



Sunset Empire Transportation District
BOARD OF COMMISSIONERS
BOARD ZOOM MEETING AGENDA
THURSDAY JUNE 24, 2021
9:00 AM

<https://us02web.zoom.us/j/84203959772>

1-877-853-5247

AGENDA:

1. CALL TO ORDER
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3-minute limit)
5. APPROVAL OF MAY BOARD MEETING MINUTES
6. FINANCIAL REPORTS
 - a. MAY 2021
7. REPORTS FROM CHAIR AND COMMISSIONERS
8. FISCAL YEAR 2021-2022 BUDGET HEARING
9. CONTINUED BUSINESS
 - a. ROUTE CHANGES
 - b. TOKEN TRANSIT TRAINING
10. NEW BUSINESS
 - a. TRANSPORTATION ADVISORY COMMITTEE APPOINTMENTS
 - b. ODOT AGREEMENTS APPROVAL
 - i. ODOT AGREEMENT 35316 §5305 MARKETING PLANNING APPROVAL
 - ii. ODOT AGREEMENT 34997 §5311 OPERATIONS APPROVAL
 - iii. ODOT AGREEMENT 35192 §5310 MOBILITY MANAGEMENT APPROVAL
 - iv. ODOT AGREEMENT 34962 SPECIAL TRANSPORTATION FUND APPROVAL
 - c. ODOT AGREEMENT 34377 RURAL VETERANS HEALTHCARE TRANSPORTATION AMENDMENT
 - d. CLATSOP COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN ADOPTION
11. CORRESPONDENCE
12. EXECUTIVE DIRECTOR REPORT
13. LEADERSHIP TEAM REPORTS
14. ADJOURNMENT

Thomas Peterson

Public Comments

Other Questions and Comments

1. The new Lower Columbia Connector service has displaced a vital local service in east County. I am aware of a number of resilient riders who make impractical accommodations for themselves, such as overnight camping, and expensive taxi fares in order to shop and maintain employment. On the existing schedule, a resident of Knappa can access Astoria for only three hours within a day, highlighting an urgent need for an earlier arrival from east county. What is the status of the previously mentioned East County shuttle? A single early morning run to Westport (or Rainier) and back might adequately fill in this gap.

2. How is SETD funded? Oregon is liberal with its allocated State Transit Funds and Improvement Funds. I am interested to learn how you have put this money to work in Clatsop County.

3. What priority do you assign the purchasing of new vehicles for the fleet? The aging equipment appears to be causing increasing troubles for riders and operators alike. Broken chair lifts, cracked windows, stuck doors, and of course, engine failures are disrupting rides on the daily. It is also becoming increasingly urgent that more low-floor buses, standard across most transit agencies today, enter service.

Thank you for your time in reading these comments. I look forward to further correspondence, and I am very glad to use public transit in Astoria.



**Sunset Empire Transportation District
Board of Commissioners
May 27, 2021
Draft Board Zoom Meeting Minutes**

1. CALL TO ORDER - Chair Tamra Taylor called the meeting to order at 9:00 AM.

2. ROLL CALL:

Present: Chair Tamra Taylor, Vice Chair Tracy MacDonald, Secretary/Treasurer, Pamela Alegria, Commissioner Charles Withers, Commissioner Diana Nino, Commissioner Debbie Boothe-Schmidt and Commissioner Rebecca Read

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Financial Officer Kelly Smith, Executive Assistant Mary Parker, Transportation Options Specialist Kathy Kleczek, Human Resources Manager Sue Farmer, Mobility Manager Jason Jones

3. CHANGES TO AGENDA- None

4. PUBLIC COMMENT (3 minutes)- None

5. APPROVAL OF THE MARCH AND APRIL 2021 BOARD MEETING MINUTES-

Chair Taylor explained that the March 2021 Board Minutes were not included in the April 2021 Board pack but were approved by the Board during the meeting. Both the March and April Board minutes are included in the May Board pack for approval.

Commissioner Withers moved to approve the March and April 2021 Board Meeting Minutes

Commissioner MacDonald seconded the motion.

Discussion-Commissioner Read stated that as a point of order staff should be listed in the minutes with title first, then name and last name after that. Commissioner Nino said that tough was misspelled on page 3 of the April minutes.

Roll Call Vote:

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino	
Aye	x	x	x	x	x	x	x	7
Nay								0

7-Aye 0-Nay

Motion passed.

6. FINANCIAL REPORTS-

Financial Officer Kelli Smith asked if there were any questions. Commission Alegria said she had asked what accounts conversion means. Smith said it is showing what was there when we converted from the previous accounting program to the new software. Alegria asked why this was in brackets. Smith said she will have to check and get back to her.

Commissioner Alegria moved to accept the April 2021 Financial Reports and that Smith will check out the AR/AP conversion

Commissioner Boothe-Schmidt seconded the motion.

Discussion- None

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino	
Aye	x	x	x	x	x	x	x	7
Nay								0

7-Aye- 0-Nay-
Motion passed.

7. REPORTS FROM CHAIR AND COMMISSIONERS-

- a. Chair Taylor- Congratulated those that had ran for election and won.
- b. Commissioner MacDonald- Complemented all those in the Budget process. We did a phenomenal job in a short time. MacDonald said when he worked at Medix we would do special transports which were very expensive but something to think about when thinking about safety and liability.
- c. Commissioner Alegria-Nothing to report.
- d. Commissioner Withers- Nothing to report.
- e. Commissioner Boothe-Schmidt- Nothing to report.
- f. Commissioner Nino- Reported she was happy to have participated in the election and is very thankful for every vote. Thank you.
- g. Commissioner Read- Reported that she had brought to the attention of Chair Taylor and Executive Director Hazen that in her capacity as a Board Commissioner people come to her with their ideas and questions and as she also serves in the Public Safety Coordinating Council, and she has become aware that there are pretrial defendants and parolees that live in outlying areas like Hamlet and Vernonia that are transportation challenged. Read has gathered information about this with Public Defender Kirk Wintermute and the pretrial court staff to see if there might be a connection where SETD could be of assistance. Currently arrangements and appointments are made remotely. It is not a critical need right now but as people are going back to “in person” appointments it is very important that people comply with their parole and pretrial requirements so that they can have a successful transition in those programs. Read said she is sure that it would be very cost effective if we could make sure that those people complete their programs and if the transportation district might be able to assist with that. Read said she is collecting data and wants the other commissioners to know what she is doing and if there is any input or interest maybe now is the time to start that process. Executive Director Hazen said that Vernonia is outside of our county, so we do not provide transportation there, but Columbia County does. We do not have any routes to Jewell or Hamlet. Hazen asked Read if the courts are willing to pay for service if something could be set up. Read said this is just a beginning discussion but she felt like there was connectivity of some sort with the transportation district and there may be some sort of provisions that the courts have for this. There was input and discussion by other Board members. Read will get information from the pretrial folks and see where we go from there. Executive Director Hazen said that SETD does work with parole and probation and provides rides for them, and it has worked well.

8. OLD BUSINESS-

- a. Board Meeting Times- Executive Director Hazen reported that at the April 22nd Board meeting there was discussion about changing the day and time that the Board holds its monthly meetings. Staff put out notifications of a brief 2 question survey to solicit input. The surveys were sent and displayed throughout the county starting on April 27th and closed on May 19th. SETD received 7 responses which were included in the May Board Pack. Hazen displayed a list of local City and

County meeting times. There was Board discussion and input about changing the meeting time, public notification, and methods of outreach for meetings. Chair Taylor asked for a motion.

b.

Commissioner Alegria moved to place the Board Meeting notifications in the paper
There were not a second to this motion

9. NEW BUSINESS

a. Intergovernmental Agreement with the City of Cannon Beach

Executive Director Hazen explained that SETD has been operating the Cannon Beach Shuttle for several years. We currently charge \$66.00 per hour, and we will continue with that rate and then increase it in year two of the agreement to \$68.00 per hour (+3%). Under this Agreement, we operate Route 17 in Cannon Beach Monday through Friday during the summer months and Route 21 in Cannon Beach on the weekends year-round, however Cannon Beach is not charged for the service of Route 21 while we operate the Seaside Streetcar during the Summer. Staff is recommending that the Board approve the IGA with Cannon Beach to operate the Cannon Beach Shuttle and authorize the Executive Director and Board Chair to sign the Agreement.

Commissioner Nino moved to approve the City of Cannon Beach IGA

Commissioner Withers seconded the motion

Discussion- None

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino	
Aye	x	x	x	x	x	x	x	7
Nay								0

7 Aye 0 Nay
Motion passed

b. Translation Services

Executive Director Hazen said there was a discussion at the recent budget meeting about the need for SETD to use a professional translation service for outreach and training materials. Hazen said we had been relying on staff that are bilingual for translating materials into Spanish versions but due to the different dialects of Spanish there were conflicts in the translations. We were told that Microsoft Word had a good translation function that was universal. Commissioner Nino disagreed with what we had been told. Hazen said he did some research into the State of Oregon's procurement program and reached out to all the transit agencies in Oregon to see who they use. Hazen selected five companies that are under contract with the State to compare pricing. Some of them are currently used by other transit agencies in Oregon.

We estimated that we use at least 120 documents a year that need to be translated. These include press releases, news, and signs that average 250 on average. Using those numbers and comparing the five organizations, the annual cost to translate these materials would be \$2,190-\$11,400 per year.

Commissioner Nino suggested that the service we choose will also be able to assist with the video productions that Jason is doing. Commissioner Nino asked how long the contracts usually last. Executive Director Hazen said he had not thoroughly looked at the contracts yet but will have that information at the next meeting.

c. Route Schedule Changes

Chief Operating Officer Paul Lewicki explained that he has adjusted the existing run times to several routes to improve on time performance overall. We have wanted to do this for a long time and has taken a great deal of research and data collection. A lot of the stress that the drivers have is because they want to stay on time, but the schedules and the conditions make it almost impossible, and this has a direct impact on them. The routes that are being changed are routes #10, #15, #16, #20 and #101. Lewicki also explained that due to the Cares Act we will be adding two new buses to the #101 route which will allow additional frequency.

We would like to implement these changes effective on July 1st to give us time to do public outreach on the changes and to solicit input on the changes. This will return to the Board at the June 24th meeting for final approval.

10. CORRESPONDENCE- None

11. EXECUTIVE DIRECTOR REPORT-

12. LEADERSHIP TEAM REPORTS- Open discussion with Board.

13. OTHER ITEMS- Comments placed on Facebook during the meeting.

Stanford Lynx ·

1:33:53

I have been asked 'why I do not just ride my Fat Tire Bicycle over the New Youngs Bay or the Astoria-Megler Bridges?'

Because it is very dangerous, the bike lanes are very narrow, and filled with tire damaging debris. Being able to load my bike using the Apex Fat Tire Option bike racks on the bus to cross the bridge would be very helpful, and so much safer.

Stanford Lynx ·

32:06

As a person with damaged hearing, (I have a profound hearing loss, from wounds suffered in SE Asia) - I very much appreciate the CC Subtitles with this Facebook/SETD Board of Commissioners Meeting. I also want to thank the SETD bus driver that helped me get the wallet I had lost on the 10 bus. I do not know his name, but he stopped me as I walked on the street. He told me that my wallet was at the Transit Center.

My wallet was there, and all the cash, bank cards, IDs, etcetera were there, nothing missing.

I would like a PM with the driver's name so I could thank him more personally.

THANK YOU!

Post script:

Looking forward to SETD getting the Fat Tire Option bicycle racks

Willow Amy Morrigan ·

1:52:29

Bicycling is wonderful but why is there no bike rack on the Lower Columbia Connector?

Meeting was adjourned 11:10 AM

Mary Parker, Recording Secretary

Secretary/Treasurer _____
Pamela Alegria

Date _____

DRAFT

Sunset Empire Transportation District
MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the June 2021 Board of Commissioner's Meeting

NOTE on Reviewing Financials: Month 11 = 90.91% of Fiscal Year Budget*

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$3,623,116 (\$612,326 less than budget), YTD Total Materials & Services was \$330,705 (\$63,464 under budget).

Revenue

- 4010 Fares: Revenues for the month were \$9,952; \$411 over monthly budget and \$1,813 over YTD budget.
- Lower Columbia Connector: Revenues for the month were \$4,516; \$1,734 less than monthly budget and \$22,498 less than YTD budget.
- 4021 Medicaid Fares: Revenues for the month were \$2,456; \$919 less than monthly budget and \$24,090 over YTD budget.
- 4022 Paratransit Fares: Revenues for the month were \$869; \$797 less than monthly budget and \$8,316 less than YTD budget.
- 4030 Contracted Services-IGA: Revenues for the month were \$3,466; \$1,534 under monthly budget and \$16,849 less than YTD budget.
- 4110 NW Navigator: Under budget YTD by \$6,079.
- 4205 Property Taxes: \$8,288 received. Over budget YTD \$59,249.
- 4250 Timber Sales: 41,996 received. Over budget YTD \$89,058.
- 4420 Parking: All Spaces Rented.
- 4505 Interest: Apr interest received was \$307. Under budget YTD \$753.
- 5000 Grants: Received \$200,280 for reimbursement for 3rd Q FY21.

Expense

- 6010 Wages/Taxes/Retirement: Over monthly budget \$87,336-Payroll cut off fell 3 times in one month.
- 7000 VET Provider Payments: Rides for the month of April totaled \$313.
- 8010 Equip Lease/Rent: Over monthly budget \$265-Rent crane for shelter replacements.
- 8020 B&M: Over monthly budget \$456-Gate timer at Ops.
- 8024 Sanitation: Over monthly budget \$514, over YTD budget \$21,125-COVID Related.
- 8091 IGA-Dues: Over monthly budget \$2,000-Quarterly Payment.
- 8100 Insurance: Over monthly budges \$18,040-Quarterly Payment.
- 8170 Fuel: Over monthly budget \$2,244, under YTD budget \$41,392.
- END

** Fuel under budget YTD \$41,392. Materials & Services (without capital expense) is under budget for MTD by \$5,023 and under budget YTD \$22,072.

***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

MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the June 2021 Board of Commissioner's Meeting

Follow up items:

I have been in contact with the auditor about the credit for AR & he has not given me an answer yet. KS

***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.

Consolidated Statement of Activity – MTD and YTD
May 31, 2021

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
Revenues						
4010 FIXED ROUTE FARES	9,952.43	9,541.00	411.43	106,771.90	104,959.00	1,812.90
4015 LOWER COLUMBIA CONNECTOR	4,516.29	6,250.00	(1,733.71)	46,251.78	68,750.00	(22,498.22)
4020 PARATRANSIT FARES	0.00	0.00	0.00	480.05	0.00	480.05
4021 MEDICAID FARES - IGA	2,456.00	3,375.00	(919.00)	61,214.64	37,125.00	24,089.64
4022 PARATRANSIT FARES	869.00	1,666.00	(797.00)	10,018.00	18,334.00	(8,316.00)
4030 CONTRACTED SERVICES-IGA	3,466.00	5,000.00	(1,534.00)	38,151.00	55,000.00	(16,849.00)
4040 OTHER FARES	0.00	0.00	0.00	24.00	0.00	24.00
4110 NW NAVIGATOR	86.04	766.00	(679.96)	2,354.63	8,434.00	(6,079.37)
4120 GREYHOUND	1.30	66.00	(64.70)	14.75	734.00	(719.25)
4130 OTHER-VENDING	0.00	166.00	(166.00)	27.38	1,834.00	(1,806.62)
4205 PROPERTY TAXES	6,941.45	4,200.00	2,741.45	1,040,024.51	982,000.00	58,024.51
4206 PRIOR YEAR TAXES	1,343.27	1,200.00	143.27	26,266.11	25,400.00	866.11
4207 PROPERTY TAX INTEREST	2.81	0.00	2.81	358.77	0.00	358.77
4210 LAND SALES/US FISH & WILDLIFE	0.00	0.00	0.00	150.84	0.00	150.84
4310 TIMBER SALES	41,996.13	45,000.00	(3,003.87)	249,057.82	160,000.00	89,057.82
4315 MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	101,110.31	75,000.00	26,110.31
4410 BILLBOARD LEASE	0.00	0.00	0.00	1,200.00	1,200.00	0.00
4420 PARKING SPACE LEASE	760.00	745.00	15.00	8,185.80	8,205.00	(19.20)
4505 INTEREST EARNED ON BANK ACCT	306.74	582.00	(275.26)	4,830.74	5,584.00	(753.26)
4605 OTHER INCOME	29.00	12.50	16.50	19,740.71	137.50	19,603.21
5201 OREGON STF FUNDS	0.00	0.00	0.00	93,863.00	93,863.00	0.00
5202 OREGON STIF FUNDS-DISCRETIONARY	49,407.00	0.00	49,407.00	217,766.00	0.00	217,766.00
5203 OREGON STIF FUNDS-FORMULA	0.00	157,750.00	(157,750.00)	701,917.00	631,000.00	70,917.00
5204 OREGON STIF FUNDS-STN	0.00	109,191.00	(109,191.00)	0.00	436,764.00	(436,764.00)
5301 5311 ADMIN/OPERATIONS	134,895.00	0.00	134,895.00	516,608.00	375,915.75	140,692.25
5302 5310 MOBILITY MGT/PM	15,978.00	34,744.00	(18,766.00)	121,442.00	138,976.00	(17,534.00)
5303 PM	0.00	0.00	0.00	3,000.00	0.00	3,000.00
5304 TRANSPORTATION OPTIONS	0.00	21,644.25	(21,644.25)	67,161.05	86,577.00	(19,415.95)
5306 CARES ACT	0.00	0.00	0.00	13,312.00	300,000.00	(286,688.00)
5401 5339 CAPITAL PURCHASE	0.00	0.00	0.00	171,813.00	619,650.00	(447,837.00)
Total Revenues	273,006.46	401,898.75	(128,892.29)	3,623,115.79	4,235,442.25	(612,326.46)

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
Expenses						
6010 WAGES	240,762.05	162,418.00	(78,344.05)	1,898,866.52	1,786,643.00	(112,223.52)
6110 TAXES	29,351.41	29,716.00	364.59	260,692.60	238,859.00	(21,833.60)
6210 RETIREMENT	66,761.93	57,405.75	(9,356.18)	573,166.38	631,466.25	58,299.87
SUB TOTAL WAES/TAXES/BENEFITS	336,875.39	249,539.75	(87,335.64)	2,732,725.50	2,656,968.25	(75,757.25)
7010 VET PROVIDER RIDES	312.80	833.00	520.20	4,007.81	9,167.00	5,159.19
8000 AUDIT	0.00	1,416.00	1,416.00	17,570.00	15,584.00	(1,986.00)
8001 PROFESSIONAL SERVICES	0.00	4,500.00	4,500.00	18,361.84	49,500.00	31,138.16
8002 LEGAL COUNSEL	0.00	666.00	666.00	3,813.98	7,334.00	3,520.02
8003 BANK & MERCHANT FEES	83.82	167.00	83.18	928.81	1,833.00	904.19
8005 PAYROLL PROCESSING FEES	0.00	0.00	0.00	1,228.38	500.00	(728.38)
8010 EQUIP LEASE/RENT	490.30	225.00	(265.30)	2,436.70	2,475.00	38.30
8015 COMP/FURNITURE/DURABLE GOODS	2,612.85	2,500.00	(112.85)	24,942.34	27,500.00	2,557.66
8020 B&M	3,622.03	3,166.00	(456.03)	47,535.84	34,834.00	(12,701.84)
8023 BUILDING LEASE	1,138.00	1,250.00	112.00	12,806.00	13,750.00	944.00
8024 SANITATION	679.63	166.00	(513.63)	22,959.06	1,834.00	(21,125.06)
8031 ONLINE SUB & IT SERVICES	10,490.94	11,250.00	759.06	158,550.88	123,750.00	(34,800.88)
8040 TELEPHONE/INTERNET	2,876.91	5,000.00	2,123.09	43,305.52	55,000.00	11,694.48
8041 UTILITIES	2,016.73	2,916.00	899.27	25,858.81	32,084.00	6,225.19
8050 HR/EMP RECOGNITION	2,433.97	2,373.00	(60.97)	19,027.20	26,127.00	7,099.80
8060 TRAVEL & TRAINING	121.77	2,579.00	2,457.23	9,405.17	28,421.00	19,015.83
8080 OUTREACH/PRINTING	1,183.12	3,333.00	2,149.88	6,976.20	36,667.00	29,690.80
8090 DUES, SUBSCRIPTIONS	(2,720.59)	1,241.00	3,961.59	15,476.32	13,659.00	(1,817.32)
8091 IGA-DUES	3,000.00	1,000.00	(2,000.00)	12,000.00	11,000.00	(1,000.00)
8092 FEES/TAXES/LICENSES	100.00	216.00	116.00	3,584.14	2,384.00	(1,200.14)
8100 INSURANCE	18,040.25	0.00	(18,040.25)	70,953.96	70,000.00	(953.96)
8105 UNINSURED LOSS	0.00	1,250.00	1,250.00	4,146.17	13,750.00	9,603.83
8110 LEGAL ADS	277.20	83.00	(194.20)	399.00	917.00	518.00
8112 MEETING EXPENSE	0.00	166.00	166.00	974.38	1,834.00	859.62
8116 OFFICE SUPPLIES	896.77	1,499.00	602.23	12,165.69	16,501.00	4,335.31
8170 FUEL	23,077.44	20,833.00	(2,244.44)	187,775.21	229,167.00	41,391.79
8171 VEHICLE REPAIR/OUTSIDE SERVICES	9,711.99	14,623.00	4,911.01	139,734.07	160,877.00	21,142.93
8180 SHOP SUPPLIES/RENTALS	263.38	375.00	111.62	3,196.21	4,125.00	928.79
SUB TOTAL MAINT/SERVICES	33,052.81	35,831.00	2,778.19	330,705.49	394,169.00	63,463.51
9200 CAPITAL EXPENSE	0.00	420,750.00	420,750.00	201,127.00	1,262,250.00	1,061,123.00
Total Expenses	417,584.70	753,915.75	336,331.05	3,803,972.19	4,909,792.25	1,105,820.06
Excess Revenue Over (Under) Expenditures	(144,578.24)	(352,017.00)	(465,223.34)	(180,856.40)	(674,350.00)	(1,718,146.52)

Consolidated Balance Sheet
SUNSET EMPIRE TRANSPORTATION DISTRICT
For 5/31/2021

	This Year
Assets	
1020 GENERAL CHECKING LC BANK	(324,609.71)
1030 LGIP - GENERAL FUND	235,130.60
1040 PAYROLL ACCOUNT LC BANK	72,438.29
1050 MONEY MARKET LC BANK	8.04
1095 CASH RECEIPTS CLEARING SYSTEM	1,247.09
1210 ACCOUNTS RECEIVABLE SYSTEM	(4,509.80)
1299 A/R CONVERSION	(2,365.00)
1410 PREPAID EXP	(1,233.83)
1425 PREPAID WORK COMP	<u>(45,496.68)</u>
Total Assets	<u><u>(69,391.00)</u></u>
Liabilities and Net Assets	
2010 ACCOUNTS PAYABLE SYSTEM	14,498.01
2050 CREDIT CARD PAYABLE	59,375.09
2059 CREDIT CARD PAYMENT CLEARING	(46,992.47)
2060 PAYABLE TO NWN	(76.88)
2080 OVER PAYMENTS/UNAPPLIED CREDITS	47.50
2099 A/P CONVERSION	(375.62)
2100 ACCRUED LABOR SYSTEM	112,347.51
2110 SOCIAL SECURITY TAX-EMPLOYEE	(1,130.76)
2112 PR SUTA	(996.21)
2114 FED W/H TAX PAYABLE	(9,177.44)
2115 MEDICARE TAX-EMPLOYEE	1,130.77
2116 MEDICARE TAX-EMPLOYER	0.01
2121 FSA-PT	28.88
2122 OREGON TRANSIT ASSESSMENT	(813.55)
2124 BENEFITS MEDICAL SDIS	(11,966.43)
2130 AFLAC-AT	(1,275.39)
2131 AFLAC-PT	(311.34)
2132 UNITED WAY	175.00
2134 ATU	(864.24)
2135 MASA	(94.33)
2140 RETIREMENT- 457(b)	(1,780.00)
2141 RETIREMENT-ER 457	14.99
2142 RETIREMENT-ROTH 457 (B)	<u>(343.30)</u>
Total Liabilities	111,419.80
Change in Net Assets	<u>(180,856.40)</u>
Total Net Assets	<u>(180,856.40)</u>
Total Liabilities and Net Assets	<u><u>(69,436.60)</u></u>

SUNSET EMPIRE TRANSPORTATION DISTRICT
A/R Aging as of 5/31/2021

<u>Customer</u>	<u>Due Date</u>	<u>Invoice</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>Total</u>
[6251] AMTRAK	5/01/2021	1214	4/01/2021	Mar 2021 Settlement	0.00	1,522.62	0.00	0.00	1,522.62
[6251] AMTRAK	5/31/2021	1236	5/01/2021	Apr 2021 Settlement	1,578.06	0.00	0.00	0.00	1,578.06
[6011] ANDI WARREN INSURANCE AGENCY	5/11/2021	1221	5/01/2021	May 2021 Parking Space #14	0.00	47.50	0.00	0.00	47.50
[6246] RUSTY DAHLIA	5/11/2021	1224	5/01/2021	May 2021 Parking-Spaces #10-11	0.00	95.00	0.00	0.00	95.00
[6247] SALON BOHEME ATTN SALLY FOX	3/11/2021	1173	3/01/2021	Mar 2021 Parking-Space #2	0.00	0.00	0.00	47.50	47.50
[6247] SALON BOHEME ATTN SALLY FOX	4/11/2021	1195	4/01/2021	Apr 2021 Parking-Space #2	0.00	0.00	47.50	0.00	47.50
[6247] SALON BOHEME ATTN SALLY FOX	5/11/2021	1225	5/01/2021	May 2021 Parking-Space #2	0.00	47.50	0.00	0.00	47.50
Total					1,578.06	1,712.62	47.50	47.50	3,385.68

SUNSET EMPIRE TRANSPORTATION DISTRICT
Accounts Payable Aging by Vendor as of 5/31/2021

<u>Invoice Date</u>	<u>Activity</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>Not Yet Due</u>	<u>Less Than 30 Days</u>	<u>Less Than 60 Days</u>	<u>More Than 60 Days</u>
[6037] 5/31/2021	CB LAWN CARE	5569	6/10/2021	05/2021 LAWN MAINTENANCE	406.00	0.00	406.00	0.00	0.00
Total for [6037] CB LAWN CARE					406.00	0.00	406.00	0.00	0.00
[6048] CITY OF WARRENTON									
5/31/2021	5/31/2021 001638-000		6/30/2021	05/2021 WATER SRV - OPS	403.24	403.24	0.00	0.00	0.00
Total for [6048] CITY OF WARRENTON 05312021					403.24	403.24	0.00	0.00	0.00
[6172] O'REILLY AUTO PARTS									
2/20/1958	2/20/1958 3920-184338		7/20/2021	ALTERNATOR - BUS 93	202.58	202.58	0.00	0.00	0.00
Total for [6172] O'REILLY AUTO PARTS					202.58	202.58	0.00	0.00	0.00
[6186] RECOLOGY WESTERN OREGON									
5/27/2021	5/27/2021 16383689		6/20/2021	05/2021 GARBAGE SRV - TC	171.08	171.08	0.00	0.00	0.00
Total for [6186] RECOLOGY WESTERN OREGON					171.08	171.08	0.00	0.00	0.00
Report Total					1,182.90	1,182.90	406.00	0.00	0.00

SUNSET EMPIRE TRANSPORTATION DISTRICT
Check Listing with Accounting Distribution

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
20884	5/12/2021	[6259] ISLER CPA - AUDIT FYO 06/2020	AUDIT	10000	10,000.00
20885	5/12/2021	[6121] JACKSON & SON OIL INC - 04/2021 FUEL	FUEL	2791.70	7,319.71
			FUEL	147.90	
			FUEL	4380.11	
20896	5/12/2021	[6193] SDIS - Quarterly Ins-General, Property & Liability	GENERAL LIABILITY	4115.75	18,040.25
			PROPERTY	2878.75	
			AUTO	11045.75	
20902	5/12/2021	[6237] WILCOX & FLEGEL - Invoices 0603273, CL83821	FUEL	2353.04	13,702.65
			FUEL	59.76	
			PARTS	572.50	
			FUEL	2277.78	
			FUEL	8439.57	
EFT	5/21/2021	[6225] VALIC-JPM CHASE - Payroll Dated 05/21/21	RETIREMENT- 457(b)	3168.83	5,273.37
			RETIREMENT-ER 457	1618.07	
			RETIREMENT-ROTH 457 (B)	547.40	
			RETIREMENT	-60.93	
EFT	5/21/2021	[6225] VALIC-JPM CHASE - Payroll Dated 05/07/21	RETIREMENT- 457(b)	3790.15	6,737.25
			RETIREMENT-ER 457	2446.16	
			RETIREMENT-ROTH 457 (B)	543.53	
			RETIREMENT	(42.59)	
20929	5/25/2021	[6193] SDIS - Invoices 2021-09, 2021-10, 2021-10, ADJ052021	BENEFITS MEDICAL SDIS	45746.77	45,746.77

