



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

BOARD MEETING AGENDA

THURSDAY October 5, 2017

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. APPROVAL OF AUGUST 24TH, 2017 MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS- AUGUST 2017
8. OLD BUSINESS
 - a. Board Vacancy
 - b. Seaside Urban Renewal
 - c. Intergovernmental Agreement with Columbia County for the Lower Columbia Connector Route
9. NEW BUSINESS
 - a. Clatsop Community College Pass Program
 - b. Intergovernmental Agreement with Clatsop County Emergency Management Division
 - c. Transit Bus Summit
10. CORRESPONDENCE
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. EXECUTIVE SESSION 192.660(2)(i) To review and evaluate the job performance of a chief executive officer, other officers, employees, and staff, if the person whose performance is being reviewed does not request an open hearing.
14. EXECUTIVE DIRECTOR EMPLOYMENT AGREEMENT
15. PUBLIC COMMENT (3 minute limit)
16. OTHER ITEMS



**BOARD OF COMMISSIONERS
BOARD MEETING MINUTES
August 24, 2017**

1. CALL TO ORDER- Chair Kathy Kleczek called the meeting to order at 9:03 am.
2. OATH OF OFFICE_ Chair Kleczek swore in Commissioner Jim Servino
3. ROLL CALL:
Present: Chair Kathy Kleczek, Vice Chair Carol Gearin, Secretary/Treasurer Lylla Gaebel, Commissioner Pamela Alegria. Commissioner Tracy MacDonald, Commissioner Kevin Widener and Commissioner Jim Servino

Staff Present: Executive Director Jeff Hazen, Finance Officer Tracy Lofstrom, IS/Transit Center Manager John Layton, RideCare Manager Jason Jones, Operations Manager/Deputy Director Paul Lewicki, Paratransit Supervisor Jennifer Geisler, Human Resources Tami Carlson and Executive Assistant/Outreach Supervisor, Mary Parker and Transportation Options, Mathew Weintraub
4. FISCAL YEAR 2016 AUDIT PRESENTATION- Teleconference Presentation
Brad Bingenheimer, CPA from Boldt, Carlisle and Smith, presented a teleconference overview of the findings of the 2016 District Audit report which had previously been sent to each Commissioner. Brad reported that General Fund Revenues were in line with the budget and expenditures were less than planned. Ridecare had just under \$100,000 more expenditures than budgeted, contributing to a negative fund balance and the District retired almost \$300,000 of long term debt obligations. Brad explained that Oregon State Law requires auditors to test if the District is in compliance as required by specific regulations and there were two exceptions:
 1. There were disbursements in excess of appropriations of the 2015-2016 RideCare budget.
 2. The District did not reasonably estimate the July 1, 2016 beginning fund balances.Brad also reviewed the letter sent to the Board that identified significant deficiencies in internal controls. They were listed as:
 - Lack of supervisory review and approval of journal entries for financial reporting.
 - Internal controls should provide for adequate segregation of duties.
 - Internal controls should include processes for ensuring that funds are balanced.Brad pointed out that the journal entry process has been corrected and that segregation of duties can be difficult in smaller organizations. Commissioner Gaebel asked if Brad had suggestions how to resolve the findings. Brad suggested that a Board member be involved in aspects like reviewing bank statements for obvious discrepancies. Brad suggested looking at how you secure your unused check stock and how any cash coming in is maintained. Brad discussed the need for a written procedure for the monitoring funds that are going between the General Fund and RideCare throughout the year. Brad also discussed the District Investment Funds and that a policy should be developed for the management of these funds.

Commissioner Widener moved to accept the Audit for FYE June 30, 2016 as presented
Commissioner MacDonald seconded the motion
Discussion- None
Motion passed unanimously
5. CHANGES TO AGENDA- Executive Director Hazen asked that 11a: Intergovernmental Agreement with Clatsop County Emergency Management be removed due to not receiving final version.

6. PUBLIC COMMENT-

Ronald Westin- Reported that there is not a great need for the stop up at the Seaside hospital and suggested moving the stop to the bottom of the hill on to Wahanna. Executive Director Hazen said that moving a shelter is not any easy thing to do but would look into the suggestion and potentially place a shelter closer to Wahanna. Ronald suggested that ridership might increase if the shelter was moved down as it is hard to walk up and down the hill. Ronald also reported that he had seen a driver not allow a lady and child to board the bus because the child was carrying a speaker which the driver said was furniture. Ronald said it hurt his heart to watch and would like to know what the guidelines are for furniture.

Lin Anderson- Reported that she uses the bus to go to the hospital and that she could not walk up the hill from Wahanna to the hospital. She asked that the stop not be moved.

June Gibson- Who has regularly attended Board meetings, reported that she is moving to Arizona and thanked the Board for “having her”.

Chair Kleczek expressed the Board’s appreciation of the public interest and participation at Board meetings and said staff would look into suggested changes and rider requirements.

7. APPROVAL OF JULY 27, 2017 BOARD MEETING MINUTES-

Commissioner Gaebel moved to approve the July 27, 2017 Board Minutes

Commissioner Widener seconded the motion

Discussion- Several typos were pointed out and a correction of a comment made by Commissioner Gaebel will be corrected as being made by Commissioner Gearin.

Commissioner Gaebel restated motion to approve the July Board minutes as corrected.

Commissioner Widener seconded the motion

Motion passed

Commissioner Servino abstained due to his not attending the July Board Meeting

8. REPORTS FROM CHAIR AND COMMISSIONERS

- a. Commissioner Alegria- Commented that she wanted to voice one of her pet peeves which is using the words- Pedestrian Amenities. She said in her opinion it should be- Pedestrian Infrastructure.
- b. Commissioner Widener- Reported that he had gone to Madras and watched the eclipse and attended the Seaside Urban Renewal meeting which is on the agenda today so may add more then.
- c. Commissioner MacDonald- Reported that he did a nice thing and has officially retired.
- d. Commissioner Gearin- Reported that she had attended the Ridecare Advisory Committee meeting.
- e. Commissioner Gaebel – No comment
- f. Commissioner Servino- Thanked the Board for originally appointing him adding he had enjoyed being elected and that his resignation is being driven by moving to be nearer to family.
- g. Chair Kleczek- Thanked Commissioner Servino for his service while on the Board and all that he brought to SETD. She also commented that traffic to view the eclipse increased during and after the event. Chair Kleczek reported that she is looking forward to the upcoming Travel Oregon Tourism Studio meeting and the Oregon Transit Association Conference in Pendleton.

9. FINANCIAL REPORTS- July 2017

Financial Officer Tracy Lofstrom reviewed the July 2017 Financial Exceptions report. There were several questions and clarifications. Commissioner Gearin said it was her understanding that there would be a monthly breakdown of the payments received for the electrical charging station and requested that it continue to be included in the monthly Exceptions Report. Tracy said this would be added. Chair Kleczek asked for a review of the Computer Info and Tech services account to clarify what is currently included in it. Chair Kleczek asked why the SDAO flex lease shows no current payment. Executive Director Hazen said only 2 payments are made per year. Tracy will change this so that it will only show on the report when a payment is made. Commissioner Gaebel said that she understood that the 2016 Audit would be paid for in Fiscal Year 2017 however she had signed a check yesterday for Boldt Carlisle and Smith for \$5000 and would like to know what Audit it was for.

Tracy will check and let the Board know if the current payment is for the 2017 Audit. Commissioner Gaebel commended Tracy for her extra work and the research she is doing to improve the District's accounting programing.

Commissioner Gearin moved to accept the July 2017 Financial Report as presented.

Commissioner MacDonald seconded the motion

Discussion- None

Motion passed by unanimously

10. OLD BUSINESS

- a. September through December Board meeting dates- After discussion the September Board meeting was changed to October 5th, the regular October Board meeting will remain on October 26th. The November Board meeting will be combined with December meeting and will be held on December 14th.
- b. Payroll procedure follow up- Executive Director Hazen reported that as a follow up to the General Fund paying for payroll for Ridecare and the steps needed to correct this, he asked Tracy to explain the process and what has been discovered relating to the costs that fall under the Cost Allocation Plan. Tracy reported that she ran a quarterly report for billable's and there are costs allocated to Ride Care but the money has not been transferred. The quarterly costs are approximately \$80,000 for June and \$90,000 for the quarter before that. Tracy said this total amount is close to taking care of the need for the "to and from" cash transfer for payroll. Tracy will be talking to the auditors on how they recommend we do this and she will also continue to look at and consider new software that would improve the accounting system for this type of need.
- c. Computer/network Acceptable Use Policy- Executive Director Hazen reported that due to a recent incident, legal counsel has advised that an addition be made to our current policy. The addition to the policy is on page 1 under Acceptable Use Policy and is the last line of paragraph 6: "In addition, using a District computing asset to view, download or transmit sexually explicit material." Executor Director Hazen clarified that he is now the Information Security Officer. Commissioner Gaebel requested the policy be titled and numbered and have the original date of approval as well as today's update.

Commissioner Gaebel moved to adopt the Computer/Network Acceptable Use Policy as amended.

Commissioner Gearin seconded the motion

Discussion- None

Motion passed unanimously

- d. Seaside Urban Renewal Update- Executive Director Hazen reported that the hearing for the proposed Seaside Urban Renewal area was held at the City Council Meeting on August 14th. Commissioner Widener attended the meeting. The City as of this morning has not issued the required letter of response. City Manage Mark Winstanley reported that he is gathering comments from Council members to provide a response. Staff will continue to communicate with the City of Seaside to assure that they fulfill their legal obligation to respond prior to the August 24th meeting.
- e. Board Vacancy Update- Executive Director Hazen reported that as of this morning no applications have been received. Chair Kleczek encouraged the Board to reach out to people they know and encourage candidates to apply. Suggestions were made to post announcements on the buses, in various newspapers, at the college and senior centers and in local newsletters.
- f. Executive Director Evaluation Committee- Chair Kleczek thanked Tami Carlson for her assistance with the committee. Evaluation forms have gone out to staff and Board and Chair Kleczek encouraged all to complete and return them as soon as possible. Follow up meetings have been scheduled to review results.

11. NEW BUSINESS

- a. Intergovernmental Agreement with Clatsop County Emergency management Division- Removed from Agenda
- b. Mobility Management- Executive Director Hazen reported that the Mobility Management Coordinator had resigned and that he has not found there to be any significant value in the position so will be looking at not replacing the position and utilizing the funds for new technology and other options. The position is funded through the 5310 program which allows funds to be utilized for many other projects and services. Commissioner Gaebel asked if Executive Director Hazen will bring the Board back a proposal of what his decision is. Hazen said that the proposed use of these funds will be brought before the Senior and Disabled Transportation Advisory Committee and then brought to the Board.
- c. 2017 Oregon Public Transportation Awards- Executive Director Hazen reported that a request has been received for submitting candidates for recognition in several categories at the upcoming OTA conference. If the Board has recommendations please email them to Jeff by September 8th.
- d. Commissioner Servino Recognition- The Board presented Commissioner Servino with a gift and expressed their great appreciation of his serving on the Board.

12. CORRESPONDENCE- A Thank you card was received from the Senior Center for the STF funding that was passed through to them for operation of their bus. Commissioner Gaebel asked if the Thank You letters for the Budget Committee that were requested by the Board a few months back were sent. Chair Kleczek confirmed they were. Mary will let the Board know when requests such as this are completed.

13. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen went over several items in his report.

Eclipse Recap- There were not any big delays and the traffic was fairly quiet. Less traffic than expected.

Ordinance Enforcement Update- Security has been in place and has gone very well. Both individuals have been very helpful providing information, cleaning, doing outreach and having someone in a uniform here was very positive.

NW POINT- Will start picking up passengers at the Seaside Cinema bus stop. Signage will be installed to notify public. Del's Chevron in Seaside has remodeled and there are fuel pumps located where the bus used to pull in. Tickets are for sale at the Transit Center in Astoria, the Seaside Kiosk and the Seaside Hostel.

Bus Procurement Update- Sent out an RFP for a couple of new busses which has been revised and sent out again.

Driver Update- Interviewed 6 applicants and will hopefully have 4 hired shortly.

Website update- It is up and running. Several changes are being made to make the new website more user friendly.

14. LEADERSHIP TEAM REPORTS- Reports submitted for August 2017: Operations- Paul Lewicki, IT/Rider Reports- John Layton, Ride Assist- Jennifer Geisler, Marketing and Outreach- Mary Parker, RideCare- Jason Jones and Human Resources- Tami Carlson.

15. PUBLIC COMMENT-

16. OTHER ITEMS-

An audio recording of the Sunset Empire Transportation District's Board Meeting is available at: www.ridethebus.org-Board of Commissioners- Monthly Meeting Minutes- August 2017

Meeting was adjourned at 11:45 AM

Mary Parker, Recording Secretary

Commissioner Carol Gearin, Secretary/Treasurer

Date _____

Mission Statement

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

DRAFT

Sunset Empire Transportation District
AUGUST FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the September 2017 Board of Commissioner's Meeting

NOTE on Reviewing Financials: Month 2 = 16.67 % of Fiscal Year Budget*

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$227,352 (\$53,525 more than budget), 10% of annual budget and 146% of monthly budget. YTD Total Materials & Services was \$91,408 (\$43,0467 less than budget), 11% of annual budget and 95% of monthly budget.

Revenue

- 4000 Fares: Revenues for the month were up \$4,229 for the month and better than budget year to date.
- 4100 Contract Service-IGA: Billing just completed for May-July for a total of \$7,744. Received payment in August. Also received payment from Columbia County for Intercity Grant of \$9,465. YTD is lower than budgeted due to Intercity Grant lower remaining balance available for reimbursement.
- 4250 Timber Sales: Received \$107,183 in Timber Sales revenue. Higher than expected.
- 4272 Parking: All parking spaces are leased out.
- 4273 Charging Station: No activity
- 4300 Interest: June interest for General Fund was \$580.13.
- 5000 Grants: No reimbursements for August.

Expense

- 6005 Salaries & Wages: Down due to open positions.
- 7000 RC Provider Payments: All Veteran provider rides.
- 8005 Audit: \$4576 to BCS and \$300 to State Auditor for 2016 audit filing.
- 8006 Ads: Bus driver and board member advertising.
- 8020 Bldg & Grounds Maint: Plumbing and Electrical
- 8030 Comp-Info-Tech Services: \$240 – iFocus, \$35 – Monthly Adobe service; 8030 other: MindShift.
- 8031 Website/On-line SW Sub: \$1583 for All Data annual service AND \$83 – Amazon, AccessPoint Wifi for Warrenton.. Web-site used by Norm in operations.
- 8050 Dues Subscriptions & Fees: 8050 other: \$52.50 – Rotary and \$99 for Amazon Prime membership.
- 8051: Late fees – Home Depot.
- 8075 Fuel: Up for the month compared to budget. Still good for YTD.
- 8139 Professional Services: Plangingering – feasibility study, funded by grant.
- 8140 Subgrant Pass Through: Astoria Senior Center – STF Funds.
- 8170 Vehicle Maint & Repairs: Down for month and down \$7,424 YTD.
- END

***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 gauge 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

AUGUST FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the September 2017 Board of Commissioner's Meeting

Ride Care Fund Profit and Loss

Ride Care's (RC) total Income is 16% of total budget. YTD revenues of \$530,313 are \$32,613 more than Budget. YTD Interest Income of \$909 is \$459 better than budgeted YTD. Materials & Services of \$476,240 are \$28,650 more than budget and are 17% of YTD budget.

Income

- 4500 RC Provider Service Reimbursement: \$42,510 DMAP reimbursements from multiple previous periods.

