor, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3) Contractor may use PHI and EPHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).
- 4) Contractor may not aggregate or compile OHA's PHI or EPHI with the PHI or EPHI of other Covered Entities without the express authorization of OHA to perform Data Aggregation services. If the Agreement permits Contractor to provide Data Aggregation services, Contractor may use PHI and EPHI to provide the Data Aggregation services requested by OHA as permitted by 45 CFR 164.504(e)(2)(i)(B), subject to any limitations contained in this Agreement. If Data Aggregation services are requested by OHA, Contractor is authorized to aggregate OHA's PHI and EPHI with PHI or EPHI of other Covered Entities that the Contractor has in its possession through its capacity as a Contractor to such other Covered Entities provided that the purpose of such aggregation is to provide OHA with data analysis relating to the Health Care Operations of OHA. Under no circumstances may Contractor disclose PHI or EPHI of OHA to another Covered Entity absent the express authorization of OHA.

3. OBLIGATIONS OF OHA

- a. OHA shall notify Contractor of any limitation(s) in its notice of privacy practices of OHA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI and EPHI. OHA may satisfy this obligation by providing Contractor with OHA's most current Notice of Privacy Practices.
- b. OHA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PHI or EPHI, to the extent that such changes may affect Contractor's use or disclosure of PHI and EPHI.
- c. OHA shall notify Contractor of any restriction to the use or disclosure of PHI or EPHI that OHA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI or EPHI.

4. PERMISSIBLE REQUESTS BY OHA

OHA may, upon request of the OHA, conduct an audit and inspection of Contractor with respect to Contractor's compliance with the terms of this Agreement and applicable law for the establishment of policies and procedures for the safeguarding of any PHI and EPHI provided to Contractor by OHA. Contractor shall implement any recommendations of OHA resulting from such audit and inspection as may be reasonably necessary to ensure compliance with the terms of this Agreement and applicable law for the safeguarding of any PHI and EPHI provided to Contractor by OHA.

5. TERM AND TERMINATION

- a.** Effective Date; Term. This Agreement shall be effective on the date on which all parties have executed it and all necessary approvals, if any, have been granted. This Agreement shall terminate on the earlier of (i) the date of termination of the Agreement, or (ii) the date on which termination of the Agreement is effective under Section 5.b.
- b.** Termination for Cause. In addition to any other rights or remedies provided in this Agreement, upon either the OHA's or Contractor's knowledge of a material breach by the other party of that party's obligations under this Agreement, the party not in breach shall either:
 - 1) Notify the other party of the breach and specify a reasonable opportunity in the Notice of Breach to the party in breach to cure the breach or end the violation, and terminate the Agreement if the party in breach does not cure the breach of the terms of this Agreement or end the violation within the time specified;
 - 2) Immediately terminate if the party in breach has breached a material term of this Agreement and cure is not possible in the reasonable judgment of the party not in breach; or
 - 3) If neither termination nor cure is feasible, the party not in breach shall report the violation to the Secretary.
- c.** Effect of Termination.
 - 1) Except as provided in paragraph (2) of this Section 5(c), upon termination of this Agreement, for any reason, Contractor shall, at OHA's option, return or destroy all PHI and EPHI received from OHA, or created or received by Contractor on behalf of OHA. This provision shall apply to PHI and EPHI that is in the possession of Contractor or agents of Contractor. Contractor shall retain no copies of the PHI or EPHI.
 - 2) In the event that Contractor determines that returning or destroying the PHI or EPHI is infeasible, Contractor shall provide to OHA notification of the conditions that make return or destruction infeasible. Upon OHA's written acknowledgement that return or destruction of PHI or EPHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and EPHI and limit further uses and disclosures of such PHI and EPHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI or EPHI.

6. MISCELLANEOUS

- a. **Regulatory References.** A reference in this Agreement to a section in HIPAA, the Privacy Rule, Security Rule, or the HITECH Act means the section in effect as of the effective date of this Agreement or as the Privacy Rule or Security Rule may be subsequently amended from time to time.
- b. **Agreement; Waiver.** The parties agree to take such action as is necessary to amend the Agreement from time to time as is necessary for OHA to comply with the requirements of the Privacy Rule, Security Rule, HIPAA and the HITECH Act. No provision hereof shall be deemed waived unless in writing, duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this Agreement.
- c. **Survival.** The respective rights and obligations of Contractor under Section 5(c), this Section 6(c), and Section 6(e) of this Agreement shall survive the termination of the Agreement.
- d. **Interpretation; Order of Precedence.** Any ambiguity in this Agreement shall be resolved to permit OHA to comply with the Privacy Rule and the Security Rule. This Agreement does not supersede any other federal or state law or regulation governing the legal relationship of the parties, or the confidentiality of records or information, except to the extent that HIPAA preempts those laws or regulations. In the event of any conflict between the provisions of the Agreement and the Privacy Rule or Security Rule, the Privacy Rule and Security Rule shall control.
- e. **No Third-Party Beneficiaries.** OHA and Contractor 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, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- f. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, if any.

(Remainder of page intentional left blank. Signatures follow on next page.)

7. SIGNATURES

By signing this Agreement, the parties certify that they have read and understood this Agreement, that they agree to be bound by the terms of this Agreement, as amended, and that they have the authority to sign this Amendment.

SUNSET EMPIRE TRANSPORTATION DISTRICT:

By: _____

Print Name: _____

Title: _____ Date: _____

OREGON HEALTH AUTHORITY:

By: _____

Print Name: _____

Title: _____ Date: _____

**** IMPORTANT ****
REQUIRES BOARD ACTION

DATE: April 4, 2014
TO: SDIS Members
FROM: Frank Stratton, Executive Director
SUBJECT: New SDIS Trust Agreement Requires Board Action

Over the past year, the SDIS Board of Trustees has been working at creating a new SDIS Trust Agreement. Oregon law requires that self-insured public entity programs be formed through an intergovernmental agreement between the participating entities. The enclosed SDIS Declaration of Trust is an intergovernmental agreement. The original SDIS Declaration of Trust was adopted in 1985 and has never been comprehensively amended to take into account changes to federal tax and state laws over the past 28 years. After a review of the original Declaration of Trust, the Trustees decided that it was necessary to draft a new document which would take into account tax and other legal matters.

Now that the new SDIS Declaration of Trust has been approved by the SDIS Board of Trustees, it is necessary to have all of the Trust members join the Trust by having their Boards adopt the Joinder of Trust Agreement. **The Joinder of Trust Agreement is located on the last page of the enclosed Declaration of Trust.** By signing the Joinder Agreement your Board will be entering into an intergovernmental agreement under ORS Chapter 190.

Before renewing in the SDIS self-insured employee benefits, property, liability or workers' compensation program, your Board will need to adopt the enclosed Joinder of Trust Agreement and return a signed copy to SDIS. We understand that this is not an easy task for many members to accomplish, but we assure you we would not be taking this action if the SDIS Trustees did not feel it was absolutely necessary to protect the Trust's assets, which all of the members have helped build over the past 28 years.

Following are the deadlines for sending back the signed resolution to SDIS:

- Districts participating in the new self-insured employee benefits program: 6/1/2014
- Districts participating in the self-insured workers' compensation program: 7/1/2014
- Districts participating in the self-insured property and liability program: 10/1/2014

You only need to submit one signed resolution regardless of the number of programs that your District participates in.

I am sure you and your Board members will have many questions about the new Trust Agreement. In anticipation of your questions, following are some frequently asked questions and answers for your reference.

FREQUENTLY ASKED QUESTIONS:

What is my District's financial risk as part of a self-insured program?

The revised Declaration of Trust does not increase your District's financial liability any more than you currently have under the existing Trust Agreement. The SDIS Trust is a non-assessable Trust. This means that your District can never be asked to contribute additional funds, other than your annual contributions, to cover your claims or the claims of any other member. It also means, though, that you are ultimately responsible for your own claims liabilities in the event the Trust is not able to pay your claims. The SDIS Trustees are dedicated to making sure this never happens by being extremely conservative with the amount of funds the Trust retains to pay claims. SDIS has over \$38 million more than what its certified actuary estimates is needed to satisfy all claims liabilities. These funds are invested to keep rates low and return to members as a dividend only when the actuary determines that they will not likely be needed to pay claims. In addition, the Trust purchases reinsurance that puts a cap on the Trust's and members' claims liability.

Why is the Trust Agreement an Intergovernmental Agreement?

