

nwCONNECTOR

Coordinating Committee **Zoom** Meeting

February 19, 2021
 Tillamook County Transportation District
 3600 3rd St
 Tillamook, OR
 10:00 am—12:00 pm

Join Zoom Meeting:

<https://us02web.zoom.us/j/88641922102>

1 253 215 8782

Meeting ID: 886 4192 2102

Agenda

10:00— 10:05a	1. Introductions. Welcome to guests.	Doug Pilant
10:05— 10:15a	2. Consent Calendar (Action Items) <ul style="list-style-type: none"> ▪ January 15, 2021 Meeting Minutes (Attached) ▪ January 2021 Financial Report ▪ Ridership Tracking ▪ Calculating Average Passenger Miles Update ▪ Updating NWConnector Performance Measures 	Doug Pilant/All
10:15— 10:30a	3. NWOTA Standing Items <ul style="list-style-type: none"> ▪ IGA Distribution (Attached) ▪ Marketing: <ul style="list-style-type: none"> – Visitor Pass/Map update – NWConnector Information Card 📌 Website <ul style="list-style-type: none"> – Updates 	Doug Pilant/All
10:30— 10:45a	4. E-Ticketing <ul style="list-style-type: none"> ▪ Updates 	Doug Pilant/All
10:45— 11:00a	5. RidePal <ul style="list-style-type: none"> 📌 SETD Information/Discussion 	Jeff Hazen/Jason
11:00— 11:05a	6. STIF—Discretionary Application Update	Arla Miller
11:05— 11:150a	7. COVID-19 Transit/NW Connector Updates <ul style="list-style-type: none"> 📌 Sanitizer System Purchase Update 	Doug Pilant
11:15— 12:00p	8. Other Business and Member Updates	All

www.nwconnector.org



Attachments:

January 15, 2021 Meeting Minutes
NWOTA IGA

January Finance Report

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 503.397-3099 at least 48 hours prior to the meeting.

NW Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes (via Zoom)
January 15, 2020
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees included:
 - John Dreeszen—Columbia County Rider
 - Brad Dillingham—Benton Area Transit
 - Paul Lewicki—Sunset Empire Transportation District
 - Doug Pilant, Hailey Fields—Tillamook County Transportation District
 - Cynda Bruce—Lincoln County Transit
 - Arla Miller—ODOT
 - Heather DeSart—NW Oregon Workforce Investment Board
 - Juliet Eldred, Chris Perry—Trillium Transit
 - Ayreann Colombo, Mary McArthur—Col-Pac EDD
2. Consent Calendar: Unanimously approved. (PL/CB)
 - December 11, 2020 Meeting Minutes—One typo in the last sentence of the first paragraph of Item 3—“important” needs to be capitalized.
 - December 2020 Financial Report—Only changes were expenditures for the quarterly administrative support and for website trip planner project.
 - Ridership Performance Report—CCR: More than half of the working residents in Columbia County work outside the County, and those are high risk counties where workers are working from home. 50% of former traffic. Dial-a-Ride and medical rides are steady now, but have excess capacity. Inter-community routes very little ridership. BAT—Coast to Valley, across the board struggling. One to two passengers a trip. Adair route is a shorter distance, more commuter oriented, but still way down. 60—80% from before. Lincoln County—Dial-a-Ride serves a population that doesn’t want/can’t be around people safely. When medical facilities are open they take public transit. SETD—See impact on ridership every time county goes to extreme risk. Were off to a great start on the Hwy 30 route before the pandemic. Trend is going up slightly. Local routes languishing, waiting for something new to happen. TCTD has similar trends. Dial-a-Ride is only down 25% due to using vans for overflow when buses reach maximum capacity. The Town Loop and Route 3 are the only routes that reach capacity.
 - Calculating Average Passenger Miles Progress—Still need to get average passenger miles from the partners before Carole will be able to update.
3. NWOTA Standing Items:
 - IGA—TTCO Will be getting signature page to Mary, and Mary will provide the partners with a full IGA with all the signed signature pages.
 - Marketing—Waiting for an updated version of the visitor pass and map from Selena. Once get that can put together the information card with the QR code and policy links. TCTD has started a public feedback survey, including encouraging riders to use the Transit App which pushes notices to users to complete the survey. Using paid Facebook ads to encourage to take the survey. Drivers hand out a QR code for the survey download. TCTD rider survey information has been segregated from other districts. This type of survey work can also be done system wide on

