



**Sunset Empire Transportation District**  
**BOARD OF COMMISSIONERS**  
**BUDGET HEARING AND BOARD MEETING AGENDA**  
**THURSDAY MAY 28, 2015**  
**9:00 AM**  
**Astoria Transit Center, 900 Marine Drive Astoria, OR**

Agenda:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL
3. CHANGES TO AGENDA
4. SETD 2015-2016 BUDGET HEARING PROCESS
  - a. BUDGET HEARING
    - i. Public Comment
    - ii. Resolution 2015-03
      1. Adopt 2015-2016 Budget as Recommended from Budget Committee
      2. Make Appropriations
      3. Declare and Categorize Taxes
5. APPROVAL OF APRIL 2015 MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS
8. OLD BUSINESS
9. CORRESPONDENCE-
  - a. Letter #1 Transit Plaza Complaint
  - b. Letter #2 Transit Plaza Complaint
10. NEW BUSINESS
  - a. ODOT Agreement 30418 Vehicle Purchase
  - b. ODOT Agreement 30484 5311 Operating
  - c. Cannon Beach Shuttle Intergovernmental Agreement
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORT
13. PUBLIC COMMENT
14. OTHER ITEMS

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

SUNSET EMPIRE TRANSPORTATION DISTRICT  
RIDE CARE FUND

Historical Data			RESOURCES FOR NON-EMERGENT TRANSPORTATION SERVICES	Budget for Next Year <u>2015-2016</u>		
Actual		Adopted Budget This Year 2014- 2015*		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
Second Preceding Year 2012-2013	First Preceding Year 2013- 2014					
\$ 1,441,017	\$ 1,025,544	\$ 731,000	<b>Beginning Fund Balance</b>	\$ 1,300,000	\$ 1,300,000	
\$ 1,556,598	\$ 2,047,296	\$ 3,200,000	Provider Services Reimbursements	\$ 2,770,000	\$ 2,770,000	
	\$ 146,000		<b>DMAP Contract Prior Period Adjustment</b>	\$ 140,000	\$ 140,000	
\$ 1,262.00	\$ 15		Repayment of Interfund Loan			
			Miscellaneous/Interest	\$ 3,000	\$ 3,000	
<b>\$ 2,998,877</b>	<b>\$ 3,218,855</b>	<b>\$ 3,931,000</b>	<b>TOTAL</b>	<b>\$ 4,213,000</b>	<b>\$ 4,213,000</b>	<b>\$ -</b>

Historical Data			REQUIREMENTS FOR NON-EMERGENT TRANSPORTATION SERVICES	Budget for Next Year <u>2015-2016</u>		
Actual		Adopted Budget This Year 2014- 2015*		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
Second Preceding Year 2012-2013	First Preceding Year 2013- 2014					
			<b>PERSONNEL SERVICES</b>			
\$ 246,187	\$ 244,333	\$ 290,026	Wages	\$ 307,914	\$ 307,914	
\$ 26,161	\$ 28,048	\$ 41,117	Payroll Taxes/Workers' Comp	\$ 41,097	\$ 41,097	
\$ 63,703	\$ 64,709	\$ 107,926	Employee Benefits	\$ 81,999	\$ 81,999	
<b>\$ 336,051</b>	<b>\$ 337,090</b>	<b>\$ 439,069</b>	<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 431,010</b>	<b>\$ 431,010</b>	<b>\$ -</b>
			<b>MATERIALS AND SERVICES</b>			
\$ 7,211	\$ 8,258	\$ 5,760	Audit	\$ 5,460	\$ 5,460	
\$ 473	\$ 56	\$ 224	<b>Bank Fees</b>	\$ 142	\$ 142	
\$ 2,441	\$ 5,588	\$ 14,585	Building Grounds and Maintenance	\$ 12,856	\$ 12,856	
\$ 2,850	\$ 8,781	\$ 6,000	Bus Passes	\$ 16,000	\$ 16,000	
\$ 9,849	\$ 24,865	\$ 18,834	Computer Information Technology Services	\$ 8,449	\$ 8,449	
\$ 2,236	\$ 3,832	\$ 6,500	Conferences/Training and Travel	\$ 5,018	\$ 5,018	
\$ 969	\$ -		Donations/Contributions			

SETD 2015-16 Total FTEs: 38.5

RideCare Fund: 7 General Fund: 26 Admin: 5.5

Revised 4-27-15

SUNSET EMPIRE TRANSPORTATION DISTRICT  
RIDE CARE FUND

Historical Data			REQUIREMENTS FOR NON-EMERGENT TRANSPORTATION SERVICES	Budget for Next Year <u>2015-2016</u>		
Actual		Adopted Budget This Year <u>2014-</u> <u>2015*</u>		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
Second Preceding Year 2012-2013	First Preceding Year 2013- 2014					
\$ 609	\$ 724	\$ 1,500	Drug/Alcohol/Background Screening	\$ 1,042	\$ 1,042	
	\$ 879	\$ 1,330	Dues/Subscriptions/Fees	\$ 1,266	\$ 1,266	
	\$ -	\$ 160,000	DMAP Annual Adjustment			
			CCO Share Fund	\$ 137,500	\$ 137,500	
			Durable Small Equipment/Tools	\$ 10,472	\$ 10,472	
	\$ 77		Education/Outreach	\$ 1,019	\$ 1,019	
	\$ -	\$ 1,560	Election Fees	\$ -	\$ -	
\$ 235	\$ 720	\$ 1,020	Employee Recognition	\$ 1,660	\$ 1,660	
\$ 3,201	\$ 8,540	\$ 5,354	Insurance	\$ 6,515	\$ 6,515	
\$ 1,500	\$ 1,257	\$ 2,400	Janitorial Services and Supplies	\$ -	\$ -	
\$ 37	\$ 143	\$ 480	Legal Ads	\$ 179	\$ 179	
	\$ 414	\$ 2,400	Legal Counsel	\$ 1,260	\$ 1,260	
\$ 48	\$ 298	\$ 786	Meeting Expense	\$ 992	\$ 992	
\$ 18	\$ 15,128	\$ 298	Miscellaneous	\$ -	\$ -	
\$ 1,809	\$ 931	\$ 400	Newspaper Ads	\$ 382	\$ 382	
	\$ -	\$ 2,592	Office Furniture/Equipment	\$ -	\$ -	
\$ 2,941	\$ 1,952	\$ 6,400	Office Supplies	\$ 6,427	\$ 6,427	
\$ 126	\$ 180		Payroll Direct Deposit Expense	\$ 252	\$ 252	
\$ 1,206,234	\$ 1,547,085	\$ 2,019,250	Provider Payments	\$ 2,200,000	\$ 2,200,000	
\$ 370	\$ 179	\$ 500	Postage	\$ -	\$ -	
\$ 18	\$ 39	\$ 1,960	Printing	\$ -	\$ -	
\$ 2,463	\$ 7,555	\$ 5,000	Professional Services	\$ 2,678	\$ 2,678	
	\$ -	\$ 100	Taxes/Licenses	\$ -	\$ -	
\$ 9,691	\$ 9,337	\$ 10,325	Telecommunications/Internet	\$ 14,520	\$ 14,520	
		\$ 2,600	Uniforms	\$ -		
\$ 8,050	\$ 5,513	\$ 6,000	Utilities	\$ 6,120	\$ 6,840	
<b>\$ 1,263,379</b>	<b>\$ 1,652,331</b>	<b>\$ 2,284,158</b>	<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 2,440,209</b>	<b>\$ 2,440,929</b>	

SUNSET EMPIRE TRANSPORTATION DISTRICT  
RIDE CARE FUND

Historical Data			REQUIREMENTS FOR NON-EMERGENT TRANSPORTATION SERVICES	Budget for Next Year <u>2015-2016</u>		
Actual		Adopted Budget This Year <u>2014-</u> <u>2015*</u>		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
Second Preceding Year 2012-2013	First Preceding Year 2013- 2014					
\$ 370,961	\$ 58,138		<b>Transfer Out (Gen Fund for SDAO Loan)</b>	\$ -		
			<b>Debt Service</b>			
	\$ 235,373	\$ 287,744	<b>Debt Service - Principal</b>	\$ 157,373	\$ 157,373	
	\$ -	\$ 7,463	<b>Debt Service - Interest</b>	\$ 3,532	\$ 3,532	
\$ 2,942	\$ 2,300	\$ 17,526	<b>Capital Outlay</b>	\$ 30,000	\$ 30,000	
		\$ 180,589	<b>Operating Contingency</b>	\$ 210,000	\$ 210,000	
\$ 1,025,544	\$ 933,623	\$ 714,451	<b>Ending Fund Balance</b>	\$ 940,876	\$ 940,156	
\$ 2,998,877	\$ 3,218,855	\$ 3,931,000	<b>TOTAL EXPENSES</b>	\$ 4,213,000	\$ 4,213,000	
\$ 2,998,877	\$ 3,218,855	\$ 3,931,000	<b>TOTAL RESOURCES</b>	\$ 4,213,000	\$ 4,213,000	
\$ -	\$ -	\$ -	<b>Difference</b>	\$ -		

**SUNSET EMPIRE TRANSPORTATION DISTRICT  
GENERAL FUND**

Historical Data			RESOURCE FOR PUBLIC TRANSPORTATION SERVICES	Budget for Fiscal Year 2015-2016		
Actual		Adopted Budget 2014-2015		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
Second Preceding Year 2012-2013	First Preceding Year 2013-2014					
	\$ 199,217	\$ 850,000	<b>Beginning Fund Balance</b>	\$ 765,000	\$ 765,000	
\$ 56,409	\$ 62,789	\$ 55,000	State Mass Transit Payroll Distribution	\$ 55,000	\$ 55,000	
\$ 182,940	\$ 166,045	\$ 160,000	State Timber Revenue	\$ 160,000	\$ 160,000	
\$ 1,021	\$ 3,255	\$ 3,000	Interest	\$ 3,200	\$ 3,200	
	\$ -		State APD Non-Medical Program	\$ -	\$ -	
\$ 9,880	\$ 10,870	\$ 12,000	Rentals	\$ 10,800	\$ 10,800	
\$ 214,482	\$ 256,137	\$ 225,000	Fares	\$ 283,750	\$ 283,750	
\$ 58,068	\$ 56,358	\$ 55,000	IGA Contracted Service	\$ 170,369	\$ 170,369	
\$ 4,039	\$ 3,000		Other Grants	\$ 3,000	\$ 3,000	
\$ 105,538	\$ 73,620	\$ 133,240	ODOT - (STF/STO) State Funds	\$ 121,422	\$ 121,422	
\$ 61,982	\$ 47,623	\$ 70,741	ODOT - Section 5310 Prev. Maint.	\$ 64,750	\$ 64,750	
\$ 376,342	\$ 606,687	\$ 455,645	ODOT - Section 5311 Operations	\$ 455,656	\$ 455,656	
	\$ 120,123		ODOT - Section 5311 Operations (Supplemental)			
	\$ 78,642	\$ 130,000	ODOT - State of Good Repair (New bus)			
	\$ 17,023	\$ 2,200	ODOT - 5339 Bus & Bus Facilities	\$ 141,100	\$ 141,100	
\$ 64,845	\$ 140,402	\$ 66,400	ODOT 5310 - Pass through			
	\$ 45,045	\$ 95,640	ODOT - Mobility Management	\$ 77,750	\$ 77,750	
\$ 114,905	\$ 230,090	\$ 100,588	ODOT - Drive Less. Connect Grant	\$ 105,896	\$ 105,896	
\$ 205,137	\$ 158,911		ODOT - Intercity Grant (Hwy 30)	\$ 28,000	\$ 28,000	
			DOE - NWOTA/Connector Project			
			TGM Grant (Transit Plan)			
			FLAP Grant (LEWI Route)			
\$ 19,842	\$ 1,071		Miscellaneous			
<b>\$ 1,475,430</b>	<b>\$ 2,276,908</b>	<b>\$ 2,414,454</b>	<b>Total Resources except Property Tax</b>	<b>\$ 2,445,693</b>	<b>\$ 2,445,693</b>	
\$ 827,474	\$ 861,274	\$ 850,000	Property Tax	\$ 850,000	\$ 860,000	
<b>\$ 2,302,904</b>	<b>\$ 3,138,182</b>	<b>\$ 3,264,454</b>	<b>Total Resources w/Property Tax</b>	<b>\$ 3,295,693</b>	<b>\$ 3,305,693</b>	
	\$ 58,138		Interfund Transfer In			
\$ 450,000			Long Term Debt Issuance (Proceeds)			
<b>\$ 2,752,904</b>	<b>\$ 3,196,320</b>	<b>\$ 3,264,454</b>	<b>TOTAL RESOURCES</b>	<b>\$ 3,295,693</b>	<b>\$ 3,305,693</b>	

