



**Sunset Empire Transportation District**

**BOARD OF COMMISSIONERS**

**BOARD MEETING AGENDA**

**TUESDAY JUNE 23, 2015**

**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 MAY 2015 MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS
8. OLD BUSINESS
9. CORRESPONDENCE
10. NEW BUSINESS
  - a. ODOT Agreement 30574 for STF Funding
  - b. ODOT Agreement 30751 for 5310 Funding
  - c. Cannon Beach Shuttle Intergovernmental Agreement
  - d. Donated Services Process
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORT
13. PUBLIC COMMENT (3 minute limit)
14. OTHER ITEMS

Sunset Empire Transportation District Board of Commissioners meetings are open to the public and accommodations will be provided to persons with disabilities. Alternative formats available on request. For assistance please contact Mary Parker at 503-861-5370.



**BOARD OF COMMISSIONERS  
MEETING MINUTES  
May 28, 2015**

1. CALL TO ORDER- Chair Kathy Kleczek called the meeting to order at 9:00 AM.
2. ROLL CALL:  
Present: Chair Kathy Kleczek, Commissioner Kevin Widener, Commissioner Neal Smith, Commissioner Mitch Mitchum and Commissioner Carol Gearin. Commissioner Paul Lewicki and Commissioner Rae Goforth were excused.  
  
Staff Present: Executive Director, Jeff Hazen, Executive Assistant Mary Parker, Operations Manager Scott Earl, Financial Officer Diane Moody, HR Officer Tami Carlson,, RideAssist Coordinator Carol Penuel, IS John Layton, Mobility Lis Pietila, TO Shasia Fry and IT Konnor Claborn.
3. CHANGES TO AGENDA- None
4. SETD 2015-2016 BUDGET HEARING-  
Chair Kleczek opened the budget hearing and asked for public comment. There was none.  
Budget Officer Executive Director Hazen gave a brief overview of the 2015-2016 Budget.  
Chair Kleczek asked for a motion to approve Resolution 2015-03 approving the 2015-2016 Budget as approved by the Budget Committee.  
    Commissioner Mitchum moved to approve Resolution 2015-03 adopting the Budget as approved by the Budget Committee.  
    Commissioner Gearin seconded the motion  
    Motion passed by unanimous aye vote of all commissioners present  
    Chair Kleczek announced that the 2015-2016 Budget passed unanimously  
  
Commissioner Gearin asked if the Board needed to declare and categorize the taxes. Executive Director Hazen said that was stated on page 2 of Resolution 2015-03.  
Chair Kleczek read Resolution 2015-03 to the Board for clarification.  
  
Executive Director Hazen reported that the Capital Reserve Fund is required to be reviewed to determine if it is to continue or be abolished within 10 years after it has been established. Executive Director Hazen recommended that the review take place once a year. Chair Kleczek asked that all Commissioners in favor of reviewing the Capital Reserve Fund once a year say aye. All Commissioners present said aye.
5. PUBLIC COMMENT- None
6. APPROVAL OF THE APRIL 23, 2015 BOARD MEETING MINUTES-  
    Commissioner Widener moved to approve the April 2015 Board Minutes  
    Commissioner Smith seconded the motion  
    Motion passed by unanimous aye vote of Commissioners present
7. REPORTS FROM CHAIR AND COMMISSIONERS:  
**Commissioner Smith-** Reported that this would be his last meeting as a Commissioner. Chair Kleczek and the other Board members thanked him for his service to the District.  
**Commissioner Widener-** Reported that he had attended the TPAC meeting and there will be about 5 more meetings so Commissioner Widener asked that if anyone has any issues they want brought up to let him know. Chair Kleczek thanked Commissioner Widener for his participation in these meetings.  
**Commissioner Mitchum-** Asked what kind of information is made available to the local clinics about RideCare services. He reported that he had been at the Columbia Memorial Clinic and the receptionist there

was taking a call from a person that needed transportation to the clinic and the receptionist had no idea about the RideCare program. Commissioner Mitchum suggested that it would be very helpful if she would have had something that she could have referred to. Jason Jones said that the Columbia Pacific Coordinated Care Organization distributes that information to providers. Lis Pietila said that she and Executive Director Hazen had recently met with Providence Seaside Hospital and will be developing more outreach and training with the hospital staff and patients.

**Commissioner Gearin-** Reported that over 1000 people visited the museum from the last cruise ship which was a record breaker.

**Chair Kleczek-** Reported that she had attended the Grand Opening of the Seaside Kiosk which was well attended and that SETD received a lot of positive feedback and how good it is to see the District continuing to improve their image to the public and how people are responding to our willingness to grow and change in positive ways. Commissioner Gearin said that she had stopped by the Transit Center last Sunday and talked to 4 people that were told by the Cruise Hosts to take a taxi because there were no buses running. Chair Kleczek said she had also heard people say they were told that. There was discussion about other misinformation being given to and by the Cruise Hosts about the Route 12. Commissioner Mitchum said that Sue Gallagher is the Cruise Host Coordinator and should be told about this. Executive Director Hazen said he will contact her. Commissioner Mitchum also said that there were several emails have sent to the Cruise Hosts explaining Route 12 and that it is open to the passengers and the cruise ship crew.

8. FINANCIAL REPORTS:

Diane clarified that the net income on the April Exceptions report should be 107.8 %. There were a few other questions discussed and clarified.

Commissioner Gearin moved to approve the April 2015 Financial Report as presented.

Commissioner Mitchum seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

9. OLD BUSINESS- None

10. CORROSPONDENCE-

Executive Director Hazen said he believes that both unsigned letters presented were written by the same person and that the issues listed in the letters were discussed at the last Team meeting. Executive Director Hazen said he personally knows and will be talking to the transient person involved. Commissioner Gearin asked about asking the Astoria Police Department to help. Executive Director Hazen said the police stop by frequently and we do call them and they actually have a designated officer for the transient population. Commissioner Gearin said she is uncomfortable with staff going out and confronting someone. Executive Director Hazen said he is looking at an option that will resolve and solve the problems. Commissioner Widener said we can certainly enforce the no alcohol and tobacco problems and added that he had picked up 37 cigarette butts within 10 feet of a shelter and it is illegal. Chair Kleczek said she and Jeff had discussed creating some positive reinforcement for the non-smoking rider and create an area that smokers can be directed to so we are not putting staff in a situations they do not need to be in. Commissioner Mitchum asked if there was any way that passengers could remain on the bus when the driver is taking a break at the Transit Center. Commissioner Smith said that this had been tried in the past and someone on the bus got in the driver seat and drove the bus across the street and rammed it into the building. Commissioner Gearin asked about the drivers placing cigarette butts in the drain? Executive Director Hazen said that Scott had already addressed that. Lis Pietila also added that staff at the Transit Center can provide coverage on the bus when there is a passenger in a wheelchair so they do not have to leave the bus while the driver takes a break.

11. NEW BUSINESS- None

- a. ODOT AGREEMENT 30418 VEHICLE PURCHASE- Executive Director Hazen said that this grant is for the purchase of 2 new vehicles. Commissioner Gearin asked if we have the match. Executive Director Hazen said yes. Chair Kleczek asked if this grant would create more work for staff. Executive Hazen said staff is already routinely doing what is required. Commissioner Smith asked if these are new vehicles or replacements. Executive Director Hazen said that these will be replacements. Commissioner Gearin asked if the busses were gas or diesel. Scott Earls said these are gas buses. There was discussion on the ordering process and delivery details.

Commissioner Mitchum moved to approve Agreement 30418

Commissioner Widener seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

- b. ODOT AGREEMENT 30484 OPERATING

Executive Director Hazen said this is for the 5311 Grant for Operations and there is a match as specified.

Commissioner Widener moved to approve Agreement 30484

Commissioner Gearin seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

- c. CANNON BEACH INTERGOVERNMENTAL AGREEMENT-

Executive Director Hazen said there are 2 corrections, one on page 8 where the dates should be October 1, 2015 through June 30, 2016, another on page 6 where Thanksgiving and New Year's will be added as Holidays that will not have service. Commissioner Gearin asked about the short amount of time allowed between stops and how the bus would remain on time. Scott Earls said this is the schedule that has ran for several years and it averages out between the stops. Commissioner Gearin said it appears that we indemnify the City of Cannon Beach but they do not have to indemnify us. There was discussion and Executive Director Hazen said he agreed and would go back and rework the agreement to include Cannon Beach indemnifying us as well. Chair Kleczek also commented that she would like to see us look at the times on our published schedules as she often hears that the bus is never on time. Chair Kleczek said has seen drivers speed up through intersections in Cannon Beach to possibly make up time and she does not want us to be encouraging unsafe situations and would want the public perception of us to be that the bus is usually on time not never on time. There was further discussion about how the buses in Seaside and Cannon Beach are rarely on time during the summer.

## 12. EXECUTIVE DIRECTOR REPORT-

Executive Director Hazen reported that we are submitting a proposal to take over the brokerage for Yamhill County for Non Emergent Medical Transportation, which means we would be arranging for the transportation but we would not set up an office there. Ridership in Yamill is about 2400 rides a month. Executive Director Hazen also reported that he has almost completed the Tiger Grant.

Executive Director Hazen reported that the Seaside Streetcar numbers were down last year mostly due to Mary not being able to do much marketing, however for the last month Mary has been marketing, meeting with people and really pushing the Streetcar. Executive Director Hazen also said that Bob who has driven the Streetcar for years had retired so McKenzie was chosen as the new driver and Bob had actually came in and rode the Streetcar with McKenzie the first day giving her pointers and information about the route. Executive Director Hazen reported that on Saturday which was the first day; last year had 14 riders and this year there were 93 and on

Sunday we had 114 and Monday we had 80 all of which are record setting numbers. Mary added that Eric is answering questions and promoting the Streetcar at the Kiosk and that the hotels and businesses were very happy to see the Streetcar starting up for the summer season.

Executive Director Hazen said he, Lis and Konnor will be going to the Community Transportation Expo in Tampa Florida June 1<sup>st</sup> through the 5<sup>th</sup>.

Executive Director Hazen reported there has been widespread advertising for Diane’s position in several northwest and country wide publications and organizations and he has received several applications. Executive Director Hazen has arranged to interview applicants in California when he travels there on vacation in June.

13. LEADERSHIP TEAM REPORTS-

14. OTHER ITEMS- None

Meeting was adjourned at 10:05 AM

Mary Parker, Recording Secretary

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

Date \_\_\_\_\_

*Mission Statement*

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

**SUNSET EMPIRE TRANSPORTATION  
GENERAL FUND  
Profit & Loss Budget Performance  
May 2015**

YTD Actual to Budget Target: 91.6%

	<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	%
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
4000 - FARES	29,826.89	18,749.00	237,575.91	225,000.00	12,575.91	105.6% *
4100 - CONTRACTED SERVICES - IGA	3,001.18	2,000.00	52,399.91	55,000.00	(2,600.09)	95.3% *
4200 - TAXES	5,907.47	11,000.00	840,788.51	850,000.00	(9,211.49)	98.9% *
4250 - TIMBER REVENUES	73,710.10	30,000.00	141,896.54	160,000.00	(18,103.46)	88.7%
4300 - MASS TRANSIT ASSESSMENT	0.00	0.00	48,144.82	55,000.00	(6,855.18)	87.5%
4305 - INTEREST	326.53	250.00	3,814.51	3,000.00	814.51	127.2% *
4310 - MISC INCOME	0.00	0.00	112.68	0.00	112.68	
4450 - RENTAL INCOME	760.00	825.00	10,251.24	12,000.00	(1,748.76)	85.4%
5001 - GRANTS	177,477.00	197,804.00	740,897.00	1,054,454.00	(313,557.00)	70.3%
<b>Total Income</b>	<u>291,009.17</u>	<u>260,628.00</u>	<u>2,075,881.12</u>	<u>2,414,454.00</u>	<u>(338,572.88)</u>	<u>86.0%</u>
<b>Gross Profit</b>	291,009.17	260,628.00	2,075,881.12	2,414,454.00	(338,572.88)	86.0%
<b>Expense</b>						
6000 - PAYROLL WAGES	115,226.70	80,776.00	884,226.10	969,314.00	(85,087.90)	91.2%
6200 - PAYROLL TAXES & W/C - EMPLOYER	12,302.01	14,918.00	118,774.27	174,470.00	(55,695.73)	68.1%
6300 - BENEFITS	19,791.87	22,666.00	220,996.07	271,992.00	(50,995.93)	81.3%
6560 - PAYROLL EXP (OUTSOURCED FEES)	144.60	0.00	874.90	0.00	874.90	
6605 - REIMBURSED EXPENSES - p/r acct	140.00	0.00	710.00	0.00	710.00	
8010 - BANK CHGS/FEES	232.75	244.00	2,690.20	3,076.00	(385.80)	87.5%
8055 - AUDIT	0.00	0.00	17,949.80	18,240.00	(290.20)	98.4% *
8155 - LEGAL ADS	210.14	128.00	503.18	1,520.00	(1,016.82)	33.1%
8160 - PROFESSIONAL SERVICES	0.00	1,900.00	5,131.70	22,800.00	(17,668.30)	22.5%
8167 - LEGAL COUNSEL	0.00	633.00	4,247.88	7,600.00	(3,352.12)	55.9%