Oregon law requires that for local governments to form their own self-insured programs they must do so through joining into an intergovernmental agreement. Intergovernmental agreements are governed under ORS 190 and require each participating organization to have a resolution adopted by its Board of Directors. The enclosed Joinder of Trust Agreement can be considered a board resolution.

What are the primary differences between this new Trust Agreement and the original Agreement?

The original Trust Agreement was controlled by the Special Districts Association of Oregon (SDAO) Board of Directors. The SDAO Board was the only body that could modify the Trust Agreement and the SDAO Board was also responsible for appointing the SDIS Board of Trustees. Legal counsel has advised SDAO and SDIS that for tax and other legal considerations the members should have a greater participation in the Trust. SDIS and its

participating members will now be responsible for adopting and amending the Trust Agreement. Also, the Trustees will now be appointed by the Trustees themselves. To ensure continuity and ongoing support, the SDAO will still be closely aligned with SDIS as its Sponsoring Member.

Why can't my District find a resolution adopting the original Trust Agreement?

When the original Trust Agreement was created in 1985, the originators did not believe the Trust Agreement needed to be approved by the participating members. They had the opinion that the coverage documents issued to members at their insurance renewals were considered an intergovernmental agreement that was entered into with the members when the members paid their contributions. With changes in law and philosophy over time, our current legal counsel feels that the best course of action for the newly amended Declaration of Trust is for each member to sign a resolution agreeing to enter into the Trust Agreement as an intergovernmental agreement.

What happens if my District does not adopt the Resolution?

Unfortunately, if your District does not adopt the Trust Agreement then your District will no longer be able to participate in the self-insured health, dental, property, liability or workers compensation programs. Your District will not be able to renew its coverage in these programs when your current policy term expires.

Who should I contact if I have questions about the enclosed materials?

Membership Services Department
sdao@sdao.com
(503) 371-8667
(800) 285-5461

Special Districts Insurance Services Trust

First Restatement of Declaration of Trust

RECITALS

1. Oregon Revised Statutes Chapter 30.282 authorizes Public Bodies within the state of Oregon to create and participate in self-insurance programs through intergovernmental agreements;
2. On July 1, 1985, the Special Districts Association of Oregon and certain trustees entered into a Declaration of Trust for the Special Districts Insurance Services Trust, which set forth the terms and conditions upon which a self-insurance program solely for the benefit of governmental entities would be organized and operated pursuant to Oregon Revised Statutes Chapter 30.282, which Declaration of Trust was amended on October 22, 1987, February 18, 1988, January 25, 1989, June 27, 1991, June 2, 1994, December 9, 1999, September 21, 2000, January 10, 2002, April 17, 2003, and June 7, 2006 (the "Amended Trust Declaration");
3. The Initial Members have made Contributions to the trustees of the Trust and the trustees have implemented a self-insurance program with multiple pools for the benefit of the Initial Members, and the funds associated with such program constitute a trust fund that has been held for the exclusive benefit of the Initial Members participating in a self-insurance program;
4. Article 7 of the Amended Trust Declaration provided that the Amended Trust Declaration could be amended by the Board of Directors of the Special Districts Association of Oregon, by delivery of a copy of the amendment to each Trustee, provided however, that no amendment could operate to the prejudice of any vested rights held by any participant in the program of the Trust under a policy, contract, or other document for the benefit of such participant; and
5. The Board of Directors of the Special Districts Association of Oregon and the trustees of the Trust have determined that a restatement of the Amended Trust Declaration in the form of this First Restatement of Declaration of Trust, is in the best interests of the Initial Members and prospective Members, and have determined that this First Restatement of Declaration of Trust should be submitted to the Initial Members, and to prospective Members as appropriate, to allow them to become Members.

SECTION 1 DEFINITIONS

1.1 **Definitions.** All capitalized terms in this Agreement shall have the meanings given to them in this Section 1.

1.2 **"Agreement"** means this First Restatement of the Declaration of Trust.

1.3 **"Amended Trust Declaration"** means the Special Districts Insurance Services Trust Declaration of Trust described in the Recitals.

1.4 **"Associated"** means, when used in the phrase "Associated with" an organization, the status of being a current employee of, or a member of the governing body of, that organization, or being a volunteer in good standing of an organization (in accordance with the policies and procedures of that organization) who is nominated in a writing signed by the Chair of the Board of Directors of the organization.

1.5 **"Audit Committee"** means the committee established by the Board, as described in Section 4.8(c).

1.6 **"Board"** means the Board of Trustees of the Trust.

1.7 **"Board Observer"** means the person designated by the Sponsoring Member to attend Board meetings pursuant to Section 4.1(b).

1.8 **"Contribution"** means the amount a Member contributes to the Trust annually pursuant to the Coverage Document.

1.9 **"Coverage Document"** means a contract between the Trust and a Member with respect to self-insurance coverage with respect to which a Member makes a Contribution.

1.10 **"Deadlocked"** means a situation in which the vote of the Trustees on a matter is evenly split for two or more meetings at which such matter is submitted to a vote.

1.11 **"Effective Date"** means April 1, 2014.

1.12 **"Executive Committee"** means the committee established by the Board, as described in Section 4.8(a).

1.13 **"Former Member"** means a Special District, Public Body or Sponsoring Member that was at one time a Member, but whose membership has Terminated.

1.14 **"Initial Members"** means those Special Districts and Public Bodies that had in effect a Coverage Document on the day before the Effective Date.

1.15 **"Joinder"** means a document, substantially in the form attached as Exhibit A, the execution of which constitutes a Member's agreement to be bound by the terms and conditions of this Agreement, and shall include a duly executed resolution in substantially the same form.

1.16 **"Majority"** means more than 50%.

1.17 **"Member"** means a Special District or Public Body that has executed a Joinder to this Agreement and the Sponsoring Member, the membership of which has not Terminated.

1.18 **"Nominating Committee"** means the committee established by the Board as described in Section 4.8(b).

1.19 **"Public Body"** means an entity described in Oregon Revised Statutes 30.260.

1.20 **"Quorum"** means a Majority of the Trustees.

1.21 **"Special District"** means a governmental entity described in Oregon Revised Statutes 198.010.

1.22 **"Sponsoring Member"** means the Special Districts Association of Oregon.

1.23 **"Termination"** means the cessation of the membership of a Member pursuant to this Agreement.

1.24 **"Trust"** means the Special Districts Insurance Services Trust.

1.25 **"Trustee"** means a person who has executed this Agreement or a duplicate thereof agreeing to accept the responsibilities of trusteeship under this Agreement, and who has not resigned or been removed as a Trustee.

1.26 **"Trust Property"** means cash, property or any asset held by the Trustees and subject to this Agreement.

SECTION 2 PURPOSES AND OPERATON OF TRUST

2.1 **Purposes.** The purposes of the Trust shall continue to be the operation of a program of self-insurance whereby the Members' exposures in the areas of tort liability, property, workers compensation, and ancillary program areas may be effectively and economically managed, and whereby insurance and risk retention strategies to manage such risks may be most responsibly and economically funded, and to provide life, health, and disability programs and other personnel benefit services to Members. The Trustees shall endeavor to accomplish these goals by:

(a) Acting to ensure that there is available to Members markets for liability, property, workers compensation, and ancillary coverages appropriate to risks to which such Members are exposed and markets, programs and services for employee benefits and health, life, and disability insurance coverage needs of Members.

(b) Aggregating the collective buying power of Members and the economic advantages of individual and pooled risk retention and other strategies, where lawful and actuarially sound, and to reduce and stabilize the cost of funding those risks.

(c) Making available to Members resources and expertise in the management of risk through loss prevention and loss control programs, claims management, consulting, data gathering, information sharing and related services.

(d) Acting as a representative and information resource for Members in presenting to appropriate legislative and administrative bodies and committees, data and policy issues related to the cost of public risk in Oregon.

(e) Creating, upon authorization by the Board, pooled self-insured programs funded by Member Contributions and based on sound actuarial analysis, which may be structured as separate pools for various types of risk, with physical or accounting segregation as determined by the Board.

(f) Developing and providing other insurance programs, retirement programs or other related services as are approved by the Board, including but not limited to loan or grant programs in amounts not material to Trust operations and designed to further the objectives of the Trust.

(g) Providing access for Members to coverages with respect to which the Trust is not an indemnitor.