Total Checks **106,820.00**

**SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD**

Run: 6/16/2021 @ 3:40 PM

Page: 1

Closing Balance from Previous Statement.....	5/07/2021	-3,405.75
0 Deposits and Other Additions Totaling.....		0.00
57 Checks and Other Withdrawals Totaling.....		5,678.00
1 Adjustments Totaling.....		3,405.75
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....		0.00
Closing Balance for this Statement.....	6/07/2021	-5,678.00
Difference.....		0.00
<hr/>		
Cash Balance from General Ledger.....	6/07/2021	-55,338.74
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		-55,338.74

Date	Check	To	Check Description	Amount
✓ 5/07/2021	0000326	CC CHARGES	HAZEN - SAFEWAY - TC SUPPLIES	9.57
✓ 5/10/2021	0000251	CARL'S TOWING AND REPAIR	LEWICKI - TOW FROM RAINIER TO TEC/PORTLAND	585.90
✓ 5/10/2021	0000251	CC CHARGES	LEWICKI - CR - NFI PARTS	-43.08
✓ 5/10/2021	0000284	AMAZON	JONES - STORAGE HARD DRIVE	98.99
✓ 5/11/2021	0000284	AMAZON	JONES - VIDEO PRODUCTION HARDWARE	65.49
✓ 5/12/2021	0000251	CC CHARGES	LEWICKI - eBAY - BUS PARTS	105.98
✓ 5/12/2021	0000251	CC CHARGES	LEWICKI - WALMART - MICROWAVE	69.88
✓ 5/12/2021	0000284	CC CHARGES	JONES - MOTIONVFX - VIDEO EDITING TOOLS	89.10
✓ 5/12/2021	0000326	CC CHARGES	HAZEN - FACEBOOK - JOB POSTING	12.82
✓ 5/12/2021	0000326	CC CHARGES	HAZEN - NATIONAL PEN - PENS	154.66
✓ 5/12/2021	0001209	STAPLES	FARMER - OFFICE SUPPLIES	38.78
✓ 5/13/2021	0000251	CC CHARGES	LEWICKI - ABSOLUTE BUS - CONTROL UNIT - BUS 20	156.87
✓ 5/13/2021	0000251	CC CHARGES	LEWICKI - OFFICE SUPPLY - COVID WIPES	449.14
✓ 5/13/2021	0000251	AMAZON	LEWICKI - TIMER - OPS	22.94
✓ 5/13/2021	0001209	CC CHARGES	FARMER - NICE BADGE BADGES - FR	48.82
✓ 5/13/2021	0001209	FULLIDENTITY.COM	FARMER - ID BADGES - SS/FR	57.50
✓ 5/14/2021	0000251	AMAZON	LEWICKI - MASKS - COVID	181.59
✓ 5/16/2021	0000284	AMAZON	JONES - VIDEO PRODUCTION HARDWARE	91.84
✓ 5/17/2021	0000269	CC CHARGES	PARKER - ADOBE ACROBAT - MONTHLY CHR	10.99
✓ 5/17/2021	0000284	AMAZON	JONES - VIDEO LIGHTING HARDWARE	57.99

**SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD**

Run: 6/16/2021 @ 3:40 PM

Page: 2

✓ 5/19/2021	0000251	CC CHARGES	LEWICKI -	14.99
			ADOBE - MONTHLY FEE	
✓ 5/19/2021	0000251	CC CHARGES	LEWICKI -	14.99
			ADOBE INC -	
			MONTHLY FEE	
✓ 5/19/2021	0000251	CC CHARGES	LEWICKI -	573.99
			JEGS -	
			GANTRY CRANE - SHELTER	
			CONSTRUCTION	
✓ 5/20/2021	0000284	AMAZON	JONES - VIDEO PRODUCTION	399.00
			HARDWARE	
✓ 5/20/2021	0000284	AMAZON	JONES - VIDEO PRODUCTION	25.00
			HARDWARE	
✓ 5/20/2021	0000326	CC CHARGES	HAZEN -	0.99
			APPLE - STORAGE	
✓ 5/20/2021	0001209	FULLIDENTITY.COM	FARMER -	31.50
			ID BADGES - BOARD MEMBERS	
✓ 5/21/2021	0000251	CC CHARGES	LEWICKI -	30.77
			INDY DINER -	
			MEAL/BUS DELIVERY	
✓ 5/21/2021	0001209	ZOLL MEDICAL CORP	FARMER -	-95.51
			DOUBLE PAYMENT/PEDI PADS	
✓ 5/22/2021	0000284	AMAZON	JONES -	89.58
			VIDEO PRODUCTION HARDWARE	
✓ 5/23/2021	0000251	AMAZON	LEWICKI -	456.03
			RETRACTABLE BOARDING STEP - BUS 22	
			(PT)	
✓ 5/23/2021	0000284	AMAZON	JONES -	42.44
			VIDEO PRODUCTION HARDWARE	

**SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD**

Run: 6/16/2021 @ 3:40 PM

Page: 3

Date	Check	To	Check Description	Amount
✓ 5/24/2021	0000251	CC CHARGES	LEWICKI - CR - PARTS GEEK	-113.38
✓ 5/24/2021	0000284	CC CHARGES	JONES - CLKBANK.COM - AUDIO NARRATION HARDWARE	47.00
✓ 5/24/2021	0000284	HOME DEPOT CREDIT SERVICES	JONES -0 SHELVING/STORAGE	65.82
✓ 5/24/2021	0000284	AMAZON	JONES - RTN - VIDEO PRODUCTION HARDWARE	-65.49
✓ 5/24/2021	0000326	FRED MEYER	HAZEN - VACCUUM - TC	239.99
✓ 5/25/2021	0000251	CC CHARGES	LEWICKI - PARTS GEEK - PARTS - BUS 92	98.95
✓ 5/25/2021	0000284	AMAZON	JONES - CONNECTION CABLE	7.99
✓ 5/26/2021	0001209	CC CHARGES	FARMER - ENVIROKLENZ - AIR PURIFIER FILTERS	479.94
✓ 5/27/2021	0000284	AMAZON	JONES - CONNECTION CABLE	20.00
✓ 5/27/2021	0001217	CC CHARGES	KLECZEK - ONE-STREAM - STREAMING SRV	39.00
✓ 5/30/2021	0000284	CC CHARGES	JONES - MOTIONVFX - VIDEO EDITING HARDWARE	80.10
✓ 5/31/2021	0000251	AMAZON	LEWICKI - TOOLS - MAINTENANCE	46.90
✓ 6/01/2021	0000326	FRED MEYER	HAZEN - IPHONE CHARGER	42.98
✓ 6/02/2021	0000251	AMAZON	LEWICKI - TOOLS - MAINTENANCE	68.82
✓ 6/02/2021	0000284	CC CHARGES	JONES - GRAYS HARBOR TRANSIT - TOKING TRAINING/GH TRANSIT	0.50
✓ 6/02/2021	0001209	CC CHARGES	FARMER - INDEED - JOB POSTING/MECHANIC	74.00
✓ 6/02/2021	0001209	FULLIDENTITY.COM	FARMER - ID BADGE/MECHANIC ACCESSORIES	69.50
✓ 6/03/2021	0000251	STAPLES	LEWICKI - BINDING/PADDLES	19.99
✓ 6/03/2021	0000284	CC CHARGES	JONES - MOTIONFVX - VIDEO EDITING HARDWARE	80.10
✓ 6/03/2021	0000326	CC CHARGES	HAZEN - ZOOM - MONTHLY FEE	140.00
✓ 6/03/2021	0001209	FRED MEYER	FARMER - CAR CHARGER/MAINTENANCE	59.97
✓ 6/03/2021	0001209	HR ANSWERS INC	FARMER - COMPENSATION TRAINING	119.00
✓ 6/04/2021	0000251	CC CHARGES	LEWICKI - 4 STATE TRUCKS - COLLANT RESERVOIR - BUS 92	101.99
✓ 6/06/2021	0000251	AMAZON	LEWICKI - ROLL TOWELS - COVID	89.80
✓ 6/06/2021	0001217	CC CHARGES	KLECZEK - ADOBE - MONTHLY FEE	14.99

Total Checks: 5,678.00

Date	Reference	Adjustment Description	Amount
✓ 5/07/2021	CG	Payment made from Gen. Ck. for Statement ending 05/07/2021	3,405.75

Total Adjustments: 3,405.75

Date: June 17, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8 Budget Hearing

This is the time and place set for the public hearing on the fiscal year 2021-2022 budget for SETD. Before you, are the budgets that were approved by the Budget committee on May 17, 2021. After holding the public hearing, the Board may make changes to the budgets. However, if the Board wants to increase expenditures in any fund by 10% or more (or \$5,000 – whichever is greater), they must republish the amended budget summary and hold another budget hearing. This would not be possible since the budget must be adopted prior to July 1.

Staff is recommending some adjustments to the approved General Fund budget. These adjustments are less than budget law requirements of republishing and represent an increase of the overall budget by \$20,000. The adjustments are as follows:

General Fund Resources:

Add \$20,000 for the amendment to Agreement 34377 for RVHT

General Fund Requirements:

Add \$20,000 to Provider Services for the RVHT program

Add \$12,000 to Computer Information Technology for addition of service to tablets on fixed routes buses and warranty extension on one server

Add \$2,300 in Small Equipment/Tools for tablets for fixed route buses

Add \$11,000 to Professional Services for translation services as directed by the Board

Add \$12,000 in Capital Outlay for replacement of two servers

Reduce Operating Contingency to \$127,700 to fund these additions except for the RHHT program.

Staff recommends that a motion be made to approve Resolution 2021-01 adopting the 2021-2022 budget and making the appropriations and impose the tax levy for local government.

RESOURCES
General Fund

Sunset Empire Transportation District

Historical Data				Year To Date	RESOURCE DESCRIPTION	Budget for Next Year 2021-2022			
Actual		Adopted Budget This Year Year 2020-2021	Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2018-2019	First Preceding Year 2019-2020								
1	\$351,418	\$458,634	\$966,691		1 Available cash on hand* (cash basis) or	\$800,000	\$900,000		1
2					2 Net working capital (accrual basis)				2
3	\$10,937	\$24,245	\$27,000	\$22,120	3 Previously levied taxes estimated to be received	\$25,000	\$25,000		3
4	\$9,671	\$12,389	\$2,000	\$4,143	4 Interest	\$2,000	\$2,000		4
5					5 OTHER RESOURCES				5
6	\$266,026	\$222,342	\$250,000	\$131,229	7 Fares	\$175,000	\$175,000		6
7	\$83,742	\$61,065	\$60,000	\$83,632	8 IGA Contracted Services	\$85,000	\$85,000		7
8	\$10,728	\$8,450	\$10,500	\$7,866	9 Rentals	\$10,500	\$10,500		8
9	\$11,365	\$9,196	\$12,000	\$2,207	10 Commissions/Proceeds	\$5,000	\$5,000		9
10	\$164,920	\$240,052	\$160,000	\$207,062	11 State Timber Revenue	\$200,000	\$200,000		10
11	\$48,973	\$89,560	\$75,000	\$74,350	12 State Mass Transit Payroll Distribution	\$80,000	\$90,000		11
12	\$0	\$0	\$0	\$0	13 Training Scholarships (Jennifer 5k Jeff 3k Jason 3k)	\$11,000	\$11,000		12
13		\$6,703	\$150	\$15,562	13 Other	\$150	\$150		13
14	\$93,398	\$0	\$0	\$0	14 ODOT (STF) State Funds	\$0	\$0		14
15	\$0	\$0	\$0	\$0	15 ODOT - \$5304 Marketing Plan	\$60,000	\$60,000		15
16	\$142,565	\$92,406	\$138,976	\$105,464	16 ODOT - \$5310 Mobility Mgmt/Preventative Maint.	\$139,443	\$139,443		16
17	\$12,000	\$12,000	\$0	\$3,000	17 ODOT - \$5310 Preventative Maint. Discretionary	\$0	\$0		17
18	\$570,553	\$523,359	\$501,221	\$381,713	18 ODOT - \$5311 Operations	\$551,344	\$551,344		18
19	\$0	\$0	\$0	\$13,312	19 ODOT - \$5311 CARES Act Needs Based 34415/34737	\$305,000	\$635,000		19
20	\$0	\$498,734	\$400,000	\$0	20 ODOT - \$5311 CARES Act Formula	\$507,445	\$507,445		20
21	\$0	\$430,147	\$0	\$0	21 ODOT - \$5311 Special Transportation Program	\$0	\$0		21
22	\$0	\$174,250	\$1,239,300	\$171,813	22 ODOT - \$5339 Bus & Bus Facilities 34220	\$1,065,050	\$1,065,050		22
23	\$70,971	\$57,783	\$86,577	\$64,933	23 ODOT - Transportation Options	\$97,775	\$97,775		23
24	\$2,750	\$0	\$0	\$2,500	24 SDAO Safety Grant	\$0	\$0		24
25	\$0	\$93,864	\$140,725	\$70,398	25 Transferred IN from STF Fund	\$132,970	\$102,935		25
26	\$0	\$886,701	\$1,043,228	\$512,255	26 Transferred IN from STIF Formula Fund	\$742,662	\$742,662		26
27	\$0	\$183,344	\$436,764	\$168,359	27 Transferred IN from STIF Discretionary/STN Fund	\$552,000	\$552,000		27
28	\$0	\$17,000	\$49,000	\$0	28 Transferred IN from Capital Reserve Fund	\$134,455	\$134,455		28
29	\$1,850,017	\$4,102,224	\$5,599,132	\$2,041,918	29 Total resources, except taxes to be levied	\$5,681,794	\$6,091,759	\$0	29
30			\$1,000,000	\$1,025,163	30 Taxes estimated to be received	\$1,080,000	\$1,080,000		30
31	\$990,372				31 Taxes collected in year levied				31
32	\$2,840,389	\$4,102,224	\$6,599,132	\$2,041,918	32 TOTAL RESOURCES	\$6,761,794	\$7,171,759	\$0	32

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

REQUIREMENTS SUMMARY

ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY

General Fund

Sunset Empire Transportation District

Line	Historical Data			Current Year to Date	REQUIREMENTS FOR: (Name of Org. Unit or Program & Activity)	Budget For Next Year 2021-2022		
	Actual		Adopted Budget This Year 2020-2021			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 2018-2019	First Preceding Year 2019-2020						
1					PERSONNEL SERVICES			
2	\$1,543,631	\$1,865,022	\$1,949,061	\$1,494,838	Salaries & Wages	\$2,324,694	\$2,060,659	
3	\$163,108	\$211,809	\$256,000	\$211,461	Payroll Expenses	\$330,050	\$330,050	
4	\$373,295	\$379,843	\$688,871	\$459,667	Employee Benefits	\$753,000	\$753,000	
5	\$2,080,034	\$2,456,674	\$2,893,932	\$2,165,966	TOTAL PERSONNEL SERVICES	\$3,407,744	\$3,143,709	\$0
6	34	44	45		Total Full-Time Equivalent (FTE)	50		
7					MATERIALS AND SERVICES			
8	\$6,402	\$6,048	\$10,000	\$3,495	Provider Services	\$10,000	\$10,000	
9	\$7,863	\$12,000	\$35,000	\$7,570	Audit	\$22,000	\$22,000	
10	\$1,545	\$1,115	\$1,500	\$1,525	Advertising	\$1,500	\$1,500	
11	\$1,662	\$1,490	\$2,000	\$759	Bank Fees	\$2,000	\$2,000	
12	\$47,637	\$60,577	\$40,000	\$34,995	Building Grounds and Maintenance	\$50,000	\$50,000	
13	\$6,400	\$13,656	\$15,000	\$10,530	Building Lease	\$15,000	\$15,000	
14	\$193,137	\$146,667	\$135,000	\$143,057	Computer Information Technology Services	\$150,000	\$150,000	
15	\$20,870	\$24,891	\$35,000	\$8,323	Conferences, Training, and Travel	\$35,000	\$35,000	
16	\$3,151	\$4,831	\$5,000	\$7,395	Drug and Alcohol Testing/Background Checks	\$10,000	\$10,000	
17	\$13,380	\$10,650	\$15,000	\$24,121	Dues, Subscriptions and Fees	\$25,000	\$25,000	
18	\$12,000	\$12,000	\$12,000	\$9,000	IGA Dues and Fees	\$12,000	\$12,000	
19	\$14,192	\$54,125	\$30,000	\$236	Small Equipment/Tools	\$30,000	\$30,000	
20	\$2,573	\$2,256	\$2,700	\$1,758	Equipment Lease	\$2,700	\$2,700	
21	\$6,740	\$6,863	\$30,000	\$5,793	Outreach	\$30,000	\$30,000	
22	\$4,555	\$5,021	\$8,000	\$4,058	Employee Recognition	\$10,000	\$10,000	
23	\$9,623	\$0	\$8,000	\$0	Election Fees	\$0	\$0	
24	\$177,918	\$169,914	\$250,000	\$144,248	Fuel	\$250,000	\$250,000	
25	\$53,751	\$43,460	\$70,000	\$52,914	Insurance (Property, Vehicle, Liability, Cyber)	\$82,000	\$82,000	
26	\$2,096	\$512	\$1,000	\$122	Legal Ads	\$1,000	\$1,000	
27	\$75,513	\$10,613	\$8,000	\$3,814	Legal Counsel	\$60,000	\$60,000	
28	\$17,923	\$5,000	\$15,000	\$4,146	Uninsured Loss	\$15,000	\$15,000	
29	\$3,041	\$1,363	\$2,000	\$974	Meeting Expense	\$1,500	\$1,500	
30	\$12,251	\$16,488	\$18,000	\$9,905	Office Supplies	\$18,000	\$18,000	
31	\$7,885	\$7,448	\$500	\$1,228	Payroll Processing Fee	\$0	\$0	
32	\$8,195	\$9,909	\$10,000	\$3,458	Printing	\$10,000	\$10,000	
33	\$26,337	\$30,281	\$54,000	\$18,362	Professional Services	\$75,000	\$75,000	
34	\$2,211	\$986	\$2,500	\$3,284	Taxes/Licenses	\$4,000	\$4,000	
35	\$43,510	\$52,742	\$60,000	\$34,582	Telecommunications/Internet	\$60,000	\$60,000	
36	\$5,063	\$8,266	\$10,000	\$2,800	Uniforms	\$10,000	\$10,000	
37	\$27,138	\$27,634	\$35,000	\$20,812	Utilities	\$35,000	\$35,000	
38	\$144,554	\$149,238	\$180,000	\$116,844	Vehicle Maintenance and Repair	\$180,000	\$180,000	
39		\$2,542	\$9,000	\$2,184	Shop Supplies	\$9,000	\$9,000	
40	\$959,116	\$898,586	\$1,109,200	\$682,292	TOTAL MATERIALS AND SERVICES	\$1,215,700	\$1,215,700	\$0

				CAPITAL OUTLAY						
42			\$201,127	42	2 x Class C Buses	\$616,000	\$616,000	42		
					2 x Class D Buses	\$293,000	\$293,000			
					2 x Class A Buses Remanufactured	\$674,000	\$674,000			
					2 x Supervisor Vehicles	\$58,000	\$58,000			
					New Signage	\$21,000	\$21,000			
					New Repeater Equipment and Location	\$50,000	\$50,000			
					Post Lifts for Fleet Maintenance	\$40,000	\$40,000			
					Bus Stop Construction Hwy 101 & Ensign (match)	\$55,350	\$55,350			
					HVAC	\$40,000	\$40,000			
43	\$0	\$630,874	\$1,683,000	\$201,127	43	TOTAL CAPITAL OUTLAY	\$1,847,350	\$1,847,350	\$0	43
44	\$3,039,150	\$3,986,134	\$5,686,132	\$3,049,385	44	ORGANIZATIONAL UNIT / ACTIVITY TOTAL	\$6,470,794	\$6,206,759	\$0	44

150-504-030 (Rev 11-18)

FORM
LB-30

REQUIREMENTS SUMMARY
NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM
General Fund
(name of fund)

Sunset Empire Transportation District
(name of Municipal Corporation)

Historical Data			REQUIREMENTS DESCRIPTION	Budget For Next Year 2021-2022		
Actual		Adopted Budget This Year 2020-2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2018-2019	First Preceding Year 2019-2020					
			1 PERSONNEL SERVICES NOT ALLOCATED			1
			2			2
			3			3
0	0	0	4 TOTAL PERSONNEL SERVICES	0	0	0
			5 Total Full-Time Equivalent (FTE)			5
			6 MATERIALS AND SERVICES NOT ALLOCATED			6
			7			7
			8			8
0	0	0	9 TOTAL MATERIALS AND SERVICES	0	0	0
			10 CAPITAL OUTLAY NOT ALLOCATED			10
			11			11
			12			12
0	0	0	13 TOTAL CAPITAL OUTLAY	0	0	0
			14 DEBT SERVICE			14
118,293			15			15
			16			16
118,293	0	0	17 TOTAL DEBT SERVICE	0	0	0
			18 SPECIAL PAYMENTS			18
			19			19
			20			20
0	0	0	21 TOTAL SPECIAL PAYMENTS	0	0	0
			22 INTERFUND TRANSFERS			22
50,000	50,000	50,000	23 To Capital Reserve Fund	50,000	50,000	23
			24			24
			25			25
			26			26
			27			27
50,000	50,000	50,000	28 TOTAL INTERFUND TRANSFERS	50,000	50,000	0
			29 OPERATING CONTINGENCY	165,000	165,000	29
			30 RESERVED FOR FUTURE EXPENDITURE	0		30
			31 UNAPPROPRIATED ENDING BALANCE	750,000	750,000	31
168,293	50,000	50,000	32 Total Requirements NOT ALLOCATED	965,000	965,000	0
			33 Total Requirements for ALL Org.Units/Programs within fu	6,470,794	6,206,759	33
			34 Ending balance (prior years)			34
168,293	50,000	50,000	35 TOTAL REQUIREMENTS	7,435,794	7,171,759	0

**SPECIAL FUND
RESOURCES AND REQUIREMENTS
Special Transportation Fund**

Sunset Empire Transportation District

Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2021 - 2022						
Actual		Adopted Budget Year 2020 - 2021	Proposed By Budget Officer		Approved By Budget Committee	Adopted By Governing Body					
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020										
1			1	RESOURCES			1				
2	\$66,664	\$11,005	\$46,862	2	Cash on hand * (cash basis), or	\$40,000	\$40,000		2		
3				3	Working Capital (accrual basis)				3		
4				4	Previously levied taxes estimated to be received				4		
5				5	Interest				5		
6				6	Transferred IN, from other funds				6		
7	\$93,242	\$93,864	\$93,863	7	ODOT-STF Formula Grant	\$92,935	\$92,935		7		
8	\$159,906	\$104,869	\$140,725	8	Total Resources, except taxes to be levied	\$132,935	\$132,935	\$0	8		
9				9	Taxes estimated to be received				9		
10				10	Taxes collected in year levied				10		
11	\$159,906	\$104,869	\$140,725	11	TOTAL RESOURCES	\$132,935	\$132,935	\$0	11		
12				12	REQUIREMENTS **				12		
13				13	Org Unit or Prog & Activity	Object Classification	Detail		13		
14	\$69,205	\$27,921	\$51,725	14	STF	Transfer	Wages		14		
15	\$24,000	\$11,966	\$26,000	15	STF	Transfer	Benefits/Taxes		15		
16	\$6,402	\$3,000	\$13,000	16	STF	Transfer	Non Profit Assist/Outreach/Vet	\$10,000	\$10,000	16	
17	\$45,000	\$13,960	\$20,000	17	STF	Transfer	Operations Assistance	\$62,898	\$62,898	17	
18	\$0	\$10,000	\$30,000	18	STF	Transfer	Capital Expense			18	
					STF	Transfer	Operations Assistance	\$30,037	\$30,037		
19		\$38,022		19	Ending balance (prior years)					19	
20				20	UNAPPROPRIATED ENDING FUND BALANCE			\$30,000	\$30,000	20	
21	\$144,607	\$104,869	\$140,725	21	TOTAL REQUIREMENTS			\$132,935	\$132,935	\$0	21

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

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

FORM				SPECIAL FUND						
LB-10				RESOURCES AND REQUIREMENTS						
				Statewide Transportation Improvement Fund Formula			Sunset Empire Transportation District			
Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS			Budget for Next Year 2021 - 2022				
Actual		Adopted Budget Year 2020 - 2021				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020									
1			1	RESOURCES						1
2		\$0	\$746,701	2	Cash on hand * (cash basis)	\$873,134	\$873,134			2
3			\$5,000	3	Interest	\$2,500	\$2,500			3
4		\$886,701	\$631,000	4	ODOT - STIF Formula Fund Distribution	\$656,787	\$656,787			4
5	\$0	\$886,701	\$1,382,701	5	Total Resources, except taxes to be levied	\$1,532,421	\$1,532,421			\$0
6	\$0	\$886,701	\$1,382,701	6	TOTAL RESOURCES	\$1,532,421	\$1,532,421			\$0
7				7	REQUIREMENTS **					
8				8	Org Unit or Prog & Activity	Object Classification	Detail			
9		\$49,233	\$278,700	9	STIF	Transfer	Capital Match	\$264,300	\$264,300	
10		\$3,142	\$25,000	10	STIF	Transfer	Coordinated Plan			
11		\$73,175	\$739,528	11	STIF	Transfer	Operations for Expanded Service	\$458,362	\$458,362	
12		\$675		12	STIF	Transfer	Student Transportation	\$5,000	\$5,000	
13				13	STIF	Transfer	Public Engage (MKT) Plan Match	\$15,000	\$15,000	
14				14	STIF	Transfer	Capital Reserve	\$789,759	\$789,759	
15				15						
16				16						
17				17						
18				18						
19				19						
20				20						
21				21						
22		\$760,476		22	Ending balance (prior years)					
23			\$339,473	23	UNAPPROPRIATED ENDING FUND BALANCE			\$0	\$0	
24				24	TOTAL REQUIREMENTS			\$1,532,421	\$1,532,421	\$0
			*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year							
150-504-010 (Rev. 10-16)			**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.							

SPECIAL FUND

RESOURCES AND REQUIREMENTS

**FORM
LB-10**

Statewide Transportation Improvement Fund STN (Discretionary)

Sunset Empire Transportation District

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2021 - 2022			
Actual		Adopted Budget Year 2020 - 2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020						
1			1	RESOURCES			1
2			2	Cash on hand * (cash basis)	\$0	\$0	2
3		\$450,000	3	ODOT - STIF Discretionary Program Grant	\$552,000	\$552,000	3
4	\$0	\$450,000	4	Total Resources, except taxes to be levied	\$552,000	\$552,000	\$0
5	\$0	\$450,000	5	TOTAL RESOURCES	\$552,000	\$552,000	\$0
6			6	REQUIREMENTS **			6
7			7	Org Unit or Prog & Activity	Object Classification	Detail	7
8		\$216,000	8	STIF	Transfer	Operations	\$232,000
9		\$234,000	9	STIF	Transfer	Capital	\$320,000
10			10	Ending balance (prior years)			
11		\$0	11	UNAPPROPRIATED ENDING FUND BALANCE			\$0
12	\$0	\$450,000	12	TOTAL REQUIREMENTS	\$552,000	\$552,000	\$0

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

150-504-010 (Rev. 10-16)

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

FORM

LB-11

This fund is authorized and established by resolution / ordinance number
2016-2 on (date) June 30, 2016 for the following specified purpose:

Building and Equipment

**RESERVE FUND
RESOURCES AND REQUIREMENTS**

Capital Reserve Fund

Year this reserve fund will be reviewed to be continued or abolished.

Date can not be more than 10 years after establishment.