**SUNSET EMPIRE TRANSPORTATION  
GENERAL FUND  
Profit & Loss Budget Performance  
May 2015**

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to Annual Budget</u>	
<b>YTD Actual to Budget Target: 91.6%</b>					<b>\$ (Under)</b>	
					<b>\$ Over</b>	<b>%</b>
8170 · EDUCATION/OUTREACH	336.50	2,277.00	4,713.46	27,330.00	(22,616.54)	17.2%
8175 · NEWSPAPER ADS	204.09	228.00	2,159.22	912.00	1,247.22	236.8% *
8180 · OFFICE SUPPLIES	1,779.21	1,133.00	11,341.94	13,600.00	(2,258.06)	83.4%
8182 · OFFICE FURNITURE/EQUIPMENT	426.21	375.00	2,939.98	4,500.00	(1,560.02)	65.3%
8185 · POSTAGE-SHIPPING	55.03	65.00	899.61	910.00	(10.39)	98.9% *
8190 · PRINTING	2,648.25	833.00	7,750.63	10,000.00	(2,249.37)	77.5%
8195 · SUBGRANT PASS-THROUGH	0.00	0.00	1,846.54	2,200.00	(353.46)	83.9%
8205 · TAXES/LICENSE	0.00	50.00	95.00	600.00	(505.00)	15.8%
8250 · TELECOMMUNICATIONS	861.13	833.00	8,281.04	10,000.00	(1,718.96)	82.8%
8260 · RADIO SYSTEM-BUSES	0.00	0.00	4,143.24	5,000.00	(856.76)	82.9%
8300 · BLDG GROUNDS & MAINT	2,309.11	2,570.00	20,235.00	32,727.00	(12,492.00)	61.8%
8350 · INSURANCE	0.00	0.00	26,494.55	51,456.00	(24,961.45)	51.5%
8360 · FUEL	9,456.82	21,846.00	113,626.47	262,160.00	(148,533.53)	43.3%
8460 · UTILITIES	1,436.58	1,400.00	16,430.96	19,000.00	(2,569.04)	86.5%
8465 · JANITORIAL SERV & SUPPLIES	345.37	633.00	2,634.62	7,600.00	(4,965.38)	34.7%
8480 · UNIFORMS	269.37	800.00	4,707.00	7,600.00	(2,893.00)	61.9%
8500 · DONATIONS/GIFTS/CONTRIB	45.00	0.00	2,164.01	0.00	2,164.01	
8501 · DONATIONS CLEARING	-45.00	0.00	-2,089.01	0.00	(2,089.01)	
8550 · D/A SCREENING & BACKGROUND CKS	97.75	208.00	587.94	2,500.00	(1,912.06)	23.5%
8560 · DUES/SUBSCRIPTIONS/FEES	110.85	450.00	17,613.97	13,720.00	3,893.97	128.4% *
8570 · ELECTION FEES	0.00	0.00	0.00	4,940.00	(4,940.00)	0.0%
8575 · EMPLOYEE RECOGNITION	32.68	103.00	2,258.31	3,230.00	(971.69)	69.9%
8605 · VEHICLE MAINT & REPAIR	16,980.57	11,173.00	91,451.89	134,080.00	(42,628.11)	68.2%
8650 · COMPUTER INFO TECH SERVICES	766.75	4,160.00	46,849.33	49,913.00	(3,063.67)	93.9% *
8660 · SHELTER CLEANING/REPAIR	96.88	100.00	1,968.08	3,000.00	(1,031.92)	65.6%
8705 · SMALL TOOLS/MINOR EQUIPMENT	0.00	183.00	612.48	2,200.00	(1,587.52)	27.8%

**SUNSET EMPIRE TRANSPORTATION  
GENERAL FUND  
Profit & Loss Budget Performance  
May 2015**

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to Annual Budget</u>	
					<b>\$ (Under)</b>	
					<b>\$ Over</b>	<b>%</b>
<b>YTD Actual to Budget Target: 91.6%</b>						
<b>8750 · CONFERENCES/TRAINING/TRAVEL</b>	2,397.36	1,500.00	20,681.66	25,000.00	(4,318.34)	82.7%
<b>8780 · MEETING EXPENSE</b>	246.70	50.00	1,747.60	1,375.00	372.60	127.1% *
<b>Total Expense</b>	<u>188,905.28</u>	<u>172,235.00</u>	<u>1,668,249.62</u>	<u>2,164,565.00</u>	<u>(496,315.38)</u>	<u>77.1%</u>
<b>Net Ordinary Income</b>	102,103.89	88,393.00	407,631.50	249,889.00	157,742.50	163.1% *
<b>Other Income/Expense</b>						
<b>Other Income</b>						
<b>9150 · TRANSFERS IN</b>	0.00	0.00	0.00	0.00	-	100.0%
<b>Total Other Income</b>	0.00	0.00	0.00	0.00	-	
<b>Other Expense</b>						
<b>9600 · DEBT SERVICE &amp; INTEREST-FEES</b>	6,573.50	12,400.00	184,019.56	197,140.00	(13,120.44)	93.3% *
<b>9700 · CAPITAL EXPENSE</b>	13,055.00	21,688.00	68,886.69	216,880.00	(147,993.31)	31.8%
<b>9800 · CONTINGENCY</b>	0.00	0.00	0.00	216,456.00	(216,456.00)	0.0%
<b>9850 · TRANSFERS OUT</b>	0.00	0.00	50,000.00	50,000.00	-	100.0% *
<b>Total Other Expense</b>	<u>19,628.50</u>	<u>34,088.00</u>	<u>302,906.25</u>	<u>680,476.00</u>	<u>(377,569.75)</u>	<u>44.5%</u>
<b>Net Other Income</b>	<u>-19,628.50</u>	<u>-34,088.00</u>	<u>-302,906.25</u>	<u>-680,476.00</u>	<u>377,569.75</u>	<u>44.5%</u>
<b>Net Income</b>	<u><u>82,475.39</u></u>	<u><u>54,305.00</u></u>	<u><u>104,725.25</u></u>	<u><u>-430,587.00</u></u>	<u>535,312.25</u>	<u>124.3% *</u>



**SUNSET EMPIRE TRANSPORTATION**  
**Profit & Loss**  
**RIDECARE FUND**  
**Budget Performance**  
May 2015

YTD Actual to Budget Target: 91.6%

	Month Actual	Month Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
					\$ (Under) \$ Over	%
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
4305 · INTEREST	276.23		810.56	0.00	810.56	
4310 · MISC INCOME	0.00		55.00		55.00	
4400 · PROVIDER SERV REIMBURSEMENTS	256,399.00	546,636.00	2,921,114.59	3,931,000.00	\$ (1,009,885.41)	74.3%
<b>Total Income</b>	<b>256,675.23</b>	<b>546,636.00</b>	<b>2,921,980.15</b>	<b>3,931,000.00</b>	<b>\$ (1,009,019.85)</b>	<b>74.3%</b>
<b>Gross Profit</b>	<b>256,675.23</b>	<b>546,636.00</b>	<b>2,921,980.15</b>	<b>3,931,000.00</b>	<b>\$ (1,009,019.85)</b>	<b>74.3%</b>
<b>Expense</b>						
6000 · PAYROLL WAGES	28,206.66	24,168.00	237,313.42	290,026.00	\$ (52,712.58)	81.8%
6200 · PAYROLL TAXES & W/C - EMPLOYER	3,053.73	3,426.00	29,135.05	41,117.00	\$ (11,981.95)	70.9%
6300 · BENEFITS	5,442.66	8,994.00	64,865.69	107,926.00	\$ (43,060.31)	60.1%
6560 · PAYROLL EXP (OUTSOURCED FEES)	28.20	0.00	209.00	0.00	\$ 209.00	
7750 · RC PROVIDER SERVICES	223,566.90	325,270.00	1,883,303.72	2,019,250.00	\$ (135,946.28)	93.3% *
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	0.00	5,655.20	5,760.00	\$ (104.80)	98.2% *
8155 · LEGAL ADS	52.54	40.00	135.22	480.00	\$ (344.78)	28.2%
8160 · PROFESSIONAL SERVICES	186.00	0.00	3,143.30	5,000.00	\$ (1,856.70)	62.9%
8167 · LEGAL COUNSEL	0.00	50.00	4,561.62	2,400.00	\$ 2,161.62	190.1% *
8170 · EDUCATION/OUTREACH	0.00	0.00	0.00	0.00	\$ -	
8175 · NEWSPAPER ADS	156.08	0.00	323.20	400.00	\$ (76.80)	80.8%
8180 · OFFICE SUPPLIES	279.79	533.00	3,119.25	6,400.00	\$ (3,280.75)	48.7%
8182 · OFFICE FURNITURE/EQUIPMENT	0.00	216.00	173.48	2,592.00	\$ (2,418.52)	6.7%
8185 · POSTAGE-SHIPPING	0.00	50.00	328.37	500.00	\$ (171.63)	65.7%
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	711.86	860.00	9,765.18	10,325.00	\$ (559.82)	94.6% *

**SUNSET EMPIRE TRANSPORTATION**  
**Profit & Loss**  
**RIDECARE FUND**  
**Budget Performance**  
May 2015

	Month Actual	Month Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
					\$ (Under)	%
					\$ Over	%
<b>YTD Actual to Budget Target: 91.6%</b>						
<b>8300 · BLDG GROUNDS &amp; MAINT</b>	1,249.09	1,215.00	7,450.74	14,585.00	\$ (7,134.26)	51.1%
<b>8350 · INSURANCE</b>	0.00	0.00	3,759.30	5,354.00	\$ (1,594.70)	70.2%
<b>8400 · BUS PASSES</b>	2,610.00	500.00	13,559.50	6,000.00	\$ 7,559.50	226.0% *
<b>8460 · UTILITIES</b>	565.06	300.00	5,482.59	6,000.00	\$ (517.41)	91.4%
<b>8465 · JANITORIAL SERV &amp; SUPPLIES</b>	64.44	200.00	465.20	2,400.00	\$ (1,934.80)	19.4%
<b>8480 · UNIFORMS</b>	0.00	216.00	807.56	2,600.00	\$ (1,792.44)	31.1%
<b>8550 · D/A SCREENING &amp; BACKGROUND CKS</b>	171.00	125.00	1,211.56	1,500.00	\$ (288.44)	80.8%
<b>8560 · DUES/SUBSCRIPTIONS/FEES</b>	10.00	110.00	1,310.84	1,330.00	\$ (19.16)	98.6% *
<b>8570 · ELECTION FEES</b>	0.00	130.00	0.00	1,560.00	\$ (1,560.00)	0.0%
<b>8575 · EMPLOYEE RECOGNITION</b>	0.00	45.00	516.73	1,020.00	\$ (503.27)	50.7%
<b>8650 · COMPUTER INFO TECH SERVICES</b>	357.29	1,569.00	17,931.17	18,834.00	\$ (902.83)	95.2% *
<b>8725 · MISCELLANEOUS</b>	0.00	0.00	132.00	298.00	\$ (166.00)	44.3%
<b>8750 · CONFERENCES/TRAINING/TRAVEL</b>	0.00	541.00	2,704.14	6,500.00	\$ (3,795.86)	41.6%
<b>8780 · MEETING EXPENSE</b>	53.90	45.00	554.89	785.00	\$ (230.11)	70.7%
<b>Total Expense</b>	<u>266,765.20</u>	<u>368,784.00</u>	<u>2,297,917.92</u>	<u>2,723,226.00</u>	<u>\$ (425,308.08)</u>	<u>84.4%</u>
<b>Net Ordinary Income</b>	-10,089.97	177,852.00	624,062.23	1,207,774.00	\$ (583,711.77)	51.7%
<b>Other Income/Expense</b>						
<b>Other Income</b>						
<b>Total Other Income</b>	0.00	0.00	0.00	0.00	\$ -	100.0%
<b>Other Expense</b>						
<b>9600 · DEBT SERVICE &amp; INTEREST-FEES</b>	0.00	0.00	291,688.69	295,207.00	\$ (3,518.31)	98.8%
<b>9700 · CAPITAL EXPENSE</b>	0.00	0.00	12,733.00	12,843.00	\$ (110.00)	99.1%
<b>9800 · CONTINGENCY</b>	0.00	0.00	0.00	180,589.00	\$ (180,589.00)	0.0%
<b>9850 · TRANSFERS OUT</b>	0.00	0.00	0.00	0.00	\$ -	
<b>Total Other Expense</b>	<u>0.00</u>	<u>0.00</u>	<u>304,421.69</u>	<u>488,639.00</u>	<u>\$ (184,217.31)</u>	<u>62.3%</u>

**SUNSET EMPIRE TRANSPORTATION**  
**Profit & Loss**  
**RIDECARE FUND**  
**Budget Performance**  
 May 2015

YTD Actual to Budget Target: 91.6%

	<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>	
					\$ (Under)	
					\$ Over	%
<b>Net Other Income</b>	0.00	0.00	-304,421.69	-488,639.00	\$ 184,217.31	62.3%
<b>Net Income</b>	<u>-10,089.97</u>	<u>177,852.00</u>	<u>319,640.54</u>	<u>719,135.00</u>	<u>\$ (399,494.46)</u>	<u>44.4%</u>