all NWConnector routes where riders are using Transit App. This technology can be used to do brand analysis, brand awareness of the public's understanding of the NWConnector. A lot cleaner and a lot less work than drivers handing out paper surveys.

- Getting OXO signs off—Taken off the website. John will look for the new fiberglass signs that were provided to CCR. Doug may have some excess inventory he can share. Brad—Working on BAT system signs that will eventually be coordinated with the NWConnector signs. May have lost some signs at Chinook Winds in the last windstorm. Cynda has one OXO sign still up in Newport. Brad will remove a large one at the hospital. Tillamook has updated all of theirs. Sunset still has a couple remaining OXO but in the middle of taking them down.
- Website—Ride Connection was added to the GTFS system which connects with both TCTD and CCR.
- Bicycle—Have new policy approved, awaiting a new video to be done this Spring before posting the policy on the website.
- Service Alerts—TCTD posted service alerts on the NWConnector website during the recent flooding but discovered the alerts did not show up on the Transit app. Chris said users should use alerts through the GTFS manager rather than through the website. Chris can set up a tutorial to train staff.

4. Social Media Marketing/Online Ticketing

Multiple technologies to do ticketing. A couple of partners have already started looking at their own online ticketing. (February meeting agenda item)

5. Open Street Map—Adding first/last access points to the NWConnector website. These would include shortcuts, local paths. Chris is adding some NWConnector branding to the website report due to ODOT, including this new way to enhance the NWConnector platform. Current website project budget will have approximately \$20,000 left to do trip planner enhancements. Partners concurred on having Trillium adding as many new access routes/paths to the Trip Planner as can be identified. Partners will get a list of the first/last mile providers and known pathways to bus stops.

6. STIF—Discretionary Application Update STIF Discretionary Application Update—Doug and Jeff did a joint presentation at the NWACT meeting. Mary reviewed the NWACT write-up (attached). Arla: Way oversubscribed. 70 applications totaling over \$39 million for \$19 million in funding. Will require a minimum 20% match. Priority will likely be operations. Will try to get as many funded as possible.

7. COVID Transit/NWConnector Updates

Sanitizer—Doug will get the new RFP out next month.

8. Other Business and Partner Updates

- SETD—Difficult to run the Portland route with older equipment that has malfunctions at a distance. Have had great support at Amtrak when the equipment breaks down.
- BAT—Finalizing new stop signs, bus wraps, only a couple of weeks out of implementing. Very exciting. Hoping to get the Coast to Valley expansion started on July 1. STIF Advisory Committee approved projects, going to Board next week.
- Lincoln County—Thanks to all for the partners for working to make all the days of operation consistent across the system. Thanks for the partners flexibility. Are going to be adding a midday run on the Coast to Valley route. Will be working with Brad on some early marketing, to let the public know it will be coming. Expecting 5 Category C buses to be delivered soon. Buses are currently in Portland getting set up for service. Two are designated for Coast to Valley Express run. Working on getting STIF applications reviewed by the Committee.

- CCR—This time of year is typically challenging due to the lack of local funding as go into budget season. Probably will still need to do some cutbacks. Options are to surgically cut, or do significant cutbacks and then look at a new rebuild of the operations.
- TCTD—Worked on STIF, fare analysis for July 1 implementation. IVR technology for Ecolane adding for Dial-A-Ride notifications/prompts. Working with Tillamook County Emergency Management to get drivers vaccinations started next week. Budget season is here and getting organized to start the process. The District will continue all STIF funding projects. Investment in holiday service of providing service on Memorial, Independence, and Labor days turned out to have great ridership. This was a great return for the District.
- Arla—Thanks for moving the date of the meeting.