**SUNSET EMPIRE TRANSPORTATION DISTRICT  
GENERAL FUND**

Historical Data			REQUIREMENTS FOR PUBLIC TRANSPORTATION SERVICES	Budget for Fiscal Year 2015-2016		
Actual		Adopted Budget 2014-2015		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
Second Preceding Year 2012-2013	First Preceding Year 2013-2014					
			<b>PERSONNEL SERVICES</b>			
\$ 715,588	\$ 838,910	\$ 969,314	Wages	\$ 1,172,770	\$ 1,172,770	
\$ 76,917	\$ 124,255	\$ 131,022	Payroll Taxes/Worker's Comp	\$ 148,956	\$ 148,956	
	\$ -	\$ (4,560)	SDAO Longevity Credit	\$ (4,500)	\$ (4,500)	
\$ 143,333	\$ 185,881	\$ 320,000	Benefits	\$ 288,042	\$ 288,042	
<b>\$ 935,838</b>	<b>\$ 1,149,046</b>	<b>\$ 1,415,776</b>	<b>TOTAL PERSONNEL SERVICES</b>	<b>\$ 1,605,268</b>	<b>\$ 1,605,268</b>	
			<b>MATERIALS AND SERVICES</b>			
\$ 14,890	\$ 15,492	\$ 18,240	Audit	\$ 20,540	\$ 20,540	
\$ 12,730	\$ 4,339	\$ 3,076	Bank Fees	\$ 3,158	\$ 3,158	
\$ 19,074	\$ 16,704	\$ 32,727	Building Grounds and Maintenance	\$ 58,130	\$ 58,130	
\$ 17,652	\$ 41,974	\$ 49,914	Computer Information Technology Services	\$ 11,522	\$ 11,522	
\$ 18,286	\$ 18,493	\$ 25,000	Conferences, Training and Travel	\$ 38,881	\$ 38,881	
\$ 637	\$ 585		Donations/Contributions			
\$ 939	\$ 2,144	\$ 2,500	Drug/Alcohol/Background Screening	\$ 2,158	\$ 2,158	
\$ 3,376	\$ 3,322	\$ 13,720	Dues/Subscriptions/Fees	\$ 18,292	\$ 18,292	
			Durable Small Equipment/Tools	\$ 22,873	\$ 18,841	
\$ 16,094	\$ 25,344	\$ 27,330	Education/Outreach	\$ 30,000	\$ 30,000	
\$ 6,201	\$ (62)	\$ 4,940	Election Fees			
\$ 2,573	\$ 3,327	\$ 3,230	Employee Recognition	\$ 4,740	\$ 4,740	
			Equipment Lease		\$ 4,032	
\$ 172,445	\$ 164,389	\$ 262,160	Fuel	\$ 200,000	\$ 200,000	
\$ 54,338	\$ 45,691	\$ 51,456	Insurance	\$ 44,516	\$ 44,516	
\$ 6,208	\$ 4,817	\$ 7,600	Janitorial Services and Supplies			
\$ 1,548	\$ 520	\$ 1,520	Legal Ads	\$ 790	\$ 790	
\$ 648	\$ 1,986	\$ 7,600	Legal Counsel	\$ 6,740	\$ 6,740	
\$ 1,168	\$ 1,109	\$ 1,374	Meeting Expense	\$ 1,586	\$ 1,586	
\$ 621	\$ 48		Miscellaneous			
\$ 633	\$ 2,252	\$ 912	Newspaper Ads	\$ 998	\$ 998	
\$ 10,786	\$ 12,803	\$ 13,600	Office Supplies	\$ 13,763	\$ 13,763	
		\$ 4,500	Office Furniture/Equipment			

**SUNSET EMPIRE TRANSPORTATION DISTRICT  
GENERAL FUND**

Historical Data			REQUIREMENTS FOR PUBLIC TRANSPORTATION SERVICES	Budget for Fiscal Year 2015-2016		
Actual		Adopted Budget 2014-2015		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
Second Preceding Year 2012-2013	First Preceding Year 2013-2014					
	\$ 8,998		Connector Alliance	\$ -	\$ -	
\$ 634	\$ 1,680		Payroll Direct Deposit Expense	\$ 948	\$ 948	
	\$ 2,439	\$ 2,200	5310 - Pass Through -Senior Center			
			Pass Through STF	\$ 32,026	\$ 32,026	
\$ 667	\$ 930	\$ 910	Postage			
\$ 2,249	\$ 8,065	\$ 10,000	Printing	\$ 19,700	\$ 19,700	
\$ 11,685	\$ 17,599	\$ 22,800	Professional Services	\$ 43,473	\$ 43,473	
		\$ 5,000	Radio System-Buses	\$ 5,000	\$ 5,000	
	\$ -		SPD Reimbursement			
\$ 1,526	\$ 566	\$ 3,000	Shelter Cleaning and Repair			
	\$ 1,638	\$ 2,200	Small Tools - Minor Equipment			
\$ 465	\$ 851	\$ 600	Taxes/License	\$ -	\$ -	
\$ 14,113	\$ 17,173	\$ 10,000	Telecommunications/Internet	\$ 13,956	\$ 13,956	
\$ 4,477	\$ 5,628	\$ 7,600	Uniforms	\$ 4,000	\$ 4,000	
\$ 17,010	\$ 20,470	\$ 19,000	Utilities	\$ 19,380	\$ 21,660	
\$ 104,978	\$ 86,723	\$ 134,080	Vehicle Maintenance and Repair	\$ 149,560	\$ 149,560	
<b>\$ 518,651</b>	<b>\$ 538,037</b>	<b>\$ 748,789</b>	<b>TOTAL MATERIALS AND SERVICES</b>	<b>\$ 766,730</b>	<b>\$ 769,010</b>	
\$ 316,732			<b>Beginning Deficit Fund Balance</b>			
	\$ 146,000		<b>Prior Period Adjustment</b>			
		\$ 50,000	<b>Interfund Transfer Out (RideCare Repayment)</b>			
\$ 608,870			<b>Interfund Transfer Out (to Capital Reserve Fund)</b>	\$ 50,000	\$ 50,000	
			<b>Debt Service (Principal &amp; Interest)</b>			
	\$ 206,654	\$ 162,261	<b>Debt Service - Principal</b>	\$ 100,562	\$ 100,562	
	\$ 48,403	\$ 34,879	<b>Debt Service - Interest</b>	\$ 27,503	\$ 27,503	
\$ 173,596	\$ 498,192	\$ 216,880	<b>Capital Outlay</b>	\$ 179,500	\$ 179,500	
		\$ 216,456	<b>Operating Contingency</b>	\$ 250,000	\$ 250,000	
\$ 199,217	\$ 609,988	\$ 419,413	<b>Unappropriated Ending Fund Balance</b>	\$ 316,130	\$ 323,850	
<b>\$ 2,752,904</b>	<b>\$ 3,196,320</b>	<b>\$ 3,264,454</b>	<b>TOTAL REQUIREMENTS</b>	<b>\$ 3,295,693</b>	<b>\$ 3,305,693</b>	
<b>\$ 2,752,904</b>	<b>\$ 3,196,320</b>	<b>\$ 3,264,454</b>	<b>TOTAL RESOURCES</b>	<b>\$ 3,295,693</b>	<b>\$ 3,305,693</b>	
<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>DIFFERENCE</b>	<b>\$ -</b>	<b>\$ -</b>	

**FORM  
LB-11**

This fund is authorized and established by resolution /ordinance number \_\_\_\_\_, on (date) \_\_\_\_\_ for the following specified purposes: \_\_\_\_\_

**RESERVE FUND  
RESOURCES AND REQUIREMENTS**

Year this reserve fund will be reviewed to be continued or abolished.  
date can not be more than 10 years after establishment.  
Review year: \_\_\_\_\_

Capital Reserve Fund

Sunset Empire Transportation District

	Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Year 2015-2016 _____			
	Actual		Adopted Budget This Year 2014-2015		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year _____	First Preceding Year _____						
				<b>RESOURCES</b>				
1				1. Cash on hand* (cash basis) or	\$ 50,000	\$ 50,000		1
2				2. Working Capital (accrual basis)				2
3				3. Previously levied taxes estimated to be received				3
4				4. Interest				4
5			\$ 50,000	5. Transfer in from other funds	\$ 50,000	\$ 50,000		5
6				6				6
7				7				7
8				8				8
9			\$ 50,000	9. Total Resources, except taxes to be levied	\$ 100,000	\$ 100,000		9
10				10. Taxes estimated to be received				10
11				11. Taxes collected in year levied				11
12			\$ 50,000	<b>12. TOTAL RESOURCES</b>	\$ 100,000	\$ 100,000	\$ -	12
				<b>REQUIREMENTS by Org. Unit/Prog.&amp;Activity</b>				
13				13				13
14								14
15				15				15
16				16				16
17				17				17
18				18				18
19				19				19
20				20				20
21				21				21
22				22				22
23				23				23
24				24				24
25				25				25
26				26				26
27			\$ 50,000	27. Ending balance (prior years)	\$ 50,000	\$ 50,000		27
28				28. RESERVED FOR FUTURE EXPENDITURE	\$ 50,000	\$ 50,000		28
29			\$ 50,000	<b>29. TOTAL REQUIREMENTS</b>	\$ 100,000	\$ 100,000		29

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year







**BOARD OF COMMISSIONERS  
MEETING MINUTES  
April 23, 2015**

1. CALL TO ORDER- Chair Kathy Kleczek called the meeting to order at 9:00 AM.
2. ROLL CALL:  
Present: Chair Kathy Kleczek, Commissioner Rae Goforth, Commissioner Kevin Widener, Commissioner Mitch Mitchum, Commissioner Carol Gearin and Commissioner Paul Lewicki. Commissioner Neal Smith excused.  
  
Staff Present: Executive Director Jeff Hazen, Executive Assistant Mary Parker, Operations Manager Scott Earl, Financial Officer Diane Moody, HR Officer Tami Carlson, RideAssist Coordinator Carol Penuel, IS John Layton, Mobility Coordinator Lis Pietila, Transportation Options Shasia Fry and IT Konnor Claborn.
3. CHANGES TO AGENDA- None
4. ADMINISTRATIVE PROFESSIONALS DAY- Chair Kleczek presented Executive Assistant Mary Parker with a gift and card from the Board in appreciation of her services.
5. SUPPLEMENTAL BUDGET HEARING- Executive Director Hazen explained that the Coordinated Care Organization (CCO) has been paying Ridecare per-member per-month rate which has increased the revenue in Ridecare tremendously and it is now 10% over last year's budget so we are required to submit a Supplemental Budget. Executive Director Hazen said that the increase to revenue will be \$1,200,000 increasing total resources to \$3,931,000. Provider payments increased to \$628,000 due to the increase in rides provided, an increase of \$11,883 has been made to the capital expense for computers and telecommunication systems needed due to the increase in service and the unappropriated ending balance increased to \$560,117 which results in the total revised expenditures being \$3,931,000. Chair Kleczek asked if there would be other expenditures or costs in other areas required from the allocation plan. Executive Director Hazen said that the biggest change will be the increase in provider's payments which will be included in the financial reports. Commissioner Lewicki commented that over half of what is coming in is going into the unappropriated ending balance and asked if this would be used to handle expenses into the next fiscal year. Executive Director Hazen said no that we received authorization from the Board a couple of months ago to pull \$600,000 out of the Ridecare fund and place it in the Local Government Investment Pool because we are getting so much income in and we know that when we meet with the CCO to update the contract that the per-month per-member payment is going to go down considerably. Commissioner Lewicki said that it seems odd that we would receive that kind of an infusion of funds so close to the end of the fiscal year and that almost half of it has to be put in an investment pool. Executive Director Hazen said the CCO payments started in December, so we are only 4 months into that new contract but he noted, receiving a quarter million dollars every month has pushed things way up. Chair Kleczek asked if the payments we receive are more than what is needed are we required to return that money. Executive Director Hazen said yes but we asked to go a full year before we have to repay. Diane Moody said the reserve pool is not included in the Supplemental Budget because it is not being held by us. Chair Kleczek asked about the work being done to make sure we are allocating the appropriate amount for providing these rides. Diane Moody said we are now getting true numbers which are higher than expected but we will not be paying back until next year. Commissioner Gearin asked if what we have to pay back will include this year. Diane Moody said yes and she has calculated a six month projection which is in next year's budget.

Commissioner Gearin moved to adopt proposed Resolution 2015-02

Chair Kleczek seconded the motion and read Resolution 2015-02

Motion passed unanimously by roll call vote of all Commissioners present

6. PUBLIC COMMENT- None

7. APPROVAL OF THE MARCH 26, 2015 BOARD MEETING MINUTES-

Commissioner Gearin said that there were a couple of typos.

Commissioner Widener moved to approve the March 2015 Board Minutes as corrected

Commissioner Gearin seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

8. REPORTS FROM CHAIR AND COMMISSIONERS:

**Commissioner Goforth-** Reported that she had a great time at Transit Day in Salem and she had attended the Ridecare Committee meeting which had a very good attendance.

**Commissioner Lewicki-** Commented that he had missed everyone last month and was glad to be back.

**Commissioner Mitchum-** Reported that the cruise ship season kicks off a week from today with the Crown Princess which is a very large ship and there is supposed to be 18 ships coming in this year and everything is lined up and ready to go.

**Commissioner Widener-** Reported that he had also gone to Transit Day in Salem and was able to shake the new Governors hand and no one called security.

**Commissioner Gearin-**Reported that she will be working the cruise ships and is looking forward to it.

**Chair Kleczek-** Reported that she had also attended Transit Day in Salem and it was very interesting, informative and enlightening and that they had sat in on sessions in the House and Senate and Senator Johnson had introduced them. Chair Kleczek was surprised to find out that the President of the Senate is an alumni's of the same school she had attended. Chair Kleczek also reported that it was great opportunity to have a face to face with our Senator and Representative and that they are supportive of us and are advocating for transit which is a big deal because the entire legislature is not that way.

9. FINANCIAL REPORTS:

Commissioner Gearin asked for clarification of what CCPP was and if we were current on HipFish account. Diane said that Clatsop County Parole and Probation purchase passes from us and that as of April 4<sup>th</sup>, HipFish is current with us. Chair Kleczek asked why payroll taxes were so much lower on the profit and loss report. Diane said that payroll was budgeted for March and was paid in April so you will see overage. Chair Kleczek also asked about payroll outsource fees which Diane said are standard every month. Chair Kleczek asked about the drop in fuel costs which Diane said is accurate. Chair Kleczek asked about shelter cleaning. Diane explained that we contracted one cleaning and now cleaning is out of payroll since we have hired someone to maintain them.

