



**Sunset Empire Transportation District**

**BOARD OF COMMISSIONERS**

**BOARD MEETING AGENDA**

**THURSDAY MARCH 24, 2016**

**9:00 AM**

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

**AGENDA:**

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL
3. CHANGES TO AGENDA
4. APPROVAL OF FEBRUARY 25, 2016 MEETING MINUTES
5. REPORTS FROM CHAIR AND COMMISSIONERS
6. FINANCIAL REPORTS- February 2016
7. OLD BUSINESS
  - a. Board Calendar
8. NEW BUSINESS
  - a. Clatsop Care District Intergovernmental Agreement
  - b. Resolution 2016-01- VALIC Retirement Amendment and Restatement of Retirement Plan
  - c. May Board meeting date change
9. CORRESPONDENCE-
10. EXECUTIVE DIRECTOR REPORT
11. LEADERSHIP TEAM REPORT-
12. PUBLIC COMMENT (3 minute limit)
13. OTHER ITEMS



**BOARD OF COMMISSIONERS  
MEETING MINUTES  
February 25, 2016**

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 Paul Lewicki, Commissioner Rae Goforth, Commissioner Jim Servino Commissioner Tracy MacDonald arrived at 9:06 AM.  
Excused- Commissioner Carol Gearin  
  
Staff Present: Executive Director, Jeff Hazen, Executive Assistant Mary Parker, Finance Officer Al Hernandez, IS/Transit Center Manager John Layton, Mobility Coordinator Shana Verley, Transportation Options Shasia Fry, Ridecare Manager Jason Jones, Operations Manager Scott Earls, HR Officer Tami Carlson and IT Manager Konnor Claborn
3. CHANGES TO AGENDA- None
4. PUBLIC COMMENT- None
5. APPROVAL OF JANUARY 28, 2016 MEETING MINUTES- Corrections- Commissioner Servino requested a clarifying statement be added to the Miles Crossing Apartment Development proposal. "It is not our primary mission to support individual projects that come up" will help explain that this involved more than us just voting against it. Commissioner Kleczek made 3 typo corrections to the minutes.  
Commissioner Servino moved to approve the January 2016 minutes as amended  
Commissioner Widener seconded the motion  
Motion passed by unanimous aye vote of commissioners present
6. CHAIR AND COMMISSIONERS REPORT- Reports from Commissioners Goforth, Widener, MacDonald, and Kleczek submitted.
7. FINANCIAL REPORTS- January 2016  
Commissioner Lewicki moved to accept the January financials as submitted.  
Commissioner Widener seconded the motion  
Motion passed by unanimous aye vote of all commissioners present
8. OLD BUSINESS-
  - a. Board Calendar- Mary
  - b. Budget Calendar- Jeff
9. NEW BUSINESS-
  - a. Special Transportation Funds Discretionary Grant Recommendations  
Commissioner MacDonald moved to move forward with the Special Transportation Funds process  
Commissioner Lewicki seconded the motion  
Motion passed by unanimous aye vote of all commissioners present
  - b. Drive Less Save More Report- Shasia Fry
10. CORRESPONDENCE- Thank you from Adopt a Family and a complimentary Service Improvement Form were submitted.

11. EXECUTIVE DIRECTOR REPORT- Report submitted for January 2016.
12. LEADERSHIP TEAM REPORTS- Reports submitted for January 2016: Operations- Scott Earls, Rider Reports- John Layton, Ride Assist- Carol Penuel, Mobility Management- Shana Verley, Transportation Options-Shasia Fry, Information Technology- Konnor Claborn, Marketing and Outreach- Mary Parker, Ride Care- Jason Jones and Human Resources- Tami Carlson. -
13. PUBLIC COMMENT- None
14. OTHER ITEMS- None
15. EXECUTIVE SESSION ORS 192.660 (2)(i) –

Executive Session was opened by Chair Kleczek at 10:38 AM  
Executive Session closed by Chair Kleczek at 10:49 AM.

16. RETURN TO PUBLIC BOARD MEETING 10:49 AM

Commissioner Lewicki moved to approve the Cost Of Living Allowance that has been administered to the Executive Director as compensation for this evaluation.  
Commissioner Widener seconded the motion  
Board discussion clarified that the evaluation period was through September 2015  
Motion passed by unanimous aye vote of all commissioners present.

Commissioner MacDonald moved to tie the Compensation Evaluation and Performance Review to the fiscal year and make this an amendment to the original Executive Director’s employment agreement.  
Commissioner Lewicki seconded the motion  
Discussion-none  
Motion passed by unanimous aye vote of all commissioners present

Meeting was adjourned at 11:05 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.

## FEBRUARY FINANCIAL EXCEPTIONS AND INFORMATION

### General Fund Profit and Loss

**8 Months = 66.67% of annual budget**

The District's General Fund Total Income is 64.82% of annual budget. YTD Property Tax revenues of \$893,261 are \$95,261 better than YTD budget. Total Expense was 54.72% of annual budget and is \$260,792 better than YTD budget. YTD Other Expense of \$91,621 was \$188,876 better than budget the result of not using any of the contingency through February.

### *Revenue*

- 4000 Fares: Revenues for the month of \$18,319 are \$5,326 below budget. This is the result of fixed routes and paratransit each being \$1,900 below plan respectively. YTD Paratransit is also below budget and prior year. Current YTD Paratransit is \$21,757 compared to prior year of \$31,844 through February. This is a shift for prior year and the agency earns less per Non Medicaid ride.
- 4090 Donations/Commissions: \$209.96 is 3<sup>rd</sup> quarter vending machine commissions which was reclassified from Misc. Inc. account 4310. Driver tips make up the balance.
- 4100 Contract Service-IGA: Cannon Beach was billed for week end service for the period October 2015 through January 2016.
- 4200 Property Tax: Includes Property tax distributions for February (\$6,788 of which prior year was \$1,874). YTD revenue of \$893,261 is \$195,261 better than prior year through February 2016.
- 4250 Timber Sales: Revenues of \$71,119 are \$41,119 better than plan for the month. YTD revenues of \$170,831 are \$40,831 more than budget.
- 4272 Parking: Result of one tenant leaving and we have called prospects on our waiting list to fill this vacancy.
- 4300 Interest: The result of LGIP paying interest at a higher rate (.75%) and depositing saving in expenses into LGIP.
- 4310 Misc. Income: The result of reclassifying \$209.96 to Donations/Commissions

### *Expense*

- 8010 Merchant Services: Includes January 2016 February 2016 fees
- 8053 IGA-Dues and Fees: At the request of the board this account was set up for the IGA Dues. Accordingly, 4<sup>th</sup> quarter North West Oregon Trans Association (NWOTA) Dues of \$2,500 are recorded. Dues for NWOTA have been reclassified from Dues and Subscription AC 8050.
- 8061 Equipment Lease: Includes January and February 2016 Credit Card lease and Copier lease \$366.
- 8075 Fuel: Prices continue below budgeted amounts Unleaded prices are about \$1.18 and Bio diesel about \$1.26
- 8080 Insurance: Includes full year of Auto insurance (\$10,214) and the first quarterly installment for General liability insurance (\$9,233), the period covered is January 1 2016 to December 31, 2016.
- 8155 Telephone/Internet Service: Reflects billing from Coastcom for telephone and internet service (\$2,819 allocated amount for January & March 2016) and February employee allowance for cell phone use.
- 8170 Vehicle Maint & Repairs: Includes 19 Annual vehicle inspections \$1,615, Bus lift repair bus # 21 \$1,834, and Steering Box repair bus # 88 \$2,148.

## **FEBRUARY FINANCIAL EXCEPTIONS AND INFORMATION**

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

**8 Months = 66.67% of annual budget**

Ride Care's Total Income is 69.64% of total budget. YTD revenues of \$2,028,698 are \$180,032 better than YTD Budget. Which is the result of Revenues averaging \$13,700 more per month than budgeted. Starting in January 2016 the CPCCO increased our PMPM by 3% for 2016 from \$9.13 to \$9.40 PMPM this overage should continue through June 2016. YTD Materials & Expenses of \$1,607,028 are \$69,087 greater than of YTD budget and are 69.77% of YTD budget.

### ***Expense***

- 7000 Contract Providers: Total rides increased by 700 rides and 52 new clients were added. Sedan rides increased by about 336 at a cost of \$47.84 per ride. Provides caught up their billing from last month. Additionally, Tillamook County Transporters (\$5,000) has an invoice being routed for approvals.
- 8055 Durable Equipment/Small Tools: Includes one Computer \$919 and Software \$217.
- 8080 Insurance: 1st quarterly installment of Property Insurance was paid for.
- 8120 Office Supplies: Includes \$329.12 for color toner for copy machine.
- 8155 Telephone/Internet Service: Includes two months of Coastcom telephone & internet service \$4,770. Cell Phone allowance reimbursement for February 2016 and Verizon Monthly charges. This account will continue to be over budget as it was under budgeted.
- 7050 DMAP/CPCCO Annual Adjustment: July-September 2015 was settled in February 2016. YTD includes the January to June 2015 settlement with DMAP.

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

#### **General Fund**

- 4090 Donations/Commission: In January it included the vending machine commission.
- Aerovironmental lease expires in Jan 17 and has two 5 yr. Options for the charging stations.

FEBRUARY 2016

GENERAL FUND

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
YTD Actuals & Budget Target: 66.67%					Better		
Ordinary Income/Expense					(Worse)		
<b>Income</b>							
4000 FARES	18,319.08	23,645.83	173,406.48	181,166.64	(7,760.16)	283,749.96	61.11%
4090 DONATIONS/COMMISSIONS	302.96		926.21		926.21		
4100 CONTRACTED SERVICES-IGA	11,281.72	10,000.00	86,908.29	104,000.00	(17,091.71)	170,369.00	51.01%
4200 TAXES	6,787.68	8,000.00	893,261.09	798,000.00	95,261.09	860,000.00	103.87%
4250 TIMBER SALES	71,118.97	30,000.00	170,830.74	130,000.00	40,830.74	160,000.00	106.77%
4260 MASS TRANSIT ASSESSMENT	0.00	0.00	58,712.52	25,000.00	33,712.52	55,000.00	106.75%
4270 RENTAL INCOME					0.00		
4271 BILLBOARD LEASE	0.00	0.00	1,200.00	1,200.00	0.00	1,200.00	100.00%
4272 PARKING SPACES	712.50	767.00	5,700.00	6,136.00	(436.00)	9,204.00	61.93%
4270 RENTAL INCOME - Other	0.00	0.00	0.00	198.00	(198.00)	396.00	0.00%
Total 4270 RENTAL INCOME	712.50	767.00	6,900.00	7,534.00	(634.00)	10,800.00	63.89%
4300 INTEREST	461.45	267.00	2,764.76	2,133.00	631.76	3,200.00	86.40%
4310 MISC INCOME	-209.96		10.00		10.00		
5000 GRANTS	0.00	21,262.50	167,873.00	267,101.50	(99,228.50)	876,152.00	19.16%
5080 OREGON STF FUNDS	0.00	0.00	85,308.00	87,504.00	(2,196.00)	121,422.00	70.26%
Total Income	108,774.40	93,942.33	1,646,901.09	1,602,439.14	44,461.95	2,540,692.96	64.82%
Gross Profit	108,774.40	93,942.33	1,646,901.09	1,602,439.14	44,461.95	2,540,692.96	64.82%
<b>Expense</b>							
<b>1. PERSONNEL SERVICES</b>							
6005 SALARIES & WAGES	83,860.39	92,731.00	715,064.44	771,846.00	56,781.56	1,172,770.00	60.97%
6200 PAYROLL EXPENSES	8,887.88	10,458.00	89,124.16	99,395.00	10,270.84	148,956.00	59.83%
6300 EMPLOYEE BENEFITS	21,217.26	21,811.00	173,146.18	186,393.00	13,246.82	283,542.00	61.07%
Total 1. PERSONNEL SERVICES	113,965.53	125,000.00	977,334.78	1,057,634.00	80,299.22	1,605,268.00	60.88%
<b>2. MATERIALS &amp; SERVICES</b>							
8005 AUDIT	0.00	0.00	20,294.40	20,193.00	(101.40)	20,540.00	98.80%
8006 ADS (HR JOB POSTING)	0.00	0.00	474.13	843.00	368.87	998.00	47.51%
8010 BANK FEES	427.03	260.00	1,969.77	2,086.00	116.23	3,158.00	62.37%
8020 BLDING & GROUNDS MAINT	2,690.84	4,675.00	17,220.44	38,849.00	21,628.56	58,130.00	29.62%
8030 COMP-INFO-TECH SERVICES	274.98	816.00	8,595.55	6,244.00	(2,351.55)	11,522.00	74.60%
8035 CONF TRAINING & TRAVEL	1,228.40	3,432.00	14,062.87	29,183.00	15,120.13	38,881.00	36.17%
8040 DONATIONS/CONTRIBUTIONS	0.00		90.00		(90.00)		
8041 DONATIONS CLEARING	0.00		-90.00		90.00		
8045 DRUG/ALCOHOL/BG CHECKS	0.00	180.00	500.75	1,439.00	938.25	2,158.00	23.20%
8050 DUES SUBSCRIPTIONS & FEES	215.10	1,525.00	8,155.67	12,382.00	4,226.33	18,292.00	44.59%
8053 IGA - DUES AND FEES	2,500.00		10,000.00		(10,000.00)		
8055 DURABLE EQUIP/SMALL TOOLS	243.45	1,098.00	9,955.24	13,916.00	3,960.76	18,841.00	52.84%
8061 EQUIPMENT LEASE/RENT	516.42	336.00	3,745.68	2,688.00	(1,057.68)	4,032.00	92.90%
8065 EDUCATION/OUTREACH	972.26	2,500.00	8,040.83	19,683.00	11,642.17	30,000.00	26.80%
8070 EMPLOYEE RECOGNITION	170.61	320.00	4,614.95	3,458.00	(1,156.95)	4,740.00	97.36%
8075 FUEL	8,297.05	16,667.00	58,777.85	133,333.00	74,555.15	200,000.00	29.39%
8080 INSURANCE	19,447.00	0.00	29,376.82	15,129.00	(14,247.82)	44,516.00	65.99%
8090 LEGAL ADS	0.00	0.00	110.08	261.00	150.92	790.00	13.93%
8095 LEGAL COUNSEL	0.00	422.00	336.00	3,369.00	3,033.00	6,740.00	4.99%
8100 MEETING EXPENSE	58.81	133.00	475.50	1,063.00	587.50	1,586.00	29.98%
8120 OFFICE SUPPLIES	1,450.81	1,136.00	9,751.87	9,030.00	(721.87)	13,763.00	70.86%
8130 PAYROLL PROCESSING FEES	109.20	79.00	930.41	632.00	(298.41)	948.00	98.14%
8135 PRINTING	344.00	1,700.00	5,194.20	12,799.00	7,604.80	19,700.00	26.37%
8139 PROFESSIONAL SERVICES	60.00	1,915.00	60.00	36,470.00	36,410.00	43,473.00	0.14%
8140 SUBGRANT PASS THROUGH	0.00	0.00	12,132.00	8,160.00	(3,972.00)	32,026.00	37.88%
8150 TAXES/LICENSES/BUS REG FEE	0.00	0.00	125.77	4,000.00	3,874.23	5,000.00	2.52%
8155 TELEPHONE/INTERNET SERVICE	3,697.28	1,210.00	21,078.72	8,862.00	(12,216.72)	13,956.00	151.04%

