

# nwCONNECTOR

## Coordinating Committee Meeting

April 13, 2018

Tillamook County Transportation District

3600 3<sup>rd</sup> St

Tillamook, OR

10:00 am—3:00 pm

### Teleconference Information

866/755-7677

Pin # 005939

### Agenda

10:00— 10:05a	1. Introductions. Welcome to Guests	Doug Pilant
10:05— 10:30a	2. Consent Calendar ( <b>Action Items</b> ) <ul style="list-style-type: none"> <li>✚ March 9, 2018 Meeting Minutes (attached)</li> <li>✚ March 2018 Financial Report</li> <li>✚ Ridership Tracking (March 2018)</li> </ul>	Doug Pilant
10:30— 11:00a	3. Draft 2018—2019 Budget	Doug Pilant
11:00— 12:00p	4. NWOTA Standing Items <ul style="list-style-type: none"> <li>✚ IGA</li> <li>✚ Marketing: NWOTA Newsletter, NW Oregon Events, Bicycle Website, Boomer ads</li> <li>✚ Signage</li> </ul>	Doug Pilant Mary McArthur Trillium
12:00— 12:30p	5. Lunch	
12:30— 1:00p	6. NWOTA Standing Items (cont)	
1:00— 2:00p	7. Other Business and Member Updates	All

### Attachments:

March 9, 2018 Meeting Minutes  
Amended and Restated IGA

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Mary McArthur at 503.228.5565 at least 48 hours prior to the meeting.

www.nwconnector.net



NW Oregon Transit Alliance (NWOTA)  
Coordinating Committee Meeting Minutes  
March 9, 2018  
Tillamook County Transportation District  
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees included:

- Cynda Bruce—Lincoln County Transportation
- Jeff Hazen—Sunset Empire Transit District
- Lee Lazaro—Benton County Transit
- Doug Pilant—Tillamook County Transportation
- Ryan Farncomb, Rafael Belloc, Adrianna Stanley—CH2M, now Jacobs
- Mark Barnard, Arla Miller, Ken Shonkwiler—ODOT
- Holly Kvalheim—Trillium

Welcome to Mark, new ODOT Regional Transit Coordinator for the southern half of Region 2

2. Consent Calendar: Unanimously approved. (JH/LL)

✚ February 8, 2018 Meeting Minutes

✚ February 2017 Financial Report—Doug reviewed. Only additions such last month's report include the transfers to cover reimbursement for the marketing and website expenses, and the expense of Cathy's driver training travel.

✚ 2017 Ridership Tracking—January report doesn't include Columbia County's numbers. Mary will coordinate with Chad. **Have 2015 and 2016 numbers from all partners except Columbia County, so will get a full report for the March meeting.**

3. STIP Transit Access Study

Consultants and ODOT went through concept designs for each of the proposed stops. Consultants will continue to work individually with the partners, with 30% design to be completed later this Summer.

4. NWOTA Standing Items

✚ IGA. Only two modifications: Fiscal Agent, and how assets are disbursed. Update whereases. Partner boards can adopt amendments by resolution.

✚ Signage. Doug had sign-maker draft a couple of concepts. Cynda just completed a number of new signs, so all she needs is the NW Connector logo information so that it can be added. SETD doesn't have a need for horizontal signs. Looking at moving toward square poles with holes with rivets. One option would be to look at how a NW Connector would look with formatting more like the Tri-Met signs.

✚ Travel Tillamook Ad. Doug handed out ad that is included in Travel Tillamook guide. Partners are color-coded. May be a good design for the bus signs.

✚ Marketing. Given the lack of marketing budget for the next 18 months, partners are looking to do more public information outreach. Mary provided a rough draft of potential events in the NW Connector region that might be candidates for requests to see if they would be interested in adding the NW Connector as a transportation resource to their event advertising. Partners agreed to review the list and make amendments.

Newsletter—Holly Kvalheim called into the meeting to discuss how the website might be used for additional outreach. If NWOTA is looking at partnering with local events and festivals, it might be good to make events more prominent on the webpage, with "Upcoming Events." ID event partners, contact info. Develop a press kit. Lee already partners with Amtrak, two for one

bus tickets. Packet includes voucher, trip information, schedule, NW Connector service. Develop a data base with both street and email list.