Commissioner Lewicki moved to accept the March Financials as presented

Commissioner Widener seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

10. OLD BUSINESS-

- a. Website Update- Konner said that he had contacted Mendocino Transit Authority after Jeff had shown him how nice their website was. Konner said their web site has schedules and maps in a simple format that are easily downloaded and that when he talked to them they said the use of paper schedules dropped significantly once their web site went up. Konner said he contacted the web designers that Mendocino used and has been working with them and to see what we can put together and accomplish and for a lot less than we are paying now. Chair Kleczek explained that there was a lengthy discussion at the last Board meeting about what we need our web to provide and what we are getting from Ifocus. Chair Kleczek had asked Konner to find out how we can get what we need before signing another contract with Ifocus. Chair Kleczek said that we are in phase 2 of our website and phase 1 does not work. Executive Director Hazen brought the Mendocino

Transit website up on his Ipad and showed it to the Board. Executive Director Hazen said that Mendocino Transit used Trillium from Portland to design their web. Konner said they are great to work with and he will continue to discuss improving our web with Trillium.

#### 11. CORROSPONDENCE-

- a. Executive Director Hazen passed around a letter from Oregon Department Of Transportation saying that they had completed our audit and there are no outstanding issues. Chair Kleczek read the thank you letter she had sent to Senator Johnson and Representative Boone for seeing them on Transit Day.

#### 12. NEW BUSINESS-

- a. Long Term Transportation Plan Presentation- Executive Director Hazen introduced Stephanie Wright and Oren Eshel from Nelson Nygaard. Nelson Nygaard was selected by the Oregon Department of Transportation to conduct the planning study for the Transportation Growth Management grant that has been awarded to the District. Stephanie presented a power point overview of the plan. The purpose of this project is to define the strategic direction, the agency goals, what transit means to this community, who should transit be serving and how to move forward. The outcomes of this study will determine the recommendations about service design, organizational assessment, operating and capital costs. Stephanie explained that Nelson Nygaard is a Transit Planning firm from Portland. There are basically two arms to the project that are happening simultaneously. One is the technical analysis and the other is input and outreach which will help them understand the existing systems and what the community wants and needs. Stephanie said that they will be conducting stakeholder interviews, two rider surveys, a community survey and several on site public outreach events where people are asked questions. There will also be two public open houses. Commissioner Gearin asked if they will be going to Cannon Beach and if they included the two hospitals. Stephanie read the list of stakeholders that had responded to the invitations sent out to participate in stakeholder meetings. Chair Kleczek asked how much lead time the prospective stakeholders were given before the meeting. Stephanie said two weeks. Chair Kleczek said this is a busy time with everyone working on their budgets, and that there are not many names from South County on the list and she definitely encouraged setting up more stakeholders meetings outside of the Astoria area. There were discussion and the Board made suggestions to contact more people outside of Astoria area including Cannon Beach, Knappa, Svenson Olney, Jewell and include organizations like Meals on Wheels and the Senior Centers in Astoria and Seaside.
- b. Cost Allocation Plan FY 2015/2016- Diane Moody went over the changes made to the updated Cost Allocation Plan which included the removal of the Organizational Chart and the monthly financials. Diane said the primary change that has taken place is that the Cost Allocation is only between the General Fund and the Ride Care Fund. The allocations for utilities and building related expenses is based on building square footage with the General Fund at 76% and Ridecare at 24%. For administration and employee related expenses, the General Fund is 79% and Ridecare is 21%. Diane said that there were a few other minor changes. Diane said she would print out final copies and final copies will be included in the upcoming 2015-2016 Budget Book.

Commissioner Gearin moved that the Board accept the revised Cost Allocation Plan  
Commissioner Goforth seconded the motion  
Motion passed by unanimous aye vote of all Commissioners present
- c. June Board Meeting Date- Chair Kleczek requested that the June Board meeting be changed from June 25<sup>th</sup> to June 23<sup>rd</sup> due to a scheduling conflict that she has. There were no objections. The June Board meeting will be scheduled for June 23<sup>rd</sup>.

- d. Quarterly Executive Director Self and District Evaluations- Executive Director Hazen said that his self-evaluation and the Boards six month Performance Review were due by April 30<sup>th</sup>. Chair Kleczek thanked those that had turned in evaluations asking if all had a chance to review the summary sheet that Mary had prepared and then asked for Board comments. Commissioner Gearin said her only concern is that Jeff is very willing and she does not want to see him get spread too thin. Executive Director Hazen said he is watching that. Commissioner Gearin said Jeff was doing an excellent job. Commissioner Widener said he would say the same thing. Commissioner Mitchum said he is very impressed and pleased with Jeff and that he came into a pretty bad situation and turned into a healthy situation. Chair Kleczek said that the self-evaluation includes some of the same things that were in the last evaluation and she would like to see more updated and relevant information but she thinks Jeff is doing an excellent job. Chair Kleczek said looking at the summary sheet that has been handed out that the times when your scores dropped below excellent were minor in comparison to the things you have accomplished. Chair Kleczek said there are still things to focus on and some of the goals that are partially completed and I just want to make sure we as a Board can encourage you to continue. Commissioner Goforth said she thought Jeff has done a really good job and what she appreciates mostly is on the street level, everyone you talk to says that is so good to see the bus coming together and Jeff Hazen is a super guy. Commissioner Lewicki said that it struck me that we worked very hard to come up with some measurable goals and in filling this out I realized that you have done so many things beyond the scope of what we had put down. You have far exceeded what I ever expected a non-transit person to come in and do in such a short time. I can see it on the faces of your staff and hear the comments from riders and I see the Board is very satisfied with what you're doing. Executive Director Hazen said this is fun. It is so fun learning something new and I point behind me because it was easy to step into this because of the crew, they are the ones that are teaching me. Commissioner Gearin said she really appreciated that the staff has been given the opportunity to really learn, step forward, take responsibility and make a mistake and move on. I appreciate the reports from the team leaders and it is not "I" it is WE. Executive Director Hazen said he had also made comment during his interview process about; who gets the credit and he said everyone shares the credit. If there is a problem who accepts the responsibility? That's me. I will always give the whole team credit for what happens here.

13. EXECUTIVE DIRECTOR REPORT- No additions to report

14. LEADERSHIP TEAM REPORTS- No additions to reports

15. OTHER ITEMS- Chair Kleczek said that Cannon Beach had asked if the City of Seaside is paying for the Seaside Streetcar and asked if this question could be looked into. Scott Earls pointed out that we only charge Cannon Beach on weekdays and not for the weekends and the Streetcar only operates on weekends. Executive Director Hazen said he would look into this. Commissioner Goforth asked about the route going to Costco. Scott Earls said that the route will take about 20 minutes and may be called the Route 12. Chair Kleczek asked how the public will be notified that Route 12 is operating. Mary said with public announcements and flyers on the buses and shelters.

Meeting was adjourned at 10:39 AM

Mary Parker, Recording Secretary

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Commissioner Carol Gearin, Secretary/Treasurer

Date \_\_\_\_\_

**Sunset Empire Transportation District**  

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**APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT**  

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

NOTE on Reviewing Financials: 10 Months = 83.3% of Fiscal Year Budget\*

**General Fund Profit and Loss**

The District's General Fund Total Income is 74.4% to annual budget, with all income ahead of budget except for timber revenue and grants. Total Expense continues to be below budget at 68.3%. The Other Expense also remains low at 41.6% to budget, of which Debt Service and Transfer Out are the contributors to this expense category. Contingency and Capital Expense combined are less than 13% to budget, resulting in a positive Net Income that is 107.9% to budget.

**Revenue**

- 4450 Rental Income: This month, all but \$151.24 rental income is derived from parking spaces. The \$151.24 is the annual payment received for the charging station.

**Expense**

- 8055 Audit: The audit is complete.
- 8175 Newspaper Ads: The number of open job positions/announcements for the first two quarters was much more than planned as well as recruiting this month for the additional staff for the Transit Center.
- 8560 Dues/Subscriptions/Fees: The SDAO payment in October plus additional charges incurred for refiling the DBAs will keep this line item over budget for the remainder of the year. (Same explanation as last month.)
- 8780 Meeting Expense: While slightly over budget, the meeting expenses should remain at the same level for the next two months as it was this month.
- 9600 Debt Service & Interest: While ahead of budget at this time, the Debt Service is where it is expected to be with the largest payment made in December to the Flexlease loan. (Same explanation as last month.)
- 9850 Transfer Out: This is the transfer of funds from the General to the Capital Fund. The fund is now 100% to budget. (Same explanation as last month.)

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

**Sunset Empire Transportation District**  

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**APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT**  

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

**RideCare Fund Profit and Loss**

RideCare's Total Income is 67.8% to annual budget. Total Expense is under budget at 74.6%. The Other Expense is under budget at 62.3% due to 0% expended in Contingency. The result is a Net Income at 45.8% to budget.

***Expense***

- 8055 Audit: The audit is complete.
- 8167 Legal Counsel: The unplanned legal review of employment related contracts during the first four months of the fiscal year has caused the budget overage. (Same explanation as last month.)
- 8520 Telecommunications: The purchase of new headsets budgeted for the year were purchased this month.
- 8400 Bus Passes: Bus pass purchases are much stronger than management projected. (Same explanation as last month.)
- 8560 Dues/Subscriptions: Same situation as stated under the General Fund. (Same explanation as last month.)
- 8650 Computer Tech Services: The jump in expense is due to the new server network purchase and installation. (Same explanation as last month.)
- 9600 Debt Service & Interest: Same as explained under the General Fund section, while ahead of budget at this time, the Debt Service is where it is expected to be with the largest payment made in December to the Flexlease loan. (Same explanation as last month.)
- 9700 Capital Expense: All capital purchases have been made for the year.

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

There are no follow up items from the last meeting.

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

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

YTD Actual to Budget Target: 83.3%

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to Annual Budget</u>	
					\$ (Under)	
					\$ Over	%
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
4000 · FARES	20,629.84	18,749.00	208,444.52	225,000.00	(16,555.48)	92.6% *
4100 · CONTRACTED SERVICES - IGA	4,975.63	3,000.00	49,398.73	55,000.00	(5,601.27)	89.8% *
4200 · TAXES	5,484.00	10,000.00	834,881.04	850,000.00	(15,118.96)	98.2% *
4250 · TIMBER REVENUES	0.00	0.00	68,186.44	160,000.00	(91,813.56)	42.6%
4300 · MASS TRANSIT ASSESSMENT	21,384.74	30,000.00	58,837.19	55,000.00	3,837.19	107.0% *
4301 · STATE APD NON-MEDICAL PROGRAM	0.00		0.00	0.00	-	
4305 · INTEREST	330.14	250.00	3,487.98	3,000.00	487.98	116.3% *
4310 · MISC INCOME	0.00	0.00	112.68	0.00	112.68	
4450 · RENTAL INCOME	911.24	800.00	9,491.24	12,000.00	(2,508.76)	79.1%
5001 · GRANTS	43,271.00	22,914.00	563,420.00	1,054,454.00	(491,034.00)	53.4%
<b>Total Income</b>	<u>96,986.59</u>	<u>85,713.00</u>	<u>1,796,259.82</u>	<u>2,414,454.00</u>	<u>(618,194.18)</u>	<u>74.4%</u>
<b>Gross Profit</b>	96,986.59	85,713.00	1,796,259.82	2,414,454.00	(618,194.18)	74.4%
<b>Expense</b>						
6000 · PAYROLL WAGES	74,384.55	80,776.00	768,999.40	969,314.00	(200,314.60)	79.3%
6200 · PAYROLL TAXES & W/C - EMPLOYER	20,977.36	14,918.00	106,472.20	174,470.00	(67,997.80)	61.0%
6300 · BENEFITS	22,202.65	22,666.00	201,204.20	271,992.00	(70,787.80)	74.0%
6560 · PAYROLL EXP (OUTSOURCED FEES)	78.08	0.00	738.74	0.00	738.74	
6605 · REIMBURSED EXPENSES - p/r acct	0.00	0.00	570.00	0.00	570.00	
7750 · RC PROVIDER SERVICES	0.00	0.00	0.00	0.00	-	
8010 · BANK CHGS/FEES	287.15	285.00	2,457.45	3,076.00	(618.55)	79.9%
8055 · AUDIT	0.00	0.00	17,949.80	18,240.00	(290.20)	98.4% *
8100 · BAD DEBT	0.00	0.00	0.00	0.00	-	
8155 · LEGAL ADS	300.58	252.00	293.04	1,520.00	(1,226.96)	19.3%



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

	<u>Month</u> <u>Actual</u>	<u>Month</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to</u> <u>Annual Budget</u>	
					<u>\$ (Under)</u>	
					<u>\$ Over</u>	<u>%</u>
<b>YTD Actual to Budget Target: 83.3%</b>						
8160 · PROFESSIONAL SERVICES	0.00	1,900.00	5,131.70	22,800.00	(17,668.30)	22.5%
8167 · LEGAL COUNSEL	336.00	633.00	4,248.10	7,600.00	(3,351.90)	55.9%
8170 · EDUCATION/OUTREACH	735.00	2,277.00	4,376.96	27,330.00	(22,953.04)	16.0%
8174 · CONNECTOR ALLIANCE	0.00	0.00	0.00	0.00	-	
8175 · NEWSPAPER ADS	364.54	0.00	1,803.86	912.00	891.86	197.8% *
8180 · OFFICE SUPPLIES	1,492.26	1,133.00	10,196.28	13,600.00	(3,403.72)	75.0%
8182 · OFFICE FURNITURE/EQUIPMENT	461.00	375.00	1,880.00	4,500.00	(2,620.00)	41.8%
8185 · POSTAGE-SHIPPING	61.18	52.00	844.58	910.00	(65.42)	92.8% *
8190 · PRINTING	63.88	833.00	5,102.38	10,000.00	(4,897.62)	51.0%
8195 · SUBGRANT PASS-THROUGH	308.21	350.00	1,846.54	2,200.00	(353.46)	83.9%
8205 · TAXES/LICENSE	0.00	50.00	95.00	600.00	(505.00)	15.8%
8250 · TELECOMMUNICATIONS	289.73	833.00	7,419.91	10,000.00	(2,580.09)	74.2%
8260 · RADIO SYSTEM-BUSES	797.00	500.00	4,143.24	5,000.00	(856.76)	82.9%
8300 · BLDG GROUNDS & MAINT	2,443.73	2,570.00	17,925.89	32,727.00	(14,801.11)	54.8%
8350 · INSURANCE	16,094.23	12,864.00	26,494.55	51,456.00	(24,961.45)	51.5%
8360 · FUEL	9,523.48	21,846.00	104,169.65	262,160.00	(157,990.35)	39.7%
8460 · UTILITIES	1,713.25	1,700.00	14,994.38	19,000.00	(4,005.62)	78.9%
8465 · JANITORIAL SERV & SUPPLIES	217.26	633.00	2,289.25	7,600.00	(5,310.75)	30.1%
8480 · UNIFORMS	56.73	733.00	4,437.63	7,600.00	(3,162.37)	58.4%
8500 · DONATIONS/GIFTS/CONTRIB	45.00	0.00	2,119.01	0.00	2,119.01	
8501 · DONATIONS CLEARING	-45.00	0.00	-2,044.01	0.00	(2,044.01)	
8550 · D/A SCREENING & BACKGROUND CKS	92.75	208.00	490.19	2,500.00	(2,009.81)	19.6%
8560 · DUES/SUBSCRIPTIONS/FEES	2,510.45	2,600.00	17,503.12	13,720.00	3,783.12	127.6% *
8570 · ELECTION FEES	0.00	0.00	0.00	4,940.00	(4,940.00)	0.0%
8575 · EMPLOYEE RECOGNITION	400.55	202.00	2,225.63	3,230.00	(1,004.37)	68.9%
8605 · VEHICLE MAINT & REPAIR	11,213.60	11,173.00	74,471.32	134,080.00	(59,608.68)	55.5%
8650 · COMPUTER INFO TECH SERVICES	3,474.14	4,160.00	46,082.58	49,913.00	(3,830.42)	92.3% *