Review Year: 2026

Sunset Empire Transportation District

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS			Budget for Next Year 2021 - 2022		
Actual		Adopted Budget Year 2020 - 2021				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020							
1			1	RESOURCES			1	
2	\$87,614	\$89,201	2	Cash on hand * (cash basis), or			\$134,455	
3	\$1,407		3	Interest				
4		\$50,000	4	Transferred IN, from other funds			\$839,759	
5	\$89,021	\$139,201	5	Total Resources, except taxes to be levied			\$974,214	
6			6	Taxes estimated to be received				
7			7	Taxes collected in year levied				
8	\$89,021	\$139,201	8	TOTAL RESOURCES			\$974,214	
9			9	REQUIREMENTS **			\$974,214	
10			10	Org. Unit or Prog. & Activity	Object Classification	Detail		
11		\$26,000	11	General Fund	Transfer	E-Fare Match		
12		\$40,000	12	General Fund	Transfer	Equipment	\$134,455	
13	\$89,021	\$113,201	13	Ending balance (prior years)			\$134,455	
14		\$134,455	14	UNAPPROPRIATED ENDING FUND BALANCE			\$839,759	
15	\$89,201	\$139,201	15	TOTAL REQUIREMENTS			\$974,214	

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

150-504-011 (Rev 10-16)

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

RESOURCES
RideCare Fund

Sunset Empire Transportation District

Historical Data				RESOURCE DESCRIPTION	Budget for Next Year 2021-2022			
Actual		Adopted Budget This Year Year 2020-2021	Proposed By Budget Officer		Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2018-2019	First Preceding Year 2019-2020							
1	-\$129,442		1	Available cash on hand* (cash basis) or				1
2			2	Net working capital (accrual basis)				2
3	\$533,547		3	Charges for Services				3
4	\$6,607		4	Interest				4
5	\$15,891		5	Transferred IN, from other funds				5
6	\$426,603	\$0	6	Total resources, except taxes to be levied	\$0	\$0	\$0	6
7			7	Taxes estimated to be received				7
8			8	Taxes collected in year levied				8
9	\$426,603	\$0	9	TOTAL RESOURCES	\$0	\$0	\$0	9

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

FORM
LB-30

REQUIREMENTS SUMMARY

NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM

RideCare Fund

Sunset Empire Transportation District

1	Historical Data			REQUIREMENTS DESCRIPTION	Budget For Next Year 2021-2022		
	Actual		Adopted Budget This Year 2020-2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 2018-2019	First Preceding Year 2019-2020					
1				PERSONNEL SERVICES NOT ALLOCATED			
2	\$74,727	\$0	\$0	TOTAL PERSONNEL SERVICES	\$0	\$0	\$0
3				Total Full-Time Equivalent (FTE)			
4				MATERIALS AND SERVICES NOT ALLOCATED			
5	\$334,332	\$0	\$0	TOTAL MATERIALS AND SERVICES	\$0	\$0	\$0
6				CAPITAL OUTLAY NOT ALLOCATED			
7	\$0	\$0	\$0	TOTAL CAPITAL OUTLAY	\$0	\$0	\$0
8				DEBT SERVICE			
9	\$14,006	\$0	\$0	TOTAL DEBT SERVICE	\$0	\$0	\$0
10				SPECIAL PAYMENTS			
11	\$0	\$0	\$0	TOTAL SPECIAL PAYMENTS	\$0	\$0	\$0
12				INTERFUND TRANSFERS			
13	\$0	\$0	\$0	TOTAL INTERFUND TRANSFERS	\$0	\$0	\$0
14				OPERATING CONTINGENCY			
15				RESERVED FOR FUTURE EXPENDITURE			
16				UNAPPROPRIATED ENDING BALANCE			
17	\$423,065	\$0	\$0	Total Requirements NOT ALLOCATED	\$0	\$0	\$0
18				Total Requirements for ALL Org.Units/Programs within fund	\$0		
19	\$3,538			Ending balance (prior years)			
20	\$426,603	\$0	\$0	TOTAL REQUIREMENTS	\$0	\$0	\$0

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

BOARD RESOLUTION

IN THE MATTER OF ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2021-2022, MAKING APPROPRIATIONS, IMPOSING AND CATEGORIZING TAXES

RESOLUTION AND ORDER NO. 2021-01

BE IT RESOLVED that the Board of Directors of the Sunset Empire Transportation District hereby adopts the budget for fiscal year 2021-202 in the sum of **\$10,383,329** now on file at the administrative offices of the Sunset Empire Transportation District at 900 Marine Drive, Astoria, Oregon.

BE IT RESOLVED that the amounts for the fiscal year beginning July 1, 2021 and ending June 30, 2022 and for the purposes shown below are hereby appropriated as follows:

All Funds	(Note – Numbers are rounded)	
Personnel Services	\$	3,143,709
Materials and Services	\$	1,215,700
Capital	\$	1,847,350
Unappropriated Ending Balance	\$	1,639,759
Debt Service	\$	0
Contingency	\$	165,000
Interfund Transfer	\$	2,371,811
Total Department	\$	10,383,329

BE IT RESOLVED that the Board of Directors of Sunset Empire Transportation District hereby imposes the taxes provided for in the adopted budget at the rate of \$0.162 per \$1,000 of assessed value; and that these taxes are hereby imposed and categorized as follows for the tax year 2021- 2022 upon the assessed value of all taxable property within the district.

	General Government	Excluded from Limitation
General Fund	\$0.162/\$1,000	0

BE IT RESOLVED that the Executive Director will hereby certify to the Clatsop County Assessor the imposed taxes made by this resolution and file with the Assessor a copy of the Budget as finally adopted by July 15, 2021.

ADOPTED AND APPROPRIATED by the Board of Directors on June 25th, 2021

By: _____, Chair of the Board

ATTEST:

By: _____, Secretary of the Board

June 25, 2021
Sunset Empire Transportation District
Resolution 2021-01
Budget Adoption 2021-2022

MOTION OF ADOPTION

Name	Aye	No	Absent
Chair Tamara Taylor			
Commissioner Tracy MacDonald			
Commissioner Pamela Alegria			
Commissioner Boothe-Schmidt			
Commissioner Charles Withers			
Commissioner Diana Nino			
Commissioner Rebecca Reed			

RESOURCES
General Fund

Sunset Empire Transportation District

	Historical Data			Year To Date	RESOURCE DESCRIPTION	Budget for Next Year 2021-2022			
	Actual		Adopted Budget This Year Year 2020-2021			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2018-2019	First Preceding Year 2019-2020							
1	\$351,418	\$458,634	\$966,691		1 Available cash on hand* (cash basis) or	\$800,000	\$900,000	\$900,000	1
2					2 Net working capital (accrual basis)				2
3	\$10,937	\$24,245	\$27,000	\$22,120	3 Previously levied taxes estimated to be received	\$25,000	\$25,000	\$25,000	3
4	\$9,671	\$12,389	\$2,000	\$4,143	4 Interest	\$2,000	\$2,000	\$2,000	4
5					5 OTHER RESOURCES				5
6	\$266,026	\$222,342	\$250,000	\$131,229	7 Fares	\$175,000	\$175,000	\$175,000	6
7	\$83,742	\$61,065	\$60,000	\$83,632	8 IGA Contracted Services	\$85,000	\$85,000	\$85,000	7
8	\$10,728	\$8,450	\$10,500	\$7,866	9 Rentals	\$10,500	\$10,500	\$10,500	8
9	\$11,365	\$9,196	\$12,000	\$2,207	10 Commissions/Proceeds	\$5,000	\$5,000	\$5,000	9
10	\$164,920	\$240,052	\$160,000	\$207,062	11 State Timber Revenue	\$200,000	\$200,000	\$200,000	10
11	\$48,973	\$89,560	\$75,000	\$74,350	12 State Mass Transit Payroll Distribution	\$80,000	\$90,000	\$90,000	11
12	\$0	\$0	\$0	\$0	13 Training Scholarships (Jennifer 5k Jeff 3k Jason 3k)	\$11,000	\$11,000	\$11,000	12
13		\$6,703	\$150	\$15,562	13 Other	\$150	\$150	\$150	13
14	\$93,398	\$0	\$0	\$0	14 ODOT (STF) State Funds	\$0	\$0	\$0	14
15	\$0	\$0	\$0	\$0	15 ODOT - \$5304 Marketing Plan	\$60,000	\$60,000	\$60,000	15
16	\$142,565	\$92,406	\$138,976	\$105,464	16 ODOT - \$5310 Mobility Mgmt/Preventative Maint.	\$139,443	\$139,443	\$139,443	16
17	\$12,000	\$12,000	\$0	\$3,000	17 ODOT - \$5310 Preventative Maint. Discretionary	\$0	\$0	\$0	17
18	\$570,553	\$523,359	\$501,221	\$381,713	18 ODOT - \$5311 Operations	\$551,344	\$551,344	\$551,344	18
19	\$0	\$0	\$0	\$13,312	19 ODOT - \$5311 CARES Act Needs Based 34415/34737	\$305,000	\$635,000	\$635,000	19
20	\$0	\$498,734	\$400,000	\$0	20 ODOT - \$5311 CARES Act Formula	\$507,445	\$507,445	\$507,445	20
21	\$0	\$430,147	\$0	\$0	21 ODOT - \$5311 Special Transportation Program	\$0	\$0	\$0	21
22	\$0	\$174,250	\$1,239,300	\$171,813	22 ODOT - \$5339 Bus & Bus Facilities 34220	\$1,065,050	\$1,065,050	\$1,065,050	22
23	\$70,971	\$57,783	\$86,577	\$64,933	23 ODOT - Transportation Options	\$97,775	\$97,775	\$97,775	23
					ODOT - RVHT Rural Veterans			\$20,000	
24	\$2,750	\$0	\$0	\$2,500	24 SDAO Safety Grant	\$0	\$0	\$0	24
25	\$0	\$93,864	\$140,725	\$70,398	25 Transferred IN from STF Fund	\$132,970	\$102,935	\$102,935	25
26	\$0	\$886,701	\$1,043,228	\$512,255	26 Transferred IN from STIF Formula Fund	\$742,662	\$742,662	\$742,662	26
27	\$0	\$183,344	\$436,764	\$168,359	27 Transferred IN from STIF Discretionary/STN Fund	\$552,000	\$552,000	\$552,000	27
28	\$0	\$17,000	\$49,000	\$0	28 Transferred IN from Capital Reserve Fund	\$134,455	\$134,455	\$134,455	28
29	\$1,850,017	\$4,102,224	\$5,599,132	\$2,041,918	29 Total resources, except taxes to be levied	\$5,681,794	\$6,091,759	\$6,111,759	29
30			\$1,000,000	\$1,025,163	30 Taxes estimated to be received	\$1,080,000	\$1,080,000	\$1,080,000	30
31	\$990,372				31 Taxes collected in year levied				31
32	\$2,840,389	\$4,102,224	\$6,599,132		32 TOTAL RESOURCES	\$6,761,794	\$7,171,759	\$7,191,759	32

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

REQUIREMENTS SUMMARY

**FORM
LB-30**

ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY

General Fund

Sunset Empire Transportation District

Historical Data				Current Year to Date	REQUIREMENTS FOR: <u>(Name of Org. Unit or Program & Activity)</u>	Budget For Next Year 2021-2022			
Actual		Adopted Budget This Year 2020-2021	Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2018-2019	First Preceding Year 2019-2020								
1				1	PERSONNEL SERVICES				1
2	\$1,543,631	\$1,865,022	\$1,949,061	\$1,494,838	2 Salaries & Wages	\$2,324,694	\$2,060,659	\$2,060,659	2
3	\$163,108	\$211,809	\$256,000	\$211,461	3 Payroll Expenses	\$330,050	\$330,050	\$330,050	3
4	\$373,295	\$379,843	\$688,871	\$459,667	4 Employee Benefits	\$753,000	\$753,000	\$753,000	4
5	\$2,080,034	\$2,456,674	\$2,893,932	\$2,165,966	5 TOTAL PERSONNEL SERVICES	\$3,407,744	\$3,143,709	\$3,143,709	5
6	34	44	45		6 Total Full-Time Equivalent (FTE)	50			6
7					7 MATERIALS AND SERVICES				7
8	\$6,402	\$6,048	\$10,000	\$3,495	8 Provider Services	\$10,000	\$10,000	\$30,000	8
9	\$7,863	\$12,000	\$35,000	\$7,570	9 Audit	\$22,000	\$22,000	\$22,000	9
10	\$1,545	\$1,115	\$1,500	\$1,525	10 Advertising	\$1,500	\$1,500	\$1,500	10
11	\$1,662	\$1,490	\$2,000	\$759	11 Bank Fees	\$2,000	\$2,000	\$2,000	11
12	\$47,637	\$60,577	\$40,000	\$34,995	12 Building Grounds and Maintenance	\$50,000	\$50,000	\$50,000	12
13	\$6,400	\$13,656	\$15,000	\$10,530	13 Building Lease	\$15,000	\$15,000	\$15,000	13
14	\$193,137	\$146,667	\$135,000	\$143,057	14 Computer Information Technology Services	\$150,000	\$150,000	\$162,000	14
15	\$20,870	\$24,891	\$35,000	\$8,323	15 Conferences, Training, and Travel	\$35,000	\$35,000	\$35,000	15
16	\$3,151	\$4,831	\$5,000	\$7,395	16 Drug and Alcohol Testing/Background Checks	\$10,000	\$10,000	\$10,000	16
17	\$13,380	\$10,650	\$15,000	\$24,121	17 Dues, Subscriptions and Fees	\$25,000	\$25,000	\$25,000	17
18	\$12,000	\$12,000	\$12,000	\$9,000	18 IGA Dues and Fees	\$12,000	\$12,000	\$12,000	18
19	\$14,192	\$54,125	\$30,000	\$236	19 Small Equipment/Tools	\$30,000	\$30,000	\$32,300	19
20	\$2,573	\$2,256	\$2,700	\$1,758	20 Equipment Lease	\$2,700	\$2,700	\$2,700	20
21	\$6,740	\$6,863	\$30,000	\$5,793	21 Outreach	\$30,000	\$30,000	\$30,000	21
22	\$4,555	\$5,021	\$8,000	\$4,058	22 Employee Recognition	\$10,000	\$10,000	\$10,000	22
23	\$9,623	\$0	\$8,000	\$0	23 Election Fees	\$0	\$0	\$0	23
24	\$177,918	\$169,914	\$250,000	\$144,248	24 Fuel	\$250,000	\$250,000	\$250,000	24
25	\$53,751	\$43,460	\$70,000	\$52,914	25 Insurance (Property, Vehicle, Liability, Cyber)	\$82,000	\$82,000	\$82,000	25
26	\$2,096	\$512	\$1,000	\$122	26 Legal Ads	\$1,000	\$1,000	\$1,000	26
27	\$75,513	\$10,613	\$8,000	\$3,814	27 Legal Counsel	\$60,000	\$60,000	\$60,000	27
28	\$17,923	\$5,000	\$15,000	\$4,146	28 Uninsured Loss	\$15,000	\$15,000	\$15,000	28
29	\$3,041	\$1,363	\$2,000	\$974	29 Meeting Expense	\$1,500	\$1,500	\$1,500	29
30	\$12,251	\$16,488	\$18,000	\$9,905	30 Office Supplies	\$18,000	\$18,000	\$18,000	30
31	\$7,885	\$7,448	\$500	\$1,228	31 Payroll Processing Fee	\$0	\$0	\$0	31
32	\$8,195	\$9,909	\$10,000	\$3,458	32 Printing	\$10,000	\$10,000	\$10,000	32
33	\$26,337	\$30,281	\$54,000	\$18,362	33 Professional Services	\$75,000	\$75,000	\$86,000	33
34	\$2,211	\$986	\$2,500	\$3,284	34 Taxes/Licenses	\$4,000	\$4,000	\$4,000	34
35	\$43,510	\$52,742	\$60,000	\$34,582	35 Telecommunications/Internet	\$60,000	\$60,000	\$60,000	35
36	\$5,063	\$8,266	\$10,000	\$2,800	36 Uniforms	\$10,000	\$10,000	\$10,000	36
37	\$27,138	\$27,634	\$35,000	\$20,812	37 Utilities	\$35,000	\$35,000	\$35,000	37
38	\$144,554	\$149,238	\$180,000	\$116,844	38 Vehicle Maintenance and Repair	\$180,000	\$180,000	\$180,000	38
39		\$2,542	\$9,000	\$2,184	39 Shop Supplies	\$9,000	\$9,000	\$9,000	39
40	\$959,116	\$898,586	\$1,109,200	\$682,292	40 TOTAL MATERIALS AND SERVICES	\$1,215,700	\$1,215,700	\$1,261,000	40

41				41	CAPITAL OUTLAY			41		
42			\$201,127	42	2 x Class C Buses	\$616,000	\$616,000	\$616,000	42	
					2 x Class D Buses	\$293,000	\$293,000	\$293,000		
					2 x Class A Buses Remanufactured	\$674,000	\$674,000	\$674,000		
					2 x Supervisor Vehicles	\$58,000	\$58,000	\$58,000		
					New Signage	\$21,000	\$21,000	\$21,000		
					New Repeater Equipment and Location	\$50,000	\$50,000	\$50,000		
					Post Lifts for Fleet Maintenance	\$40,000	\$40,000	\$40,000		
					Bus Stop Construction Hwy 101 & Ensign (match)	\$55,350	\$55,350	\$55,350		
					HVAC	\$40,000	\$40,000	\$40,000		
					Servers	\$0	\$0	\$12,000		
43	\$0	\$630,874	\$1,683,000	\$201,127	43	TOTAL CAPITAL OUTLAY	\$1,847,350	\$1,847,350	\$1,859,350	43
44	\$3,039,150	\$3,986,134	\$5,686,132	\$3,049,385	44	ORGANIZATIONAL UNIT / ACTIVITY TOTAL	\$6,470,794	\$6,206,759	\$6,264,059	44

150-504-030 (Rev 11-18)

FORM
LB-30

REQUIREMENTS SUMMARY
NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM
 General Fund
 (name of fund)

Sunset Empire Transportation District
 (name of Municipal Corporation)

Historical Data			REQUIREMENTS DESCRIPTION	Budget For Next Year 2021-2022		
Actual		Adopted Budget This Year 2020-2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2018-2019	First Preceding Year 2019-2020					
1			1 PERSONNEL SERVICES NOT ALLOCATED			1
2			2			2
3			3			3
4	\$0	\$0	4 TOTAL PERSONNEL SERVICES	\$0	\$0	\$0
5			5 Total Full-Time Equivalent (FTE)			5
6			6 MATERIALS AND SERVICES NOT ALLOCATED			6
7			7			7
8			8			8
9	\$0	\$0	9 TOTAL MATERIALS AND SERVICES	\$0	\$0	\$0
10			10 CAPITAL OUTLAY NOT ALLOCATED			10
11			11			11
12			12			12
13	\$0	\$0	13 TOTAL CAPITAL OUTLAY	\$0	\$0	\$0
14			14 DEBT SERVICE			14
15	\$118,293		15			15
16			16			16
17	\$118,293	\$0	17 TOTAL DEBT SERVICE	\$0	\$0	\$0
18			18 SPECIAL PAYMENTS			18
19			19			19
20			20			20
21	\$0	\$0	21 TOTAL SPECIAL PAYMENTS	\$0	\$0	\$0
22			22 INTERFUND TRANSFERS			22
23	\$50,000	\$50,000	23 To Capital Reserve Fund	\$50,000	\$50,000	\$50,000
24			24			24
25			25			25
26			26			26
27			27			27
28	\$50,000	\$50,000	28 TOTAL INTERFUND TRANSFERS	\$50,000	\$50,000	\$50,000
29			29 OPERATING CONTINGENCY	\$165,000	\$165,000	\$127,700
30			30 RESERVED FOR FUTURE EXPENDITURE	\$0		30
31			31 UNAPPROPRIATED ENDING BALANCE	\$750,000	\$750,000	\$750,000
32	\$168,293	\$50,000	32 Total Requirements NOT ALLOCATED	\$965,000	\$965,000	\$927,700
33			33 Total Requirements for ALL Org.Units/Programs within fu	\$6,470,794	\$6,206,759	\$6,264,059
34			34 Ending balance (prior years)			34
35	\$168,293	\$50,000	35 TOTAL REQUIREMENTS	\$7,435,794	\$7,171,759	\$7,191,759

SPECIAL FUND
RESOURCES AND REQUIREMENTS
Special Transportation Fund

Sunset Empire Transportation District

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2021 - 2022							
Actual		Adopted Budget Year 2020 - 2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body					
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020										
1			1	RESOURCES			1				
2	\$66,664	\$11,005	2	Cash on hand * (cash basis), or	\$40,000	\$40,000	\$40,000	2			
3			3	Working Capital (accrual basis)				3			
4			4	Previously levied taxes estimated to be received				4			
5			5	Interest				5			
6			6	Transferred IN, from other funds				6			
7	\$93,242	\$93,864	7	ODOT-STF Formula Grant	\$92,935	\$92,935	\$92,935	7			
8	\$159,906	\$104,869	8	Total Resources, except taxes to be levied	\$132,935	\$132,935	\$132,935	8			
9			9	Taxes estimated to be received				9			
10			10	Taxes collected in year levied				10			
11	\$159,906	\$104,869	\$140,725	TOTAL RESOURCES	\$132,935	\$132,935	\$132,935	11			
12				REQUIREMENTS **				12			
				Org Unit or Prog & Activity	Object Classification	Detail					
13			13					13			
14	\$69,205	\$27,921	\$51,725	14	STF	Transfer	Wages	14			
15	\$24,000	\$11,966	\$26,000	15	STF	Transfer	Benefits/Taxes	15			
16	\$6,402	\$3,000	\$13,000	16	STF	Transfer	Non Profit Assist/Outreach/Vet	\$10,000	\$10,000	\$10,000	16
17	\$45,000	\$13,960	\$20,000	17	STF	Transfer	Operations Assistance	\$62,898	\$62,898	\$62,898	17
18	\$0	\$10,000	\$30,000	18	STF	Transfer	Capital Expense				18
					STF	Transfer	Operations Assistance	\$30,037	\$30,037	\$30,037	19
19		\$38,022		19			Ending balance (prior years)				19
20				20			UNAPPROPRIATED ENDING FUND BALANCE	\$30,000	\$30,000	\$30,000	20
21	\$144,607	\$104,869	\$140,725	21			TOTAL REQUIREMENTS	\$132,935	\$132,935	\$132,935	21

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

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

				SPECIAL FUND								
FORM				RESOURCES AND REQUIREMENTS								
LB-10				Statewide Transportation Improvement Fund Formula			Sunset Empire Transportation District					
		Historical Data		DESCRIPTION RESOURCES AND REQUIREMENTS			Budget for Next Year 2021 - 2022					
		Actual					Proposed By Budget Officer		Approved By Budget Committee		Adopted By Governing Body	
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020	Adopted Budget Year 2020 - 2021										
1				1	RESOURCES						1	
2		\$0	\$746,701	2	Cash on hand * (cash basis)			\$873,134	\$873,134	\$873,134	2	
3			\$5,000	3	Interest			\$2,500	\$2,500	\$2,500	3	
4		\$886,701	\$631,000	4	ODOT - STIF Formula Fund Distribution			\$656,787	\$656,787	\$656,787	4	
5	\$0	\$886,701	\$1,382,701	5	Total Resources, except taxes to be levied			\$1,532,421	\$1,532,421	\$1,532,421	5	
6	\$0	\$886,701	\$1,382,701	6	TOTAL RESOURCES			\$1,532,421	\$1,532,421	\$1,532,421	6	
7				7	REQUIREMENTS **						7	
8				8	Org Unit or Prog & Activity	Object Classification	Detail				8	
9		\$49,233	\$278,700	9	STIF	Transfer	Capital Match	\$264,300	\$264,300	\$264,300	9	
10		\$3,142	\$25,000	10	STIF	Transfer	Coordinated Plan				10	
11		\$73,175	\$739,528	11	STIF	Transfer	Operations for Expanded Service	\$458,362	\$458,362	\$458,362	11	
12		\$675		12	STIF	Transfer	Student Transportation	\$5,000	\$5,000	\$5,000	12	
13				13	STIF	Transfer	Public Engage (MKT) Plan Match	\$15,000	\$15,000	\$15,000	13	
14				14	STIF	Transfer	Capital Reserve	\$789,759	\$789,759	\$789,759	14	
15				15							15	
16				16							16	
17				17							17	
18				18							18	
19				19							19	
20				20							20	
21				21							21	
22		\$760,476		22	Ending balance (prior years)						22	
23			\$339,473	23	UNAPPROPRIATED ENDING FUND BALANCE			\$0			23	
24				24	TOTAL REQUIREMENTS			\$1,532,421	\$1,532,421	\$1,532,421	24	
				*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year								
150-504-010 (Rev. 10-16)				**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.								

SPECIAL FUND

**FORM
LB-10**

RESOURCES AND REQUIREMENTS

Statewide Transportation Improvement Fund STN (Discretionary)

Sunset Empire Transportation District

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS				Budget for Next Year 2021 - 2022		
Actual		Adopted Budget Year 2020 - 2021					Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020								
1			1	RESOURCES					
2			2	Cash on hand * (cash basis)			\$0	\$0	
3	\$450,000	\$436,764	3	ODOT - STIF Discretionary Program Grant			\$552,000	\$552,000	
4	\$0	\$450,000	4	Total Resources, except taxes to be levied			\$552,000	\$552,000	\$0
5	\$0	\$450,000	5	TOTAL RESOURCES			\$552,000	\$552,000	\$0
6			6	REQUIREMENTS **					
7			7	Org Unit or Prog & Activity	Object Classification	Detail			
8	\$216,000	\$355,764	8	STIF	Transfer	Operations	\$232,000	\$232,000	
9	\$234,000	\$81,000	9	STIF	Transfer	Capital	\$320,000	\$320,000	
10			10	Ending balance (prior years)					
11		\$0	11	UNAPPROPRIATED ENDING FUND BALANCE			\$0		
12	\$0	\$450,000	12	TOTAL REQUIREMENTS			\$552,000	\$552,000	\$0

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

150-504-010 (Rev. 10-16)

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

FORM

LB-11

This fund is authorized and established by resolution / ordinance number
2016-2 on (date) June 30, 2016 for the following specified purpose:

Building and Equipment

**RESERVE FUND
RESOURCES AND REQUIREMENTS**

Year this reserve fund will be reviewed to be continued or abolished.

Date can not be more than 10 years after establishment.