A newsletter could include what's new, promote specials. Mail Chimp has formatted newsletter that are sent electronically. Who would manage NW Connector Newsletter? NWOTA Administrator. Mary will reach out to travel partners, what events and what put into our newsletters.

Holly will put together an estimate to add to website: upcoming events to plan your trip, establishing a database on riders and potential riders, and newsletter template. Promoting events, specials, stories about rider trips, profiles, interesting stories about transit, eg, PSU work. Links to transit stories. Travel-related items. New services, eg, Swiftly. What's new section. Additional thoughts, email to [Holly@TrilliumTransit.com](mailto:Holly@TrilliumTransit.com)

Need to look at other options for digital advertising. Eg, if google something, will get multiple future ads for the same item. PSU could send out push ads to all of its students. Search on the bus, ride the NW Connector would show up.

Drive Oregon website. National RTAP.org

Mary will work coordinate with Tabatha, TCTD's finance person on how much funding may be available for marketing out of the current FY budget.

#### 5. Member Updates

- ✚ Sunset—Working on kicking off Swiftly. Less than \$20,000 to set up. Renewal runs around \$12,000 annually. Finished feasibility study on combining SETD and CCR, not feasible. Electric bus demo, doesn't have enough power to get up the hill to the college. Conversion bus, but old technology that doesn't work in this terrain. Found office and bus storage space in Seaside, savings on deadheading buses, but Board wasn't comfortable committing to it. March 24<sup>th</sup>, SETD turns 25<sup>th</sup>.
- ✚ Lincoln County—Finished Transit Development Plan. Now ready for STF. Will be updated HB2017 transit numbers coming up in the next month that can be used in the upcoming budget. Will start work on Swiftly for Lincoln County.
- ✚ Tillamook—Building retrofit done. Implemented new Dial-a-Ride scheduling software. Just signed a five-year lease with Tillamook Family Counseling to fill out the rest of the building.
- ✚ ODOT—Almost done selling the Valley Retriever buses.
- ✚ League of Women Voters can be a good intermediary for some non-English groups.

Recorded: Mary McArthur, Col-Pac EDD and NWOTA Staff

**AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT  
NORTHWEST OREGON TRANSIT ALLIANCE**

This Amended and Restated Intergovernmental Agreement, Northwest Oregon Transit Alliance, is between Columbia County, a political subdivision of the State of Oregon by and through Columbia County Rider Transportation, Benton County, Lincoln County Transportation Service District, Sunset Empire Transportation District, and Tillamook County Transportation District, all public entities organized and operating under Oregon law (parties).

**RECITALS**

WHEREAS, under the authority of ORS 190.010, the parties entered into an intergovernmental agreement in April, 2011 (“Original Agreement”), establishing a regional transit consortium known as the NW Oregon Transit Alliance (NWOTA) to increase coordination of services, create opportunities to collectively apply for grant funding, and operate public transit services within and connecting to each party's service areas; and

WHEREAS, working under the Original Agreement, the parties obtained a grant from the US Department of Energy (DOE) for the purpose of establishing connections and transportation links to each other's transit service areas, and providing a more coordinated service; and

WHEREAS, the Original Agreement identified Columbia County as the recipient of the DOE grant on behalf of NWOTA, for purposes of administering the grant and serving as fiscal agent for NWOTA during the life of the grant; and

WHEREAS, in August 2013, the DOE grant concluded, and Columbia County fulfilled its obligations to NWOTA and to DOE for the grant; and

WHEREAS, as contemplated in Section 3 of the Original Agreement, the parties desire to secure additional funding to continue to further develop the regional transit system and to amend the Original Agreement to redefine relationships; and

WHEREAS, other NWOTA members are willing to serve as the fiscal agent for NWOTA grants; and

WHEREAS, accordingly, the parties intend to amend the Original Agreement to remove references to the concluded DOE grant, establish a procedure for designating fiscal agents for future funding, and redefine other roles and responsibilities to reflect changes in the Alliance.