FEBRUARY 2016

GENERAL FUND

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8160 UNIFORMS	94.95	333.00	1,021.07	2,666.00	1,644.93	4,000.00	25.53%
8165 UTILITIES	1,969.09	1,965.00	11,764.65	14,323.00	2,558.35	21,660.00	54.32%
8170 VEHICLE MAINT & REPAIRS	15,210.64	12,463.00	63,109.37	101,306.00	38,196.63	149,560.00	42.20%
<b>Total 2. MATERIALS &amp; SERVICES</b>	<b>59,977.92</b>	<b>53,165.00</b>	<b>321,874.59</b>	<b>502,367.00</b>	<b>180,492.41</b>	<b>769,010.00</b>	<b>41.86%</b>
<b>Total Expense</b>	<b>173,943.45</b>	<b>178,165.00</b>	<b>1,299,209.37</b>	<b>1,560,001.00</b>	<b>260,791.63</b>	<b>2,374,278.00</b>	<b>54.72%</b>
Net Ordinary Income	-65,169.05	-84,222.67	347,691.72	42,438.14	305,253.58	166,414.96	208.93%
Other Income/Expense							
Other Expense							
<b>3. OTHER EXPENSES</b>							
9610 CLATSOP BANK-PRINCIPAL	5,312.04	5,219.00	41,249.48	40,850.00	(399.48)	61,910.00	66.63%
9611 CLATSOP BANK-LOAN INT	1,261.46	1,355.00	11,338.52	11,738.00	399.48	16,972.00	66.81%
<b>Total 3. OTHER EXPENSES</b>	<b>6,573.50</b>	<b>6,574.00</b>	<b>52,588.00</b>	<b>52,588.00</b>	<b>0.00</b>	<b>78,882.00</b>	<b>66.67%</b>
9500-PENALTIES & INTEREST	0.00		595.02		(595.02)		
9600 DEBT SERVICE & INTERES-FEE	0.00		360.18		(360.18)		
9625 SDAO FLEXLEASE-PRINCIPAL	0.00		33,350.00	38,652.00	5,302.00	38,652.00	86.28%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	4,727.36	4,756.00	28.64	10,531.00	44.89%
9700 CAPITAL EXPENSE	0.00	0.00	0.00	9,501.00	9,501.00	179,500.00	0.00%
9800 CONTINGENCY	0.00	0.00	0.00	125,000.00	125,000.00	250,000.00	0.00%
9850 TRANSFER OUT	0.00	50,000.00	0.00	50,000.00	50,000.00	50,000.00	0.00%
<b>Total Other Expense</b>	<b>6,573.50</b>	<b>56,574.00</b>	<b>91,620.56</b>	<b>280,497.00</b>	<b>188,876.44</b>	<b>607,565.00</b>	<b>15.08%</b>
Net Other Income	-6,573.50	-56,574.00	-91,620.56	-280,497.00	188,876.44	-607,565.00	15.08%
<b>Net Income</b>	<b>-71,742.55</b>	<b>-140,796.67</b>	<b>256,071.16</b>	<b>-238,058.86</b>	<b>494,130.02</b>	<b>-441,150.04</b>	<b>-58.05%</b>

FEBRUARY 2016

RIDECARE

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
YTD Actual & budget Target 66.67%							
Ordinary Income/Expense					Better (Worse)		
Income							
4300 INTEREST	560.15	250.00	3,344.15	2,000.00	1,344.15	3,000.00	111.47%
4500 RC PROVIDER SERVICE REIM	286,082.47	230,833.33	2,025,353.74	1,846,666.64	178,687.10	2,770,000.00	73.12%
Other Types of Income	0.00	0.00	0.00	0.00	0.00	140,000.00	0.00%
<b>Total Income</b>	<b>286,642.62</b>	<b>231,083.33</b>	<b>2,028,697.89</b>	<b>1,848,666.64</b>	<b>180,031.25</b>	<b>2,913,000.00</b>	<b>69.64%</b>
Gross Profit	286,642.62	231,083.33	2,028,697.89	1,848,666.64	180,031.25	2,913,000.00	69.64%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	21,113.73	23,658.88	182,576.07	201,271.04	18,694.97	307,914.56	59.29%
6200 PAYROLL EXPENSES	2,261.06	3,161.31	21,759.27	26,871.14	5,111.87	41,097.04	52.95%
6300 EMPLOYEE BENEFITS	3,642.72	6,307.83	41,827.99	53,619.51	11,791.52	81,999.00	51.01%
<b>Total 1. PERSONNEL SERVICES</b>	<b>27,017.51</b>	<b>33,128.02</b>	<b>246,163.33</b>	<b>281,761.69</b>	<b>35,598.36</b>	<b>431,010.60</b>	<b>57.11%</b>
2. MATERIALS & SERVICES							
7000 RC PROVIDER PAYMENTS	189,189.97	183,333.33	1,532,550.05	1,466,666.64	(65,883.41)	2,200,000.00	69.66%
7030 BUS PASSES	400.00	1,333.00	10,998.00	10,666.00	(332.00)	16,000.00	68.74%
8005 AUDIT	0.00	0.00	6,095.60	5,367.60	(728.00)	5,460.00	111.64%
8006 ADS (HR JOB POSTING)	0.00	0.00	501.16	191.00	(310.16)	382.00	131.19%
8010 BANK FEES	10.05	11.81	80.10	94.48	14.38	142.00	56.41%
8020 BLDING & GROUNDS MAINT	555.04	1,071.00	3,547.06	8,570.00	5,022.94	12,856.00	27.59%
8025 BUS PASSES	0.00	0.00	0.00	0.00	0.00	0.00	
8030 COMP-INFO-TECH SERVICES	360.00	554.00	2,028.94	5,696.00	3,667.06	8,449.00	24.01%
8035 CONF TRAINING & TRAVEL	0.00	443.00	449.21	3,765.92	3,316.71	5,018.44	8.95%
8045 DRUG/ALCOHOL/BG CHECKS	0.00	86.83	1,177.50	694.66	(482.84)	1,042.00	113.00%
8050 DUES SUBSCRIPTIONS & FEES	0.00	105.61	117.22	856.09	738.87	1,266.00	9.26%
8055 DURABLE EQUIP/SMALL TOOLS	1,136.36	447.00	7,596.46	8,182.00	585.54	10,472.00	72.54%
8065 EDUCATION/OUTREACH	0.00	84.88	0.00	668.61	668.61	1,019.00	0.00%
8070 EMPLOYEE RECOGNITION	0.00	113.00	110.06	1,209.00	1,098.94	1,660.00	6.63%
8080 INSURANCE	2,308.25	0.00	5,089.98	3,258.00	(1,831.98)	6,515.00	78.13%
8090 LEGAL ADS	0.00	0.00	0.00	58.46	58.46	179.00	0.00%
8095 LEGAL COUNSEL	0.00	78.50	378.00	629.50	251.50	1,260.00	30.00%
8100 MEETING EXPENSE	61.90	83.00	125.25	661.00	535.75	992.00	12.63%
8120 OFFICE SUPPLIES	815.19	530.29	2,370.20	4,216.53	1,846.33	6,427.00	36.88%
8130 PAYROLL PROCESSING FEES	27.30	21.00	232.29	168.00	(64.29)	252.00	92.18%
8139 PROFESSIONAL SERVICES	246.00	118.00	1,636.00	2,245.72	609.72	2,678.12	61.09%
8155 TELEPHONE/INTERNET SERVICE	4,996.37	1,210.00	26,696.71	9,680.00	(17,016.71)	14,520.00	183.86%
8165 UTILITIES	827.22	610.00	5,249.01	4,397.00	(852.01)	6,840.00	76.74%
<b>Total 2. MATERIALS &amp; SERVICES</b>	<b>200,933.65</b>	<b>190,234.25</b>	<b>1,607,028.80</b>	<b>1,537,942.21</b>	<b>(69,086.59)</b>	<b>2,303,429.56</b>	<b>69.77%</b>
7050 DMAP/COO Annual Adjustment	65,126.64	0.00	130,556.91	68,500.00	(62,056.91)	137,500.00	94.95%
<b>Total Expense</b>	<b>293,077.80</b>	<b>223,362.27</b>	<b>1,983,749.04</b>	<b>1,888,203.90</b>	<b>(95,545.14)</b>	<b>2,871,940.16</b>	<b>69.07%</b>
Net Ordinary Income	-6,435.18	7,721.06	44,948.85	-39,537.26	84,486.11	41,059.84	109.47%
Other Income/Expense							
Other Expense							
3. OTHER EXPENSES							
9611 CLATSOP BANK-LOAN INT	0.00	0.00	0.00	3,532.00	3,532.00	3,532.00	0.00%
<b>Total 3. OTHER EXPENSES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,532.00</b>	<b>3,532.00</b>	<b>3,532.00</b>	<b>0.00%</b>
9600 DEBT SERVICE & INTERES-FEE	0.00		179.82		(179.82)		
9625 SDAO FLEXLEASE-PRINCIPAL	0.00		16,650.00		(16,650.00)		
9626 SDAO FLEXLEASE-INTEREST	0.00		2,360.14	12,000.00	9,639.86	12,000.00	19.67%
9655 DMAP REPAYMENT AGREEMENT	0.00	0.00	109,029.75	109,031.00	1.25	145,374.00	75.00%
9700 CAPITAL EXPENSE	0.00		32,053.23	30,000.00	(2,053.23)	30,000.00	106.84%
9800 CONTINGENCY	0.00	0.00	0.00	105,000.00	105,000.00	210,000.00	0.00%
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>160,272.94</b>	<b>259,563.00</b>	<b>99,290.06</b>	<b>400,906.00</b>	<b>39.98%</b>
Net Other Income	0.00	0.00	-160,272.94	-259,563.00	99,290.06	-400,906.00	39.98%
<b>Net Income</b>	<b>-6,435.18</b>	<b>7,721.06</b>	<b>-115,324.09</b>	<b>-299,100.26</b>	<b>183,776.17</b>	<b>-359,846.16</b>	<b>32.05%</b>



**FEBRUARY 2016 A/R AGING SUMMARY**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
CLATSOP COUNTY TREASURER	0.00	0.00	0.00	-13,540.20	56,471.90	42,931.70
DHS - CHILD WELFARE-CLATSOP	540.00	540.00	0.00	0.00	0.00	1,080.00
ISN	0.00	0.00	0.00	0.00	-330.00	-330.00
ODOT	0.00	0.00	-25,795.00	0.00	25,815.00	20.00
P-ALLSTATE INSURANCE AGENCY	142.50	0.00	0.00	0.00	0.00	142.50
P-ANDI WARREN INSURANCE AGENCY	47.50	0.00	0.00	0.00	0.00	47.50
P-BRACHMANN, CAROL	47.50	0.00	0.00	0.00	0.00	47.50
P-CELLAR ON 10TH, THE	95.00	0.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	95.00	0.00	0.00	0.00	95.00	190.00
P-H&R Block	95.00	0.00	0.00	0.00	0.00	95.00
P-HOMESPUN QUILTS	95.00	0.00	0.00	0.00	0.00	95.00
P-JULI A COLE (JJ Hardwood)	47.50	0.00	0.00	0.00	0.00	47.50
P-SAMUELSON	0.00	0.00	0.00	47.50	47.50	95.00
P-STEINER, MICHELE	47.50	0.00	0.00	0.00	0.00	47.50
RC-PASSES	0.00	1,410.00	114.00	1,464.00	0.00	2,988.00
<b>TOTAL</b>	<b><u>1,252.50</u></b>	<b><u>1,950.00</u></b>	<b><u>-25,681.00</u></b>	<b><u>-12,028.70</u></b>	<b><u>82,099.40</u></b>	<b><u>47,592.20</u></b>

**FEBRUARY 2016 A/P AGING SUMMARY**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
ABECO	0.00	269.51	0.00	0.00	0.00	269.51
AFFORDABLE TOWING & REPAIR LLC	442.00	0.00	0.00	0.00	0.00	442.00
ALSCO	63.77	0.00	0.00	0.00	0.00	63.77
ASTORIA, CITY OF	553.37	0.00	0.00	0.00	0.00	553.37
COAST GARAGE DOOR CO	548.00	0.00	0.00	0.00	0.00	548.00
COASTAL ENTERPRISES, LLC	110.25	0.00	0.00	0.00	0.00	110.25
E- BARTON, ERIC	21.60	0.00	0.00	0.00	0.00	21.60
E-deANDA, DEMECIO	95.00	0.00	0.00	0.00	0.00	95.00
E-PARKER, MARY	209.99	0.00	0.00	0.00	0.00	209.99
JACKSON & SON OIL, INC.	2,729.65	0.00	0.00	0.00	0.00	2,729.65
LAZERQUICK	55.00	0.00	0.00	0.00	0.00	55.00
MAVERICK MEDIA/ RENEGADE RADIO LLC	60.00	0.00	0.00	0.00	0.00	60.00
MTR WESTERN BUS	980.95	0.00	0.00	0.00	0.00	980.95
NW NATURAL	174.66	0.00	0.00	0.00	0.00	174.66
OFFICE DEPOT	1,079.08	0.00	0.00	0.00	0.00	1,079.08
PACIFIC POWER	893.21	455.57	0.00	0.00	0.00	1,348.78
VERIZON WIRELESS	824.50	0.00	0.00	0.00	0.00	824.50
<b>TOTAL</b>	<b><u>8,841.03</u></b>	<b><u>725.08</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>9,566.11</u></b>

RideCare

RC-BAKERS GENERAL STORE	475.15	0.00	0.00	0.00	0.00	475.15
RC-COLUMBIA COUNTY RIDER	2,171.16	0.00	0.00	0.00	0.00	2,171.16
RC-COMMUNITY AMBULANCE	876.00	0.00	0.00	0.00	0.00	876.00
RC-ELLIOTT'S TRANSPORT	3,407.00	0.00	0.00	0.00	0.00	3,407.00
RC-MEDIX AMBULANCE	0.00	5,292.00	0.00	0.00	0.00	5,292.00
RC-RONALD MCDONALD HOUSE	280.00	0.00	0.00	0.00	0.00	280.00
RC-SETD-PARA	208.00	194.00	0.00	0.00	0.00	402.00
RC-WAPATO SHORES, INC	10,781.00	0.00	0.00	0.00	0.00	10,781.00
RC REKART-J	300.15	0.00	0.00	0.00	0.00	300.15
RC REKART, SEAN	52.38	0.00	0.00	0.00	0.00	52.38
<b>Total</b>	<b><u>18,550.84</u></b>	<b><u>5,486.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>24,036.84</u></b>