Review Year: 2026

Capital Reserve Fund

Sunset Empire Transportation District

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2021 - 2022			
Actual		Adopted Budget Year 2020 - 2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2018 - 2019	First Preceding Year 2019 - 2020						
1			1	RESOURCES			1
2	\$87,614	\$89,201	2	Cash on hand * (cash basis), or	\$134,455	\$134,455	2
3	\$1,407		3	Interest			3
4		\$50,000	4	Transferred IN, from other funds	\$839,759	\$839,759	4
5	\$89,021	\$139,201	5	Total Resources, except taxes to be levied	\$974,214	\$974,214	\$0 5
6			6	Taxes estimated to be received			6
7			7	Taxes collected in year levied			7
8	\$89,021	\$139,201	8	TOTAL RESOURCES	\$974,214	\$974,214	\$0 8
9			9	REQUIREMENTS **			9
10			10	Org. Unit or Prog. & Activity	Object Classification	Detail	10
11		\$26,000	11	General Fund	Transfer	E-Fare Match	11
12			12	General Fund	Transfer	Equipment	12
13	\$89,201	\$113,201	13	Ending balance (prior years)			13
14			14	UNAPPROPRIATED ENDING FUND BALANCE			14
15	\$89,201	\$139,201	15	TOTAL REQUIREMENTS			\$0 15

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

150-504-011 (Rev 10-16)

**List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

RESOURCES
RideCare Fund

Sunset Empire Transportation District

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2021-2022			
	Actual		Adopted Budget This Year Year 2020-2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2018-2019	First Preceding Year 2019-2020						
1	-\$129,442			1 Available cash on hand* (cash basis) or				1
2				2 Net working capital (accrual basis)				2
3	\$533,547			3 Charges for Services				3
4	\$6,607			4 Interest				4
5	\$15,891			5 Transferred IN, from other funds				5
6	\$426,603	\$0	\$0	6 Total resources, except taxes to be levied	\$0	\$0	\$0	6
7				7 Taxes estimated to be received				7
8				8 Taxes collected in year levied				8
9	\$426,603	\$0	\$0	9 TOTAL RESOURCES	\$0	\$0	\$0	9

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

**FORM
LB-30**

REQUIREMENTS SUMMARY
ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY

			(name of fund)				(name of Municipal Corporation)
Historical Data			REQUIREMENTS FOR: (Name of Org. Unit or Program & Activity)	Budget For Next Year 20__-__			
Actual		Adopted Budget This Year 20__-__		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 20__-__	First Preceding Year 20__-__						
1			1	PERSONNEL SERVICES			1
2			2				2
3			3				3
4			4				4
5			5				5
6			6				6
7			7				7
8	0	0	8	TOTAL PERSONNEL SERVICES	0	0	0
9			9	Total Full-Time Equivalent (FTE)			
10			10	MATERIALS AND SERVICES			10
11			11				11
12			12				12
13			13				13
14			14				14
15			15				15
16			16				16
17			17				17
18			18				18
19			19				19
20			20				20
21			21				21
22			22				22
23			23				23
24			24				24
25			25				25
26			26				26
27	0	0	27	TOTAL MATERIALS AND SERVICES	0	0	0
28			28	CAPITAL OUTLAY			
29			29				29
30			30				30
31			31				31
32			32				32
33			33				33
34			34				34
35	0	0	35	TOTAL CAPITAL OUTLAY	0	0	0
36	0	0	36	ORGANIZATIONAL UNIT / ACTIVITY TOTAL	0	0	0

150-504-030 (Rev 11-18)

REQUIREMENTS SUMMARY

**FORM
LB-30**

NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM

RideCare Fund

Sunset Empire Transportation District

	Historical Data			REQUIREMENTS DESCRIPTION	Budget For Next Year 2021-2022			
	Actual		Adopted Budget This Year 2020-2021		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2018-2019	First Preceding Year 2019-2020						
1				1 PERSONNEL SERVICES NOT ALLOCATED				1
2	\$74,727	\$0	\$0	2 TOTAL PERSONNEL SERVICES	\$0	\$0	\$0	2
3				3 Total Full-Time Equivalent (FTE)				3
4				4 MATERIALS AND SERVICES NOT ALLOCATED				4
5	\$334,332	\$0	\$0	5 TOTAL MATERIALS AND SERVICES	\$0	\$0	\$0	5
6				6 CAPITAL OUTLAY NOT ALLOCATED				6
7	\$0	\$0	\$0	7 TOTAL CAPITAL OUTLAY	\$0	\$0	\$0	7
8				8 DEBT SERVICE				8
9	\$14,006	\$0	\$0	9 TOTAL DEBT SERVICE	\$0	\$0	\$0	9
10				10 SPECIAL PAYMENTS				10
11	\$0	\$0	\$0	11 TOTAL SPECIAL PAYMENTS	\$0	\$0	\$0	11
12				12 INTERFUND TRANSFERS				12
13	\$0	\$0	\$0	13 TOTAL INTERFUND TRANSFERS	\$0	\$0	\$0	13
14				14 OPERATING CONTINGENCY				14
15				15 RESERVED FOR FUTURE EXPENDITURE				15
16				16 UNAPPROPRIATED ENDING BALANCE				16
17	\$423,065	\$0	\$0	17 Total Requirements NOT ALLOCATED	\$0	\$0	\$0	17
18				18 Total Requirements for ALL Org.Units/Programs within fund	\$0			18
19	\$3,538			19 Ending balance (prior years)				19
20	\$426,603	\$0	\$0	20 TOTAL REQUIREMENTS	\$0	\$0	\$0	20



**SUNSET EMPIRE TRANSPORTATION DISTRICT
DRAFT ZOOM BUDGET COMMITTEE MEETING MINUTES
MAY 15, 2021
9:00 AM**

1. CALL TO ORDER- Chair Tamra Taylor called the Zoom virtual meeting to order at 9:04 AM.
w

2. BUDGET COMMITTEE ROLL CALL:

Tamra Taylor, Tracy MacDonald, Pamela Alegria, Debbie Boothe-Schmidt, Charles Withers, Diana Nino, Rebecca Reed, Christine Lolich, Jeff Frane, MaryAnn Brandon, and John Lansing. Melinda Ward and Tita Montero excused.

Staff Present- Executive Director Jeff Hazen, Finance Officer Kelly Smith, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker

3. ELECTION OF 2021-2022 BUDGET COMMITTEE OFFICERS-

BUDGET COMMITTEE CHAIR

Debbie Booth-Schmidt nominated Jeff Frane for Budget Committee Chair

Jeff Frane declined the nomination

John Lansing nominated Jeff Hazen for Budget Committee Chair

Jeff Hazen declined the nomination stating he was the Budget Officer

Tamra Taylor nominated Commissioner Booth-Schmidt for Budget Committee Chair

Charles Withers seconded the nomination

Debbie Booth-Schmidt accepted the nomination

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino
Aye	x	x	x	x	x		x
Nay							
Abstain						abstained	

Lolich	Frane	Brandon	Lansing	
x	x	x	x	10
				0
				1

4. BUDGET COMMITTEE SECRETARY

Tracy MacDonald nominated Charles Withers as Budget Committee Secretary

Diana Nino seconded the motion

Charles Withers had concerns about taking notes. Chair Booth-Schmidt informed him that he did not have to take notes but would be signing the approved minutes.

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino
Aye	x	x	x	x		x	x
Nay							
Abstain					x		

Lolich	Frane	Brandon	Lansing	
x	x	x	x	10
				0
				1

5. APPROVAL OF MAY 16, 2020, BUDGET MEETING MINUTES

Jeff Frane moved to approve the May 16, 2020, Budget Meeting Minutes

Tamra Taylor seconded the motion

Discussion- Tamra Taylor asked that her name be corrected with only 2 a's. Rebecca Read asked that her last name be corrected from Reed to Read.

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino
Aye	x	x	x	x	x	x	x
Nay							
Abstain							
Lolich	Frane	Brandon	Lansing				
x	x	x	x	11			
				0			
				0			

6. BUDGET OFFICER PRESENTATION- Budget Officer Jeff Hazen reviewed the Budget Message for fiscal year 2021-2022. Hazen discussed what SETD had put in place to protect riders and staff during the Covid 19 pandemic. This included hiring 14 Sani-techs which had been riding on each bus route all day long routinely disinfecting touch points and assisting with rider distancing. Hazen said he knew of no other transit service in the nation that has gone to this extent. Hazen reported Ridership decreased by 35% to 45% per month after having a great increase in ridership following the roll out of the Statewide Transportation Improvement Fund prior to the pandemic. After cycling through this whole year April's ridership was up by 20%. Hazen said last years budget was a challenge with the pandemic and due to the ongoing Covid requirements that this budget is conservative. Hazen said we are proposing to hire 5 new drivers next year. All employees will be receiving a 2% cost of living increase in July and they also will receive their step increase on their anniversary. Represented employees receive longevity pay and we will be adding that to non represented employees as well. We also will be offering a \$20,000 life insurance policy for all employees as well as a choice to purchase more insurance for themselves or spouses without any medical exam. There will be carryover from last years budget to this year because of the delays in receiving buses that are on order. Hazen said we will be taking advantage of the statewide purchasing program to purchase two electric vehicles for the Driver Supervisors. Hazen said that SETD will be doing an upgrade on our radio communication system and installing equipment on an existing tower in south county so that our drivers no longer have dead zones. Hazen said we will be purchasing new post bus lifts to assist with maintenance on the larger buses we now have. The NWConnector will be installing 3 new shelters at locations previously determined from a study and one of the locations is in Warrenton on Ensign and Hwy 101 where currently there is only a bench. There will also be a bus pullout constructed at this location. Hazen said we will be using some of our STIF as match for this project. STF funds will be used for operating fixed route and Paratransit service and the free Vaccination Transportation services that we provide to the Covid clinics. Hazen said the STIF will continue to fund routes that were added last year but will also be funding a new weekend bus route in Seaside.

7. DISCUSSION OF FUND BUDGETS- Budget Officer Hazen reviewed funding budgets

- i. General Fund- Total Resources \$7,171,759 Total Requirements \$7,171,759
- ii. STF Fund- Total Resources \$132,935 Total Requirements \$132,935
- iii. STIF Formula Fund- Total Resources \$1,532,421 Total Requirements \$1,532,421
- iv. STIF Discretionary Fund- Total Resources \$552,000 Total Requirements \$552,000

- v. Capital Reserve Fund Total Resources \$974,214 Total Requirements \$974,214

Materials and Services- Diana Nino requested that professional translation services be included in the budget. Hazen suggested that this not be added to the budget at this time since he has no idea of what the cost will be. He said if the Board directs him he will go out for an RFQ for translation services and use contingency funds for the cost. Tamra Taylor requested that the discussion about translation services be moved to the June Board Meeting. Jeff Frane said that Trimet would be a good resource for translation services as he used them when he worked there.

8. PUBLIC COMMENT- From Facebook:

From Stanford Lynx: Several SETD Board Meetings ago I was told that SETD will be getting some replacement buses; and they will be getting new bus racks that include the Apex Fat Tire Option Racks for fat tire bikes. More and more people are getting these bicycles, me included. It is too dangerous to ride bicycles over the New Youngs Bay and the Astoria Megler Bridges.

If SETD incorporates the 'Fat Tire Option Bike Racks, people can take their fat tire bikes with them and travel much safer with the buses transporting the bike and rider over the bridges. I would again be able to buy the monthly bus passes.

When are the fat tire Bike Racks going to be in service?

From Shelia Rickers: Has Sunset thought about doing Token Transit like Pacific County Washington State is about to start June 1.

Response to Comments: Executive Director Hazen responded that all the new buses will have fat tire racks. Executive Director Hazen said he did not know that Pacific County Transportation was implementing Token Transit which will work well since SETD will also be implementing Token Transit soon.

9. APPROVE BUDGET- Budget Committee Chair asked for a motion

Tracy MacDonald moved that the Budget Committee of Sunset Empire Transportation District approve and recommend that the SETD Board of Commissioners approve the budget of 2021-2022 fiscal year in the amount of \$7,171,759

Rebecca Read seconded the motion

Discussion- None

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino
Aye	x	x	x	x	x	x	x
Nay							
Abstain							

Lolich	Frane	Brandon	Lansing	
x	x	x	x	11
				0

Motion passed unanimously

Jeff Frane moved that the Budget Committee of Sunset Empire Transportation District approve and recommend that the SETD Board of Commissioners adopt property taxes for the 2021-2022 fiscal year at the rate of 16.2 cents per \$1,000 of assessed value for the permanent tax levy.

Diana Nino seconded the motion

Discussion- None

Name	Taylor	MacDonald	Alegria	Read	Withers	Boothe-Schmidt	Nino
Aye	x	x	x	x	x	x	x
Nay							
Abstain							
Lolich	Frane	Brandon	Lansing				
x	x	x	x	11			
				0			

Motion passed unanimously

Executive Director Hazen thanked everyone for taking the time to serve on the Budget Committee. Jeff Frane thanked Jeff for wrapping things up so quickly. Budget Committee Chair Debbie Boothe-Schmidt thanked everyone for serving on the Budget Committee.

Meeting was adjourned at 11:16 AM

Mary Parker, Recording Secretary

_____ Date _____
 _____ Budget Secretary _____

FOR INFORMATION ONLY

Date: June 16, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a Route Changes

At the May Board meeting, staff presented proposed summer schedule changes for routes 10, 13, 15,16,20 and 101. These changes are intended to account for added congestion on local highways and roads and are intended to increase our on-time performance to make our service more reliable.

We asked for and received public comment on these proposed changes. Paul will be available to answer questions that the Board may have on these changes.

Staff recommends that the Board make a motion to approve the schedule changes and make them effective on July 1st.

WEEKDAY ROUTE 10 - Draft 5/7/21

Transit Center	5:55 AM	7:00 AM	8:14 AM	9:26 AM	10:38 AM	11:50 AM	1:07 PM	2:19 PM	3:31 PM	4:43 PM	6:00 PM	7:12 PM	8:24 PM
Liberty Theater	5:57 AM	7:02 AM	8:16 AM	9:28 AM	10:40 AM	11:52 AM	1:09 PM	2:21 PM	3:33 PM	4:45 PM	6:02 PM	7:14 PM	8:26 PM
Columbia Memorial Hospital	5:59 AM	7:04 AM	8:18 AM	9:30 AM	10:42 AM	11:54 AM	1:11 PM	2:23 PM	3:35 PM	4:47 PM	6:04 PM	7:16 PM	8:28 PM
Astoria Safeway	6:02 AM	7:07 AM	8:21 AM	9:33 AM	10:45 AM	11:57 AM	1:14 PM	2:26 PM	3:38 PM	4:50 PM	6:07 PM	7:19 PM	8:31 PM
45th St & Leif Erickson	6:04 AM	7:09 AM	8:23 AM	9:35 AM	10:47 AM	11:59 AM	1:16 PM	2:28 PM	3:40 PM	4:52 PM	6:09 PM	7:21 PM	8:33 PM
Mitscher Shelter Bus Stop	6:14 AM	7:19 AM	8:33 AM	9:45 AM	10:57 AM	12:09 PM	1:26 PM	2:38 PM	3:50 PM	5:02 PM	6:19 PM	7:31 PM	8:43 PM
MERTS Campus	-	7:24 AM	-	-	-	12:14 PM	-	-	-	5:07 PM	-	-	-
Job Corp Center	6:18 AM	7:28 AM	8:37 AM	9:49 AM	11:01 AM	12:18 PM	1:30 PM	2:42 PM	3:54 PM	5:11 PM	6:23 PM	7:35 PM	8:47 PM
45th & Cedar	6:24 AM	7:34 AM	8:43 AM	9:55 AM	11:07 AM	12:24 PM	1:36 PM	2:48 PM	4:00 PM	5:17 PM	6:29 PM	7:41 PM	8:53 PM
Astoria Safeway	6:26 AM	7:36 AM	8:45 AM	9:57 AM	11:09 AM	12:26 PM	1:38 PM	2:50 PM	4:02 PM	5:19 PM	6:31 PM	7:43 PM	8:55 PM
Gateway Apartments	6:28 AM	7:38 AM	8:47 AM	9:59 AM	11:11 AM	12:28 PM	1:40 PM	2:52 PM	4:04 PM	5:21 PM	6:33 PM	7:45 PM	8:57 PM
Columbia Memorial Hospital	6:30 AM	7:40 AM	8:49 AM	10:01 AM	11:13 AM	12:30 PM	1:42 PM	2:54 PM	4:06 PM	5:23 PM	6:35 PM	7:47 PM	8:59 PM
Duane St & 9th St.	6:33 AM	7:43 AM	8:52 AM	10:04 AM	11:16 AM	12:33 PM	1:45 PM	2:57 PM	4:09 PM	5:26 PM	6:38 PM	7:50 PM	9:02 PM
Transit Center	6:34 AM	7:44 AM	8:53 AM	10:05 AM	11:17 AM	12:34 PM	1:46 PM	2:58 PM	4:10 PM	5:27 PM	6:39 PM	7:51 PM	9:03 PM
Liberty Theater	6:36 AM	7:46 AM	8:55 AM	10:07 AM	11:19 AM	12:36 PM	1:48 PM	3:00 PM	4:12 PM	5:29 PM	6:41 PM	7:53 PM	9:05 PM
Clatsop Community College	6:39 AM	7:49 AM	8:58 AM	10:10 AM	11:22 AM	12:39 PM	1:51 PM	3:03 PM	4:15 PM	5:32 PM	6:44 PM	7:56 PM	9:08 PM
Peter Pan Market	6:43 AM	7:53 AM	9:02 AM	10:14 AM	11:26 AM	12:43 PM	1:55 PM	3:07 PM	4:19 PM	5:36 PM	6:48 PM	8:00 PM	9:12 PM
Short Stop	6:45 AM	7:55 AM	9:04 AM	10:16 AM	11:28 AM	12:45 PM	1:57 PM	3:09 PM	4:21 PM	5:38 PM	6:50 PM	8:02 PM	9:14 PM
Astoria High School	6:47 AM	7:57 AM	9:06 AM	10:18 AM	11:30 AM	12:47 PM	1:59 PM	3:11 PM	4:23 PM	5:40 PM	6:52 PM	8:04 PM	9:16 PM
Alameda & Glasco	6:49 AM	7:59 AM	9:08 AM	10:20 AM	11:32 AM	12:49 PM	2:01 PM	3:13 PM	4:25 PM	5:42 PM	6:54 PM	8:06 PM	9:18 PM
Alameda & Florence	6:50 AM	8:00 AM	9:09 AM	10:21 AM	11:33 AM	12:50 PM	2:02 PM	3:14 PM	4:26 PM	5:43 PM	6:55 PM	8:07 PM	9:19 PM
Transit Center	6:57 AM	8:07 AM	9:16 AM	10:28 AM	11:40 AM	12:57 PM	2:09 PM	3:21 PM	4:33 PM	5:50 PM	7:02 PM	8:14 PM	9:26 PM

Route 13 Weekend - Draft 5/18/20

Astoria Transit Center	9:55 AM	10:35 AM	11:15 AM	11:55 AM	12:35 PM	1:15 PM	1:55 PM	2:35 PM	3:15 PM
Liberty Theater	9:57 AM	10:37 AM	11:17 AM	11:57 AM	12:37 PM	1:17 PM	1:57 PM	2:37 PM	3:17 PM
Columbia Memorial Hospital Eastbound	9:59 AM	10:39 AM	11:19 AM	11:59 AM	12:39 PM	1:19 PM	1:59 PM	2:39 PM	3:19 PM
Safeway Eastbound	10:02 AM	10:42 AM	11:22 AM	12:02 PM	12:42 PM	1:22 PM	2:02 PM	2:42 PM	3:22 PM
Mitscher Shelter Bus Stop	10:09 AM	10:49 AM	11:29 AM	12:09 PM	12:49 PM	1:29 PM	2:09 PM	2:49 PM	3:29 PM
Tongue Point	10:14 AM	10:54 AM	11:34 AM	12:14 PM	12:54 PM	1:34 PM	2:14 PM	2:54 PM	3:34 PM
45th & Cedar	10:18 AM	10:58 AM	11:38 AM	12:18 PM	12:58 PM	1:38 PM	2:18 PM	2:58 PM	3:38 PM
Safeway Westbound	10:20 AM	11:00 AM	11:40 AM	12:20 PM	1:00 PM	1:40 PM	2:20 PM	3:00 PM	3:40 PM
Columbia Memorial Hospital Westbound	10:22 AM	11:02 AM	11:42 AM	12:22 PM	1:02 PM	1:42 PM	2:22 PM	3:02 PM	3:42 PM
Astoria Transit Center	10:25 AM	11:05 AM	11:45 AM	12:25 PM	1:05 PM	1:45 PM	2:25 PM	3:05 PM	3:45 PM

WEEKDAY ROUTE 15 - Draft 5/7/21

Fred Meyer	5:50 AM	6:40 AM	7:30 AM	8:20 AM	9:10 AM	10:00 AM	10:50 AM	11:40 AM	12:30 PM
Mini Mart	5:53 AM	6:43 AM	7:33 AM	8:23 AM	9:13 AM	10:03 AM	10:53 AM	11:43 AM	12:33 PM
Hammond 4-way	5:59 AM	6:49 AM	7:39 AM	8:29 AM	9:19 AM	10:09 AM	10:59 AM	11:49 AM	12:39 PM
KOA/Ft Stevens	6:01 AM	6:51 AM	7:41 AM	8:31 AM	9:21 AM	10:11 AM	11:01 AM	11:51 AM	12:41 PM
2nd & Alder	6:08 AM	6:58 AM	7:48 AM	8:38 AM	9:28 AM	10:18 AM	11:08 AM	11:58 AM	12:48 PM
Mini Mart	6:09 AM	6:59 AM	7:49 AM	8:39 AM	9:29 AM	10:19 AM	11:09 AM	11:59 AM	12:49 PM
Fred Meyer	6:12 AM	7:02 AM	7:52 AM	8:42 AM	9:32 AM	10:22 AM	11:12 AM	12:02 PM	12:52 PM
Walmart	6:16 AM	7:06 AM	7:56 AM	8:46 AM	9:36 AM	10:26 AM	11:16 AM	12:06 PM	12:56 PM
Huckleberry	6:18 AM	7:08 AM	7:58 AM	8:48 AM	9:38 AM	10:28 AM	11:18 AM	12:08 PM	12:58 PM
19th Avenue	6:19 AM	7:09 AM	7:59 AM	8:49 AM	9:39 AM	10:29 AM	11:19 AM	12:09 PM	12:59 PM
Main St & Ft Stevens Spur	6:22 AM	7:12 AM	8:02 AM	8:52 AM	9:42 AM	10:32 AM	11:22 AM	12:12 PM	1:02 PM
Mini Mart	6:27 AM	7:17 AM	8:07 AM	8:57 AM	9:47 AM	10:37 AM	11:27 AM	12:17 PM	1:07 PM
Fred Meyer	6:30 AM	7:20 AM	8:10 AM	9:00 AM	9:50 AM	10:40 AM	11:30 AM	12:20 PM	1:10 PM
Mini Mart	-	-	-	-	-	-	-	-	-

Fred Meyer	1:20 PM	2:10 PM	3:00 PM	3:50 PM	4:40 PM	5:30 PM	6:20 PM	7:10 PM	8:00 PM
Mini Mart	1:23 PM	2:13 PM	3:03 PM	3:53 PM	4:43 PM	5:33 PM	6:23 PM	7:13 PM	8:03 PM
Hammond 4-way	1:29 PM	2:19 PM	3:09 PM	3:59 PM	4:49 PM	5:39 PM	6:29 PM	7:19 PM	8:09 PM
KOA/Ft Stevens	1:31 PM	2:21 PM	3:11 PM	4:01 PM	4:51 PM	5:41 PM	6:31 PM	7:21 PM	8:11 PM
2nd & Alder	1:38 PM	2:28 PM	3:18 PM	4:08 PM	4:58 PM	5:48 PM	6:38 PM	7:28 PM	8:18 PM
Mini Mart	1:39 PM	2:29 PM	3:19 PM	4:09 PM	4:59 PM	5:49 PM	6:39 PM	7:29 PM	8:19 PM
Fred Meyer	1:42 PM	2:32 PM	3:22 PM	4:12 PM	5:02 PM	5:52 PM	6:42 PM	7:32 PM	8:22 PM
Walmart	1:46 PM	2:36 PM	3:26 PM	4:16 PM	5:06 PM	5:56 PM	6:46 PM	7:36 PM	8:26 PM
Huckleberry	1:48 PM	2:38 PM	3:28 PM	4:18 PM	5:08 PM	5:58 PM	6:48 PM	7:38 PM	8:28 PM
19th Avenue	1:49 PM	2:39 PM	3:29 PM	4:19 PM	5:09 PM	5:59 PM	6:49 PM	7:39 PM	8:29 PM
Main St & Ft Stevens Spur	1:52 PM	2:42 PM	3:32 PM	4:22 PM	5:12 PM	6:02 PM	6:52 PM	7:42 PM	8:32 PM
Mini Mart	1:57 PM	2:47 PM	3:37 PM	4:27 PM	5:17 PM	6:07 PM	6:57 PM	7:47 PM	8:37 PM
Fred Meyer	2:00 PM	2:50 PM	3:40 PM	4:30 PM	5:20 PM	6:10 PM	7:00 PM	7:50 PM	8:40 PM
Mini Mart	-	-	-	-	-	-	-	-	8:43 PM

WEEKDAY ROUTE 16 - Draft 4/5/21

Fred Meyer	7:42 AM	8:32 AM	9:22 AM	10:12 AM	11:02 AM	11:52 AM	12:42 PM	1:32 PM	2:22 PM	3:12 PM	4:02 PM	4:52 PM
Mini Mart	7:45 AM	8:35 AM	9:25 AM	10:15 AM	11:05 AM	11:55 AM	12:45 PM	1:35 PM	2:25 PM	3:15 PM	4:05 PM	4:55 PM
Hammond 4-way	7:51 AM	8:41 AM	9:31 AM	10:21 AM	11:11 AM	12:01 PM	12:51 PM	1:41 PM	2:31 PM	3:21 PM	4:11 PM	5:01 PM
KOA/Ft Stevens	7:53 AM	8:43 AM	9:33 AM	10:23 AM	11:13 AM	12:03 PM	12:53 PM	1:43 PM	2:33 PM	3:23 PM	4:13 PM	5:03 PM
2nd & Alder	8:00 AM	8:50 AM	9:40 AM	10:30 AM	11:20 AM	12:10 PM	1:00 PM	1:50 PM	2:40 PM	3:30 PM	4:20 PM	5:10 PM
Mini Mart	8:01 AM	8:51 AM	9:41 AM	10:31 AM	11:21 AM	12:11 PM	1:01 PM	1:51 PM	2:41 PM	3:31 PM	4:21 PM	5:11 PM
Fred Meyer	8:04 AM	8:54 AM	9:44 AM	10:34 AM	11:24 AM	12:14 PM	1:04 PM	1:54 PM	2:44 PM	3:34 PM	4:24 PM	5:14 PM
Walmart	8:08 AM	8:58 AM	9:48 AM	10:38 AM	11:28 AM	12:18 PM	1:08 PM	1:58 PM	2:48 PM	3:38 PM	4:28 PM	5:18 PM
Huckleberry	8:10 AM	9:00 AM	9:50 AM	10:40 AM	11:30 AM	12:20 PM	1:10 PM	2:00 PM	2:50 PM	3:40 PM	4:30 PM	5:20 PM
19th Avenue	8:11 AM	9:01 AM	9:51 AM	10:41 AM	11:31 AM	12:21 PM	1:11 PM	2:01 PM	2:51 PM	3:41 PM	4:31 PM	5:21 PM
Main St & Ft Stevens Spur	8:14 AM	9:04 AM	9:54 AM	10:44 AM	11:34 AM	12:24 PM	1:14 PM	2:04 PM	2:54 PM	3:44 PM	4:34 PM	5:24 PM
Mini Mart	8:19 AM	9:09 AM	9:59 AM	10:49 AM	11:39 AM	12:29 PM	1:19 PM	2:09 PM	2:59 PM	3:49 PM	4:39 PM	5:29 PM
Fred Meyer	8:22 AM	9:12 AM	10:02 AM	10:52 AM	11:42 AM	12:32 PM	1:22 PM	2:12 PM	3:02 PM	3:52 PM	4:42 PM	5:32 PM

ROUTE 20 WEEKDAYS - Draft 5/7/21

Seaside Cinema	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:28 PM	1:56 PM	3:24 PM	4:52 PM	6:20 PM	7:43 PM	8:43 PM
Ave A across from MacDonald's	6:04 AM	7:04 AM	8:04 AM	9:04 AM	10:04 AM	11:05 AM	12:33 PM	2:01 PM	3:29 PM	4:57 PM	6:25 PM	7:47 PM	8:47 PM
Candy Kitchen	6:17 AM	7:17 AM	8:17 AM	9:17 AM	10:17 AM	11:22 AM	12:50 PM	2:18 PM	3:46 PM	5:14 PM	6:42 PM	8:00 PM	9:00 PM
Coaster Theatre	6:18 AM	7:18 AM	8:18 AM	9:18 AM	10:18 AM	11:24 AM	12:52 PM	2:20 PM	3:48 PM	5:16 PM	6:44 PM	8:01 PM	9:01 PM
Family Market	6:20 AM	7:20 AM	8:20 AM	9:20 AM	10:20 AM	11:27 AM	12:55 PM	2:23 PM	3:51 PM	5:19 PM	6:47 PM	8:03 PM	9:03 PM
RV Park	6:22 AM	7:22 AM	8:22 AM	9:22 AM	10:22 AM	11:30 AM	12:58 PM	2:26 PM	3:54 PM	5:22 PM	6:50 PM	8:05 PM	9:05 PM
Surcrest Market	6:26 AM	7:26 AM	8:26 AM	9:26 AM	10:26 AM	11:36 AM	1:04 PM	2:32 PM	4:00 PM	5:28 PM	6:56 PM	8:09 PM	9:09 PM
Tolovana	6:27 AM	7:27 AM	8:27 AM	9:27 AM	10:27 AM	11:37 AM	1:05 PM	2:33 PM	4:01 PM	5:29 PM	6:57 PM	8:10 PM	9:10 PM
Brailier & Hemlock	6:29 AM	7:29 AM	8:29 AM	9:29 AM	10:29 AM	11:39 AM	1:07 PM	2:35 PM	4:03 PM	5:31 PM	6:59 PM	8:12 PM	9:12 PM
Wayside Inn	6:31 AM	7:31 AM	8:31 AM	9:31 AM	10:31 AM	11:42 AM	1:10 PM	2:38 PM	4:06 PM	5:34 PM	7:02 PM	8:14 PM	9:14 PM
Yukon & Hemlock	6:32 AM	7:32 AM	8:32 AM	9:32 AM	10:32 AM	11:44 AM	1:12 PM	2:40 PM	4:08 PM	5:36 PM	7:04 PM	8:15 PM	9:15 PM
Midtown	6:34 AM	7:34 AM	8:34 AM	9:34 AM	10:34 AM	11:56 AM	1:24 PM	2:52 PM	4:20 PM	5:48 PM	7:16 PM	8:17 PM	9:17 PM
Cannon Beach Visitor Center	6:37 AM	7:37 AM	8:37 AM	9:37 AM	10:37 AM	12:00 PM	1:28 PM	2:56 PM	4:24 PM	5:52 PM	7:20 PM	8:20 PM	9:20 PM
Seaside Hospital	6:50 AM	7:50 AM	8:50 AM	9:50 AM	10:50 AM	12:13 PM	1:41 PM	3:09 PM	4:37 PM	6:05 PM	7:33 PM	8:33 PM	9:33 PM
Seaside Cinema	6:55 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM	12:18 PM	1:46 PM	3:14 PM	4:42 PM	6:10 PM	7:38 PM	8:38 PM	9:38 PM