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

	Month Actual	Month Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
					\$ (Under)	%
					\$ Over	%
<b>YTD Actual to Budget Target: 83.3%</b>						
8660 · SHELTER CLEANING/REPAIR	115.00	100.00	1,871.20	3,000.00	(1,128.80)	62.4%
8705 · SMALL TOOLS/MINOR EQUIPMENT	0.00	183.00	612.48	2,200.00	(1,587.52)	27.8%
8725 · MISCELLANEOUS	0.00	0.00	0.00	0.00	-	
8750 · CONFERENCES/TRAINING/TRAVEL	3,942.44	2,000.00	18,346.19	25,000.00	(6,653.81)	73.4%
8780 · MEETING EXPENSE	38.75	50.00	1,439.01	1,375.00	64.01	104.7% *
8900 · Uncategorized Expenses	0.00		0.00			
<b>Total Expense</b>	<b>174,975.53</b>	<b>188,855.00</b>	<b>1,479,201.45</b>	<b>2,164,565.00</b>	<b>(685,363.55)</b>	<b>68.3%</b>
<b>Net Ordinary Income</b>	<b>-77,988.94</b>	<b>-103,142.00</b>	<b>317,058.37</b>	<b>249,889.00</b>	<b>67,169.37</b>	<b>126.9% *</b>
<b>Other Income/Expense</b>						
<b>Other Income</b>						
9150 · TRANSFERS IN	0.00	0.00	0.00	0.00		
<b>Total Other Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>Other Expense</b>						
9600 · DEBT SERVICE & INTEREST-FEES	6,573.50	6,600.00	177,446.06	197,140.00	(19,693.94)	90.0% *
9700 · CAPITAL EXPENSE	16,818.00	21,688.00	55,831.69	216,880.00	(161,048.31)	25.7%
9800 · CONTINGENCY	0.00	108,228.00	0.00	216,456.00	(216,456.00)	0.0%
9850 · TRANSFERS OUT	0.00	0.00	50,000.00	50,000.00	-	100.0%
<b>Total Other Expense</b>	<b>23,391.50</b>	<b>136,516.00</b>	<b>283,277.75</b>	<b>680,476.00</b>	<b>(397,198.25)</b>	<b>41.6%</b>
<b>Net Other Income</b>	<b>-23,391.50</b>	<b>-136,516.00</b>	<b>-283,277.75</b>	<b>-680,476.00</b>	<b>397,198.25</b>	<b>41.6%</b>
<b>Net Income</b>	<b>-101,380.44</b>	<b>-239,658.00</b>	<b>33,780.62</b>	<b>-430,587.00</b>	<b>464,367.62</b>	<b>107.8%</b>

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

YTD Actual to Budget Target: 83.3%

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to Annual Budget</u>	
					<b>\$ (Under)</b>	<b>%</b>
					<b>\$ Over</b>	
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
4305 · INTEREST	267.22		534.33			
4310 · MISC INCOME	55.00		55.00			
4400 · PROVIDER SERV REIMBURSEMENTS	273,126.44	546,636.00	2,664,715.59	3,931,000.00	(1,266,284.41)	67.8%
<b>Total Income</b>	<u>273,448.66</u>	<u>546,636.00</u>	<u>2,665,304.92</u>	<u>3,931,000.00</u>		
<b>Gross Profit</b>	273,448.66	546,636.00	2,665,304.92	3,931,000.00	(1,265,695.08)	67.8%
<b>Expense</b>						
6000 · PAYROLL WAGES	19,901.34	24,168.00	209,106.76	290,026.00	(80,919.24)	72.1%
6200 · PAYROLL TAXES & W/C - EMPLOYER	2,107.85	3,426.00	26,081.30	41,117.00	(15,035.70)	63.4%
6300 · BENEFITS	5,197.82	8,994.00	59,423.03	107,926.00	(48,502.97)	55.1%
6560 · PAYROLL EXP (OUTSOURCED FEES)	19.52	0.00	172.36	0.00	172.36	
7750 · RC PROVIDER SERVICES	206,242.34	325,270.00	1,659,736.82	2,019,250.00	(359,513.18)	82.2%
7760 · DMAP ANNUAL ADJUSTMENT PAYMENTS	0.00	0.00	0.00	160,000.00	(160,000.00)	0.0%
8010 · BANK CHGS/FEES	0.00	18.00	0.00	224.00	(224.00)	0.0%
8055 · AUDIT	0.00	0.00	5,655.20	5,760.00	(104.80)	98.2% *
8155 · LEGAL ADS	75.14	80.00	82.68	480.00	(397.32)	17.2%
8160 · PROFESSIONAL SERVICES	224.00	416.00	2,957.30	5,000.00	(2,042.70)	59.1%
8167 · LEGAL COUNSEL	514.50	100.00	4,561.62	2,400.00	2,161.62	190.1% *
8170 · EDUCATION/OUTREACH	0.00	0.00	0.00	0.00	-	
8175 · NEWSPAPER ADS	151.27	0.00	318.39	400.00	(81.61)	79.6%
8180 · OFFICE SUPPLIES	235.58	533.00	2,839.46	6,400.00	(3,560.54)	44.4%
8182 · OFFICE FURNITURE/EQUIPMENT	0.00	216.00	173.48	2,592.00	(2,418.52)	6.7%
8185 · POSTAGE-SHIPPING	49.00	50.00	328.37	500.00	(171.63)	65.7%
8190 · PRINTING	0.00	163.00	0.00	1,960.00	(1,960.00)	0.0%

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

	<u>Month</u> <u>Actual</u>	<u>Month</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to</u> <u>Annual Budget</u>	
					<u>\$ (Under)</u>	<u>%</u>
					<u>\$ Over</u>	
YTD Actual to Budget Target: 83.3%						
8205 · TAXES/LICENSE	0.00	0.00	0.00	100.00	(100.00)	0.0%
8250 · TELECOMMUNICATIONS	1,769.22	860.00	9,053.32	10,325.00	(1,271.68)	87.7% *
8300 · BLDG GROUNDS & MAINT	891.20	1,215.00	6,201.65	14,585.00	(8,383.35)	42.5%
8350 · INSURANCE	1,618.44	1,685.00	3,759.30	5,354.00	(1,594.70)	70.2%
8400 · BUS PASSES	130.00	500.00	10,949.50	6,000.00	4,949.50	182.5% *
8460 · UTILITIES	566.93	500.00	4,917.53	6,000.00	(1,082.47)	82.0%
8465 · JANITORIAL SERV & SUPPLIES	30.24	200.00	400.76	2,400.00	(1,999.24)	16.7%
8480 · UNIFORMS	0.00	216.00	807.56	2,600.00	(1,792.44)	31.1%
8550 · D/A SCREENING & BACKGROUND CKS	171.00	125.00	1,040.56	1,500.00	(459.44)	69.4%
8560 · DUES/SUBSCRIPTIONS/FEES	10.00	110.00	1,300.84	1,330.00	(29.16)	97.8% *
8570 · ELECTION FEES	0.00	0.00	0.00	1,560.00	(1,560.00)	0.0%
8575 · EMPLOYEE RECOGNITION	0.00	45.00	516.73	1,020.00	(503.27)	50.7%
8650 · COMPUTER INFO TECH SERVICES	613.30	1,569.00	17,573.88	18,834.00	(1,260.12)	93.3% *
8725 · MISCELLANEOUS	0.00	149.00	132.00	298.00	(166.00)	44.3%
8750 · CONFERENCES/TRAINING/TRAVEL	662.52	541.00	2,704.14	6,500.00	(3,795.86)	41.6%
8780 · MEETING EXPENSE	0.00	25.00	500.99	785.00	(284.01)	63.8%
<b>Total Expense</b>	<u>241,181.21</u>	<u>371,174.00</u>	<u>2,031,295.53</u>	<u>2,723,226.00</u>	<u>(691,930.47)</u>	<u>74.6%</u>
<b>Net Ordinary Income</b>	32,267.45	175,462.00	634,009.39	1,207,774.00	(573,764.61)	52.5%
<b>Other Income/Expense</b>						
<b>Other Income</b>						
9150 · TRANSFERS IN	0.00	0.00	0.00	0.00		
<b>Total Other Income</b>	0.00	0.00	0.00	0.00		

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

YTD Actual to Budget Target: 83.3%

	<u>Month</u> <u>Actual</u>	<u>Month</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to</u> <u>Annual Budget</u>	
					\$ (Under)	
					\$ Over	%
<b>Other Expense</b>						
<b>9600 · DEBT SERVICE &amp; INTEREST-FEES</b>	36,343.25	36,343.25	291,688.69	295,207.00	(3,518.31)	98.8% *
<b>9700 · CAPITAL EXPENSE</b>	7,200.00	7,200.00	12,733.00	12,843.00	(110.00)	99.1% *
<b>9800 · CONTINGENCY</b>	0.00	90,295.00	0.00	180,589.00	(180,589.00)	0.0%
<b>9850 · TRANSFERS OUT</b>	0.00	0.00	0.00	0.00	-	
<b>Total Other Expense</b>	<u>43,543.25</u>	<u>133,838.25</u>	<u>304,421.69</u>	<u>488,639.00</u>	<u>(184,217.31)</u>	<u>62.3%</u>
<b>Net Other Income</b>	<u>-43,543.25</u>	<u>-133,838.25</u>	<u>-304,421.69</u>	<u>-488,639.00</u>	<u>184,217.31</u>	<u>62.3%</u>
<b>Net Income</b>	<u><u>-11,275.80</u></u>	<u><u>41,623.75</u></u>	<u><u>329,587.70</u></u>	<u><u>719,135.00</u></u>	<u><u>(389,547.30)</u></u>	<u><u>45.8%</u></u>

**SUNSET EMPIRE TRANSPORTATION**  
**Balance Sheet**  
As of April 30, 2015

	<u>Apr 30, 15</u>		<u>Apr 30, 15</u>
<b>ASSETS</b>		<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Assets</b>		<b>Liabilities</b>	
<b>Checking/Savings</b>		<b>Current Liabilities</b>	
1000 - SETD		<b>Accounts Payable</b>	
1005 - BUS FUND - CCB 02240	2,200.62	2010 - Accounts Payable	
1010 - ON-LINE PURCHASE CCB (7498)	281.54	2010A - SETD - A/P	45,489.52
1020 - CASH - FISCAL AGENT (HRA)- SETD	152.08	2010B - NWRC - A/P	<u>66,478.58</u>
1025 - LGIP 4992 (Operations)	783,682.65	<b>Total 2010 - Accounts Payable</b>	<u>111,968.10</u>
1030 - PAYROLL - CCB (3950)	37,536.00	<b>Total Accounts Payable</b>	<u>111,968.10</u>
1035 - CCB LOAN RES ACCT-CCB (2455)	75,216.56	<b>Other Current Liabilities</b>	
1040 - GENERAL FUND - CCB (3943)	200,159.22	2100 - PAYROLL LIABILITIES	1,928.28
1045 - EMPLOYEES FUND - CCB (3935)	<u>902.82</u>	2106 - INSURANCE LIABILITIES	13,286.61
<b>Total 1000 - SETD</b>	<u>1,100,131.49</u>	2110 - Direct Deposit Liabilities	-15.78
1050 - RIDE CARE		2260 - DEFERRED REVENUE	<u>28,394.14</u>
1065 - CASH - FISCAL AGENT(HRA) - NWRC	147.92	<b>Total Other Current Liabilities</b>	<u>43,593.25</u>
1080 - NWRC Reimb - CCB (3976)	489,255.41	<b>Total Current Liabilities</b>	<u>155,561.35</u>
1085 - LGIP-RideCare	<u>650,474.28</u>	<b>Long Term Liabilities</b>	
<b>Total 1050 - RIDE CARE</b>	<u>1,139,877.61</u>	2800 - INTERCOMPANY TRANSACTION	
1099 - TRANSFERS HOLDING ACCOUNT	<u>100.00</u>	2820 - INTERCOMPANY RECEIVABLE	342,739.27
<b>Total Checking/Savings</b>	<u>2,240,109.10</u>	2830 - INTERCOMPANY PAYABLE	<u>-342,739.27</u>
<b>Accounts Receivable</b>		<b>Total 2800 - INTERCOMPANY TRANSACTION</b>	<u>0.00</u>
1200 - ACCOUNTS RECEIVABLE		<b>Total Long Term Liabilities</b>	<u>0.00</u>
1200A - SETD - A/R	5,171.63	<b>Total Liabilities</b>	<u>155,561.35</u>
<b>Total 1200 - ACCOUNTS RECEIVABLE</b>	<u>5,171.63</u>	<b>Equity</b>	
<b>Total Accounts Receivable</b>	5,171.63	3050 - PRIOR PERIOD ADJ	152,927.00
<b>Other Current Assets</b>		3800 - FUND BALANCE SETD	609,987.31
1205 - PROPERTY TAX RECEIVABLE	20,919.14	3850 - FUND BALANCE NWRC	933,623.60
1410 - PREPAID INS/BENEFITS	624.68	3900 - RETAINED EARNINGS	3,000.00
1411 - PREPAID EXPENSES	314.04	<b>Net Income</b>	<u>413,368.32</u>
1499 - UNDEPOSITED FUNDS	<u>1,328.99</u>	<b>Total Equity</b>	<u>2,112,906.23</u>
<b>Total Other Current Assets</b>	<u>23,186.85</u>		
<b>Total Current Assets</b>	<u>2,268,467.58</u>		
<b>TOTAL ASSETS</b>	<u><u>2,268,467.58</u></u>	<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>2,268,467.58</u></u>