Expense

- 7000 Contract Providers: Major providers include K &M \$27,207, Wapato \$72,137, Ryan \$23,082, Medix \$20,005 and Elliot \$16,924. Gas Vouchers accounted for \$18,945. \$72,557 is from previous period (July) billings.
- Salaries and Wages: Below budget \$22,780 for YTD.
- 4300 Interest: Posted to RideCare was \$909.45.
- 7030 Bus Passes: Down for August, 35% of budget.
- 8030 Comp-Info-Tech Services: 8030 other; MindShift (RC share); 8032 Support Services/Contracts; \$60 – iFocus, \$225 – DropBox, file storage for R/C, and \$54 to GNSA monthly timecard contract.
- 8045 Drug/Alcohol/BG Checks: Up, background checks.
- END

***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 gauge 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
Profit & Loss Budget Performance-SETD
August 2017**

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
Ordinary Income/Expense					Better		
Income					(Worse)		
4000 FARES	28,138.34	23,909.00	55,023.53	47,518.00	7,505.53	273,000.00	20%
4090 DONATIONS/COMMISSIONS	1,595.16	1,075.00	1,840.49	2,150.00	(309.51)	12,900.00	14%
4100 CONTRACTED SERVICES-IGA	13,514.91	10,325.00	13,514.91	20,650.00	(7,135.09)	123,900.00	11%
4200 TAXES	5,715.44	0.00	5,715.44	0.00	5,715.44	892,000.00	1%
4250 TIMBER SALES	107,182.97	65,000.00	107,182.97	65,000.00	42,182.97	160,000.00	67%
4260 MASS TRANSIT ASSESSMENT	0.00	0.00	18,855.71	15,500.00	3,355.71	67,000.00	28%
4270 RENTAL INCOME					-		
4271 BILLBOARD LEASE	0.00	0.00	0.00	0.00	-	1,200.00	0%
4272 PARKING SPACES	760.00	760.00	1,472.50	1,520.00	(47.50)	9,120.00	16%
4273- Charging Station	0.00	0.00	0.00	0.00	-	200.00	0%
Total 4270 RENTAL INCOME	760.00	760.00	1,472.50	1,520.00	(47.50)	10,520.00	14%
4300 INTEREST	580.13	400.00	1,236.34	800.00	436.34	4,800.00	26%
4310 MISC INCOME	4.00		5.00		5.00		
4500 RC PROVIDER SERVICE REIM	0.00	0.00	-830.85	0.00	(830.85)	0.00	
5000 GRANTS	0.00	0.00	0.00	0.00	-	675,247.00	0%
Other Types of Income	0.00		26.00		26.00		
Total Income	157,490.95	101,469.00	204,042.04	153,138.00	50,904.04	2,219,367.00	9%
Gross Profit	157,490.95	101,469.00	204,042.04	153,138.00	50,904.04	2,219,367.00	9%
Expense					-		
1. PERSONNEL SERVICES					-		
6005 SALARIES & WAGES	89,176.65	93,944.00	136,213.98	187,893.00	51,679.02	1,221,315.00	11%
6200 PAYROLL EXPENSES	7,643.35	11,168.00	26,093.44	22,336.00	(3,757.44)	145,195.00	18%
6300 EMPLOYEE BENEFITS	25,346.52	27,540.00	49,002.74	55,080.00	6,077.26	358,025.00	14%
Total 1. PERSONNEL SERVICES	122,166.52	132,652.00	211,310.16	265,309.00	53,998.84	1,724,535.00	12%
2. MATERIALS & SERVICES					-		
7000 RC PROVIDER PAYMENTS	730.93	184.00	1,032.79	367.00	(665.79)	2,200.00	47%
7030 BUS PASSES	0.00	184.00	0.00	367.00	367.00	2,200.00	0%
8005 AUDIT	4,876.00	375.00	4,876.00	3,375.00	(1,501.00)	28,652.00	17%
8006 ADS (HR JOB POSTING)	1,790.12	350.00	1,790.12	700.00	(1,090.12)	4,200.00	43%

**Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
August 2017**

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8010 BANK FEES	147.49	279.00	388.13	557.00	168.87	3,341.00	12%
8020 BLDING & GROUNDS MAINT	3,369.91	2,657.00	4,645.33	5,313.00	667.67	31,878.00	15%
8030 COMP-INFO-TECH SERVICES					-		
8031 WEBSITE/ON-LINE SW SUB	1,583.00		1,500.00		(1,500.00)		
8032 SUPPORT SERVICES/CONTRACTS	489.11	0.00	698.34	0.00	(698.34)	0.00	
8030 COMP-INFO-TECH SERVICES - Other	3,680.70	3,648.00	7,371.40	7,296.00	(75.40)	78,172.00	9%
Total 8030 COMP-INFO-TECH SERVICES	5,752.81	3,648.00	9,569.74	7,296.00	(2,273.74)	78,172.00	12%
8035 CONF TRAINING & TRAVEL	560.10	1,443.00	2,167.10	2,558.00	390.90	24,084.00	9%
8040 DONATIONS/CONTRIBUTIONS	0.00		-225.52		225.52		
8045 DRUG/ALCOHOL/BG CHECKS	193.00	419.00	193.00	835.00	642.00	5,000.00	4%
8050 DUES SUBSCRIPTIONS & FEES					-		
8051 Late Fees Interest Charges	20.00		72.63		(72.63)		
8050 DUES SUBSCRIPTIONS & FEES - Other	151.50	2,149.00	980.75	3,149.00	2,168.25	19,143.00	5%
Total 8050 DUES SUBSCRIPTIONS & FEES	171.50	2,149.00	1,053.38	3,149.00	2,095.62	19,143.00	6%
8053 IGA - DUES AND FEES	0.00	0.00	2,500.00	0.00	(2,500.00)	0.00	
8055 DURABLE EQUIP/SMALL TOOLS	1,466.09	5,366.00	1,466.09	10,732.00	9,265.91	64,400.00	2%
8061 EQUIPMENT LEASE/RENT	336.00	459.00	672.00	917.00	245.00	5,500.00	12%
8065 EDUCATION/OUTREACH	0.00	3,334.00	148.72	6,667.00	6,518.28	40,000.00	0%
8070 EMPLOYEE RECOGNITION	159.39	825.00	219.74	1,648.00	1,428.26	9,880.00	2%
8072 Election Fees	0.00	0.00	0.00	0.00	-	0.00	
8075 FUEL	24,162.08	21,040.00	27,670.73	42,079.00	14,408.27	252,472.00	11%
8080 INSURANCE	0.00	0.00	-36.47	0.00	36.47	61,479.00	0%
8090 LEGAL ADS	0.00	50.00	0.00	100.00	100.00	800.00	0%
8095 LEGAL COUNSEL	80.00	700.00	80.00	1,200.00	1,120.00	6,400.00	1%
8100 MEETING EXPENSE	68.35	148.00	366.85	294.00	(72.85)	1,760.00	21%
8120 OFFICE SUPPLIES	1,031.97	1,446.00	2,167.73	2,892.00	724.27	17,352.00	12%
8130 PAYROLL PROCESSING FEES	0.00	166.00	0.00	332.00	332.00	2,128.00	0%
8135 PRINTING	1,378.63	2,818.00	1,289.25	5,634.00	4,344.75	33,800.00	4%
8139 PROFESSIONAL SERVICES	5,798.00	3,520.00	5,798.00	7,040.00	1,242.00	42,240.00	14%
8140 SUBGRANT PASS THROUGH	4,250.00	0.00	4,250.00	0.00	(4,250.00)	0.00	
8150 TAXES/LICENSES/BUS REG FEE	0.00	0.00	0.00	0.00	-	330.00	0%

Sunset Empire Transportation District Profit & Loss Budget Performance-SETD

August 2017

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8155 TELEPHONE/INTERNET SERVICE	2,307.43	2,558.00	4,287.91	5,116.00	828.09	30,702.00	14%
8160 UNIFORMS	188.85	910.00	304.13	1,820.00	1,515.87	10,924.00	3%
8165 UTILITIES	1,460.59	1,733.00	2,156.78	3,466.00	1,309.22	20,796.00	10%
8170 VEHICLE MAINT & REPAIRS	5,900.09	10,000.00	12,575.97	20,000.00	7,424.03	120,000.00	10%
Total 2. MATERIALS & SERVICES	66,179.33	66,761.00	91,407.50	134,454.00	43,046.50	919,833.00	10%
Total Expense	188,345.85	199,413.00	302,717.66	399,763.00	97,045.34	2,644,368.00	11%
Net Ordinary Income	-30,854.90	-97,944.00	-98,675.62	-246,625.00	(147,949.38)	-425,001.00	23%
Other Income/Expense							
Other Expense							
3. OTHER EXPENSES							
9610 CLATSOP BANK-PRINCIPAL	5,699.70	5,729.00	11,399.40	11,457.48	58.08	70,517.00	16%
9611 CLATSOP BANK-LOAN INT	873.80	844.00	1,747.60	1,689.54	(58.06)	8,365.00	21%
Total 3. OTHER EXPENSES	6,573.50	6,573.00	13,147.00	13,147.02	0.02	78,882.00	17%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00		0.00		-	41,800.00	0
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	0.00	0.00	-	7,041.00	0
9700 CAPITAL EXPENSE	0.00	0.00	0.00	0.00	-	28,000.00	0
9800 CONTINGENCY	0.00	0.00	0.00	0.00	-	200,000.00	0
9850 TRANSFER OUT	0.00		0.00		-	104,208.00	0
Total Other Expense	6,573.50	6,573.00	13,147.00	13,147.02	0.02	459,931.00	3%
Net Other Income	-6,573.50	-6,573.00	-13,147.00	-13,147.02	(0.02)	-459,931.00	3%
	-37,428.40	-104,517.00	-111,822.62	-259,772.02	(147,949.40)	-884,932.00	13%

Sunset Empire Transportation District Profit & Loss Budget Performance-RiDECARE August 2017

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
Ordinary Income/Expense					Better		
Income					(Worse)		
4300 INTEREST	909.45	450.00	1,846.89	900.00	946.89	5,400.00	34%
4500 RC PROVIDER SERVICE REIM	284,495.74	248,400.00	528,465.99	496,800.00	31,665.99	3,230,727.00	16%
Total Income	285,405.19	248,850.00	530,312.88	497,700.00	32,612.88	3,236,127.00	16%
	285,405.19	248,850.00	530,312.88	497,700.00	32,612.88	3,236,127.00	16%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	25,083.81	26,670.00	37,839.43	53,337.00	15,497.57	346,677.00	11%
6200 PAYROLL EXPENSES	2,061.23	3,366.00	3,120.84	6,732.00	3,611.16	43,758.00	7%
6300 EMPLOYEE BENEFITS	6,608.75	8,852.00	14,028.14	17,699.00	3,670.86	115,021.00	12%
Total 1. PERSONNEL SERVICES	33,753.79	38,888.00	54,988.41	77,768.00	22,779.59	505,456.00	11%
2. MATERIALS & SERVICES					-		
7000 RC PROVIDER PAYMENTS	286,053.98	211,450.00	462,769.19	422,900.00	(39,869.19)	2,537,410.00	18%
7030 BUS PASSES	525.00	1,500.00	625.00	3,000.00	2,375.00	18,000.00	3%
8005 AUDIT	1,144.00	350.00	1,144.00	2,350.00	1,206.00	9,048.00	13%
8006 ADS (HR JOB POSTING)	0.00	0.00	0.00	20.00	20.00	200.00	0%
8010 BANK FEES	0.05	15.00	0.05	29.00	28.95	171.00	0%
8020 BLDING & GROUNDS MAINT	695.95	802.00	742.95	1,604.00	861.05	9,628.00	8%
8025 BUS PASSES	0.00	0.00	0.00	0.00	-	0.00	
8030 COMP-INFO-TECH SERVICES					-		
8032 SUPPORT SERVICES/CONTRACTS	338.61	0.00	390.92	0.00	(390.92)	0.00	
8030 COMP-INFO-TECH SERVICES - Other	790.80	1,453.00	1,581.60	2,906.00	1,324.40	52,438.00	3%
Total 8030 COMP-INFO-TECH SERVICES	1,129.41	1,453.00	1,972.52	2,906.00	933.48	52,438.00	4%
8035 CONF TRAINING & TRAVEL	0.00	300.00	525.00	600.00	75.00	8,046.00	7%
8045 DRUG/ALCOHOL/BG CHECKS	392.00	144.00	392.00	288.00	(104.00)	1,725.00	23%
8050 DUES SUBSCRIPTIONS & FEES	0.00	550.00	0.00	750.00	750.00	3,698.00	0%
8055 DURABLE EQUIP/SMALL TOOLS	0.00	1,018.00	0.00	2,034.00	2,034.00	12,200.00	0%
8065 EDUCATION/OUTREACH	0.00	166.00	0.00	332.00	332.00	2,000.00	0%
8070 EMPLOYEE RECOGNITION	0.00	344.00	0.00	687.00	687.00	4,120.00	0%
8072 Election Fees	0.00	0.00	0.00	0.00	-	0.00	

Sunset Empire Transportation District
Profit & Loss Budget Performance-RiDECARE
August 2017

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Budget to YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Act to Budget</u>
8080 INSURANCE	0.00	0.00	0.00	0.00	-	6,814.00	0%
8090 LEGAL ADS	0.00	0.00	0.00	0.00	-	0.00	
8095 LEGAL COUNSEL	0.00	42.00	0.00	84.00	84.00	500.00	0%
8100 MEETING EXPENSE	0.00	54.00	0.00	107.00	107.00	640.00	0%
8120 OFFICE SUPPLIES	301.71	441.00	504.04	882.00	377.96	5,298.00	10%
8130 PAYROLL PROCESSING FEES	0.00	34.00	0.00	68.00	68.00	444.00	0%
8135 PRINTING	7.14	134.00	12.29	267.00	254.71	1,600.00	1%
8139 PROFESSIONAL SERVICES	517.84	250.00	517.84	500.00	(17.84)	3,000.00	17%
8155 TELEPHONE/INTERNET SERVICE	3,033.43	3,219.00	5,957.31	6,437.00	479.69	38,618.00	15%
8160 UNIFORMS	0.00	84.00	0.00	167.00	167.00	1,000.00	0%
8165 UTILITIES	645.50	789.00	1,077.39	1,578.00	500.61	9,475.00	11%
Total 2. MATERIALS & SERVICES	<u>294,446.01</u>	<u>223,139.00</u>	<u>476,239.58</u>	<u>447,590.00</u>	(28,649.58)	<u>2,726,073.00</u>	17%
Total Expense	<u>328,199.80</u>	<u>262,027.00</u>	<u>531,227.99</u>	<u>525,358.00</u>	(5,869.99)	<u>3,231,529.00</u>	16%
Net Ordinary Income	-42,794.61	-13,177.00	-915.11	-27,658.00	(28,573.11)	4,598.00	-20%
Other Income/Expense							
9625 SDAO FLEXLEASE-PRINCIPAL	0.00		0.00		-	13,200.00	0%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	0.00	0.00	-	3,336.00	0%
9655 DMAP REPAYMENT AGREEMENT	0.00	0.00	0.00	0.00	-	343,405.00	0%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	-	125,546.00	0%
	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-</u>	<u>485,487.00</u>	0%
Net Other Income	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-</u>	<u>-485,487.00</u>	0%
	<u>-42,794.61</u>	<u>-13,177.00</u>	<u>-915.11</u>	<u>-27,658.00</u>	(26,742.89)	<u>-480,889.00</u>	0%

Sunset Empire Transportation District
Balance Sheet
 As of August 31, 2017

ASSETS

Current Assets	
Checking/Savings	1,536,031.57
Accounts Receivable	
1200 ACCOUNTS RECEIVABLES	203,498.50
1250 PROPERTY TAX RECEIVABLES	45,357.23
Total Accounts Receivable	<u>248,855.73</u>
Other Current Assets	
1400 PREPAID EXPENSES	48,256.81
1500 UNDEPOSITED FUNDS	1,344.70
Total Other Current Assets	<u>49,601.51</u>
Total Current Assets	<u>1,834,488.81</u>
TOTAL ASSETS	<u><u>1,834,488.81</u></u>

LIABILITIES & EQUITY

Liabilities	
Current Liabilities	
Accounts Payable	
2000 ACCOU	63,984.00
Total Accounts Payable	63,984.00
Other Current Liabilities	15,797.33
Total Current Liabilities	<u>79,781.33</u>
Long Term Liabilities	
2800 INTERCOMPANY DUE TO/FROM	
2810 DUE TO	-220,178.82
2815 DUE TO	220,178.82
Total 2800 INTERCOMPAN	<u>0.00</u>
Total Long Term Liabilities	<u>0.00</u>
Total Liabilities	<u>79,781.33</u>
Equity	
3200 GF PRIOR PERIOD ADJUST	-8,891.00
3700 FUND BALANCE NWRC-RESTRICT	1,311,965.11
3800 FUND BALANCE GENERAL FUND	789,741.87
3900 RETAINED EARNINGS	20,151.18
Net Income	-358,259.68
Total Equity	<u>1,754,707.48</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,834,488.81</u></u>

Sunset Empire Transportation District
A/R Aging Summary
As of August 31, 2017

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CITY OF CANNON BEACH - A/R	7,744.00	0.00	0.00	0.00	0.00	7,744.00
DHS - CHILD WELFARE-CLATSOP	750.00	0.00	0.00	0.00	0.00	750.00
DSHS-Childrens Admin Office	72.00	0.00	0.00	0.00	0.00	72.00
OR DHS-VOCATIONAL REHAB SERVICES	360.00	0.00	0.00	-7.00	0.00	353.00
P-ALLSTATE INSURANCE AGENCY	142.50	0.00	0.00	0.00	0.00	142.50
P-ANDI WARREN INSURANCE AGENCY	47.50	47.50	0.00	0.00	0.00	95.00
P-CELLAR ON 10TH, THE	95.00	0.00	0.00	0.00	0.00	95.00
P-H&R Block	142.50	0.00	0.00	0.00	47.50	190.00
P-HOMESPUN QUILTS	95.00	0.00	0.00	0.00	0.00	95.00
P-HOXIE, RONALD	47.50	0.00	0.00	0.00	0.00	47.50
P-IMPACT THRIFT	0.00	47.50	0.00	0.00	0.00	47.50
P-THORSEN, MARY	95.00	0.00	0.00	0.00	0.00	95.00
P - HOLLAND, CAMILLE	0.00	95.00	0.00	0.00	0.00	95.00
PROVIDENCE ELDERPLACE	0.00	0.00	90.00	0.00	0.00	90.00
Providence Seaside Hospital	0.00	30.00	0.00	0.00	0.00	30.00
RC-PASSES	0.00	310.00	0.00	3,615.00	0.00	3,925.00
SETD	0.00	0.00	0.00	7.00	0.00	7.00
TOTAL	<u>9,591.00</u>	<u>530.00</u>	<u>90.00</u>	<u>3,615.00</u>	<u>47.50</u>	<u>13,873.50</u>