**SUNSET EMPIRE TRANSPORTATION**  
**Balance Sheet**  
As of May 31, 2015

	<u>May 31, 15</u>			<u>May 31, 15</u>
<b>ASSETS</b>		<b>LIABILITIES &amp; EQUITY</b>		
<b>Current Assets</b>		<b>Liabilities</b>		
<b>Checking/Savings</b>		<b>Current Liabilities</b>		
<b>1000 · SETD</b>		<b>Accounts Payable</b>		
1005 · BUS FUND - CCB 02240	2,200.71	2010 · Accounts Payable		
1010 · ON-LINE PURCHASE CCB (7498)	281.54	2010A · SETD - A/P	9,370.17	
1020 · CASH - FISCAL AGENT (HRA)- SETD	1,592.08	2010B · NWRC - A/P	4,234.00	
1025 · LGIP 4992 (Operations)	663,609.83	<b>Total 2010 · Accounts Payable</b>	<u>13,604.17</u>	
1030 · PAYROLL - CCB (3950)	4,546.10	<b>Total Accounts Payable</b>	13,604.17	
1035 · CCB LOAN RES ACCT-CCB (2455)	75,222.54	<b>Other Current Liabilities</b>		
1040 · GENERAL FUND - CCB (3943)	168,661.65	2100 · PAYROLL LIABILITIES	18,587.10	
1045 · EMPLOYEES FUND - CCB (3935)	902.82	2106 · 2106 ANNUAL INSURANCE	13,286.61	
<b>Total 1000 · SETD</b>	<u>917,017.27</u>	2110 · Direct Deposit Liabilities	-17.05	
<b>1050 · RIDE CARE</b>		<b>2260 · DEFERRED REVENUE</b>	<u>26,535.94</u>	
1065 · CASH - FISCAL AGENT(HRA) - NWRC	507.92	<b>Total Other Current Liabilities</b>	<u>58,392.60</u>	
1080 · NWRC Reimb - CCB (3976)	456,955.62	<b>Total Current Liabilities</b>	71,996.77	
1085 · LGIP-RideCare	650,740.51	<b>Long Term Liabilities</b>		
<b>Total 1050 · RIDE CARE</b>	<u>1,108,204.05</u>	<b>2800 · INTERCOMPANY TRANSACTION</b>		
<b>1099 · TRANSFERS HOLDING ACCOUNT</b>	100.00	2820 · INTERCOMPANY RECEIVABLE	301,022.55	
<b>Total Checking/Savings</b>	<u>2,025,321.32</u>	2830 · INTERCOMPANY PAYABLE	<u>-301,022.55</u>	
<b>Accounts Receivable</b>		<b>Total 2800 · INTERCOMPANY TRANSACTION</b>	<u>0.00</u>	
1200 · ACCOUNTS RECEIVABLE	195,312.18	<b>Total Long Term Liabilities</b>	<u>0.00</u>	
<b>Total Accounts Receivable</b>	<u>195,312.18</u>	<b>Total Liabilities</b>	71,996.77	
<b>Other Current Assets</b>		<b>Equity</b>		
1205 · PROPERTY TAX RECEIVABLE	19,278.44	3050 · PRIOR PERIOD ADJ	152,927.00	
1410 · PREPAID INS/BENEFITS	624.68	3800 · FUND BALANCE SETD	609,987.31	
1499 · UNDEPOSITED FUNDS	5,363.85	3850 · FUND BALANCE NWRC	933,623.60	
<b>Total Other Current Assets</b>	<u>25,266.97</u>	3900 · RETAINED EARNINGS	3,000.00	
<b>Total Current Assets</b>	<u>2,245,900.47</u>	<b>Net Income</b>	<u>474,365.79</u>	
<b>TOTAL ASSETS</b>	<u><u>2,245,900.47</u></u>	<b>Total Equity</b>	<u>2,173,903.70</u>	
		<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,245,900.47</u></u>	

**SUNSET EMPIRE TRANSPORTATION  
GENERAL FUND  
A/R Aging Summary  
As of May 31, 2015**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
CITY OF CANNON BEACH - A/R	0.00	3,001.18	0.00	0.00	0.00	3,001.18
CLATSOP CRUISE HOSTS	0.00	11,901.00	0.00	0.00	0.00	11,901.00
CLATSOP SHERIFF	0.00	30.00	0.00	0.00	0.00	30.00
DHS-VOCATIONAL REHAB SERVICES	0.00	30.00	0.00	0.00	0.00	30.00
DHS - ASTORIA - SSP/0401	0.00	1.00	0.00	0.00	0.00	1.00
ISN	0.00	570.00	0.00	0.00	0.00	570.00
NW REGIONAL EDUCATION SERVICE DISTRICT	0.00	0.00	0.00	0.00	-3,020.00	-3,020.00
NWRC-PASSES	0.00	2,550.00	0.00	0.00	0.00	2,550.00
NWRC.	0.00	1,684.00	0.00	0.00	0.00	1,684.00
ODOT	0.00	177,477.00	0.00	0.00	0.00	177,477.00
P-ALLSTATE INSURANCE AGENCY	0.00	142.50	142.50	0.00	0.00	285.00
P-ANDI WARREN INSURANCE AGENCY	0.00	47.50	0.00	0.00	0.00	47.50
P-BITS N BYTES COMPUTER SERVICE	0.00	47.50	0.00	0.00	0.00	47.50
P-BRACHMANN, CAROL	0.00	47.50	0.00	0.00	0.00	47.50
P-CELLAR ON 10TH, THE	0.00	95.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	0.00	95.00	95.00	0.00	0.00	190.00
P-H&R Block	0.00	93.00	0.00	0.00	0.00	93.00
P-HIPFISH-PARKING	47.50	47.50	47.50	0.00	0.00	142.50
P-HOMESPUN QUILTS	0.00	95.00	0.00	0.00	0.00	95.00
PACIFIC NW WORKS	0.00	45.00	0.00	0.00	0.00	45.00
<b>TOTAL</b>	<b><u>47.50</u></b>	<b><u>197,999.68</u></b>	<b><u>285.00</u></b>	<b><u>0.00</u></b>	<b><u>-3,020.00</u></b>	<b><u>195,312.18</u></b>

**SUNSET EMPIRE TRANSPORTATION**  
**A/P Aging Summary**  
As of May 31, 2015

**GENERAL FUND**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
ALSCO	0.00	89.79	0.00	0.00	0.00	89.79
E-CARLSON, TAMI	0.00	20.00	0.00	0.00	0.00	20.00
E-CLABORN, KONNOR	0.00	40.00	0.00	0.00	0.00	40.00
E-MOODY, DIANE	0.00	20.00	0.00	0.00	0.00	20.00
E-PARKER, MARY	0.00	20.00	0.00	0.00	0.00	20.00
E-PIETILA, ELISABETH	0.00	40.00	0.00	0.00	0.00	40.00
EO MEDIA GROUP	0.00	280.17	0.00	0.00	0.00	280.17
GE COPIER LEASE	0.00	336.00	0.00	0.00	0.00	336.00
GREYHOUND	0.00	744.11	0.00	0.00	0.00	744.11
INDUSTRIAL DIESEL POWER, INC	0.00	1,298.32	0.00	0.00	0.00	1,298.32
JACKSON & SON OIL, INC.	0.00	5,423.48	0.00	0.00	0.00	5,423.48
MCCALL TIRE CENTER - Warrenton	0.00	303.02	0.00	0.00	0.00	303.02
NW NATURAL	0.00	134.18	0.00	0.00	0.00	134.18
O'REILLY AUTO PARTS	0.00	199.75	0.00	0.00	0.00	199.75
OFFICE DEPOT	0.00	131.51	0.00	0.00	0.00	131.51
SAFEKEEPING STORAGE CENTERS	0.00	274.00	0.00	0.00	0.00	274.00
WARRENTON AUTO PARTS	0.00	15.84	0.00	0.00	0.00	15.84
<b>TOTAL</b>	<b><u>0.00</u></b>	<b><u>9,370.17</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>9,370.17</u></b>

**RIDECARE FUND**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
NWRC-SETD-PARA	342.00	1,342.00	0.00	0.00	0.00	1,684.00
NWRC-SETD-PASSES	0.00	2,550.00	0.00	0.00	0.00	2,550.00
<b>TOTAL</b>	<b><u>342.00</u></b>	<b><u>3,892.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>4,234.00</u></b>

**SUNSET EMPIRE TRANSPORTATION**

**CHECK DETAIL 5000+**

May 2015

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
Check	EFT 5-31-15	05/05/2015	CLATSOP COMMUNITY BANK	1040 - GENERAL FUND - CCB (3943)	-6,573.50
Bill Pmt -Check	3082	05/01/2015	NWRC-HOT SHOT TRANSPORTATION	1080 - NWRC Reimb - CCB (3976)	-6,881.25
Bill Pmt -Check	3084	05/01/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-8,459.00
Bill Pmt -Check	3087	05/01/2015	NWRC-TILLAMOOK COUNTY TRANSPORTATION	1080 - NWRC Reimb - CCB (3976)	-27,340.50
Bill Pmt -Check	3088	05/01/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-14,434.47
Bill Pmt -Check	3096	05/11/2015	NWRC-K & M MEDIVAN	1080 - NWRC Reimb - CCB (3976)	-11,558.65
Bill Pmt -Check	3097	05/11/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-8,656.00
Bill Pmt -Check	3111	05/18/2015	NWRC-K & M MEDIVAN	1080 - NWRC Reimb - CCB (3976)	-11,844.34
Bill Pmt -Check	3112	05/18/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-10,564.00
Bill Pmt -Check	3118	05/18/2015	NWRC-TILLAMOOK COUNTY TRANSPORTATION	1080 - NWRC Reimb - CCB (3976)	-15,707.50
Bill Pmt -Check	3120	05/18/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-13,555.21
Bill Pmt -Check	3127	05/29/2015	NWRC-K & M MEDIVAN	1080 - NWRC Reimb - CCB (3976)	-15,725.73

**SUNSET EMPIRE TRANSPORTATION**

**CHECK DETAIL 5000+**

May 2015

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Paid Amount</u>
Bill Pmt -Check	3128	05/29/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-8,482.00
Bill Pmt -Check	3130	05/29/2015	NWRC-TILLAMOOK COUNTY TRANSPORTATION	1080 - NWRC Reimb - CCB (3976)	-17,981.75
Bill Pmt -Check	3131	05/29/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-13,763.83
Bill Pmt -Check	3140	05/22/2015	NWRC-K & M MEDIVAN	1080 - NWRC Reimb - CCB (3976)	-7,383.52
Bill Pmt -Check	3141	05/22/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-7,563.00
Bill Pmt -Check	3144	05/22/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-13,780.03
Bill Pmt -Check	E-006972	05/01/2015	CARD SERVICE CENTER	1040 - GENERAL FUND - CCB (3943)	-5,353.71
Bill Pmt -Check	15081	05/01/2015	JACKSON & SON OIL, INC.	1040 - GENERAL FUND - CCB (3943)	-5,615.75
Bill Pmt -Check	15121	05/11/2015	GARAGE EQUIPMENT	1040 - GENERAL FUND - CCB (3943)	-10,795.00
Bill Pmt -Check	15123	05/11/2015	TOLAR	1040 - GENERAL FUND - CCB (3943)	-24,018.00
Bill Pmt -Check	15128	05/11/2015	NWRC-WAPATO SHORES, INC	1040 - GENERAL FUND - CCB (3943)	-11,650.70



# Bill

SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
05/18/2015	0188 4/8 - 5/8

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

**PAID**

Bill Due 06/02/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
TRAVEL	HAZEN - 0667 TRANSIT DAY @ CAPITAL -	55.73		SETD
TRAVEL	APPLEBEES - MEALS TRANSIT DAY @ CAPITAL -	15.00		SETD
TRAVEL	CAPITAL PARKING - PARKING TRANSIT DAY @ CAPITAL -	391.60		SETD
POSTAGE-SHIPING	LA QUINTA - LODGING USPS - POSTAGE	4.00		ADMIN
OFFICE SUPPLIES	STAPLES - BUDGET BOOKS	74.86		ADMIN
OFFICE SUPPLIES	STAPLES - BUDGET BOOKS	18.72	NWRC.	ADMIN
EMPLOYEE RECOGNITION	SAFEWAY - SUPPLES	32.68		ADMIN
MEETING EXPENSE	SAFEWAY - TGM	30.00		TGM Project 2015-16
JANITORIAL SERV & SUPPLIES	FRED MEYER - FLOOR CLEANER - TC	64.98		OPER - 5311
MEETING EXPENSE	JONES - 0261 FRED MEYER - RIDE CARE ADVISORY - SUPPLIES	25.92	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT	98.00	NWRC.	RIDE CARE
MEETING EXPENSE	FRED MEYER - RIDE CARE ADVISORY	27.98	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT	82.30	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT	70.00	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT	96.58	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT	14.00	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT	10.13	NWRC.	RIDE CARE
OFFICE SUPPLIES	FRED MEYER -	22.73	NWRC.	RIDE CARE
OFFICE SUPPLIES	FRED MEYER -	14.95	NWRC.	RIDE CARE
OFFICE SUPPLIES	FRED MEYER -	18.21	NWRC.	RIDE CARE
	LAYTON - 0253			

# Bill

SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
05/18/2015	0188 4/8 - 5/8

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

**PAID**

Bill Due 06/02/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
TRAVEL	ORBITZ - TRANSPORTATION EXPO - LODGING - IT	453.97		ADMIN
TRAVEL	ORBITZ - TRANSPORTATION EXPO - LODGING - MOBILITY	453.97		MM-29308
TRAVEL	ALASKA AIR - TRANSPORTATION EXPO - AIRFARE - IT	415.70		ADMIN
TRAVEL	ALASKA AIR - TRANSPORTATION EXPO - AIRFARE - MOBILITY	415.70		MM-29308
SOFTWARE-SUBSCRIPTIONS	ADOBE SUBSCRIPTION	39.98		ADMIN
SOFTWARE-SUBSCRIPTIONS	GODADDY - SETD MANAGEMENT DOMAIN	163.92		ADMIN
SOFTWARE-SUBSCRIPTIONS	GODADDY - SETD MANAGEMENT DOMAIN	40.98	NWRC.	ADMIN
OFFICE SUPPLIES	HOME DEPOT - EXTENSION CORD - IT OFFICE	69.97		ADMIN
COMP PERIPHERALS	HOME DEPOT - NETWORK CABLE FOR RIDE CARE	60.79	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT - SCREWS - FIX TRANSIT CENTER DOOR	1.18		OPER - 5311
SOFTWARE-SUBSCRIPTIONS	ITUNES - PDF SOFTWARE - EXECUTIVE ASST.	4.99		ADMIN
OFFICE SUPPLIES	MOODY - 0469 STAPLES - ENVELOPES	49.99	NWRC.	ADMIN
OFFICE SUPPLIES	AMAZON.COM - CURRENCY COUNTER - OPS	246.31		OPER - 5311
POSTAGE-SHIPING	USPS - POSTAGE	51.03		OPER - 5311
SOFTWARE-SUBSCRIPTIONS	SMARTSHEET - SOFTWARE	16.00		ADMIN
OFFICE SUPPLIES	STAPLES - ENVELOPES	46.78		ADMIN