ROUTE 101 WEEKDAY Draft 5/18/21

Transit Center		6:00 AM	6:52 AM	7:44 AM	8:36 AM	9:28 AM	10:20 AM	11:12 AM	12:04 PM	12:30 PM	12:56 PM	1:22 PM	1:48 PM	2:14 PM
Fred Meyer		6:10 AM	7:02 AM	7:54 AM	8:46 AM	9:38 AM	10:30 AM	11:22 AM	12:14 PM	12:42 PM	1:08 PM	1:34 PM	2:00 PM	2:26 PM
Camp Rilea		6:13 AM	7:05 AM	7:57 AM	8:49 AM	9:41 AM	10:33 AM	11:25 AM	12:17 PM	12:46 PM	1:12 PM	1:38 PM	2:04 PM	2:30 PM
Sunset Beach		6:17 AM	7:09 AM	8:01 AM	8:53 AM	9:45 AM	10:37 AM	11:29 AM	12:21 PM	12:51 PM	1:17 PM	1:43 PM	2:09 PM	2:35 PM
Highlands		6:22 AM	7:14 AM	8:06 AM	8:58 AM	9:50 AM	10:42 AM	11:34 AM	12:26 PM	12:57 PM	1:23 PM	1:49 PM	2:15 PM	2:41 PM
Bowling Alley		6:32 AM	7:24 AM	8:16 AM	9:08 AM	10:00 AM	10:52 AM	11:44 AM	12:36 PM	1:09 PM	1:35 PM	2:01 PM	2:27 PM	2:53 PM
Seaside Cinema		6:37 AM	7:29 AM	8:21 AM	9:13 AM	10:05 AM	10:57 AM	11:49 AM	12:41 PM	1:15 PM	1:41 PM	2:07 PM	2:33 PM	2:59 PM
Ave. A		6:41 AM	7:33 AM	8:25 AM	9:17 AM	10:09 AM	11:01 AM	11:53 AM	12:45 PM	1:20 PM	1:46 PM	2:12 PM	2:38 PM	3:04 PM
Ave. U		6:45 AM	7:37 AM	8:29 AM	9:21 AM	10:13 AM	11:05 AM	11:57 AM	12:49 PM	1:25 PM	1:51 PM	2:17 PM	2:43 PM	3:09 PM
McDonalds	6:00 AM	6:49 AM	7:41 AM	8:33 AM	9:25 AM	10:17 AM	11:09 AM	12:01 PM	12:53 PM	1:30 PM	1:56 PM	2:22 PM	2:48 PM	3:14 PM
Seaside Cinema	6:02 AM	6:51 AM	7:43 AM	8:35 AM	9:27 AM	10:19 AM	11:11 AM	12:03 PM	12:55 PM	1:33 PM	1:59 PM	2:25 PM	2:51 PM	3:17 PM
Dollar General	6:07 AM	6:56 AM	7:48 AM	8:40 AM	9:32 AM	10:24 AM	11:16 AM	12:08 PM	1:00 PM	1:39 PM	2:05 PM	2:31 PM	2:57 PM	3:23 PM
Sunset Beach	6:16 AM	7:05 AM	7:57 AM	8:49 AM	9:41 AM	10:33 AM	11:25 AM	12:17 PM	1:09 PM	1:50 PM	2:16 PM	2:42 PM	3:08 PM	3:34 PM
Camp Rilea	6:21 AM	7:10 AM	8:02 AM	8:54 AM	9:46 AM	10:38 AM	11:30 AM	12:22 PM	1:14 PM	1:56 PM	2:22 PM	2:48 PM	3:14 PM	3:40 PM
Ensign & 101	6:24 AM	7:13 AM	8:05 AM	8:57 AM	9:49 AM	10:41 AM	11:33 AM	12:25 PM	1:17 PM	2:00 PM	2:26 PM	2:52 PM	3:18 PM	3:44 PM
Fred Meyer	6:29 AM	7:18 AM	8:10 AM	9:02 AM	9:54 AM	10:46 AM	11:38 AM	12:30 PM	1:22 PM	2:06 PM	2:32 PM	2:58 PM	3:24 PM	3:50 PM
Transit Center	6:40 AM	7:29 AM	8:21 AM	9:13 AM	10:05 AM	10:57 AM	11:49 AM	12:41 PM	1:33 PM	2:19 PM	2:45 PM	3:11 PM	3:37 PM	4:03 PM

Transit Center	2:40 PM	3:06 PM	3:32 PM	3:58 PM	4:24 PM	4:50 PM	5:16 PM	5:42 PM	6:08 PM	6:54 PM	7:31 PM	8:23 PM		
Fred Meyer	2:52 PM	3:18 PM	3:44 PM	4:10 PM	4:36 PM	5:02 PM	5:28 PM	5:54 PM	6:20 PM	7:04 PM	7:41 PM	8:33 PM		
Camp Rilea	2:56 PM	3:22 PM	3:48 PM	4:14 PM	4:40 PM	5:06 PM	5:32 PM	5:58 PM	6:24 PM	7:07 PM	7:44 PM	8:36 PM		
Sunset Beach	3:01 PM	3:27 PM	3:53 PM	4:19 PM	4:45 PM	5:11 PM	5:37 PM	6:03 PM	6:29 PM	7:11 PM	7:48 PM	8:40 PM		
Highlands	3:07 PM	3:33 PM	3:59 PM	4:25 PM	4:51 PM	5:17 PM	5:43 PM	6:09 PM	6:35 PM	7:16 PM	7:53 PM	8:45 PM		
Bowling Alley	3:19 PM	3:45 PM	4:11 PM	4:37 PM	5:03 PM	5:29 PM	5:55 PM	6:21 PM	6:47 PM	7:26 PM	8:03 PM	8:55 PM		
Seaside Cinema	3:25 PM	3:51 PM	4:17 PM	4:43 PM	5:09 PM	5:35 PM	6:01 PM	6:27 PM	6:53 PM	7:31 PM	8:08 PM	9:00 PM		
Ave. A	3:30 PM	3:56 PM	4:22 PM	4:48 PM	5:14 PM	5:40 PM	6:06 PM	6:32 PM	6:58 PM	7:35 PM	8:12 PM	9:04 PM		
Ave. U	3:35 PM	4:01 PM	4:27 PM	4:53 PM	5:19 PM	5:45 PM	6:11 PM	6:37 PM	7:03 PM	7:39 PM	8:16 PM	9:08 PM		
McDonalds	3:40 PM	4:06 PM	4:32 PM	4:58 PM	5:24 PM	5:50 PM	6:16 PM	6:42 PM	7:08 PM	7:43 PM	8:20 PM	9:12 PM		
Seaside Cinema	3:43 PM	4:09 PM	4:35 PM	5:01 PM	5:27 PM	5:53 PM	6:19 PM	6:45 PM	7:11 PM	7:45 PM	8:22 PM	9:14 PM		
Dollar General	3:49 PM	4:15 PM	4:41 PM	5:07 PM	5:33 PM	5:59 PM	6:25 PM	6:51 PM	7:17 PM	7:50 PM	8:27 PM	9:19 PM		
Sunset Beach	4:00 PM	4:26 PM	4:52 PM	5:18 PM	5:44 PM	6:10 PM	6:36 PM	7:02 PM	7:28 PM	7:59 PM	8:36 PM	9:28 PM		
Camp Rilea	4:06 PM	4:32 PM	4:58 PM	5:24 PM	5:50 PM	6:16 PM	6:42 PM	7:08 PM	7:34 PM	8:04 PM	8:41 PM	9:33 PM		
Ensign & 101	4:10 PM	4:36 PM	5:02 PM	5:28 PM	5:54 PM	6:20 PM	6:46 PM	7:12 PM	7:38 PM	8:07 PM	8:44 PM	9:36 PM		
Fred Meyer	4:16 PM	4:42 PM	5:08 PM	5:34 PM	6:00 PM	6:26 PM	6:52 PM	7:18 PM	7:44 PM	8:12 PM	8:49 PM	9:41 PM		
Transit Center	4:29 PM	4:55 PM	5:21 PM	5:47 PM	6:13 PM	6:39 PM	7:05 PM	7:31 PM	7:57 PM	8:23 PM	9:00 PM	9:52 PM		

Thomas Peterson

Public Comments - Regarding proposed schedule changes

Thomas Peterson, Emergency Medical Technician in Ilwaco, frequent transit user by choice.

Despite a trying year, it is exciting to see innovative changes coming to Sunset Empire Transit District. I applaud Director Jeff Hazen, SETD staff, and county officials for the work done to keep transit moving and growing in Clatsop County. I am glad by the opportunity to provide public comment and I am eager to be further involved on the Transit Advisory Committee, for which I have submitted an application. I am including in this letter comments on the proposed schedule changes for the indicated routes, as well as a list of inquiries regarding other aspects of SETD schedules, operations, and funding. I would be most pleased for your time in responding.

Route 10: The route change, effected last year, which accommodates a mid-route return to the Transit Center, has greatly improved mobility about the city, but at the cost of a comprehensive, hourly schedule. While the odd number minute frequency has no bearing on the operation of the route, I believe the user-friendliness of the system could suffer. To a new rider, timepoints which advance by sixty-nine minutes may be frustrating. This is also apparent on the other route schedules. Could there be study into the cost effectiveness of extending the layover time between runs by one minute to “clean up” the schedules.

Route 15/16: Also a note on style and usability, because these route designations apply to the same routing, might it be practical to rename the schedules with the same designation, differentiated by day of the week? “Route 15 Weekday” and “Route 15 Weekend”. A designation scheme such as yours, is fairly uncommon across public transit systems, as they can invite confusion. Again, these comments are developed from an interest in making the system more comprehensive to new riders, in line with the campaigns by NWConnector to attract tourism ridership.

Route 101: A twenty five minute frequency is an exciting prospect indeed; I’m certainly not opposed. However, I am sceptical of the need over improved weekend service on the Hwy 101 corridor. I’d be most interested in better understanding the methods of study and data for this conclusion. If put into service as proposed, there would be 26 roundtrip bus runs between Astoria and Seaside Monday through Friday, but only five on Saturday and Sunday. This appears, though only anecdotally supported, incongruous with the existing need for transit service by a large population of riders with service industry jobs and a growing weekend tourist ridership. Will there be study into improved weekend service to follow? As a rider, I’d be more excited to see the proposed two additional drivers scheduled on the weekends, with a 50 minute frequency seven days a week.

Date: June 16, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.b Token Transit Training

In anticipation of our upcoming rollout of our Token Transit Electronic Fare program, Paul and Jason will be demonstrating how to use the system. If you have a smart phone, it is highly recommended that you download the Token Transit App for your phone so you can follow along in the demonstration.

We still anticipate a June 28th soft rollout of the system and then due a large marketing/training push in the month of July.

Date: June 16, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.a Transportation Advisory Committee (TAC) Appointments.

The following seats on the TAC are expiring at the end of this month.

Position:	Current Member:	Representing:	Interested in Reappointment:
5	Lin Anderson	Low Income	No response
7	Tita Montero	Local Government	Yes
8	Doug Pilant	Neighboring Transit	Yes
9	Nicole Williams	Seniors/Disabled	Yes

We have received the attached applications by the deadline for submittal.

Staff is recommending that the Board select an applicant for Position #5 and reappoint Tita Montero, Doug Pilant and Nicole Williams to another 2-year term on the TAC.



**SUNSET EMPIRE TRANSPORTATION DISTRICT
TRANSPORTATION ADVISORY COMMITTEE
MEMBER APPLICATION**

Thank you for your interest in serving on the Transportation Advisory Committee. Please complete this application. Any additional information you wish to have considered may also be attached. Return your application either by mail to SETD 900 Marine Drive Astoria OR. 97103, by email to mary@ridethebus.org or drop completed application off at the Astoria Transit Center Ticket Counter at 900 Marine Drive, Astoria, or at the Seaside Transit Kiosk at 39 N. Holladay, Seaside. For further assistance contact Mary Parker 503-861-5370.

Applications will be accepted until Wednesday June 16, 2021 at 5:00 pm.

Name <i>Victor Kee</i>	
Address <i>35215 Kee Lane</i>	
Phone <i>503 791-5550</i>	email <i>Victor.kee@live.com</i>
Signature <i>[Signature]</i> <i>6/15/2021</i>	

1. Please list your areas of interest in serving on the Transportation Advisory Committee.
2. We are seeking an applicant who will represent the Senior and Disabled population. Do you feel you can represent this group while serving on the TAC committee?
3. Although not a requirement, do you have any experience using Sunset Empire Transportation District services?
4. Please list if you have been a member of a group, volunteered or served on a committee similar to the Transportation Advisory Committee?



Victor Kee

*35215 Kee Lane
Astoria, Oregon 97103-8314
(503) 791-5886
victorkee@live.com*

June 15, 2021

Dear Mary,

Here is my response to the 4 questions on the application:

- 1. My primary interest involving SETD would be services to senior citizens and disabled riders.*
- 2. I feel that I have expertise in representing the senior and disabled community for the following:*
 - I am legally blind but function adequately with visual aids.*
 - Familiar with the operation of SETD, past commissioner.*
 - Member of the National and Oregon Federation for the Blind*
- 3. I have used the Dial A Ride services, ridden all SETD routes, utilized NW Connector, NW Point, and Pacific County Transit services.*
- 4. I haven't served on any advisory boards in connection with transportation.*

Warm regards,

A handwritten signature in black ink, appearing to be "Victor Kee", with a long horizontal flourish extending to the right.

Victor Kee





RECEIVED

JUN 14 2021

A

SUNSET EMPIRE TRANSPORTATION DISTRICT
TRANSPORTATION ADVISORY COMMITTEE
MEMBER APPLICATION

Thank you for your interest in serving on the Transportation Advisory Committee. Please complete this application. Any additional information you wish to have considered may also be attached. Return your application either by mail to SETD 900 Marine Drive Astoria OR. 97103, by email to mary@ridethebus.org or drop completed application off at the Astoria Transit Center Ticket Counter at 900 Marine Drive, Astoria, or at the Seaside Transit Kiosk at 39 N. Holladay, Seaside. For further assistance contact Mary Parker 503-861-5370.

Applications will be accepted until Wednesday June 16, 2021 at 5:00 pm.

Name Thomas Peterson	
Address 1114 Rose Ave NE Ilwaco WA 98624	
Phone 971 291 5243	email peterson116249@gmail.com
Signature 	

1. Please list your areas of interest in serving on the Transportation Advisory Committee.

I am a strong advocate for rural public transportation, and I support enthusiastically efforts to improve and implement services. I would like to learn more about the use and availability of STF and STIF's for Clatsop County.

2. We are seeking an applicant who will represent the Senior and Disabled population. Do you feel you can represent this group while serving on the TAC committee?

3. Although not a requirement, do you have any experience using Sunset Empire Transportation District services? I have been a regular user of NWConnector and SETD for six years. I've used the services between Tillamook, Astoria, and Portland for most transportation needs in the region by choice.

4. Please list if you have been a member of a group, volunteered or served on a committee similar to the Transportation Advisory Committee?

Public Transit Advisory Council Sandy Area Metro, Sandy, OR

Date: June 16, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.b ODOT Agreements Approval

These Agreements are for the upcoming biennium that begins on July 1, 2021.

Agreement 35316 is for the Marketing Plan.

Agreement 34997 is for Operations.

Agreement 35192 is for Mobility Management.

Agreement 34962 is for the Special Transportation Fund to be used for Operations.

Staff is recommending that a motion be made to approve ODOT Agreements 35316, 34997, 35192 and 34962.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient Insurance Requirements

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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, 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 **\$75,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$60,000.00** (the "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. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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.a 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent 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 Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds.

- i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation 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 indemnify, 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.

This Section 8 shall survive any expiration or termination of this Agreement.

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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- 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**
 - i. ***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.***
 - ii. **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.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements 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.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

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. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

b. **Contribution.**

- i. 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.
- ii. Except as otherwise provided in Paragraph 11.c below, 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.
- iii. Except as otherwise provided in Paragraph 11.c below, 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.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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 subsection. 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.
- j. **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.

- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Jeff Hazen
900 Marine Drive
Astoria, OR 97103
1 (503) 861-5399
jeff@ridethebus.org

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/04/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5304 Sunset Empire Transportation District 35136				
<i>Transit Marketing Plan.</i>				
Item #1: Short Range Transportation Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$75,000.00	\$60,000.00	\$15,000.00	State Funds
Sub Total	\$75,000.00	\$60,000.00	\$15,000.00	
Grand Total	\$75,000.00	\$60,000.00	\$15,000.00	

1. BACKGROUND

The purpose of the marketing plan is to help Recipient receive professional guidance in developing a marketing plan that utilizes tools that the Recipient hasn't used, or doesn't know about. Technology has brought a lot of opportunities to reimagine how to interact with riders and the public. Agencies can't be reliant on the ways that have always been used to market services, it has been found agencies need that guidance to see what other ideas along with best, and proven practices are out there.

This plan will also guide in a rebranding effort that would be timed well with a grand reopening of Recipient after the COVID-19 pandemic has moved to a less dramatic impact that has been experienced. Recipient is a visionary agency as proven by the Long Range Comprehensive Transportation Plan that was adopted in 2016. Recipient also adopted a Coordinated Human Services Transportation Plan in 2020. These plans guide Recipients service improvements, the need of this project is to help message the benefits, and opportunities that public transit provides.

2. PROJECT DESCRIPTION

This Agreement provides funding for a Transit Marketing Plan. This project will provide Recipient with a marketing plan that will message the benefits of public transportation, and the services that are provided.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant, or use internal staff where sufficient planning capacity exists, to produce a plan that includes the following elements:

A) TASK ONE: Procurement

- a. Write up Request for Proposal.
- b. Score submitted proposals.
- c. Negotiate scope of work, timeline of deliverables, and cost with successful consultant.
- d. Execute agreement with successful consultant.

B) TASK TWO: Consultant Timeline per Application

- a. Consultant shall perform market research by having sessions with key community stakeholders, and performing surveys. Timeline will be negotiated in contract.
- b. Consultant shall perform analysis of data and summary of findings.
- c. Consultant shall provide recommendations on branding.
- d. Consultant shall provide recommendations on marketing strategies, including use of available technologies, and platforms.
- e. Consultants shall provide recommendations on implementation of strategies.

C) TASK THREE: Implementation Plan

Recipient shall provide State with the final consultant's recommendations and implementation plan.

D) TASK FOUR: Public Participation Documentation

Public participation can be in the form of surveying, public meetings, and meetings with stakeholder groups. Participation may include the following: transportation providers, riders, social and governmental stakeholders, and representatives of Title VI populations (i.e., low-income and minority groups, veterans, seniors and individuals with disabilities.)

Documentation of public participation could include survey results, meeting minutes, media content, reports, advertisements and other visual and written forms of community engagement.

4. PROJECT ACCOUNTING and MATCH FUNDING

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

5. REPORTING and INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable.

Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5305	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.515 (5304)	Total Federal Funding \$60,000.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **The Recipient shall immediately notify State of any change in insurance coverage.**

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.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State 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.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. 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.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

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. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient Insurance Requirements

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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, 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 **\$2,233,708.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$1,610,133.00** (the "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. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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.a 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent 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 Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds.

- i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation 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 indemnify, 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.

This Section 8 shall survive any expiration or termination of this Agreement.

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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- 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**
 - i. ***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.***
 - ii. **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.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements 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.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

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. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

b. **Contribution.**

- i. 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.
- ii. Except as otherwise provided in Paragraph 11.c below, 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.
- iii. Except as otherwise provided in Paragraph 11.c below, 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.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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 subsection. 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.
- j. **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.

- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Jeff Hazen
900 Marine Drive
Astoria, OR 97103
1 (503) 861-5399
jeff@ridethebus.org

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/03/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Sunset Empire Transportation District 34997				
<i>Project Administration and Operations.</i>				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$400,000.00	\$358,920.00	\$41,080.00	Local
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$1,326,263.00	\$743,768.00	\$582,495.00	Local
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$507,445.00	\$507,445.00	\$0.00	
Sub Total	\$2,233,708.00	\$1,610,133.00	\$623,575.00	
Grand Total	\$2,233,708.00	\$1,610,133.00	\$623,575.00	

1. PROJECT DESCRIPTION

Project Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services.

Operations

This Agreement provides funding for Recipient to provide fixed route, complementary paratransit, and demand response services in Clatsop County. Service includes the Cities of Astoria, Warrenton, Gearhart, Seaside, and Cannon Beach.

Fixed route, complementary paratransit, services are provided seven days a week, 5:45 a.m. to 9:22 p.m. Demand response service is provided Monday through Friday, 8:00 a.m. to 5:00 p.m.

COVID-19 Operating

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.

2. PROJECT DELIVERABLES

Project Administration

Recipient shall perform administrative activities to support service sustainability as follows: ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

Operations

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

All services provided must be open to the general public and marketed as general public service.

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.

Recipient may amend the service design at any time in accordance with local demand, funding issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

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 on the agency periodic report.

COVID-19 Operating

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Expenses incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted as administrative expenses. Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.

Sources of funding that may be used as matching funding for this Agreement include local funds, Statewide Transportation Improvement Fund, Special Transportation Fund, service contract revenue, advertisement and other earned income, cash donations, and 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 the service. Administrative expenses are reimbursable as operating expenses.

State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave, are included as a fund source for some Agreement projects.

Projects funded with CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 20, 2020 to be eligible for reimbursement.

Projects funded with CARES Act funds will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

4. REPORTING and INVOICING REQUIREMENTS

Project Administration

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its agency periodic report.

Operations

Disbursement Schedule for Non-CARES-funded Operations

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year period.

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 \$1,610,133.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **The Recipient shall immediately notify State of any change in insurance coverage.**

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.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State 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.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. 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.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

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. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient Insurance Requirements

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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, 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 **\$307,528.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$275,945.00** (the "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. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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.a 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent 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 Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds.

- i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation 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 indemnify, 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.

This Section 8 shall survive any expiration or termination of this Agreement.

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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- 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**
 - i. ***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.***
 - ii. **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.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements 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.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

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. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

b. **Contribution.**

- i. 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.
- ii. Except as otherwise provided in Paragraph 11.c below, 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.
- iii. Except as otherwise provided in Paragraph 11.c below, 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.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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 subsection. 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.
- j. **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.

- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Jeff Hazen
900 Marine Drive
Astoria, OR 97103
1 (503) 861-5399
jeff@ridethebus.org

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/10/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Sunset Empire Transportation District 35192				
<i>Operating</i>				
Item #1: Mobility Management - 5302(a)(1)(L)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$160,549.00	\$144,061.00	\$16,488.00	Local
Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$146,979.00	\$131,884.00	\$15,095.00	Local
Sub Total	\$307,528.00	\$275,945.00	\$31,583.00	
Grand Total	\$307,528.00	\$275,945.00	\$31,583.00	

1. BACKGROUND

Mobility management projects are planning, training, and management activities for improving coordination among public transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation providers and increase service options that would not otherwise be available for seniors and individuals with disabilities.

2. PROJECT DESCRIPTION

Mobility Management

Provide funding for 10 projects to provide travel orientation to seniors and individuals with disabilities, as well as anyone in need of travel training. Projects funded include Transit Center enclosed informational displays; cross agency travel training with the NW Connector group via video, phone or in person; maintain and expand video production, technology, and web presence; improve website structure with a dedicated page on NW Connector webpage for travel training; provide printed materials for people unable to access using internet; continuing virtual education for riders; Mobility Manager training and conferences to keep up to date on new trends; develop plan for future Mobility Management Travel Training Center; continue to support and expand the Veterans Enhanced Transportation Program.

Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.

Preventive Maintenance

Provide funding for preventive maintenance on vehicles 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.

3. PROJECT DELIVERABLES, and TASKS

Recipient will

a. TASK ONE: Improve platform ridership information.

Provide riders with easier to access relevant transit information through the use of Transit

Center bus platform enclosed displays. This could decrease customer service calls by at least 25 percent for routine questions. Rider's will becoming more efficient due to easier access of that information just off of their bus rather than having to come into the actual customer service area.

The goal of this project is to decrease routine customer service calls, while helping riders become more self-sufficient.

b. TASK TWO: Produce a common customer service and travel training video across the NW Connector partnership.

Bring together all of the partnering agencies, and their outreach teams to find a common customer service theme and cross-agency travel training that can help advance the connection between the districts, and counties. This project could increase connected ridership by 15%.

The goal of this project is to develop and provide consistent travel training principles to all of the NW Connector partners, thus increasing the positive outcomes of intra-county transit. Travel train or travel assist 30 individuals in 2 years.

c. TASK THREE: Travel Training Video productions

Maintain and improve on video production tools, services, technology, web-presence and explore methods to make content more widely available. Aim to provide related services to other transit districts within the NW Connector partnership group to help increase ridership by 5% across all districts. Ridership data and surveys conducted by the Mobility Manager will measure the impact of this project.

d. TASK FOUR: Enhance online travel training tools

Improve upon existing website structure and general tools on the front-facing page while improving the RidePal page as well. Create an additional page dedicated to travel training where all of the links to YouTube would be readily available, virtual classes can be held, create a Data platform that would allow for online forms and other travel training-related requests to be used by the community.

The goal of this project increase rider usage of website usage. When assessed, 30% of trainees have accessed the main page for Sunset Empire Transportation District, or other services such as google maps to help them with transit planning. After travel training that percentage went up to over 50% because the trainee saw the benefits to using the website as a tool. All trainees assessed post training had concerns over the site not being easy to use. A goal of 70% of the total individuals trained are using the web page as a tool should be realistic. Measured by pre and post assessment documents.

e. TASK FIVE: Continued outreach and education to our seniors, persons with disabilities and persons dependent on public transportation services.

Purchase items that will help keep seniors, persons with disabilities and persons dependent on public transportation options safe while attempting to commute on Recipient's service while bringing the message and training to help them access public transit.

The goal of this project is to increase Recipient's unique users of the service by 15% by further outreach efforts and introducing refreshed printed materials. Hold 3 Veterans outreach events in 2021-22.

f. TASK SIX: Increase awareness and education via printed media.

In this digital age where most individuals get their information on nearly any topic through the web, it would be incorrect in assuming that there is no need for print media. This project will help an individual maintain awareness and increase transit-related education by creating professional print media such as brochures, cards, flip cards, maps, and other learning tools highlighting travel training, trip options, and trip planning tips. Mobility Management would engage with past trainees and current riders of our bus or Paratransit services before working to

design and populate a brochure highlighting the District as well as noting relevant programs such as travel training and the Veteran's Enhanced Transportation Program.

The goal of this project is by working to get information out to the population who do not have a computer, access to a computer, and thus no access to the internet we would be reaching potentially up to 2,000 residents of Clatsop County which represents roughly 3.6% of the population. Of those 2,000 individuals, it is estimated almost 5% of that population would benefit from the information provided.

g. TASK SEVEN: Transit Engagement Relevancy

Create a virtual educational platform that encourages individuals to ride public transportation that can be easily transitioned into in-person engagement opportunities when it is safe to do so. Create a yearly Transit Engagement seminar for our local area including the NW Connector partners that includes guest speakers from around the area. We would borrow from the currently paused transit engagement structure and use that to build out the virtual engagements.