**FEBRUARY 2016 CHECKS OVER \$5,000**

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Paid Amount</u>	<u>Original Amount</u>
Bill Pmt -Check	3607	02/03/2016	RC-K & M MEDIVAN		-5,433.62
Bill Pmt -Check	3608	02/03/2016	RC-MEDIX AMBULANCE		-5,510.00
Bill Pmt -Check	3630	02/11/2016	RC-HOT SHOT TRANSPORTATION		-11,763.30
Bill Pmt -Check	3631	02/11/2016	RC-K & M MEDIVAN		-8,248.09
Bill Pmt -Check	3636	02/11/2016	RC-TILLAMOOK COUNTY TRANSPORTATION		-21,350.00
Bill Pmt -Check	3638	02/11/2016	RC-WAPATO SHORES, INC		-23,168.20
Bill Pmt -Check	3663	02/22/2016	RC-MEDIX AMBULANCE		-6,058.00
Bill Pmt -Check	3668	02/22/2016	RC-WAPATO SHORES, INC		-13,073.37
Bill Pmt -Check	3675	02/24/2016	RC-K & M MEDIVAN		-15,388.86
Bill Pmt -Check	3676	02/24/2016	RC-MEDIX AMBULANCE		-6,141.00
Bill Pmt -Check	3681	02/24/2016	RC-WAPATO SHORES, INC		-13,417.67
Bill Pmt -Check	3682	02/24/2016	RC-COLUMBIA PACIFIC CCO		-65,126.64
Bill Pmt -Check	15690	02/03/2016	SDIS		-11,231.28
Bill Pmt -Check	15737	02/22/2016	SDIS		-21,755.25
Bill Pmt -Check	15759	02/24/2016	PRECISION ALIGNMENT		-5,176.23
Liability Check	15774	02/29/2016	SDIS		-27,235.91
Check	022916	02/29/2016	CLATSOP COMMUNITY BANK		-6,573.50

# Bill

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

Date	Ref. No.
02/16/2016	0342 1/8 - 2/5

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

**PAID**

Bill Due 03/17/2016
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
8057 OFFICE FURNITURE & EQUIP	0808 - CLABORN HOME DEPOT - KIDS ORGANIZER FOR TC	39.88		OPER 5311
8031 WEBSITE/ON-LINE SW SUB	ADOBE.COM - SOFTWARE SUBSCRIPTION	34.98		ADMINISTRATION
8056 COMPUTER HARDWARE	CDW - SOFTWARE FOR RIDE CARE	217.27	RIDE CARE ADMIN	ADMINISTRATION
8120 OFFICE SUPPLIES	ABECO - 1099 FORMS	3.00		ADMINISTRATION
8056 COMPUTER HARDWARE	LENOVO - COMPUTER FOR RIDE CARE	919.09	RIDE CARE ADMIN	ADMINISTRATION
8056 COMPUTER HARDWARE	STAPLES - PRINTER FOR SEASIDE KIOSK	203.57		OPER 5311
8173 STOCK PARTS	0220 EARLS A&M SYSTEMS - DOOR MOTOR	323.44		OPER 5311
8121 POSTAGE-SHIPING	USPS - POSTAGE	30.99		OPER 5311
8100 MEETING EXPENSE	0318 FRY FRED MEYER - FOOD - SENIOR AND DISABLED MEETING	38.31		MOBILITY MANAGEMENT
8038 TRAVEL	SUBWAY - FOOD - TRAVEL TRAINING IN ST HELENS	7.25		TRANS OPTIONS
8038 TRAVEL	SETD - BUS TICKET - TRAVEL TRAINING IN ST HELENS	18.00		TRANS OPTIONS
8038 TRAVEL	IXTAPA MEXICAN RESTAURANT - FOOD - TRAVEL TRAINING IN ST HELENS	12.25		TRANS OPTIONS
8120 OFFICE SUPPLIES	RITE AID - COMPUTER MOUSE	9.99		TRANS OPTIONS
8038 TRAVEL	KLONDIKE RESTAURANT - FOOD - TRAVEL TRAINING IN ST HELENS	31.50		TRANS OPTIONS

# Bill

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

Date	Ref. No.
02/16/2016	0342 1/8 - 2/5

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

**PAID**

Bill Due	03/17/2016
Terms	
Memo	

## Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	WALGREENS - FOOD - ODOT QUARTERLY MEETING	12.77		TRANS OPTIONS
8038 TRAVEL	HAWAIIAN TIME - FOOD - ODOT QUARTERLY MEETING	11.45		TRANS OPTIONS
8038 TRAVEL	UBER TECHNOLOGIES - TRANSPORTATION - ODOT QUARTERLY MEETING	32.63		TRANS OPTIONS
8038 TRAVEL	JIM DANDY'S DRIVE INN - FOOD - ODOT QUARTERLY MEETING	11.30		TRANS OPTIONS
8038 TRAVEL	RODEWAY INN - LODGING TAX - ODOT QUARTERLY MEETING	2.36		TRANS OPTIONS
8038 TRAVEL	AMTRAK - BUS TICKET - ODOT QUARTERLY MEETING	18.00		TRANS OPTIONS
8038 TRAVEL	TRACKSIDE CAFE - FOOD - ODOT QUARTERLY MEETING	9.50		TRANS OPTIONS
8038 TRAVEL	EXPEDIA - LODGING - OREGON ACTIVE TRANSPORTATION SUMMIT	317.38		TRANS OPTIONS
8038 TRAVEL	0667 HAZEN ARBY'S - FOOD -PTAC MEETING	7.49		ADMINISTRATION
8050 DUES SUBSCRIPTIONS & FEES	DAILY ASTORIAN - NEWSPAPER FOR WARRENTON	135.05		OPER 5311
8100 MEETING EXPENSE	WET DOG CAFE - FOOD - CHAMBER MEETING	9.50		ADMINISTRATION
8038 TRAVEL	COW BELLE CAFE - FOOD - BUDGET TRAINING	35.45		ADMINISTRATION
8038 TRAVEL	RED ROBIN - FOOD -SDAO TRAINING	50.14		ADMINISTRATION
	0261 JONES			

# Bill

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

Date	Ref. No.
02/16/2016	0342 1/8 - 2/5

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

**PAID**

Bill Due 03/17/2016
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
8120 OFFICE SUPPLIES	AMAZON MARKETPLACE - CASE FOR PHONE	15.00	RIDECARE ADMIN	ADMINISTRATION
8100 MEETING EXPENSE	FRED MEYER - FOOD - RIDECARE ADVISORY MEETING	61.90	RIDECARE ADMIN	ADMINISTRATION
8070 EMPLOYEE RECOGNITION	0204 PARKER BLOOMIN' CRAZY FLORAL - FLOWERS FOR JEFF AND FAMILY	59.00		ADMINISTRATION
8100 MEETING EXPENSE	HOME BAKING CO - FOOD FOR BOARD MEETING	11.00		ADMINISTRATION
8121 POSTAGE-SHIPING	USPS - POSTAGE	149.52		ADMINISTRATION
8066 EVENT SUPPLIES	DOLLAR TREE - SUPPLIES FOR RIDER APPRECIATION DAY	22.00		ADMINISTRATION
8066 EVENT SUPPLIES	HOME BAKING CO - FOOD FOR RIDER APPRECIATION DAY	22.50		ADMINISTRATION
8066 EVENT SUPPLIES	SAFEWAY - FOOD FOR RIDER APPRECIATION DAY	70.09		ADMINISTRATION
8036 CONFERENCE/TRAINING FEES	0292 VERLEY CTA CONFERENCE- BROWNPAPERTICKETS.COM - MOBILITY MANAGEMENT & NW TRAVEL TRAINING SUMMIT FEES	175.00		MOBILITY MANAGEMENT

Expense Total : 3,128.55

**Bill Total : \$3,128.55**

# SETD BOARD CALENDAR 2016-2017 **DRAFT**

DATE	TIME	EVENT
Mar-17	17:00	BOARD PACKS
Mar-24	9:00	MARCH BOARD MEETING
Apr-1	9:00	OMAP PAYMENT DUE
Apr-21	17:00	BOARD PACKS
Apr-28	9:00	APRIL BOARD MEETING
Apr-28	9:00	JEFF SELF EVALUATION
May-19	17:00	BOARD PACKS
May-20	10:00	BUDGET COMMITTEE TRAINING- JEFF HAZEN
May-26	9:00	MAY BOARD MEETING
May-30	11:00	SEASIDE STREETCAR STARTS SETD OPEN
Jun-1	9:00	SDAO LEASE PAYMENT DUE
Jun-3	10:00	SETD BUDGET MEETING
Jun-10	10:00	TENTATIVE SECOND BUDGET MEETING IF REQUIRED
Jun-16	17:00	BOARD PACKS
Jun-23	9:00	JUNE BOARD MEETING BUDGET HEARING
Jul-1	9:00	OMAP PAYMENT DUE
Jul-4	8:00	FOURTH OF JULY SETD OPEN
Jul-21	17:00	BOARD PACKS
Jul-28	9:00	JULY BOARD MEETING
Jul-28	9:00	JEFF SELF EVALUATION
Aug-18	17:00	BOARD PACKS
Aug-25	9:00	AUGUST BOARD MEETING

DATE	TIME	EVENT
<b>Sep-5</b>	<b>9:00</b>	<b>LABOR DAY SETD OPEN</b>
<b>Sep-15</b>	<b>17:00</b>	<b>BOARD PACKS</b>
<b>Sep-22</b>	<b>9:00</b>	<b>SEPTEMBER BOARD MEETING</b>
<b>Sep-22</b>	<b>9:00</b>	<b>JEFF SELF EVALUATION</b>
<b>Oct-1</b>	<b>9:00</b>	<b>OMAP PAYMENT DUE</b>
<b>Oct-20</b>	<b>17:00</b>	<b>BOARD PACKS</b>
<b>Oct-27</b>	<b>9:00</b>	<b>OCTOBER BOARD MEETING</b>
<b>Oct-27</b>	<b>9:00</b>	<b>JEFF SELF EVALUATION</b>
<b>NOV ?</b>	<b>17:00</b>	<b>BOARD PACKS</b>
<b>NOV ?</b>	<b>9:00</b>	<b>NOVEMBER BOARD MEETING</b>
<b>Dec-1</b>	<b>9:00</b>	<b>SDAO LEASE PAYMENT DUE</b>
<b>Dec ?</b>	<b>17:00</b>	<b>BOARD PACKS</b>
<b>Dec ?</b>	<b>9:00</b>	<b>DECEMBER BOARD MEETING</b>



Date: March 17, 2016

To: Board of Commissioners

From: Jeff

Re: CCCHD (Clatsop Care Center Health District) IGA (Intergovernmental Agreement)

Attached is an IGA with CCCHD to provide their transportation services. As you may recall, last year the SDAC (Seniors and Disabled Advisory Committee) recommended awarding \$15,708 in STF (Special Transportation Funds) to CCCHD to assist in the purchase of a new bus. This IGA will eliminate the need for them to purchase a new vehicle thus saving tax payer dollars. If the IGA is approved by the Board, we will get a recommendation from the SDAC on what to do with the \$15,708. A couple of options could be to allow them to have it and use it towards transportation costs or award the money to other agencies.

CCCHD is a FTA (Federal Transportation Administration) QHSO (Qualified Human Services Organization). This allows us to provide these services without violating charter bus regulations.

## INTERGOVERNMENTAL AGREEMENT

### FOR TRANSPORTATION SERVICES FOR CLATSOP CARE CENTER HEALTH DISTRICT

This agreement, effective when signed by all parties, is made and entered into between the Sunset Empire Transportation District, 900 Marine Drive, Astoria, OR 97103, an ORS Chapter 190 entity, hereinafter referred to as "SETD" and Clatsop Care Center Health District, a federally qualified human services organization (QHSD), 646 16th Street Astoria, OR 97103, hereinafter referred to as "CCCHD". This Agreement is for the provision of transportation services.

1. **Effective Date.** This Agreement shall be effective as of April 1, 2016 through June 30, 2017. This agreement supersedes any and all prior agreements between the parties. This agreement will automatically renew for successive periods of 12 months each on the same terms and conditions contained herein, except compensation which shall be subject to adjustment.

2. **General Description of Work.** This Agreement is for transportation services as described in Exhibit A, Scope of Work.

3. **Reimbursement.** CCCHD 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 CCCHD 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 CCCHD 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 CCCHD. 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 may be terminated if the alleged violation has not been remedied to the satisfaction of the non-violating party within 10 days of the written notice of violation.

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

All claims, counter claims, disputes and other matters in question between CCCHD 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

Clatsop Care Center Health District  
Nicole Williams, CEO  
646 16th St.  
Astoria, OR 97103

## **8. Indemnity and Insurance.**

(a) SETD agrees to indemnify, defend, and hold harmless CCCHD 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 CCCHD for any such liability arising out of negligent acts or omissions of CCCHD, 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 CCCHD as an additional insured, and furnishing CCCHD with written proof of insurance on or before commencement of this agreement.

(c) CCCHD agrees to indemnify, defend, and hold harmless SETD from all claims, lawsuits and actions of whatever nature brought against those parties which arise from CCCHD's performance or omissions under this Agreement. CCCHD 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 CCCHD.

## **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 either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision.

16. **Entire Agreement.** This Agreement represents the entire understanding of CCCHD 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.

A. SETD, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of CCCHD nor are any of the SETD employees employed by CCCHD. 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 CCCHD employees unless required by applicable law. Furthermore, SETD is free to contract with other parties, on other matters, for the duration of this Agreement.

B. SETD employees, volunteers or agents performing under this contract are not deemed to be employees of CCCHD 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 CCCHD 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

**Clatsop Care Center Health District**

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

Nicole Williams, CEO

## SCOPE OF WORK

### **Task 1: Transportation of CCCHD Residents**

SETD shall provide transportation services to CCCHD. The transportation services will be for the three facilities that CCCHD operates, Clatsop Care Center (CCC), Clatsop Retirement Village (CRV), and the Clatsop Care Memory Community (CCMC). These services will provide groups of CCCHD residents with access to activities outside of the facilities of CCCHD such as shopping trips, meal trips, special activities, etc. With the exception of Task 2, SETD will not provide individual trips.

CCCHD will provide the appropriate amount of attendants needed for the trip.

CCCHD will provide SETD with a monthly schedule no later than the 7 days prior to the beginning of the month. Additional trips can be requested as needed with 72 hour notice provided to SETD. These additional trips will be subject to available personnel to provide the trip. CCCHD will include the anticipated number of residents for each trip.

If CCCHD needs to cancel a scheduled trip, they need to contact SETD 72 hours prior to the scheduled trip.

All monthly schedules and additional trips shall be emailed to the following addresses:

[scottearls@ridethebus.org](mailto:scottearls@ridethebus.org)

[ds@ridethebus.org](mailto:ds@ridethebus.org)

SETD will not provide transportation on the following holidays; Thanksgiving, Christmas, or New Year's Day.