Sunset Empire Transportation District A/P Aging Summary As of August 31, 2017

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ALSCO	37.77	0.00	0.00	0.00	0.00	37.77
ASTORIA, CITY OF	608.05	0.00	0.00	0.00	0.00	608.05
COASTAL LOCK -N- KEY, LLC	30.00	0.00	0.00	0.00	0.00	30.00
JACKSON & SON OIL, INC.	0.00	52.63	0.00	0.00	0.00	52.63
MTR WESTERN BUS	1,348.95	0.00	0.00	0.00	0.00	1,348.95
RC-AAA RIDE ASSIST LLC	657.60	0.00	0.00	0.00	0.00	657.60
RC-COLUMBIA COUNTY RIDER	110.00	0.00	0.00	0.00	0.00	110.00
RC-ELLIOTT'S TRANSPORT	3,475.20	0.00	0.00	0.00	0.00	3,475.20
RC-HOT SHOT TRANSPORTATION	3,095.70	0.00	0.00	0.00	0.00	3,095.70
RC-K & M MEDIVAN	6,466.54	0.00	0.00	0.00	0.00	6,466.54
RC-LEE, RYAN	5,011.88	0.00	0.00	0.00	0.00	5,011.88
RC-MEDIX ANSWERING SERVICE, INC/2	3,725.40	0.00	0.00	0.00	0.00	3,725.40
RC-METRO WEST AMBULANCE	1,722.00	0.00	0.00	0.00	0.00	1,722.00
RC-OEKERMAN, SARAH	80.00	0.00	0.00	0.00	0.00	80.00
RC-RICKARD SR, JASON	58.00	0.00	0.00	0.00	0.00	58.00
RC-SKINNYS TEXACO	3,369.33	0.00	0.00	0.00	0.00	3,369.33
RC-WAPATO SHORES, INC	16,114.88	0.00	0.00	0.00	0.00	16,114.88
ROD'S AUTO & MARINE ELECTRIC	1,715.73	0.00	0.00	0.00	0.00	1,715.73
V-CARTER, JOHN	127.44	0.00	0.00	0.00	0.00	127.44
VERIZON WIRELESS	1,250.34	0.00	0.00	0.00	0.00	1,250.34
TOTAL	<u><u>49,004.81</u></u>	<u><u>52.63</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>49,057.44</u></u>

Sunset Empire Transportation District Check Detail August 2017

Num	Date	Name	Item	Paid Amount
4627	08/09/2017	RC-K & M MEDIVAN		6,325.04
4628	08/09/2017	RC-LEE, RYAN		5,608.72
4629	08/09/2017	RC-MEDIX AMBULANCE		5,810.40
4635	08/09/2017	RC-TILLAMOOK COUNTY TRANSPORTATION		21,544.00
4637	08/09/2017	RC-WAPATO SHORES, INC		18,298.06
4644	08/15/2017	RC-K & M MEDIVAN		6,439.00
4645	08/15/2017	RC-LEE, RYAN		6,965.92
4654	08/15/2017	RC-WAPATO SHORES, INC		16,742.71
4655	08/15/2017	RC-WILCOX & FLEGEL		5,853.29
4660	08/28/2017	RC-K & M MEDIVAN		7,480.10
4662	08/28/2017	RC-MEDIX AMBULANCE		6,693.80
4665	08/28/2017	RC-TILLAMOOK COUNTY TRANSPORTATION		10,125.00
4666	08/28/2017	RC-WAPATO SHORES, INC		18,829.37
4705	08/22/2017	RC-K & M MEDIVAN		6,963.22
4706	08/22/2017	RC-LEE, RYAN		5,710.76
4713	08/22/2017	RC-WAPATO SHORES, INC		18,267.11
17197	08/15/2017	PLANGINEERING, LLC		5,798.00
17205	08/15/2017	WILCOX & FLEGEL		7,492.98
17208	08/22/2017	BOLDT, CARLISLE & SMITH, LLC		5,720.00
17229	08/23/2017	SDIS		37,454.98
83117	08/29/2017	CLATSOP COMMUNITY BANK		6,573.50
1866983	08/23/2017	INTERNAL REVENUE SERVICE		12,434.36
4278882	08/09/2017	INTERNAL REVENUE SERVICE		12,289.02

Bill

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

Date	Ref. No.
08/14/2017	0342 7/8 to 8/8

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

PAID

Bill Due 09/13/2017
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	0667 HAZEN CARL'S JR - FOOD FOR JEFF FOR PTAC MEETING	7.79		ADMINISTRATION
8038 TRAVEL	73 NEWPORT BAY - FOOD FOR JEFF FOR PTAC MEETING	28.49		ADMINISTRATION
8038 TRAVEL	PIETROS PIZZA - FOOD FOR JEFF FOR PTAC MEETING	15.90		ADMINISTRATION
8038 TRAVEL	RED LION - LODGING FOR JEFF FOR PTAC MEETING	121.66		ADMINISTRATION
8038 TRAVEL	BOUTIQUE - FLIGHT FOR JEFF FOR OPTC CONFERENCE	97.99		ADMINISTRATION
8038 TRAVEL	JACK IN THE BOX - FOOD FOR JEFF FOR ODOT MEETING	6.27		ADMINISTRATION
8050 DUES SUBSCRIPTIONS & FEES	AMAZON - AMAZON PRIME SUBSCRIPTION	99.00		ADMINISTRATION
8021 B&M GENERAL	USPS - STAMPS	98.00		ADMINISTRATION
8100 MEETING EXPENSE	0261 JONES PANDA EXPRESS - FOOD FOR RIDE CARE MEETING	9.00	RIDE CARE ADMIN	ADMINISTRATION
8021 B&M GENERAL	HOME DEPOT - PARTS FOR RIDE CARE	21.96	RIDE CARE ADMIN	ADMINISTRATION
8120 OFFICE SUPPLIES	STAPLES - OFFICE SUPPLIES	49.99	RIDE CARE ADMIN	RIDE CARE
8120 OFFICE SUPPLIES	STAPLES - OFFICE SUPPLIES	24.99	RIDE CARE ADMIN	RIDE CARE
8120 OFFICE SUPPLIES	FRED MEYER - FOOD FOR RIDE CARE ADVISORY MEETING	53.15	RIDE CARE ADMIN	RIDE CARE
8120 OFFICE SUPPLIES	STAPLES - OFFICE SUPPLIES	65.99	RIDE CARE ADMIN	RIDE CARE
8032 SUPPORT SERVICES/CONTRACT	0334 LAYTON ADOBE - SOFTWARE SERVICES	34.98		ADMINISTRATION

Bill

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

Date	Ref. No.
08/14/2017	0342 7/8 to 8/8

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

PAID

Bill Due	09/13/2017
Terms	
Memo	

Expenses

Account	Memo	Amount	Customer:Job	Class
8120 OFFICE SUPPLIES	WWW.PROJECTACTION.COM - JENNIFER'S PARATRANSIT MANAGEMENT CLASS	195.00		PARATRANSIT
8056 COMPUTER HARDWARE	LENOVO - LAPTOP FOR TRANSPORTATION OPTIONS	1,466.09		TRANS OPTIONS
8031 WEBSITE/ON-LINE SW SUB	AMAZON MARKETPLACE - ACCESS POINT - WIFI IN WARRENTON	83.00		ADMINISTRATION
8120 OFFICE SUPPLIES	0946 LEWICKI STAPLES - RUBBER STAMP	12.49		OPER 5311
8135 PRINTING	VISTA PRINT - VAULT STICKERS	73.99		OPER 5311
8173 STOCK PARTS	HOME DEPOT - SPRINGS	9.95		SETD
8021 B&M GENERAL	SAFETYSIGN.COM - SPEED LIMIT SIGNS	108.49		OPER 5311
8070 EMPLOYEE RECOGNITION	FRED MEYER - FOOD FOR EMPLOYEE BBQ	98.60		OPER 5311
8070 EMPLOYEE RECOGNITION	FRED MEYER - GIFT CARD FOR EMPLOYEE OF QUARTER	30.00		OPER 5311
8070 EMPLOYEE RECOGNITION	FRED MEYER - DRINKS FOR EMPLOYEE BBQ	10.84		OPER 5311
8070 EMPLOYEE RECOGNITION	FRED MEYER - ICE FOR EMPLOYEE BBQ	8.95		ADMINISTRATION
8121 POSTAGE-SHIPING	USPS - POSTAGE	8.48		ADMINISTRATION
8173 STOCK PARTS	AMAZON - MEMORY CARDS FOR CAMERA SYSTEM	93.00		OPER 5311
8173 STOCK PARTS	SUNSET AUTO PARTS - HEADLIGHT FOR BUS 96	16.33		OPER 5311
8022 B&M JANITORIAL	ASTORIA TRANSFER STATION - BUS YARD CLEANUP	16.50		OPER 5311

Bill

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

Date	Ref. No.
08/14/2017	0342 7/8 to 8/8

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

Bill Due	09/13/2017
Terms	
Memo	

PAID

Expenses

Account	Memo	Amount	Customer.Job	Class
8022 B&M JANITORIAL	ASTORIA TRANSFER STATION - BUS YARD CLEANUP	13.00		OPER 5311
8120 OFFICE SUPPLIES	STAPLES - RUBBER STAMP	12.49		OPER 5311
8021 B&M GENERAL	HOME DEPOT - NUTS AND BOLTS FOR FAUCET REPAIR	3.84		OPER 5311
8120 OFFICE SUPPLIES	MEMORY CARD PROTECTOR FOR CAMERA SYSTEM	8.99		ADMINISTRATION
8120 OFFICE SUPPLIES	AMAZON - MEMORY CARD READER FOR CAMERA SYSTEM	9.99		OPER 5311
8100 MEETING EXPENSE	0020 PARKER HOME BAKING CO - FOOD FOR SENIOR AND DISABLED MEETING	8.75		ADMINISTRATION
8100 MEETING EXPENSE	SAFEWAY - FOOD FOR SENIOR AND DISABLED MEETING	31.13		MOBILITY MANAGEMENT
8135 PRINTING	SIGNONE - BANNER - HIRING DRIVERS	298.50		ADMINISTRATION
8100 MEETING EXPENSE	HOME BAKING CO - FOOD FOR BOARD MEETING	13.60		ADMINISTRATION
8100 MEETING EXPENSE	SAFEWAY - FOOD FOR BOARD MEETING	14.87		ADMINISTRATION

Expense Total : 3,382.03

Bill Total : \$3,382.03

Date: September 20, 2017


To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.a Board Vacancy

Board Position #7 is vacant and according to the attached Board Policy #B-308, the Board needs to fill the vacancy by a majority vote of the remaining members of the Board. We have 5 applicants for the position. They have all been invited to the meeting so the Board has an opportunity to ask them questions.

Staff is recommending that the Board review the applicants and determine the next steps in filling the vacancy.

SUNSET EMPIRE TRANSPORTATION DISTRICT BOARD OF COMMISSIONERS MID-TERM BOARD VACANCY	Policy # B-308	Effective Date: <i>April 25, 2013</i>
	Signature 	Date of Last Review

POLICY:

The Board shall fill a vacancy on the Board by appointment by a majority of the remaining members of the governing body. (ORS 198.320-Filling of vacancies on boards of certain districts.)

1. The Board Chair or the Vice Chair will notify the Board of any Board member's resignation.
2. The appointee will serve until a successor can be elected at the next regular special district election.



SUNSET EMPIRE TRANSPORTATION DISTRICT

900 Marine Drive Astoria, OR 97103

Phone: 503-861-5370 Fax: 503-325-1606

www.ridethebus.org

BOARD OF COMMISSIONERS NEW MEMBER APPLICATION

Applicants are asked to submit a letter of interest and complete the following application. Any additional information you wish to have considered may also be attached. Please return your letter of interest and application by mail to SETD 900 Marine Drive Astoria OR. 97103, by email to mary@ridethebus.org. or drop off at the Astoria Transit Center Ticket Office at 900 Marine Drive Astoria, or the Seaside Transit Kiosk at 1111 North Roosevelt, Seaside. For further assistance please contact Mary Parker 503-861-5370.

Applications will be accepted until Wednesday September 20, 2017 at 5:00 pm.

Name <i>Lin Anderson</i>		
Home Address <i>1246 Ave A Seaside OR 97138</i>		
Phone	email	fax
Are you a registered voter in Clatsop County <u> </u> yes <u> </u> no		

1. What is your interest in serving on the SETD Board of Commissioners?

I would like to be part of the evolution of the transit services as a user rider & a link between people and transportation.

2. Please list your community service experience.

Volunteer for Sunset Empire Park and Recreation District. Special Olympics Coach for 25 years Volunteer American Legion

3. What experience do you have working with processes, policies, budgets and or the State of Oregon?

I have worked in Special Education for 25 years also served on the American Legion Auxiliary for years.

4. Do you have any special knowledge or experience that qualifies you for a position on the SETD Board of Commissioners?

I am a frequent and longtime user of SETD. I live locally for 16 years. I have a riders perspective.

5. Although not a requirement, do you have any experience using Sunset Empire Transportation services?

Frequent user of SETD



Lin Anderson
1246 Ave E
Seaside, Or 97138

SETD Board of Commissioners
900 Marine Dr.
Warrenton, Or 97103

To Whom It May Concern:

I would like to be considered for the vacancy on the Board of Commissioners. As I don't drive I am a frequent rider on the bus. And I feel I can bring insight from the perspective of the rider, the senior, and the disabled. I am very interested in the future of the transportation district and look forward to being a part of its ever changing dynamics.

I have been a volunteer for SEPRD for about five years and have participated in many of their seasonal activities. I also participate in their year round activities. I worked in Special Education for about 20 years prior to moving to Seaside in 2001.

Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

Lin Anderson

August 31, 2017

Ms. Kathy Kleczek Board Chair

SETD Board of Commissioner's

900 Marine Dr.

Astoria, OR 97103

Re: Letter of Recommendation for Lin Anderson Board Applicant

Dear Kathy,

It is my pleasure to write you a letter of recommendation on behalf of applicant and my friend Lin Anderson. I have known Lin for many years due to the fact we met as fellow fixed route riders and our friendship has grown ever since. Lin has been a continued inspiration to me since I became an employee in 2005. Lin has set the bar high for those in the community and is a tireless advocate for those in the Disabled Community as well as those currently in the Military and our veterans. Lin has worked as a professional Sign Language Interpreter for the Seaside School District and is very dedicated to her volunteer work for the American Legion. These are just a few examples of her fine and varied work experiences.

I offer my recommendation without any hesitation for the open Board Vacancy. I feel Lin would be an asset to the Board based on the qualifications I have mentioned. I believe Lin would be fair and impartial with any matter that is before the board, making sure to keep in mind both of our mission statement and values as a district.

Thank you for this opportunity to tell you about Lin. I know this will help and aid you in the decision-making process concerning Lin's position. Please feel free to contact me with any additional questions you may have. Thank you.

Eric E Barton

CSR Seaside Kiosk 13 years of Service with SETD

Seaside OR 97138

971 601 0705

eebbarton@gmail.com



SUNSET EMPIRE TRANSPORTATION DISTRICT

900 Marine Drive Astoria, OR 97103

Phone: 503-861-5370 Fax: 503-325-1606

www.ridethebus.org

BOARD OF COMMISSIONERS NEW MEMBER APPLICATION

Applicants are asked to submit a letter of interest and complete the following application. Any additional information you wish to have considered may also be attached. Please return your letter of interest and application by mail to SETD 900 Marine Drive Astoria OR. 97103, by email to mary@ridethebus.org, or drop off at the Astoria Transit Center Ticket Office at 900 Marine Drive Astoria, or the Seaside Transit Kiosk at 1111 North Roosevelt, Seaside. For further assistance please contact Mary Parker 503-861-5370.

Applications will be accepted until Wednesday September 20, 2017 at 5:00 pm.

Name <i>RICKY Eugene DAILEY</i>		
Home Address <i>2561 N. Roosevelt Dr. #204 Seaside, OR. 97138</i>		
Phone <i>702-917-8558</i>	email <i>rickydailey737@ Gmail.com</i>	fax <i>NONE</i>
Are you a registered voter in Clatsop County <input checked="" type="checkbox"/> yes ___ no		

1. What is your interest in serving on the SETD Board of Commissioners?

I Believe I could have some vital input

2. Please list your community service experience.

NONE AS PER SAY BUT I have been ASKED TO BE a Preacher & Driving instructor

3. What experience do you have working with processes, policies, budgets and or the State of Oregon?

RECENTLY moved to Oregon, I once was Bonded in Arizona handled money for Bus service & drove city Bus

4. Do you have any special knowledge or experience that qualifies you for a position on the SETD Board of Commissioners?

obtained a ged & a diploma as a P.C. Specialist /with Traveled to many areas in the U.S. and have learned a LOT of things for my age *multitimed*

5. Although not a requirement, do you have any experience using Sunset Empire Transportation services?

yes been riding the bus on a regular basis



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BOARD OF COMMISSIONERS NEW MEMBER APPLICATION

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Applications will be accepted until Wednesday September 20, 2017 at 5:00 pm.

Name <i>BRYAN KIDDER</i>		
Home Address <i>1558 JEROME AVENUE , ASTORIA OR 97103</i>		
Phone <i>503 325 9010</i>	email <i>RBKIDDER@EMAIL.COM</i>	fax
Are you a registered voter in Clatsop County <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		

1. What is your interest in serving on the SETD Board of Commissioners?
I believe I can offer a strong background in transit issues from past experiences coupled with communications skills necessary to share SETD progress with riders and the public.
2. Please list your community service experience.
I have been on multiple boards throughout my career. (See attached resume for full list.)
3. What experience do you have working with processes, policies, budgets and or the State of Oregon?
As a manager in business for four decades, I have worked to enhance policies and practices, including adherence to budgets, timelines, goals and objectives.
4. Do you have any special knowledge or experience that qualifies you for a position on the SETD Board of Commissioners?
I served as chair of the Benton Franklin Transit Citizens Advisory Board and an ad hoc committee on transportation issues in the Richland, Washington area.
5. Although not a requirement, do you have any experience using Sunset Empire Transportation services?
I do ride the bus on occasion and find it to be more friendly than the transit services I have used across the country.