# Bill

SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
05/18/2015	0188 4/8 - 5/8

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

**PAID**

Bill Due 06/02/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
OFFICE SUPPLIES	PARKER - 0204			
MEETING EXPENSE	STAPLES	33.94		ADMIN
	HOME BAKING CO -	13.55		ADMIN
	SUPPLES			
MEETING EXPENSE	SAFEWAY - SUPPLIES	25.27		ADMIN
MEETING EXPENSE	PETER PAN - SUPPLIES	64.70		ADMIN
MEETING EXPENSE	SAFEWAY - SUPPLIES	113.18		ADMIN
EDUCATION/OUTREACH	LAZERQUICK - PRINTING	120.50		OPER - 5311
TRAVEL	PIETILA - 0659			
	BENNETT'S FISH SHACK -	20.91		TRANS-OP 29191
	MEALS			
TRAVEL	SUBWAY - MEALS	9.76		TRANS-OP 29191
TRAVEL	GUESTHOUSE HOTEL -	165.02		TRANS-OP 29191
	LODGING			

Expense Total : 4,266.46

**Bill Total : \$4,266.46**

**Sunset Empire Transportation District**  

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**MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT**  

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**For the June 2015 Board of Commissioner's Meeting**

NOTE on Reviewing Financials: 11 Months =91.6% of Fiscal Year Budget\*

**General Fund Profit and Loss**

The District's General Fund Total Income is 86.0% to annual budget, with Fares, Taxes and Interest income ahead of budget. Total Expense continues to be below budget at 77.1%. The Other Expense also remains low at 44.5% to budget, of which Debt Service and Transfer Out are the main contributors to this expense category. Contingency and Capital Expense combined are less than 16% to budget, resulting in a positive Net Income that is 24.3% over budget.

**Revenue**

- 4450 Rental Income: This month all rental income is derived from parking spaces.

**Expense**

- 8055 Audit: The audit is complete. (Same explanation as last month.)
- 8175 Newspaper Ads: The number of open job positions/announcements for the first two quarters was much more than planned as well as recruiting these last few months for a few new positions and replacements for several other positions.
- 8185 Postage: Postage will be slightly over by year-end.
- 8560 Dues/Subscriptions/Fees: The SDAO payment in October plus additional charges incurred for refiling the DBAs will keep this line item over budget for the remainder of the year. (Same explanation as last month.)
- 8650 Computer Info Tech Services: While slightly over this month, these related expenses will be within budget by year-end.
- 9600 Debt Service & Interest: While ahead of budget at this time, the Debt Service is where it is expected to be with the largest payment made in December to the Flexlease loan. (Same explanation as last month.)
- 9850 Transfer Out: This is the transfer of funds from the General to the Capital Fund. The fund is now 100% to budget. (Same explanation as last month.)

**\*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**  

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**MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT**  

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**For the June 2015 Board of Commissioner's Meeting**

**RideCare Fund Profit and Loss**

RideCare's Total Income is 74.3% to annual budget. Total Expense is under budget at 84.4%. The Other Expense is under budget at 62.3% due to 0% expended in Contingency. The result is a Net Income at 44.4% to budget.

***Expense***

- 8055 Audit: The audit is complete. (Same explanation as last month.)
- 8167 Legal Counsel: The unplanned legal review of employment related contracts during the first four months of the fiscal year has caused the budget overage. (Same explanation as last month.)
- 8250 Telecommunications: The purchase of new headsets budgeted for the year were purchased last month.
- 8400 Bus Passes: Bus pass purchases are much stronger than management projected. (Same explanation as last month.)
- 8560 Dues/Subscriptions: Same situation as stated under the General Fund. (Same explanation as last month.)
- 8650 Computer Tech Services: The jump in expense is due to the new server network purchase and installation. (Same explanation as last month.)
- 9600 Debt Service & Interest: Same as explained under the General Fund section, while ahead of budget at this time, the Debt Service is where it is expected to be with the largest payment made in December to the Flexlease loan. (Same explanation as last month.)
- 9700 Capital Expense: All capital purchases have been made for the year. (Same explanation as last month.)

**Information and Follow Up to Previous Board Meeting Questions**

There are no follow up items from the last meeting.

**\*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.

PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "State," and **Sunset Empire Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.b. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**  
**Exhibit B: Financial Information**  
**Exhibit C: Subcontractor Insurance**

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

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$227,484.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
  - a. **Disbursement Generally.** Disbursement Generally. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
    - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
    - ii. Recipient is in compliance with the terms of this Agreement.
    - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
    - iv. All funds previously disbursed have been used in accordance with OAR Chapter 732.
    - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
  - c. **Recovery of Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
  - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
  - d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or

proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

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

**9. Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the



Project.

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

**b. Subagreement indemnity; insurance.**

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

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

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, as applicable.

**10. Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this

- Agreement; or
- iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - iv. The Project would not produce results commensurate with the further expenditure of funds; or
  - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice,:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
  - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

#### 11. General Provisions

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

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

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

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

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT

SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Sunset Empire Transportation District/State of Oregon  
Agreement No. 30574

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By J. Dempster  
Recipient's Legal Counsel

Date 6-10-15

**Recipient Contact:**

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

**State Contact:**

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

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By J. Dempster

Date 5/28/2015

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name Keith Kutler by e-mail  
(printed)

Date June 2, 2015

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: Sunset Empire Transportation District 30574 STF</b>				
<i>Operating</i>				
<b>Item #1: Operating</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$227,484.00	\$227,484.00	\$0.00	
<b>Sub Total</b>	\$227,484.00	\$227,484.00	\$0.00	
<b>Grand Total</b>	<b>\$227,484.00</b>	<b>\$227,484.00</b>	<b>\$0.00</b>	

- *Operating*

**1. PROJECT DESCRIPTION**

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

**2. PROJECT DELIVERABLES**

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

**3. PROJECT ACCOUNTING**

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

**EXHIBIT B**

**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>State Program</b>	<b>State Funding Agency</b>		<b>Total State Funding</b>
ORS 391.800 through ORS 390.830 and OAR Chapter 732, Divisions 5, 10, and 30	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>\$227,484.00</b>

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

**Subagreement Insurance Requirements**

**GENERAL.**

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

**TYPES AND AMOUNTS.**

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

iii. **AUTOMOBILE LIABILITY Insurance:** Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

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

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

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

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

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

PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs Incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

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

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$317,710.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$285,081.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

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

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

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

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

similar laws affecting the enforcement of creditors' rights generally.

- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

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

audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

9. **Recipient Subagreements and Procurements**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

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

Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)

- b. **Subagreement indemnity; insurance.**

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

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

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11.j of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements Including:
- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open competition;
  - iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
  - iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

#### 10. Termination

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

#### 11. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of



duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with

these requirements.

- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Sunset Empire Transportation District/State of Oregon  
Agreement No. 30751

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By *Jamey Dempster*  
Recipient's Legal Counsel

Date 6-15-15

**Recipient Contact:**

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

**State Contact:**

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

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By *S. DEMPSTER*

Date 6/10/2015

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name Keith Kutler by e-mail  
(printed)

Date June 11, 2015

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 2015-17 Sunset Empire Transportation District 30751 E&amp;D 5310</b>				
<i>Mobility Management</i>				
<i>Preventive Maintenance</i>				
<b>Item #1: Mobility Management - 5302(a)(1)(L)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$173,390.00	\$155,583.00	\$17,807.00	Local
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$144,320.00	\$129,498.00	\$14,822.00	Local
<b>Sub Total</b>	<b>\$317,710.00</b>	<b>\$285,081.00</b>	<b>\$32,629.00</b>	
<b>Grand Total</b>	<b>\$317,710.00</b>	<b>\$285,081.00</b>	<b>\$32,629.00</b>	

● **1. PROJECT DESCRIPTION**

*Project funds public transportation mobility management and preventive maintenance. The public transportation services are available in Clatsop County, Oregon with connections to communities and public transportation services in Tillamook County, Oregon; and Columbia County, Oregon. Public transportation service includes, but is not limited to service type, schedule, facilities, and fare policy.*

*Mobility management projects are planning, training, and management activities for improving coordination among public transportation and other transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation providers and other transportation service providers, and increase service options that would not otherwise be available for seniors and individuals with disabilities.*

*Preventive maintenance applies to vehicles and non-vehicles providing public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles. Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

**2. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project. If local circumstances change, Recipient's guidance documents (e.g. plans and procedures) shall be updated to reflect that change and submitted to State within 90 days of the change to ensure ongoing compliance and no interruption in eligibility.*

*All tasks must be completed prior to the expiration date of this Agreement. Recipient shall actively market the services to the target users using media accessible to the target audience (s).*

**I. Mobility Management**

*Recipient shall provide customized transportation services including travel training and in-*

*person trip planning.*

*Recipient shall explore expanding public transportation programs into supporting veterans' transportation services, creating a volunteer transportation program, and outreach and education. Recipient shall partner with agencies and organizations including, but not limited to, those serving older adults, people with disabilities and other transit-dependent persons.*

*The Recipient shall assess and recommend improvements to ADA paratransit, Ridecare, non-emergent medical transportation brokerage and travel training services. Recipient shall maintain the organization's Title VI program and related policies and procedures.*

*Recipient shall coordinate services with other regional partners such as Tillamook County Transportation District, Columbia County, and Northwest Senior and Disability Services.*

*Recipient shall prepare a work plan in the first quarter specifying work tasks and deliverables. Recipient shall maintain the work plan throughout the agreement period. Recipient shall share the plan with the State upon request, and notify State when the work plan is substantially changed. The Recipient quarterly reports shall detail progress relating to tasks described in the work plan.*

## *II. Preventive Maintenance*

*Preventive maintenance expenses include activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor.*

*Recipient shall provide to State a plan for proposed preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

*A major component replacement (such as an engine or transmission), or a major rebuild or overhaul that keeps the asset within useful life or extends the useful life may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1D (Grant Management) Chapter IV.*

## *3. PROJECT ACCOUNTING, MATCH and SPENDING PLAN*

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

*Sources of funding that may be used as match for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expenses. In-kind contributions must be documented in a format acceptable by the State.*

*Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Recipient may not use grant-acquired assets to compete unfairly with the private sector.*

*Eligible mobility management expenses include administrative costs to develop new projects and do not include capital costs other than durable equipment and supplies, or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost.*

**4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Maintenance activities must be described in Recipient's submitted preventive maintenance plan. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices. Mobility management reports must include at least tasks referenced in this agreement, hours or labor costs incurred, and other costs incurred by activity.*

**EXHIBIT B**

**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>Federal Catalog</b>	<b>Total Federal Funding</b>
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$285,081.00

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

### Subagreement Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

**Bodily Injury, Death and Property Damage:**

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

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

**Bodily Injury, Death and Property Damage:**

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

**ADDITIONAL INSURED.** The Commercial General Liability Insurance and Automobile Liability Insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

**"TAIL" COVERAGE.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made"

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

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

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

**EXHIBIT D**

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [http://www.fta.dot.gov/grants/12825\\_93.html](http://www.fta.dot.gov/grants/12825_93.html). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient must submit to State on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by either (1) printing the form available at [http://www.fta.dot.gov/grants/12825\\_93.html](http://www.fta.dot.gov/grants/12825_93.html), completing the form and sending it to State or (2) logging in to FTA's TEAMWeb system, at <https://ftateamweb.fta.dot.gov/teamweb/teamLogin.asp?> and completing the form and sending to State a screen print of the submitted page.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at <http://www.fta.dot.gov/documents/21-Master.pdf>. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

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

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

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. *Restrictions on lobbying do not apply to influencing policy decisions.* Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

**RACIAL AND ETHNIC IMPACT STATEMENT**

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

1 "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific islanders, American Indians, and Alaskan Natives.

The Oregon Department of Transportation Rail and Public Transit Division (RPTD), per Oregon Department of Administrative Services guidance, is collecting racial and ethnic impact information just prior to agreement execution rather than at the time of grant application. It is RPTD's opinion that this does not violate the intent of the law.

**FOR RPTD USE ONLY: Program: 5310**

## INTERGOVERNMENTAL AGREEMENT

### FOR THE

### CANNON BEACH SHUTTLE

This agreement, effective when signed by all parties, is made and entered into between the Sunset Empire Transportation District (SETD), 900 Marine Drive, Astoria, OR 97103, an ORS Chapter 190 entity, hereinafter referred to as "SETD" and the City of Cannon Beach, a political subdivision of the State of Oregon, PO Box 368, Cannon Beach, OR 97110, hereinafter referred to as "the City". This Agreement is for the provision of augmented transportation services.

1. **Effective Date.** This Agreement shall be effective as of July 1, 2015 through June 30, 2016. This agreement supersedes any and all prior agreements between the parties.

2. **General Description of Work.** This Agreement is for services generally described as Cannon Beach Shuttle, and more particularly described in Exhibit A, Scope of Work.