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

DRAFT

STIF Discretionary and Statewide Transit Network Fund Programs 2021-23

ACT Review Form

Instructions:

Select your ACT name from the below dropdown. Once selected, a new section will populate with a dropdown that lists the projects assigned to your ACT for review. Select the project you wish to review. If you have multiple projects to review, select the "Add Project" button to create another project review section. Select "Submit" after reviewing all assigned projects. Alternatively, you may attach a copy of the ACT's meeting minutes where it discussed the projects relevant to its area of responsibility.

ACT Contact Name

Mary McArthur

ACT Contact Email

mbmcarthur@nworegon.org

ACT

Northwest ACT

STIF Discretionary Project Review

Project 1

Northwest Project List

Sunset Empire TD - Lower Columbia Connector

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. This route is the only direct transit service from Portland to Astoria along Hwy 30. When implemented, the route was a collaborative effort of SETD and Columbia County Rider to provide one bus transit travel through both counties. Prior to the pandemic, ridership was up over 50% on this route once it became a one bus trip. The route also interlines with both Greyhound and Amtrak providing seamless car-free tourism travel to the Oregon Coast.

Optional Document Upload

Project 2

Northwest Project List

Tillamook County TD - Coastliner - Tillamook to Portland Intercity Service

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. In addition to providing the only direct public transit from Tillamook to Portland, this route is now providing increased service for residents in west Washington County. Public outreach surveys indicate interest and need for an additional daily round trip. Planning is underway to add local Washington County transit providers first/last mile access to the Coastliner to the NWConnector website Trip Planner.

Optional Document Upload

Project 3

Northwest Project List

Tillamook County TD - TCTD Route 60X: Coastal Connector - Lincoln City-Grand Ronde-Salem

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. In addition to providing the only direct public transit from Lincoln City to Salem, this route is a partnership with the Confederated Tribes of the Grand Ronde and the Siletz, which provide the local match. This route provides the tribes with transportation access to work both in their casino and workplaces in Lincoln City and Salem. This project is a partnership with Lincoln County and ODOT, and connects with Yamhill County Transit at Grand Ronde.

Optional Document Upload

Project 4

Northwest Project List

Tillamook County TD - NWConnector Transit Access Project: Phase 2 -- Construction

Do you have feedback about the reviewed project that the Oregon Transportation Commission should consider in making their final determination? ACTs may include funding recommendations for specific projects or prioritize projects, if desired.

NWACT supports this project. These stops are three top-ranked ready-to-proceed projects from the Phase 1 Design and Engineering Transit Access Study. Each represents a central hub within their respective county for transit travel to work, medical appointments, retail shopping and/or recreation. Increasing safe access to the NWConnector transit system is critical for addressing long-term traffic congestion on the Coast and foundational for sustaining the North Coast's public transportation.