2.2 Trust Property. The Trustees shall collect and manage Trust Property, including but not limited to insurance premiums, Contributions and other revenues, shall make appropriate disbursements from the Trust, and shall oversee the management and administration of the programs of the Trust, approving the necessary contracts, insurance policies, premium contributions, fee schedule group purchases and making such other arrangements and implementing such strategies as necessary to carry out purposes described herein regarding the self-insurance programs, for the exclusive benefit of the Members and as described in this Agreement.

SECTION 3 CONTINUATION OF TRUST AND FUTURE CONTRIBUTIONS

3.1 Trust Agreement. The Trustees and the Sponsoring Member hereby enter into this First Restatement of Declaration of Trust, to be effective on the Effective Date. The Trustees shall invite the Initial Members, and such other Special Districts or Public Bodies as appropriate, to become Members.

3.2 Trust Continuation. The Trust shall continue without interruption on and after the Effective Date and shall be operated from the Effective Date pursuant to this First Restatement of Declaration of Trust.

3.3 Existing and Future Trust Property. The Members confirm that the Trust Property subject to the Amended Trust Declaration as of the Effective Date of this Agreement, including all Contributions and income and profits therefrom, shall remain Trust Property, to be held, managed and distributed pursuant to this Agreement.

3.4 Contributions. Any Contributions made on or after the Effective Date of this Agreement, along with any and all income and profits therefrom, shall be Trust Property, and shall be held, managed and distributed pursuant to this Agreement. A contributing Member's Contribution is irrevocable.

3.5 Agreement by Trustees. The Trustees hereby declare that they will administer, manage, collect, receive, dispose of and distribute all Trust Property for the exclusive benefit of the Members as provided in this Agreement.

SECTION 4 BOARD OF TRUSTEES

4.1 Board of Trustees.

(a) *In General.* The Trust shall be governed by a Board of Trustees ("the Board") composed of not fewer than five, nor more than nine, Trustees. Until changed by a vote of the Board, the number of Trustees shall be seven.

(b) *Board Observer.* As long as the Sponsoring Member is a Member, it shall from time to time designate a Board Observer, who shall be entitled to attend all meetings of the Board, but who shall not be a Trustee, shall have no fiduciary duties, and shall not vote. The Board Observer shall advise the Board on matters potentially affecting Special Districts throughout Oregon, as such matters relate to the activities of the Trust. The Board Observer shall be a nonvoting member of all standing and ad hoc committees of the Board. If the Sponsoring Member ceases to be a Member, there shall be no Board Observer position.

(c) *Continuation of Trustees.* Notwithstanding any requirement of Section 4.3, Trustees of the Trust serving as of the Effective Date shall continue to serve as Trustees until the expiration of their terms of office.

(d) *Election of Trustees.* The Board shall elect a Trustee to fill any vacant Trustee position, which elected Trustee shall serve until expiration of the vacated position.

4.2 Meetings.

(a) *Annual Meeting.* An annual meeting of the Trustees shall be held in June of each year.

(b) *Special Meetings.* Special meetings of the Trustees may be called by the Sponsoring Member, Chair, the Vice-Chair, or a Majority of Trustees, by giving written notice to the Chair or the Vice-Chair.

(c) *Quorum.* A Quorum of Trustees must be present to conduct business at a duly called meeting.

(d) *Manner of Acting.* With respect to any matter to be decided by the Trustees, the Trustees shall act by Majority vote of all Trustees.

(e) *Location of Meeting.* All meetings shall be held within the State of Oregon. While every meeting must have a physical location at which at least one Trustee appears, Trustees may participate in the meeting by means of a conference telephone call or electronic communication method if all persons participating in the meeting can hear each other at the same time.

4.3 Qualifications of a Trustee.

(a) *In General.* Except as provided in Section 4.3(b), as a qualification for appointment and continued service, each Trustee shall be a natural person Associated with a Special District which is a Member.

(b) *Continued Service by Trustee.* If a Trustee becomes no longer Associated with a Member during the Trustee's term of office, the Trustee may serve out the remainder of the Trustee's term.

4.4 Term of Office of Trustee.

(a) *Fixed Terms.* Trustees shall be appointed for a fixed term. Terms shall be three years and shall be staggered so that no more than three Trustees' terms expire during any calendar year. There shall be assigned position numbers to each Trustee position.

(b) *Reappointment.* A Trustee may serve any number of consecutive terms.

4.5 Resignation of a Trustee. A Trustee may resign at any time by giving written notice to the Chair, Vice-Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date specified in the resignation.

4.6 Removal of a Trustee.

(a) *Removal by Trustees.* A Trustee may be removed by a Majority Vote of the Trustees other than the Trustee who is being considered for removal.

(b) *Deadlock Process.* If the Board is Deadlocked on removal of a Trustee, the matter shall be submitted pursuant to the Deadlock Process described in Section 4.13. The Board of Directors of the Sponsoring Member shall determine whether the affected Trustee is to be removed as a Trustee, which decision shall be final. If the Board of Directors of the Sponsoring Member determines that a Trustee should not be removed, that Trustee shall serve until the expiration of his or her term, unless the other Trustees determine that the affected Trustee has engaged in intentional misconduct or gross negligence in carrying out his or her duties, in which case such Trustee may be removed using the processes described in Section (a) and (b) of this Section 4.6.

4.7 Officers.

(a) *Officers.* The officers of the Board shall be a Chair, a Vice-Chair, a Secretary, and a Treasurer. The same person may not concurrently occupy more than two offices.

(b) *Appointment.* Officers shall be elected by the Board at the annual meeting and shall serve a one-year term or until their successors are elected by the Board.

(c) *Resignation.* An officer may resign at any time by giving written notice to the Chair, Vice Chair or Secretary of the Trust, which resignation shall be effective upon delivery or on such later date is specified in the resignation. In the event of a vacancy in an officer's position, the Board shall fill the unexpired portion of the term by election at the next Board meeting.

(d) *Duties of Chair.* The Chair shall, when present, preside at all meetings of the Board and of the Members. He or she shall serve as the chair of the Executive Committee and shall be an ex-officio Member of all other standing committees. The Chair shall perform all duties required of him or her by the Board.

(e) *Duties of Vice-Chair.* The Vice-Chair shall preside at all meetings of the Board and of the Members in the absence of the Chair. He or she shall perform such other duties as assigned by the Board or the Chair. The Vice-Chair shall be the chair of the Nominating Committee.

(f) *Duties of Secretary.* The Secretary will keep or cause to be kept at the Trust's principal office all of the minutes of the meetings of the Board and Members showing the time and place of meeting, the notice given, the names of those present and the content of such meeting in reasonable detail. The Secretary shall perform such other duties as assigned by the Board or the Chair.

(g) *Duties of Treasurer.* The Treasurer will be responsible for oversight of (i) the funds of the Trust; (ii) deposits and withdrawals of such funds in such depositories as may be authorized by the Board; and (iii) the keeping of a full and accurate account of receipts and disbursements at the Trust's principal office. The Treasurer shall be the chair of the Audit Committee and shall perform such other duties as assigned by the Board or the Chair.

4.8 Committees.

(a) *Executive Committee.* The Board shall establish an Executive Committee, the objective of which is to prepare for Board meetings, address the business of the Trust between Board meetings in a manner delegated by the Board, and recommend to the Board the admission of new Members and Termination of existing Members, as necessary.

(b) *Nominating Committee.* The Board shall establish a Nominating Committee, the objective of which is to identify and recommend to the Board appropriate candidates for trusteeship from among the Members.

(c) *Audit Committee.* The Board shall establish an Audit Committee, the objective of which is to assure that the Board is adequately and currently informed of the financial condition of the Trust through reports and other methods.

(d) Other Committees. The Board may establish such other committees as it deems necessary and appropriate to carry out its responsibilities, which committees may be standing or ad hoc committees, in the discretion of the Board.

4.9 Salaries and Expenses. Trustees shall serve without compensation, but shall be entitled to reimbursement for expenses in accordance with the applicable expense policies of the Trust.

4.10 Policies and Procedures. The Trustees may from time to time adopt policies and procedures for operation of the Board, committees, and the Trust that are not inconsistent with this Agreement. The Trustees shall establish and maintain policies and procedures designed to cause the Trust to retain net assets sufficient to satisfy projected liabilities at appropriately high actuarially determined confidence levels in the event of catastrophic loss.