Tuesday, Sept. 12, 2017

RECEIVED

SEP 15 2017 AB

Sunset Empire Transportation District
Attn: Kathy Kleczek, Board Chairperson
900 Marine Drive
Astoria, OR 97103

Chair Kleczek,

I am submitting my name for consideration for the vacant seat on the Sunset Empire Transportation District Board of Commissioners. I would bring to the Board a desire for a strong local public transit system, as well as four-decades of experience communicating with stakeholders. I can help strengthen our transit system and better tell the story of how effective public transit is necessary for the success of our community.

During my career as a corporate communications executive, I have been involved in a leadership capacity with many different civic organizations. While living in Richland, Washington, I served as chairperson of the Benton Franklin Transit Citizens Advisory Committee. This group was a liaison between the transit system and the public they served, often taking a role in public input on route changes and ridership issues. I also served a member of the Richland Citizens Ad Hoc Committee on Transportation. These two experiences taught me the importance of balancing the needs and wants of the system management, transit riders and the general public.

My experience with transit as a user, here in Astoria and in other parts of the country, gives me a perspective from the rider's seat. It is my view that in addition to the support of the system user, SETD must also reach out to the non-user – the silent majority that does not use the system but still has a say in the District's operation. Combining my past involvement with transportation issues and my communications experience, I can help the Board focus its goals and messages to seek increased support from all segments of the public.

As mentioned before, I have been a leader in multiple community groups. Whether involved with a chamber of commerce, an economic development agency or a charitable organization, I have learned that board work requires give and take. Most of all, it requires cooperation – lots of it.

Thank you for considering me for a seat on the Sunset Empire Transportation District Board of Commissioners. I believe I can provide a fresh perspective, new energy and a drive to tell the story of how public transit is a key to the growth of our economy. I am eager to tell you more about how I can be of value to work of commissioners.

Sincerely,



Bryan Kidder
1558 Jerome Ave.
Astoria, OR 97103

Raymond Bryan Kidder, APR

1558 Jerome Avenue • Astoria, Oregon 97103 • 503-298-7278

bryan@rbkidder.com • @rbkidder • www.linkedin.com/in/bryankidder/

Summary of Abilities:

As a communications leader with a wide-ranging career history, my professional work has always centered on enhancing my employer's public image. My work has covered the full scope of communications functions, including strategic planning, employee communications, social media, advertising, marketing, as well as media, government and community relations. A quick learner, I dwell in the details of complicated tasks so as to clearly communicate them in everyday language to employees, media and the public. A self-starter with strong interpersonal, leadership and business skills, I am creative, calm and professional.

Education:

- Master of Arts, Strategic Communications, 2016 - American University, Washington, D.C.
- Bachelor of Science, Forestry, 1979 - McNeese State University, Lake Charles, Louisiana

Employment History:

R. B. Kidder Strategic Communications, LLC, Astoria, Oregon 2017-present

Offering communications and marketing consultation, my services focus on media relations, employee communications, strategic planning and crisis communications.

Orbital ATK – Baltimore, Maryland 2013-2017, Communications Director – Orbital ATK Defense Systems Group

Responsible for internal and external communications for a \$2 billion defense sector leader, I led communications strategy development and implementation across four divisions for domestic and international activities:

- Coordinated internal communications for heritage ATK company during merger with Orbital Sciences
- Reshaped Communications Department to focus on strategy-based communications
- Established processes to standardize communications activities and improve staff training
- Increased external exposure by tripling the number of news releases, grew the Defense Systems Group social media presence and focused trade show media interviews to gain greater coverage
- Organized advertising and marketing activities, reducing costs and increasing effectiveness
- Designed and conducted communications for facility staffing changes and unionization campaign
- Developed and trained crisis communications planning across all divisions, with implementation required during a fatality event

Pratt & Whitney – East Hartford, Connecticut 2010-2013, Corporate Media Relations Manager & Company Spokesman

Responsible for the coordination of company and CEO media relations for a \$14 billion aerospace leader, I led international media outreach as well as social media strategy and implementation:

- Coordinated media activities for CEO's term as chair of Aerospace Industries Association (AIA), including employee rally for AIA "Second to None" campaign generating national news coverage and increased exposure for company president
- Updated crisis communications process to include social media monitoring and response, and organized training of the department by the NTSB crisis response team
- Increased annual media day participation and story production by 75 percent
- Expanded Farnborough and Paris Air Show coverage through increased media-briefing attendance and national broadcast coverage for company president
- Refined internal media reporting process to become strategically focused and punctual
- Developed focused interview prep book/process for CEO interviews/events

Communications Director, Pratt & Whitney Rocketdyne division, Canoga Park, California 2005-2010

Responsible for internal and external communications, creative communications products (graphics, video, photography and reprographics) for employees, news media, communities, governmental agencies and elected officials, and charitable contributions for world's premier rocket propulsion provider:

- Led media relations activities during space shuttle launches
- Increased exposure of new company president within trade media and raised awareness of division under its new ownership
- Reorganized department to integrate and proportion skills across a five-campus company. Gradually resized department from 51 to nine employees while maintaining high customer ratings
- Earned ACE Gold (internal quality operating system) designation for function in 18 months
- Doubled news release output and coverage by trade media
- Started social media presence, internal employee blog, monthly news video, twice-weekly employee news site and internal webcasting

CH2M HILL Hanford Group, Inc. – Richland, Washington 2002-05, Director of Public Affairs (previously Stakeholder / Congressional Relations Specialist and Communications Director)

Responsible for the public image of the company serving as a contractor at one of the U. S. Department of Energy's most urgent and visible environmental cleanup locations:

- Developed and implemented strategic plan for audience relationships to aid in communicating a message of safe accomplishment of cleanup objectives

- Directed a staff of nine professionals in the areas of communications, graphics and relationship building with the media, employees, stakeholders, elected officials and the community
- Created and implemented public relations effort to counter activist group's claims of unsafe working conditions. As a result, established an open dialogue with employees, news media and elected officials and began addressing issues previously ignored
- Rebuilt department from two employees to 10 in less than a year. Focused communications and public affairs efforts to be more proactive during this time of change
- Coordinated the addition of a "briefing center" as the focal point for tours of company projects. Took idea from bare ground to completely outfitted building in just weeks, including building layout, internal wall graphics and electronic accessories
- Led strategic development of public affairs activities to move company to next level of contact with state and federal agencies and decision makers
- Led company's efforts in design and content for a Pacific Northwest regional science exhibit on company work for the Department of Energy

Duratek Federal Services of Hanford, Inc. 1998-2002, Director of Communications and Public Relations, Richland, Washington

As primary communicator for this division of a national environmental services company, I conducted all media, community, governmental and employee communications for three business units, while also providing similar services by contract to Fluor, Inc. at a Department of Energy cleanup site, managing the communications activities for the waste management portion of the cleanup mission:

- Coordinated public, employee and media relations activities associated with first movement of cleanup waste off the Department of Energy site
- Led charitable giving and community involvement efforts that positioned company as co-leader with contractors of vastly greater size
- Established governmental affairs activity at local level, interacting with officials in local, state and national office. Provided liaison with company's national governmental affairs officials during field visits by Congressional staffers and members
- Devised and implemented communications strategy to introduce new company name to local community, customer base and governmental officials
- News writer in DOE Emergency Communications team. Served during response to 200,000-acre wildfire, serving two 15-hour midnight shifts within first two days of the emergency

Allright Corporation 1994-97, Marketing and Public Relations Director, Houston, Texas

Chemical Waste Management, Inc. 1987-94, Community Relations Manager, Port Arthur, Texas

Peter O'Carroll Advertising, Inc. 1985-87, Vice President and Creative Director, Lake Charles, Louisiana

Beauregard Electric Cooperative, Inc. 1984-85, Public Relations Director, DeRidder, Louisiana

KVHP Television 1983-84, Account Executive, Lake Charles, Louisiana

Collingwood & Kidder Advertising, Inc. 1981-83, Production Manager/Account Executive, Lake Charles, Louisiana

Boise Southern Company, Inc. 1979-81, Newsletter Editor, DeRidder, Louisiana

Affiliations:

- Member, Public Relations Society of America, 1991-present; Accredited in Public Relations (APR), 1994
- Member, International Association of Business Communicators, 2010-present; vice president, Connecticut Chapter, 2012-13
- Board of Directors, Valley Industry & Commerce Association (San Fernando Valley, Calif.), 2010
- President, Richland (Wash.) Chamber of Commerce, 2004-05; Board of Directors, 2002-05
- Chair, Benton Franklin (Wash.) Transit Citizens Advisory Committee, 2005; member, 2003-05
- Member, Citizens Ad Hoc Committee on Transportation, City of Richland, Wash., 2002-05
- Member, Tri-Cities (Wash.) Legislative Council, 2003-05
- Alternate Member, Board of Directors, Tri-Cities Industrial Development Council, 2002-05
- Alternate Member, Board of Directors, Tri-Cities Visitor and Convention Bureau, 2002-05
- Board of Directors, Mid-Columbia (Wash.) Symphony and Fundraising Chair, 1998-2000
- Board of Directors, Greater Port Arthur (Texas) Chamber of Commerce, 1992-94
- Board of Directors, Hughen Center for Physically Handicapped Children, Port Arthur, Texas; 1994



SUNSET EMPIRE TRANSPORTATION DISTRICT

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BOARD OF COMMISSIONERS NEW MEMBER APPLICATION

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Applications will be accepted until Wednesday September 20, 2017 at 5:00 pm.

Name <i>Chris Ousley</i>		
Home Address <i>33726 Lake Front Drive, Warrenton, OR 97146</i>		
Phone <i>503 338 2326</i>	email <i>DeanOfStudents@Clatsopcc.edu</i>	fax
Are you a registered voter in Clatsop County <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		

1. What is your interest in serving on the SETD Board of Commissioners? *I would like to contribute to a valuable part of our community & ensure we continue to have this resource.*
2. Please list your community service experience. *Volunteer service as club advisor for campus student clubs (+5 years). Previously served as a volunteer youth educator.*
3. What experience do you have working with processes, policies, budgets and or the State of Oregon? *Extensive experience via current + past positions. Oversight of multiple college budgets + departments of approx 40 employees. Work w/ state committees on higher education issues. Also develop college.*
4. Do you have any special knowledge or experience that qualifies you for a position on the SETD Board of Commissioners? *Relied on public transportation for work commuting (+5 years). Fam. with community reliance on services through work with college students.*
5. Although not a requirement, do you have any experience using Sunset Empire Transportation services?
Yes My experience is specific to the 101. Also, we often assist students in figuring out transportation solutions

RECEIVED

SEP 15 2017

46

SETD, Attn: Kathy Kleczek, Board Chairperson
900 Marine Dr.
Astoria, OR 97103

Sept. 7, 2017

Dear Board Members,

Thank you for consideration regarding the vacant position on your board.

As dean of students for Clatsop Community College, I work with students and staff from an expansive service area including all areas served by Sunset Empire Transportation District. From working with students and seeing the daily challenges they face, I know and understand the importance of providing affordable transportation options. I would consider it an honor to do my part to make sure it remains a fiscally sound resource. I believe it is a critical resource that ensures our residents can connect to opportunities for education, employment, and healthcare.

Please consider me for your vacant position on the basis of my interest to work collaboratively toward solutions and to serve our community—especially underserved populations. As an employee of an institution that represents various interests, I believe my professional interactions with individuals throughout the district will assist me in becoming a valuable member of your board.

While I have numerous obligations in my current position, my supervisor has committed to allowing me the time to serve as necessary.

Again, thank you for your consideration.



Chris Ousley

Chris Ousley Bio

Dr. Chris Ousley serves as Clatsop Community College dean of students. In addition to dean of student duties, Ousley oversees admissions, advising, financial aid, registration and records, TRIO programs, and the college testing center.

Starting at Clatsop in 2010, he accepted the position with personal goals to help rural students with limited educational choices earn a college education, to increase their employment opportunities, and to prepare students for a lifetime of contributions to their communities.

Prior to Clatsop, Ousley served as an assistant director of marketing in the University of Arizona's Office of Enrollment Management. He specialized in student recruitment, online engagement, and marketing research. Ousley has worked in radio, newspaper, film, and television during his career. He also taught education, journalism, and mass communication courses.

Ousley earned a B.S. in advertising from Northern Arizona University, M.A. in journalism and Ph.D. in higher education, both from the University of Arizona. His doctoral research employed a model of student recruitment identifying pre-admission characteristics most likely to identify student support needs and predict graduation outcomes using a combination of student application data, U.S. census data, and geographical information systems. Ousley was honored as a National Center for Educational Statistics Fellow (2010). His research findings were presented at the American Association of Higher Education national conference (2008), and he was a featured presenter at a national enrollment management conference (2006).



Ag

SUNSET EMPIRE TRANSPORTATION DISTRICT

900 Marine Drive Astoria, OR 97103

Phone: 503-861-5370 Fax: 503-325-1606

www.ridethebus.org

BOARD OF COMMISSIONERS NEW MEMBER APPLICATION

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Applications will be accepted until Wednesday September 20, 2017 at 5:00 pm.

Name SCOTT M. STAPLES		
Home Address 40357 HUNT LANE #10, ASTORIA, OR 97103		
Phone 971-284-6046	email —	fax —
Are you a registered voter in Clatsop County <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		

1. What is your interest in serving on the SETD Board of Commissioners?

I HAVE USED BUS SERVICE FOR 8 yrs - ENJOY IT
WANT TO HELP FACILITATE SERVICE IN ANY WAY I CAN.

2. Please list your community service experience.

TRASH PICKUP 4XS A yr ON OLD HIWAY 30, SWENSON AVE,

3. What experience do you have working with processes, policies, budgets and or the State of Oregon?

HELD A SEAT ON REDDING CA BOARD OF LANDLORDS - WOULD
DISTAL TO RENTAL DISPUTES - ADVISE WHERE TO TAKE DISPUTES

4. Do you have any special knowledge or experience that qualifies you for a position on the SETD Board of Commissioners?

AGAIN, HAVE USED THE BUS 8 STRAIGHT yrs.
KNOW BUS ROUTES + TIMES

USUALLY
SMALL
PLANS

5. Although not a requirement, do you have any experience using Sunset Empire Transportation services?

yes, HAVE RODE BUS 8 yrs.

9-8-17

I would like to apply for SEAT
on TRANSIT BOARD. I HAVE used BUS
SERVICE FOR 8 STRAIGHT years. I REMEMBER
when BUS SERVICE WAS DISRUPTED FOR over a
year and how hard IT WAS TO get FROM A-2,
I WAS SO THANKFUL WHEN SERVICES RETURNED
TO NORMAL. I FEEL SUNSET EMPIRE TRANSIT DOES
A FINE JOB. I BELIEVE I CAN BE A REASONABLE
ASSET! THANKS, SCOTT

971-284-6046

Date: September 20, 2017

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.b Seaside Urban Renewal

Urban renewal plan requirements stipulate that the urban renewal agency respond to any written recommendations submitted from taxing districts affected by the plan. The Board submitted a letter and the City of Seaside has submitted their response to that letter as required by law.



SUNSET EMPIRE TRANSPORTATION DISTRICT
900 Marine Drive Astoria, Oregon 97103

July 31, 2017

City of Seaside
Mark Winstanley
City Manager
989 Broadway
Seaside, OR 97138

Dear Mr. Winstanley:

In response to the proposed Southeast Seaside Urban Renewal Plan, the Board of Commissioners for Sunset Empire Transportation District (SETD) have the following comments/requests:

-SETD requests that references to transit improvements include specific language referring to “Public Transit Improvements”.

-SETD requests that when any street improvements are planned within the urban renewal area that SETD be consulted for input on placement of public transit amenities that should be included with the design. As you know, SETD completed a Long Range Comprehensive Transportation Plan last year and parts of the plan call out public transit amenities including those in Seaside.

-SETD feels that it is crucial that an interconnected pedestrian plan be included in the plan. People that ride public transit typically walk to bus stops or safe areas where they can flag a bus so it is important that they have a clearly marked safe route to walk on. Any pedestrian improvements need to integrate public transit with them and any routes or sidewalk projects that may be delayed be guaranteed completion.

-SETD requests to be notified of any changes to the plan in a timely matter to allow thorough review of the impact that the changes may have on public transit.

We appreciate the opportunity to submit our comments and we look forward to the responses to them. We also look forward to working with the City of Seaside on this project that will benefit our mutual constituents.

Sincerely,

Kathy Kleczek
Board Chairperson
SETD Board of Commissioners



CITY of SEASIDE

OREGON'S
F A M O U S
A L L - Y E A R
R E S O R T

989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

September 15, 2017

Kathy Kleczek, Board Chairperson
Sunset Empire Transportation District Board of Commissioners
900 Marine Drive
Astoria, OR 97103

Dear Ms. Kleczek:

At the September 6th, Seaside Urban Renewal Agency monthly meeting, the commission discussed the new Southeast Seaside Urban Renewal District, its formation, and future projects the Agency hopes to accomplish.

I can assure the Board of the Sunset Empire Transportation District (SETD), the Agency looks forward to SETD's help and guidance on future road and pedestrian improvements in the new district. Partnering with other agencies is critical to the development of superior projects. SETD is uniquely qualified to provide expertise for public transit improvements associated with the new districts proposed projects.