Optional Document Upload

Tillamook County Transportation District
Financial Statement

From 1/1/2021 Through 1/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	58%
Resources						
Working Capital	0.00	0.00	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	10,500.00	0.00	31,500.00	42,000.00	(10,500.00)	75.00%
Transfer From General Fund	0.00	0.00	12,000.00	12,000.00	0.00	100.00%
Transfer from STIF Fund	0.00	0.00	0.00	64,000.00	(64,000.00)	0.00%
Total Resources	<u>10,500.00</u>	<u>0.00</u>	<u>43,500.00</u>	<u>198,000.00</u>	<u>(154,500.00)</u>	<u>21.97%</u>
Expenses						
Materials and Services						
Professional Services	0.00	437.50	227.20	5,250.00	5,022.80	4.32%
Administrative Support	0.00	2,083.33	10,462.50	25,000.00	14,537.50	41.85%
Website Maintenance	0.00	625.00	0.00	7,500.00	7,500.00	0.00%
Marketing	0.00	2,916.67	0.00	35,000.00	35,000.00	0.00%
Website Re-Design	0.00	6,250.00	27,955.00	75,000.00	47,045.00	37.27%
Transit Access Project	0.00	0.00	2,487.83	0.00	(2,487.83)	0.00%
Travel & Training	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Total Materials and Services	<u>0.00</u>	<u>12,729.17</u>	<u>41,132.53</u>	<u>152,750.00</u>	<u>111,617.47</u>	<u>26.93%</u>
Transfers						
Transfer to General Fund	0.00	0.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	42,250.00	42,250.00	0.00%
Total Transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>45,250.00</u>	<u>45,250.00</u>	<u>0.00%</u>
Total Expenses	<u>0.00</u>	<u>12,729.17</u>	<u>41,132.53</u>	<u>198,000.00</u>	<u>156,867.47</u>	<u>20.77%</u>

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

This Amended and Restated Intergovernmental Agreement, Northwest Oregon Transit Alliance is between Columbia County (“Agreement”), 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 (collectively, “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 4, 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 NWOTA Projects. This Fiscal Entity shall be called the Coordinating Fiscal Entity (CFE). Tillamook County Transportation District 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 the indemnifying 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 with NWOTA 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, 2019, 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.

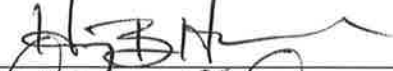
15. Effective Date


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:

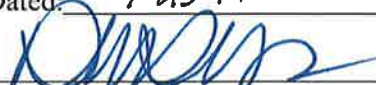
COLUMBLA COUNTY:



Commissioner


Commissioner


Commissioner

Dated: 1-23-16


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

SUNSET EMPIRE TRANSPORTATON DISTRICT:

Board Chair

Dated: _____

District Counsel
APPROVED AS TO FORM

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Board Chair

Dated: _____

District Counsel
APPROVED AS TO FORM

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

COLUMBLA COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

BENTON COUNTY:

Dated: July 21, 2020

Pat Malone

Pat Malone, Chair

Vance M. Croney

Vance M. Croney, County Counsel
APPROVED AS TO FORM

Xanthippe Augerot

Xanthippe Augerot, Commissioner.

Annabelle Jaramillo

Annabelle Jaramillo, Commissioner

LINCOLN COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

District Counsel
APPROVED AS TO FORM

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

District Counsel
APPROVED AS TO FORM

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

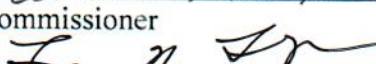
Commissioner

Dated: _____
County Counsel
APPROVED AS TO FORM

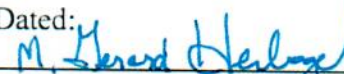
LINCOLN COUNTY:



Commissioner


Commissioner


Commissioner

Dated: 

Assistant County Counsel
APPROVED AS TO FORM

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Board Chair

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

General Manager

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

COLUMBLA COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

BENTON COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

LINCOLN COUNTY:

Dated: _____

Commissioner

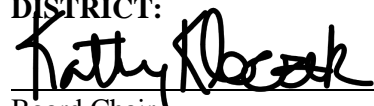
County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Dated: 1/24/19



Board Chair

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

County Counsel
APPROVED AS TO FORM

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

COLUMBLA COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

BENTON COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

LINCOLN COUNTY:

Dated: _____

Commissioner

County Counsel
APPROVED AS TO FORM

Commissioner

Commissioner

SUNSET EMPIRE TRANSPORTATION DISTRICT:

Dated: _____

Board Chair

District Counsel
APPROVED AS TO FORM

TILLAMOOK COUNTY TRANSPORTATION DISTRICT:

Dated: _____



Board Chair

District Counsel
APPROVED AS TO FORM