4.11 Powers of Trustees. The Trustees shall have each and every power accorded to Trustees under Oregon law and the authority to act in all matters relating to the Trust and Trust property, including but not limited to the power to:

- (a) make and enter into contracts;
- (b) incur debts, liabilities, and obligations;
- (c) acquire, hold, or dispose of property, contributions and donations of Property, funds, services, and other forms of assistance from any person;
- (d) sue and be sued in the name of the Trust, and to settle or compromise any claim;
- (e) engage and employ agents, employees, consultants, contractors, advisers, and any other personnel to assist in the activities of the Trust;
- (f) receive, collect, and disburse monies from any source;
- (g) authorize and pay or credit to Members (and not Former Members) such amounts, from the excess of available funds over amounts required or projected by the Board to fund Trust operations and claim liabilities, as determined appropriate by the Board, in its sole discretion; and
- (h) do all other things necessary and appropriate to carry out the purposes of the Trust and permitted by law.

4.12 Services Contract. The Trustees may enter into a contract with a Member to perform duties of administration of the Trust, which duties shall include but not be limited to claims administration, loss control, underwriting, and other consulting services as may be specified by contract between the Trust and the service provider.

4.13 Deadlock. If at any time the Trustees are Deadlocked on any issue, the Chair or Vice-Chair shall prepare a memorandum summarizing the facts and circumstances of the

situation in reasonable detail, and shall submit this memorandum to the Chair of the Board of Directors of the Sponsoring Member. The Board of Directors of the Sponsoring Member shall resolve the Deadlock and inform the Trustees of its decision, which decision shall be binding upon the Board.

SECTION 5 MEMBERSHIP

5.1 **Sponsoring Member.** The Special Districts Association of Oregon is the Sponsoring Member of the Trust. The role of the Sponsoring Member is to provide the experience and continuity needed by the Trust to best serve its Members. The Sponsoring Member shall have ongoing duties to the Trust, including:

- (a) Working closely with others engaged by the Trust to provide various services;
- (b) Appointment of a Board Observer, as described in Section 4.1(b);
- (c) Providing its Executive Director as Trust Administrator for the Trust, who shall act in the role of chief operating officer and shall carry out the day-to-day duties of trust administration, as delegated by the Trustees;
- (d) Facilitating strategic planning for the Trust and recommending strategies for improving services to Members and improvement of ongoing operations of the Trust; and
- (e) Engaging in such other duties as reasonably requested by the Board to carry out the objectives of the Trust.

5.2 **Distribution to Sponsoring Member.** The Trust shall make an annual distribution to the Sponsoring Member in an amount to be determined by the Board in consultation with the Sponsoring Member.

5.3 **Qualifications for Membership.** A Member other than the Sponsoring Member must be a Special District or Public Body, within Oregon, that is a member in good standing of the Special Districts Association of Oregon.

5.4 **Effect of Membership.** A Member shall be eligible to participate in the coverages and services offered by or through the Trust on such terms and conditions as set forth in the Coverage Documents. Once an entity becomes a Member, such membership shall continue until terminated in accordance with this Agreement.

5.5 **Initial Members.** All entities who are Initial Members on the day before the Effective Date shall be eligible to become Members of the Trust as of the Effective Date by executing a Joinder.

5.6 **New Members.** Upon application by a Special District or Public Body to become a Member of the Trust, the Board may approve membership of such entity on such terms and

conditions as Board determines, in its sole discretion. The Board shall have the exclusive authority to approve or deny an application for membership, in its sole discretion.

5.7 Termination of Membership.

(a) *Termination of All Coverages.* Upon the termination of all participation in programs of the Trust, including but not limited to coverage under all Coverage Documents with respect to a Member (other than the Sponsoring Member), a Member's membership shall cease.

(b) *Sponsoring Member.* The Board may Terminate the membership of the Sponsoring Member for intentional wrongdoing or gross negligence, in its conduct as a Member, by a vote of two-thirds of the Trustees.

5.8 Liability after Termination of Membership. Upon Termination of membership, the Member will continue to be liable for the payment of any Contributions due as of the date of Termination. In the event the Trust is unable to perform its contractual obligations on a Former Member's behalf, the Member will continue to be liable for the payment of its own claims and liabilities arising out of the period when the Former Member was a Member.

5.9 Resumption of Membership after Termination. A Former Member may reapply for membership three years after Termination of membership. The Board in its discretion may waive this time limit or impose additional waiting periods.

5.10 Duties and Obligations of Members.

(a) *Joinder to First Restatement.* Each Member (other than the Sponsoring Member) shall execute a Joinder to this Agreement in a form approved by the Board and shall execute such other documents as are reasonable and appropriate, in the determination of the Board, to evidence membership in the Trust.

(b) *Information.* Each Member will furnish to the Trustees such underwriting and other information as may be reasonably required to carry out the purposes of the Trust at least 45 days prior to the end of the coverage period as described in the Coverage Documents.

(c) *Contributions.* Each Member shall make an annual Contribution based on the coverages the Member elects to the Trust in the amount determined by the Trustees, which amount shall be communicated to the Members within a reasonable period prior to renewal of coverage. The amount of the Contribution of each Member shall be determined by the Board, in its sole discretion, based on the coverages the member elects.

(d) *Cooperation.* As participants in a self-insured program, Members have an obligation to control claim costs by minimizing risk by establishing best management and safety practices. Each Member shall cooperate fully with the Trustees and their agents in the mitigation of risk and the administration of claims. Members' required cooperation shall include, but not be limited to:

(i) Following the loss prevention and risk management programs of the Trust, and abiding by all conditions, requirements, rules or regulations regarding loss control and risk management which may be promulgated by the Trust or its agents.

(ii) Annually completing a best practices checklist as requested by the Trust and endeavoring to the best of its abilities to adhere to the best practices identified on the checklist.

(iii) Giving prompt notification of any claim to the Trust as provided in the Coverage Documents.

(iv) Permitting the Trust's agents at any reasonable time to inspect the Member's properties and operations, and to examine the Member's books, documents and records of any and every kind pertinent to membership or in the administration of the Trust.

(v) Answering questionnaires pertinent to the operation of the Trust, or any particular pool maintained by the Trust, regarding the operations of the Member.

(e) *Trust Insolvency.* In the event of insolvency of the Trust, each Member or Former Member will continue to be liable for the payment of its own claims and liabilities arising during the period of membership.

5.11 Appointment as Agent. Each Member hereby appoints the Trust or its designated agent to act as the Member's agent and attorney-in-fact to act on its behalf, to execute all contracts, reports, waivers, agreements and service contracts, and to make an arrangement of payment of claims and all other things required for the proper and orderly operation of the Trust. Each Member agrees that the Trust or its designees shall have the sole responsibility for the adjustment and/or settlement of any and all claims.

SECTION 6 LIABILITY OF TRUSTEES AND INDEMNIFICATION

6.1 Errors and Omissions Insurance. The Trustees shall secure errors and omissions insurance covering each Trustee in such amounts and on such terms and conditions as determined appropriate by the Board.

6.2 Indemnity.

(a) *In General.* The Trust will indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or was a Trustee, Board Observer, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Trust. The Trust may indemnify to the fullest extent permitted by law any person who is made or threatened to be made a party to, witness in, or otherwise involved in, any action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Trust) by reason of the fact that the person is or

was an employee or agent of the Trust. Any indemnification provided pursuant to this Section 5.4(a) will not be exclusive of any rights to which the person indemnified may otherwise be entitled under any provision of any agreement, statute, policy of insurance, vote or resolution of the Board, contract, or otherwise. Notwithstanding the foregoing, the Trust shall not have any obligation to indemnify any person based on actions of such person that are found to constitute gross negligence or intentional misconduct by a court decision from which no appeal may be taken.

(b) *Advancement of Expenses.* The expenses incurred by a Trustee or other person in connection with any threatened, pending or completed action, suit or proceeding (except for an action, suit or proceeding by or in behalf of the Trust), whether civil, criminal, administrative, investigative, or otherwise, which the Trustee or other person is made or threatened to be made a party to or witness in, or is otherwise involved in, will be paid by the Trust in advance upon the written request of the Trustee or other person if he or she (i) furnishes the Trust a written affirmation that in good faith the Trustee believes that he or she is entitled to be indemnified by the Trust; and (ii) furnishes the Trust a written undertaking to repay such advance to the extent that it is ultimately determined by a court that such Trustee or other person is not entitled to be indemnified by the Trust.

(c) *Amendment.* No amendment to this Section 6.2 that limits the Trust's obligation to indemnify any person will have any effect on such obligation for any act or omission that occurs prior to the later of the effective date of the amendment or the date notice of the amendment is given to the person.