**Task 2: Transportation of individual Residents between facilities.** SETD will provide transportation of individual residents between facilities. i.e. returning CRV residents from rehabilitating at CCC. Residents must be mobile or have a mobility device; stretcher trips are not included in this agreement.

**Task 3: Vehicle Ownership, Maintenance, and other Capital Costs.** SETD will be responsible for the provision of vehicles, fuel, insurance and maintenance costs.

## EXHIBIT B

### SETD COMPENSATION

**B.1 Basis of Compensation.** CCCHD 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. Compensation will include a 0.33 hour (20 min.) pre and post-inspection driver routine. 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 CCCHD. Invoices shall be submitted to CCCHD on or before the fifteenth of the month for services incurred during the previous month. CCCHD shall be allowed thirty (30) days from the date the invoice is received to reimburse SETD, provided that the work performed is acceptable to CCCHD. Upon receipt of the invoice, CCCHD shall review the documentation submitted and may request additional information. If CCCHD 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 CCCHD requests additional information from SETD, CCCHD 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, CCCHD may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily.

**B.3 Changes in the Scope of Project.** CCCHD 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 CCCHD of such suspension or abandonment. If the Project is resumed after being suspended, SETD's compensation shall be reviewed with CCCHD 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 CCCHD.

Date: March 16, 2016

To: Board of Commissioners

From: Executive Director Jeff Hazen

Re: Valic

The IRS (Internal Revenue Service) requires that retirement plan documents be updated periodically to incorporate law changes. This restatement includes 5 law changes. The documents have gone through our review process. The documents are over 85 pages so rather than including all of them, I have only included the ones necessary for your approval of the restatement of the plan. I also attached a letter from the IRS showing that this form of plan is acceptable to them.

We are asking for your approval of the attached resolution.



TAX EXEMPT AND  
GOVERNMENT ENTITIES  
DIVISION

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

Plan Description: Volume Submitter Money Purchase Pension Plan  
FFN: 31558340002-002 Case: 201200205 EIN: 76-0519990  
Letter Serial No: J593779a  
Date of Submission: 04/04/2012

VALIC RETIREMENT SERVICES COMPANY  
2929 ALLEN PARKWAY, L11-40  
HOUSTON, TX 77019

Contact Person:  
Janell Hayes  
Telephone Number:  
513-263-3602  
In Reference To: TEGE:EP:7521  
Date: 03/31/2014

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable under section 401 of the Internal Revenue Code for use by employers for the benefit of their employees. This opinion relates only to the acceptability of the form of the plan under the Internal Revenue Code. It is not an opinion of the effect of other Federal or local statutes.

You must furnish a copy of this letter, a copy of the approved plan, and copies of any subsequent amendments to adopting employers if the practitioner is authorized to amend the plan on their behalf, to each employer who adopts this plan. Effective on or after 10/31/2011, interim amendments adopted by the practitioner on behalf of employers must provide the date of adoption by the practitioner.

This letter considers the changes in qualification requirements contained in the 2010 Cumulative List of Notice 2010-90, 2010-52 I.R.B. 909.

Our opinion on the acceptability of the form of the plan is not a ruling or determination as to whether an employer's plan qualifies under Code section 401(a). However, an employer that adopts this plan may rely on this letter with respect to the qualification of its plan under Code section 401(a), as provided for in Rev. Proc. 2011-49, 2011-44 I.R.B. 608, and outlined below. The terms of the plan must be followed in operation.

Except as provided below, our opinion does not apply with respect to the requirements of Code sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion does not apply for purposes of Code section 401(a)(10)(B) and section 401(a)(16) if an employer ever maintained another qualified plan for one or more employees who are covered by this plan. For this purpose, the employer will not be considered to have maintained another plan merely because the employer has maintained another defined contribution plan(s), provided such other plan(s) has been terminated prior to the effective date of this plan and no annual additions have been credited to the account of any participant under such other plan(s) as of any date within the limitation year of this plan. Also, for this purpose, an employer is considered as maintaining another plan, to the extent that the employer maintains a welfare benefit fund defined in Code section 419(e), which provides postretirement medical benefits allocated to separate accounts for key employees as defined in Code section 419A(d)(3), or an individual medical account as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the employer, or a simplified employee pension plan.

Our opinion does not apply for purposes of the requirement of section 1.401(a)-1(b)(2) of the regulations applicable to a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Letter 4333

This is not a ruling or determination with respect to any language in the plan that reflects Section 3 of the Defense of Marriage Act, Pub. L. 104-199, 110 Stat. 2419 (DOMA) or U.S. v. Windsor, 133 S. Ct. 2675 (2013), which invalidated that section.

This letter is not a ruling with respect to the tax treatment to be accorded contributions which are picked up by the governmental employing unit within the meaning of section 414(h)(2) of the Internal Revenue Code.

Our opinion applies with respect to the requirements of Code section 410(b) if 100 percent of all nonexcludable employees benefit under the plan. Employers that elect a safe harbor allocation formula and a safe harbor compensation definition can also rely on an advisory letter with respect to the nondiscriminatory amounts requirement under section 401(a)(4). If this plan includes a CODA or otherwise provides for contributions subject to sections 401(k) and/or 401(m), the advisory letter can be relied on with respect to the form of the nondiscrimination tests of 401(k)(3) and 401(m)(2) if the employer uses a safe harbor compensation definition. In the case of plans described in section 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may also rely on the advisory letter with respect to whether the form of the plan satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan.

The employer may request a determination (1) as to whether the plan, considered with all related qualified plans and, if appropriate, welfare benefit funds, individual medical benefit accounts, and simplified employee pension plans, satisfies the requirements of Code section 401(a)(16) as to limitations on benefits and contributions in Code section 415 and the requirements of Code section 401(a)(10)(B) as to the top-heavy plan requirements in Code section 416; (2) with respect to whether a money purchase or target benefit plan's normal retirement age which is earlier than age 62 satisfies the requirements of section 401(a)-1(b)(2) of the Income Tax Regulations; (3) that the plan is a multiple employer plan; (4) whether there has been a partial termination; and (5) to comply with published procedures of the Service (e.g. minimum funding waiver request). The employer may request a determination letter by filing an application with Employee Plans Determinations on Form 5307, with regard to item (1) above, and Form 5300, for items (2), (3), (4) and (5), without restating for the Cumulative List in effect when the application is filed.

If you, the volume submitter practitioner, have any questions concerning the IRS processing of this case, please call the above telephone number. This number is only for use of the practitioner. Individual participants and/or adopting employers with questions concerning the plan should contact the volume submitter practitioner. The plan's adoption agreement, if applicable, must include the practitioner's address and telephone number for inquiries by adopting employers.

If you write to the IRS regarding this plan, please provide your telephone number and the most convenient time for us to call in case we need more information. Whether you call or write, please refer to the Letter Serial Number and File Folder Number shown in the heading of this letter.

You should keep this letter as a permanent record. Please notify us if you modify or discontinue sponsorship of this plan.

Sincerely Yours,



Andrew E. Zuckerman  
Director, Employee Plans Rulings and Agreements

**RESOLUTION AUTHORIZING  
AMENDMENT AND RESTATEMENT OF RETIREMENT PLAN  
VIA ADOPTION OF VALIC RETIREMENT SERVICES COMPANY RETIREMENT PLAN FOR GOVERNMENTAL EMPLOYERS**

**WHEREAS**, Sunset Empire Transportation District (hereinafter, the "Employer"), previously established the Sunset Empire Transportation District 401(a) Plan (hereinafter, the "Plan") for the exclusive benefit of its employees and their beneficiaries, which Plan was originally effective as of July 1, 2002; and

**WHEREAS**, the Employer retained the power to amend and/or terminate the Plan; and

**WHEREAS**, the Employer now desires to amend and restate the Plan by adopting the VALIC Retirement Services Company Retirement Plan for Governmental Employers document; and

**NOW THEREFORE, BE IT RESOLVED** that the Employer hereby amends and restates that Plan, effective July 1, 2015, by adopting the document titled "VALIC Retirement Services Company Retirement Plan for Governmental Employers," in the form and substance as the document heretofore presented to the governing body of the Employer; and

**RESOLVED FURTHER**, that the appropriate representatives of the Employer be, and the same hereby are, authorized and directed to: (i) execute the adoption agreement to the VALIC Retirement Services Company Retirement Plan for Governmental Employers document as approved; (ii) execute all other documents and to do all other things as may be necessary or appropriate to make the VALIC Retirement Services Company Retirement Plan for Governmental Employers document effective July 1, 2015, including the execution of any amendments required by the Internal Revenue Service in order to continue and maintain the qualified and exempt status of the Plan; and (iii) execute any other documents required to obtain reliance on advisory letters issued to the VALIC Retirement Services Company Retirement Plan for Governmental Employers by the Internal Revenue Service.

**CERTIFICATION**

I, \_\_\_\_\_, do hereby certify that the above resolutions were unanimously adopted by the governing body of the Employer at a meeting duly held at Astoria, Oregon, on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_

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

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

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

**VALIC Retirement Services Company  
Retirement Plan for Governmental Employers**

**Adoption Agreement #002 – Money Purchase Pension Plan**

**Advisory Letter Number: J593779a**

The undersigned, Sunset Empire Transportation District ("Employer"), by executing this Adoption Agreement, elects to establish (or restate) a retirement plan (and trust, if applicable) (hereinafter, the "Plan") under the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the "Basic Plan Document"). The Employer, subject to the Employer's elections in this Adoption Agreement, adopts fully the Plan provisions (and if applicable, the Trust provisions). The Adoption Agreement and the Basic Plan Document together constitute the Employer's entire Plan (and Trust, if applicable) document. All section references within this Adoption Agreement are Adoption Agreement section references unless the Adoption Agreement or the context indicates otherwise. All "Article" references, and all "Plan Section" references, are references to the applicable article or section of the Basic Plan Document.

The Employer makes the following elections, as permitted under the corresponding provisions of the Basic Plan Document:

**A. VOLUME SUBMITTER PRACTITIONER INFORMATION.**

VALIC Retirement Services Company  
Attn: Institutional Services  
2929 Allen Parkway, L8-10  
Houston, Texas 77019  
888-478-7020

**B. PLAN INFORMATION.**

1. Plan Name: Sunset Empire Transportation District 401(a) Plan
2. Plan Number (e.g., 001, 002, etc.): 001
3. Effective Date: *(Note: The Effective Date for a new Plan or the Restated Effective Date for a restated Plan generally cannot be earlier than the first day of the Plan Year in which this plan or restatement is adopted. If this is a restatement to comply with the Pension Protection Act of 2006 ("PPA"), the Restated Effective Date may be the first day of the current Plan Year as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)*
  - a.  This is a new Plan effective as of \_\_\_\_\_ (hereinafter "Effective Date").
  - b.  This amendment is a restatement of a previously established qualified plan which was originally effective July 1, 2002 (hereinafter "Effective Date"). The effective date of this restatement is July 1, 2015 (hereinafter "Restated Effective Date").
4. Plan Year/Limitation Year means the 12-consecutive month period (except for Short Plan Years) ending every (Check a. or b., and c., if applicable).
  - a.  December 31
  - b.  Other: June 30
  - c.  Short Plan Year commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
5. Anniversary Date (annual Valuation Date):
  - a.  last day of the Plan Year
  - b.  first day of the Plan Year

**C. EMPLOYER INFORMATION.**

1. Name of Employer: Sunset Empire Transportation District
2. Address: 900 Marine Drive  
(Number and Street)  
Astoria Oregon 97103  
(City) (State) (Zip Code)
3. Telephone Number: (503) 861-7433
4. Employer Identification Number: 93 - 1146160

5. By signing this Adoption Agreement, the Employer represents and affirms that it is a state or local governmental entity, as defined in Code section 414(d), and is a:
- a.  K-12 educational organization
  - b.  higher educational organization
  - c.  city or county government
  - d.  state government
  - e.  other governmental entity (specify) \_\_\_\_\_

6. Employer's Fiscal Year: June 30

**D. TRUST ELECTION.**

1. All or a portion of this Plan shall be Trusteed pursuant to Article V of the Plan.
- a.  No, this Plan shall be funded exclusively with annuity contracts pursuant to Article X.
  - b.  Yes, this Plan shall have a nondiscretionary Trustee (as described in Article V).
  - c.  Yes, this Plan shall have a discretionary Trustee (as described in Article V).

**E. SERVICE.**

1. PREDECESSOR EMPLOYER OR OTHER EMPLOYER.

This Plan shall recognize service with a predecessor Employer or other entity.

- a.  No
- b.  Yes, service with \_\_\_\_\_ shall be recognized for purposes of (check all that apply):
  - (i)  eligibility
  - (ii)  vesting
  - (iii)  contribution accrual
  - (iv)  early retirement
  - (v)  normal retirement
  - (vi)  other: \_\_\_\_\_

2. SERVICE CREDITING METHODS.

If this Plan requires an annual service requirement to receive an Employer contribution as selected in Section G, the Hours of Service crediting method shall be used for this purpose, and the applicable computation period shall be the Plan Year (or Short Plan Year). The service crediting method for all other purposes shall be as follows:

- a. SERVICE CREDITING METHOD (select one)
  - (i)  Hours of Service crediting method
  - (ii)  elapsed time crediting method
- b. If the Hours of Service crediting method is selected in Section E.2.a.(i) above, then the following must be completed, and shall apply to all Employees:
  - (i) Hours of Service crediting method (select one of the following):
    - (a)  actual hours
    - (b)  days worked
    - (c)  months worked
    - (d)  other: \_\_\_\_\_
  - (ii) Year of Service means the applicable computation period during which an Employee has completed (select one of the following):
    - (a)  at least 1,000 Hours of Service. (May not exceed 2000 hours.)
    - (b)  other: \_\_\_\_\_
- c. Break in service rules (described in Plan Section 6.04(e)) will be applied under this Plan.
  - (i)  No
  - (ii)  Yes

- d. If the Hours of Service Crediting Method is selected in E.2.a.(i) above, then the following computation period elections must be completed, and shall apply to all Employees (select all applicable):
- (i) If service is required for eligibility, the computation period for eligibility shall begin on the date an Employee first performs an Hour of Service and
    - (a)  each anniversary thereof.
    - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
  - (ii) If service is required for vesting, early retirement or normal retirement, the computation period for such purposes shall begin on the date an Employee first performs an Hour of Service and:
    - (a)  each anniversary thereof.
    - (b)  shift to the Plan Year which includes the first anniversary of the date on which the Employee first performed an Hour of Service.
    - (c)  end on the last day of each Plan Year.

**F. ELIGIBILITY REQUIREMENTS; INITIAL PLAN ENTRY; PLAN ENTRY DATE.**

**NOTE:** This Section F must not be completed in a manner which restricts an Employee's participation to the Plan Year in which that Employee terminates employment.

1. EXCLUDED CLASSIFICATIONS OF EMPLOYEES shall mean all Employees of the Employer checked below: (**NOTE:** Any classification under "other" must be objectively determinable and free from Employer discretion, and may not identify specific individuals (other than by eligible position or title). In addition, any classification under "other" must not exclude all employees other than a closed or finite group of individuals. Exclusions shall not apply to contributions under Section G.3.b. of this Adoption Agreement.)