You can be assured the Agency will reach out to all our partners for their help as these projects move to the forefront. It is important to note, however, various projects are scheduled many years down the road. The Southeast Seaside Urban Renewal District will be in place for many years. Coordinating SETD's and the Agency's improvement schedules will be very important.

Thank you for providing me with the opportunity to come before your Board. Again, we look forward to our continued cooperation.

Sincerely,



Mark J. Winstanley
Administrative Officer
Seaside Urban Renewal Agency

Date: September 20, 2017

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item #8.c Intergovernmental Agreement with Columbia County for the Lower Columbia Connector Route.

This Agreement is the same as the one approved by the Board for the last biennium except for the dates and the ODOT agreement number. Funding for this intercity route remained the same as last biennium so the service remains the same.

Staff recommends that the Board approve the IGA with Columbia County and authorize the Chair to sign it.

INTERGOVERNMENTAL AGREEMENT

COLUMBIA COUNTY TRANSIT (CC RIDER) AND SUNSET EMPIRE TRANSIT DISTRICT (SETD)

(Lower Columbia Connector Transit Service)

TRANSIT SERVICE INTERGOVERNMENTAL AGREEMENT

This agreement, effective when signed by all parties, is made and entered into between Sunset Empire Transportation District, hereinafter referred to as SETD and Columbia County Transit Division, a division of Columbia County, a political subdivision of the State of Oregon; hereafter referred to as CC Rider; collectively referred to as Parties. This Agreement is for the provision of intercity transportation services provided by SETD between the Astoria Transit Center in Astoria, Oregon and the Rainier Transit Center in Rainier, Oregon; and the provision of intercity transportation services provided by CC Rider between Union Station in Portland, Oregon and the Rainier Transit Center in Rainier, Oregon; and between the Rainier Transit Center and the Longview and Kelso urban area in Washington State.

Effective Date. The effective date of this Agreement is the date that both Parties have signed it. This is known as the effective Agreement date.

1. **General Description of Work.** This Agreement is for services described under State Agreement No. **31970 (Exhibit A)**; and provides intercity bus services to benefit older adults, persons with disabilities, and the general public along the US Highway 30 Corridor between Union Station in downtown Portland and the Astoria Transit Center in Astoria, Oregon; and from the Rainier Transit Center in Rainier, Oregon to the Longview and Kelso urban area of Washington State.
2. **Service Guidelines.** The Parties agree that service will be provided in accordance with the Service Schedule attached as **Exhibit B** to this agreement and that service will be provided at least seven (7) days per week, two (2) times per day, between the Astoria Transit Center and Union Station; and at least seven (7) days per week, two (2) times per day, between the Rainier Transit Center and the Longview and Kelso urban area of Washington State in accordance with State Agreement No. **31970**. Service will be coordinated between CC Rider and SETD in such a manner that passengers will pay a single fare to their final destination. Parties will pursue, as feasible, interline agreements with other regional and national intercity transit providers and will market the service, as feasible, on Google Transit or other web-based transit travel planning tools.

Service design will meet the definition of intercity transit, as defined by FTA Circular 9040.1F:

“Intercity buses, as defined by the Federal Transit Administration, are regularly-scheduled bus services for the public that operate with limited stops over fixed routes connecting two or more urban areas not in close proximity, and that make meaningful connections with scheduled intercity bus service to more distant points, if such service is available.”

Service design will provide access to existing intercity and rail services in the corridor.

3. **Reimbursement.** CC Rider agrees to reimburse SETD for costs of performing the service on the Astoria to Rainier segment, as specified in the Project Description and Budget, herein included as **Exhibit A**, and in accordance with the agreed upon **Exhibit C - Payment for Work**.
4. **Execution of Work.** Parties 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 parties' 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 CC Rider for purposes stated in **Exhibit A**, Project Description and Budget.

5. **Books and Records.** Parties shall keep proper and complete books of records and accounts 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. Parties acknowledge and agree that SETD and CC Rider and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party which are directly pertinent to this specific Agreement for the purpose of making audits, examinations, 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 CC Rider. If for any reason any part of this Agreement is involved in litigation, SETD and CC Rider 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 both parties and to their duly authorized representatives in preparation for and during litigation.
6. **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 C**. 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 conclusion. The Agreement will be automatically terminated if the violation has not been remedied.

This Agreement may be terminated by SETD or CC Rider for any reason with 180 days written notice.

All claims, counter claims, disputes and other matters in question between CC Rider 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 Columbia 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.

7. **Indemnity and Insurance.**
 - a. SETD agrees to indemnify, defend, and hold harmless CC Rider 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 CC Rider for any such liability arising out of negligent acts or omissions of CC Rider, 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. CC Rider agrees to indemnify, defend, and hold harmless SETD from all claims, lawsuits and actions of whatever nature brought against those parties which arise from CC Rider's performance or omissions under this Agreement. CC Rider shall not be required to indemnify SETD for any such liability arising out of negligent acts or omissions of SETD, its 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.
 - c. SETD shall provide insurance as required in **Exhibit D**, Insurance, naming CC Rider as an additional insured, and furnishing CC Rider and Columbia County with written proof of insurance on or before commencement of this agreement.
 - d. CC Rider shall provide insurance as required in **Exhibit D**, Insurance, naming SETD as an additional insured, and furnishing SETD with written proof of insurance on or before commencement of this agreement.
8. **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, Parties 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 other Party.
9. **Compliance with Applicable Laws.**
- a. Parties agree 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. Parties 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.
10. **Federal Transit Administration Annual Certifications and Assurances.** Parties agrees to comply with all applicable Federal Transit Administration Certifications and Assurances. Furthermore, Parties will submit the Annual Certifications and Assurances to ODOT on an annual basis and include all certifications required by 49 U.S.C. 5310.
11. **Audit Requirements.**
- a. If either Party receives Federal funds in excess of \$500,000, Parties agree to comply with the annual audit conducted in accordance with the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, Non-profit Institutions*. Parties, if affected by this requirement, shall at their own expense, submit to State Public Transit Division, 555 13th Street NE, suite 3, Salem, OR 97301-4179, a copy of their a-133 annual audit covering the funds expended under this Agreement.
 - b. If Parties receive less than \$500,000 in Federal funds, Parties shall, at their own expense, submit to State Public Transit Division, 555 13th Street NE, suite 3, Salem, OR 97301-4179, a copy of their 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.

12. **Other Federal Requirements.** One of the principles of contracting with Federal funds received indirectly from the Federal Transit Administration (FTA) is recognition that, as a condition of receiving the funds, certain specific requirements must be met not only by CC Rider, but also by SETD to the extent applicable, Federal requirements extend to third party contractors and their contracts at every level. The specific requirements for specific grant funds are found in the Master Agreement that is signed and attested to by the 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 accessing the FTA website: www.fta.dot.gov.

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transaction covered by this Agreement and the type of funds described in **Exhibit E**.

- a. SETD and CC Rider shall comply with Title VI of the Civil rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). SETD and CC Rider 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. SETD and CC Rider 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.
- b. SETD and CC Rider 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.
- c. SETD and CC Rider have, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
- d. SETD and CC Rider will correct any condition which State or FTA believes “creates a serious hazard of death or injury” in accordance with Section 22 of the Federal Transit Act, as amended.
- e. SETD and CC Rider will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to the State. Each contract SETD and CC Rider signs with a subcontractor must include the following assurance:

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

- f. SETD and CC Rider and sub-contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an office 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, SETD and CC Rider shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to the State at the end of each calendar quarter in which there occurs an event which 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.

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 CC Rider to enforce any provision of this Agreement shall not constitute a waiver by CC Rider or Columbia County of that or any other provision.
16. **Other Provisions.**
 - a. SETD shall protect and indemnify CC Rider and Columbia County against any 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.
 - b. CC Rider shall protect and indemnify SETD against any payroll taxes or contributions imposed with respect to any employees of CC Rider and Columbia County by any applicable law dealing with pensions, unemployment compensation, accident compensation, health insurance, and related subjects. CC Rider shall at CC Rider's own cost and expense insure each person employed by CC Rider the compensation provided for by law with respect to worker's compensation and employer's liability insurance.
17. **Funds Available.** SETD understands and agrees that CC Rider's payments for amounts under this Agreement is contingent on CC Rider receiving funding from the Oregon Department of Transportation to continue to make payments under this Agreement.

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

- Exhibit A** – Project Description and Budget
- Exhibit B** – Service Schedule
- Exhibit C** – Payment for Work
- Exhibit D** – Insurance
- Exhibit E** – ODOT Agreement Number 31970

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. CC RIDER and COLUMBIA COUNTY, BY THE SIGNATURES BELOW OF ITS AUTHORIZED REPRESENTATIVES, 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 _____

Kathy Kleczek, Chair

**BOARD OF CC RIDER COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By _____

Henry Heimuller, Chair

By _____

Alex Tardif, Commissioner

By _____

Margaret Magruder, Commissioner

Approved as to Form:

By _____

Columbia CC Rider Legal Counsel

EXHIBIT A

PROJECT DESCRIPTION AND BUDGET

Project Description

Task 1: Transit Service.

SETD will provide intercity bus service to benefit older adults and persons with disabilities, and the general public along the Highway 30 corridor from the Astoria Transit Center in Astoria, Oregon to the Rainier Transit Center, in Rainier, Oregon.

CC Rider will provide intercity bus service to benefit older adults and persons with disabilities, and the general public along the Highway 30 corridor from the Rainier Transit Center, in Rainier, Oregon to Union Station, in Portland; Oregon; and from the Rainier Transit Center, in Rainier, Oregon to the Amtrak Station, in Kelso, Washington via CC Rider's route through Longview, Washington.

The service will be completed in accordance with the agreed upon time schedule and will be provided at least two (2) times per day, seven (7) days per week, as provided in **Exhibit B**. Services will be coordinated between SETD and CC Rider in such a manner that passengers will pay a single fare to their final destination. SETD and CC Rider will pursue, as feasible, interline agreements with other regional intercity bus providers and will market the service, as feasible, on Google Transit or other web-based transit travel planning tools.

CC Rider will provide a transfer facility in the City of Rainier at the Rainier Transit Center. SETD vehicles will be allowed to use this facility to load and unload passengers and luggage. SETD vehicles will also be allowed to lay-over at this facility until scheduled departure times and SETD employees will be allowed access to the building and restroom facilities.

Task 2: Reporting Requirements.

SETD will provide quarterly data for the Intercity Service Report required by ODOT. This data will be submitted to CC Rider within in 10 days after the end of the quarter. The report will include data for ridership, service miles, fare revenues collected, contract revenue (if any) miscellaneous revenue, operating costs, admin costs and capital costs, and any other data necessary for compliance with ODOT State Agreement No. **31970** and FTA requirements.

Vehicle Ownership, Maintenance, and other Capital Costs.

SETD will be responsible for the provision of vehicles, fuel, insurance and maintenance costs for its portion of the service.

CC Rider will be responsible for the provision of vehicles, fuel, insurance and maintenance costs for its portion of the service.

Budget

ITEM	CCR Costs	SETD Costs	Grant Amt	CCR Match	SETD Match	Total Match
	\$	\$	\$	\$	\$	\$
Preventive Maintenance	15,000.00	15,000.00	30,000.00	3,750.00	3,750.00	7,500.00
	\$	\$	\$	\$	\$	\$
Operations	92,500.00	92,500.00	185,000.00	92,500.00	92,500.00	185,000.00

EXHIBIT B

Service Schedule

Line 7 - Lower Columbia Connector SERVICE 7-DAYS A WEEK						
TO ASTORIA TRANSIT CENTER						
SW Salmon St/SW 6th Ave	Portland Union Station	Scappoose-NE 1st/Prairie	St Helens TC	Rainier TC	Clatskanie Safeway	Astoria TC
	6:30	7:00	7:30	8:30	9:00	9:45
	2:30	3:00	3:30	4:30	5:00	5:45
TO PORTLAND UNION STATION/SW SALMON STREET and SW 6th AVENUE						
Astoria TC	Clatskanie	Rainier TC	St Helens TC	Scappoose-NE 1st/Prairie	Portland Union Station	SW Salmon St/SW 6th Ave
6:45	7:35	7:55	9:00	9:30	10:00	
2:45*	3:35*	3:55*	5:00*	5:20*		6:00*

ZONE 1 ZONE 2 ZONE 3 **BOLD = PM**

* Becomes Line 1 - Downtown Portland at St Helens Transit Center (M – F). Does not stop at Union Station

Line 5 - Kelso SERVICE 7-DAYS A WEEK										
Rainier TC	Rainier Senior Center	Holt's Market (Flag Stop)	St Johns Medical Center	River Cities TC	Lower Columbia College/Triangle Mall	Kelso - Amtrak Station	Kaiser Medical Clinics (Flag Stop)	Walmart/Industrial Way	Rainier Senior Center	Rainier TC
7:30	7:33	7:40	7:43	7:49	7:52	8:02	8:09	8:12	8:21	8:30
4:30	4:33	4:40	4:43	4:49	4:52	5:02	5:09	5:12	5:21	5:30
ZONE 1	ZONE 3	BOLD = PM								

EXHIBIT C

SETD COMPENSATION

C.1 Basis of Compensation. Exhibit A. provides the Project Description and the SETD budget for this service. CC Rider shall compensate SETD for the services described in the Project Description and Budget, and defined in Exhibit A. and in accordance with State Agreement No. 31970, Exhibit E.

The source of funding for this service is a biennial 5311f – Intercity grant, provided to CC Rider by the Oregon Department of Transportation, Public Transit Division.

The compensation to be paid to operate SETD's leg of this service, which consists of the Astoria Transit Center to Rainier Transit Center portion of the Highway 30 service, shall be based on reimbursement of the hours of service provided by SETD in the operation of this service. The budget provided in State Agreement No. 31970 provides funding for a two year project. The budget provided by SETD and included as part of Exhibit A, of this agreement, is for the two year period beginning July 1, 2017 and ending June 30, 2019 is a *not to exceed* budgeted amount for this service. SETD agrees to cover any costs of service that exceed the budgeted amount.

The hours of reimbursable service for the Astoria Transit Center to Rainier Transit Center service will be seven (7) hours per day, seven (7) days per week.

It is also understood by both parties that the Oregon of Department of Transportation requires a 20% match for Capital and Administrative costs and a 50% match for operations costs associated with this grant. SETD is required to pay its portion of the match to CC Rider for this service.

SETD will provide all documentation and information necessary for CC Rider to reimburse SETD for the cost of this service and in addition, all data necessary for CC Rider to complete the required quarterly reports to be submitted to the State.

SETD shall not change the service schedule, hours of service or hourly rate of pay without approval of CC Rider. CC Rider understands that service adjustments may need to be made from time to time, however, any changes that may need to be made are required to stay within the budget for the service provided by SETD. CC Rider will not be responsible for costs incurred by SETD that result in cost above those costs agreed upon.

C.2 Payment for Services. SETD shall submit quarterly billing invoices to CC Rider based on the actual rides billed. SETD will only be compensated for hours of service provided in the approved Service Schedule (Exhibit B) during Agreement period (July 1, 2017 – June 30, 2019).

Invoices shall be submitted to CC Rider on or before the tenth (10th) of the month for services incurred during the previous quarter. CC Rider shall be allowed thirty (30) days from the date the invoice is received to reimburse SETD, provided that the work performed is acceptable to CC Rider. Upon receipt of the invoice, CC Rider shall review the documentation submitted and may request additional information. If CC Rider 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 CC Rider requests additional information from SETD, CC Rider 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, CC Rider may deny the invoice or approve only the portion of the invoice which has been documented satisfactorily.

C.3 Changes in the Scope of Project. CC Rider and SETD agree in accordance 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.

C.4 Suspension or Abandonment of Project. If the Project is suspended or abandoned, in whole or part for more than 45 days, SETD shall be compensated for service performed prior to receipt of written notice from CC Rider of such suspension or abandonment for service covered in the approved budget, attached as **Exhibit A**.

EXHIBIT D

INSURANCE PROVISIONS

During the term of this Agreement, SETD and CC Rider shall maintain in force, at their own expense, each insurance noted below:

D.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.

D.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.

D.3 General Liability. Broad form Comprehensive General Liability insurance coverage of \$1,000,000 combined single limit bodily injury and property damage.

D.4 Automobile Liability. Automobile Bodily Injury (\$1,000,000 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's and CC Rider's insurer(s) to the other party.

EXHIBIT E

ODOT AGREEMENT NUMBER 31970

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Columbia County**, 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, 2017** 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, 2019** (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 10 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; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$504,235.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$268,581.00** in Grant Funds for eligible costs described in Section 6.a. 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.c 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. 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.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

9. Recipient Subagreements and Procurements

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

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

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

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

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

competition;

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

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

10. Termination

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

11. General Provisions

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

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

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

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

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

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

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

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

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Columbia County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Michael Ray
230 Strand Street
Saint Helens, OR 97051
1 (503) 366-8505
michael.ray@co.columbia.or.us

State Contact:

Arla Miller
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-3312
Arla.MILLER@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 _____ Arla Miller

Date _____ 06/07/2017

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/13/2017

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 2017-19 R2 TN-IC Columbia County 31970				
<i>Preventive Maintenance</i>				
<i>Operating</i>				
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$54,879.00	\$43,903.00	\$10,976.00	Local
Item #1: 50% Federal Share				
	Total	Grant Amount	Local Match	Match Type(s)
	\$449,356.00	\$224,678.00	\$224,678.00	Local
Sub Total	\$504,235.00	\$268,581.00	\$235,654.00	
Grand Total	\$504,235.00	\$268,581.00	\$235,654.00	

● 1. BACKGROUND

The purpose of the Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing important space or time gaps, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

2. SERVICE DESCRIPTION

Grant funds from this program will be used to continue existing transit service between Portland and Astoria, Oregon with an emphasis on connections between Longview/Kelso, Washington and Sunset Empire transit and Astoria. This grant will fund up to three round trips daily.