The goal of this project The virtual transit engagement classes can be stood up within 90 days, and be maintained virtually indefinitely. The transit engagement seminar will take months to plan, projected to be released by mid 2022 hopefully repeating annually in the future. Creating a local forum that can be accessible to everyone in the community but targeting businesses and other government agencies will bring heightened awareness to the role that public transportation has in our community.

Though it is hard to predict how many individuals will ride the bus as a result of this project, the importance of local businesses taking the tools they would learn through this project and helping their employees' transportation needs is paramount. It is unclear how the next 2 years will unfold regarding the community's need for public transportation but at this point, it seems there will be a low-income population attempting to recover from the effects of the Pandemic and this project will help educate our local community on the attractiveness of public transportation.

h. TASK EIGHT: Maintain program growth, sustainability and relevance.

Attend virtual or in-person pieces of training, conferences, and other trips relevant to program growth and sustainability. Keeping all travel training courses and other programs relevant and accurate to the transit rider requires up to date information and the ability to edit program details.

The goals of this project to keep the mobility manager trained in travel training procedures and general mobility best practices will enhance the offerings to the public for transit education.

i. TASK NINE: Travel Training center plan development.

Develop an exploratory plan for future Mobility Travel Training Center.

The goals of this project starts Recipient on the path to creating a coordinated mobility management travel training center that would help bring the community together through education in public transportation. The future potential positive impact of this project on our community is exciting and shows that Sunset Empire Transportation District is dedicated to keeping our community trained in the arena of public transportation and expanding the service to an even greater percentage of the community.

j. TASK TEN: Veteran's Enhanced Transportation Program

Continue support for and continue the expansion of the Veteran's Enhanced Transportation Program.

The goal for this project to continue the program which is already operating and is sustainable. This project should not take more than 90 days to plan and then 30 days to implement and sustain through biennium. The men and women of our armed forces are in need of medical transportation. Recipient has helped transport nearly 55 unique individuals total over 1500 trips through Recipient's program on a yearly basis. Recipient projects to increase the number

of individuals helped to 65 and increase the number of trips by 8% during the time of this agreement.

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.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Mobility Management

Eligible mobility management expenses are administrative costs to develop new projects and do not include capital costs other than durable equipment, supplies or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

General

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

5. REPORTING and INVOICING REQUIREMENTS

Mobility Management

Recipient will submit a quarterly narrative project progress report and a fiscal report in addition to the regular quarterly report required by State. For each task, Recipient will report:

- a. The task status, including any issues encountered and the planned resolution.*
- b. Hours expended on the tasks to date.*

c. The cost for each task and the percentage of completion.

Task costs will specify labor, non-labor expenses including staff travel and professional consultant expenses, as applicable. Labor expenses shall be reported as an hourly labor rate multiplied by the number of hours expended to date on the task.

Preventive Maintenance

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. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

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. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$275,945.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **The Recipient shall immediately notify State of any change in insurance coverage.**

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.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State 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.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. 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.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

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. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Sunset Empire Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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 eligible project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for expenditures incurred after the Expiration Date. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. 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: Subagreement Insurance Requirements and Recipient Insurance Requirements

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: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient grant funds in an amount not to exceed **\$185,867.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this Agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent 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 Funds.**
 - a. **Disbursement Generally.** State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in

Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse 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.
 - 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.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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 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 any 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 by any state or federal agency 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, including, without limitation, records relating to capital assets funded by this Agreement, the 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 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 funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation 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, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as 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.

This section 8 shall survive any expiration or termination of this Agreement.

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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement Indemnity; Insurance.**
 - i. **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.**
 - ii. 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.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules.
 - 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.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

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:
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If 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. Liability of Recipient; Indemnification.

- i. Recipient shall defend, save, hold harmless, and indemnify the State, the Oregon Transportation Commission, ODOT, and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (collectively, "Claim") which may be brought or made against State by a third party arising out of or related to any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Recipient or its officers, employees or agents arising out of or related to this Agreement. Recipient's obligation under this Section shall not extend to any claim primarily caused by the negligent or willful misconduct of State.**
- ii. Any such indemnification shall also provide that neither Recipient, nor any attorney engaged by Recipient, 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 is prohibited from defending State or that Recipient 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 if State elects to assume its own defense.**
- iii. Sections 11.b.i. and 11.b.ii shall survive termination of this Agreement.
- c. Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- 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 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. 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. **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.
- 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.
- o. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Jeff Hazen
900 Marine Drive
Astoria, OR 97103
1 (503) 861-5399
jeff@ridethebus.org

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/10/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STF Sunset Empire Transportation District 34962				
<i>Operating</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$185,867.00	\$185,867.00	\$0.00	
Sub Total	\$185,867.00	\$185,867.00	\$0.00	
Grand Total	\$185,867.00	\$185,867.00	\$0.00	

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that benefit transportation for seniors and people experiencing disabilities including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute Special Transportation Fund (STF) funds to eligible subrecipients and projects. Additional projects or subrecipients require an amended application approved by State.

Recipient shall include any equipment purchase valued at \$50,000 or more, any transit vehicle acquired, and any transit facility constructed subject to this Agreement in Recipient's Agency Periodic Report and Transit Asset Management reporting to State.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF funds from a separate governmental account. Any interest accrued from the account must be added to the funds and reported to State.

Generally accepted accounting principles and Recipient's 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. Matching grant funds do not constitute claiming the same cost twice. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

<p>State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30</p> <p>And/Or</p> <p>STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.</p>	<p>State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871</p>		<p>Total State Funding \$185,867.00</p>
--	--	--	--

<p>Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179</p>

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **Recipient shall immediately notify State of any change in insurance coverage.**

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.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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 this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State 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.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . 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.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

Date: June 16, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.c ODOT Agreement #34377 Rural Veterans Healthcare Transportation
Amendment Approval

This agreement is to extend the expiration date from June 30, 2021, to December 31, 2021.

This was necessary due to COVID-19 impacts on the ability to enhance the veterans
transportation program.

Staff is recommending that a motion be made to approve Amendment #1 to ODOT Agreement
#34377.

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 34377
Sunset Empire Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Sunset Empire Transportation District**, hereinafter referred to as **Recipient**, entered into an Agreement on **December 1, 2020**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by State and Recipient that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** 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, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

Shall be deleted in its entirety and replaced with the following:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** 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 **December 31, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Jeff Hazen
900 Marine Drive
Astoria, OR 97103
1 (503) 861-5399
jeff@ridethebus.org

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 861-2798
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/15/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Date: June 17, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.d Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan Adoption

The Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan (MJNHMP) is a result of a collaborative effort between the County, cities, special districts, citizens, public agencies, non-profit organizations, the private sector and regional organizations.

The intention of the MJNHMP is to reduce the risk from natural hazards to the County, Cities and Special Districts by identifying resources, information and strategies for risk reduction. The plan incorporates a community overview, mission, goals and action items and plan implementation and maintenance; it also includes specific hazard annexes for coastal erosion, drought, earthquake, flood, landslide, tsunami, volcanic eruption, wildfire and wind/winter storm, and recommends specific hazard mitigation projects.

The Federal Emergency Management Agency (FEMA) requires plan updates every five years in order for a jurisdiction to remain eligible for funding assistance from three federal programs: The Pre-Disaster Mitigation Grant Program (PDMGP), the Hazard Mitigation Grant Program (HMGP) funds, and the Flood Mitigation Assistance (FMA) Program.

The plan was initially drafted in 2008, updated in 2015, and in this recent update, it includes 10 new jurisdictional plan holders—special districts—that chose to participate in the process in order to increase resilience against the hazards each faces as an individual entity. At this time, FEMA has provided pre-approval of the updated plan. The next step is for all of the participants to adopt by Resolution the plan as written. Once adopted, the plan will be submitted to FEMA for final approval.

Attached are excerpts from the plan that are specific to SETD. To read the entire 582 page plan, you can find it at

https://www.co.clatsop.or.us/sites/default/files/fileattachments/emergency_management/page/33832/clatsopmjnhmp_draft_.pdf

Staff is recommending that a motion be made to approve Resolution 2021-02 adopting the Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan.

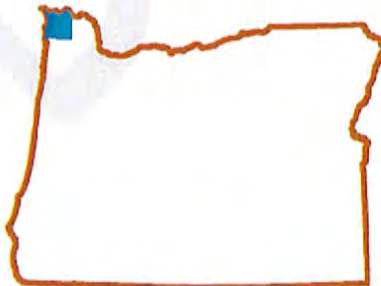


January 2021 DRAFT

Clatsop County

MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

- Clatsop County
- Astoria
- Cannon Beach
- Gearhart
- Seaside
- Warrenton
- Port of Astoria



- Arch Cape Domestic Water Supply District
- Arch Cape Sanitary District
- Cannon Beach Rural Fire Protection District
- Clatsop Community College
- Falcon Cove Beach Domestic Water Supply District
- Knappa-Svensen-Burnside Rural Fire Protection District
- Lewis and Clark Rural Fire Protection District
- Seaside School District
- Sunset Empire Transportation District



FEMA

Effective Month date, 2021 through Month date, 2026

The Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan update is the result of a collaborative effort between the County, cities, special districts, citizens, public agencies, non-profit organizations, the private sector and regional organizations. A project steering committee guided the plan development process and was comprised of representatives from the above organizations. This Update was funded by staff time provided by local jurisdictions, state match provided by DLCDC, but primarily funded by the Federal Emergency Management Agency's Pre-Disaster Mitigation Competitive Grant Program grant #PDMC17-PL-002.

Cover photos clockwise from top left: Cannon Beach sea stacks (Oregon State Archives), Columbia River (Oregon State Archives), Ecola Creek after 1964 tsunami (Cannon Beach History Center and Museum), Arch Cape Fire (Daily Astorian).

The Point of Contact for information regarding the maintenance and implementation of this plan is:

Tiffany Brown, Emergency Manager
Clatsop County Emergency Management Division
800 Exchange Street, Suite 400
Astoria, OR 97103
503-325-8645 (Phone)
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Acknowledgments

Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan Update Steering Committee

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City of Cannon Beach

Jeff Adams, Rick Hudson, Karen LaBonte, Bruce St. Denis

City of Gearhart

Chad Sweet, Krysti Ficker, Carole O'Connell, Cheryl Lund

City of Seaside

Kevin Cupples, Anne McBride

City of Warrenton

Scott Hess, Collin Stelzig, Kevin Cronin

Port of Astoria

Susan Transue, Gary Kobes, Will Isom

Clatsop Community College

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Seaside School District

Sheila Roley, Chuck Loesch, Justine Hill

Sunset Empire Transportation District

Jeff Hazen, Paul Lewicki

Arch Cape Domestic Water & Sanitary Districts

Bill Campbell, Ron Schiffman, Phil Chick

Cannon Beach Rural Fire Protection District

Matt Benedict, Marc Reckmann, Shaunna White

Falcon Cove Beach Water District

Charles Dice

Knappa-Svensen-Burnside Fire District

Kurt Donaldson, Paul Olheiser

Lewis & Clark Fire District

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Table of Contents

I.	INTRODUCTION.....	12
II.	RISK ASSESSMENT	21
	A. COMMUNITY PROFILE	22
	1. Government Organization	23
	2. Geography	36
	3. Climate	46
	4. Demographics	47
	5. Economics	58
	6. Infrastructure	71
	7. Built Environment	101
	8. Cultural and Historic Resources	116
	9. Natural Resources	119
	B. NATURAL HAZARDS	124
	1. Coastal Erosion.....	125
	2. Drought	132
	3. Earthquake	137
	4. Flood.....	148
	5. Landslide.....	167
	6. Tsunami	179
	7. Volcanic Event.....	187
	8. Wildfire	195
	9. Windstorm and Winter Storm.....	206
	C. COMMUNITY RISK PROFILES.....	222
	1. Unincorporated Clatsop County	223
	2. City of Astoria.....	238
	3. City of Cannon Beach.....	257
	4. City of Gearhart.....	264
	5. City of Seaside	273
	6. City of Warrenton	290
	7. Port of Astoria	298
	8. Sunset Empire Transportation District	303
	9. Clatsop Community College	309
	10. Seaside School District.....	314
	11. Cannon Beach Rural Fire Protection District	321
	12. Knappa-Svensen-Burnside Rural Fire Protection District	325
	13. Lewis and Clark Rural Fire Protection District	330
	14. Arch Cape Domestic Water Supply District	334
	15. Arch Cape Sanitary District	340
	16. Falcon Cove Beach Water District.....	345

D. RISK ASSESSMENT FINDINGS	351
III. MITIGATION STRATEGY	359
A. INTRODUCTION	360
B. GOALS AND OBJECTIVES	362
C. FUNDING SOURCES	365
D. INTEGRATION	375
E. TOOLS AND ASSETS	377
F. ECONOMIC ANALYSIS OF HAZARD MITIGATION PROJECTS	379
IV. REFERENCES.....	387
V. PLANNING PROCESS.....	395
A. INTRODUCTION	396
B. PLANNING PROCESS AND PARTICIPATION	400
C. PLAN CHANGES	410
VI. APPENDICES.....	414
A. APPENDIX A.....	415
1. DOGAMI O-20-16 Risk Report for Clatsop County.....	416
2. OCCRI Future Climate Projections: Clatsop County.....	417
3. DOGAMI Earthquake and Tsunami Impact Reports.....	418
4. DOGAMI Earthquake and Tsunami Evacuation Analyses	421
5. DOGAMI Hospital Resilience Guidance	424
6. 2020 State Plan Oregon Coast Risk Assessment	425
7. Local Risk Assessment	426
8. Clatsop County Community Organizations.....	433
9. Jurisdiction Appendices.....	437
10. Policy Framework for Natural Hazards in Oregon.....	441
B. APPENDIX B.....	445

List of Figures

Figure I-1. Understanding Risk	19
Figure II-1. Clatsop County Organizational Chart	23
Figure II-2. Astoria Organizational Chart	27
Figure II-3. City of Warrenton Organizational Chart.....	30
Figure II-4. Port of Astoria Organizational Chart	32
Figure II-5. Lewis and Clark Fire Organizational Chart.....	34
Figure II-6 Knappa Fire Organizational Chart	35
Figure II-7. Political Geography: Clatsop County Map.....	36
Figure II-8. Population Pyramids for 2020, 2030, 2045	49
Figure II-9. Population Density Map.....	52
Figure II-10. Population Change: Natural vs. Migration	53
Figure II-11. Psychological consequences of disaster and terrorism.....	54
Figure II-12. Clatsop County Overall Social Vulnerability Index 2016.....	56
Figure II-13. Social Vulnerability Index Themes.....	57
Figure II-14. Total Employment 2001-2017 (Clatsop County)	59
Figure II-15. Median Household Income 2010-2017.....	59
Figure II-16 Local Residents Employment Location.....	61
Figure II-17 Local Jobs Held (in-commuters vs. residents)	62
Figure II-18. Unemployment Rate: NW Oregon vs. State and US.....	63
Figure II-19. Unemployment Rate 2000-2018 (Clatsop County and Comparisons).....	63
Figure II-20. Five School Districts of Clatsop County	65
Figure II-21. Clatsop Community College Campus Locations	66
Figure II-22. Clatsop Community College Lexington Campus Map.....	67
Figure II-23. Clatsop Community College Degree and Certificate Programs	68
Figure II-24. Astoria Fire Department	79
Figure II-25. Cannon Beach Fire District	80
Figure II-26. Knappa Fire District.....	81
Figure II-27. Lewis and Clark Fire District	82
Figure II-28. Gearhart Fire Department	83
Figure II-29. Seaside Fire Department	84
Figure II-30. Warrenton Fire Department	86
Figure II-31. Highway 101 Bridges of Clatsop County.....	94
Figure II-32. ODOT Map Seismic Plus Phase 1	95
Figure II-33. ODOT Map Seismic Plus Phase 2	96
Figure II-34. NW Connector Transit Agencies.....	98
Figure II-35. NW Connector Route Map	98
Figure II-36. Port of Astoria Maritime Operations Aerial Photo.....	99
Figure II-37. Port of Astoria Regional Airport Drone Photo.....	100
Figure II-38. Community building value in Clatsop County by occupancy class	101
Figure II-39. Map of Manufactured Home Parks.....	104
Figure II-40. Projected Growth & New Housing Need, Clatsop County Cities.....	106
Figure II-41. Clatsop County Buildable Lands Inventory Map	107
Figure II-42. Seaside Residential Buildable Lands.....	112
Figure II-43. City of Warrenton Buildable Lands Inventory Map.....	113
Figure II-44. City of Warrenton Zoning Map	114
Figure II-45 Mitigation Saves Money	115
Figure II-46. Clatsop County Watersheds.....	122
Figure II-47. Coastal erosion exposure by Clatsop County community	129
Figure II-48. Cascadia Subduction Zone	137
Figure II-49. Map of Selected Earthquakes for Oregon, 1841 through 2002	140
Figure II-50. Earthquake loss ratio by Clatsop County community	142
Figure II-51. CSZ M9.0 Reduction in Earthquake Damage from Seismic Upgrades	145
Figure II-52. Dams in Clatsop County (NID)	149

Figure II-53. Flood loss estimates by Clatsop County community.....	159
Figure II-54. Landslide Types and Processes	168
Figure II-55. Landslide Causes: Geological, Morphological, and Human	169
Figure II-56. Bond Street Landslide Impact Area, Astoria.....	171
Figure II-57. Bond Street Landslide, Astoria, 1954	171
Figure II-58. Bond Street Landslide, Astoria, 2005.....	172
Figure II-59. Historic Landslide Impact Area. Astoria	172
Figure II-60. City of Astoria’s potable water main threatened by an active landslide.....	173
Figure II-61. Tsunami Generation.....	179
Figure II-62. Frequency of CSZ Events in the Geologic Record.....	180
Figure II-63. Tsunami Inundation Exposure by Clatsop County community.....	181
Figure II-64. Eruptions in the Cascade Range during the Past 4,000 Years	187
Figure II-65. Eruptions from Mount Hood, Oregon, during the past 30,000 years	189
Figure II-66. Probability of significant impacts of a Mount Saint Helen eruption	193
Figure II-67. Wildfire hazard exposure by Clatsop County community.....	201
Figure II-68. Change in Annual Very High Fire Danger Days.....	205
Figure II-69. Wind Zones in the U.S.....	206
Figure II-70. FEMA Special Wind Regions	208
Figure II-71. What is a Waterspout?.....	208
Figure II-72. Unincorporated Clatsop County loss ratio from Cascadia subduction zone event.....	227
Figure II-73. Unincorporated community of Arch Cape loss ratio from Cascadia subduction zone event.....	228
Figure II-74. Unincorporated community of Westport loss ratio from Cascadia subduction zone event.....	230
Figure II-75. Clatsop County Mitigation Actions.....	232
Figure II-76. Areas subject to Coastal Erosion.....	239
Figure II-77. Earthquake Induced Landslide hazard – Astoria-Warrenton, Oregon.....	240
Figure II-78. Relative Earthquake hazard – Astoria-Warrenton, Oregon	241
Figure II-79. City of Astoria loss ratio from Cascadia subduction zone event	247
Figure II-80. City of Astoria Plans and Policies.....	248
Figure II-81. City of Cannon Beach loss ratio from Cascadia subduction zone event.....	260
Figure II-82. City of Gearhart loss ratio from Cascadia subduction zone event	266
Figure II-83. City of Seaside loss ratio from Cascadia subduction zone event.....	277
Figure II-84. New Water Resource and Emergency Operations Center (EOC) Site	280
Figure II-85. New Tsunami Evacuation Signage in Seaside.....	284
Figure II-86. City of Warrenton loss ratio from Cascadia subduction zone event	293
Figure II-87. Location of the Seaside elementary school in relation to the tsunami zone	319
Figure III-88. Unincorporated community of Arch Cape loss ratio from Cascadia event	337
Figure II-89. Arch Cape Water and Sanitary Districts Hazard Vulnerability Table.....	341
Figure II-90. Arch Cape Sanitary District Mitigation Actions	344
Figure II-91. DOGAMI Risk Report Countywide Results.....	352
Figure III-1. Earthquake Resilience Guide.....	372
Figure III-2. Economic Analysis Flowchart	383

List of Tables

Table I-1. Clatsop County Jurisdictions Subject to Natural Hazards	18
Table II-2. Population of Clatsop County and Cities	47
Table II-3. Population and Households (2000, 2010, 2018 projected)	47
Table II-4. Clatsop County Population by UGB and AAGR and Sub-areas (2000 and 2010)	48
Table II-5. Population by Race in 2000 and 2010	49
Table II-6. Persons with a Disability in Clatsop County	50
Table II-7. Disabled Population, City of Astoria, 2013	50
Table II-8. Forecasts for Total Population	53
Table II-9. Economic Demographics of Clatsop County and Cities	61
Table II-10. Clatsop County-owned critical facilities	72
Table II-11. Critical facilities in Unincorporated Clatsop County	73
Table II-12. Unincorporated community of Arch Cape critical facilities	74
Table II-13. Knappa-Svensen critical facilities	74
Table II-14. Unincorporated community of Westport critical facilities	75
Table II-15. City of Astoria critical facilities	75
Table II-16. City of Cannon Beach critical facilities	76
Table II-17. City of Gearhart critical facilities	76
Table II-18. City of Seaside critical facilities	77
Table II-19. City of Warrenton critical facilities	78
Table II-20. Tsunami Evacuation Planning by Jurisdiction	92
Table II-21. Bridge Inventory for Clatsop County	93
Table II-22. Clatsop County building inventory (detail by type)	102
Table II-23. Mobile Home Housing Units	103
Table II-25. Total Housing Units and Average Annual Growth Rate	105
Table II-26. Building Permits Issued in Clatsop County and Municipalities	106
Table II-27. Estimated Net Land Surplus/(Deficit) by Zoning, Astoria UGB, 2027	108
Table II-28. Estimated Net Land Surplus/(Deficit) by Zoning, Astoria UGB, 2027	108
Table II-24. Housing Age by Year-Built – Occupied Units, Clatsop County	115
Table II-29. Historic Coastal Erosion Events	126
Table II-30. Hazard Vulnerability Analysis: Coastal Erosion	127
Table II-31. Coastal Erosion Exposure	131
Table II-32. Historic Drought Events	133
Table II-33. Hazard Vulnerability Analysis: Drought	134
Table II-34. Historic Earthquake Events	141
Table II-35. Hazard Vulnerability Analysis: Earthquake	144
Table II-36. Cascadia subduction zone earthquake loss estimates	146
Table II-37. Historic Flood Events	150
Table II-38. Hazard Vulnerability Analysis: Flood	157
Table II-39. National Flood Insurance Program (NFIP) Insurance Information	159
Table II-40. Community Rating System (CRS) Information	160
Table II-41. NFIP Repetitive Loss & Severe Repetitive Loss Properties by Type	160
Table II-42. National Flood Insurance Program (NFIP) Policy Information	161
Table II-43. Flood loss estimates	162
Table II-44. Flood Exposure	163
Table II-45. Historic Landslide Events	174
Table II-46. Hazard Vulnerability Analysis: Landslide	175
Table II-47. Landslide Exposure	177
Table II-48. Historic Tsunami Events in Historical Record	180
Table II-49. Hazard Vulnerability Analysis: Tsunami	182
Table II-50. Tsunami Exposure	185
Table II-51. Historic Volcanic Events	189
Table II-52. Volcanoes closest to Clatsop County	190
Table II-53. Hazard Vulnerability Analysis: Volcanic Ashfall	191

Table II-54. Hazard Vulnerability Analysis: Volcanic Debris Flow.....	192
Table II-55. Historic Wildfire Events.....	196
Table II-56. Hazard Vulnerability Analysis: Wildfire.....	199
Table II-57. Wildfire Exposure.....	202
Table II-58. Historic Wind and Winter Storms Events.....	209
Table II-59. Hazard Vulnerability Analysis: Windstorm and Winter Storms.....	220
Table II-60. Clatsop County Hazard Vulnerability Analysis.....	223
Table II-61. Unincorporated Clatsop County critical facilities.....	225
Table II-62. Unincorporated community of Arch Cape critical facilities.....	225
Table II-63. Unincorporated community of Svensen-Knappa critical facilities.....	226
Table II-64. Unincorporated community of Westport critical facilities.....	226
Table II-65. Unincorporated Clatsop County Hazard Profile.....	226
Table II-66. Unincorporated community of Arch Cape hazard profile.....	227
Table II-67. Unincorporated community of Svensen-Knappa hazard profile.....	229
Table II-68. Unincorporated community of Svensen-Knappa loss ratio from Cascadia event.....	229
Table II-69. Unincorporated community of Westport hazard profile.....	230
Table II-70. Clatsop County Plans and Policies.....	231
Table II-71. City of Astoria Hazard Vulnerability Analysis.....	238
Table II-72. City of Astoria Critical Facility Loss Exposure.....	246
Table II-73. City of Astoria hazard profile.....	247
Table II-74. City of Astoria Mitigation Actions.....	251
Table II-75. City of Cannon Beach Hazard Vulnerability Analysis.....	257
Table II-76. City of Cannon Beach Critical Facility Loss Exposure.....	259
Table II-77. City of Cannon Beach hazard profile.....	260
Table II-78. Cannon Beach Plans and Policies.....	261
Table II-79. Cannon Beach Action Items.....	262
Table II-80. City of Gearhart Hazard Vulnerability Analysis.....	264
Table II-81. City of Gearhart Critical Facility Loss Exposure.....	265
Table II-82. City of Gearhart hazard profile.....	266
Table II-83. City of Gearhart Plans and Policies.....	267
Table II-84. City of Gearhart Mitigation Actions.....	268
Table II-85. City of Seaside Hazard Vulnerability Analysis.....	273
Table II-86. City of Seaside critical facilities.....	276
Table II-87. City of Seaside hazard profile.....	277
Table II-88. City of Seaside Plans and Policies.....	278
Table II-89. City of Seaside Mitigation Actions.....	279
Table II-90. City of Warrenton Hazard Vulnerability Analysis.....	290
Table II-91. City of Warrenton Critical Facility Loss Exposure.....	292
Table II-92. City of Warrenton hazard profile.....	293
Table II-93. City of Warrenton Plans and Policies.....	294
Table II-94. City of Warrenton Mitigation Actions.....	295
Table II-95. Port of Astoria Hazard Vulnerability Analysis.....	298
Table II-96. Port of Astoria Critical Facility Loss Exposure.....	299
Table II-98. Port of Astoria Plans and Policies.....	301
Table II-99. Port of Astoria Mitigation Actions.....	302
Table II-100. Sunset Empire Transit District Hazard Vulnerability Analysis.....	303
Table II-101. Sunset Empire Transportation District Plans and Policies.....	306
Table II-102. Sunset Empire Transportation District Mitigation Actions.....	307
Table II-103. Clatsop Community College Hazard Vulnerability Analysis.....	309
Table II-104. Clatsop Community College and City of Astoria Critical Facility Loss Exposure.....	311
Table II-105. Clatsop Community College Plans and Policies.....	312
Table II-106. Clatsop Community College Mitigation Actions.....	313
Table II-107. Seaside School District Hazard Vulnerability Analysis.....	314
Table II-108. City of Seaside Critical Facility Loss Exposure.....	316
Table II-109. Seaside School District Plans and Policies.....	317
Table II-110. Seaside School District Mitigation Actions.....	318
Table II-111. Cannon Beach RFPD Hazard Vulnerability Analysis.....	321
Table II-112. Cannon Beach Rural Fire Protection District Critical Facility Loss Exposure.....	322

Table II-113. Cannon Beach RFPD Plans and Policies	323
Table II-114. Cannon Beach Fire District Mitigation Actions.....	324
Table II-115. Knappa Fire Hazard Vulnerability Analysis	325
Table II-116. Knappa Fire Critical Facilities.....	326
Table II-117. Unincorporated community of Svensen-Knappa hazard profile.....	327
Table II-118. Unincorporated community of Svensen-Knappa loss ratio from Cascadia event	327
Table II-119. Knappa Fire Plans and Policies	328
Table II-120. Knappa Fire District Mitigation Actions.....	329
Table II-121. Lewis & Clark RFPD Hazard Vulnerability Analysis	330
Table II-122. Lewis and Clark Fire District critical facilities.....	331
Table II-123. Lewis and Clark Fire Plans and Policies	332
Table II-124. Lewis and Clark Fire District Mitigation Actions.....	333
Table II-125. Arch Cape Water District Hazard Vulnerability Analysis	334
Table II-126. Arch Cape Water and Sanitary Districts Hazard Vulnerability Table	335
Table II-127. Arch Cape Domestic Water Supply District Critical Facility Exposure	336
Table II-128. Unincorporated community of Arch Cape hazard profile.....	337
Table II-129. Arch Cape Water District Plans and Policies	338
Table II-130. Arch Cape Water District Mitigation Actions	339
Table II-131. Arch Cape Sanitary District Hazard Vulnerability Analysis	340
Table II-132. Arch Cape Sanitary District Critical Facility Exposure	342
Table II-133. Arch Cape Sanitary District Plans and Policies	343
Table II-134. Falcon Cove Beach Water District Hazard Vulnerability Analysis.....	345
Table II-135. Replacement Cost of Existing Assets.....	347
Table II-136. Falcon Cove Beach Water District Plans and Policies.....	348
Table II-137. Falcon Cove Beach Water District Mitigation Actions.....	349
Table II-138. Hazard Vulnerability Analysis Rankings: 16 Jurisdictions	355
Table III-1. Plans and Codes for Potential Integration.....	376
Table III-2. Tools and Assets Supporting Mitigation.....	378
Table VI-1. City of Astoria Parks and Open Space	437
Table VI-2. City of Astoria Parks and Open Space (2).....	438

Executive Summary

Hazard mitigation planning is a process that identifies actions to reduce the dangers to life and property from natural hazard events. People potentially impacted by a disaster are the priority of this plan. Buildings, equipment, and services that a community relies upon for survival are essential to human health, so they too are a plan priority. The information in the Risk Assessment section is intended to provide a snapshot of who and what faces risk so that communities can take action to protect themselves locally and state and federal partners can understand local priorities. This information can also be used to secure funding for hazard mitigation projects or to put other jurisdiction projects into perspective in terms of risk.