3. **Reimbursement.** City agrees to provide funding to SETD for costs of performing the Scope of Work as specified in Exhibit A. Specific funding amounts and payment schedule are specified in Exhibit B, Payment for Work.

In the event services are required beyond those specified in the Scope of Work, SETD shall submit a revised fee estimate for such services, and an Agreement modification shall be negotiated and approved by all parties in writing prior to any effort being expended on such services.

4. **Exhibits.** The following exhibits are made part of this Agreement:

Exhibit A - Scope of Work

Exhibit B - Payment for Work

Exhibit C - Insurance

5. **Execution of Work.** SETD shall at all times carry on the work diligently, without delay, and punctually fulfill all requirements herein. The passage of the Agreement expiration date shall not extinguish, prejudice, or limit either party's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

This Agreement outlines the entire relationship between SETD and the City for purposes stated in Exhibit A, Scope of Work.

6. **Books and Records.** SETD shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. SETD acknowledges and agrees that the City and their duly authorized representatives shall have access to the books, documents, papers, and records of SETD which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after the Agreement expiration date. Copies of

applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by the City. If for any reason any part of this Agreement is involved in litigation, SETD shall retain all pertinent records for not less than three years or until all litigation is resolved, whichever is longer. Full access will be provided to SETD and to its duly authorized representatives in preparation for and during litigation.

**7. Termination, Administrative, Contractual or Legal Remedies.** This Agreement may be terminated by written mutual consent of both parties. If this Agreement is terminated prior to the end of the Agreement period, SETD shall be reimbursed for the project tasks completed through termination date as outlined in the Payment for Work, Exhibit B. If one party is suspected to be in violation of this Agreement, the non-violating party shall notify the other party in writing of the circumstances leading to this allegation. The agreement will be automatically terminated if the violation has not been remedied within 10 days of the written notice of violation.

This Agreement may be terminated by SETD or the City for any reason with 30 days written notice to the other party.

All claims, counter claims, disputes and other matters in question between the City and SETD arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by arbitration, mediation, or other alternative dispute resolution mechanism, or in a court of competent jurisdiction with the State of Oregon and Clatsop County. In the event of any dispute arising from this Agreement, each party shall be required to pay its own separately incurred attorney's fees, expenses, and court costs, including arbitration, trial and appeal.

Notice. Notices shall be given by first class mail, postage prepaid to the following addresses:

Sunset Empire Transportation District  
Jeff Hazen, Executive Director  
900 Marine Drive  
Astoria, OR 97103

City of Cannon Beach  
Brant Kucera, City Manager  
163 E. Gower St.  
Cannon Beach, OR 97110

**8. Indemnity and Insurance.**

(a) SETD agrees to indemnify, defend, and hold harmless the City from all claims, lawsuits and actions of whatever nature brought against those parties which arise from SETD's performance or omissions under this Agreement. SETD shall not be required to indemnify the City for any such liability arising out of negligent acts or omissions of the City, their employees or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

(b) SETD shall provide insurance as required in Exhibit C, Insurance, naming City as an additional insured, and furnishing City with written proof of insurance on or before commencement of this agreement.

(c) The City agrees to indemnify, defend, and hold harmless SETD from all claims, lawsuits and actions of whatever nature brought against those parties which arise from the City's performance or omissions under this Agreement. The City shall not be required to indemnify SETD for any such liability arising out of negligent acts or omissions of SETD, their employees or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

**9. Successors & Assignments.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. After the original Agreement is executed, SETD shall not enter into any new sub agreements for any work scheduled under this Agreement or assign or transfer any of its interest in this Agreement without prior written consent of the City.

**10. Compliance with Applicable Laws.**

(a) SETD agrees to comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

(b) SETD shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

(c) This Agreement is based on and is subject to Oregon Revised Statutes, Oregon Administrative Rules, and Federal Transit Administration Regulations such as those contained in ORS 323.455, ORS 391.830 and FTA Circular 9040.1F including all associated references and citations.

**11. Federal Transit Administration Annual Certifications and Assurances.** SETD agrees to comply with all applicable Federal Transit Administration Certifications and Assurances. Furthermore, SETD will submit the Annual Certifications and Assurances to ODOT on an annual basis and include all certifications required by 49 U.S.C. 5310.

**12. Audit Requirements.**

(a) If applicable, SETD agrees to comply with an audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, Non-profit Institutions. SETD, if affected by this requirement, shall at its own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, OR 97301-4179, a copy of its a-133 annual audit covering the funds expended under this Agreement.

(b) If applicable, SETD shall, at its own expenses, submit to State Public Transit Division, 555 13th Street NE, suite 3, Salem, OR 97301-4179, a copy of its a-133 annual audit covering the funds expended under this Agreement and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.

**13. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.



14. **Force Majeure.** Neither party shall be held responsible for delay or default caused by fire, riots, acts of God, and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause or delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. **Waiver.** The failure of the City or SETD to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

16. **Entire Agreement.** This Agreement represents the entire understanding of the City and SETD as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein.

**17. CONTRACTOR PERSONNEL.**

1. SETD, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of City nor are any of the SETD employees employed by the City. SETD accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", SETD employees will not receive any benefits normally accruing to City employees unless required by applicable law. Furthermore, SETD is free to contract with other parties, on other matters, for the duration of this Agreement.

2. SETD employees, volunteers or agents performing under this contract are not deemed to be employees of CITY in any manner whatsoever. Employees of SETD shall not be entitled to any benefits except those provided by SETD. SETD is solely and entirely responsible for its acts and acts of its agents, employees or volunteers, and will be an Equal Opportunity Employer and follow regulations specified in the American's with Disabilities Act.

18. **Other Provisions.** SETD shall protect and indemnify City against payroll taxes or contributions imposed with respect to any employees of SETD by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. SETD shall at SETD's own cost and expense insure each person employed by SETD the compensation provided for by law with respect to worker's compensation and employer's liability insurance.

19. **Workers' Compensation Coverage Requirements.** SETD, its subcontractors, and all employees working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

THIS AGREEMENT, WHICH INCLUDES ALL ATTACHED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS OF THIS AGREEMENT SHALL NOT BE WAIVED, ALTERED, MODIFIED, SUPPLEMENTED, OR AMENDED, IN ANY MANNER WHATSOEVER, EXCEPT BY WRITTEN INSTRUMENT. SUCH WAIVER, ALTERATION, MODIFICATION, SUPPLEMENTATION, OR AMENDMENT, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN, AND SHALL BE VALID AND BINDING ONLY IF IT IS SIGNED BY ALL PARTIES TO THIS AGREEMENT. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, REGARDING THIS AGREEMENT EXCEPT AS SPECIFIED OR REFERENCED HEREIN. CITY, BY THE SIGNATURE BELOW OF ITS

AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**SUNSET EMPIRE TRANSPORTATION DISTRICT**

By \_\_\_\_\_ Date \_\_\_\_\_

Jeff Hazen, Executive Director

**CITY OF CANNON BEACH**

By \_\_\_\_\_ Date \_\_\_\_\_

Brant Kucera, City Manager

**EXHIBIT A**

**SCOPE OF WORK**

**Task 1: Operations of Cannon Beach Shuttle**

SETD shall provide augmented bus shuttle services on behalf of the City of Cannon Beach. The service area is from the City of Cannon Beach to the City of Seaside. Service is available for any purpose, services will not be prioritized. The route will not run on Thanksgiving Day, Christmas day or New Year’s Day but will run on all other SETD holidays. The route will run under two schedules for the summer months, and then one schedule during the fall, winter and spring.

**Summer Schedule**

From June 15<sup>th</sup>, 2015, to September 30<sup>rd</sup>, 2015, the route, labeled Route 21, will run one schedule for Monday through Friday and a second schedule for Saturday through Sunday.

**Weekday Schedule**

From Monday through Friday, the route time per day is a total of (7) seven hours of billable service per day. Minor changes to the route design (including stops and times) may be adjusted during the course of this Agreement on an “as needed” basis. Major changes need to be in writing and signed by both parties. Service hours will be (5) five days a week, Monday to Friday, 11:00 AM to 6:00 PM, with no breaks in between. The schedule is as follows:

**Southbound – Part I (Weekdays)**

Les Shirley Park	Cannon Beach	11:00AM	11:30AM	12:00PM	12:30PM	1:00PM	1:30PM	2:00PM	2:30PM
Candy Kitchen	Cannon Beach	11:02AM	11:32AM	12:02PM	12:32PM	1:02PM	1:32PM	2:02PM	2:32PM
Coaster Theater	Cannon Beach	11:03AM	11:33AM	12:03PM	12:33PM	1:03PM	1:33PM	2:03PM	2:33PM
Midtown	Cannon Beach	11:05AM	11:35AM	12:05PM	12:35PM	1:05PM	1:35PM	2:05PM	2:35PM
Surfcrest Market	Cannon Beach	11:08AM	11:38AM	12:08PM	12:38PM	1:08PM	1:38PM	2:08PM	2:38PM
Tolovana Inn	Cannon Beach	11:09AM	11:39AM	12:09PM	12:39PM	1:09PM	1:39PM	2:09PM	2:39PM
Maher & Hemlock	Cannon Beach	11:11AM	11:41AM	12:11PM	12:41PM	1:11PM	1:41PM	2:11PM	2:41PM

**Northbound – Part I (Weekdays)**

Brailier	Cannon Beach	11:12AM	11:42AM	12:12PM	12:42PM	1:12PM	1:42PM	2:12PM	2:42PM
Wayside Inn	Cannon Beach	11:14AM	11:44AM	12:14PM	12:44PM	1:14PM	1:44PM	2:14PM	2:44PM
Yukon	Cannon Beach	11:16AM	11:46AM	12:16PM	12:46PM	1:16PM	1:46PM	2:16PM	2:46PM
RV Park	Cannon Beach	11:20AM	11:50AM	12:20PM	12:50PM	1:20PM	1:50PM	2:20PM	2:50PM
Midtown	Cannon Beach	11:22AM	11:52AM	12:22PM	12:52PM	1:22PM	1:52PM	2:22PM	2:52PM
Visitor Center	Cannon Beach	11:24AM	11:54AM	12:24PM	12:54PM	1:24PM	1:54PM	2:24PM	2:54PM
Les Shirley Park	Cannon Beach	11:26AM	11:56AM	12:26PM	12:56PM	1:26PM	1:56PM	2:26PM	2:56PM

**Southbound – Part II (Weekdays)**

Les Shirley Park	Cannon Beach	3:00PM	3:30PM	4:00PM	4:30PM	5:00PM	5:30PM
Candy Kitchen	Cannon Beach	3:02PM	3:32PM	4:02PM	4:32PM	5:02PM	5:32PM
Coaster Theater	Cannon Beach	3:03PM	3:33PM	4:03PM	4:33PM	5:03PM	5:33PM
Midtown	Cannon Beach	3:05PM	3:35PM	4:05PM	4:35PM	5:05PM	5:35PM
Surfcrest Market	Cannon Beach	3:08PM	3:38PM	4:08PM	4:38PM	5:08PM	5:38PM
Tolovana Inn	Cannon Beach	3:09PM	3:39PM	4:09PM	4:39PM	5:09PM	5:39PM
Maher & Hemlock	Cannon Beach	3:11PM	3:41PM	4:11PM	4:41PM	5:11PM	5:41PM

**Northbound – Part II (Weekdays)**

Brailier	Cannon Beach	3:12PM	3:42PM	4:12PM	4:42PM	5:12PM	5:42PM
Wayside Inn	Cannon Beach	3:14PM	3:44PM	4:14PM	4:44PM	5:14PM	5:44PM
Yukon	Cannon Beach	3:16PM	3:46PM	4:16PM	4:46PM	5:16PM	5:46PM
RV Park	Cannon Beach	3:20PM	3:50PM	4:20PM	4:50PM	5:20PM	5:50PM
Midtown	Cannon Beach	3:22PM	3:52PM	4:22PM	4:52PM	5:22PM	5:52PM
Visitor Center	Cannon Beach	3:24PM	3:54PM	4:24PM	4:54PM	5:24PM	5:54PM
Les Shirley Park	Cannon Beach	3:26PM	3:56PM	4:26PM	4:56PM	5:26PM	5:56PM

(Note: Parts I and II are for page-break purposes only and are not substantive in nature.)

**Weekend Schedule**

On Saturday and Sunday, the route time per day is 6.67 hours (6 hrs., 40 min.) plus a 0.33 hour (20 min.) pre- and post-inspection driver routine for a total of (7) seven hours of billable service per day. Minor changes to the route design (including stops and times) may be adjusted during the course of this Agreement on an “as needed” basis. Major changes need to be in writing and signed by both parties. Service hours will be (2) two days a week, Saturdays and Sundays, 9:00 AM to 6:20 PM, with a break from 12:20 PM to 3:00 PM:

**South (Weekends)**

Seaside Mall/Cinema	9:00	9:55		11:25	<b>Break</b>	3:00	3:55		5:25
Ave. A	9:02	10:00		11:30		3:02	4:00		5:30
Bruce's Candy Kitchen	9:15	10:15	10:45	11:45		3:15	4:15	4:45	5:45
Coaster Theater	9:16	10:16	10:46	11:46		3:16	4:16	4:46	5:46
Midtown	9:18	10:18	10:48	11:48		3:18	4:18	4:48	5:48
Surfcrest Market	9:21	10:21	10:51	11:51		3:21	4:21	4:51	5:51
Tolovana	9:22	10:22	10:52	11:52		3:22	4:22	4:52	5:52
Maher & Hemlock	9:24	10:24	10:54	11:54		3:24	4:24	4:54	5:54

**North (Weekends)**

Brailier	9:25	10:25	10:55	11:55		3:25	4:25	4:55	5:55
Wayside Inn	9:27	10:27	10:57	11:57		3:27	4:27	4:57	5:57
Yukon	9:29	10:29	10:59	11:59		3:29	4:29	4:59	5:59
RV Park	9:33	10:33	11:03	12:03		3:33	4:33	5:03	6:03
Midtown	9:35	10:35	11:05	12:05		3:35	4:35	5:05	6:05
C.B Visitor Center	9:37	10:37	11:07	12:07		3:37	4:37	5:07	6:07
Seaside Hospital	9:50		11:20			3:50		5:20	
Ave. A				12:20					6:20
Seaside Mall/Cinema	9:55		11:25			3:55		5:25	

**NOTE:** This schedule allows SETD to make connection With Tillamook Wave on Sat. at 9:25 and 4:25.

**Fall, Winter, & Spring Schedule**

From October 1, 2014, through June 30, 2015, the route shall only run on the weekends as per the same weekend schedule described above.