**SUNSET EMPIRE TRANSPORTATION  
GENERAL FUND  
A/R Aging Summary  
As of April 30, 2015**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
CC PAROL-PROBATION	30.00	0.00	0.00	0.00	0.00	30.00
CCC	360.00	0.00	0.00	0.00	0.00	360.00
CITY OF CANNON BEACH - A/R	0.00	4,975.63	0.00	0.00	0.00	4,975.63
DHS - ASTORIA - SSP/0401	0.00	36.00	0.00	0.00	0.00	36.00
ISN	330.00	240.00	0.00	0.00	0.00	570.00
NW REGIONAL EDUCATION SERVICE DISTRICT	0.00	0.00	0.00	0.00	-3,020.00	-3,020.00
NWRC-PASSES	1,290.00	0.00	0.00	0.00	0.00	1,290.00
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-BITS N BYTES COMPUTER SERVICE	47.50	0.00	0.00	0.00	0.00	47.50
P-BRACHMANN, CAROL	47.50	0.00	0.00	0.00	0.00	47.50
P-CELLAR ON 10TH, THE	95.00	0.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	95.00	95.00	0.00	0.00	0.00	190.00
P-H&R Block	95.00	0.00	0.00	0.00	0.00	95.00
P-HIPFISH-PARKING	47.50	47.50	0.00	0.00	0.00	95.00
P-HOMESPUN QUILTS	95.00	0.00	0.00	0.00	0.00	95.00
PACIFIC NW WORKS	75.00	0.00	0.00	0.00	0.00	75.00
<b>TOTAL</b>	<b><u>2,797.50</u></b>	<b><u>5,394.13</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>-3,020.00</u></b>	<b><u>5,171.63</u></b>

**SUNSET EMPIRE TRANSPORTATION**  
**A/P Aging Summary**  
As of April 30, 2015

**SETD GENERAL FUND PAYABLES**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
ALL RENTS	230.00	0.00	0.00	0.00	0.00	230.00
ASTORIA, CITY OF	0.00	523.98	0.00	0.00	0.00	523.98
CARD SERVICE CENTER	0.00	5,353.71	0.00	0.00	0.00	5,353.71
CLATSOP ELECTRIC	0.00	896.28	0.00	0.00	0.00	896.28
COASTAL LOCK -N- KEY, LLC	70.00	0.00	0.00	0.00	0.00	70.00
DAYTECH LIMITED	0.00	635.00	0.00	0.00	0.00	635.00
DSU PETERBILT & GMC INC.	0.00	3,263.18	0.00	0.00	0.00	3,263.18
E-CARLSON, TAMI	20.00	0.00	0.00	0.00	0.00	20.00
E-CLABORN, KONNOR	40.00	0.00	0.00	0.00	0.00	40.00
E-HAZEN JEFF	0.00	121.90	0.00	0.00	0.00	121.90
E-MOODY, DIANE	20.00	0.00	0.00	0.00	0.00	20.00
E-PARKER, MARY	20.00	0.00	0.00	0.00	0.00	20.00
E-PIETILA, ELISABETH	40.00	0.00	0.00	0.00	0.00	40.00
EO MEDIA GROUP	0.00	637.58	0.00	0.00	0.00	637.58
HEART LINK HEALTH SERVICES	0.00	100.95	0.00	0.00	0.00	100.95
INDUSTRIAL DIESEL POWER, INC	0.00	1,452.98	0.00	0.00	0.00	1,452.98
JACKSON & SON OIL, INC.	0.00	5,665.75	0.00	0.00	0.00	5,665.75
NW NATURAL	29.46	0.00	0.00	0.00	0.00	29.46
PETTY CASH	0.00	141.69	0.00	0.00	0.00	141.69
ROD'S AUTO & MARINE ELECTRIC	0.00	85.00	0.00	0.00	0.00	85.00
SAFEKEEPING STORAGE CENTERS	274.00	0.00	0.00	0.00	0.00	274.00
SDAO	0.00	50.00	0.00	0.00	0.00	50.00
SDIS	0.00	0.00	0.00	0.00	0.00	0.00
TOLAR	0.00	24,018.00	0.00	0.00	0.00	24,018.00
TRUE NORTH LEARNING	0.00	1,800.00	0.00	0.00	0.00	1,800.00
<b>TOTAL</b>	<b><u>743.46</u></b>	<b><u>44,746.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>45,489.46</u></b>



**SUNSET EMPIRE TRANSPORTATION**  
**A/P Aging Summary**  
As of April 30, 2015

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
<b>RIDECARE PAYABLES</b>						
	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
NWRC-BARTON	0.00	97.00	0.00	0.00	0.00	97.00
NWRC-COLUMBIA COUNTY RIDER	0.00	2,119.24	0.00	0.00	0.00	2,119.24
NWRC-COMMUNITY AMBULANCE	0.00	219.75	0.00	0.00	0.00	219.75
NWRC-ELLIOTT'S TRANSPORT	0.00	1,862.50	0.00	0.00	0.00	1,862.50
NWRC-HOT SHOT TRANSPORTATION	0.00	6,881.25	0.00	0.00	0.00	6,881.25
NWRC-INTEGRA TELECOM	0.00	84.87	0.00	0.00	0.00	84.87
NWRC-K & M MEDIVAN	0.00	0.00	0.00	0.00	0.00	0.00
NWRC-MEDIX AMBULANCE	0.00	8,459.00	0.00	0.00	0.00	8,459.00
NWRC-METRO WEST AMBULANCE	0.00	1,173.00	0.00	0.00	0.00	1,173.00
NWRC-OREGON COAST TRANSPORTE	0.00	945.00	0.00	0.00	0.00	945.00
NWRC-SETD-PARA	1,738.00	866.00	0.00	0.00	0.00	2,604.00
NWRC-TILLAMOOK COUNTY TRANSPC	0.00	27,340.50	0.00	0.00	0.00	27,340.50
NWRC-WAPATO SHORES, INC	0.00	14,434.47	0.00	0.00	0.00	14,434.47
PACK'S	0.00	258.00	0.00	0.00	0.00	258.00
<b>TOTAL</b>	<b><u>1,738.00</u></b>	<b><u>64,740.58</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>66,478.58</u></b>

**SUNSET EMPIRE TRANSPORTATION**  
**Check Detail 5000+**

April 2015

<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Source Name</u>	<u>Account</u>	<u>Paid Amount</u>
Check	EFT 4-30-15	04/30/2015	CLATSOP COMMUNITY BANK	1040 - GENERAL FUND - CCB (3943)	-6,573.50
Bill Pmt -Check	3030	04/02/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-6,999.00
Bill Pmt -Check	3032	04/02/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-10,667.22
Bill Pmt -Check	3040	04/13/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-6,195.00
Bill Pmt -Check	3044	04/13/2015	NWRC-TILLAMOOK COUNTY TRANSPORTATION	1080 - NWRC Reimb - CCB (3976)	-24,722.00
Bill Pmt -Check	3045	04/13/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-12,693.22
Bill Pmt -Check	3048	04/13/2015	OREGON DEPT OF HUMAN SERVICES	1080 - NWRC Reimb - CCB (3976)	-36,343.25
Bill Pmt -Check	3061	04/21/2015	NWRC-K & M MEDIVAN	1080 - NWRC Reimb - CCB (3976)	-10,164.60
Bill Pmt -Check	3063	04/21/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-11,692.00
Bill Pmt -Check	3068	04/21/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-12,831.28
Bill Pmt -Check	3072	04/24/2015	NWRC-HOT SHOT TRANSPORTATION	1080 - NWRC Reimb - CCB (3976)	-9,121.36

SUNSET EMPIRE TRANSPORTATION  
Check Detail 5000+

April 2015

Type	Num	Date	Source Name	Account	Paid Amount
Bill Pmt -Check	3074	04/24/2015	NWRC-MEDIX AMBULANCE	1080 - NWRC Reimb - CCB (3976)	-9,627.00
Bill Pmt -Check	3076	04/24/2015	NWRC-WAPATO SHORES, INC	1080 - NWRC Reimb - CCB (3976)	-12,504.72
Bill Pmt -Check	15009	04/02/2015	DELL INC	1040 - GENERAL FUND - CCB (3943)	-28,013.69
Bill Pmt -Check	15018	04/02/2015	SDIS	1040 - GENERAL FUND - CCB (3943)	-17,712.67

# Bill

SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
04/15/2015	0188 3/9 - 4/7

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

**PAID**

Bill Due 04/30/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
EMPLOYEE RECOGNITION	EARLS - 220 FRED MEYER - DRIVER APPRECIATION DAY	19.54		OPER - 5311
CONFERENCES/TRAINING /TRAVEL	HAZEN - 0667 SUNSET EMPIRE PARKS AND REC. - LEADERSHIP TRAINING - SCOTT	87.50		OPER - 5311
CONFERENCES/TRAINING /TRAVEL	SUNSET EMPIRE PARKS AND REC. - LEADERSHIP TRAINING - LIS	87.50		MM-29308
CONFERENCES/TRAINING /TRAVEL	SUNSET EMPIRE PARKS AND REC. - LEADERSHIP TRAINING - CAROL	87.50		PAR
CONFERENCES/TRAINING /TRAVEL	SUNSET EMPIRE PARKS AND REC. - LEADERSHIP TRAINING - JASON	87.50	NWRC.	RIDECARE
UNIFORMS	SIGN-ONE SIGNCRAFTERS - SHIRT FOR DRIVER	27.70		OPER - 5311
OFFICE SUPPLIES	STAPLES - OFFICE SUPPLIES FOR SEASIDE KIOSK	2.29		OPER - 5311
BLDG GROUNDS & MAINT	HOME DEPOT - POWER STRIP FOR SEASIDE KIOSK	34.03		OPER - 5311
BLDG GROUNDS & MAINT	ACE HARDWARE - PARTS FOR SEASIDE KIOSK	5.27		OPER - 5311
BLDG GROUNDS & MAINT	CITY LUMBER - PARTS FOR SEASIDE KIOSK	29.99		OPER - 5311
OFFICE SUPPLIES	FRED MEYER - WASTE BASKET FOR SEASIDE KIOSK	18.44		OPER - 5311
OFFICE SUPPLIES	FRED MEYER - OFFICE SUPPLIES FOR SEASIDE KIOSK	7.18		OPER - 5311
OFFICE SUPPLIES	FRED MEYER - COOLER FOR SEASIDE KIOSK	49.99		OPER - 5311

# Bill

SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
04/15/2015	0188 3/9 - 4/7

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

**PAID**

Bill Due 04/30/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
BLDG GROUNDS & MAINT	UTZINGER'S HARDWARE - BUILDING SUPPLIES FOR SEASIDE KIOSK	35.99		OPER - 5311
OFFICE SUPPLIES	STAPLES - SIGN AND TAPE FOR SEASIDE KIOSK	11.28		OPER - 5311
OFFICE SUPPLIES	JONES - 0261 STAPLES - STAMP FOR RIDE CARE	18.99	NWRC.	RIDE CARE
BLDG GROUNDS & MAINT	HOME DEPOT - DOOR KNOB FOR RIDE CARE	14.94	NWRC.	RIDE CARE
TRAVEL	FRED MEYER - FUEL FOR BROKERAGE MEETING	19.17	NWRC.	RIDE CARE
HARDWARE	NEWEGG - MONITORS FOR RIDE CARE	205.96	NWRC.	RIDE CARE
HARDWARE	NEWEGG - MONITOR FOR RIDE CARE	174.98	NWRC.	RIDE CARE
OFFICE SUPPLIES	STAPLES - TONER FOR RIDE CARE	44.99	NWRC.	RIDE CARE
TRAVEL	FRED MEYER - FUEL FOR BROKERAGE MEETING	10.00	NWRC.	RIDE CARE
TRAVEL	VALLEY CAFE - FOOD FOR BROKERAGE MEETING	8.59	NWRC.	RIDE CARE
TRAVEL	OREGON PARKING YELLOW LOT - PARKING FOR BROKERAGE MEETING	6.00	NWRC.	RIDE CARE
TRAVEL	SUBWAY - FOOD FOR BROKERAGE MEETING	10.00	NWRC.	RIDE CARE
TRAVEL	LA QUINTA INN SUITES - LODGING FOR BROKERAGE MEETING	84.22	NWRC.	RIDE CARE
TRAVEL	ENTERPRISE - CAR RENTAL FOR BROKERAGE MEETING	67.04	NWRC.	RIDE CARE