(d) *Further Action.* To the fullest extent permitted by law, no Trustee of the Trust or Board Observer will be personally liable to the Trust or the Members for monetary damages for conduct as a Trustee. Without limiting the generality of the preceding, if after this Section 6.2 becomes effective the Oregon statutes are amended to authorize Trust action further eliminating or limiting the personal liability of a Trustee or Board Observer, then the liability of Trustees of the Trust and the Board Observer will be eliminated or limited to the fullest extent permitted by the Oregon statutes, as so amended. No amendment or repeal of this Section 6.2 nor a change in the law, will adversely affect any right or protection that is based upon this Section 6.2 and that pertains to conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law will reduce or eliminate the rights and protections set forth in this Section 6.2 unless the change in the law specifically requires such reduction or elimination.

6.3 Use of Trust Assets to Defend Trust. Trust Property may be used to defend claims of any type made against the Trust or Trustees, and such use shall not be deemed a conflict of interest for any Trustee.

SECTION 7 TERMINATION OF TRUST

7.1 Termination of Trust. The Trust shall terminate upon a vote to terminate the Trust by (A) the Board of Directors of the Sponsoring Member (if the Sponsoring Member is a Member) and (B) either (i) two-thirds of the Trustees or (ii) three-fourths of the Members. The

Trust shall terminate upon a determination by a court of competent jurisdiction that the purposes of the Trust cannot be accomplished, even with amendment or modification of the Agreement or Trust structure. In the event of termination, the Trust shall continue for the purpose of making allowances for claims, retiring any debt, distributing all assets, and performing all other functions necessary to conclude the affairs of the Trust, all of which shall be the responsibility of the Sponsoring Member, for which it will be paid reasonable compensation.

7.2 Distribution of Assets. Upon termination of the Trust, all Trust Property shall be distributed among the Special Districts and Public Bodies who are Members at the date of termination of the Trust, in proportion to their Contributions to the Trust during the 5 years immediately preceding the effective date of termination of the Trust.

7.3 No Assessments. The Trust shall not have the authority to assess Members or Former Members for additional Contributions in the event of Trust insolvency.

SECTION 8 AMENDMENT

8.1 Method of Amendment. This Agreement may be amended by vote of two-thirds of the Trustees and the approval of the Board of Directors of the Sponsoring Member. Amendments shall be distributed to the Members within 60 days of adoption.

8.2 Limitation on Amendments. No amendment to this Agreement shall be adopted which provides for distribution upon dissolution to other than the Members, that causes gratuitous diversion of Trust Property for the benefit of private interests, or retroactively divests a Member of a vested right granted to that Member pursuant to a Coverage Document.

SECTION 9 MISCELLANEOUS

9.1 Title to Trust Property. Legal title to all Trust Property shall be held by the Trustees for the exclusive benefit of the Members as described in this Agreement.

9.2 No Interest in Trust Property by Members. No Member shall have any right to or interest in Trust Property, and no creditor of any Member shall have any claim against Trust Property for any debt or obligation of a Member.

9.3 Intergovernmental Agreement. This Agreement is intended to be an intergovernmental agreement as described in Oregon Revised Statutes 30.282 for three or more Public Bodies to create a program of self-insurance, and shall be interpreted for all purposes as such an agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the State of Oregon.

9.5 Joinders. Any Joinder to this Agreement executed by a Member will be deemed to be that Member's assent to the entirety of this Agreement, as if such Member had executed an original of this Agreement.

9.6 Dispute Resolution.

(a) *Appeal to Board of Trustees.* In the event of any dispute arising from the operation of the Trust, the affected Member shall first appeal to the Board. In a matter relating to a claim under a Coverage Document, the appeal must be made within 30 days of the Trust's proposed resolution of the disputed claim unless otherwise provided in the Coverage Document. To institute an appeal, the Member must give written notice to the Chair or Vice-Chair of the Board, providing a written summary of the dispute, detailing in reasonable detail the facts and circumstances of the issue and the requested remedies. At the next scheduled Board meeting or at such other time as determined by the Chair, the Board will review the matter, using procedures as promulgated by the Board. The Board's decision will be communicated to the Member within 90 days of the Board's hearing of the appeal.

(b) *Mandatory Mediation.* If a dispute is not resolved by appeal to the Board, it must be submitted to the Arbitration Services of Portland ("ASP"), or its successor, for mediation. The Trust or any Member may commence mediation by providing ASP and the other affected parties a written request for mediation, setting forth the subject of the dispute and the relief requested. The Trust and each affected Member shall cooperate with ASP and with one another in selecting a mediator from the ASP panel of neutrals and in scheduling the mediation proceedings. They agree that they will participate in the mediation in good faith and that they will share equally in the costs (the Trust will pay one half of the costs and the other half will be paid by the affected Member, or if more than one Member, each shall contribute equally to that half or otherwise as they may agree). All of the offers, promises and conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any ASP employees, are confidential and privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, providing that evidence that is otherwise admissible and discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) *Mandatory Arbitration.* If the matter is not resolved through mediation, then it shall be submitted to ASP, or its successor, for final and binding arbitration pursuant to the rules of commercial arbitration for ASP. The Trust or a Member may initiate the arbitration with respect to the matter submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the parties agree. At no time prior to the Earliest Initiation Date will either side initiate an arbitration or litigation related to this Agreement, except as provided by the rules of commercial arbitration for ASP or by agreement of the parties. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any is required, to effectuate such tolling. The dispute will be settled by a single arbitrator. The parties will cooperate with ASP and with one another in selecting an arbitrator and in scheduling arbitration proceedings. Arbitration will occur in Salem, Oregon unless the parties otherwise agree. The parties will be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure the just and efficient resolution of the dispute. If the amount in controversy exceeds \$250,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award,


if any. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The decision of the arbitrator will be final and binding. The party prevailing in the arbitration will also be entitled to recover any amount for his or her costs and attorney fees incurred in connection with the arbitration as determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) *Coverage Document Dispute Resolution.* The dispute resolution provisions in any Coverage Document shall apply for the matters to which such provisions are made applicable in the Coverage Document, and shall supersede the dispute resolution provisions of this Section 9.6. If a Coverage Document is silent, or the dispute resolutions contained within it do not apply to a particular dispute, the dispute resolution provisions of this Section 9.6 shall apply.

This First Declaration of Trust is executed by the Sponsoring Member and by the Trustees, who by affixing their signature hereto, agree to accept their appointment as Trustees under this First Restatement of the Declaration of Trust of the Special Districts Insurance Services Trust as of the Effective Date.

SPONSORING MEMBER:

Special Districts Association of Oregon

By: 

Its: _____

TRUSTEES:

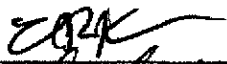
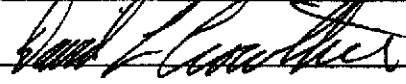
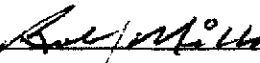
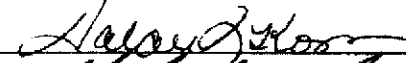


Position No. 1	<u></u>
Position No. 2	<u></u>
Position No. 3	<u></u>
Position No. 4	<u></u>
Position No. 5	<u></u>
Position No. 6	<u></u>
Position No. 7	_____

EXHIBIT A
FORM OF
JOINDER TO TRUST AGREEMENT
FOR INITIAL MEMBERS

By execution of this Joinder, the undersigned public body hereby agrees to become a party to, and is bound by, the First Restatement of Declaration of Trust of the Special Districts Insurance Trust effective as of April 1, 2014 (and as the same may be amended, supplemented or otherwise modified from time to time, the "Agreement"), by and among the Trustees and the Members, in the same manner as if the undersigned were an original signatory to such Agreement.

The undersigned represents and warrants that (i) the undersigned has received a copy of, and has reviewed the terms of, the Agreement and all related or relevant documents and agreements, (ii) undertakes to become a Member of the Special Districts Insurance Trust with all the rights and obligations thereof, and (iii) such undertaking has been duly authorized as an intergovernmental agreement to create a program of self-insurance pursuant to ORS 30.282.

Capitalized terms used but not defined in this Joinder shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this ___ day of _____, 2014.

[Name of District]

By: _____

Name: _____

Title: _____

Address for Notices:

With copies to:



Bylaws of the RIDE CARE Advisory Committee

ARTICLE 1 - NAME

Section 1 Name:

The committee shall be known as the RIDE CARE Advisory Committee.