**Task 2: Vehicle Ownership, Maintenance, and other Capital Costs.** SETD will be responsible for the provision of vehicles, fuel, insurance and maintenance costs, as well as providing complimentary ADA Paratransit services along the route in accordance with state and federal requirements.

## EXHIBIT B

### SETD COMPENSATION

**B.1 Basis of Compensation.** The City shall compensate SETD for the services provided as described in the Scope of Services, as defined in Exhibit A. The compensation to be paid for these services to SETD shall be based on a reimbursement cost of \$50.00 per hour. SETD will provide all of the information necessary for the required quarterly reports to be submitted to the State.

**B.2 Payment for Services.** SETD shall submit monthly billing invoices to the City. Invoices shall be submitted to the City on or before the fifteenth of the month for services incurred during the previous month. The City shall be allowed thirty (30) days from the date the invoice is received to reimburse SETD, provided that the work performed is acceptable to the City. Upon receipt of the invoice, the City shall review the documentation submitted and may request additional information. If the City does not request additional information within fifteen (15) days after receipt of the invoice, the invoice shall be deemed approved and payment of moneys shall be made. In the event the City requests additional information from SETD, the City shall have fifteen (15) days from the date of receipt of the additional information to review the information. If SETD has provided the information requested, the invoice shall be deemed approved and payment of moneys shall be made. In the event SETD does not provide the information requested within thirty (30) days, the City may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily.

The parties acknowledge and understand that the following reductions from monthly cost shall apply to the term of this Agreement only and not on any renewals or extensions going forward, unless mutually agreed up on by the parties:

**B.2.A Fare Box Revenues.** Fare box revenues shall be deducted from the monthly invoice, in the same manner as previous years.

**B.2.B Reduction in Invoice for Seaside Trolley Days.** Notwithstanding the terms of this Agreement, on days when SETD is providing the Seaside Trolley at no cost to the City of Seaside, SETD shall not charge the City for the services provided under this Agreement.

**B.3 Changes in the Scope of Project.** The City and SETD agree with the terms and conditions of this Agreement that if the scope of the project is changed materially, SETD shall request in writing, before services are provided, an appropriate change in the amount of compensation.

**B.4 Suspension or Abandonment of Project.** If the Project is suspended or abandoned, SETD shall be compensated for all services performed prior to receipt of written notice from the City of such suspension or abandonment. If the Project is resumed after being suspended, SETD's compensation shall be reviewed with the City and an adjustment made for the cost of restarting the project before work continues.

## EXHIBIT C

### INSURANCE PROVISIONS

During the term of this Agreement, SETD shall maintain in force at its own expense, each form of insurance noted below:

**C.1 Worker's Compensation.** Required of contractors with one or more workers, as defined by ORS 656.027. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon worker's compensation coverage for all their subject workers.

**C.2 Employer's Liability.** Employer's liability insurance with a combined single limit or the equivalent of not less than \$500,000 for each claim, incident or occurrence. This is to cover damages caused by error, omission, or negligent acts related to the professional services provided under this Agreement.

**C.3 General Liability.** Broad form comprehensive general liability insurance coverage of \$2,000,000 combined single limit bodily injury and property damage.

**C.4 Automobile Liability.** Automobile bodily injury (\$2,000,000 per person and occurrence) and property damage (\$2,000,000 per occurrence) liability insurance covering all vehicles that will be used to provide services through this agreement. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days written notice from SETD insurer(s) to the City.

**Sunset Empire Transportation District - Donated Service Applicants 2015-2016**

	<b>Name</b>	<b>Contact</b>	<b>Requested Service or Fare</b>	<b>Date</b>	<b>Approx. Cost</b>
1	Northwest Senior and Disability Services	Melissa Johnstone melissa.johnsone@nwsds.org	Bus tickets/passes available for clients	2015-2016	No amount requested
2	Clatsop Community Action	Elaine Bruce@ccaservices.org	Bus tickets -200	2015-2016	\$200
3	Clatsop Community College	Eileen Purcell epurcell@clatsopcc.edu 338-2557	Bus tickets for low income students	2015-2016	No amount requested
4	Helping Hands Re-entry Outreach Ctrs.	Trina Hoggard us@helpinghandsreentry.org 738-4321	Bus tickets/passes available for clients	2015-2016	\$750
5	Goodwill	Jennifer Lloyd jlloyd@gicw.org 861-9502	Bus tickets/passes available for clients	2015-2016	\$500

Bus Costs \$54 per hour

Tickets \$1.00

Daily Pass \$ 5.00

College Day Pass \$5.00

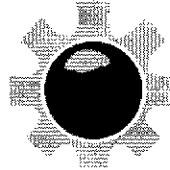
College Month Pass \$30

Regular Month Pass \$45.00

Senior/Disabled/Military \$30.00



SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT



**APPLICATION FOR DONATED TRANSPORTATION SERVICES  
FOR FISCAL YEAR JULY 1, 2015 – JUNE 30, 2016**

Sunset Empire Transportation District, upon approval of the Board, allows the provision of donated transportation services to noncommercial and nonprofit organizations 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 Sunset Empire Transportation District Board of Commissioners each year.

Noncommercial and nonprofit groups, services 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 28 through May 15 at 5:00 PM.**

Please mail or drop off applications to Sunset Empire Transportation Service, 900 Marine Drive, Astoria Oregon, 97103. For more information contact Executive Assistant, Mary Parker at [mary@ridethebus.org](mailto:mary@ridethebus.org) or call 503-861-5370.

**APPLICATION**

Service/Organization Northwest Senior and Disability Services

Address 2002 Chokeberry Ave., Warrenton, OR. 97146 Phone 503-861-4200

Contact person Melissa Johnstone – Clatsop County Services Manager email - [melissa.johnstone@nwsds.org](mailto:melissa.johnstone@nwsds.org)

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

We are requesting bus passes for our clients to either have transportation to our office, or, back to home, or, to their next appointment. Passes may also be needed for escorts should the client need that level of assistance.

Our office services the Aged age 65 and older as well as the disabled ages 18 – 64. Our office administers the following programs: Medicaid, SNAP for the disabled and aged, OPI (Oregon Project Independence), OAA (Older American's Act), In Home Services and community based care. We also have access to other programs.

Date(s) requested \_\_\_\_\_ Time(s) \_\_\_\_\_

Special considerations: \_\_\_\_\_

**OFFICIAL USE**

SETD Operational cost of requested services \$ \_\_\_\_\_

SETD Board:  Approved  Not Approved

\_\_\_\_\_  
*Signature of SETD Board Chair*

\_\_\_\_\_  
*Date*

SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT



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**APPLICATION**

Service/Organization Clatsop Community Action

Address\_\_364 9<sup>th</sup> Street, Astoria, Oregon\_\_\_\_\_Phone\_\_\_\_503-325-1400

Contact person \_Elaine Bruce, Director Social Services \_\_\_\_\_email\_\_\_ebruce@ccaservices.org

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

1) Clatsop Community Action Clatsop Community Action (CCA) is a 501(c)(3) non-profit agency that has been serving low-income residents of Clatsop County for over 25 years. Our mission is *to help people meet housing, food, and other basic living needs by mobilizing resources to end poverty*. As such, we are the principle anti-poverty agency in Clatsop County.

CCA's sponsors **Clatsop County's Annual Project Homeless Count** that is next scheduled for **January 28, 2016** that is an important event for one-stop direct services Free bus service that day throughout the County would assist homeless or near homeless people access the Convention Center Seaside who need housing, jobs, veteran's services, energy assistance, weatherization, medical screenings, food stamps, clothing, hygiene items, emergency shelters and general community partner information available in Clatsop County.

An approximate 200 low-income or zero income participants typically attend, many in Astoria or who reside in the South Clatsop County have historically attended this important event.

2) CCA's programs serve the homeless, near-homeless, and low-income populations. CCA provides emergency housing, energy assistance, food, and other critical services to those in need. We operate 22 low income housing units (**Hilltop Apartments**), the **Regional Food Bank** and the above-mentioned **Project Homeless Connect** in Seaside.

Our agency serves as the Lead Agency in Clatsop for all Oregon Housing Community Services (OHCS) programs, Housing and Urban Development (HUD), Emergency Food and Shelter Program EFSP (FEMA), Emergency Solutions Grant (ESG),



SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT



APPLICATION FOR DONATED TRANSPORTATION SERVICES  
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**APPLICATION**

Service/Organization Clatsop Community College Adult Basic Education  
Address 1651 Lexington Astoria Phone 503 338-2557  
Contact person Eileen Purcell email epurcell@clatsopcc.edu

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

We are requesting tickets for low-income students  
in GED + ESL classes. Oftentimes they  
lack transportation to classes. Free tickets  
removes one barrier among many our students must  
overcome to gain  
literacy  
skills.

Date(s) requested 2015-2016 School year Time(s) anytime / all times

Special considerations: \_\_\_\_\_

**OFFICIAL USE**

SETD Operational cost of requested services \$ \_\_\_\_\_

SETD Board:  Approved  Not Approved

\_\_\_\_\_  
Signature of SETD Board Chair

\_\_\_\_\_  
Date

SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT



RECEIVED  
MAY 07 2015

**APPLICATION FOR DONATED TRANSPORTATION SERVICES  
FOR FISCAL YEAR JULY 1, 2015 – JUNE 30, 2016**

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**APPLICATION**

Service/Organization \_\_\_\_\_ Helping Hands Re-entry Outreach Centers \_\_\_\_\_

Address \_\_\_\_\_ PO Box 413 Seaside, OR 97138 \_\_\_\_\_ Phone (503) 738-4321 \_\_\_\_\_

Contact person \_\_\_\_\_ Trina Hoggard \_\_\_\_\_ email \_\_\_\_\_ contact\_us@helpinghandsreentry.org \_\_\_\_\_

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

Through the generosity of SETD, last year we were able to provide transportation to one of the most under-served populations: the homeless men, women and children of Clatsop County. It is critical that our shelter guests and re-entry residents acquire reliable transportation between Seaside and Astoria in order to access much needed supports and services such as medical, social services (food stamps, child & family services), legal, Clatsop Community College, Veterans Services, Senior Disability Office, and Goodwill Job Connections. Bus tickets provided to these clients greatly benefit them and help them improve their individual situations - with the ultimate goal of ending their cycle of homelessness. We recorded 7,042 stays in our shelter & had 90 clients enrolled in our Clatsop County Re-entry Program during 2014. As of April 30, 2015 we have provided 1,650 beds in our shelter and have served 34 individuals in our Clatsop County Re-entry Program.

Date(s) requested \_\_\_\_\_ July 2015 - July 2016 \_\_\_\_\_ Time(s) \_\_\_\_\_

Special considerations: We are non-profit organization 501(c)3 serving the homeless from all over Clatsop County.

**OFFICIAL USE**

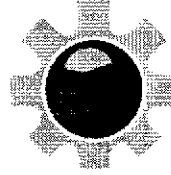
SETD Operational cost of requested services \$750 retail value toward bus tickets.

SETD Board:  Approved  Not Approved

\_\_\_\_\_  
Signature of SETD Board Chair Date

car  
11:35am  
5/17/15

**SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT**



**APPLICATION FOR DONATED TRANSPORTATION SERVICES  
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**APPLICATION**

Service/Organization: Goodwill Job Connection

Address: 1450 SE Discovery Lane, Warrenton, OR 97146 Phone: 503.861.9502

Contact person: Jennifer Lloyd, Senior Employment Specialist email: [jlloyd@gicw.org](mailto:jlloyd@gicw.org)

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

- 1) Goodwill Industries of the Columbia Willamette is a 501c3 nonprofit organization. Our mission is to provide vocational opportunities to people with barriers to employment. Job Connection provides a free service to our community. Our Job Connection program is funded through revenues generated by our retail program. We offer one-on-one personalized services designed to address individual's employment needs during their job search and after acquiring employment. One barrier that many of them face is transportation. To some, the cost is unaffordable. They are unable to get to an interview and then struggle to get to their job. I have from 250 to 500 participants in the Warrenton case load and many of them would benefit from this generous program.
- 2) I am requesting \$500 worth of \$1 and \$3 vouchers for one year.

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Date(s) requested

Time(s)

Special considerations: \_\_\_\_\_

**OFFICIAL USE**

SETD Operational cost of requested services \$ \_\_\_\_\_

**SETD Board: \_\_\_ Approved \_\_\_ Not Approved**

\_\_\_\_\_  
*Signature of SETD Board Chair*

\_\_\_\_\_  
*Date*

# Thank you

Last year Goodwill Job Connection was granted \$300 worth of bus passes. Those passes helped 34 people get to their interviews and places of employment. For those who secured a new job, they received 3 days of vouchers until other transportation arrangements could be made.