**AGREEMENT**

NOW, THEREFORE, the parties hereby agree, as follows:

**1. NWOTA Established.**

The Northwest Oregon Transit Alliance (NWOTA) is established as a regional committee, and each party is a member. NWOTA is not an entity and therefore has no authority to employ staff or enter into contracts.

**2. Definitions.**

For the purposes of this Agreement, the following definitions apply:

- A. “Coordinating Committee” means a subcommittee of the NWOTA that is composed of the transit director or other representative of each of the parties.
- B. “Coordinating Fiscal Entity” means the Fiscal Entity for this Agreement whose duties and responsibilities are described in Section \_\_, below.
- C. “Fiscal Entity” means the party that is established through a Memorandum of Agreement between the parties to receive funds for a specific grant or NWOTA Project. A Fiscal Entity is the party that is ultimately responsible for the procurement of goods and services for the NWOTA Project as well as meeting any grant required terms and conditions.
- D. “NWOTA Project” means a good, service, program or activity that is funded to carry out the purpose of this Agreement. Each NWOTA Project must have a Fiscal Entity.
- E. “Parties” means the parties to this Agreement, specifically: Columbia County, Benton County, Lincoln County Transportation Service District, Sunset Empire Transportation District, and Tillamook County Transportation District.

**3. Purpose.**

NWOTA is formed to foster collaboration between the parties for the coordination of public transit services, connection of transit service areas, and the provision of cost effective transit services within the territory served by the NWOTA parties. These collaborative efforts include:

- A. Promoting public transportation and the Connector system throughout NWOTA service areas;
- B. Working cooperatively with the other NWOTA parties to pursue grant funding, coordinate services and generally increase the visibility and viability of public transportation throughout the region through collaborative grant writing and marketing efforts;
- C. Coordinating equipment and services associated with the interconnection of party service areas; and
- D. Developing internal expertise, including personnel, to share among the parties.

**4. Coordinating Fiscal Entity.**

Through this Agreement, a Fiscal Entity shall be established to provide for the general coordination of NWOTA parties and projects. This Fiscal Entity shall be called the Coordinating Fiscal Entity (CFE). Tillamook County shall serve as the CFE for this Agreement.

- A. Authority of the CFE. The CFE shall have the authority to perform the following functions, provided such functions serve the Purpose of this Agreement and receive unanimous approval of the NWOTA parties:
  - 1) Employ staff and enter into contracts;
  - 2) Apply for grant funding and enter into grant agreements;
  - 3) Manage the administrative budget and other fiscal matters relating to NWOTA project administration and coordination;
  - 4) Rent office space; and
  - 5) Purchase office equipment and supplies.
- B. Funding the CFE. The CFE shall be funded, as follows:

- 1) Each party shall contribute financially to support the general administrative needs of the CFE in carrying out its duties and responsibilities under this Agreement, as follows:
  - a. Each party shall pay a proportional share of the CFE's adopted administrative budget for NWOTA coordination, as well as any special assessment, as approved by the parties.
  - b. A party may contribute less than a proportional share if approved by all parties to this Agreement.
- 2) This Agreement is subject to the appropriation of funds by each party, and/or the receipt of funds from state and federal sources. In the event sufficient funds shall not be appropriated, and/or received, by a party for payment required to be paid under this Agreement, then that party may withdraw from NWOTA in accordance with Section 11 of this Agreement.
- 3) The CFE shall also be funded through grants received for NWOTA Projects. The parties agree that all significant decisions regarding grants, funding, or administration for NWOTA Projects shall be discussed and decided upon unanimously by all affected parties prior to any action by the CFE.