The 2021 update of the Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan (Clatsop MJNHMP or Plan) meets the guidelines for the hazard mitigation planning program administered by the Federal Emergency Management Agency (FEMA). Earlier editions of the Clatsop County Natural Hazard Mitigation Plan were approved by FEMA in 2008 and 2013. This 2021 plan update provided the second, five-year update. The Clatsop MJNHMP has been developed to comply with the requirements of the Disaster Recovery Reform Act of 2018 and Federal Disaster Mitigation Act of 2000, current mitigation guidance built on the foundation of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and the Disaster Relief Act of 1974.

While cities and special districts are not required to adopt hazard mitigation plans, the FEMA requires all jurisdictions that wish to be eligible to receive FEMA hazard mitigation grants to adopt a local multi-hazard mitigation plan and update the plan every five years. The completion of a FEMA-approved mitigation plan on a 5-year schedule ensures that participating jurisdictions can access Hazard Mitigation Assistance funding (<https://www.fema.gov/hazard-mitigation-assistance>).

The 2015 Clatsop Natural Hazard Mitigation Plan included Clatsop County and the cities of Astoria, Cannon Beach, Gearhart, Seaside and Warrenton. In the 2015 document, each of the jurisdictions had full plan sections appended as 'annexes' or 'sub-plans'. The 2021 plan update uses an integrated approach that brings information from each community and special district together, along with updates from new data sources. Building upon the Tillamook County Multi-Jurisdictional Natural Hazard Mitigation Plan update from 2016, the integrated approach reduces duplication of statistics and descriptions and instead uses that space to present a more unified picture of Clatsop County mitigation efforts.

The mission statement of the plan remains unchanged in the second Clatsop County NHMP update:

To Create a Disaster-Resilient Clatsop County.

Through an evaluation of local jurisdictions and their assets, a review of natural hazard risks present in the community, and a strategic approach to mitigating hazard risks, the plan update fulfills its mission statement. Future efforts to evaluate and revise the plan will build upon this update.

The Plan has three main components: Risk Assessment, Mitigation Strategy, and Planning Process. The Risk Assessment has three components in this update: Community Profile, Natural Hazards, and Community Risk Profiles. The Appendix features the references and other important documentation.

Communities within Clatsop County continue to be subject to a number of natural hazards, including coastal erosion, drought, earthquake, flood, landslide, tsunami, volcanic events, wildfire, and wind/winter storm—each of these are sections within the Hazards chapter of the Risk Assessment. While all of these hazard events could occur, and have occurred within the County and its communities, earthquake, flood, landslide, tsunami and wind/winter storm stand out as the predominant hazard risks. Annually, flooding and severe storms occur. The location, extent, history and vulnerability of these events is documented in this update. Also documented are the local natural hazard policies and programs that could mitigate some of the effects of natural disasters if sufficient resources were available.

The updated 2021 Risk Assessment includes two new sources of information coordinated to concur with the process by DLCDC and agency partners:

- Williams, M. C., Anthony L. H., & O'Brien, F. E. (2020). *Natural Hazard Risk Report for Clatsop County, Oregon, Including the Cities of Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton and the Unincorporated Communities of Arch Cape, Svensen-Knappa, and Westport* (Open-File Report O-20-16). Portland, OR: Oregon Department of Geology and Mineral Industries (DOGAMI). <https://www.oregongeology.org/pubs/ofr/p-O-20-16.htm>
- Dalton, M. M. (2020). *Future Climate Projections: Clatsop County*. Oregon Climate Change Research Institute, College of Earth, Ocean and Atmospheric Sciences, Oregon State University. https://www.oregon.gov/lcd/CL/Documents/Clatsop_County_Future_Projections_Report_0213_2020.pdf

Both of these reports are part of a vision to develop a risk assessment methodology that can be applied uniformly statewide. The Williams et al, 2020 (DOGAMI) *Natural hazard risk report for Clatsop County* was planned to be completed in advance of this project with Federal Emergency Management Agency (FEMA) Cooperating Technical Partners (CTP) funding in annual coordination efforts made between the Oregon Department of Land Conservation and Development (DLCDC), Oregon Department of Geology and Mineral Industries (DOGAMI), US Army Corps of Engineers (USACE), and the University of Oregon, Oregon Partnership for Disaster Resilience (OPRD) starting in 2015. The Oregon Climate Change Research Institute (OCCRI) report was a specific contract component of the DLCDC application for FEMA 2017 Pre-Disaster Mitigation funding, completed February 2020. Unfortunately, funding constraints and data availability limits or inconsistencies, like in LiDAR data, put this statewide vision off into the future. As such, these reports mean Clatsop County is relatively well-equipped with risk assessment data by comparison to much of the State.

The Community Profile provides a snapshot of the statistics of Clatsop County, the five cities, and the ten special districts which serve these communities. Detailed information about risk is available in the Community Risk Profile section by jurisdiction, where loss estimates are outlined, rounding out the Risk Assessment. Along with detailed descriptions of the hazards, this community information comprises the Risk Assessment.

The Mitigation Strategy identifies the plan goals and action items—built on twelve years of mitigation planning in Clatsop County and decades of knowledge brought by more than 30 individuals actively participating in the process. Clatsop County is a disaster-prone place, particularly in terms of wind, winter storms, and tsunami/earthquake risk. The community has very high exposure to tsunamis and has been on the forefront of using data, policies, and actions to mitigate this risk. Mitigation strategies

outline various actions that, given sufficient funding, could be implemented to address natural hazard disasters. From developing disaster response plans to encouraging landowners through incentive programs to avoid disaster areas, the plan covers a breadth of activities that would mitigate the effects of natural disasters. These actions have been prioritized by the participating stakeholders and represent a sound approach to addressing hazards that is most acceptable to the local community. The update produced minor adjustments to the mitigation strategy that more accurately reflect current approaches to address natural hazard disasters.

Finally, this plan update saw five public planning meetings and two additional in-person Steering Committee (and one online) meetings before COVID-19 pandemic restrictions went into effect. An online survey was released alongside plan review in order to foster feedback and engagement.

Plan Jurisdictions

The **Clatsop County** Emergency Management Development department is the convener of this 2021 plan update.

The 2021 Clatsop County Multi-Jurisdictional Natural Hazard Mitigation Plan website is available here:

<https://www.co.clatsop.or.us/em/page/multi-jurisdictional-natural-hazards-mitigation-plan-mjnhmp-update-2021>

The incorporated cities participating in this plan update are:

- **Astoria**
- **Cannon Beach**
- **Gearhart**
- **Seaside**
- **Warrenton**

In this 2021 plan update, the following special districts joined the mitigation planning process:

- **Port of Astoria**
- **Sunset Empire Transportation District**
- **Clatsop Community College**
- **Seaside School District**
- **Cannon Beach Rural Fire Protection District**
- **Lewis and Clark Rural Fire Protection District**
- **Knappa-Svensen-Burnside Rural Fire Protection District**
- **Arch Cape Domestic Water Supply District**
- **Arch Cape Sanitary District**
- **Falcon Cove Beach Domestic Water Supply District**

These ten new jurisdictions span many areas of service including: education, fire and emergency response, shipping, transit, sanitary, and domestic water supply.

Clatsop County's Natural Hazards

Each of Clatsop County's communities is subject to some or all of 9 natural hazards. The following is a brief overview of the hazards that can impact Clatsop County. Each of the hazards is described in more detail in the Natural Hazards section below.

Coastal Erosion: Coastal erosion is a natural process that continually affects the entire coast. Erosion becomes a hazard when human development, life and safety are threatened. Coastal erosion processes create special challenges for people living near the ocean, requiring sound planning in order to minimize the potential dangers to life and property. Attempts to stabilize the shoreline or beach are often futile because the forces that shape the coast are persistent and powerful. Inadequate understanding of the complex interaction of coastal land forms and waters and the various types of coastal erosion can result in serious threats to people, communities and infrastructure.

Drought: Droughts are not uncommon in the State of Oregon, nor are they just an "east of the mountains" phenomenon. They occur in all parts of the state, in both summer and winter. There are no records of a severe drought in Clatsop County. Drought is averted as a result of the County's high rainfall from moist air masses moving onto land from the Pacific Ocean, especially during winter months.

Earthquake: Seismic events were once thought to pose little or no threat to Oregon communities. However, recent earthquakes and scientific evidence indicate that the risk to people and property is much greater than previously thought. Oregon is rated third highest in the nation for potential losses due to earthquakes. This is due in part to the fact that until recently Oregon was not considered to be an area of high seismicity, and consequently the majority of buildings and infrastructure were not designed to withstand the magnitude of ground shaking that would occur in conjunction with a major seismic occurrence.

Flood: Oregon has a detailed history of flooding with flood records dating back to the 1860s. The principal types of flood that occur in Clatsop County include: (1) riverine and (2) ocean flooding from high tides and wind-driven waves or tsunami event. There are two distinct periods of riverine flooding in this region, winter and late spring. The most serious flooding occurs during December, January, and February. The situation is especially severe when riverine flooding, caused by prolonged rain and melting snow, coincides with high tides and coastal storm surges.

Landslide: Landslides are a major geologic threat in almost every state in the United States. In Oregon, a significant number of locations are at risk from dangerous landslides and debris flows. While not all landslides result in property damage, many landslides do pose serious risk to people and property. Rain-induced landslides and debris flows can potentially occur during any winter in Clatsop County.

Tsunami: Tsunamis have historically been rare in Oregon. Since 1812, Oregon has experienced about a dozen tsunamis with wave heights greater than 3 feet; some of these were destructive. The City of Seaside is the most vulnerable city due to its low elevation and high number of residents and tourist population within the predicted inundation zone. Although many communities have evacuation maps and evacuation plans, many casualties are expected. The built environment in the inundation zone will be especially hard hit.

Volcanic Event: The Cascade Range of the Pacific Northwest has more than a dozen active volcanoes. These snow-clad peaks are part of a 1,000 mile-long chain of mountains, which extend from southern British Columbia to northern California. Although there are no active volcanoes in Clatsop County it is important for counties to know the potential impacts of nearby volcanoes. While immediate danger area around a volcano is approximately 20 miles, ash fall problems may occur as much as 100 miles or more from a volcano's location; therefore, ash fall may affect Clatsop County.

Wildfire: Fire is an essential part of Oregon's ecosystem, but it is also a serious threat to life and property particularly in the state's growing rural communities. Wildfires are fires occurring in areas having large areas of flammable vegetation that require a suppression response. Areas of wildfire risk exist throughout the state with areas in central, southwest and northeast Oregon having the highest risk.

Windstorms & Severe Winter Storms: Destructive wind and winter storms that produce ice, rain and freezing rain, and high winds have a long history in Clatsop County. Severe storms affecting Oregon with snow and ice typically originate in the Gulf of Alaska or in the central Pacific Ocean. These storms are most common from October through March. Destructive windstorms are less frequent, and their pattern is fairly well known. They form over the North Pacific during the cool months (October through March), move along the coast and swing inland in a northeasterly direction. Wind speeds vary with the storms. Gusts exceeding 100 miles per hour have been recorded at several coastal locations

Table I-1. Clatsop County Jurisdictions Subject to Natural Hazards

Jurisdiction	Coastal Erosion	Drought	Earthquake	Flood	Landslide	Tsunami	Volcanic Event	Wildfire	Wind/Winter Storm
Unincorporated Clatsop County (rural)	X	X	X	X	X	X	X	X	X
Astoria	X	X	X	X	X	X	X	X	X
Cannon Beach	X	X	X	X	X	X	X	X	X
Gearhart	X	X	X	-	X	X	X	X	X
Seaside	-	-	X	X	X	X	X	X	X
Warrenton	X	X	X	X	-	X	X	X	X
Port of Astoria	-	-	X	X	X	X	X	X	X
Sunset Empire Transit District	-	X	X	X	X	X	X	X	X
Clatsop Community College	-	X	X	X	X	X	X	X	X
Seaside School District	-	X	X	X	X	X	X	X	X
Cannon Beach RPF	X	-	X	X	X	X	X	X	X
Knappa Fire District	-	X	X	X	X	X	X	X	X
Lewis & Clark Fire District	-	-	X	X	X	X	X	X	X
Arch Cape Water District	-	X	X	X	X	X	-	X	X
Arch Cape Sanitary District	-	X	X	X	X	X	-	X	X
Falcon Cove Beach Water	X	X	X	X	X	X	X	X	X

Source: Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan, 2015; Clatsop County Multi-Jurisdictional NHMP Update Steering Committee, April-Oct., 2019.

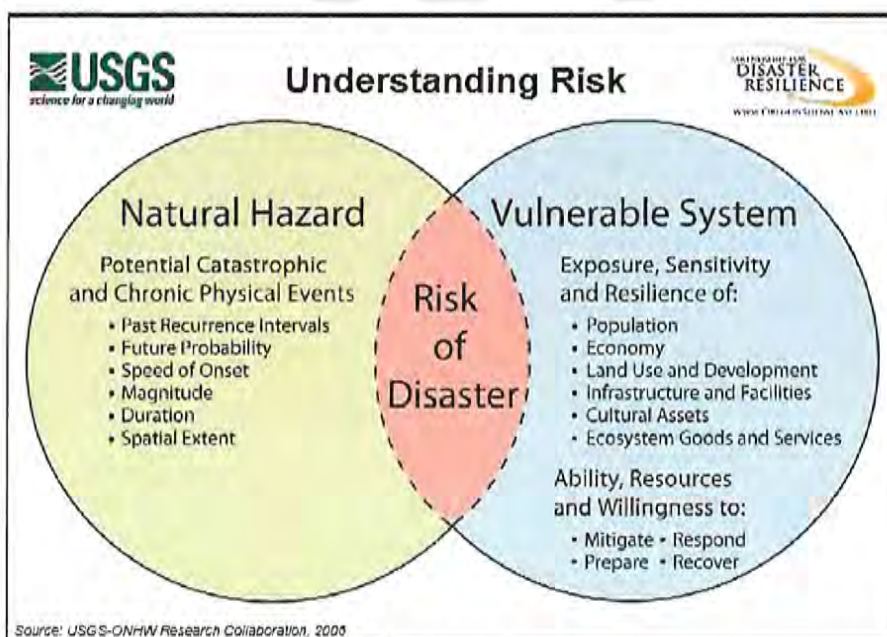
What is Hazard Mitigation?

Natural hazard mitigation is defined as permanently reducing or alleviating the losses of life, property and injuries resulting from natural hazards through long and short-term strategies. Example strategies include policy changes, such as updated ordinances; projects, such as seismic retrofits to critical facilities; education and outreach to targeted audiences, such as Spanish speaking residents; or evacuation facilities and plans that consider vulnerable populations like the elderly. Mitigation is the responsibility of individuals, private businesses and industries, state and local governments, and the federal government.

Engaging in mitigation activities provides jurisdictions with a number of benefits, including reduced loss of life, property, essential services, critical facilities and economic hardship; reduced short-term and long-term recovery and reconstruction costs; increased cooperation and communication within the community through the planning process; and increased potential for state and federal funding for recovery and reconstruction projects.

Clatsop County and local partners conduct natural hazard mitigation planning in an effort to reduce future loss of life and damage to property resulting from natural hazards. It is impossible to predict exactly when these disasters will occur, or the extent to which they will affect the residents, businesses, and jurisdictions who manage county assets and services. However, with careful planning and collaboration among public agencies, private sector organizations, and citizens within the community, it is possible to minimize the losses that can result from natural hazards. The definition of risk is the intersection of a hazard and a vulnerable system. Mitigation means addressing the threat of the hazard on the vulnerable system.

Figure I-1. Understanding Risk



Source: USGS, Oregon Partnership for Disaster Resilience.

A natural hazard mitigation plan can assist the community in understanding what puts the community at risk. By identifying and understanding the relationship between natural hazards, vulnerable systems, and existing capabilities, communities in Clatsop County become better equipped to identify and implement actions aimed at reducing the overall risk of hazards.

This plan focuses on the primary natural hazards that could affect Clatsop County, which include Coastal Erosion, Droughts, Earthquakes, Floods, Landslides, Tsunamis, Volcanic Events, Wildfires, and Winter Storms/Windstorms. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing vulnerability. This multi-jurisdictional Natural Hazards Mitigation Plan is intended to assist all participating jurisdictions in reducing their risk from natural hazards by identifying resources, information, and strategies for risk reduction.

Statewide land use planning “Goal 7: Areas Subject to Natural Hazards” calls for local plans to include inventories, policies and ordinances to guide development in or away from hazard areas. Goal 7, along with other land use planning goals, has helped to reduce losses from natural hazards. Through risk identification and the recommendation of risk-reduction actions, this plan aligns with the goals of the jurisdictions’ comprehensive plans, and helps each jurisdiction meet the requirements of statewide land use planning Goal 7.

The plan is strategic and non-regulatory in nature, meaning that it does not necessarily set forth any new policy. It does, however, provide: (1) A foundation for coordination and collaboration among agencies and the public in the County; (2) Identification and prioritization of future mitigation activities; and (3) Aid in meeting federal planning requirements and qualifying for assistance programs. The mitigation plan works in conjunction with other County and City plans and programs including, Comprehensive Land Use Plans, Emergency Response and Recovery Plans, Economic Development Strategic Plans, Capital Improvement Plans, Buildable Lands Inventories, as well as the State of Oregon Natural Hazards Mitigation Plan.

The plan provides a set of actions to prepare for and reduce the risks posed by natural hazards through education and outreach programs, the development of partnerships, the implementation of preventative activities such as land use and watershed management programs, and infrastructure retrofitting programs. The actions described in the plan are intended to be implemented through existing plans and programs within the county and/or city.

Electricity and Gas

Pacific Power Company supplies electricity to the western and northern parts of Clatsop County. West Oregon Electric Cooperative, Inc. < <https://www.westoregon.org/>> electric service to much of the southeastern County, and a small area in northeast Clatsop including Westport is served by Clatskanie Peoples' Utility District (PUD) <<https://www.clatskaniepub.com/>>. Pacific Power has been an active partner in improving wind and winter storm resilience. They are burying power lines where feasible to reduce the impacts of

Northwest Natural Gas provides the natural gas service. At the January 28, 2020 Clatsop NHMP Steering Committee meeting in Astoria, Tiffany Brown gave a presentation entitled, "Emergency Fuel Planning: A Local and Regional Overview". She provided background and information on the vulnerabilities of the Critical Energy Infrastructure (CEI) Hub in Portland in the event of a Cascadia Earthquake and challenges that will be faced at the local level, both direct and indirect hazard impacts. A dataset on local fuel storage locations is being compiled.

Transportation

Transportation infrastructure is an important consideration when planning for emergency service provisions. It is also critical to essential functions. A detailed understanding of the local jurisdictional transportation and commuting patterns requires review of the local comprehensive plans, the zoning ordinances, US Census data, the coordinated population forecast, and descriptions of transportation facilities on ODOT and Clatsop County transportation maps.

The principal roads, bridges, and highways of the County are susceptible to landslides due to topography, bedrock geology and local soil profiles. Clatsop County is especially vulnerable to earthquake hazards from regional seismicity, earthquake-induced landslides, and especially the Cascadia Subduction Zone (CSZ). These transportation corridors form the backbone of the lifelines that support function, response, and recovery of Clatsop County communities.

Transportation and Evacuation Planning: Tsunami Mitigation

Evacuation from the risk of a tsunami caused by a local earthquake is a high priority mitigation action shared by all participating jurisdictions. Evacuation planning involves a strong education and outreach component coupled with an evacuation plan based upon the community transportation infrastructure.

There are two key policy mechanisms used to implement these evacuation plans: tsunami evacuation facility plans and a tsunami overlay zone. When these policy mechanisms are complete, a community's tsunami evacuation plan is integrated into their comprehensive plan upon adoption and future development will be aligned with the tsunami plans. As evacuation routes must be woven into the design of the community, updates to transportation and comprehensive plans provide the opportunity to make improvements and should be considered a best practice approach to tsunami evacuation planning. The following jurisdictions are taking steps to improve their community's tsunami resilience through transportation and evacuation planning:

Table II-19. Tsunami Evacuation Planning by Jurisdiction

	Clatsop County	Astoria	Cannon Beach	Gearhart	Seaside	Warrenton
Tsunami Education and Outreach*	X	X	X	X	X	X
2013 Tsunami Evacuation Route Map (DOGAMI)	X	X	X	X	X	X
Transportation Plans/ Update			X	X		
Tsunami Evacuation (Facility) Plan				X		
Tsunami Overlay Zone				X		
Comprehensive Plan Integration				X		
Other Plans (Park, etc.)						

Note: X is used to indicate tsunami mitigation efforts that are underway or complete. *All plan jurisdictions contribute to tsunami awareness. Astoria has a TSP and Comp Plan, but neither address tsunami evacuation.

Roads

Three major highways converge in Clatsop County: Highway 101 (Pacific Coast Scenic Byway), Highway 26, and Highway 30. Interstate I-5, the only four-lane, north-south freeway is at Longview, Washington, about 50 minutes east of Astoria. US-101 is the only continuous passage for automobiles and trucks traveling north-south along the Oregon Coast.

Two major transportation routes run through Astoria, Federal Highways 30 and 101. Highway 30 runs east to west from Westport to Astoria and Highway 101 comes into Astoria over the Columbia River on the Astoria-Megler Bridge to the north and into Warrenton via Young’s Bay to the south. State Highway 202 runs along the southern edge of Astoria and continues into the center of the County to Jewell. Continuing south, Highway 101 links all the major population centers of the county—Gearhart at the south end of the Clatsop Spit, then into Seaside at the mouth of the Necanicum River, and further onto Cannon Beach, Arch Cape, and Falcon Cove Beach, south of the intersection with Highway 26. Warrenton is connected to US 101 by secondary roads: East Harbor Drive which runs east west and South Main Avenue which runs north and south. The major arterial going through Cannon Beach, Hemlock St, connects to Highway 101 on its northern and southern ends. Clatsop County’s transportation system currently consists of approximately 250 miles of roads, 68 bridges and three ocean beach approaches (Clatsop County, 2013).

Bridges

Bridges and tunnels need to be retrofitted to withstand ground shaking. The figures below describe the major bridges along Highway 101 in Clatsop County. These bridges, among others, will be vulnerable from an earthquake and may cut communities off in the event of a major earthquake.

Transit: Sunset Empire Transportation District (SETD)

The Sunset Empire Transportation District (SETD) was formed in 1993 and provides transit service to Clatsop County and beyond. SETD serves over 37,000 citizens in Clatsop County with 41 District employees: administrative staff, mechanics, and 23 bus drivers and 6 others with commercial driver's licenses (NW Transit, 2019). The Clatsop County boundary is the SETD tax district boundary. The District operational area consists of three facilities, bus shelters, stops along transit routes, roads, and anywhere there are residences as certain programs offer curb-to-curb service (Lewicki, May 2019).

Changes recommended in the SETD Long Range Comprehensive Transit Plan (Sept. 2016) were funded in the 2017 State of Oregon Transportation funding bill by allowing a new tax (1/10 of 1% of payroll). These include: route re-alignment, adding weekend service, adding routes, adding vehicles, and adding a significant number of employees.

Sunset Empire Transportation District (SETD) has a variety of programs to improve accessibility of transit services:

- RidePal: This service provides travel training which includes all the tools that a person needs to ride the bus with confidence. RIDEPAL staff are trained to provide easy step by step instructions and make sure that transit questions are answered.
- Bus Orientation: One on one instructions on the basics of riding a bus.
- RidePals: Individual Travel Training
- Group Travel Training: Bring your friends and learn how to plan a bus adventure down the coast or to Portland.
- Paratransit Services: These are curb to curb and vehicles are wheelchair accessible and comparable to the existing SETD bus services being operated within the designated service area. Individuals certified with conditional eligibility are encouraged to use regular fixed route bus service whenever possible.
- Dial-a-Ride: Dial-a-Ride is curb to curb transportation that travels beyond the scope of our regular Fixed Route Bus and Paratransit Services and is available only through advance reservations.

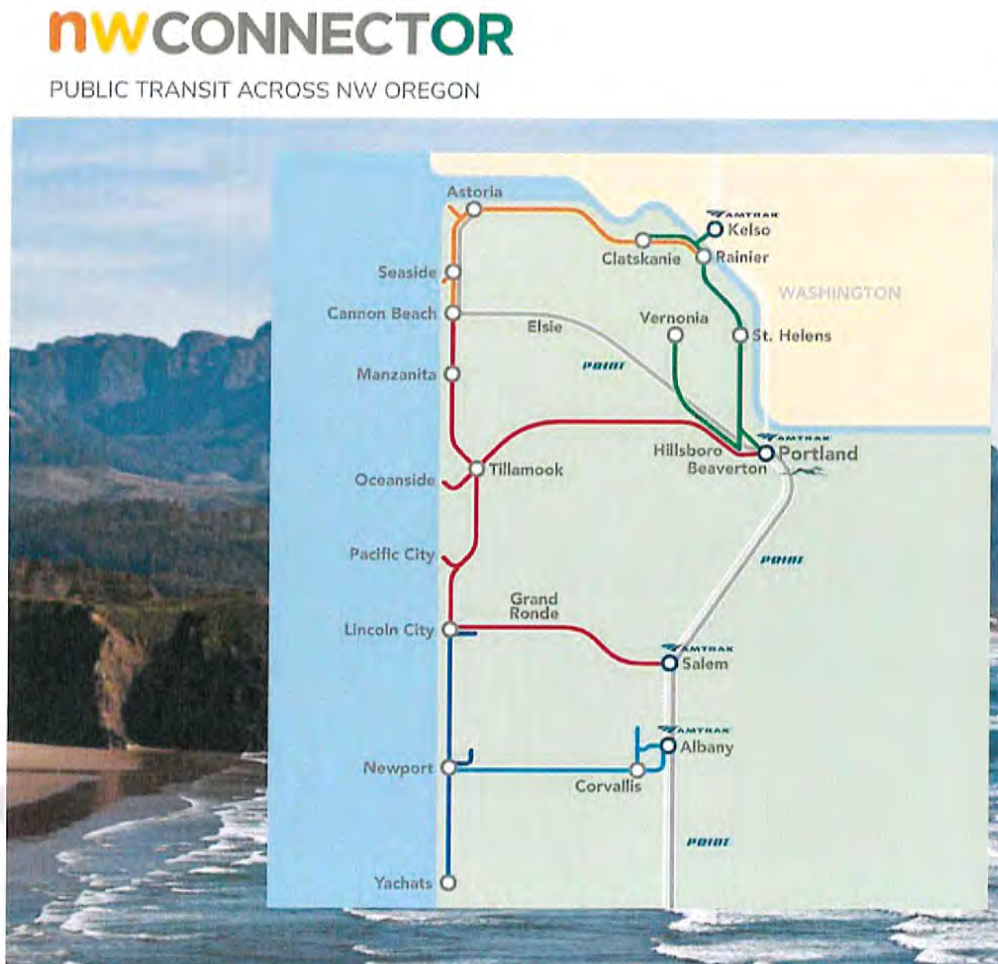
Transit Partnerships:

- NW Connector: The focus of SETD's transit partnerships is regional mobility. A member of the Northwest Oregon Transit Alliance, SETD is one of five counties that do a joint marketing (signage, strategies) and ticket sales to bring people to the coast from the valley. Transit agencies usually do not necessarily coordinate their schedules with neighbors, and tell our story at national conferences, but NWOTA is a model for how to do such coordination.