ARTICLE II - GENERAL PURPOSE, ROLES AND RESPONSIBILITIES

Section 1 Purpose:

The objective of the advisory committee shall be to improve and maintain the quality of RIDE CARE by advising Sunset Empire Transportation District, Department of Medical Assistance Program (DMAP) and the Coordinated Care Organization (CCO) on the plans, policies and programs of the brokerage system.

Section 2 - Roles and Responsibilities:

In carrying out its purpose the committee shall:

- a. Provide a forum for the discussion of transportation services and maintain communication with transportation providers, agencies and riders.
- b. Educate staff and transportation providers of changing processes affecting Non-Emergent Medical Transportation (NEMT) services to our clients.
- c. Provide a forum in which Medicaid clients present public compliments or service improvements.
- d. Provide assistance with the education of Medicaid clients regarding all aspects of NEMT brokerage services.

ARTICLE III - MEMBERS, OFFICES AND VACANCIES

Section 1 Membership:

Membership will be composed of the following categories:

The committee shall be composed of a maximum of 9 members and a minimum of 5 members. Of those members, a minimum of one (1) member will be drawn from advocates for and users of the brokerage service. The remaining members will be drawn from the professional Medicaid community.

SETD shall provide 2 non-voting members consisting of 1 SETD Commissioner and the RIDE CARE manager. The SETD commissioner shall be appointed by the SETD Board Chair.

Section 2 - Member Responsibilities:

The membership is expected to gain a working knowledge of RIDE CARE plans, policies, programs and participate in scheduled meetings and serve on subcommittees as needed.

Section 3 - Terms of General Committee Membership:

Members may apply and be considered for reappointment through the established nomination and appointment process per Section 1 Membership.

Section 4 - Chair:

The RIDE CARE Advisory Committee shall select from its membership a Chair who shall preside at all meetings of the Committee. The Chair will appoint members to other subcommittees and designate subcommittee chairs as needed. The Chair shall also perform such other duties from time to time as may be request by the committee.

Section 5 - Vice Chair:

The committee shall select from its membership a Vice Chair who, in the absence or inability of the Chair to serve, the Vice Chair shall perform all of the duties of the Chair. The Vice Chair shall also perform such other duties from time to time as may be request by the committee.



Section 6 - Chair as Presiding Officer:

The Chair shall be responsible for the maintenance of order and decorum at the RIDE CARE Advisory Committee meetings and shall control the conduct of the meeting. The Chair shall determine all points of order subject to the right of any member to appeal the determination to the entire committee. In the event of an appeal, the majority decision of the committee shall govern and conclusively determine any question of the order.

Section 7 - Staff Roles and Responsibilities:

RIDE CARE Manager shall designate staff to prepare meeting notices, agendas and minutes for the RIDE CARE Advisory Committee and subcommittee meetings as required. Staff will assist the committee in orientation, development of the annual work plan, and the preparation and presentation of background information concerning agenda items. RIDE CARE Manager will furnish technical assistance as appropriate to carry out the committee's work plan.

Section 8 - Selection and Terms of Chair and Vice Chair:

During the regular meeting in July of each year, or at any time when there may be a vacancy in the office of Chair or Vice Chair, the committee shall elect a Chair and Vice Chair from its membership. The Chair and Vice Chair shall serve at the direction of the committee and either may be removed by a majority vote.

The Chair and Vice Chair shall assume their duties beginning in July and shall serve for the terms of one year ending the following June.

Section 9 - Participation and Vacancies:

Attendance and participation is highly valued by the committee. In the event that a member has three (3) unexcused absences in a 12 month period, the committee will review the circumstances and make a determination on whether the member's position should be considered as vacant.

When a vacancy occurs by resignation or through absence, the committee shall determine whether to fill the position through the regular annual nominating process or to make a recommendation to the Committee on an appointment prior to that time. When the decision is to fill a vacancy, it shall be done within sixty (60) days. Appointments to fill vacancies, which occur during a membership term shall be for the remaining duration of the term being filled. All appointments to fill vacancies shall sent to the SETD Board of Commissioners for approval.

ARTICLE IV - MEETINGS

Section 1 - General:

The Committee shall meet once per Quarter: July, October, January and April. The Chair can call additional meetings when needed.

Section 2 - Quorum

A quorum shall be defined as at least a majority of voting members as it pertains to actual membership. In a 9 member committee this would mean 5 voting members would have to be present.

Section 3 - Voting:

Each voting member of the Committee has a single vote. Members must be present to vote.

Section 4 - Conflicts of Interests:

Any time a voting member determines that he or she has a conflict of interest on the issue being voted on, that member shall excuse himself or herself from voting on that issue.

Section 5 - Actions:

All actions of the Committee shall be by motion passed by a majority of the members present and voting. Following the vote, the Chair shall announce whether the motion carried or was defeated.



RIDE CARE

Section 5 - Adjournment:

The RIDE CARE advisory committee may adjourn any meeting to a time and place specified in the motion of adjournment, but not beyond the next regular meeting.

ARTICLE V - AGENDAS, MINUTES, AND RECOMMENDATIONS

Section 1 - Agendas:

RIDE CARE Manager shall prepare and submit to the Chair a draft agenda for each regular meeting ten days prior to the meeting date. The Chair may make changes to any proposed agenda and the order of items thereon.

RIDE CARE Manager shall be responsible for the distributing the final agenda including preparing and/or compiling the associated agenda materials for each meeting. RIDE CARE Manager will distribute the agenda and associated action items materials to all Committee members to assure that they are received five (5) days in advance of the meeting.

Section 2 - Minutes:

Minutes of each Committee meeting shall be prepared by RIDE CARE Manager and distributed before next meeting.

ARTICLE VI - AMENDMENTS

These Bylaws may be amended only by a majority vote of the RIDE CARE Advisory Committee voting members. These Bylaws shall be reviewed from time to time as circumstances require.

Approved by the Board of Commissioners for the Sunset Empire Transportation District, this ___of___,2014

X

Kathy Klesic (Board Chair)

X

Carol Gearin (Secretary Treasurer)



SUNSET EMPIRE TRANSPORTATION DISTRICT

PUBLIC PARTICIPATION PLAN

STATEMENT OF COMMITMENT

Sunset Empire Transportation District (SETD) is committed to providing an open and transparent decision-making process to which Clatsop County residents has equal access. SETD will actively solicit the involvement of citizens in the public decision-making process, through public notification, media exposure, community public meetings with comment opportunities in person, over the phone and in writing.

In addition efforts will be made to offer early and continuous opportunities for the public to be involved in the identification of social, economic, and environmental impacts of proposed transportation decisions. This includes seeking out and considering the viewpoints of minority, low-income, and Limited English Proficient (LEP) populations as well as older adults and persons with disabilities. These actions will ensure our compliance with the Federal Transit Administration (FTA) Circular 4702.1B (“Title VI Requirements and Guidelines for Federal Transit Administration Recipients”).

PUBLIC INVOLVMENT PURPOSE

The Plan shall be designed to:

1. Ensure responsiveness to the level of interest and concern expressed by the public.
2. Ensure visibility, transparency and understanding by the agencies, groups and individuals who may participate in our process.
3. Ensure that public involvement is carefully and systematically included as part of the decision-making process.

PUBLIC INVOLVMENT PRINCIPALS

The following principles will be used to develop and implement Public Involvement

for Transit District projects and programs:

1. When a project (e.g., construction activity) may affect a neighborhood, special neighborhood meetings will be scheduled early in the project planning process. Notices will be sent to organized neighborhood groups and any individual who has requested notification.
2. All public meeting notices shall be written in clear, concise and understandable language, and will incorporate graphics when it aids the message. The notices will clearly be identified as a SETD notice including our name and logo. The theme font will be consistent and font size will be no smaller than 14. They will be printed in English and Spanish.
3. The Public Involvement Process will reflect SETD's dedication to provide early and continuous opportunities for the public to be involved in the identification of the impacts of proposed decisions. It will also reflect SETD's desire to seek out the viewpoints of minority, low-income, and Limited English Proficiency (LEP) populations, as well as older adults and people with limited mobility, in the course of conducting public outreach and involvement activities, consistent with SETD's Title VI Program, Executive Order 13166 on access for individuals with Limited English Proficiency, and U.S. Department of Transportation (DOT) LEP Guidance..
4. Public meetings will be held in locations that are accessible to transit riders and people with disabilities, and will be scheduled at times that are convenient for members of the public.
5. Public meeting, special meeting and open house notices will be broadly advertised in the community in both English and Spanish (e.g., through posters onboard buses and at major transit stops and facilities, the SETD website, local print media, social media, and email notification to SETD's outreach mailing list) including the availability of onsite language assistance when requested.