The vouchers also helped some of my participants get to and from my office to receive assistance with their resumes, interview skills and on line applications.

They were all very grateful for your generous gift and would like to say thank you. There were many comments but I thought these two represented their gratitude the most.

“Thank you for your generous donation to Job Connection. If it wasn’t for the bus passes I would not have been able to get to work the first week.”

“Thank you for the bus vouchers that got me to the Job Connection office to work on the computer to find a job and to interviews and when I was hired I was able to get 3 days of bus rides to work until my car was fixed.”

Many thanks from~

Megan, Wendy, Laven, Cynthia, Diana, Darin, Nicole, Dale, Cammie, Theresa, Ralph, Dennis, Jessica, Matthew, Chris, Dwayne, David, Shelly, John, Carrie, Jerry, Devin, , Jessie, Tony B., Tom, Corinne, Rick, Mark, David B., Kevin, Josh, Emily, Brian and Keri .



# Executive Director Report

Weekly Reports:

6/8/15

I am on vacation this week but wanted to update you on the latest. Lis, Konnor and I just returned from the Community Transportation Association of America Expo. This was an incredible conference where we had intensive trainings and workshops throughout the week. We started off by attending the annual Roadeo, a competition amongst bus drivers and paratransit drivers throughout the nation. My intensive training was, Transit I – The Foundations. It gave me really good information on every area throughout the District. I was surprised at how much I already knew but was able to take away some things that I need to focus on. I got a lot out of a procurement workshop that I attended since we are going to be purchasing a couple of vehicles soon. Lis attended good mobility workshops throughout the week including an all-day session on building a volunteer program. Konnor participated in an intensive training covering technology and attended several other workshops. He made some great connections with people from throughout the nation. All three of us were very active participants in the workshops and trainings we attended. It was definitely the best conference that I have ever attended. The nice thing about next year is that the Expo will be held in Portland so travel costs will be significantly less. I plan on having a couple of our drivers participate in the Roadeo so we can show the rest of the nation the high caliber of drivers that we have.

I will be flying to California Wednesday for some Way to Wellville meetings in Lake County. I am spending an extra day in South San Francisco before I fly home to interview a couple of applicants for Diane's position. I'll have other interviews the following week here in the office.

6/15/15

Greetings, I am back from my working vacation! The Team kept the District going great while I was away, I'm fortunate to have them! My time off consisted of taking care of a few things here at the office before I traveled to California for a Way to Wellville strategy lab. I made a great connection while I was in Lake County with one of their coordinators for their time bank. We talked a lot about transportation and how they fill in the gaps for people that need rides but don't qualify for some of the programs out there. As we look to build a volunteer base at the District we should be able to bring our local time bank into the fold to help fill the gaps that are out there. I also discussed transportation with the other Wellville 5 communities while at the strategy labs. I was able to interview the 2 people from California while I stopped in the bay area. I now feel very comfortable that I will be able to get somebody on board to fill Diane's spot. I will be completing the other interviews this week and should have a decision made early next week. This Friday and Saturday, our consultants for the transportation plan will be in the area doing some outreach to the public. Friday, they will be in Warrenton at the Young's Bay Plaza from 2-4 and in Astoria in front of the Riversea Gallery from 530-730. Saturday, they will be at the Seaside Library from 10-12 and then in Cannon Beach from 2-4 in front of the Coaster Theatre. The community surveys aren't coming in quite as strong as we hoped. They are going to run some ads to

help draw attention to them and hopefully increase the response. I will also be using my social media accounts to try and drum up some more survey responses.

-Finance Director update

-Innercity Grant update

-Technology Plan

-Outreach Plan

## **Information Technology/Security**

### **Admin**

- As of the end of May, the fiber construction has been initiated on the Astoria side. Currently we are waiting for one more inspection on the Warrenton side before construction can begin. There were a few issues with other providers not locating their cables correctly, therefore we had to wait until it was corrected to begin construction. Currently I am just making minor migrations to the new system, until we get the fiber and new phone system online.

### **Mobility:**

- Nothing New.

### **Ride Care:**

- With the increase in volume over at Ride Care, we have hired one extra employee. She has been equipped with a new headset, computer, monitors and other necessary peripherals.

### **Maps, Schedules and Website:**

- Since late April, I have been working with a web developer by the name of Trillium. They come with a large history in transportation, and currently manage most of Oregon, and also national GTFS data. This data allows our routes and schedules to interact with google maps and other interfaces. We are putting the finishing touches on a proposal, and I am super excited to share that with the board.

### **Conferences and Training:**

- At the end of May Jeff, Lis, and Myself attended the CTAA conference in Florida, and I will say there was a plethora of information, and as I organize it all, I look forward to sharing it with everyone.

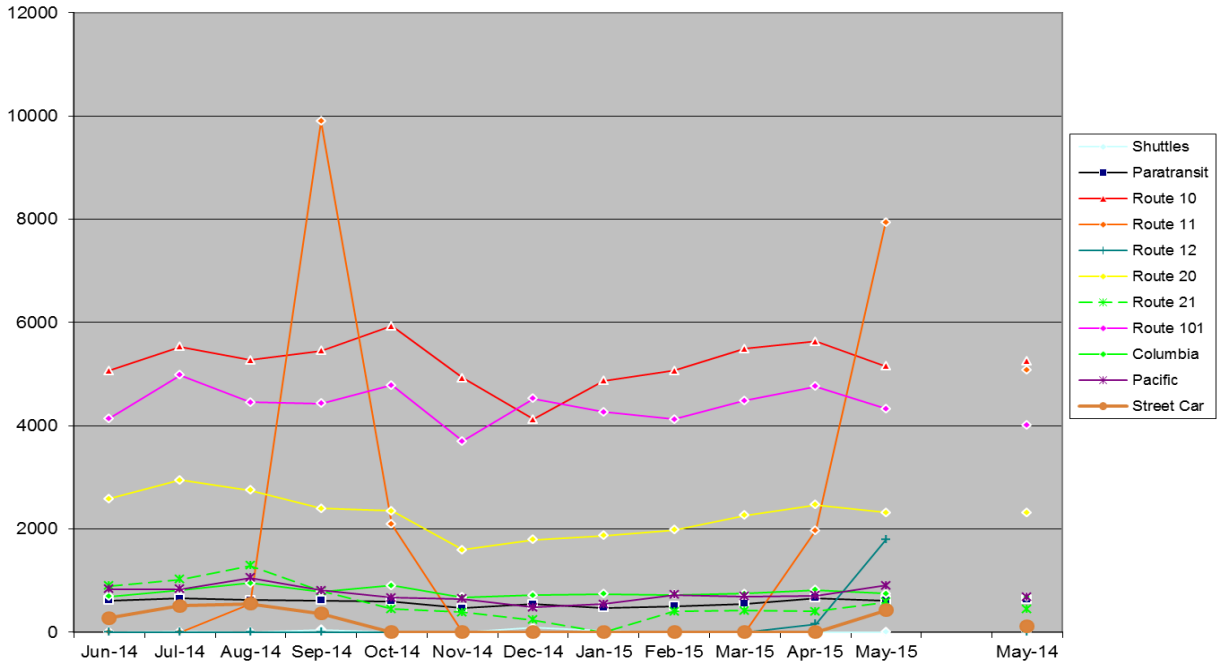
### **Transportation Options:**

- Nothing New

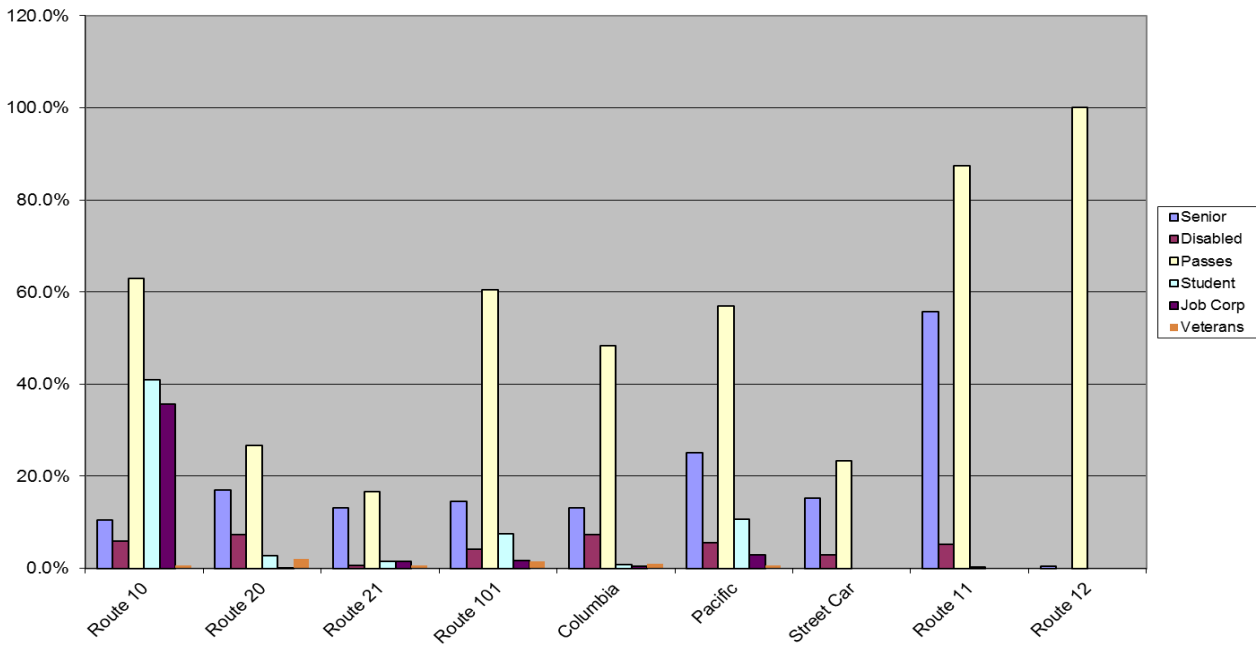
### **Other Notes:**

- Currently I have been researching new time and labor tracking systems. The time system we have now creates much duplication, and also creates a large bottle neck when trying to run payroll efficiently. The new system would be cost effective, easy to manage, provide many more up to date capability's, and allow direct interface with our Quick Books system. This would allow for better efficiency's and resource allocations.

### SETD Rides



### Rider Breakdown by Route





**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**900 Marine Drive Astoria, Oregon 97103**

**Rider Report**  
**May 2015**

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

- **24,177** people used fixed routes in May for an average of **779.9** riders per day.
- **38.8 % increase** in average passengers who rode fixed routes per day from last month (563.9 to 779.9)
- **30.3 % increase** in average passengers who rode fixed routes per day from last May (598.7 to 779.9)
- **19.1 people per hour**, on average, got on any fixed route at any time that “The Bus” runs in May. **30 % increase** (14.7 to 19.1) from last month and a **39.4 % increase** (13.7 to 19.1) from last May.
- **\$3.44 per rider** is the estimate cost per person riding fixed route in May.
- **64.7 % increase** in the ratio of elderly/disabled riders from last month (19.25 % to 31.7 %)
- **35.2 % increase** in the ratio of elderly/disabled riders from last May (23.45 % to 31.7%)

**RideAssist Highlights:**

- **613** people used RideAssist in May for an average of **29.2** riders per day.
- **2.7 % decrease** in average RideAssist passengers per day from last month (30 to 29.2)
- **3.1 % increase** in average RideAssist passengers per day from last May (30.1 to 29.2)
- **\$37.90 per rider** is the estimated cost per person riding RideAssist in May.
- **2 % increase** in all ADA Paratransit rides from last month (443 to 452)
- **59.2 % increase** in all ADA Paratransit rides from last May (284 to 452)

**System Highlights:**

- **24,790** people used Sunset Transportation Services in May for an average of **799.7** riders per day.
- **36.5 % increase** in all average passengers per day from last month (585.9 to 799.7).
- **29.2 % increase** in all average passengers per day from last May (619.1 to 799.7)
- **28.8 % decrease** in average fuel cost from last May (\$.37 to \$.26).
- **\$4.29 per rider** is the estimated cost per person riding on SETD.

## May Operations Report

1. Ridership numbers continue to climb.
2. Ride counts and surveys were completed.
3. Gave tours to TPAC representatives. The group that I took south to Cannon Beach and back asked very good questions and it was very informative for me to discuss issues with different area and state reps.
4. Started the summer rush. Seaside Streetcar has begun. We will be starting the Cannon Beach week day route 21 on June 18<sup>th</sup>. Ran full service on Memorial Day.
5. Road construction season has begun. We expect a lot of projects this summer. The Astoria Storm water separation project will include 14<sup>th</sup>, 15<sup>th</sup>, 16<sup>th</sup>, and 17<sup>th</sup> streets. At the same time the College is starting its next phase of reconstruction on Patriot Hall. Road patching in Astoria has already caused numerous delays. We realize road repairs are good for us in the long run, but what a pain while we are waiting in line.
6. The spring Rt.11 and Rt.12 produced 11,901 riders.

*Scott Earls*



# Sunset Empire Transportation District

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## **RIDE ASSIST**

Carol Penuel  
Paratransit Supervisor

Monthly Report: May, 2015

- In May, Paratransit provided 613 ADA rides; an average of 29.2 riders per day, which is a decrease of 2.7 percent from last month and 3.1 percent increase from May, 2014. There was a 2% increase in the number of ADA Paratransit rides, 452 compared to 443 last month.
- Ridership for Dial-a-ride in April was 31 rides, mostly from the Lewis & Clark service area but 8 were from Hammond-Warrenton area and 2 John Day area rides.
- There were 11 new ADA Paratransit applications received.
- The Paratransit drivers sold 14 ticket books for a total of \$348.00.
- There were 31 Veteran rides given, which is 3 more than last month.