<u>For all purposes of the Plan (Do not check items in additional columns if this column selected):</u>	<u>For purposes of Employee nonelective (414(h) pick-up) contributions:</u>	<u>For purposes of Employer matching contributions:</u>	<u>For purposes of Special Pay contributions and Employer contributions, other than Employer matching contributions:</u>
<input checked="" type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions	<input type="checkbox"/> N/A. No exclusions
<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid	<input type="checkbox"/> hourly paid
<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried	<input type="checkbox"/> salaried
<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees	<input type="checkbox"/> union employees
<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens	<input type="checkbox"/> non-resident aliens
<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees	<input type="checkbox"/> Leased Employees
<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)	<input type="checkbox"/> Reclassified Employees (as defined in the basic plan document)
<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.	<input type="checkbox"/> employees who have not accumulated at least _____ Special Pay days.
<input type="checkbox"/> other (see limitations in "Note" above)	<input type="checkbox"/> other (see limitations in "Note" above)	<input type="checkbox"/> other (see limitations in "Note" above)	<input type="checkbox"/> other (see limitations in "Note" above)

2. CONDITIONS OF ELIGIBILITY (Plan Section 3.01).

Any Employee who is not a member of an excluded classification (Section F.1.) must satisfy the following minimum age and service requirements, if any, for participation in the Plan (other than contributions described in G.3.b.): (Check one of a. – e. May also check f., if applicable).

- a.  No age or service required.
- b.  Attainment of age \_\_\_\_\_ (not to exceed 26).
- c.  Completion of 1 (not to exceed 5) Year(s) of Service.
- d.  Completion of \_\_\_\_\_ (not to exceed 60) Month(s) of Service.
- e.  Other age or service requirement (not to exceed the parameters in b.- d. above): \_\_\_\_\_.



- f.  FOR NEW PLANS ONLY – Regardless of any of the above age or service requirements, any Employee who was employed on the Effective Date of the Plan shall be eligible to participate in Employer contributions as of such date. (Must also elect 3.f. below.)

3. EFFECTIVE DATE OF PARTICIPATION (Plan Section 3.02).

An Employee who has satisfied the requirements, if any, of Section F shall become a Participant as of: (Check one of a. – e.; check f. if applicable.)

- a.  such Employee's first Hour of Service (no age or service requirements).
- b.  the first day of the first payroll period coinciding with or next following the date the eligibility requirements are satisfied.
- c.  the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which the eligibility requirements are satisfied.
- d.  the first day of the Plan Year next following the date the eligibility requirements are satisfied.
- e.  other: \_\_\_\_\_.
- f.  FOR NEW PLANS ONLY – Any Employee who was employed on the Effective Date of the Plan shall become a Participant on the Effective Date of the Plan. All other Employees shall become Participants as of the date selected in 3.a. through 3.e. above. (Must also elect 2.f. above.)

**G. CONTRIBUTIONS AND FORFEITURES.**

1. EMPLOYEE NONELECTIVE CONTRIBUTIONS (414(h) pick up; Plan Section 4.01(c)):

- a.  N/A. No Employee nonelective contributions are allowed.
- b.  Employee nonelective contributions in the amount of \_\_\_\_\_ (must be greater than zero if selected) percent of Compensation shall be made to the Plan.

2. EMPLOYER MATCHING CONTRIBUTIONS:

a. Formulas (select all that apply):

- (i)  N/A. No Employer matching contributions in this Plan.
- (ii)  \_\_\_\_\_% of a Participant's elective deferral contributions. Elective deferral contributions in excess of \_\_\_\_\_% of a Participant's Compensation for the year shall not be matched. (Must also complete G.2.b. below.)
- (iii)  Equals the percentage of elective deferral contributions determined under the following schedule: (Must also complete G.2.b. below.)

Years of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Elective deferral contributions in excess of \_\_\_\_\_% of a Participant's Compensation for the year shall not be matched.

- (iv)  Other: \_\_\_\_\_.

b. Employer matching contributions shall be made based on elective deferral (pre-tax) contributions to the following plan(s) of the Employer (insert name of plan(s) to which the elective deferral contributions being matched will be made):  
\_\_\_\_\_

3. EMPLOYER CONTRIBUTIONS (other than Employer matching contributions):

The Employer shall make the following contribution(s) to the Plan:

- a.  EMPLOYER CONTRIBUTIONS GENERALLY (choose all that apply): *Note: The applicable dollar amount or percentage of Compensation in this section G.3.a. must be greater than zero. In addition, contributions under this Section G.3.a. must be for the exclusive benefit of Employees or their Beneficiaries.*

- (i)  An amount equal to \$\_\_\_\_\_ on behalf of each Participant per period indicated below:
  - (a)  calendar quarter
  - (b)  month
  - (c)  pay period
  - (d)  week
  - (e)  plan year
- (ii)  An amount equal to \$\_\_\_\_\_ per Hour of Service up to \_\_\_\_\_ hours per Plan Year.
- (iii)  An amount, equal to 2% of each Participant's Compensation for the Plan Year, or \$ N/A on behalf of each Participant for the Plan Year. (May select either percentage of Compensation or dollar amount, but not both.)
- (iv)  An amount equal to \_\_\_\_\_% of each Participant's Compensation for the Plan Year, plus \_\_\_\_\_% of such Compensation in excess of \$\_\_\_\_\_ (Must be an amount which is less than the applicable "annual compensation limit" as specified in Plan Section 1.08).
- (v)  Other: \_\_\_\_\_

- b.  CONTRIBUTIONS FOR PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES: An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by the Employee Nonelective Contributions described in Section G.1. actually contributed to the Participant's account during such Plan Year, provided that such Contribution shall be made solely for Part-time, Seasonal, or Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Treasury Regulation Section 31.3121(b)(7)-2.
- c.  SPECIAL PAY CONTRIBUTIONS: An amount equal to the Employee's current daily rate of pay multiplied by the Participant's number of unused accumulated Special Pay Days in excess of \_\_\_\_\_ (enter 0 if no excluded days), but not to exceed \_\_\_\_\_ days (enter N/A if no upper limit).

Special Pay contributions shall be made with respect to:

- (i)  accumulated Vacation Pay Days
- (ii)  accumulated Sick Leave Days
- (iii)  both accumulated Vacation Pay and accumulated Sick Leave Days

Such contributions shall be made for a Plan Year:

- (i)  for any Employee who is terminating employment during such Plan Year and who has accumulated Special Pay Days described in this Section G.3.c.
- (ii)  for any active or terminating Employee with accumulated Special Pay Days described in this Section G.3.c.

4. HOURS REQUIRED TO SHARE IN ALLOCATION: An active Participant must work a specified number of Hours of Service in order to share in:

a. Employer matching contributions.

- (i)  No minimum number of hours is required.
- (ii)  Yes, a Participant must work a minimum of \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours. This option not available if matching contributions are remitted to the Plan each pay period.)

b. Employer contributions described in Section G.3.a.

- (i)  No minimum number of hours is required.
- (ii)  Yes, a Participant must work a minimum of 1,000 Hours of Service during the Plan Year. (May not exceed 2000 hours. This option not available if Special Pay contributions are elected in Section G.3.c. This option also not available if Employer contributions are remitted to the Plan each pay period, or if an allocation period other than the Plan Year is selected in Section G.3.a.(i).)

5. FORFEITURES (Plan Section 4.03(e)):

Forfeitures of Employer contributions under Sections G.2. and G.3.a. shall be:

- a.  N/A. Employer contributions are 100% Vested.
- b.  used to reduce future Employer contributions under this Plan.
- c.  allocated to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for the year.
- d.  Other (must require use/exhaustion of forfeitures as soon as administratively feasible): \_\_\_\_\_

6. CONTRIBUTIONS AND FORFEITURES ALLOCATED TO TERMINATED PARTICIPANTS (Plan Section 4.03(e)):

For contributions described in Section G.2. only, a Terminated Participant shall share in the allocation of Employer matching contributions and forfeitures for the Plan Year as follows:

- a.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation.
- b.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.)
- d.  A Participant must be employed on the last day of the Plan Year in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.)
- e.  A Participant is not required to be employed on the last day of the Plan Year or work a minimum number of hours in order to share in the allocation.

For contributions described in Section G.3.a. only, a Terminated Participant shall share in the allocation of Employer contributions (other than Employer matching contributions) for the Plan Year or other allocation period as follows. Notwithstanding the period selected in Section G.3.a.(i), forfeitures shall be allocated based on the Plan Year.

- a.  A Participant must be employed on the last day of such Plan Year (or other applicable period as selected in Section G.3.a.(i)) to share in the allocation of Employer contributions.
- b.  A Participant must be employed on the last day of the Plan Year (or other allocation period as selected in Section G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement. Notwithstanding the period selected in Section G.3.a.(i), forfeitures shall be allocated to any Participant employed on the last day of the Plan Year, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement.
- c.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) in order to share in the allocation, unless such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(i) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.
- d.  A Participant must be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) in order to share in the allocation, unless termination was for reason of death, Total and Permanent Disability, early retirement or normal retirement, and such Participant worked at least \_\_\_\_\_ Hours of Service during such year. (May not exceed 2000 hours.) If Section G.3.a.(i) is selected, then the Hours of Service requirement is applicable to allocation of forfeitures only.
- e.  A Participant is not required to be employed on the last day of the Plan Year (or other applicable period as selected in Section G.3.a.(i)) or work a minimum number of hours in order to share in the allocation.

7. FROZEN PLAN:

- a.  N/A. Plan is not frozen.
- b.  This Plan is a frozen plan effective \_\_\_\_\_. No contributions will be made to the Plan with respect to any period following the stated date.

8. CONTINUED BENEFIT ACCRUALS FOR PARTICIPANTS ON MILITARY LEAVE (Plan Section 12.02). Continued benefit accruals for the HEART Act will not apply unless elected below:

- a.  The provisions of Plan Section 12.02 apply effective as of: (select one)
  - (i)  the first day of the 2007 Plan Year
  - (ii)  December 1, 2011 (may not be earlier than first day of the 2007 Plan Year)

However, the provisions no longer apply effective as of: (select if applicable)

- (iii)  \_\_\_\_\_

H. COMPENSATION.

1. COMPENSATION with respect to any Participant means:

- a.  Wages, tips and other Compensation on Form W-2.
- b.  415 safe-harbor compensation.
- c.  Code section 3401 wages (wages for Federal income tax withholding).

However, Compensation shall exclude:

- (i)  N/A. No exclusions
- (ii)  overtime
- (iii)  bonuses
- (iv)  commissions
- (v)  shift differential pay
- (vi)  other \_\_\_\_\_

(Must be objectively determinable and applied in a uniform, nondiscriminatory basis, e.g., taxable reimbursements or other fringe benefits.)

2. Compensation shall be based on:

- a.  the Plan Year.
- b.  the Fiscal Year ending with or within the Plan Year.
- c.  the calendar year ending with or within the Plan Year.

3. However, for an Employee's first year of participation, Compensation shall be recognized as of:

- a.  the first day of the period selected in 2. above.
- b.  the Participant's Effective Date of Participation (Section F.3.).

4. In addition, Compensation shall include compensation that is not currently includible in the Participant's gross income (salary reduction amounts) by reason of the application of Code Sections 125, 402(g)(3) or 457, and 132(f)(4).

- a.  Yes
  - (i)  Code Section 125 elective deferrals will include deemed Code Section 125 compensation.
  - (ii)  Code Section 125 elective deferrals will not include deemed Code Section 125 compensation.
- b.  No

5. Compensation for purposes of calculating contributions to the Plan will be determined:

- a.  on an annual basis.
- b.  on a payroll period basis (must also check (i) or (ii) below).
  - (i)  Contributions will be adjusted, if necessary, to meet the Plan formula on an annual basis.
  - (ii)  Contributions will not be adjusted to meet the Plan formula on an annual basis.

6. Differential wage payments (as described in Plan Section 12.03) will be treated, for Plan Years beginning after December 31, 2008, as Compensation for all Plan benefit purposes unless a. is elected below:

- a.  In lieu of the above default provision, the Employer elects the following (select all that apply):
  - (i)  The inclusion is effective for Plan Years beginning after \_\_\_\_\_ (may not be earlier than December 31, 2008).
  - (ii)  The inclusion only applies to Compensation for purposes of Employee nonelective contributions.
  - (iii)  Differential wage payments shall not be treated as Compensation for purposes of any Plan benefit accruals.

7. Compensation paid after severance from employment (Plan Section 4.04). Note: The Employer only needs to complete Section H.7.b. in order to override the default provisions set forth in H.7.a., below. If the Plan will use all of the default provisions, then Section H.7.b. should be skipped.

- a. **Default provisions.** Unless the Employer elects otherwise in Section H.7.b. below, the following defaults will apply:
  - (i) The provisions of the Plan setting forth the definition of compensation for purposes of Code § 415 (hereinafter referred to as "415 Compensation") shall be modified (with respect to amounts paid after Severance from Employment) by (1) including payments for unused sick, vacation or other leave and payments from nonqualified unfunded deferred compensation plans (Plan Section 4.04(d)(2)(ii)), (2) excluding salary continuation payments for participants on military leave (Plan Section 4.04(d)(2)(iii)), and (3) excluding salary continuation payments for disabled participants (Plan Section 4.04(d)(2)(iv)).
  - (ii) The "first few weeks rule" does not apply for purposes of 415 Compensation (Plan Section 4.04(d)(2)).
  - (iii) The Plan's definition of compensation for allocation purposes (hereinafter referred to as "Plan Compensation") shall be modified to provide for the same adjustments to Plan Compensation (for all contribution types) that are made to 415 Compensation pursuant to this Section H.7.
- b. In lieu of the default provisions in H.7.a., above, the following apply (select all that apply; if no selections are made, then the defaults apply):

**415 Compensation** (select all that apply):

- (i)  Exclude leave cashouts and deferred compensation (Plan Section 4.04(d)(2)(ii))
- (ii)  Include military continuation payments (Plan Section 4.04(d)(2)(iii))

- (iii)  Include disability continuation payments (Plan Section 4.04(d)(2)(iv)) for all participants, and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- (iv)  Apply the administrative delay ("first few weeks") rule (Plan Section 4.04(d)(2))

**Plan Compensation** (select all that apply):

- (v)  No change from existing Plan provisions
- (vi)  Exclude all post-severance compensation
- (vii)  Exclude post-severance regular pay
- (viii)  Exclude leave cashouts and deferred compensation
- (ix)  Include post-severance military continuation payments
- (x)  Include post-severance disability continuation payments for all participants, and the salary continuation will continue for the following fixed or determinable period: \_\_\_\_\_
- (xi)  Other: \_\_\_\_\_

**Plan Compensation Special Effective Date.** The definition of Plan Compensation is modified as set forth herein effective as of the same date as the 415 Compensation change is effective unless otherwise specified:

- (xii)  \_\_\_\_\_ (enter the effective date)

**I. TRANSFERS AND ROLLOVERS FROM OTHER EMPLOYER PLANS** (Plan Section 4.06) will be allowed:

- 1.  No.
- 2.  Yes, for Participants only.
- 3.  Yes, for all Employees. (Must be selected for plans which intend to accept transfers or rollovers from Code Section 414(k) accounts under defined benefit plans for all Employees, regardless of their status as Participants.)