3. PROJECT DESCRIPTION

This Agreement includes the following projects.

PREVENTIVE MAINTENANCE

Provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met. Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

OPERATIONS

Provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Columbia County and Clatsop County, Oregon and to support the administrative costs required to manage the service contract.

4. PROJECT DELIVERABLES, SCHEDULE and USE

This Agreement includes deliverables for the following projects.

PREVENTIVE MAINTENANCE

All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and

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

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

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

A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

OPERATIONS

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient will inform State if there is a change in the service funded by this Agreement. Changes which impact the intercity characteristics of the service could result in the service becoming ineligible for funding under this Agreement. Recipient will market the services.

Recipient shall engage in a good faith effort 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.

5. PROJECT ACCOUNTING and MATCH

PREVENTIVE MAINTENANCE

Sources of funding that may be used as Recipient's matching funds for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

OPERATIONS

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

Recipient will have no obligation to State regarding program income earned after the end of the project period, with the following exception: income earned during the project period, but paid after the end of the project period, will be used to further transit network program objectives. If the project ceases when this Agreement terminates, income earned during the project period, but paid after the end of the project period, will be used to reduce the net allowable costs on which the Agreement share of costs is based.

Income from fares, tickets and passes, if charged, either pre- or post-paid, will be deducted from the gross allowable operating cost in determining the net allowable costs on which the Agreement share of costs is based. To the extent that the project financed by this Agreement is also financed by other operating agreements, the fare income will be proportionally allocated to each of the agreements. All administrative and operating expenses incurred by the contractor are defined as operating expenses. Administrative expenses directly incurred by Recipient may be treated as an operating expense or may be added to the net operating cost to determine the net project cost. The required local matching share will be subtracted from the net project expenses to determine the Agreement share of the project expense.

Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. 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.

Program income that may be used as Recipient's matching funds for this Agreement includes 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 matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.

6. REPORTING and INVOICING REQUIREMENTS

Recipient will submit a quarterly transit network service report in digital format for each bus service directly supported by this Agreement. The appropriate form is available on State's website or by contacting the regional transit coordinator. Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

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:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$268,581.00
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Administered By Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

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

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

EXHIBIT D

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

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

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

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

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

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, 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 as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. 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.

Date: September 20, 2017

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a1 Clatsop Community College Pass Program

We have been meeting with representatives of the college regarding setting up a pass program for its students. Currently, both our Route 10 and Route 101 service the college and it is our desire to help reduce the number of vehicles traveling to and parking at the college and to increase our ridership. As you know, our §5311 Operating grant is based in a large part by ridership numbers and we feel that this would be a good opportunity to help increase that funding.

Currently, we have a pass program with the Tongue Point Job Corp Center that allows their enrolled students to ride within Clatsop County on our routes by showing their ID card when they get on the bus. We charge the Job Corp \$5.00 per student per quarter. This has proven to be very beneficial to the students and to the District. We average over 1,800 rides per month with this program which represents about 9% of our ridership.

Staff is proposing that we offer Clatsop Community College the same program as we have with the Job Corp. Because our discussions were post budget meetings, they don't have it in their budget for this school year. If the Board would like to pursue this pass program, they could waive the fee for this year and designate it as a pilot program.

We also have been working with the college on challenges that our drivers have faced going into the parking lot of the college. They are going to make some changes in the parking lot to make sure that cars are not parked where it becomes problematic for us. Additionally, we are looking at the potential to provide service to the MERTS campus.

Date: September 20, 2017

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.b1 Intergovernmental Agreement with Clatsop County Emergency Management Division

This intergovernmental agreement (IGA) with Clatsop County's Emergency Management Division is necessary in order to receive reimbursement for our costs incurred if we are mobilized for an emergency by the emergency operations center (EOC).

The IGA also calls for holding a table top disaster exercise so we know what weaknesses may be identified and how we can mitigate them. The reimbursement rates for the buses used are set by the Federal Emergency Management Administration (FEMA).

Staff is recommending that the Board approve the intergovernmental agreement with Clatsop County's Emergency Management Division and authorize the Board Chair to sign it.

INTERGOVERNMENTAL AGREEMENT
BETWEEN SUNSET EMPIRE TRANSPORTATION DISTRICT
AND CLATSOP COUNTY
REGARDING EMERGENCY TRANSPORTATION SERVICES

1. THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered effective October 1, 2017, by and between the Sunset Empire Transportation District (SETD), a public transportation Special District operating and existing under ORS 198 and a municipal corporation of the state of Oregon and Clatsop County (County), a political subdivision of the state of Oregon.

2. RECITALS:

2.1 SETD operates a public transit system in and about Clatsop County, Oregon.

2.2 The County coordinates emergency operations and emergency planning in Clatsop County through its Emergency Management Division

2.3 SETD desires to receive the benefits of being included within the emergency operation plans for the County, and the County desires to have resources of SETD available for employment during certain emergency situations.

2.4 SETD and the County have the authority to enter into this Agreement pursuant to ORS 402.010 and 402.015.

3. AGREEMENT: In consideration of the mutual benefits and covenants described herein, the parties agree as follows:

3.1 Purpose. The purpose of this Agreement is to provide the legal framework and establish procedures and conditions for making a limited number of SETD owned vehicles and SETD operators available to the Emergency Management Division for deployment during declared emergencies or disasters, and to address relevant indemnification and liability issues.

SETD and the Emergency Management Division will hold a tabletop exercise, at minimum, one time within the duration of this IGA. Further, the method for reimbursement to SETD concerning emergency use of available SETD vehicles and compensation of drivers and support staff during a declared emergency or disaster is established herein.

3.2 Available Resources of SETD. SETD agrees that it will reasonably make available vehicles it owns and available SETD employed drivers to the Emergency Management Division for use and deployment in an emergency or disaster as determined by the Emergency Operations Center (EOC). Provided: SETD general transportation services on its fixed routes and SETD’s ADA para-transit transportation services. SETD’s auxiliary transportation services for those with special needs, and SETD’s supplemental transportation services related to the evacuation of Clatsop Care Center and Astor House, herein known as “priority transportation services”, shall be given first priority by SETD.

If an emergency or disaster is declared by the Board of County Commissioners and one or more SETD owned vehicles are operational and not in service, i.e., are not needed to provide the priority transportation services, herein known as “available SETD vehicles”, such SETD vehicles may be employed for use in emergency or disaster based on the ability of SETD drivers to respond. No SETD owned vehicles, other than vehicles which are in good condition, are operational, and are not needed to furnish the priority transportation services, shall be made available to the EOC for emergency transportation purposes under this Agreement. It is understood that the EOC will not call for SETD vehicles unless a declared emergency or disaster exists requiring the use of those vehicles.

At all times material herein, available SETD vehicles will only be operated by SETD employed drivers.

Pursuant to federal laws, rules, and regulations and federal grant requirements applicable to SETD and any emergency transportation services furnished by SETD, SETD is not permitted to furnish emergency transportation services or allow its transit vehicles to be used for emergency transportation purposes for more than 45 days per declared emergency or disaster. Consequently, SETD shall not be obligated or required to provide to the EOC emergency transportation services for more than 45 days per declared emergency or disaster or to allow its transit vehicles to be used for emergency or disaster.

- 3.3 Planning and Training Services. The Emergency Management Division agrees to assist SETD in preparing and implementing an emergency response plan in the event of a disaster or emergency involving SETD vehicles. The Emergency Management Division shall provide, at minimum, one tabletop exercise within the duration of this agreement to test emergency planning assumptions identified by both parties and schedule as agreed upon by the SETD Operations Manager/Deputy Executive Director and the Emergency Management Director.
- 3.4 Reimbursement of Costs. When emergency services are furnished under this Agreement, County agrees to promptly reimburse SETD for all fuel costs and personnel costs, personnel overtime costs, and other costs and expenses incurred by SETD in connection therewith as set forth in Exhibit “A” attached hereto and incorporated herein by this reference. Within 45 days of the date that the emergency services are provided, SETD shall submit an invoice detailing the costs to be reimbursed by County. Within 30 days of the date that the invoice is given to the County, the County shall remit full payment of the invoice to SETD.
- 3.5 Indemnification. In some declared emergency or disaster situations, the available SETD vehicles and operators requested by the EOC and employed for the emergency or disaster pursuant to the provisions of this Agreement may be entitled to certain privileges, benefits, and immunities and subject to certain liability waivers under applicable federal and state emergency management regulations for registered emergency workers and services. SETD drivers shall be required to document the condition of the exterior portions of the available SETD vehicles both immediately before and immediately after the same are used in any emergency or disaster or for emergency training purposes. Upon request, the Emergency Management Division shall be promptly entitled to review such documentation concerning the condition of the exterior portions of the available SETD vehicles.

Notwithstanding the foregoing, the County shall fully and absolutely defend, indemnify and hold harmless SETD from and against any action, case of action, claim, and/or litigation arising out of or from the employment, operation, or sue of any available SETD vehicles(s) in a declared emergency or disaster

under this Agreement or for emergency training purposes, including, but not limited to, any claim, action, cause of action, claim, and/or litigation arising from the act(s) or omission(s) of any SETD operator(s) and/or any County employee(s), officer(s), or agent(s) subject to the Oregon Tort Claims Law. In the event that any SETD owned vehicle is damaged while being used or operated in a declared emergency or disaster under this Agreement or for emergency training purposes, the County shall hold harmless and indemnify SETD from and against and shall fully pay all expenses and costs necessary to fix and repair the damaged SETD owned vehicle and restore said vehicle to its prior condition, provided, however, that the County shall not be responsible for fixing, repairing, or replacing any part of component of a SETD owned vehicle used or operated in a declared emergency or disaster or for emergency training purposes under this Agreement which merely fails or malfunctions during said use or operation.

3.6 Term of Agreement. Unless this Agreement is terminated as provided below, this Agreement shall be for twenty-four (24) months, beginning on October 1, 2017 and ending on September 30, 2019. Either party may, with or without cause, terminate this Agreement by giving the other party at least sixty (60) days prior written notice of termination.

3.7 Dispute Resolution. Any dispute that arises under this Agreement shall first be submitted to the County Manager and the SETD Executive Director, who shall meet and attempt to resolve the dispute after consulting with their respective Boards. In the event the County Manager and the SETD Executive Director shall be unable to resolve the dispute during the meeting, the parties shall then mediate the dispute as hereinafter provided. Within 30 days of the date that the County Manager and the SETD Executive Director meet and fail to resolve the dispute (“meeting date”), the SETD Board of Commissioners shall select and appoint SETD representatives, who shall be empowered and authorized to propose a mediator to resolve the dispute and participate in the mediation on behalf of SETD, and the Board of County Commissioners shall select and appoint County representatives, who shall be empowered and authorized to propose a mediator to resolve the dispute and participate in the mediation on behalf of the County. Within 60 days of the meeting date, the SETD representatives and the County representatives shall endeavor to confer and mutually agree upon and select an agreed mediator. If the representatives are unable to mutually agree upon and select a mediator within 60 days of the meeting date, either party may apply to the Circuit Court of the State of Oregon for Clatsop County for the appointment of a mediator to resolve the dispute, and said Circuit Court shall be fully empowered to appoint a mediator to resolve the dispute. Within 30 days of the selection or appointment of the mediator, the mediator shall schedule the mediation, and said representatives of the parties shall attempt to resolve the dispute by participating, in good faith, in the mediation before the selected or appointed mediator for at least six hours. Each party shall pay one-half of the fees of the mediator and the costs and expenses associated with the mediation. If the dispute is not resolved during the mediation, either party may initiate an action in a court of competent jurisdiction to resolve the dispute.

3.8 Notice. Any notice required or permitted to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to:

If County: Clatsop County Emergency Management Division
800 Exchange St., Suite 408
Astoria, OR, OR 97103

If SETD : SETD
 900 Marine Dr.
 Astoria, OR 97103

Or at such other address as either party may designate to the other in writing from time to time.

All notices to be given with respect to this Agreement shall be in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States Postal Service in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

- 3.9 Relationship of the Parties. No agent, official, employee, servant, or representative of SETD shall be deemed an officer, employee, agent, servant or representative of the County for any purpose. No agent, official, employee, servant or representative of the County shall be deemed an officer, employee, agent, servant, or representative of SETD for any purpose.
- 3.10 Entire Agreement. This Agreement constitutes the entire agreement between the SETD and the County with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such subject matter. Any alteration or amendment or modification of this Agreement shall be valid only if set forth in writing and signed by both parties hereto.
- 3.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.
- 3.12 Severability. In the event any portion of this Agreement is determined to be void or unenforceable, such provision shall be severable and will not affect the validity of the remaining portion of this Agreement.
- 3.13 Time. Time is of the essence with respect to this Agreement.
- 3.14 Recording or Listing of Agreement. This Agreement, prior to its entry into force, shall either be filed for recording with the Clatsop County or be listed by subject on each party's web site or other electronically retrievable public source.

WHEREFORE, each party, by and through its undersigned representative acting with authority, has signed this Agreement to be effective on the first day and year written above.

SUNSET EMPIRE TRANSPORTATION
DISTRICT

CLATSOP COUNTY BOARD OF COUNTY
COMMISSIONERS:

By _____
Kathy Kleczek, Chair

By _____
Scott Lee, Chair

Date: _____

Date: _____

Exhibit "A"

Intergovernmental Agreement Re: Emergency Transportation Services

Costs to be reimbursed by County to SETD

Service/Personnel/Labor Costs	Personnel Costs (Hourly Rates)
Driver services	\$31.05 per driver per vehicle
Dispatch and Management Services	\$37.71 (1 Dispatcher + Operations Manager)

Provided: SETD shall be entitled to waive all costs or a portion of costs related to dispatch and management services.

Further, provided: In the event a driver is required to work more than 40 hours in a week as a result of furnishing emergency services, County shall reimburse SETD associated overtime costs in excess of any regular hourly rates.

Equipment Specification and Code	Equipment Costs (Hourly Rates)
Bus; Cost Code 8180; Up to 150 HP	\$21.75
Bus; Cost Code 8181; Up to 210 HP	\$27.50
Bus; Cost Code 8182; Up to 300 HP	\$32.25 (Most SETD buses are in this code)

Equipment Specifications, Codes and Hourly Rates are based upon FEMA's Schedule of Equipment Rates Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Rates above are applicable to major disasters and emergencies declared by the President of the United States on or after January 1, 2017.

Total Personal and Equipment Cost Example: Driver operating a 305 horsepower vehicle for one hour amounts to \$63.30 (\$31.05 driver cost + \$32.25 equipment cost).

Provided: This Exhibit shall be amended every 2 years to conform to the hourly rates of SETD drivers, dispatchers, or other personnel performing services relevant to the IGA entered into between the parties in the event the wage scale changes affecting the hourly rates of such SETD employees.

EMERGENCY MANAGEMENT CONTACT LIST

(LIST APPEARS IN ORDER OF AUTHORITY TO RESPOND TO EMERGENCY REQUEST FOR VEHICLES)

Name:	Title:	Office #:	Cell #:
Jeff Hazen	Executive Director	503-861-5399	503-298-7114/503-791-0131
Paul Lewicki	OPS Mgr./Deputy Exec. Dir.	503-861-5364	714-305-9007
Steve Weinart	Driver Supervisor	503-861-5386	503-440-1550
Lawrence McDonald	Driver Supervisor	503-861-5386	503-791-2418

Date: September 20, 2017

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.c Transit Bus Summit

I have been invited to attend a Transit Bus Summit in Atlanta February 21-23, 2018. This summit is limited to 50 transit directors. There will be round table discussions with my counterparts from other agencies across the country regarding best practices and other topics that I have identified as being important to us like technology and alternative fuels vehicles. Based on the survey that I fill out, there will be targeted 15 minute meetings with certain vendors that meet the criteria for what I'm looking at in order to gain more information about what is out in the marketplace.

They only invite a couple of small agencies such as ours so I'm pleased that I have been considered. The full cost of this event for each transit director is paid for through a grant that they have so the District would not have any cost involved with this trip. The dates of the summit conflict with the Board meeting scheduled for February 22nd. I would like to attend this summit and with the Board's approval, have Paul sit in for me at that Board meeting. Other options would include moving the meeting date or not approving me to go to the summit. I have attached the information about the event and the email I received.

IT'S NOT A TRADESHOW...

NOT EVEN CLOSE



YOU'RE INVITED AS OUR GUEST

TO JOIN 50 TRANSIT DIRECTORS

There's no cost to you, your agency
or your university to participate!
Apply now for one of just 50 seats.
All resort, travel, meal and
participation expenses are
covered by a Summit grant.



February 21 - 23, 2018 | Atlanta, GA

Contact Stuart Today!

CONTACT STUART AIZENBERG AT SAIZENBERG@GBMSUMMITS.COM OR 847.410.2442



Timely information & meaningful relationships all in 48 hours, and at no cost to you or your organization

RELATIONSHIPS ARE THE CORNERSTONE OF SUCCESS.