C. Administrative Budget. Unless otherwise agreed to in writing by all parties (such as through a Memorandum of Agreement, as described in Section 5, below), the CFE shall be the recipient for all funding for NWOTA Projects and shall be responsible for administering the funds. The CFE shall administer the funds for NWOTA Projects, as follows:

- 1) The CFE shall propose an annual administrative budget, which shall be approved by unanimous vote of the NWOTA parties. The administrative budget must be submitted to the parties for approval no later than February for the following budget year.
- 2) The CFE may make minor budget changes for administrative purposes to grants and other funds, as well as adjusting the NWOTA administrative budget to reflect those changes, up to an amount not to exceed ten percent (10%) of the total grant budget or ten percent (10%) of a service contract. The CFE shall communicate those changes to all other parties at the next meeting of the parties through a monthly budget report. Changes in excess of ten percent (10%) must be approved in advance by unanimous vote of all parties.
- 3) All requests for reimbursement from NWOTA grant awards or other funds shall be sent to the CFE. The CFE will respond to such requests by issuing reimbursements in accordance with approved budgets, schedules and other applicable requirements associated with NWOTA's receipt of the funds.
- 4) If disbursed grant funds must be returned to a grantor, the parties who received those funds must pay such funds to the CFE within 30 days of written notice for return to the grantor.

D. Compliance with Agreements and Regulations. The CFE shall perform its duties and responsibilities in compliance with all applicable terms and conditions of NWOTA Project-related grant agreements and applicable state and local laws, including without limitation, public records law, local budget law, public contracting laws, Oregon government ethics law, and workers' compensation law.

**5. Funding and Administration of NWOTA Projects.**

The procedure for establishing the parties' duties and obligations with respect to any funding received for NWOTA Projects shall be as follows:

- A. For a project to qualify as an NWOTA Project, it must have the unanimous support of the parties;
- B. Prior to seeking grant funding for an NWOTA Project, the parties shall, by unanimous vote of the full Coordinating Committee:
  - 1) Identify a Fiscal Entity for the project; and
  - 2) Develop a project budget.
- C. Once a grant is awarded for an NWOTA Project, the parties shall use a Memorandum of Agreement to formally establish the Fiscal Entity for the particular NWOTA Project and set forth each party's duties and obligations; and
- D. The Fiscal Entity shall only change the budget for an NWOTA Project following a unanimous vote in support of such change from all parties.

**6. Coordinating Committee (CC)**

A Coordinating Committee (CC) shall be established to oversee NWOTA Projects, as follows:

- A. The CC shall consist of the transit director or other representative of each of the parties.
- B. The CC shall be responsible for:
  - 1) Determining the parties' duties and obligations for each grant awarded, which shall be memorialized in a Memorandum of Agreement approved by the parties.
  - 2) Reviewing and coordinating the tasks associated with grant agreements;
  - 3) Reviewing grant budgets and making recommendations to the CFE and parties' governing bodies regarding an annual budget and other fiscal documents relating to NWOTA Projects;
  - 4) Overseeing operations relating to NWOTA Projects, including:
    - a. Overseeing the management of grant budgets and other fiscal matters relating to NWOTA Projects.
    - b. Reviewing updates regarding operations of NWOTA project administration.
    - c. Advising the CFE on the hiring and management of administrative staff funded under a grant or annual administrative contribution.
    - d. Ensuring that all procurements and contracts comply with all applicable federal, state and local laws and regulations and with all terms and conditions associated with grant funding.
    - e. Ensuring that contracts and other documents creating liability for NWOTA parties are reviewed by legal counsel, which shall be the legal counsel for the CFE, as described above, unless the parties determine a wider review is necessary.
    - f. Ensuring that no actions take place within or affecting a party's jurisdiction without that party's consent.
- C. A majority of the CC members constitutes a quorum at any special or regular meeting.
- D. The CC may adopt rules governing its procedures, including the time and place of its regular meetings, and a procedure for calling special meetings.
- E. Any decisions of the CC that create legally binding duties or obligations for the NWOTA parties must be approved by the parties.

- F. The CC shall comply with the requirements of Oregon laws, including without limitation, the Public Meetings Law, Public Records Law, Local Budget Law, public contracting laws, the Oregon Government Ethics laws, and workers' compensation laws of the State of Oregon.