If I.2. or I.3. is chosen:

Distributions from a Participant's Rollover Account may be made at any time, even if there is no distributable event which permits a distribution of other accounts.

- a.  No
- b.  Yes

**J. VESTING.** (Plan Section 6.04(b)).

- 1. The vesting schedule(s) for Employer contributions (other than those described in G.1., G.3.b. or G.3.c.), based on number of Years of Service (or twelve month Periods of Service, if Elapsed Time) shall be as follows:

Employer contributions (other than matching):

Employer Matching Contributions:

- a.  100% immediate
- b.  \_\_\_\_\_ - Year Cliff (not to exceed 15 years)
- c.  Graded:

- a.  100% immediate
- b.  \_\_\_\_\_ - Year Cliff (not to exceed 15 years)
- c.  Graded:

<u>Years of Service</u> <u>(not to exceed 15)</u>	<u>Vesting Percentage</u>
0 but less than 2	0%
2 but less than 4	50%
4 or more	100%

<u>Years of Service</u> <u>(not to exceed 15)</u>	<u>Vesting Percentage</u>
_____	_____%
_____	_____%
_____	_____%

- d.  Other (must provide for 100% vesting after no more than 15 years of service): \_\_\_\_\_

- 2. In determining Years of Service or Periods of Service for vesting purposes, the following service shall be EXCLUDED:

- a.  N/A. All Years of Service or Periods of Service shall be counted.
- b.  Service prior to the Effective Date of the Plan or a predecessor plan.
- c.  Service prior to the time an Employee attained age 18.

3. Vesting Upon Death

- a.  100% vesting, or
- b.  apply vesting schedule

4. Vesting Upon Disability

- a.  100% vesting, or
- b.  apply vesting schedule

**K. NORMAL RETIREMENT AGE; EARLY RETIREMENT AGE.**

- 1. NORMAL RETIREMENT AGE ("NRA") means (must comply with Treas. Reg. § 1.401(a)-1(b)(2)):

- a.  attainment of age 65 (not to exceed 65).

- b.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- c.  other: \_\_\_\_\_.

2. EARLY RETIREMENT AGE ("ERA") means:

- a.  no early retirement provision.
- b.  attainment of age \_\_\_\_\_ (not to exceed 65).
- c.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or the \_\_\_\_\_ (not to exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- d.  the later of attainment of age \_\_\_\_\_ (not to exceed 65) or completion of \_\_\_\_\_ (not to exceed 10) Years of Service or \_\_\_\_\_ (not to exceed 120) Months of Service.
- e.  other: \_\_\_\_\_.

L. **DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT** (Plan Section 6.04(a)). Distributions upon termination of employment shall not be made unless the following conditions have been satisfied:

1.  N/A. Immediate distributions may be made at Participant's election.
2.  The Participant has incurred \_\_\_\_\_ (not to exceed five (5)) 1-Year Break(s) in Service.
3.  The Participant has reached Early or Normal Retirement Age.
4.  Distributions may be made at the Participant's election on or after the Anniversary Date following termination of employment.

M. **RESTRICTIONS ON FORM OF DISTRIBUTIONS** (Plan Sections 6.05 and 6.06). If the Employer has designated one or more annuity contracts as eligible investments under the Plan, distributions under the Plan may be made in the form of an annuity. In all cases, distributions under the Plan may be made:

1.  in lump sums.
2.  in lump sums or installments.

N. **INVOLUNTARY DISTRIBUTIONS**

An immediate distribution of a terminated Participant's Vested interest in the Plan may be made without the consent of the Participant. Note: If the Employer elects 3. or 4., below, the Employer must select an IRA provider for automatic rollovers. See Plan Section 6.05(b).

1.  No.
2.  Yes, but only if the distribution does not exceed \$1,000.
3.  Yes, but only if the Participant's Vested interest does not exceed the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution. For purposes of determining whether the Participant's Vested interest exceeds the cash-out limit, rollover contributions shall be (must select a. or b. below):
- a.  excluded
- b.  included
4.  Yes, regardless of the amount. Note: If any portion of the Participant's Vested interest is attributable to contributions for Part-time, Seasonal or Temporary Employees under Section G.3.b., distribution may not be made without the Participant's consent if the Participant's Vested interest is greater than the cash-out limit in effect under Code Section 411(a)(11)(A) for the Plan Year that includes the date of distribution.
5.  Other: \_\_\_\_\_.

O. **NON-SPOUSAL ROLLOVERS** (Plan Section 6.14(g)). Non-spousal rollovers are allowed after December 31, 2006 unless 1. or 2. is elected below (Plan Section 6.14(g) provides that such distributions are always allowed after December 31, 2009):

1.  Non-spousal rollovers are not allowed prior to January 1, 2010.
2.  Non-spousal rollovers are allowed effective January 1, 2007 (not earlier than January 1, 2007 and not later than December 31, 2009).

P. **IN-SERVICE DISTRIBUTIONS AT AGE 62 OR LATER** (Plan Section 6.10). In-service distributions will not be allowed unless 1. is elected below:

1.  In-service distributions will be allowed for Participants at age \_\_\_\_ (cannot be less than 62), effective as of the first day of the 2007 Plan Year, unless another date is elected below:
- a.  \_\_\_\_\_ (may not be earlier than the first day of the 2007 Plan Year).

**AND**, the following limitations apply to in-service distributions:

- b.  N/A. No limitations.
- c.  The following elections apply to in-service distributions at age 62 or later (select all that apply):
- (i)  The minimum amount of a distribution is \$\_\_\_\_\_ (may not exceed \$1,000).
- (ii)  No more than \_\_\_\_\_ distribution(s) may be made to a Participant during a Plan Year.
- (iii)  Distributions may only be made from accounts that are fully Vested.
- (iv)  In-service distributions may be made subject to the following provisions:  
\_\_\_\_\_ (must be definitely determinable and not subject to discretion).

**Q. QUALIFIED RESERVIST DISTRIBUTIONS** (Plan Section 6.12). Qualified Reservist Distributions will not be allowed unless 1. is elected below:

1.  Qualified Reservist Distributions are allowed effective as of December 1, 2011 (may not be earlier than September 12, 2001).

**R. DISTRIBUTIONS FOR "DEEMED" SEVERANCE OF EMPLOYMENT OF PARTICIPANT ON MILITARY LEAVE** (Plan Section 12.04). The Plan does not permit distributions pursuant to Plan Section 12.04 unless otherwise elected below:

1.  The Plan permits such distributions, effective January 1, 2007.
2.  The Plan permits such distributions, effective as of \_\_\_\_\_ (may not be earlier than January 1, 2007).

**S. LOANS TO PARTICIPANTS** (Plan Section 11.01)

Loans to Participants shall be made:

1.  No (must be selected for plans that select G.3.b.)
2.  Yes, for any reason
3.  Yes, but only on account of hardship or financial need

**T. DIRECTED INVESTMENT ACCOUNTS** (Plan Section 4.09) are permitted for the interest in any one or more accounts:

1.  Yes, but subject to the following restrictions:
  - a.  No restrictions apply.
  - b.  Only if accounts are 100% Vested.
2.  No
3.  Other: \_\_\_\_\_.

**U. WRERA (RMD WAIVERS FOR 2009)** (Plan Section 6.16). The provisions of Plan Section 6.16(a) apply (RMDs continue in accordance with the terms of the Plan for Participants or Beneficiaries receiving installment payments unless such Participant or Beneficiary elects otherwise, whereas RMDs are suspended for all other Participants and Beneficiaries) unless otherwise elected below:

1.  The provisions of Plan Section 6.16(b) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, unless otherwise elected by a Participant or Beneficiary).
2.  The provisions of Plan Section 6.16(c) apply (RMDs continue in accordance with the terms of the Plan for all Participants and Beneficiaries, but only Participants or Beneficiaries receiving installment payments may elect otherwise).
3.  Other: \_\_\_\_\_.

For purposes of Plan Section 6.16, the Plan will also treat the following as eligible rollover distributions in 2009: (If no election is made, then a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Code §401(a)(9)(H)):

4.  2009 RMDs (as defined in Section 6.16(a) of the Plan) and installment payments that include 2009 RMDs.
5.  2009 RMDs (as defined in Section 6.16(a) of the Plan) but only if paid with an additional amount that is an eligible rollover distribution without regard to Code §401(a)(9)(H).

**V. DOMESTIC RELATIONS ORDERS** (Plan Section 6.13). Distributions to an "alternate payee" may be made prior to the time when the Participant is entitled to a distribution under the terms of the Plan:

1.  No
2.  Yes

**W. TOTAL AND PERMANENT DISABILITY** (Plan Section 1.45). Total and Permanent Disability will be determined based on the definition in Section 1.45 of the Plan unless an alternate definition is elected and described below:

1.  Alternate definition: \_\_\_\_\_

**RESTRICTIONS ON USE OF ADOPTION AGREEMENT:** This Adoption Agreement may be used solely in conjunction with the VALIC Retirement Services Company Retirement Plan for Governmental Employers (the Basic Plan Document). The Adoption Agreement and the Basic Plan Document together constitute the "volume submitter document" that is being adopted by the Employer.

**APPROVAL BY VOLUME SUBMITTER PRACTITIONER REQUIRED:** This volume submitter specimen document may be adopted only with the approval of the Volume Submitter Practitioner identified in Section A above. However, the adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors. The Volume Submitter Practitioner will inform the adopting Employer of any amendments made to the volume submitter document, or of the discontinuance or abandonment of the volume submitter document.

**RELIANCE ON VOLUME SUBMITTER PLAN:** The adopting Employer may rely on an advisory letter issued to the Volume Submitter Practitioner by the Internal Revenue Service as evidence that the plan is qualified under Code Section 401 only if (1) the Employer's plan is identical to a volume submitter specimen plan with a currently valid favorable advisory letter, (2) the Employer has chosen only options permitted under the Adoption Agreement portion of the specimen document, (3) the Employer has followed the terms of the plan, and (4) all other conditions of section 19 of Revenue Procedure 2011-49 have been satisfied.

The Employer may not rely on an advisory letter in certain circumstances or with respect to certain qualification requirements as described in section 19 of Revenue Procedure 2011-49. For example, the Employer may not rely on an advisory letter with respect to the requirements of Section 415 if the Employer maintains or has ever maintained another plan covering some of the same participants. In those circumstances where an Employer is not permitted to rely on an advisory letter issued to the Volume Submitter Practitioner, either generally or with respect to a particular qualification requirement, the Employer may choose to apply to the Internal Revenue Service for a determination letter.

**CAUTION:** This volume submitter document has been designed for use solely by Employers that are state or local governmental entities. As such, it is designed solely for "governmental plans" that are exempt from Title I of ERISA and certain provisions of the Internal Revenue Code that otherwise apply to qualified plans. However, there may be restrictions under state or local law on a governmental Employer's right to establish its own qualified plan (or on the types of provisions that may be included in such plan). The Employer should consult with legal counsel to verify that the establishment of this plan (or the specific provisions elected in this Adoption Agreement) are not contrary to existing state law. Neither the Volume Submitter Practitioner nor its employees or representatives are authorized to provide legal or tax advice to the Employer or its employees or representatives. Failure to properly complete this Adoption Agreement may result in disqualification of the plan.



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Employer: Sunset Empire Transportation District

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Name of Trustee\*: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Name of Co-Trustee\*: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed name and title: \_\_\_\_\_

Mailing Address of Trustee(s)\*:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approval of Volume Submitter Practitioner: The Employer's adoption of this volume submitter document is approved by the Volume Submitter Practitioner, VALIC Retirement Services Company.

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

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

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

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

**Appendix A**

**Special Effective Dates**

*Pursuant to Section 7.01(a) of the Basic Plan Document, the Employer may specify or change the effective date of one or more provisions of the Adoption Agreement by completing this Appendix A. The Employer may wish to specify one or more special effective dates if, for example, (i) certain Plan provisions will not be effective until a later date, or (ii) the Plan is being restated for the Pension Protection Act of 2006 (retroactive to the first day of the current Plan Year), and special effective dates are needed to reflect discretionary amendments to the Plan since the beginning of the Plan Year. However, no special effective date may be earlier than the Effective Date (or the Restated Effective Date, in the case of a restatement) of the Plan, and no special effective date shall result in the delay of a Plan provision beyond the permissible effective date under any applicable law. For periods prior to the special effective date(s) specified below, the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions.*

**SPECIAL EFFECTIVE DATES.** The following special effective dates apply: (select a. or all that apply)

- a.  **N/A.** The Employer is not electing any special effective dates.
- b.  **Eligibility Requirements.** The Eligibility and/or Entry Date provisions in Section F. are effective: \_\_\_\_\_
- c.  **Contributions and Forfeitures.** The Contribution and/or Forfeiture provisions in Section G. are effective: \_\_\_\_\_
- d.  **Compensation.** The Compensation provisions in Section H. are effective: \_\_\_\_\_
- e.  **Vesting.** The Vesting provisions in Section J. are effective: \_\_\_\_\_
- f.  **Other special effective date(s):** \_\_\_\_\_

**PARTICIPATION AGREEMENT**

[X] Check here if not applicable and do *not* complete this page

The undersigned, by executing this Participation Agreement, elects to become a Participating Employer in the Plan identified in Section B.1. of the accompanying Adoption Agreement, as if the Participating Employer were a signatory to that Adoption Agreement. The Participating Employer accepts, and agrees to be bound by, all of the elections granted under the provisions of the Plan as made by the Signatory Employer to the Adoption Agreement, except as otherwise provided in this Participation Agreement.

1. **EFFECTIVE DATE.** (Note: The Effective Date for a new Plan (or the Restated Effective Date for a restated plan) cannot be earlier than the first day of the Plan Year in which this plan is adopted (or restated). Restatements for the Pension Protection Act of 2006 ("PPA") may be effective as of the first day of the current Plan Year, as the Plan contains applicable retroactive effective dates with respect to provisions affected by PPA and subsequent legislation/guidance. Section 414(h) Pick-up contributions must relate solely to Compensation for services rendered after the later of the adoption or effective date of this Plan or restatement.)

The Effective Date (or Restated Effective Date) of the Plan for the Participating Employer is: \_\_\_\_\_.

2. **NEW PLAN/RESTATEMENT.** The Participating Employer's adoption of this Plan constitutes: *(Choose one of (a) or (b))*

- a.  The adoption of a new plan by the Participating Employer.
- b.  The adoption of an amendment and restatement of a plan currently maintained by the Participating Employer identified as: \_\_\_\_\_ and having an original effective date of: \_\_\_\_\_.