TARGETED PUBLIC OUTREACH

During development of the Public Involvement Plan and/or planning for public engagement in general, SETD will incorporate strategies intended to promote involvement of minority and LEP individuals in public participation activities, as appropriate for the plan, project, or service in question, and consistent with federal Title VI regulations, Executive Order 13166 on Limited English Proficiency, and the U.S. Department of Transportation LEP Guidance.

At a minimum SETD staff will consider implementing the following public

engagement strategies to complement the appropriate plan, project, or service:

- Use supplemental outreach strategies such as surveys and comment cards regarding SETD projects or proposed service changes.
- Partner and network with community organizations to engage members of the public who are less likely to attend traditional public meetings through means such as surveys and focus groups. SETD maintains a list of current and potential future community partners.
- Attend community events and meetings of neighborhood associations, faith-based organizations, advocacy groups, and other groups to solicit feedback from diverse members of the public.

SETD staff may consult FTA Circular 4703.1 (“Environmental Justice Policy Guidelines for Federal Transit Administration Recipients”) for additional strategies that may be incorporated into the Public Involvement Plan.

PUBLIC COMMENT FOR FARE OR MAJOR SERVICE CHANGES

It is the commitment of SETD to solicit public opinion and consider public comment before raising fares or implementing a major service change.

A public hearing is required prior to implementation of a fare increase or a major service change. A **“major” service change is defined as a modification that affects 15% or more of a single route or 15% or more of all routes.** Additional public involvement strategies, such as public meetings, neighborhood meetings, or other outreach to affected individuals will be implemented as appropriate to solicit public comment for consideration in advance of the public meeting. Public comments received will be compiled and considered prior to finalizing SETD’s recommendation to the Board of Commissioners regarding a fare increase or major service change. A summary of the public comments received will be provided as part of the staff report submitted to the SETD Board of Commissioners for the fare increase or major service reduction in question. It will be entered as public comment into the appropriate meeting minutes. Information about scheduled public meetings is available via:

1. Bus Postings- Postings at transfer points and Major Bus Shelters
2. Transit Center Postings
3. SETD website
4. Appropriate venues, such as senior centers, human service organizations and with community partners
5. Email notification, email lists and social media

All comments received are reviewed by SETD staff and considered in the final recommendations to the Board of Commissioners. The goal of SETD is to always provide the best possible service to the most current riders or potential riders.

July Operations Report

1. Wraps are completed on new buses
2. Ridership numbers continue to climb.
3. Sent drivers to Defensive Drivers and Pass class in ST. Helens.
4. Of course we have had major adjustments to deal with in the area of leadership. All is going well.
5. We survived Volleyball week end, this is always a challenge. The next big week end will be Hood to Coast.
6. There has been a lot of road construction; this is needed but also challenging.
7. With a team effort the grant application for 2 more buses that will benefit Fixed Rt. and ParaTransit has been completed, Thank you Diane.



RIDECARE

8/13/14

RIDECARE manager's report for July

Quick Hits:

- Attended a CPCCO (Columbia Pacific CCO) contract negotiations meeting 7/3
 - Attended NEMT rules committee's final meeting 7/7
 - Started new hire process with HR 7/7
 - Met with DHS regarding Child Welfare contract items. 7/11
 - Attended local CHART group meeting. 7/14
 - New hire interviews held 7/21-7/25
 - Attended brokerage manager's meeting in Salem 7/25
 - Held a Passenger Assistance and Defensive Driving classes on 7/28 and 29th.
 - Bylaws for advisory committee completed 7/28
1. The Columbia Pacific CCO and Ridecare's contract negotiation team of Jason, Diane Moody, John and Julia Takko started meetings to discuss the details leading up to an October 1 live date. The meetings went well as both groups have questions and provide answers during the time. The Columbia Pacific CCO came to our location and were very impressed with our call center and the people working within it.
 2. With Eric Barton now over at the Transit Center, Ridecare started the hiring process through Lori on 7/7. We hope to have someone in place before August.
 3. Jason sits on a board for the local Community Health and Resource Team (CHART). We had our monthly meeting to discuss how all members' respective positions can help make the community healthier through practical involvement.
 4. Jason and Lori interviewed potential new hires from 7/21 to 7/25. Selection was made thus triggering the background work by Lori before offering of the job of Customer Services Representative.
 5. Attended our regular quarterly brokerage managers' meeting in Salem on 7/25 where we learned that DMAP was almost completely out of the transportation business. Oregon Health Authority (OHA) will be the holders of the States Medical transportation contracts after October 1. NOTE: When all is said and done, Ridecare will have an NEMT contract with the Columbia Pacific CCO and a contract with OHA to run the clients that did not or will not be transitioned over to the Columbia Pacific CCO.
 6. Passenger assistance and Defensive Driving classes held in Columbia County this time. 13 drivers had their certificates updated and 1 had training for the first time. Columbia County Rider's Executive Director Janet Wright attended both classes.
 7. Basic Ridecare stats: Total rides July 2014 (5,153), July 2013 (4,283) Increase of 870 trips. **Gas Vouchers are 25% of all trips recorded (2nd most cost effective) Volunteers are #2 at 19% of all rides.** Our average cost per ride is: \$35.31 (down \$3per trip). **Our service complaints were 4.** Phone calls: July 2014 (6,053), July 2013 (4,593) +1,460 (nice increase in overall business)
 8. Our Ridecare Advisory Committee met and completed a final draft of the revamped bylaws. We look to have the bylaws ready for the August board meeting for a vote to pass the new bylaws.

Sunset Empire Transportation District

Marketing/Outreach Report

July 2014

Mary Parker

CONNECTOR-I participated in the July Connector teleconference meeting. The Connector is alive and well and gaining steam. A new marketing campaign is to be launched in August that is focusing on the "Valley to the Coast". The campaign is being handled by a marketing firm in Portland. Signage and design is great and there is an opportunity for us to utilize this new push for the coast to increase our Connector marketing and revisit our Connector pass sales. Another move forward was the discussion about including the NW Point Bus into the Connector program. This had been discussed as a possible partnership in the beginning of the Connector program but was not developed. It sounds like it is being looked at again by both sides as something that is doable. This means SETD will have an additional Connector Route to Portland.

ASTORIA WARRENTON CHAMBER-Grace, Lis and I met with the Skip Hauke and Jim Servino at the Astoria Chamber to discuss the outreach opportunities and support that the Chamber can assist us with on several levels. We discussed the upcoming Drive Less Connect Challenge in October and how to link into the Colombia Crossing event during that same time period. We also discussed local outreach, coordinating future bus wrap designs, upcoming annual events and upcoming special events. There was a lot of great brainstorming and recommendations that came out of this meeting. The Chamber will develop and present outreach recommendations and options at our next meeting.

CHAMBER BREAKFAST-I attended the Astoria Warrenton Chamber Breakfast and talked about the summer passes and distributed bus schedules and talked about the Route 10 being a great tourist route that businesses could recommend to our visitors.

Other projects:

- Bus Wrap design finalized
- New exterior signage project finalized

Aug 10, 2014

Lori Karl, HR Report

(July happenings☺)

On July 2nd we announced that Grace Tanuvasa had been chosen as the employee of the quarter. Here is what went on our website:

Congratulations to Grace Tanuvasa!

Grace Tanuvasa has been chosen as our, Sunset Empire Transportation District's, **Employee of the Quarter** for July 2014. Grace has been with SETD since January 2013. She started out part-time in the Mobility Management department as a Mobility Assistant, then in July of that same year she became full-time splitting her time with her current position and then as a Transportation Options Assistant.

When Grace came to work for us she had a unique perspective. She was already a bus rider and used the bus as her main source of transportation. She grew up riding the bus in Hawaii and her experiences made her a natural assisting riders with information and providing excellent customer service.

She has been a reliable and outgoing addition to our Mobility team and has taken on the building of the Transportation Options program with enthusiasm and drive. We can all count on her to assist with projects and help out when needed to cover shifts.

We are proud to have Grace as a part of our SETD family!