## **Paratransit Fares Collected for April: \$3470.00**

- Para-transit Fares: \$ 1001.00
- Tickets Collected: \$ 422.00
- Medicaid Collected \$1.210.00





RIDECARE

6/15/15

RIDECARE manager's report for May  
Jason Jones

Quick Hits:

- Held a PASS and DD class for NEMT Contractors. 5/1
  - Met with DHS regarding the Child Welfare contract. 5/5
  - Attended (via conf. call) the Columbia Pacific Community Advisory Panel. 5/7
  - Attended the CHART (Clatsop Health and Resource Team) monthly meeting. 5/11
  - Held Interviews for Ride Care positions. 5/12
  - Met with DHS for the monthly contractors meeting. 5/27
  - Non-Emergent Medical Transportation stakeholders meeting canceled this quarter. 5/28
- 
1. Passenger Assistance and Defensive Driving classes were held the first weekend of May. 8 Drivers were in the PASS class on Friday while 12 were in the DD class on Saturday. Ride Care will next host these classes on July 17th and 18th.
  2. I'm continuing to meet with Terri Stone regarding details of the Child Welfare contract on a every other week basis. We are discussing things such as billing processes and average trip mileage in order to refine the processes we currently employ. We are learning from our first year and hope to have a better program in the next round.
  3. I attended my first Columbia Pacific Community Advisory Panel on May 7th and was very impressed with the level of commitment from various community leaders, program directors and doctor offices. It was our desire that Ride Care be a part of this panel so that transportation is not lost in the mix and I can keep up on the relevant news of the day from our CCO and its partners. One interesting thing is a small bit of funding is being thrown at a virtual vide consult platform with doctors to help alleviate the huge percentage of routine visits and put them into the virtual world.
  4. I attended a CHART meeting to at Fort Stevens where we discussed health related programs and events happening in Clatsop County this summer. Our next meeting will have a report from the County Health Dept. on the overall health rankings of Clatsop County and what we could do to help them obtain a higher ranking.
  5. We have started holding interviews to fill 2 spots at Ride Care. We look to have the positions filled by the beginning of June.
  6. Attended the monthly DHS contractors meeting.
  7. The NEMT stakeholder's meeting was canceled for this quarter and will resume in August.

## **Sunset Empire Transportation District Marketing/Outreach Report**

**June 2015**

**Mary Parker**

We continue to be very busy marketing our seasonal route schedules and passes. We make a supreme effort to post new schedules and notify the public well in advance of the start date. This includes posting flyers on all of our buses, bus shelters, public buildings and offices, on our web and Facebook and placing ads in the local newspapers. We also do email blasts to several community service organizations members as well. Our goal is to inform local residents and visitors on the regular and seasonal transportation options that we provide.

**SUMMER FUN PASSES-** These are such a great way for students to have transportation throughout the county and be active and do things that they might not be able to during their summer vacation. Summer passes went on sale on June 5<sup>th</sup> and cost only \$20 and can be used for the entire summer. Flyers were up in all shelters and on busses, at the visitor's center and chambers by May 10th. A Summer Fun Pass colored ad was placed in the Daily Astorian and flyers were mailed to all youth involved in the Juvenile programs at the County and given out at the last "In Line" meeting. Flyers were distributed to schools and the local "fast food" restaurants for summer staff transportation. Flyers continue to be distributed.

**COAST EXPLORER MAGAZINE-** A new ad was completed for the Coast Explorer Magazine's Summer edition. Distribution is 52,000 magazines. Magazines are distributed along the coast and at many travel information, and visitors' centers including AAA in Oregon, Washington and Idaho.

**SEASIDE STREETCAR-** The happy little Seaside Streetcar has continued to be setting record numbers of riders on the weekends! Very happy to say that year to date total ridership on 6/14/2015 was 756 which is more than double the ridership at the same time in 2013 or 2014.

**SEASIDE DOWNTOWN DEVELOPMENT ASSOCIATION-** I attended the June 11<sup>th</sup> breakfast meeting and thanked members for their support of SETD and the Streetcar. The Seaside Visitors center again expressed their appreciation during the meeting of SETD having the kiosk and Eric in Seaside as a resource for them to refer to. There are several big events coming up including soccer tournaments volley ball tournaments the Seaside Muscle and Chrome car show and Fourth of July parade and fireworks. I also met with Tita Montero to discuss the upcoming fall and holiday season and events that we may partner in.

**SEASIDE KIOSK-** Eric has been very busy with outreach and ticket sales at the kiosk. Eric also went to the Seaside High School and taught 2 transportation classes to students which he really enjoyed! Thanks Eric!



**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**900 Marine Drive Astoria, Oregon 97103**

Human Resource

Tami Carlson

Monthly Report: May 2015

- May 6<sup>th</sup> Shasia and Tami attended the Job Hiring Fair at Clatsop Community College to promote the T.O. Outreach Ambassador intern position and the Ride Care CSR position. The turnout was good; we received several applications for both positions. Interviews for both positions scheduled for May.
- Welcome Natalie Claude and Linda Sterling. Both hired in May as full-time Customer Service Representatives at Ride Care.
- Full-time position for a fixed route driver posted in May. Assistant Mechanic position, open until filled.
- The Mobility Management Dept. had an employee unexpectedly give their resignation. The Mobility Management Assistant position will be posted in the near future.
- May 20<sup>th</sup> at the monthly driver's meeting we celebrated by having our quarterly employee's birthday party. Guest Brenda Hansen from COSTCO made a visit to promote new membership.

# **Mobility Management Update May/June**

## **Elisabeth Pietila- Mobility Management Coordinator**

**ARE WE A TRANSIT AGENCY OR ARE WE A MOBILITY AGENCY?  
TRANSIT IS MOBILITY!!!**

### **Compliance:**

Jeff and I will be bringing to the board in the next couple months updates to our Title VI, ADA, Public Participation and LEP plans. These updates are performed annually and the Board needs to know and understand their role in compliance of these plans. We will be reviewing them at the TEAM meetings as well.

### **Outreach:**

As we are nearing the end of our fiscal year I am excited about our new projects that I will be developing over the next year. The Veterans transportation project will planning is taking shape. I am in the planning phases for a local Veterans workgroup/Summit meeting. I am not sure this will look like yet. We need to perform a needs assessment study, gather and compile the information and resources currently available for Veterans to assist in the development of our guidebook. This will include all those linked to Veterans and the services provided. The Veterans transportation work plan will show all the steps over the next year.

Meetings with Seaside Providence regarding transportation are moving along well. They have had some staffing changes but we are working with the new folks and getting our creative partnership moving forward. This will be a big outreach piece to the Volunteer program we will be working on this next year.

### **Education:**

I attended an outstanding Community Transportation Association of America conference in Tampa Bay with Jeff and Konnor. It was a wonderful education experience and relationship building experience with my coworkers. The conference was very Mobility Management centric. The session I attended were

A mini conference titled "A fresh look at Innovative Volunteer Programs in Community and Public Transportation". This was especially important as we are developing our own volunteer program. It focused on the transportation system as a whole and how volunteer programs are an integral part of that system. There was a lot of emphasis on how volunteers will be the solution that the transportation funding gap we are facing. This was heavily identified by the Senior and Disabled Advisory Committee during the Humans Services Coordinated Plan update and the 5310 STF grant process.

"Beyond the Silo" Strategies for effective health and transportation sector collaboration. This session was another very popular theme at the conference. The theme of health and transportation was reiterated everywhere you went and with everyone you talked to. This session was put on by the director of the Children's Health Fund a nonprofit organization that aide's

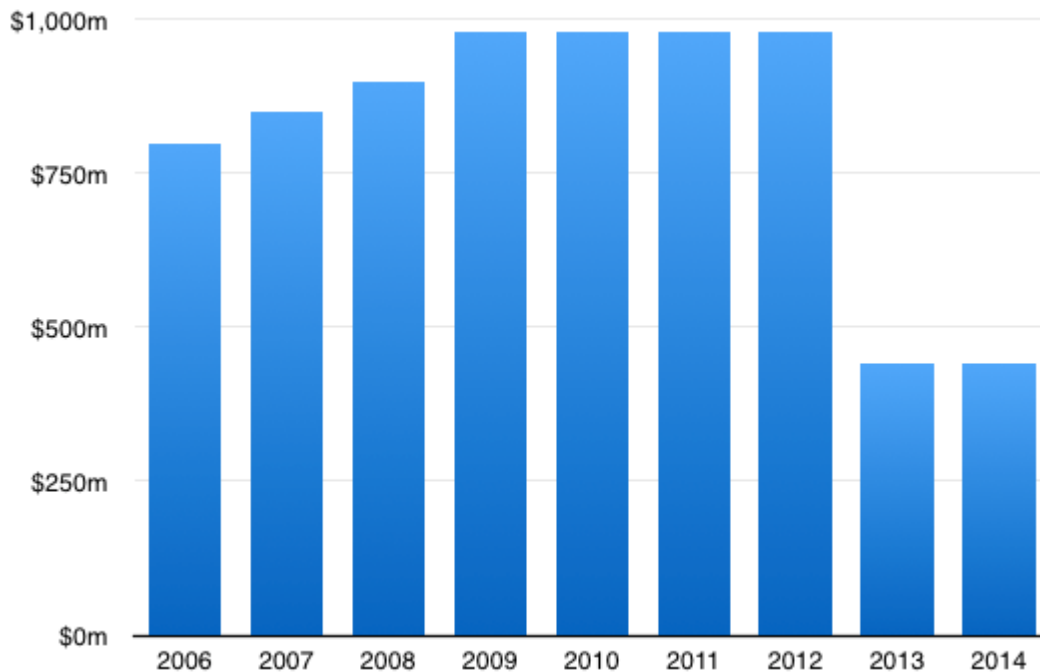
poverty stricken community's access to healthcare through delivery and transportation assistance. It was very informative and spoke to the link of transportation and healthcare reform.

“ New Initiatives and new staff: a focus on rural and specialized programs from the FTA” this session was great to see at the FTA level what the funding and compliance of rural funding and programming looks like for the future. We discussed the FTA's Rides to Wellness project and other technical assistance programs. Again the Rides to Wellness program reiterated the Healthcare and Mobility link to transportation.

“Promising practices in One call One click transportation services” This session spoke to the mobility management strategies that provide a single point transportation information and scheduling center. It is my MM goal and dream to create this model here with SETD and RIDCARE.

“Understanding the Trends and where community transportation is headed” This slide shows what a crisis we are in regards to capital funding. Transportation Options, Mobility Management and Volunteer programs will and **HAVE** to fill these holes. Congress is at an all-time low with support of federal funding.

#### DEDICATED BUS CAPITAL CRISIS





## Transportation Options Report May/June

*Shasia Fry Transportation Options Specialist*

### **Outreach and Networking**

On May 28<sup>th</sup>, Sunset Empire hosted the quarterly Transportation Options Group of Oregon board meeting. The To-Go group is made up of local T.O. providers and transportation advocates from all over Oregon. They are strong players in moving transportation options through ODOT and legislation. I volunteered to help with the To-Go groups face book page and social media avenues, to keep them up to date on happenings on the north western side of Oregon.

On May 29<sup>th</sup>, Sunset Empire hosted the quarterly T.O. ODOT meeting. We had a great turn out of different individuals from all of Oregon, who spoke on many different topics. We had strong representation from the local community there as well. I gave a short update on our Drive Less Save More Campaign. The meeting was very successful and I made strong connections with both local and distant T.O. providers and advocates that will help in the growth of our program. Networking is such a large part of transportation and by hosting these meetings, we were able to solidify and build new relationships that are so vital to the overall goals of our organization.

### **Drive Less Save More Campaign**

June 1<sup>st</sup> was the official launch of our Astoria Drive Less Save More Campaign. We have seen a great response from the community and are excited to see how the interest grows once we begin hosting events.

Throughout the duration of our campaign, we have divided Astoria into two focus areas. This will allow us travel more efficiently when delivering our "Go Kits" and give us a sufficient amount of time to enter data and delivery information. The first wave of newsletters and "Go Kits" order forms brought in 80+ orders. Our second wave of newsletters will go out June 15<sup>th</sup>. I completed training with the Alta group on how to enter and access the information needed for the orders and deliveries.

Our intern Ashleigh Naslund, started with us on Wednesday the 10<sup>th</sup>. She will be working with us until October, entering data, delivering kits and assisting at the events. Ashleigh comes to use with extensive office skills and has been an outreach ambassador for the Job Corp in Washington D.C.

We are currently working closely with Pac-West on our press release and communication push. Although the campaign did launch in June, we will not be hosting any events until July, therefore will not be utilizing any communication channels, such as radio and the newspaper until then. We do currently have a facebook page created and will be using that as one of our avenues for event and campaign promotion.

## **Wellness Committee**

The wellness committee constructed a Wellness Survey to display the wants and needs of employees in the company. Originally we had low response, but after attending a drivers meeting, we received more than half of our surveys back. We believe that we have a strong representation and idea of the direction for our wellness program.

I recently met with Sam Pertin, from Americorp Vista. She is the wellness coordinator for the county. Her and I are going to research different wellness programs and avenues and compile a rough outline of the possible program. She is doing some research on the benefits that our company insurance offers us and will be looking into different policies that have been constructed for companies of our size and nature.

Through discussion with Sam, she thought it useful, that I join the CHART organization. The CHART group is made up of local health care providers and advocates. Not only will we benefit from this organization internally, but health is a strong piece of North West Transportation Options. I will be attending their next meeting on July 13th