# Bill

SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
04/15/2015	0188 3/9 - 4/7

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

**PAID**

Bill Due 04/30/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
SOFTWARE-SUBSCRIPTIONS	LAYTON - 0253 ADOBE - SOFTWARE	39.98		ADMIN
COMP PERIPHERALS	CDW - CABLES	103.67		ADMIN
HARDWARE	CDW - SWITCH	651.96		ADMIN
TEL-HARDWARE	NEWEGG - HEADSETS FOR RIDE CARE	940.10	NWRC.	RIDE CARE
TEL-HARDWARE	CDW - HEADSET HOOKS FOR RIDE CARE	249.43	NWRC.	RIDE CARE
POSTAGE-SHIPING	MOODY - 0469 USPS - POSTAGE	50.82		ADMIN
PRINTING	BUSINESS CHECKS	63.88		ADMIN
OFFICE SUPPLIES	PRINTING - NEW CHECKS STAPLES - CASH BOX FOR SEASIDE KIOSK	57.99		OPER - 5311
SOFTWARE-SUBSCRIPTIONS	SMARTSHEET - SOFTWARE	16.00		ADMIN
POSTAGE-SHIPING	USPS - POSTAGE	49.00	NWRC.	ADMIN
MEETING EXPENSE	PARKER - 0204 PIG N PANCAKE - SEASIDE DOWNTOWN DEVELOPMENT MEETING	14.30		ADMIN
OFFICE SUPPLIES	BROCHURE HOLDERS NOW - LITERATURE RACK FOR SEASIDE KIOSK	414.52		OPER - 5311
EMPLOYEE RECOGNITION	FRED MEYER - SUPPLES FOR DRIVER APPRECIATION DAY	30.99		OPER - 5311
EMPLOYEE RECOGNITION	SAFEWAY - SUPPLES FOR DRIVER APPRECIATION DAY	32.34		OPER - 5311

# Bill

SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
04/15/2015	0188 3/9 - 4/7

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

**PAID**

Bill Due 04/30/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
MEETING EXPENSE	LINDSTROMS DANISH MAID - SUPPLIES FOR BOARD MEETING	10.15		ADMIN
CONFERENCES/TRAINING /TRAVEL	SAFEWAY - SUPPLIES FOR BUDGET COMMITTEE TRAINING	29.05		ADMIN
CONFERENCES/TRAINING /TRAVEL	SAFEWAY - SUPPLES FOR CUSTOMER SERVICE TRAINING	32.84		ADMIN
MEETING EXPENSE	PIG N PANCAKE - SEASIDE DOWNTOWN DEVELOPERS MEETING	14.30		ADMIN
CONFERENCES/TRAINING /TRAVEL	LEAGUE OF OREGON - CONNECT WITH YOUR COMMUNITY TRAINING	150.00		ADMIN
CONFERENCES/TRAINING /TRAVEL	TRAVEL OREGON - OREGON'S GOVERNORS CONFERENCE ON TOURISM CONFERENCE	225.00		ADMIN
TRAVEL	PIETILA - 0659 HOTELS.COM - OREGON ACTIVE TRANSIT SUMMIT - LIS	346.24		MM-29308
TRAVEL	HOTELS.COM - OREGON ACTIVE TRANSIT SUMMIT - SHASIA	346.24		TRANS-OP 29191
TRAVEL	PORTLAND PENNY DINER -OREGON ACTIVE TRANSIT SUMMIT	5.80		TRANS-OP 29191
TRAVEL	CLYDE COMMON -OREGON ACTIVE TRANSIT SUMMIT	42.00		TRANS-OP 29191

# Bill

17  
 SUNSET EMPIRE TRANSPORTATION  
 900 MARINE DRIVE  
 ASTORIA OR 97103

Date	Ref. No.
04/15/2015	0188 3/9 - 4/7

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

**PAID**

Bill Due 04/30/2015
Terms
Memo

## Expenses

Account	Memo	Amount	Customer:Job	Class
TRAVEL	PORTLAND PENNY DINER - OREGON ACTIVE TRANSIT SUMMIT	10.00		TRANS-OP 29191
TRAVEL	PORTLAND PENNY DINER - OREGON ACTIVE TRANSIT SUMMIT	5.00		TRANS-OP 29191
TRAVEL	PORTLAND PENNY DINER - OREGON ACTIVE TRANSIT SUMMIT	9.65		TRANS-OP 29191
TRAVEL	HOTEL LUCIA - PARKING - OREGON ACTIVE TRANSIT SUMMIT	74.00		TRANS-OP 29191
TRAVEL	HOTEL LUCIA - FOOD - OREGON ACTIVE TRANSIT SUMMIT	5.00		TRANS-OP 29191
TRAVEL	PARKING MANAGEMENT CO - OREGON ACTIVE TRANSIT SUMMIT	40.00		TRANS-OP 29191
BLDG GROUNDS & MAINT	SMARTSIGN - CREDIT CARD SIGN FOR TRANSIT CENTER	36.88		OPER - 5311

Expense Total : 5,353.71

**Bill Total : \$5,353.71**



RECEIVED

MAY 22, 1980

#1

On Monday, May 18, I got on the bus at the Peter Pan stop in Astoria, route 101, 8:00 A.M. The bus driver made us get off the bus at the transit center to take a break. I stood in front of the bus door and there was an elderly woman next to me. The transient who lives at the transit center (tall, heavily bearded, with a child's wagon, filthy) was in the bus shelter in front of the route 101 stop, smoking and drinking beer from a can. He got up, told the elderly woman she could sit down, to which she replied, "Not after you've been smoking in there." He then got in her face and yelled, "Wah-wah-wah! I farted in there too!" I have Post Traumatic Stress Disorder and this aggressive act made me angry, triggering me. I told him that smoking and loitering weren't allowed, and he started yelling at me, asking who was I to judge, he had a right to be there. Since I had already paid and there was nowhere else to go on the transit center, I yelled at him back and described his filthy condition to him,

driver

admittedly using expletives. Two other homeless men stood up and said he could do what he wanted because he was a veteran. I replied that this meant nothing to me, at which point he started threatening me. At no time did I threaten him. The bus ~~driver~~ came out of the transit center and boarded the bus, saying nothing at the loud confrontation. When I got off the bus at the Seaside cinema, I asked him whose responsibility enforcing the rules of conduct at the transit center it was. He said it was the transit center's job.

I have complained repeatedly to the transit center staff about the conditions at the transit center (smoking, drinking, loitering) to no avail. I ride the bus at least six days a week. In the last year this transient problem has multiplied. Nothing is being done. I have no trouble obeying the rules of conduct, and am tired of being punished and rule-breakers accommodated. The transit center is not a safe environment.

#2

RECEIVED

MAY 22 REC'D

①

To whom it may concern:

I have some problems with how rules of conduct are enforced on the bus and at the transit center. I ride the bus at least 6 days a week, twice a day. I purchase a monthly pass. I ride the 101 to Seaside and back, and the Columbia Connector on weekends. I go to counselling appointments, shop for groceries, visit my girlfriend, all in Seaside. It is also a part of my therapy for Post Traumatic Stress Disorder.

My problem is generally with conduct on the bus and at the transit center. There are "no smoking" signs in several spots at the transit center and on the bus shelters. I have never seen this enforced in any way. There is not a smoking area in the entire block and no ashtrays. The 2 bus ~~pass~~ drivers I see smoke put their butts in the drainage grates. Everyone else just throws theirs on the ground. Shouldn't there be a smoking area with an ashtray if the

(2)

posted rules are impossible for the transit center to enforce? Or take down the signs as it is insulting to those who obey the rules of conduct? There are people with breathing ~~conditions~~ conditions and other issues that should be accommodated, not punished. I guess maybe the message is not to ride the bus in Clatsop County.

Another problem is homeless loitering, littering and drinking alcohol on the transit center grounds. Why isn't there ~~some~~ some kind of ~~liaison~~ liaison with the city police to enforce lawless behavior by homeless people? They camp out in the transit center and bus shelters and don't even try to hide alcohol consumption or smoking. Perhaps because they know it is not enforced? When I have asked office staff in the past they either shrug and laugh, or go say it isn't allowed only to have the transient continue to smoke and drink as soon as they turn away.

My last issue is with the "policy"

3

of making the passengers who have already paid and are continuing to Seaside get off the bus at the transit center. The paying passengers are forced to be around transients who aren't riding the bus and smoking in every area of the transit center. If the "policy" of making riders get off the bus ~~is~~ so important, why are all the other policies ignored? The transit center not only can't enforce posted rules of conduct, but are ~~forcing~~ forcing riders who obey all the rules to be in an unsafe environment.

PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2015** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2017** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.
  2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:
    - Exhibit A: Project Description and Budget
    - Exhibit B: Financial Information
    - Exhibit C: Subcontractor Insurance
    - Exhibit D: Summary of Federal Requirements, Incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement
    - Exhibit E: Information required by 2 CFR 200.331(a), available at <https://zigzag.odot.state.or.us/>, OPTIS – Oregon Public Transit Info System, as the information becomes available
- In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit E.
3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$170,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$141,100.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
  4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
  5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
  6. **Disbursement and Recovery of Grant Funds.**
    - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying

out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
  - b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

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

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

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

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

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



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

9. **Recipient Subagreements and Procurements**

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

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

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

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

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

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

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all

applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements Including:

- i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
- ii. all procurement transactions are conducted in a manner providing full and open competition;
- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

d. **Additional requirements**

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If

Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Public Transit Division as an "Additional Insured".
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

#### 10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
  - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
  - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
  - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or

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

11. **General Provisions**

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

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

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement

amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

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

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

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

governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

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

Sunset Empire Transportation District/State of Oregon  
Agreement No. 30418

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

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

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

**SIGNATURE PAGE TO FOLLOW**

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

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By Jeff Hazen  
Recipient's Legal Counsel

Date April 27, 2015

**Recipient Contact:**

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

**State Contact:**

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

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By Jan Palmiter  
Date April 23, 2015

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

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

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

Date \_\_\_\_\_



**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: Sunset Empire TD 30418 - 5339 Bus &amp; Bus Facilities</b>				
Veh 1- Replacement 1- Right Size 2 Cat D Gasoline				
<b>Item #1: Bus &lt; 30ft</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$170,000.00	\$141,100.00	\$28,900.00	Local
<b>Sub Total</b>	\$170,000.00	\$141,100.00	\$28,900.00	
<b>Grand Total</b>	<b>\$170,000.00</b>	<b>\$141,100.00</b>	<b>\$28,900.00</b>	

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

**1.PROJECT DESCRIPTION**

Purchase 2 transit vehicle(s) as follows: useful life: 5 years and 150,000 miles; approximate length: 2-25 feet; estimated number of seats: 12-16; estimated number of ADA securement stations: 4; fuel type: gas.

Purchase includes all equipment and supplies necessary to put the vehicle(s) into service.

The following vehicle(s) have been approved for replacement in this Agreement:

- 1.2002 Ford Starcraft; VIN 1FDWE35F62HA04693.
- 2.2002 Ford; VIN FDXE45FX2HB09957.

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

All purchases and installations must be completed prior to the expiration date of this Agreement.

Expected order date: 9/1/15.  
 Expected delivery date: 6/30/2016.

If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals (RFP) to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to selected vendor.

This Agreement provides funding to purchase passenger transportation vehicle(s) to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicle(s) to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicle(s) to another agency without the permission of State.

State will retain title to all vehicles as primary security interest holder as long as the vehicles remain in active public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

**3.PROJECT ACCOUNTING and MATCH**

*Eligible expenses that may be charged to this Agreement include grant administration, cost of procurement process, delivery charges, and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible. Extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicle. Licensing and other post-delivery expenses are not eligible for reimbursement.*

*Recipient will provide match from non-federal source(s). Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

**4.REPORTING and INVOICING REQUIREMENTS**

*Recipient will provide reporting information as prescribed by State on vehicle(s) purchased under this agreement as long as the vehicle(s) remain in public transportation service.*

*Recipient will submit a request for reimbursement in a format provided by State. Requests must include the following: a cover letter; copies of all invoices associated with expenses identified for reimbursement; and pre-award and post-delivery certification forms which document compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements. Signature of Recipient's designated representative is required.*

**EXHIBIT B**

**Financial Information**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C (5309)	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>Federal Catalog</b> 20.500 (5309)	<b>Total Federal Funding</b> \$70,550.00
<b>Federal Program</b> 9300.1A	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>Federal Catalog</b> 20.526 (5339)	<b>Total Federal Funding</b> \$70,550.00

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

**Subagreement Insurance Requirements**

**GENERAL.**

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

**TYPES AND AMOUNTS.**

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D**

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

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

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

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

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

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

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

PUBLIC TRANSIT DIVISION  
OREGON DEPARTMENT OF TRANSPORTATION

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

**AGREEMENT**

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

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

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

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$1,412,008.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$911,312.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.



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

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

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

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

In accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

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

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

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

under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

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

9. **Recipient Subagreements and Procurements**

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

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

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

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

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

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

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain

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

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

#### 10. Termination

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

11.

### General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or Individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.

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

Sunset Empire Transportation District/State of Oregon  
Agreement No. 30484

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

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

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

**SIGNATURE PAGE TO FOLLOW**



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

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

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

Date \_\_\_\_\_

By \_\_\_\_\_

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By James Brown  
Recipient's Legal Counsel

Date 5-18-15

**Recipient Contact:**

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

**State Contact:**

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

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

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

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By John Palumbo  
for Jamey Dempster  
Date May 1, 2015

By \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

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

Name Keith Kuttler by email  
(printed)

Date May 1, 2015

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 2015-17 Sunset Empire TD 30484 Rural 5311 Program</b>				
Administration				
Operating				
<b>Item #1: Project Admin.</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$355,000.00	\$318,542.00	\$36,458.00	Local
<b>Item #1: Operating Sliding Scale</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$1,057,008.00	\$592,770.00	\$464,238.00	Local
<b>Sub Total</b>	\$1,412,008.00	\$911,312.00	\$500,696.00	
<b>Grand Total</b>	<b>\$1,412,008.00</b>	<b>\$911,312.00</b>	<b>\$500,696.00</b>	

• **1. PROJECT DESCRIPTION**

Provide administration and operations funding for Recipient to support general public transportation. Public transportation service includes, but is not limited to service type, schedule, facilities, and fare policy. The public transportation services are available in Clatsop County, with connections to communities and public transportation services reaching Columbia, Tillamook, and Multnomah Counties in Oregon, and Cowlitz and Pacific Counties in Washington.