July 16th was our regular monthly Safety Committee Meeting. The committee voted on a Chair and Vice Chair. I was elected Chair and Shasia Holthusen Fry, Operations Assistant, was voted as Vice Chair.

On July 18th all quarterly payroll tax information (941 Quarterly and Oregon) was filed.

Jason and I held interviews during the week of the 21st for a Client Services Representative (CSR) for the NWRC department. We had some outstanding interviewees. On July 31st we hired Sarah Descrochers. She comes to us with lots of medical office experience. The whole team at the NWRC is excited for the addition.

Sunset Empire Transportation District

900 Marine Drive – Astoria, Oregon 97103
Phone: (503) 861-5385 – Fax: (503) 861-4299
Email: Tami@ridethebus.org

RIDE ASSIST

Tami Carlson
Paratransit Supervisor

Monthly Report: July 2014

- July 1st Shasia Fry went from part-time to full-time “Operation’s/ParaTransit Assistant”.
- July 4th Paratransit provided a total of 10 rides with one driver. Most transports on the holiday were to dialysis treatment. Clients were very thankful to have transportation services that day.
- On July 28th & 29th drivers participated in the PASS and Defensive Driving classes held in Columbia County.
- Dial-a-ride service is a work in progress. We are working on procedures and marketing for the program.
- In July Paratransit provided 652 rides; an average of 28.3 riders per day.
- 44% of the current Paratransit applicants used the service in July.
- This month 25 Veteran riders used the service.
- There were 10 new ADA Paratransit applications received and 10 approved.
- The Paratransit drivers sold 14 ticket books totaling \$366.00.
- Fare collection was successful but decreased by \$110.00 from last month.

Paratransit Fares Collected for July: \$5,664.00

- Para-transit Fares: \$560.00
- Tickets Collected: \$394.00
- Medicaid: \$4,710.00

Mobility Management Update

July/August 2014

Compliance:

Title VI Program due to ODOT- the Title VI Program will be taken to the Board of Commissioners at the August meeting. They will be asked to review and approve the Program. I will give a power point presentation at the meeting.

Public Participation Plan- This is part of the Title VI Program. This will go to the Board meeting in August.

ADA Paratransit applications- Tami has sent over applications with her recommendations on type of eligibility. I will review them and take her recommendations further into assessments depending on her notes.

Safety Committee- meeting on Wednesday August 20th.

Completed year end Mobility Management Report for ODOT.

Outreach:

Schedule Delivery- Seaside, Warrenton, Gearhart, Knappa/Svensen and Astoria completed by the Mobility Staff. Cannon Beach will be completed by the end of August. New delivery excel sheet is in checklist form with placement information, number of schedules and contact person. The TEAM has imputed additions for outreach.

Veterans Stand Down and Reverse Job Fair will be in September 20th. Mobility/T.O will have a resource table and be conducting a Veterans transportation survey.

Clatsop Community College new student orientation is September 25th. Mobility and T.O will be present to promote Drive Less Connect and SETD Quarterly bus passes.

Association for Travel Instructors- Rachelle is attending her first conference in Portland. This conference will be essential in her learning how to provide travel training to bus riders.

Job Corps Class- Rachelle attended with me to see the presentation as she may need to fill in at times.

Transit Center:

Longview/Kelso Amtrak station- Mobility staff has completed a Connector Card that shows pictures for way finding purposes for making trips on the Columbia Connector to Kelso.

Trespass Notice- This internal document will provide protection to the employees and public when a person has displayed multiple inexcusable actions or behaviors that make them unsafe to the public and employees. This document will accompany a ledger/incident report of the person's actions, our actions and any law enforcement involvement.

Hostel Cards- Mobility has completed cards for Astoria and Seaside. These cards will assist travelers with information on local hostels.

Rider Calendar- A rider calendar will be posted on the cork board in the lobby with all SETD happenings including when to buy passes, events to take the bus to, closures and other important rider information.

Transportation Options:

Outreach- Grace, Mary and I met with the Chamber in Astoria to get information on increasing our membership status to be eligible for sponsorship opportunities for the T.O Program. We will meet again this week with the Chamber to keep conversation going and see the presentation of activities they think we will best be matched up with.

Materials for the Drive Less Challenge ordered. Mode kit supplemental materials ordered. Tillamook and Columbia County items ordered.

Monthly Drive Less Connect call provided information and updates on the states partnering programs.

Grace's last day will be September 26th.

Hiring a new Transportation Options assistant to continue the Tri-county program as Grace leaves us to go back to Hawaii. Taking applications currently and closing August 27th.

Tillamook site visit and Columbia site visit planned for September. The site visits will include the transit offices, bike shops and Chambers of Commerce. This will be in preparation for the Drive Less Connect Challenge coming in October.

IS Report – July 2014

Phones and Computers

Admin

- We are looking into options for recording the board meetings.

Mobility

- Nothing New

NWRC

- Jason is working with his new computer and reports that he is able to do everything that he needs to do. Right now he needs to remote into his old computer to use OBSS and Chronical. We plan to setup a virtual machine so we can use old computer for other uses. I found this to be a success as Jason is a natural with the Apple operating system and reports that he works more efficient with the MacBook. Unfortunately, it took much more time to integrate the MacBook into our network. We will continue to purchase Windows based computers in the future.
- Starting to send files back and forth with the CCO.
- Setup a phone and computer for Sarah, the new RideCare employee.

OPS

- Still have a few buses that are not working with our tracking system. The good news is that we can track the new buses.

Maps, Schedules and Website

- Revised Schedule for new Printing. Updated website with revisions.

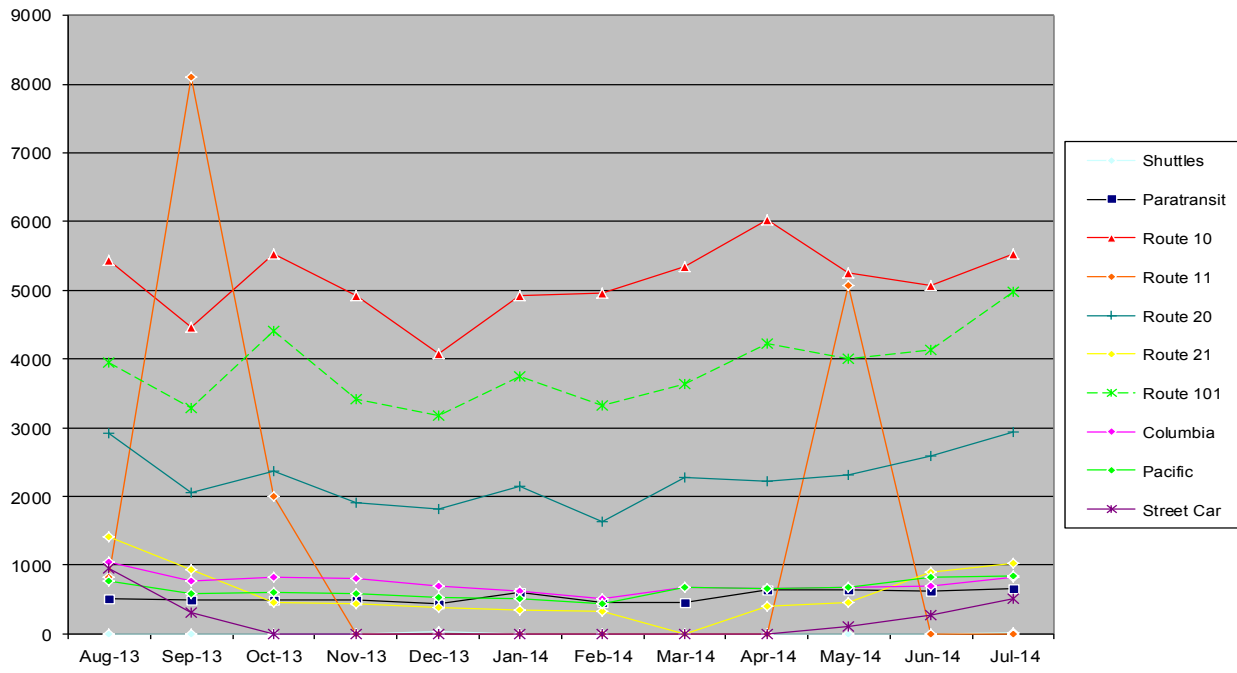
Conferences and Training

- Nothing New

Other

- Nothing New

SETD Rides



Rider Breakdown by Route