There's no better way to share information and think through opportunities than by spending structured time with others who do exactly what you do. Getting insights on an immediate issue, learning what's working for them and what's not, and having that colleague you can call in confidence—all are activities that leaders rely on for both immediate and long-term needs. And it's not just relationships with fellow transit directors. It's equally important to have relationships with senior level personnel in the vendor community. From technology providers to maintenance solutions and others—relationships across the spectrum are critical. It's relationships like these that enable you to make better decisions.

We've developed an exclusive way to accelerate information sharing and relationship-building between leaders who are responsible for at least 20 transit vehicles in the municipal, agency, BRT or college/university transit sectors. It's called the Transit Bus Summit, and it's unlike anything you've ever attended; It's congenial, intimate, fun and productive!

The Summit can accommodate
just 50 Directors.

APPLY TODAY!

IT'S NOT A TRADE SHOW... NOT EVEN CLOSE.

The Transit Bus Summit is not an event where you hope networking happens. It's an event where you're guaranteed to meet professionals at your level who have similar responsibilities. Over two activity-packed days, a customized agenda will introduce you to dozens of others responsible for their operations. And you're going to meet with senior representatives from the vendor community who will share TED-like case studies on how they're approaching transportation challenges in the US, Canada and around the world. And best of all, there's no cost to you or your organization to attend. A private grant covers all travel, hotel, meal and conference costs.

"I'm sure you've heard it hundreds of times, but it never hurts to promote a good thing. THANK YOU for the opportunity and the experience! Seriously, very well done. I've not experienced an event like this before, and it was incredibly beneficial. I hope you ask me back again!"

— Lance Wilber, Transportation Director,
Anchorage, AK

CONTACT STUART AIZENBERG AT SAIZENBERG@GBMSUMMITS.COM OR 847.410.2442

A custom agenda based upon your needs.

A FOCUS ON HELPING EACH OTHER.

The Transit Bus Summit team reviews your detailed application to understand more about you, your organization, and how we can help support your current and future initiatives. Based upon your application and a selection process that you participate in, a custom agenda is developed that introduces you to other industry professionals and vendors. Through two days of uniquely structured board room meetings, one-on-one meetings, interactive sessions and social functions, you'll establish new relationships and learn more in 48 hours than you ever thought was possible!

WHO'S ELIGIBLE TO HAVE ALL COSTS COVERED?

To be eligible for the Transit Bus Summit, you must direct, manage or be a decision-maker in an organization with at least 20 transit vehicles in the municipal, agency, BRT or college/ university transit sectors. Your title should be Director, Manager, or Superintendent. Most important, you should have decision-making authority or specific input into the products and services your systems purchases. You should be comfortable networking with other industry professionals in both structured and unstructured environments.

ONLY 50 DIRECTORS CAN PARTICIPATE. APPLY TODAY!

We have the space and resources to host just 50 participants, so please apply today. The application will ask you about current challenges, issues keeping you up at night, recent successes, and platforms or technologies you're considering purchasing within the next 6 to 18 months. Early applicants are given first consideration, so make sure you complete your application soon.



"Thank you for accepting me to participate in your Summit. It's an excellent concept that was well planned and well executed. The format, activities and allotted times were spot on. Well done on being innovative and delivering an incredibly useful event."

—John Hedrick,
Director East Texas Council of Governments

Your application can be found at:
BusSummit.com

CONTACT STUART AIZENBERG AT SAIZENBERG@GBMSUMMITS.COM OR 847.410.2442



Time Well Spent

The Transit Bus Summit uses a unique matching process and event format that maximizes your time with high quality peers and suppliers. Below is the agenda that will enable you to say that time at the Summit was—**Time Well Spent!**

THE AGENDA

Wednesday

1:00 – 5:00 p.m.	Summit Check-In
5:00 – 5:30 p.m.	Summit Orientation
7:00 – 10:00 p.m.	Opening Night Dinner & Reception

Thursday

7:30 – 8:30 a.m.	Roundtable Breakfast
8:45 – 10:20 a.m.	Boardroom Presentations
10:20 – 10:40 a.m.	Coffee & Refreshment Break
10:45 – 12:20 p.m.	Boardroom Presentations
12:20 – 1:20 p.m.	Networking Luncheon
1:30 – 2:20 p.m.	Interactive Roundtable Discussions
1:00 – 2:10 p.m.	Boardroom Presentations
2:10 – 2:30 p.m.	Chocolate Break
2:30 – 4:45 p.m.	Boardroom Presentations
6:00 – 7:00 p.m.	Outdoor Product Display
7:00 – 9:30 p.m.	Special Evening Dinner

Friday

7:30 – 8:30 a.m.	Roundtable Breakfast
8:30 – 12:05 p.m.	One-to-One Meetings
12:15 – 1:15 p.m.	Lunch & Airport Departures Begin



February 21 - 23, 2018 | Atlanta, GA

CONTACT **STUART AIZENBERG** AT SAIZENBERG@GBMSUMMITS.COM OR **847.410.2442**

Look Who Attended Our Last Summit

At the Transit Bus Summit, you're going to meet with a group of professionals for sit-down, face-to-face meetings where you're going to learn what's working for them and what's not. Below is a list of the participants who attended our last Transit Bus Summit. Next year there will be an entirely new list with the same caliber of participants.

MV Transportation, Senior VP of Fleet & Facilities, 11,000 Buses
Chicago Transit Authority, VP, Vehicle Maintenance, Rail and Bus, 1,877 Buses
Regional Transportation District (RTD) - Denver, Assistant General Superintendent of Vehicle Maintenance, 1,430 Buses
Pace Suburban Bus, Regional Manager Maintenance Technical Service, 1,350 Buses
City Of Calgary, Calgary Transit, Coordinator Technical Services, 1,043 Buses
Maryland Transit Administration, Manager Bus Maintenance, 770 Buses
Delaware Transit Corporation, COO, 552 Buses
CT Transit, Assistant General Manager for Maintenance & Technology, 484 Buses
NICE Bus, Operations Manager, 400 Buses
RI Public Transit Authority, Chief Security Officer, 360 Buses
Hampton Roads Transit, General Superintendent of Bus Maintenance, 340 Buses
Westchester County Public Works & Transportation, Director of Planning, 326 Buses
Jacksonville Transportation Authority, Sr. Manager, Maintenance, 305 Buses
Davidson Transit Organization, Director of Maintenance, 272 Buses
Community Transit, Vehicle Maintenance Manager, 263 Buses
McDonald Transit, Director of Maintenance, 263 Buses
Sun Metro, Assistant Director for Maintenance, 257 Buses
Fresno EOC, Transit Systems supervisor, 250 Buses
Interurban Transit Partnership, Manager of Grants and Capital Projects, 212 Buses
City of Santa Monica Big Blue Bus, Chief Administrative Officer, 200 Buses
Pioneer Valley Transit Authority, Director of Operations and Planning, 186 Buses
County Connection, Manager of Planning, 184 Buses
Minnesota Valley Transit Authority, Transportation Director, 163 Buses
Erie Metropolitan Transit Authority, Executive Director, 138 Buses
City of Raleigh, Department of Transportation Director, 123 Buses
Ride Solution, Transportation Coordinator, 123 Buses
Victor Valley Transit Authority, Senior Fleet Analyst, 120 Buses
Intercity Transit, Maintenance Supervisor, 111 Buses
Anchorage Public Transportation, Director, 110 Buses
Lee County Transit, Director, 105 Buses
Tulsa Transit, Director of Maintenance, 102 Buses
Concho Valley Transit District, Maintenance and Operations Manager, 100 Buses
Blue Water Area Transit, Operations Manager, 90 Buses
Transdev - Winston-Salem Transit Auth., General Manager, 90 Buses
Anaheim Transportation Network, Executive Director, 81 Buses
Antelope Valley Transit Authority, Director of Fleet & Facilities, 75 Buses
Paducah Transit Authority, Executive Director, 75 Buses
Wichita Transit, Maintenance Superintendent, 74 Buses
Arlington County Government, Asset Manager, 65 Buses
Howard County, MD, Administrator, 60 Buses
Knoxville Area Transit, Director of Transit/CEO, 60 Buses
City of Moorhead - MATBUS, Transit Manager, 54 Buses
Collier Area Transit, Director, 53 Buses
Yuba-Sutter Transit Authority, Program Manager, 51 Buses
Three Rivers, Director of Transportation, 50 Buses
Metropolitan Transit Authority of B.H.C., General Manager, 45 Buses
Fulton County Transit Authority, Assistant Director, 44 Buses
METRA Transit System, Director, 43 Buses
Pocatello Regional Transit, Public Transit Director, 43 Buses
Mason Transit Authority, Maintenance Manager, 42 Buses
Jefferson Parish, Director of Transit, 41 Buses
Natchez Transit System, Executive Director, 38 Buses
KHCGCC/City of Kokomo, Executive Director, 35 Buses
RiverCities Transit, Transit Manager, 32 Buses
Clemson Area Transit, Transit Supervisor, 31 Buses
Macatawa Area Express, Executive Director, 28 Buses
Allegan County Transportation, Executive Director of Services, 24 Buses

Jeff Hazen

From: Stuart Aizenberg <saizenberg@gbmsummits.com>
Sent: Tuesday, September 19, 2017 9:46 AM
To: Jeff Hazen
Subject: Your Transit Bus Summit Invitation - February 21-23 - Atlanta, GA
Attachments: Look Who's Attended TBS 2017.pdf; TBS18 Attendee Prospectus.pdf

Jeff, thanks for speaking with me. I hope you decide to join us at the Summit.

Please reply back when you get this so I know it got through to you.

This is going to be the 6th Transit Bus Summit and we've hosted more than 300 folks previously. Attached is some information on the Transit Bus Summit, specifically the list of agencies that I hosted earlier this year and a brochure that explains what we do and why it's different. Last February we had a great group of folks. I know you'd find a lot of value in joining us.

Here's a link to a video from the Summit that will give you more perspective. It's less than 3 minutes long: [Transit Bus Video](#).

We host all of our Directors, which means we cover airfare, hotel, meals and transportation in Atlanta, so there's no cost to you or your department. The Summit is February 21-23 which is a Wednesday – Friday. You could arrive Wednesday early afternoon and be out after lunch on Friday.

It would be my pleasure have you be one of the 50 folks we host. If you'd like to attend, all you would need to do is complete the short online form. We'll review your application and get back to you within 48 hours. Here's the link: [Transit Bus Application](#). It takes about 5 minutes to complete.

Three weeks before the Summit, we'll send out a list of all the agency folks coming, the suppliers and the round-table discussion topics. We'll ask you to rank them based upon your preferences such as what you'd like to talk about and who you'd like to have a discussion with. We'll use that information to create your custom agenda.

Here's the website: [Transit Bus Summit](#).

I will contact you Friday, if I've not heard from you, to see if you have any questions. Contact me at anytime.

Stuart Aizenberg, CEM-Emeritus

- Ordinance Enforcement Update

Things have been working well so far since security is gone. We haven't had to exclude anyone yet. The shelters at Safeway in Astoria have been problematic especially with one individual, but I've been in contact with him. They are our worst shelters as far as trash goes so I put in a couple of trashcans and they are working wonderfully!

- Bus Procurement Update

We will be discussing a joint application for bus replacements with the NW Connector partners. The TIGER grant requires a minimum request of \$1,000,000 for rural areas and there is not match requirement for this grant. It is highly competitive but they have a strong focus on regional connectivity so I think we can present a strong application. I plan on being aggressive and apply for 15 replacement buses that are beyond their useful life and potentially ask for a couple more of the Ford Transit vans and two more trolley buses.

- Driver Update

We have two new drivers hired out of the last round of applicants and they are currently going through training. This is a big help to us. We continue to seek out new drivers and are exploring additional recruitment websites to assist us. Stan Large, one of our long term drivers is retiring. His last day will be Friday, September 29th. I would encourage Board members, if they can, to try and catch up with Stan during the week to thank him for his service and dedication to the District. At his specific request, there will be no going away party for him and we will respect his wishes for that. When I get the driver schedule for next week, I will let you know what routes he is on so you can catch up with him.

-NRTAP and APTA Expo

Paul will be attending the National Rural and Tribal Assistance Program conference next month and I will be attending the American Public Transportation Association Expo in October.

Strategic Priorities Monthly Update (this month's updates in **red**):

2017-2019 SETD Strategic Plan

Priority One

□ Benchmark Services

- Ridership increases & Decreases **Goal = +15% YTD = +4.8%**
- On-time Performance **Goal = 95% Tracking not in place yet**
- Fleet reliability **Goal = Less than 10 breakdowns per 100,000 miles. Tracking not in place yet.**
- Employee Retention statistic **Goal = Less than 20% turnover. YTD = 7.5%**

- Develop a SETD specific emergency plan. **Safety committee tasked with updating current plans.**
 - SETD operational specific emergency operation plan
 - Medical emergencies
 - Accidents
 - Behavioral emergencies at facilities and on buses
 - Emergency contact and reporting requirements
 - Strategic county wide transportation plan that integrates into Clatsop County Emergency Plan.

- Complete a feasibility study including associated cost to include
 - Adding Columbia County services into SETD **In progress**
 - Increasing services **New transportation package will provide funding in 2019 to allow for additional services.**
 - Fixed routes
 - Para-transit
 - Dial-a-ride
 - RideCare
 - Improving System
 - Improved lighting at bus shelters **Operations researching. I will be meeting with vendors at the APTA Expo next month.**
 - Route on-time performances **RFQ going out this year for App**
 - Amenities **Added temporary trash cans at Safeway stops**
 - Technologies
 - Real-time bus tracking **Will be part of RFQ for App**
 - Website **Launched on 8/12/17**
 - Mobile apps **Will be part of RFQ for App**
 - E-fare **RFQ going out this year**
 - Credit cards **Credit cards now accepted at kiosk. Processed by Square**
 - Electronic charging stations
 - On-board wi-fi
 - Improve Appearance
 - Buses
 - Shelters **Now having Coast Rehabilitation Services cleaning shelters. They are only doing south county currently.**
 - Facilities **Major headway made at the Warrenton facility.**
 - Employees

Priority Two

- Increase employee recruitment and retention
 - Develop SETD succession plan **Operations Mgr. is also Deputy Executive Director.**

- Identify on-going training opportunities at all levels **Ongoing. Sending 3 Leadership Team members to intensive training with HR Answers this fall. This training is currently taking place and is yielding positive feedback on the training.**
- Update job descriptions
- Develop employee incentive programs
- Conduct market compensation reviews **Tami has begun the process**
- Employee rewards
 - Hats
 - Pins
 - Shirts

Priority Two (cont.)

- Increase District Relevancy
 - Greater awareness of the District Services
 - Who
 - What
 - When
 - Where
 - Accessibility
 - Information about all things SETD services
 - Create a positive culture **New leadership has made a positive difference.**
 - Define Sunset Empire Transportation District
 - Establish expectation
 - Raise the bar **Ongoing in all aspects of the business**

Priority Three

- Develop capital replacement Plan
 - Fleet **Replacement plan has been in place. 65% (15) of vehicles are beyond useful life. Application in for \$5339 for 3.**
 - Technology **In place**
 - Facilities
- Identify new funding opportunities
 - Review fares **In progress**
 - Seek public/private partnerships **Working with college.**
 - Volunteers
 - Analyze current non-emergency medical transportation services for potential increased or new revenue **Working with Clatsop Behavior Health and DHS on Developmental Disabilities transportation program.**
 - Continue to explore new Federal/State/Local grant opportunities **Unsuccessful with NO-Low grant for electric bus. Partnering with NW Connector partners to apply for TIGER grant for bus replacement.**
- Implement current budget process

Weekly Reports:

9/18/17

As you may recall, we began operating the streetcar during the weekdays on Route 21 in Cannon Beach on July 31st. Prior to this, Route 21 was struggling with ridership numbers and I'm pleased to report that from July 31st through 9/10, ridership is up 174% during that window. 2,259 riders this year vs 1,298 last year. Keep in mind that we had a couple of days where we didn't run the 21 because we were short on drivers so the increase would have been higher. We believe that having the streetcar made it much easier for riders to identify the difference between Route 21 and Route 20. We've also experienced a good increase on Route 20 during this time as well. Speaking of the streetcar, its ridership is currently up 20% over last year and we have a few weeks to go on it. We held another NW Transit Feasibility Study Advisory Committee next week and discussed the five options that have been identified. We will be whittling that down to three next month for the consultant to focus their efforts on. I've been working on the committee planning the bus rodeo that will occur in Pendleton on September 30th. Bronn will be competing in the rodeo representing SETD. This is such a great event, the drivers look forward to it each year because they take such pride in the work that they do. I got a call a couple of weeks ago from Mason Transit in Washington. They wanted to learn more about the process we went through for our long range comprehensive transportation plan. They are looking to do the same type of study and had heard great things from our process. It's kind of nice to be known in a positive way beyond the borders of Oregon! I had a nice meeting with Helen Westbrook a couple of weeks ago. Lylla had talked with her about the open seat on the Board. Helen was very complimentary about the District but in the end decided not to throw her name in the hat. I'm pleased to report that as of the time of this email, we have 4 applicants for the vacant seat. I'm very excited to see the interest so high! I am working with Clatsop Behavior Healthcare and DHS on potentially becoming a transportation provider for the Developmental Disabilities program. There are two programs that the individuals have, one for employment transportation and the other for other transportation needs such as going to the store or the movie theater and things of that sort. The clients are eligible for a combined total of \$850 a month for transportation needs. It was interesting meeting with the DHS team in Salem last week about the program. They call it the local match program. I was curious about that name and they explained it for me. Basically, we front 33% of the cost of the transportation each month. This is a federal program and the money is passed through DHS. When we are reimbursed from DHS each month or quarter, the reimbursement amount includes the 33% that we fronted. I think it's one of those bureaucratic things that we kind of tilt our heads at! Some of the individuals will be able to utilize fixed route service and I envision utilizing para-transit for the rest. We will have to make sure that we have the capacity to handle it. We still have many details to work out before we would jump into this. I will be meeting with Paul and Jason to talk more about this program and our ability to take it on. I talked with my counterparts from Rogue Valley Transportation District and Central Oregon Intergovernmental Council about the program and they both said that it works well for them. Jason, Tracy and I were in Portland last week to meet

with the team from the CCO about RideCare and our agreement. We shared our concerns about the RideCare finances and the need to address it in the agreement we have with them. The good news is that we have a great relationship with them and they are very willing to work with us on the issue. The bad news is that the state is going to be cutting the transportation rate to the CCO for next year. That rate will be delivered to the CCO next month and then we will meet again so we can strategize how to address our situation. Currently, if our expenses exceed our revenue from the CCO each quarter, the CCO reimburses us 50% of that loss. Conversely, if our revenue from the CCO exceeds our expenses, we reimburse the CCO 50% of the gain. In our meeting, I brought up that I would like to see that go to 100%. They brought up the model of asymmetrical risk where there would be performance measures developed and this would provide less loss and more gain. When we meet with them again in early November we will have more details on that model. Paul and I met with the president of the college and the dean of students to discuss the challenges that we face going into the college parking lot. They are going to make some adjustments in their parking areas to make sure that we are able to get in the parking lot without having to navigate around parked cars. We also talked about the potential for a pass program much like we have set up for the Job Corps center. I am going to discuss this further with the Board at the October 5th meeting. Chris Breitmeyer, the President of CCC, will be attending in order for the Board to have an opportunity to ask questions. We are also going to be looking at the potential for providing service to their MERTS campus but we won't have details for that in time for the Board meeting.