## **7. Administrative Reimbursement**

In the event that grants received for NWOTA Projects include an allowable administrative expense component, the CFE or other Fiscal Entity as established by Memorandum of Agreement by the parties shall be entitled to receive said administrative reimbursement to offset its cost of administering the grant(s). Any administrative reimbursement shall not exceed ten percent (10%) of the total grant amount.

## **8. Remedies**

If there is a legal action to enforce this agreement, every party is responsible for its own costs and fees, including attorney fees. No party is entitled to recover attorney fees from another party, including any fees and costs incurred in an appeal.

## **9. Liability and Indemnification**

To the extent allowed by Oregon law, each party is responsible for the consequences of any wrongful acts of their employees or agents that affect any other party or a person not a party to this agreement. Each party will release, defend, indemnify and hold harmless each other party, including its officers, employees and agents against all claims, demands, legal actions (including all attorney fees and costs) arising from this agreement where the loss or claim is attributable to the acts or omissions of that party.

## **10. Amendments**

This agreement may be amended at any time upon the written agreement of all parties. New parties to NWOTA will join through an amendment to this Agreement.

## **11. Ownership, Duration, Withdrawal and Termination**

- A. Ownership. Each item purchased grant funding becomes the property of the party who made the purchase. Each partner owns the NWOTA website code in its entirety jointly and severally.
- B. Duration. This Agreement will continue until June 30, 2016 and automatically renew annually thereafter, unless terminated as set forth below.
- C. Withdrawal.
- 1) A party may withdraw from the NWOTA by giving at least 120 days written notice of its intent to withdraw to the CC Chair. The written notification (not email) must include a transition plan developed by the withdrawing party. The transition plan must include: 1) an inventory listing each NWOTA related interconnection to address prior to withdrawal, 2) a written summary of a meeting with the CFE to review withdrawal requirements including compliance with grant and financial requirements, and 3) a timeline for withdrawing based on that meeting.
  - 2) A party may withdraw while still a party to an NWOTA funding contract or grant; however, obligations incurred under this Agreement or any subsequent amendment or Memorandum of Agreement, shall survive termination. The withdrawing party will not be liable for any liabilities, including grant and other

fiscal responsibilities, occurring after the withdrawal letter is accepted in writing by the parties.

- 3) Upon approval of a transition plan and a party's withdrawal, the former party has no financial obligations to NWOTA parties, but must return any disbursed grant funds required to be returned by a grant agreement.
  - 4) A party may withdraw from the NWOTA without 120-day written notice as provided above only with the consent of all remaining parties.
- D. Termination. The NWOTA and this agreement may be terminated with the written consent of all parties.

**12. Severability**

The terms of this agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter that results in the invalidity of any part does not affect the remainder of the agreement.

**13. Interpretation**

The terms and conditions of this agreement will be liberally construed under Oregon law in accordance with the general purposes of the agreement.

**14. No Third Party Beneficiaries**

The parties 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, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**15. Effective Date**

This agreement takes effect upon its approval by the governing bodies of all parties and the authorized signatures of party officials.

**16.** This Agreement may be executed in one or more counterparts, each is deemed an original, and they are all the same Agreement.

APPROVED AND SIGNED by the appropriate officers authorized to execute this agreement on behalf of the governing body of each party:

**SIGNATURE PAGE TO FOLLOW**

**COLUMBIA COUNTY:**

\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Commissioner

Dated:

\_\_\_\_\_  
County Counsel  
APPROVED AS TO FORM

**BENTON COUNTY:**

\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Commissioner

Dated:

\_\_\_\_\_  
County Counsel  
APPROVED AS TO FORM

**LINCOLN COUNTY:**

\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Commissioner  
\_\_\_\_\_  
Commissioner

Dated:

\_\_\_\_\_  
County Counsel  
APPROVED AS TO FORM

**SUNSENT EMPIRE TRANSIT DISTRICT:**

\_\_\_\_\_  
Board Chair

Dated:

\_\_\_\_\_  
General Counsel  
APPROVED AS TO FORM

**TILLAMOOK TRANSPORTATION DISTRICT:**

\_\_\_\_\_  
General Manager

Dated:

\_\_\_\_\_  
General Counsel  
APPROVED AS TO FORM