3. **PREDECESSOR EMPLOYER SERVICE.** In addition to the predecessor service credited by reason of Section E.1. of the Adoption Agreement, the Plan credits as Service under this Plan, service with this Participating Employer for purposes of: *(Choose one or more of (a) through (e) as applicable)*

- a.  Eligibility.
- b.  Vesting.
- c.  Contribution Accrual.
- d.  Early Retirement Age.
- e.  Normal Retirement Age.

Name of Plan: \_\_\_\_\_

Name of Participating Employer: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

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

Participating Employer's EIN: \_\_\_\_\_

**Acceptance by the Signatory Employer of the Adoption Agreement and by the Trustee, if applicable.**

Name of Signatory Employer: \_\_\_\_\_

Name(s) of Trustee: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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

*[Note: Each Participating Employer must execute a separate Participation Agreement.]*



SUNSET EMPIRE TRANSPORTATION DISTRICT  
Board of Commissioners

**RESOLUTION 2016-01**

RESOLUTION AUTHORIZING AMENDMENT AND RESTATEMENT OF RETIREMENT PLAN VIA  
ADOPTION OF VALIC RETIREMENT SERVICES COMPANY RETIREMENT PLAN FOR  
GOVERNMENTAL EMPLOYERS

**WHEREAS**, Sunset Empire Transportation District (hereinafter, the "Employer"), previously established the Sunset Empire Transportation District 401(a) Plan (hereinafter, the "Plan") for the exclusive benefit of its employees and their beneficiaries, which Plan was originally effective as of July 1, 2002; and

**WHEREAS**, the Employer retained the power to amend and/or terminate the Plan; and

**WHEREAS**, the Employer now desires to amend and restate the Plan by adopting the VALIC Retirement Services Company Retirement Plan for Governmental Employers document; and

**NOW THEREFORE, BE IT RESOLVED** that the Employer hereby amends and restates that Plan, effective July 1, 2015, by adopting the document titled "VALIC Retirement Services Company Retirement Plan for Governmental Employers," in the form and substance as the document heretofore presented to the governing body of the Employer; and

**RESOLVED FURTHER**, that the appropriate representatives of the Employer be, and the same hereby are, authorized and directed to: (i) execute the adoption agreement to the VALIC Retirement Services Company Retirement Plan for Governmental Employers document as approved; (ii) execute all other documents and to do all other things as may be necessary or appropriate to make the VALIC Retirement Services Company Retirement Plan for Governmental Employers document effective July 1, 2015, including the execution of any amendments required by the Internal Revenue Service in order to continue and maintain the qualified and exempt status of the Plan; and (iii) execute any other documents required to obtain reliance on advisory letters issued to the VALIC Retirement Services Company Retirement Plan for Governmental Employers by the Internal Revenue Service.

MOTION OF ADOPTION

Name	Aye	Nay	
Chair Kleczek			
Commissioner Goforth			
Commissioner Gearin			
Commissioner Widener			
Commissioner MacDonald			
Commissioner Lewicki			
Commissioner Servino			

PASSED BY A MAJORITY OF THE BOARD OF COMMISSIONERS WITH A QUORUM IN ATTENDANCE THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

SUNSET EMPIRE TRANSPORTATION DISTRICT, CLATSOP COUNTY, OREGON

By \_\_\_\_\_

Title: Kathy Kleczek, Board Chair

ATTEST:

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

Title: Carol Gearin, Board Secretary/Treasurer

Date: March 16, 2016

To: Board of Commissioners

From: Jeff

Re: May Meeting Date

The Board meeting for May is scheduled for May 26<sup>th</sup>. As I have mentioned in my Weekly Report, the CTAA Expo is being held in Portland this year and it happens to be during the week when the Board meeting is scheduled. I am requesting that we move the Board meeting up a week to May 19<sup>th</sup> so that we are represented at the Expo.

Executive Director Report  
March Board Meeting Report  
Jeff Hazen

-We have received confirmation from Lylla Gaebel that she would like to serve another term on the budget committee. We have not received any additional responses from our outreach so we are going to push the appointments to the April Board meeting.

-The generator had some issues during the storm on the night of March 2<sup>nd</sup>. Fortunately it is under warranty and Konnor got the electricians over to make the repairs immediately on the 3<sup>rd</sup>. The generator communicates with Konnor via his cell phone so he can react to any issues right away.

-Our STF competitive grants have been submitted, now we wait.

-Speaking of grants, I'm still dealing with the Feds on still getting the issues that prevented me from applying for last year's TIGER grant. I'm going to submit an application for this year's TIGER cycle and rather than go with the bus barn, I'm looking at a rural pilot program for electric buses.

-I have eliminated the "Temporary Driver" classification. The 3 drivers that were classified that way have been reclassified as Part Time. Over the past year, they have been averaging between 30 and 40 hours a week and have worked every week. That doesn't fit the criteria for temporary. There will be a little extra cost because only 1 of the drivers will be getting benefits from us. Going forward, when we have the need for extra drivers, they will be classified as relief or limited part time employees.

-There is a new federal rule coming down in regards to overtime. Long story short, there will only be 4 or 5 staff members including myself who will remain salaried. Everyone else will have to be hourly due to the new thresholds.

-I have made a change within the organization with the layout of the Leadership Team. I have moved Shana and Shasia to report to Mary. All three do outreach so it makes sense to group them together. Rather than be called the Marketing Coordinator, Mary will be the Outreach Coordinator along with Executive Assistant. John and Tami will be reporting to Al. John processes our accounts payable and Tami obviously works closely with Al so this makes sense as well. I am keeping Konnor as a direct report to me for the next year because of our biggest priority coming up, the upgrade to our website.

## Weekly Reports

2/22/16

Good morning, last week was OPTIS week. OPTIS is the ODOT public transit reporting program (Oregon Public Transportation Information System). Al and John develop our quarterly reporting with input from other team members and then I review it, make changes as necessary and then submit the report. Once it is submitted, we can then use the same program to submit our reimbursement requests for our all of our grants. I've been working on the potential IGA

with Clatsop Care and now have it being reviewed by Jeanyse. Mary and I attended the grand opening of the remodeled senior center here in Astoria. They did a fantastic job on the remodel and it is a very warm and welcoming place for the seniors. Rep. Bonamici was there for the festivities and ribbon cutting. I received thanks from people for last year's decision to add the temporary location as a stop on Route 10. Although only a handful of people used it, they were very thankful for the service. I met with CC Rider for their pre-proposal meeting to review the RFP and to get a tour of their facilities. I've been spending time looking at our ridership numbers and I believe that the lower gas prices are putting a pinch on our ridership. This fiscal year, we are not seeing the increases that we did last year when gas prices were higher. I've seen some friends post on their Facebook pages how much they are paying for gas and I've seen them as low as .749 with their rewards discount. We are coming up on some renewals for services that we get such as our uniform/linen service and credit card processing. We are doing our due diligence and getting quotes from other vendors to evaluate pricing.

As you may know, the State legislature approved the minimum wage increase and the bill is headed to the Governor and she has indicated that she will sign it. This minimum wage structure is unlike any other since it was developed with 3 tiers. Our county is in the middle tier so we will see this:

7/1/16	\$9.75
7/1/17	\$10.25
7/1/18	\$10.75
7/1/19	\$11.25
7/1/20	\$12.00
7/1/21	\$12.75
7/1/22	\$13.50

Currently, all of our employees make more than the \$9.75 set to go into effect on July 1st however the Board is going to have to make some decisions on what our approach will be in reaction to the increases that are going to be going into effect over the next several years. Are we going to just make sure that our lower paid employees are going to be at or just above minimum wage? Are we going to give everyone a bump in pay in reaction to this? I am still waiting for the State to get me the wage comps that I have requested so I can finalize our wage study, but with the new minimum wage structure going into effect, I'm sure it will have an impact.

2/29/16

Last week, I began working on budgetary info in preparation for this year's budget cycle. On Monday, I met with Jim Santee for about an hour. Jim used to be a Board member and I had a good conversation with him on the history of the District during the time he was on the Board. I finally got the wage study information from the State employment department and am going to



be reviewing it in preparation for developing the new wage rate chart. Shana, Tami, Jason and I met last week to touch base on the Veteran's transportation program. We are very close to tying up the remaining items to get this new program going. We have several volunteers already lined up. I have 99% of the facilities plan completed and will be wrapping it up today and sending to our Regional Transportation Coordinators (RTC) for their review and comments. I was able to meet with our newest Board member, Jim on Friday. We discussed what's going on in the District and what the future holds. He got to visit the Warrenton facilities as well. I'm very close to wrapping up the personnel policies update. I should be able to send it out for review by next week. On Friday, we held a conference call with 3 other brokerages in the State to discuss the future of our Oregon Brokerage Software System (OBSS). We are discussing forming an IGA amongst the 4 of us in order to tap into the software creator's expertise in maintaining and upgrading the software. He will work for us on a part time basis for a couple of years. The 4 brokerages are going to meet in a couple of weeks to hammer out all of the details like scope of work, priorities, timelines and such. The meeting will include the brokerage managers, IT personnel and Executive Directors. The other 3 agencies are Central Oregon Intergovernmental Council (COIC), Oregon Cascades West Council of Governments (OCWCOG) and Rogue Valley Transportation District (RVTD).

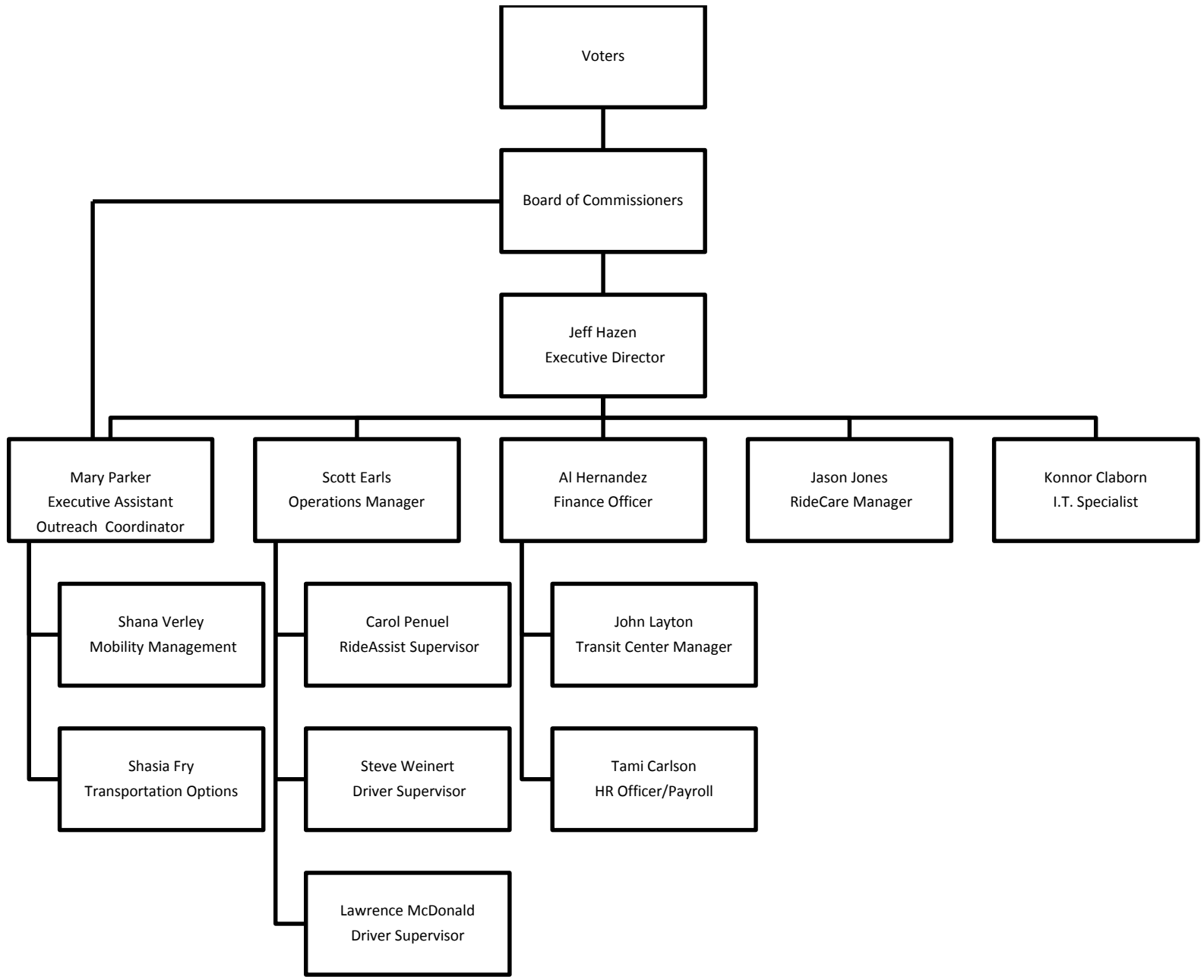
3/7/16

Last week was one of those "let's do a lot of different things" kind of week. I spent time working on reviews for different team members. I reviewed forms with Tami as part of our new Veterans Volunteer program. I finalized and submitted the STF grants to the State. I did find out that the stakeholder's group that will be reviewing all of the applications besides the Regional Transit Coordinators (RTC) is made up of 4 Public Transportation Advisory Committee (PTAC) members representing; urban active transportation/TO, cities, rural T.O., and NEMT/Senior and Disabled. Also on the committee is a DHS representative representing seniors and disabled. I finalized the facilities and fleet maintenance plan and have sent it to our RTC's, Jamey and Arla for their review and comment. I started writing an IGA for our group in regards to OBSS that I wrote about in last week's report. Al and I met with representatives of Columbia Bank. They are trying to gain our business but I don't see a reason to do so at this point unless they can show us a compelling reason. We met with Jamey and Arla on Thursday to review things going on in the District and at ODOT.

3/14/16

At the PTAC (Public Transportation Advisory Committee) we discussed the OTA (Oregon Transit Association) conference this year that is held in October. The conference is normally held in Seaside in even years and in the valley in odd years. The decision has been made to not hold an OTA conference this year since the CTAA (Community Transportation Association of America) is having their EXPO in Portland this year during the month of May. ODOT will be providing us with 2 scholarships that will cover 80% of the cost of the EXPO. I am currently working on who from our District will be attending. The cost is very significant so I will probably only be bringing 2 or 3 Team members besides myself to the EXPO this year. I've

reviewed our 2016 Certifications and Assurances last week and had Jeanyse sign off on them as well. The project management team for the transportation plan met on Tuesday to review where we are at on the transportation plan and to see the reference material that the consultants have prepared. I attended the NWACT (Northwest Area Commission on Transportation) along with Kathy on Thursday. This was an interesting one because the Governor's Vision Panel on Transportation was there to gather input on their work so far. It was a good discussion with input from many diverse views on the NWACT. I also attended the NWOTA (Northwest Oregon Transportation Alliance) meeting on Friday. Both Mary and Jim attended as well. We are going through our Connector Management Plan and each agency brought 1 or 2 people to participate. Jim is wearing 2 hats, one representing the Chamber of Commerce and the other being a Board member. We worked on preparing our mission and vision of the Connector. It was a great group of people and excellent input from everyone attending. This planning will continue throughout this calendar year.