Administration activities support the effective, efficient and safe delivery of public transportation services. The goal of administrative activities is to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

Operations activities lead to the effective, efficient and safe delivery of public transportation services. The goal of operation activities is to provide planned and marketed transportation service as outlined in local service policy and procedures.

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

The public transportation service shall be designed to efficiently and effectively meet the target population's needs. The Recipient shall consult relevant staff, local governments, customers, and other affected community members to plan and deliver public transportation service.

Recipient shall coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Recipient shall market the services to the target users. Special needs transportation shall be made available to a variety of potential users, including the general public, on a space available basis.

Recipient may amend the public transportation service at any time in accordance with local demand, funding issues or other situation that requires service to be changed. Recipient shall inform State if there is a change in the service funded by this Agreement. Recipient shall follow appropriate public notice procedures to solicit feedback regarding service and/or fare changes.

Recipient is encouraged to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.

*Recipient may not use grant-acquired assets to compete unfairly with the private sector.*

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

*Administrative expenses may include and are not limited to: salaries and fringe of administrative staff; marketing; insurance premiums; office supplies; telecommunications; facilities and equipment rental; overhead; and the cost of administering drug and alcohol program, including testing. Administrative costs associated with coordination of transit services are eligible if the activity is part of a coordinated public transportation program or initiative.*

*Operating expenses are those costs directly associated with system operations, including but not limited to: fuel; dispatch and driver salaries and fringe; licenses; facility maintenance; uniforms; communications equipment associated with operations.*

*Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as operating costs. Administrative and operating expenses incurred by a contractor are reimbursable as operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

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

*Recipient may not use passenger fares as match. Recipient shall subtract income from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service.*

*Program income that may be used as match for the Agreement include Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as match must be properly documented and reported to the State.*

### **4.REPORTING and INVOICING REQUIREMENTS**

*Recipient shall provide project progress data and information in a report to State. Required reporting formats and instructions are available from the State. Recipient shall provide documentation and proof of all reported data and information upon State's request.*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State.*

**EXHIBIT B**

**Financial Information**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>Federal Catalog</b>	<b>Total Federal Funding</b>
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$911,312.00

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

### Subagreement Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

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

**EXHIBIT D**

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

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

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

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

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

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

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



# INTERGOVERNMENTAL AGREEMENT

## FOR THE

### CANNON BEACH SHUTTLE

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

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

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

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

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

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

Exhibit A - Scope of Work

Exhibit B - Payment for Work

Exhibit C - Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Compliance with Applicable Laws.**

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

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

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

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

**12. Audit Requirements.**

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

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

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

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

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

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

**17. CONTRACTOR PERSONNEL.**

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

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

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

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

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

**SUNSET EMPIRE TRANSPORTATION DISTRICT**

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

Jeff Hazen, Executive Director

**CITY OF CANNON BEACH**

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

Brant Kucera, City Manager

**EXHIBIT A**

**SCOPE OF WORK**

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

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

**Summer Schedule**

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

**Weekday Schedule**

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

**Southbound – Part I (Weekdays)**

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

**Northbound – Part I (Weekdays)**

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

**Southbound – Part II (Weekdays)**

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

**Northbound – Part II (Weekdays)**

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

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

**Weekend Schedule**

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

**South (Weekends)**

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

**North (Weekends)**

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

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

**Fall, Winter, & Spring Schedule**

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

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



## EXHIBIT B

### SETD COMPENSATION

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

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

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

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

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

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

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

## EXHIBIT C

### INSURANCE PROVISIONS

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

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

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

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

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

# Executive Director Report

Weekly Reports:

4/24/15

As a follow up from yesterday's presentation from Nelson/Nygaard at the Board meeting, I wanted to share with you the list that was used to invite them to the stakeholders' interviews this week. I also included an attachment showing those that RSVP'd to come to the meetings. The consultants gleaned a lot of information from the groups they met with and will continue to contact those who were unable to come to the meetings to get their input. As you know, it's often times tough to set up meetings with everyone's busy schedules.

I want to thank you for the 6 month review that we discussed yesterday, I really appreciated the comments. One thing I want to clarify after reading the comments some of you provided was about the strategic plan. As you may remember, the Leadership Team met during the first week in January to discuss our strategic priorities. We presented these to the Board the following week in a special meeting and the Board was pleased with the priorities that we had come up with. Outside of a couple of word changes, the Board agreed with the priorities and did not add any additional. We used that document throughout the budget writing process and the budget we are presenting has those priorities in it. I felt that we had accomplished that goal but maybe the drill down by department wasn't clear enough in that document. I have attached a more formal plan with specific department priorities that I will also provide the budget committee next week. Also, I felt that the special meeting that we had in January satisfied the last goal on my list of goals. I guess I'd like some clarification on what you'd rather see for next year.

Budget review was the main priority last week along with engaging with the different stakeholder meetings that were held. I've also spent time reviewing some of the recorded webinars on the USDOT website in preparation for the TIGER grant process. Jason and his team have been working diligently in their facility this week. They are doing extensive painting and then will be reconfiguring the call center area. Jason will be moving his office into the call center and we are moving the fax machines and printers into his former office to lessen the amount of noise they generate.

I sure that some of you are aware that a former driver for us passed away recently. Joe White was known for the colorful ties that he wore every day. In Joe's memory, we are making Monday a Joe White Tie Day and we will be wearing ties that day. We have a box full of some of his ties that he wore and many of them were made by his wife. We are also going to do 2 group photo shoots on Monday at the Warrenton facility. The first will be at 11:15am and the second at 1:15. Please feel free to stop by, slip on one of Joe's ties and join us in the photos!

5/18/15

I'll get caught up today in this email with the weekly reports. I've been doing some background work on the TIGER grant the past few weeks and still have more to do before we submit an application. The webinars have been helpful and I'm amazed how many organizations are applying for this round. I've met with representatives from the Astor St. Opry Company about their storage in the basement. They

had been creeping beyond their designated area and I let them know they must live within the area that we are providing. They have rearranged things to get everything into the space designated for them. I had Knutsen Insurance do some health benefits shopping for us to compare with the new plan that we are going with through SDIS. There was no savings with any other company so we are moving forward with the SDIS plan that is in effect June 1<sup>st</sup>. Lis and I had a tremendous meeting with Providence Seaside Hospital. We discussed the initiatives that we are working on with Vets and volunteers. We had a lengthy conversation about transportation needs for those that are in the gaps of coverage and how we can help. They are very interested in partnering with us to help enhance transportation throughout the area for the vulnerable population. We will see more meetings with them to work together. Obviously the big news recently is Diane leaving us. Again, I'll state what a great job she has done for the District and we will certainly miss her talents greatly. We have posted the opening on the Finance Officer's associations in Oregon, Washington and Alaska along with the League of Oregon Cities, SDAO, the Association of Idaho Cities, Astoria Chamber and several NW newspapers. I received 1 application/resume the first day and another over the weekend so I'm optimistic about filling the position. I attended the NWACT meeting with Kathy on Thursday this past week. The big thing affecting us is that the 2018-2021 STIP is going to be greatly reduced this time. The last STIP, our region received \$7 million dollars, for this STIP there will only be \$7 million statewide. The deadline for this STIP is August 1 but that is likely to be extended. Friday was the Connector meeting and we talked about the STIP as well. We originally were going to seek \$1 million dollars for implementation of the recommendations of the shelter study that we are about to embark on. We are going to trim that back to ½ that amount because of the funding. The other part of the meeting dealt with the Connector website redesign.

Tiger Grant update:

I'm still compiling information and will be writing the grant proposal in time for the June 5<sup>th</sup> deadline.

CTAA:

I will be attending the Community Transit Association of America Expo the week of June 1<sup>st</sup>. Besides various workshops, I will be undergoing intensive 2 day training for new transit managers. They also added a mini conference on volunteer programs so Lis is going to attend that. Konnor will be going as well for mini conference on technology. The Expo will also provide us some good contacts for various vendors.

Memorial Day:

As you probably know, we are operating on Memorial Day. After discussions with Kathy, I felt that there may have been some confusion whether we were going to operate on Memorial Day or not. The team did a great job pulling the troops together to accomplish it and that includes para-transit so we will be transporting some riders to dialysis. The June Board meeting agenda will include a discussion on holidays to give the Board the opportunity to finalize what holidays we will observe, both non-operating and operating. We will provide the Board with some options that may include holiday schedules that make sense based on ridership. We have received positive feedback so far from riders about adding Memorial Day this year.



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

Human Resource

Tami Carlson

Monthly Report: April 2015

- In April John Layton was named the new Transit Center Manager. Danielle Perez-McBride was rehired as a TC Customer Service Rep. part-time and Debbie Bauer a long time fixed route driver moved from driving to a full-time TC Customer Service Rep. position. Eric Barton tends the Seaside Kiosk full-time.
- Hired 2 fixed route temp drivers - Bronn Lichnovsky and Michael Keller.
- Job postings went out for a T.O. Outreach Ambassador intern to help with the "Drive Less Save More Astoria" campaign. Shasia and Tami will attend the Job Hiring Fair at Clatsop Community College on May 6<sup>th</sup> to promote the position.
- Ride Care had an employee unexpectedly give their resignation. Job postings went out for a Custom Service Rep. for the call center. This position will be promoted at the May Job Fair.
- Rachelle Dilley was named the "Employee of the Quarter" for Jan-Feb-Mar 2015. Rachelle works at the TC and is the Mobility Assistant.
- Finalized the 2015/16 Budget, Quarterly Reports and SDIS Employee Health Care Benefits.

## **Information Technology/Security**

### **Admin**

- As of the end of April, I had a conference call with CoastCom to discuss project progress. I am happy to say that everything is ready for deployment on their end. We ran into a few weeks of delay, due to the city of Warrenton not processing the permits correctly. We are currently on track, and should be completed with the install by the first week of June. On another note, I have taken our new infrastructure online to test various systems, and I am proud to say it passed with flying colors. The increase in efficiencies this will bring is tremendous. Looking at the progress of various projects, it should only take me one weekend to get us on the new system.

### **Mobility:**

- We recently relocated Mobility to the lower area of the Transit Center, and have added Rachelle to the mobility staff. I am currently working on supplying her with a phone and more up-to-date computer.

### **RideCare:**

- There has been some talk about poor network connection capabilities over at the Ride Care building. After some inspections and careful analysis, I determined some of the wiring was not done in the correct capacity. I spent a weekend rewiring the building, and it seems that all previous connection issues have been resolved. No further connection issues have been reported.

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

- At the end of April, I had the privilege of speaking with a new web developer called Trillium. They specialize in transportation, and specifically transportation technology. We have been working together to come up with a proposal for a total redesign of our current website.

### **Conferences and Training:**

- Nothing New

### **Transportation Options:**

- Nothing New

### **Other Notes:**

- I have been researching best practice scenarios, for better utilizing the technology we have onsite. What I found was very cool; hosting our own onsite Cloud solution. This solution is fully controllable by the IT department, every file had an audit trail (Very important for HIPAA material), and it's fully customizable. The platform includes applications for every major APP store, as well as for the physical computer. I very much look forward to exploring this option, and how it can benefit SETD, and our productivity.



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

**Rider Report**  
**April 2015**

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

- **16,918** people used fixed routes in April for an average of **563.9** riders per day.
- **24.1 % increase** in average passengers who rode fixed routes per day from last month (454.6 to 563.9)
- **19.5 % increase** in average passengers who rode fixed routes per day from last April (471.8 to 563.9)
- **14.7 people per hour**, on average, got on any fixed route at any time that “The Bus” runs in April. **20.5 % increase** (12.2 to 14.7) from last month and a **17.6 % increase** (12.5 to 14.7) from last April.
- **\$4.60 per rider** is the estimate cost per person riding fixed route in April.
- **18.6 % increase** in the ratio of elderly/disabled riders from last month (16.24 % to 19.25 %)
- **20.1 % increase** in the ratio of elderly/disabled riders from last April (16.03 % to 19.25%)