“The Bus” (Fixed Route) Highlights:

- **20,262 people** used fixed routes in August for an average of **653.6 riders per day**.
- **3.1% increase** in average passengers who rode fixed routes per day from last August (633.9 to **653.6**)
- **10.3 people per hour**, on average, got on any fixed route at any time that the bus runs in August. **1% increase** (10.2 to 10.3) from last August.
- **1.5% increase** in the ratio of elderly/disabled riders from last August (19.2 % to **19.5%**)

RideAssist Highlights:

- **926 rides** were provided by RideAssist in August for an average of **38.6 rides per day**.
- **36.2% increase** in average RideAssist passengers per day from last August (28.3 to **38.6**)
- **26.7 % increase** in all ADA Paratransit rides from last August (495 to **627**)

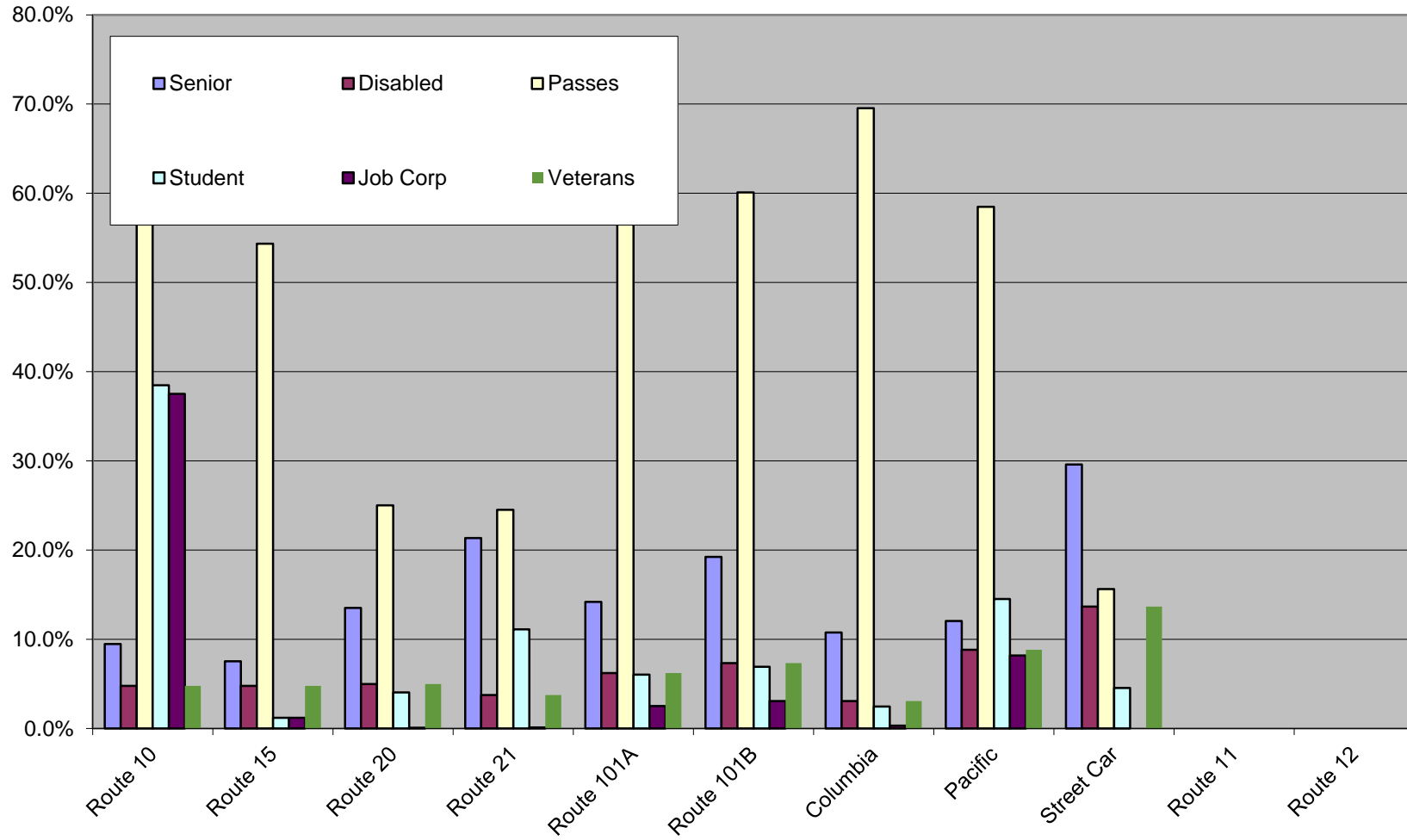
Clatsop Care Center Health District Highlights:

- **0 rides** were provided by SETD in August.

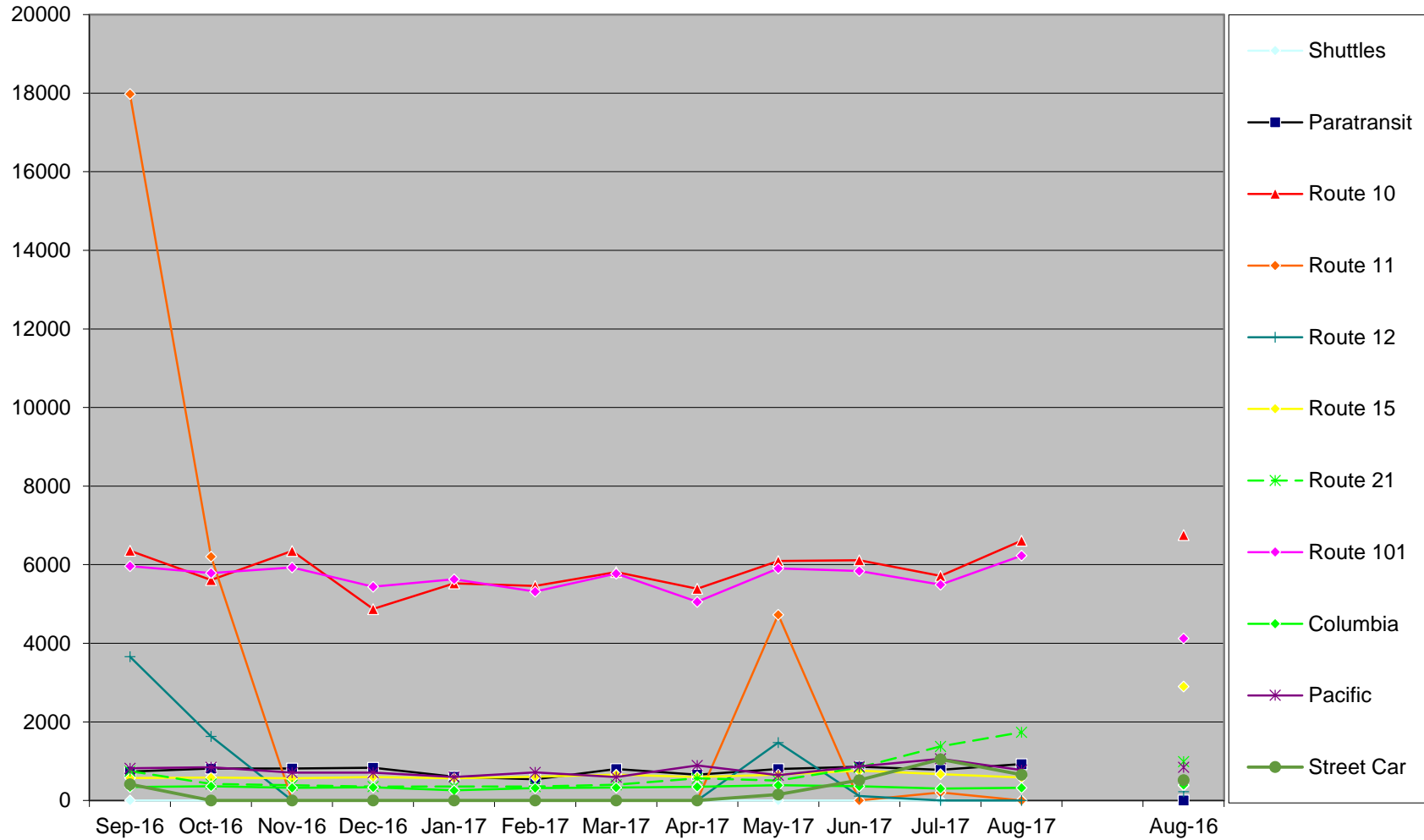
System Highlights:

- **21,188 people** used Sunset Empire Transportation in August for an average of **683.5 riders per day**.
- **4.2 % increase** in all average passengers per day from last August (655.8 to **683.5**)

Rider Breakdown by Route



SETD Rides



Operations Monthly Report
September Board Meeting Report
Paul Lewicki

We awarded the contract to purchase two Category B buses to Creative Bus Sales. We are working closely with their representative to encourage a timely delivery of the equipment. We anticipate six- to eight-month lead time.

We hired two full time bus drivers in September. Each comes with a valid CDL (commercial driver's license) with the required endorsements. They have completed their training on our equipment, and are already driving routes. Their addition to our ranks will help relieve some of the driver overtime we have had to incur in recent weeks.

We also hired two part time bus drivers. These new employees do not have their CDLs, but we will help them study to obtain their licenses and they will be trained by our own personnel. It may take four to six weeks before they will be able to run routes on their own.

We hired a mechanic's assistant to support the maintenance of our fleet and our facilities. This position helps the mechanic by running parts, performing simple maintenance and repair tasks, and pulling vaults when the buses return at the end of their shifts. This position provides vehicle support until 10:30 PM during the week, and all day on the weekends.

We spent the past couple of weeks working with Walmart, the developer and the contractors to oversee the construction of the bus pullout at the new Walmart site on Ensign Way. We will be installing the new shelter purchased for that location by the end of the year. Walmart to open in the Spring.

I traveled to Tillamook with Jeff to attend the NWOTA meeting held there recently. During that meeting, Cathy Bond, Tillamook's marketing person made a presentation to the group supporting the Fun Pass program. Two weeks after that meeting, Cathy travelled to Warrenton and made two presentations to SETD employees. Cathy presented creative ways to pitch the sale of the passes.

We met with the leadership and facilities folks at Clatsop Community College to discuss needs and concerns regarding providing service when the new semester starts this fall. Concerns about restricted roadways and severe speedbumps were discussed and resolutions addressed.

We ordered a replacement compressor for shop. It is due to be delivered on 9/27.

We are working on refurbishing the shelter and signage behind the cinema in Seaside in preparation for Northwest Point bus service to begin using the stop.

We are working with Day Wireless to relocate our repeater and reconfigure our radio system to give improved coverage, including Cannon Beach. Day Wireless projects a reduction in our monthly cost.

RIDE ASSIST
September Board Meeting Report
Jennifer Geisler

- In August, RideAssist had 926 rides for an average of 39 rides per day. There were 676 ADA, 79 escorts, 171 RideCare rides provided and 0 Dial-A-Ride.
- On August 14th I picked up the Community Transportation Association of the Northwest (CTANW) for a tour of the Warrenton SETD site, including the RideAssist and RideCare departments.
- I have finished the first set of online Paratransit Management Courses through EasterSeals. This is a two-year program that includes webinars and testing. The course covers many topics from the history of the disability movement, eligibility for ADA complementary Paratransit, financial management, appeals process, emergency preparedness and much more.

Paratransit Fares Collected for July

- Para-transit Fares: \$1204
- Dial-A-Ride \$0
- Tickets Collected: \$572
- Medicaid Collected: \$2851
- Ticket books sold: \$447
- Tips collected \$8

Marketing and Outreach
September 2017 Board Meeting Report
Mary Parker

Transportation Options- We have been working on set up and marketing for the Drive Less Connect Challenge. Matt is traveling to both Tillamook and Columbia County. We are distributing information to employers, hanging posters and informing people about how to participate.

Cannon Beach- The Streetcar in Cannon Beach continues to be very popular with visitors and ridership is doing very well.

Seaside- I distributed the rest of the Streetcar schedules and flyers in Seaside. Ridership has continued to be good but a little less than last year. Having car shows which line the street reduces the ability of the streetcar to travel down the regular routes so on those weekends we see a drop in ridership and sadly we are also at the end of our summer route services. As always we will continue to look at ways to improve and increase ridership on our summer routes.

Coasters- Matt and I have been focusing on distributing the SETD summer marketing coasters to many local breweries and pubs. We have had a lot of positive feedback and it is fun when you sit down and our coaster is on the table.

Training- I am continuing to go to Tongue Point every week for transit training during orientation of new students. The average class size is 15 students.

Community Outreach- I attended the “In Line” meeting this month and discussed the Veterans Enhanced Transportation program and the SETD Ticket Bank. In Line is made up of service organizations. Featured speaker was Marlin Martin from the CCA Regional Food Bank who did a presentation on the services and nutritional training provided to the local community. The food bank is providing a huge and needed service in our area. Marlin said they are at capacity and looking for assistance from the community. Seniors rely on this valuable addition of produce and other nutritional foods as so many do not receive enough social security to cover the cost of food. The food bank also served 7000 homeless in Clatsop County last year at their pantries. I will be presenting transit training class to the CCA staff in October.

SETD Ticket Bank- We have started distributing Ticket Bank applications in the community. This is a much appreciated service and will be of great assistance to many.

Human Resources
September Board Meeting Report
Tami Carlson

- Recruitment-
 - Transportation Options Program Specialist resulted in the hiring of Matthew Weintraub. Matthew comes to us from Cannon Beach and has strong marketing/outreach skills. He is an advocate for the bicycling community and was the Associate Region Director for the International Mountain Bicycling Association. Welcome Matt!
 - Mechanic Assistant resulted in the hiring of Jered Barnett. Jered has a background in construction and works for the Clatsop County parks department. He started August 23rd. Welcome Jered!
 - Driver recruitment resulted in several applicants. The interview process resulted in 2-4 potential drivers that SETD will offer help with CDL training. Most shared that they heard about the job opportunity via radio, signs on the buses and by word of mouth. Recruitment continues.
- Assisted Board Subcommittee with Executive Director's annual evaluation process.
- Other projects – Continued TECC data survey; prepared data for FTA/ODOT drug and alcohol audit, due 9/5/2017.

RideCare
September Board Meeting Report
Jason Jones

- Ride Care was back to its 10,000+ monthly call totals even with a very low call week caused by the week surround the eclipse and the Hood to Coast race. Ride Care was prepared for any level of affect from the eclipse and Hood to Coast but were happy that the even came and went with no major issues.
- Jason attended a brokerage retreat in early August where many valuable discussion items were on a packed agenda. We were also able to have a full day forum with the Oregon Health Authorities Ralph McGagrish. We discussed NO show and Last second member cancelations, member grievance policies, proper appointment verification procedures and various other items that focused on customer service and best practices in the Medical Transportation community.
- Jason attended the Joint CAP/Finance committee for the Columbia Pacific CCO and was again encouraged to see so may folks from different professions gather to debate on how to best serve their community of Medicaid members. Transportation was represented very well as the main reason I was asked to be on the committee was to keep Medical Transport from falling off the radar. Its working.
- Ride Care is in the middle of vacation season and have seen a few teammates enjoy time with family and travel. Jason will be on vacation in September.

What are the different types of transportation Ride Care uses?

The different types of vehicles that providers can use for NEMT transport to and from covered medical services include wheelchair vans, taxis, stretcher cars, and buses. In addition, providers can use other transportation determined appropriate by the brokerage. For example, other transportation options might include air transportation or a non-emergent ambulance.