Human Resource Report  
March Board Meeting Report  
Tami Carlson

- February 4<sup>th</sup> – 6<sup>th</sup> attended the SDAO Conference in Bend, Oregon. The sessions attended were “Trending Healthcare Topics”; “What Do Those Laws Really Mean?”; “Wiring Your Hiring”; “Generational Diversity”; “Maximize Volunteer Recruit and Retention”. All sessions were very informational.
- February 12<sup>th</sup> attended Oregon Sick Leave Law presented by BOLI at Clatsop Community College. We are compliant, SETD offers more than the new law requires for employee sick time leave.
- In February started the hiring process for seasonal/limited/relief drivers. Potential candidates with CDL credentials were interviewed resulting in the hiring of Michael Brewer. We will continue the process and are looking and willing to train the right person who does not currently hold a CDL with required endorsements.
- February 23<sup>rd</sup> attended SETD Safety Committee. Committee working diligently to educate all employees to be safety conscious. Met with Shana MMC and Jeff regarding the new “Volunteer Program” planned for near future implementation.
- This month we announced SETD’s “Employee of the Year” for 2015 – Fixed Rt. Driver MacKenzie Jones and “Employee of the Quarter” for Oct-Nov-Dec went to Ashleigh Naslund, CSR/Dispatcher for RC.
- Submitted Employer Federal W3/State WR; ODOT MIS Report (drug & Alcohol testing)
- Other projects – Continued progress on Safe Personnel Training project; GSNA Timeclock data.

## Information Technology/Security

### Admin

- As Tami and I embark on timeclock training, I have learned many extra capabilities that will be useful in future endeavors. We are taking the training in waves, first myself, then Tami, followed by the rest of the district staff. The time systems will truly bring us into the 21<sup>st</sup> century with our labor tacking, and HR documentation management. While still maintaining paper copies, information only has to be entered once, alleviating much duplication, and creating a centralized system for querying needed documents. Training with any new system is challenging, by breaking up the groups that are being trained into smaller chunks, it will allow for greater emersion and retention during the trainings. Also during the process of my year and a half with the district, I have drafted many information security policies, and best practice documentation, that I look forward to sharing with the board. These policies, and best practices, will sure up holes in current policies, and create better defenses, and data loss prevention strategies for the district.

### Mobility:

- Nothing New

### Ride Care:

- The month of February, has proven to be a little bit of a technical challenge with Ride Care. As we prepare for the new CCO sponsored Health Resiliency Program, and the Veterans Program launch, many technical changes have to be made. New menus have been created in our phone system, and our brokerage software has been configured to support, and facilitate these new programs. We have also completed another OBSS update, and it has fixed a few minor problems our dispatchers were having. This is now month two, since our last major OBSS upgrade that allowed us to bill in the new national standard (ICD-10). We have since, had no problems billing.

### Maps, Schedules and Website:

- With the budget process beginning, Jeff and I are working to create a website budget that is split over two fiscal years, and many phases during those two years. We will work to create a committee in the coming fiscal year that will allow proper organization, and direction of the new website and its many phases. This is a massive undertaking, that will be first priority in the coming fiscal year, it also a project the needs to be organized from the start, and structured throughout the entire process, this is critical to a successful launch. I will be providing more frequent updates on this in the coming months.

### Conferences and Training:

- Nothing New

### Transportation Options:

- Nothing New

### Development Notes:

- With budget planning time here, I am working to budget reoccurring costs for the department, as well as future development. As we know technology is always changing, and the key to keeping a system that functions well, is keeping it up to date, and with the capability of extended capacity. Most of the next fiscal year's budget however, will be allocated to the website, as it is a project that needs to start immediately.

Marketing and Outreach  
March Board Meeting Report  
Mary Parker

I have had several meetings with graphic artist Polk Riley who is recreating our paper schedule. The plan is to have a route map that will show all routes available and coinciding condensed schedules. This will then be made into a transparency that will be put up in all of our shelters. This is not an easy task...but it is important for us have route information that is available for our current and prospective customers that may not have the technology to visit our website. Some of the outreach incentive budget was used to purchase \$5 day passes to give out at events and trainings. I feel that giving out day passes is a great way to encourage non riders to experience our transit system and hopefully become riders. We will monitor where the day passes were distributed and when and what routes they were used on.

The Seaside Downtown Development Association walking map has been completed. The Streetcar map and schedule are a major section included in this fun guide to navigating all the sights and destinations in Seaside.

Mobility Management  
March Board Meeting Report  
Shana Verley

I was out on medical leave for the majority of February. The few days I was in the office it was only part time. During those days I worked on getting the Veterans Enhanced Transportation Program up and running, by contacting Dick Lang and speaking to Jeff, Jason, and Tami to figure last minute things out.

That is all I have for February, I assure you March will be much better!

## Operations

### March Board Meeting Report

#### Scott Earls

- We hired a qualified driver and put about 2 weeks training in with him when he called and said he found a full time job so he was quitting. We have since hired 3 more candidates and are beginning their training. We are prepping for spring and summertime routes.
- In the shop our air compressor seized up under load conditions. It is needed to operate the bus lift so we had to replace it at a cost of \$2,100.00.
- Illness continues to plague the operations dept. We are struggling through but we are looking forward to the end of Flu season. . With the drivers that have been out sick lately I have had the opportunity to drive many of the fixed routes and found it to be very enjoyable.
- Ridership has been up and down by week, but we are up by almost 2.5 % for the year. We have had many very wet days and these tend to affect the rider that isn't going to work. If they can put off the shopping they do.
- We have a few riders that are taking advantage of the later routes but I think it will take a little time to catch on. As we turn the clocks ahead and it stays daylight longer we should see an increase in the later runs.



RIDE ASSIST  
March Board Meeting Report  
Carol Penuel

- In March, Paratransit provided 669 rides; an average of 29.7 riders per day, which is an increase of 49.7 percent from last February and 19 percent increase from last month. (395 to 470)
- Ridership for Dial-a-ride in March was 4 rides, two from the John Day area and two rides were from the Knappa area.
- There were no ride denials in February.
- There were 5 rides on Saturdays in February from Warrenton Hammond area.
- There were 11 new ADA Paratransit applications received and 11 approved.
- The Paratransit drivers sold 11 ticket books for a total of \$276.00
- There were 96 Veteran rides given which is 16 more than last month.

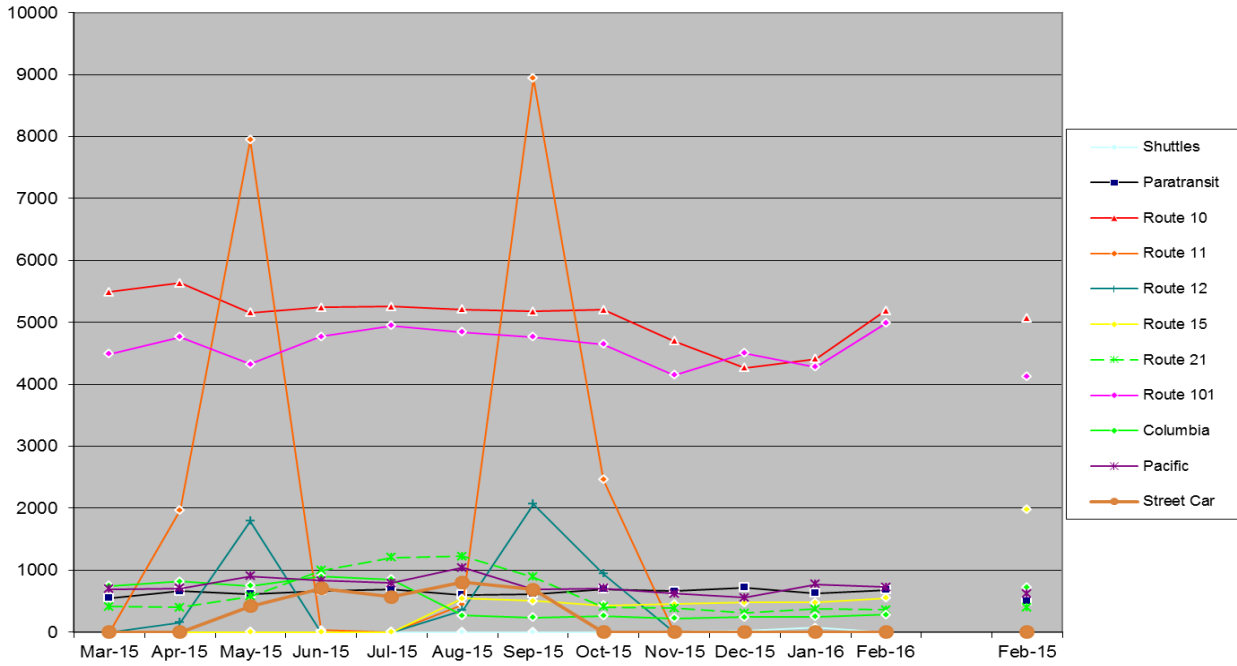
**Paratransit Fares Collected for March: \$2787.00**

- Para-transit Fares: \$ 863.00
- Tickets Collected: \$ 481.00
- Medicaid Collected \$1433.00

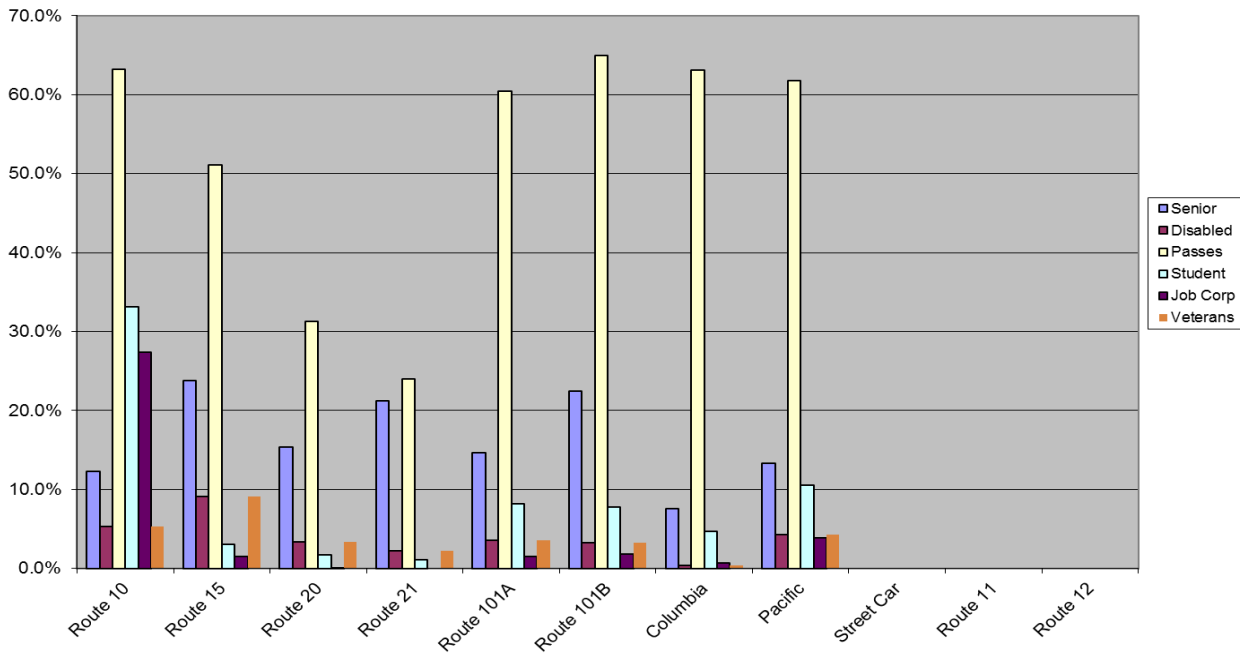
RideCare  
March Board Meeting Report  
Jason Jones

- I met with Shana, Jeff and Tami last week to discuss progress on the Veteran's transportation program. The program is very close to getting started but the actual start date will come down to the hiring of volunteers, background checks and reach out education to the local VSO (Veteran Service Officer). We hope to have the program operational by the middle of March.
- Jeff, Konnor and I held a conference call with 3 other brokerages in the State to discuss the future of our Oregon Brokerage Software System (OBSS). We hope to set up an agreement with the creator of the software for maintenance and enhancements.
- Jason was part of the Clinical Advisory Panel discussion via conference phone. This meeting was designed to get us ready to act in our sub-committee capacity.
- In February Jason had his first sub-committee meeting with the CCO CAP "High Risk Task-force". This meeting was designed to get us familiar with who everyone was and what they could bring to the table. This is right up my alley as I believe that the whole program could save a lot of money if certain programs could be labeled as high risk and afforded the proper amount of observation. Among much more information presented, I learned that the top 2 reasons for an emergency department trip were: Chest pains and headaches.
- Ride Care has reached the final details with CCO to begin the Health Resilience transportation Program (HRS) in March. We look to start the HRS program in the first week of March.

### SETD Rides



### Rider Breakdown by Route



Rider Report  
March Board Meeting Report  
John Layton

“The Bus” (Fixed Route) Highlights:

- 14,036 people used fixed routes in February for an average of 484 riders per day.
- 5 % increase in average passengers who rode fixed routes per day from last February (460.9 to 484)
- 9 people per hour, on average, got on any fixed route at any time that the bus runs in February. A 27.4 % decrease (12.4 to 9) from last February.
- 30.73 % increase in the ratio of elderly/disabled riders from last February (14.8 % to 19.35%)

RideAssist Highlights:

- 682 rides were provided by RideAssist in February for an average of 29.7 rides per day.
- 17.4 % increase in average RideAssist passengers per day from last February (25.3 to 29.7)
- 49.7 % increase in all ADA Paratransit rides from last February (314 to 470)

System Highlights:

- 14,718 people used Sunset Transportation Services in February for an average of 507.5 riders per day.
- 6 % increase in all average passengers per day from last February (478.9 to 507.5)

Transportation Options Report  
March Board Meeting Report  
Shasia Fry

#### Knight Institute for Cancer Research Grant

Recently I have been working closely with Way to Wellville on a grant application. This would be to hire a walking coordinator for Clatsop County. Although this coordinator would be contracted with Way to Wellville, they would be assisting me in the beginning stages of a Safe Routes to School program. This grant was submitted on the 9<sup>th</sup> of March and we will find out who the recipients are a few months after.

#### Safe Routes to School

Commute Options out of Bend, has been guiding me through the basic steps of beginning a Safe Routes to School Program. I will be attending the Safe Routes to School of Oregon conference in June, where I will learn about the ins and outs of a program and being a “trainer the trainer” course.

#### Oregon Active Summit.

I have completed my presentation for the Oregon Active Summit. Along with 2 other presenters, our breakout session at the conference will be focused on communications and marketing. During our 120 minute presentation we will be covering topics related to our Summer Campaign. I will also be leading the presentation attendees through an interactive marketing exercise; to help them utilize some of the tools and ideas we shared with them.