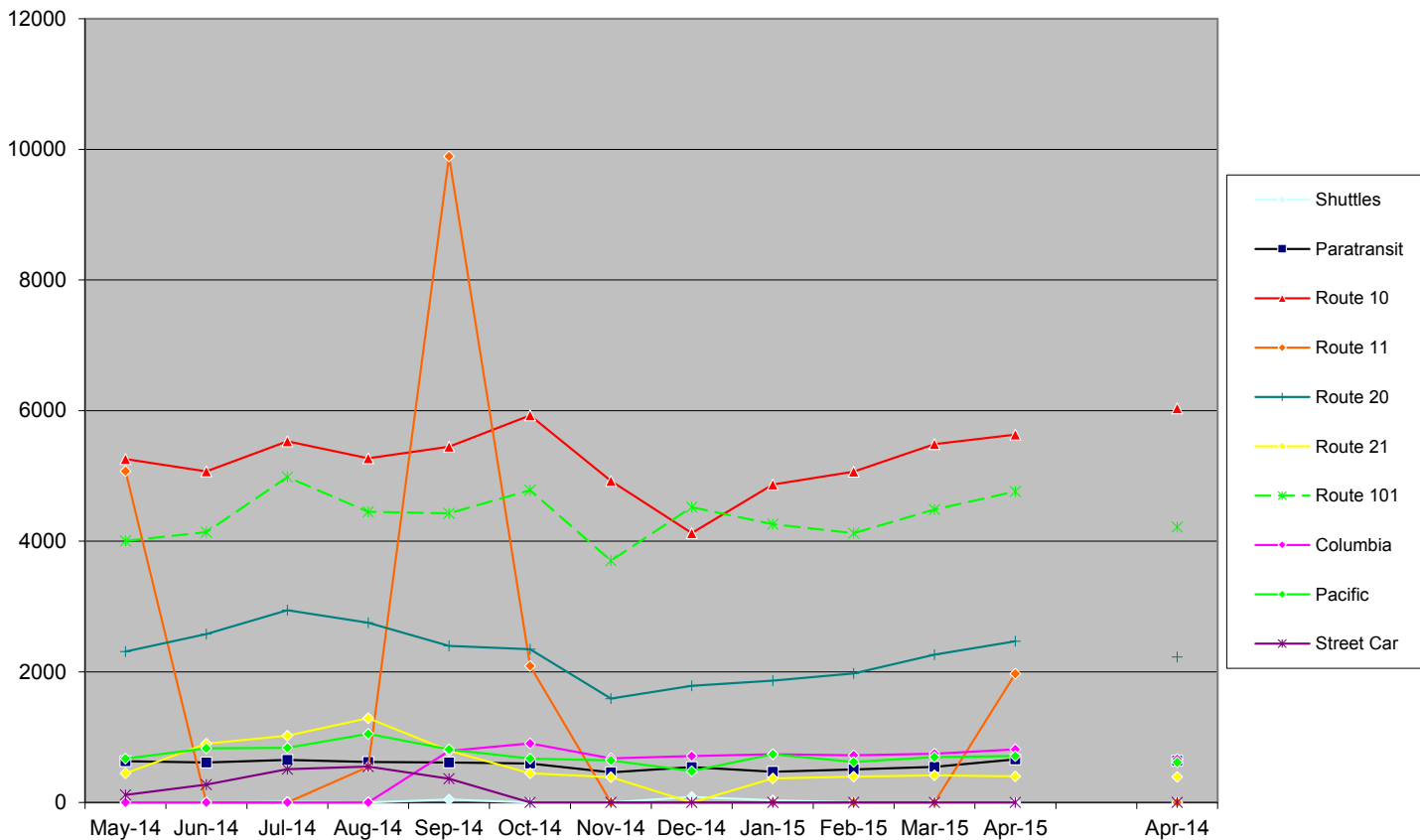
**RideAssist Highlights:**

- **660** people used RideAssist in April for an average of **30** riders per day.
- **20.7 % increase** in average RideAssist passengers per day from last month (24.9 to 30.0)
- **3.1 % increase** in average RideAssist passengers per day from last April (29.1 to 30.0)
- **\$37.50 per rider** is the estimated cost per person riding RideAssist in April.
- **28.0 % increase** in all ADA Paratransit rides from last month (346 to 443)
- **27.7 % increase** in all ADA Paratransit rides from last April (347 to 443)

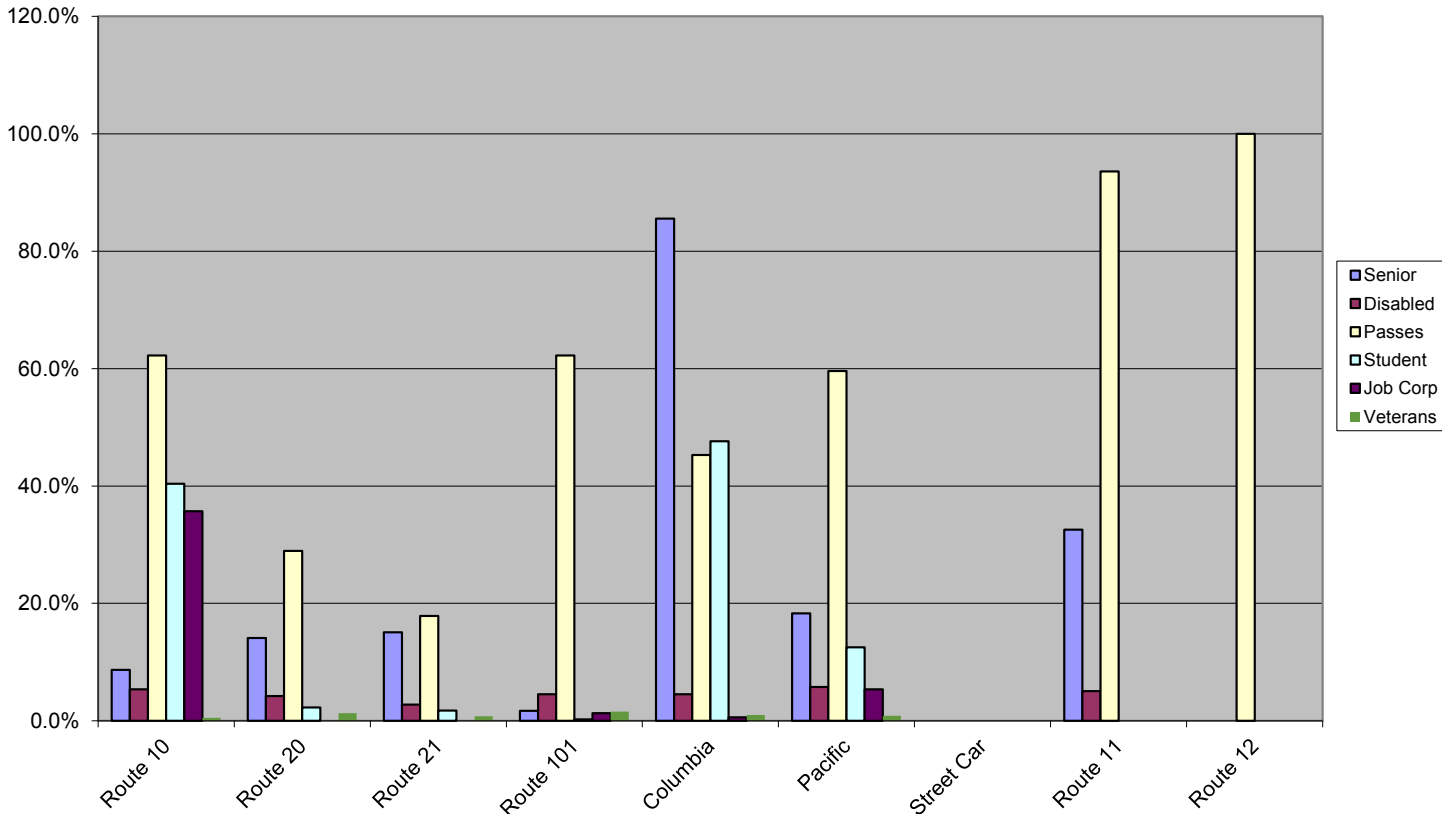
**System Highlights:**

- **17,579** people used Sunset Transportation Services in April for an average of **585.9** riders per day.
- **24.1 % increase** in all average passengers per day from last month (472.2 to 585.9).
- **18.8 % increase** in all average passengers per day from last April (493.1 to 585.9)
- **34.5 % decrease** in average fuel cost from last April (\$.36 to \$.24).
- **\$5.28 per rider** is the estimated cost per person riding on SETD.

### SETD Rides



### Rider Breakdown by Route





## April Operations Report

1. Budget meetings are complete.
2. We had the annual preseason meeting at the port to discuss emergency procedures and security issue as they pertain to the incoming cruise ships. We have started Rt.11 & 12. So far all is going smooth.
3. Norm was out for an extended period of time; He is back now and is doing well. I'd like to thank Steve Weinert for his help in picking up the slack.
4. We have hired 3 new drivers to help us through the summer season and beyond.
5. We have completed our annual safety inspections of our buses.
6. We received our new shop lift which we hope to have installed soon.
7. We also received the two new shelters. We are working with the Job Corp Center to get help installing them.
8. Weekly and monthly ridership numbers are on a steady increase.

*Scott Earls*





## Transportation Options Report April/May

*Shasia Fry Transportation Options Specialist*

### **Conferences**

This month, I attended the Washington State Rideshare Online Conference in Ocean shores Washington. When I first began learning about my role as the Regional Administrator for the Drive Less Connect website, I worked closely with WSRO, as they are the ones who I did my training through. This conference was unlike any other I have attended. With its small attendance number I was able to have many open discussions about T.O and how people are implementing it in Washington. Many of the people I spoke with were rideshare coordinators of large businesses. They explain how they have been able to use their rideshare network to help their employees commute to work. I gained insight on different strategies, successes and failures that people have had when trying to broaden their rideshare network.

### **Work Plan**

I have recently created a general work plan for North West Transportation Options. Using the Statement Of Work, that we submitted to ODOT, I was able to build a work plan around the 5 general goals we highlighted for the program.

- Reduce SOV trips in the tri-county area
- Increase the use of the DLC web ride match service and database application
- Engage in partnerships with local government and public health to promote T.O. as a part of a healthy community
- Promote ODOT sponsored campaigns
- Target student population to facilitate a Safe Routes to School program

I designed the work plan to communicate how the tasks and research I will be completing, tie to our overall goals for T.O. I then presented the general workplan draft to Jeff and Jamey our regional rep. at ODOT.

### **Outreach and Networking**

Doug Pilant from Tillamook County Transit and I met. We had an open discussion about the different ideas, wants and needs he sees for Tillamook County in the area of T.O. Using the information I gained from him I was able to implement his ideas into the building of my work plan.

Lis and I also met with Jeff Harrington and Nathan Crater from the City of Astoria engineering department. We discussed with them some of the different positives and negatives that surrounded transportation options in Astoria.

### **Drive Less Save More campaign**

As we approach the launch of our Drive Less Save More campaign, we have been working hard on finalizing some of the first outreach collateral that will be delivered. We were very lucky to be able to have a local photographer and T.O. user hold a photo shoot for us. With many of the SETD employees participating in the photo shoot, we were able to get some great shots of Astoria and create a unique look for our campaign.

On Wednesday the 6<sup>th</sup> of May, we sent out 4550 transportation surveys to the residents of Astoria. We will be using these surveys to track how people's travels behaviors change from the beginning of the campaign to the end. As of today we have seen an astonishing 600 + returned to us. We are so happy with the response to the surveys and hope we have even greater participation during the campaign.

On Wednesday the 6<sup>th</sup> of May, Tami Carlson and I attend the Clatsop Community College Job fair. She and I held had a table advertising for the summer internship position we had available. We received a few applications and Tuesday May 19<sup>th</sup> we will be holding 3 interviews. The intern is set to start on May 26<sup>th</sup>.

On the 29<sup>th</sup> of May, ODOTs state T.O. meeting will be held in Astoria. I will be giving a short presentation on our campaign.

## **Sunset Empire Transportation District**

### **Marketing/Outreach Report**

**April - May 2015**

**Mary Parker**

OUTREACH- I was the speaker at the Seaside Downtown Development meeting on May 7<sup>th</sup>. It was a great opportunity to talk about our current routes, upcoming changes, the Summer Fun Pass and of course the Seaside Streetcar. Received a lot of great feedback, suggestions and support for our services.

SEASIDE TRANSIT KIOSK- We had the official Grand Opening of the Seaside Kiosk on May 8<sup>th</sup>. The Seaside Chamber Ambassadors coordinated the ribbon cutting ceremony. Scott brought one of the new buses to show off and a formal thank you was made to Mike Duncan from Astoria for his contribution of many photos that were used or inspired the bus wrap designs. Eric cut the cake and did a great job of officiating over the celebration of the new transit kiosk. No matter who I talk to in Seaside they are excited about SETD opening the transit kiosk there.

EDUCATION/CONFERENCES- I attended the League of Oregon Cities Marketing Training in Newport. The class focused on how to reach all the different groups that we want to market to. The class content was fantastic and the instructor was amazing.

SEASIDE STREETCAR- We finalized the flyers, maps and schedule brochures for the Seaside Streetcar and have been very busy visiting the hotels, businesses and services in Seaside distributing this information. Absolutely everyone is very happy that the Streetcar is back for another summer run!

# **Mobility Management Update April/May**

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

### **Compliance:**

I submitted a Statement of Work to our ODOT regional representative for the Transportation Options program. Shasia Jeff and I have met with our representative Jamey and he will draft up the agreement for the next biennium. T.O funding comes out of the State Transportation Improvement Program.

**Outreach:** Surveys and rider counts are being performed by operations and Mobility. This will give us an extensive look at what routes, ridership and travel patterns.

Seaside Providence meeting went terrific and I will be working with them closely on some internal mobility training for their medical providers and staff as well as at their health fairs for customers. This relationship will be a part of the Mobility goals for the next year.

Veteran's Task force meetings are going well.

### **Transit Center:**

John has fully taken over the Transit Center Management and new employees. The mobility department has moved into the front entrance area of the building.

### **Education:**

I will be attending the CTAA Conference with Jeff and Konner. There is a mini conference on Volunteer Transportation Programs which will assist me us in our Mobility Management goals for the next year.

# Sunset Empire Transportation District

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Email: [Carol@ridethebus.org](mailto:Carol@ridethebus.org)

## **RIDE ASSIST**

Carol Penuel  
Paratransit Supervisor

Monthly Report: April, 2015

- In April, Paratransit provided 660 rides; an average of 30 riders per day, which is an increase of 20.7 percent from last month and 3.1 percent increase from April, 2014.
- Ridership for Dial-a-ride in April was 21 rides, mostly from the Lewis & Clark service area but 2 were from Hammond-Warrenton area and 2 John Day area rides.
- There were 17 new ADA Paratransit applications received.
- The Paratransit drivers sold 18 ticket books for a total of \$450.00.
- There were 28 Veteran rides given, which is 7 more than last month.
- New ADA Paratransit applications continue to come in but seem to have slowed down for this month as we have only received 6 so far this month.

Our part-time ADA Paratransit driver, Angie has completed the Passenger Assistance Training and defensive driving classes.

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

- Para-transit Fares: \$ 864.00
- Tickets Collected: \$ 524.00
- Medicaid Collected \$2,082.00