Figure II-34. NW Connector Transit Agencies



Figure II-35. NW Connector Route Map



Source: NW Connector, 2019. Note: SETD partners with four other transit districts to provide regional bus service.

Rail Service

Rail service is not available in Clatsop County.-The line from Tongue Point east was determined to be too costly to repair in recent years. The City of Astoria owns the line west of Tongue Point to the Port of Astoria. There is no freight or passenger service to Astoria. The 2003 passenger service was a specialty train for the Lewis & Clark Bicentennial only (R. Johnson, 2020, personal communication).

8. Sunset Empire Transportation District

See Transit: Sunset Empire Transportation District (SETD) page 91 for a description of SETD operations.

Hazard Vulnerability Analysis

Risk assessment meetings with Sunset Empire Transportation District (SETD) staff on May 16th and June 20th, 2019 resulted in the following hazard vulnerability rankings for the jurisdiction.

Table II-98. Sunset Empire Transit District Hazard Vulnerability Analysis

Jurisdiction	Coastal Erosion	Drought	Earthquake	Flood	Landslide	Tsunami	Volcanic Ashfall	Wildfire	Wind/Winter Storm
Sunset Empire Transit District	-	L	H	H	M	H	L	L	H

Source: SETD, 2019.

The primary hazards affecting Sunset Empire Transportation District (SETD or District) are wind/winter storm, tsunami, earthquake, and flood. SETD will operate if the roads are open and fuel is available. If some roads are closed, routes are adapted as necessary. The District now has a generator so it can operate if the power is out. The primary hazard the District seeks to mitigate for is tsunami—SETD seeks to relocate its bus barn and operations to outside of the tsunami zone. SETD is a team-player when it comes to disaster planning, response, and mitigation (Lewicki, May 2019).

Earthquake

The greatest existential hazard risks posed to the District are from earthquake and tsunami scenarios. Both sites that SETD operates out of are located on soils that can liquefy in an earthquake and neither has a hazard-free evacuation route to high ground. In fact, evacuation routes are nearly non-existent for a Cascadia subduction earthquake event.

Flood

Flood risk is slowly increasing for SETD at both the Warrenton Bus Barn and Astoria Transit Center locations.

Tsunami

Tsunami hazard was ranked for a Cascadia earthquake event scenario. Both SETD sites are located on liquefiable soils. Following a CSZ earthquake prior to tsunami inundation, the facility (remnants) can be expected to be below sea level.

Volcanic Event

An event similar to the eruption of Mount St. Helens that delivered less than a half inch of ash to the area is the scenario ranked.

Windstorm/ Winter Storm

Windstorm and winter storm risk was ranked based on the 2007 storm event that resulted in downed power and communication lines that led to closed roads, loss of power, and loss of telecommunications across the County for nearly two weeks.

High wind and winter storm events affect SETD when roads are impassable due to downed power lines, ice, or snow. This hazard is high risk for the entire county and the SETD Director was a leader in responding to the 2007 winter storm event. As manager of the local Costco store, he ensured that fuel was made available and coordinated with authorities that perishable supplies were dispersed and made useful in a timely way, and that store facilities were available to the community in a variety of ways.

Risk Assessment Summary

The following summaries of populations, facilities, and assets constitute those that are likely at risk from the hazards described.

Operations

Astoria Transit Center at 900 Marine Drive is open 8am-6pm and is home to SETD administrative offices, a parking lot with park-and-ride spaces, and SETD's primary transfer location in which includes a ticket window and indoor waiting area. This is also a connection point for Pacific Transit System, NW Connector routes (to four other Oregon counties), and NW Point ODOT service that connects to Portland.

Warrenton Operations Center 465 NE Skipanon Road is open 5am-10pm and is home to SETD Bus Yard, the Human Resources office, and this is the location where most employees report to work. Fixed routes depart from this location and para transit service is based here.

Seaside Transit Office SETD recently upgraded their customer service facility in Seaside by relocating their kiosk in the Seaside Factory Outlet Center to a new location that provides ticket sales and customer information to support growth in the area and strong ridership on Route 101 (SETD, 2016.) This leased facility at 39 N. Holladay Street hosts one employee and is open 9am-6pm, 7 days a week (Lewicki, P., 2019).

Bus Stops and Shelters: SETD is a flag stop system, people can flag the bus to stop where it is safe along the route. Daily boarding at most shelters ranges from 10-25 riders, while enhanced shelters are constructed in locations with more than 25 daily boardings. SETD's Long Range Comprehensive Transit Plan (Sept. 2016) has guidance for when construction or improvements are made to the system. For hazards, shelters are currently the lowest level of concern for the transit agency. However, they could be used to disseminate tsunami information and evacuation maps.

Staff

SETD is organized into six divisions, all of which are overseen by an Executive Director and the Board of Commissioners. SETD employs 41 people, 38 total FTE. The Operations Division is the largest division,

with 32 employees—23 of whom are bus operators. As of July 2015, SETD has been hiring additional administrative and operations staff. SETD has undertaken a wage study to determine if pay levels meet cost of living and skills required metrics, and recently began providing most operators with official lunch breaks. SETD is overseen by a 7-member Board who represent of all parts of the County as all registered voters in Clatsop County can qualify to serve. The Board sets policies for the Transportation District, selects and evaluates the Executive Director, and ensures District operations are managed in compliance with District policies (NW Oregon Transit, 2019).

Transit Customers

Sunset Empire Transportation District (SETD) serves all of Clatsop County and aims to reach all potential riders via specific accessibility programs. The population of Clatsop County is 35% rural, and like all rural places, transit service often carries a large share of persons who are “transit-dependent”, or have no personal transportation options. Transit provides this population with a crucial lifeline to jobs, services, family and friends, and medical providers. Transit-dependent people are often older adults (65+), youth under 17, people with low incomes, people with disabilities, people with limited English proficiency, and households without a vehicle. The SETD Long Range Comprehensive Transit Plan, Sept. 2016, has great maps and explanation for how SETD works to best-serve the Clatsop Community with transit options.

SETD has a Title VI program that reflects their commitment to non-discrimination which includes a public engagement plan, a language assistance plan, training guidelines, and amenity standards. The program objectives acknowledge the challenges to public participation and utilization of public services by community members with barriers to their capacity (language, financial, physical, etc.) and the program guidance identifies strategic actions to address these challenges (NW Oregon Transit, 2019).

Plans & Policies

Table II-99. Sunset Empire Transportation District Plans and Policies

Plan/ Policy Name	Date	Owner/Author	Description/How Plan Relates to Hazard Mitigation
Long Range Comprehensive Transit Plan Vol. I & II	Sept. 2016	Sunset Empire Transportation District	Frames the position of the organization and the path to growth and change.
Coordinated Human Services Public Transportation Plan (Coordinated Plan)	Jan. 2015	SETD/ODOT	Identifies improvements to transportation services for individuals with disabilities, individuals who are senior, and individuals with lower incomes by providing strategies to guide financial investments.
Sunset Empire Strategic Prioritization Plan	Updated 2015	SETD	This plan identifies key organizational priorities and indicates that a feasibility study for relocating the Warrenton Bus Barn out of the tsunami zone is priority level two.
Sunset Empire Comprehensive Transportation Plan	2001	SETD	Outlines key components of SETD's transportation system and guides how improvements intersect with policies and infrastructure.
Clatsop County Transportation System Plan	2015	Clatsop County	Outlines key components of the County's transportation system and guides how improvements intersect with policies and infrastructure.
City of Astoria Transportation System Plan	2013	Astoria	Outlines key components of the County's transportation system and guides how improvements intersect with policies and infrastructure.
Transportation Planning Rule (OAR 660-012)	1991 with updates	Oregon Land Conservation & Development	Guides the development of transportation plans; Rule overseen by LCD Commission and implemented by the Department.

Mitigation Actions

Table II-100. Sunset Empire Transportation District Mitigation Actions

#	Hazard	Sunset Empire Transportation District 2021-2026 Mitigation Actions	Priority	Timeline	Status & Explanation	Partners/ Funding Sources
SETD #1	Tsunami	Relocate the SETD Buses and Operations Facility in Warrenton to a site outside of the tsunami zone.	H - Highest priority	2-5 yrs.	New action/plan holder for the 2021 Plan Update.	SETD/ Clatsop NHMP Steering Committee
SETD #2	Tsunami	Identify locations out of the tsunami zone to move buses to on short notice.	H	1-2 yrs.	New action/plan holder for the 2021 Plan Update.	SETD/ Clatsop NHMP Steering Committee
SETD #3	Tsunami	Review the evacuation recommendations for the Warrenton site from the Nanoos Tsunami Evacuation Zones App; provide employee evacuation guidance as suitable. http://nvs.nanoos.org/TsunamiEvac	H	1-2 yrs.	New action/plan holder for the 2021 Plan Update.	SETD/ Clatsop NHMP Steering Committee
SETD #4	Multi-Hazard	Ensure SETD communications are sufficient to receive evacuation notices and instructions for use in a disaster event.	H	1-2 yrs.	New action/plan holder for the 2021 Plan Update.	SETD/ Clatsop NHMP Steering Committee
SETD #5	Multi-Hazard	Hardening/resilience of Astoria site: Identify ways to ensure resilience of the Astoria Bus Depot for use during evacuation events.	M - Important	5-10 yrs.	New action/plan holder for the 2021 Plan Update.	SETD/ Clatsop NHMP Steering Committee
SETD #6	Multi-Hazard	Develop caches of emergency supplies (food, water, shelter, operations) as part of employee resilience and preparedness.	M	2-5 yrs.	New action/plan holder for the 2021 Plan Update.	SETD/ Clatsop NHMP Steering Committee
SETD #7	Tsunami	Work with partners to improve the seismic and flood resilience of bridges in Warrenton and across Young's Bay. Develop emergency plans to address the separation of administration from operations in a CSZ event.	n/a - no authority	1-2 yrs.	New action/plan holder for the 2021 Plan Update.	ODOT, County, Cities/ Clatsop NHMP Steering Committee

SETD Capabilities

In context of hazards, Sunset Empire Transportation District (SETD) operations would serve the community differently in a disaster.

Operations: In a major disaster, SETD would stop running the transit routes, and instead would allocate our buses, facilities, and staff to move people out of harm's way or to where they needed to go based on direction of the Emergency Operations Center or other authority. As with winter storms and landslides, SETD continues to operate the rest of its system if one part is down—alternate routes are implemented to avoid hazard areas.

Staff: Like all businesses, there is a question of how to ensure that staff are available during or after a disaster. Developing employee loyalty is based on an employee being able to meet their family obligations and how much employer loyalty they feel is extended to them. Incentivizing staff to report to work after a severe disaster event is a potential mitigation action.

Assets: As stated previously, SETD facilities, buses, and equipment would be completely out of service at both current locations in a Cascadia Subduction Zone earthquake event. This is a contributing factor to moving the bus barn out of a tsunami and liquefaction zone, as it is imperative to have a facility to report to before worrying about if staff will report.

Regular Maintenance of Infrastructure

Repair capabilities for the District are focused on the bus fleet. The Warrenton location is where bus repairs and maintenance occur. SETD's regular maintenance of their bus fleet allows for its use for evacuations at any time.

Ongoing: SETD Programs

- SETD has an established Memorandum of Understanding (MOU) with Clatsop County Emergency Management indicating that buses and bus drivers with CDLs will be available for emergency response as needed.
- SETD has Evacuation Agreements established with two local senior centers (Clatsop Care Health District and Astor Health) that are activated based on the need to evacuate and the District's ability to assist.
- The Clatsop County Sheriff's office has two projects with SETD. In partnership with Clatsop Community Action and the State Department of Human Services (DHS), blocks of tickets or passes are purchased to provide to customers in need. The County coordinated with SETD on a new bus pullout and shelter on 19th Street by Sheriff's office. The project aims to provide service to people on probation who predominantly use buses for transport.
- Specific populations may also receive support via bus passes and other services or projects.
- Multi-seasonal routes for tourists are expanding across the service territory:
 - Cruise ships necessitate six additional buses for Route 11 (downtown Astoria and Port docks) for tourists and Route 12 (to Warrenton) for ship staff.
 - Adding service to Hammond/Fort Stevens to help serve campgrounds.
 - Seasonal routes in Seaside and Cannon Beach for tourists, including a Seaside Streetcar in future years.
- Regional transit partnerships could be activated to support evacuation needs.

Natural Hazard Risk Report for Clatsop County

The selected countywide results and conclusions of the DOGAMI *Natural Hazard Risk Report for Clatsop County, Oregon, Including the Cities of Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton and the Unincorporated Communities of Arch Cape, Svensen-Knappa, and Westport* (Open-File Report O-20-16). <https://www.oregongeology.org/pubs/ofr/p-O-20-16.htm> are below.

Figure II-91. DOGAMI Risk Report Countywide Results

Selected Countywide Results	
Total buildings: 25,829	
Total estimated building value: \$5 billion	
Cascadia Subduction Zone Magnitude 9.0 Earthquake^a Red-tagged buildings ^b : 5,045 Yellow-tagged buildings ^c : 1,314 Loss estimate: \$1.2 billion	Cascadia Subduction Zone Tsunami Inundation Number of buildings exposed: 8,810 Exposed building value: \$1.7 billion
100-year Flood Scenario Number of buildings damaged: 2,529 Loss estimate: \$41 million	Landslide Exposure (High and Very High Susceptibility) Number of buildings exposed: 7,335 Exposed building value: \$1.2 billion
Coastal Erosion Exposure (Moderate Hazard) Number of buildings exposed: 349 Exposed building value: \$135 million	Wildfire Exposure (High Hazard) Number of buildings exposed: 2,467 Exposed building value: \$340 million
^a Results reflect damages caused by earthquake to buildings outside of the tsunami zone. Earthquake and tsunami results combined estimate the total damages from a CSZ M9.0 event. ^b Red-tagged buildings are considered to be uninhabitable due to complete damage. ^c Yellow-tagged buildings are considered to be of limited habitability due to extensive damage.	

Source: Williams, M. C., Anthony L. H., & O'Brien, F. E., 2020, p.2.

Conclusions

- Extensive overall damage and losses are expected from a Cascadia M9 earthquake and tsunami.
- Retrofitting buildings to modern seismic building codes can reduce damages and losses from earthquake
- Flooding is a threat for some of the communities in Clatsop County
- Elevating structures in the flood zone can reduce vulnerability
- New landslide mapping would increase the accuracy of future risk assessments
- Exposure analysis shows that most communities along the open coast are at risk to coastal erosion hazard
- Wildfire hazard is high for areas near Warrenton, Youngs Bay, and along the Columbia River.
- Most of the study area's critical facilities are at high risk to a CSZ earthquake and tsunami
- The two biggest causes of displacement to population are a CSZ event (earthquake and tsunami) and landslide.
- The results allow communities the ability to compare across hazards and prioritize their needs.

Future Climate Projections – Clatsop County

This report presents future climate projections for Clatsop County relevant to specific natural hazards for the 2020s (2010–2039 average) and 2050s (2040–2069 average) compared to the 1971–2000 average historical baseline. The projections were analyzed for a lower greenhouse gas emissions scenario as well as a higher greenhouse gas emissions scenario, using multiple global climate models.

This summary lists only the projections for the 2050s under the higher emissions scenario. Projections for both time periods and both emissions scenarios can be found within relevant sections of the main report.

Heat Waves

Extreme heat events are expected to increase in frequency, duration, and intensity due to continued warming temperatures. In Clatsop County, the frequency of hot days with temperatures at or above 90°F is projected to increase on average by 3 days (with a range of 0 to 7 days) by the 2050s under the higher emissions scenario compared to the historical baseline. In Clatsop County, the temperature of the hottest day of the year is projected to increase by about 6°F (with a range of about 1 to 9°F) by the 2050s under the higher emissions scenario compared to the historical baseline.

Cold Waves

Cold extremes are still expected to occur from time to time, but with less frequency and intensity as the climate warms. In Clatsop County, the frequency of days at or below freezing is projected to decline by about one day on average by the 2050s under the higher emissions scenario compared to the historical baseline. In Clatsop County, the temperature of the coldest night of the year is projected to increase by about 6°F (with a range of about 0 to 10°F) by the 2050s under the higher emissions scenario compared to the historical baseline.

Heavy Rains

The intensity of extreme precipitation events is expected to increase slightly in the future as the atmosphere warms and is able to hold more water vapor. In Clatsop County, the magnitude of precipitation on the wettest day and wettest consecutive five days per year is projected to increase on average by about 16% (with a range of 2% to 32%) and 11% (with a range of ---2% to 24%), respectively, by the 2050s under the higher emissions scenario compared to the historical baseline. In Clatsop County, the frequency of days with at least ¾" of precipitation and the frequency of days exceeding a threshold for landslide risk is not projected to change substantially.

River Flooding

Coastal rain---dominated watersheds, such as the Nehalem River, may experience an increase in winter flood risk due to projected greater winter precipitation and warmer winter temperatures causing precipitation to fall more as rain and less as snow, in addition to increases in the frequency and intensity of flood---producing atmospheric river events.

Drought

Drought conditions, as represented by low summer soil moisture, low spring snowpack, low summer runoff, low summer precipitation, and high summer evaporation are projected to become more frequent in Clatsop County by the 2050s.

Wildfire

Wildfire risk, as expressed through the frequency of very high fire danger days, is projected to increase under future climate change. In Clatsop County, the frequency of very high fire danger days per year is projected to increase on average by about 27% (with a range of ---9 to +76%) by the 2050s under the higher emissions scenario compared to the historical baseline.

Air Quality

Under future climate change, the risk of wildfire smoke exposure is projected to increase in Clatsop County. The number days with high concentrations of wildfire---specific particulate matter is projected to increase by 32% while the intensity of particulate matter concentrations is projected to increase by 63% by 2046–2051 under a medium emissions scenario compared with 2004–2009.

Coastal Erosion & Flooding

The risk of coastal erosion and flooding hazards on the Oregon coast is expected to increase with climate change due to sea level rise and changing wave dynamics. In Clatsop County, local sea level is projected to rise by 0.8 to 4.8 feet by 2100. At these levels, the multi-year likelihood of a flood event reaching four feet above mean high tide is virtually certain to occur by 2100.

Ocean Temperature & Chemistry

Ocean warming, ocean acidification, and decreasing dissolved oxygen levels are leading to alterations in marine ecosystems affecting coastal communities.

Windstorms

Limited research suggests very little, if any, change in the frequency and intensity of windstorms in the Pacific Northwest as a result of climate change.

Increased Invasive Species & Pests

Warming temperatures, altered precipitation patterns, and increasing atmospheric carbon dioxide levels increase the risk for invasive species establishment, insect and plant pests and disease for forests and cropping systems. Warming ocean waters have altered marine species composition with greater prevalence of warm-water species expected during marine heat waves.

Hazard Vulnerability Analysis

The sixteen jurisdictions who participated in this planning process all convened staff together with the DLCDC project manager to conduct the OEM Hazard Vulnerability Analysis (HVA) process. While this exercise provides a subjective analysis of relative risk, it puts the hazards in perspective for the participating individuals and subject matter experts, and allows the jurisdictions to draw a more clear line around the intersection of their risk and their responsibilities.

Table II-136. Hazard Vulnerability Analysis Rankings: 16 Jurisdictions

Jurisdiction	Coastal Erosion	Drought	Earthquake	Flood	Landslide	Tsunami	Volcanic Event*	Wildfire	Wind/Winter Storm
Unincorporated Clatsop County (rural)	M	H	H	H	L	H	L	L	H
Astoria	H	M	H	H	H	M	M/L	H	H
Cannon Beach	M	M	H	L	M	H	L/L	M	H
Gearhart	L	L	H	-	L	H	L	H	H
Seaside	-	-	H	H	M	H	L	M	H
Warrenton	L	M	M	H	-	H	M	L	H
Port of Astoria	-	-	H	H	M	H	M	L	H
Sunset Empire Transit District	-	L	H	H	M	H	L	L	H
Clatsop Community College	-	L	M	H	M	M	M	L	H
Seaside School District	-	L	H	M	M	H	L	M	H
Cannon Beach RFPD	L	-	M	L	H	H	M	H	H
Knappa Fire District	-	L	H	M	M	L	L	M	H
Lewis & Clark Fire District	-	-	H	H	M	H	L	M	H
Arch Cape Water District	-	H	M	L	H	M	-	M	H
Arch Cape Sanitary District	-	H	M	L	H	M	-	M	H
Falcon Cove Beach Water	H	H	H	M	M	H	L	H	H

Source: Clatsop County Multi-Jurisdictional NHMP Update Steering Committee, April-Oct., 2019. *The volcanic event considered most likely is ashfall, but two communities also ranked volcanic debris flow as a hazard which is the second ranking.

The United Nations Office for Disaster Risk Reduction (UNDRR) describes vulnerability as the conditions determined by physical, social, economic, and environmental factors or processes which increase the susceptibility of an individual, a community, assets or systems to the impacts of hazards. The positive factors which increase the ability of people to cope with hazards are “capacity” and “coping capacity” (UNDRR, 2020).

Physical Vulnerability may be determined by aspects such as population density of a community or the site, design and materials used for critical infrastructure and for housing. Example: Wooden homes are less likely to collapse in an earthquake, but are more vulnerable to fire (ATSDR, 2016).

Social Vulnerability refers to the inability of people, organizations and societies to withstand adverse impacts to hazards due to characteristics inherent in social interactions, institutions and systems of cultural values. It is linked to the level of well-being of individuals, communities and society. It includes aspects related to levels of literacy and education, safety and security, access to basic human rights, systems of good governance, and social equity. Example: When flooding occurs some citizens, such as children, elderly and differently-able, may be unable to protect themselves or evacuate if necessary (ATSDR, 2016).

Economic Vulnerability. The level of vulnerability is highly dependent upon the economic status of individuals, communities and nations. The poor are usually more vulnerable to disasters because they lack the resources to protect themselves from being negatively impacted. Example: The high cost of housing has resulted in a homeless crisis; being unable to escape the impacts of extreme weather makes it nearly impossible for someone to be healthy or functional in society (ATSDR, 2016).

Environmental Vulnerability. Natural resource depletion and resource degradation are key aspects of environmental vulnerability (ATSDR, 2016). Example: Forests support the retention of moisture, lands that have been harvested may have a lower capacity to retain water and are thus less drought-resilient (ODPM 2020).

Risk Assessment Summary

Clatsop County is at considerable risk from two existential threats—a Cascadia Subduction Zone earthquake and tsunami and future climate projections (climate change). County jurisdictions have received extensive data, had dialogue, and made significant progress on addressing the risk these threats pose, but without external funding and political leadership, this information is not readily transformed into policies and mitigation actions.

Isolation in natural disaster events is a common concern across Clatsop County jurisdictions. Isolation is a risk associated with seven of nine hazards affecting the County, but it is primarily associated with wind/winter storms, tsunami, earthquake, and flood events. Isolation which can be defined as a combination of the absence or loss of some or all of the following: communication, residential power, infrastructure power (water supply, traffic lights, etc.), regional supply routes for food and medicine, travel by vehicle beyond a limited range, and local climatic conditions that pose a life safety risk to vulnerable populations. Community lifelines address isolation. Lifelines are the way resources, information, and people reach a community from the outside or interact with the community on the inside. Besides loss of life and life-threatening structure damage, damage to community lifelines is the single biggest risk to the County jurisdictions because community lifelines are at the core of both survival and a high-quality life.

In addition to the burden of charting new territory for risk reduction with limited funding, each summer the major population hubs of Clatsop County swell in size nearly 10-fold from the influx of tourists. Services and infrastructure are put to the test without the requisite funding to meet the needs posed by these visitors. Property owners who hail from large cities like Portland and Seattle weigh in on local political decisions in complex ways that are very difficult to control or plan around. As a result of this complex and politicized context, the simplest and lowest-risk path forward is a step-by-step approach that works outward from current jurisdiction operations and capital projects. Building consensus and partnerships for bigger projects will take time and capacity. The sixteen jurisdictions participating in this planning effort are committed to this work but understand it is a long term project.

Mitigation Priorities

The Clatsop County MJNHMP Steering Committee has identified the following mitigation priorities:

Tsunami evacuation planning that has enough technical resources, route information, signage, outreach to local and visitor populations, support for vulnerable populations with limited physical and mental abilities, outreach materials for all language groups, funding, and coordination to effectively protect the lives of everyone in the County during a distant or local earthquake event. To accomplish the level of tsunami evacuation planning envisioned by the group, a countywide plan could be warranted that outlines the gaps and needs in the current evacuation planning efforts. Additional technical analysis, designs may include:

- New evacuation routes
- New signage locations
- New signage types (and in additional languages and formats)
- Tsunami evacuation bridges, trails, lanes, and other retrofits of current infrastructure
- Tsunami evacuation towers where the evacuation times are insufficient for the transit time of the target population.
- Evacuation training modules and materials for various sectors (hospitality, etc.)
- Evacuation exercise modules and materials for various sectors (emergency mgmt., etc.)
- Reduce or eliminate damage to critical facilities, services, and equipment from a seismic event.

**Sunset Empire Transportation District
900 Marine Drive
Astoria, OR 97103**

BOARD RESOLUTION

**IN THE MATTER OF THE ADOPTION
OF THE CLATSOP COUNTY
MULTI-JURISDICTIONAL NATURAL
HAZARDS MITIGATION PLAN**

**RESOLUTION AND ORDER NO.
2021-02**

WHEREAS, Clatsop County invited 10 special districts to participate in the 2021 update thus increasing the total jurisdictional plan holders from six to sixteen including Sunset Empire Transportation District; and

WHEREAS, the adoption of a Clatsop County Natural Hazards Mitigation Plan is required to seek assistance through FEMA for Pre-Disaster Mitigation, Hazard Mitigation and Flood Mitigation funds; and

WHEREAS, the use of the Natural Hazards Mitigation Plan will assist the County, Cities, and participating Special Districts to better plan for and mitigate natural hazards in a more effective manner, so as to better protect and serve our citizens in times of crisis; and

WHEREAS, the adoption of the Natural Hazards Mitigation Plan provides a collaborative and community-wide view of the specific hazards and recommended mitigation strategies; now, therefore, it is

RESOLVED AND ORDERED that Sunset Empire Transportation District does hereby adopt the submitted Clatsop County Natural Hazards Mitigation Plan, which is available for viewing on the County website or in office of the Emergency Management Division.

APPROVED AND ADOPTED by the Board of Commissioners on June 24th, 2021.

By: _____, Chair of the Board

ATTEST:

By: _____, Secretary of the Board
Clatsop County Multi-Jurisdictional Natural Hazards Mitigation Plan

MOTION OF ADOPTION

Name	Aye	No	Absent
Chair Tamara Taylor			
Commissioner Tracy MacDonald			
Commissioner Pamela Alegria			
Commissioner Boothe-Schmidt			
Commissioner Charles Withers			
Commissioner Diana Nino			
Commissioner Rebecca Reed			

Executive Director Report
 May 2021 Board Meeting
 Jeff Hazen

-Ridership

We were up 5% in ridership for April. YTD, we are down 33% in ridership.

	May		
	TY	LY	
10	1,921	1,934	-1%
11	0	0	#DIV/0!
12	0	0	#DIV/0!
13	251	218	15%
15	1,049	1,036	1%
16	346	301	15%
17	0	0	#DIV/0!
20	1,605	1,016	58%
21	263	147	79%
101A	2,321	2,398	-3%
101B	2,342	2,854	-18%
101 Total	4,663	5,252	-11%
LCC	536	446	20%
PC	1,072	913	17%
SC	142	0	#DIV/0!
Total	11,848	11,263	5%
YTD	131,187	194,504	-33%

-Grants

The Rural Veterans Healthcare Transportation grant expiration date has been extended from June 30, 2021 to December 31, 2021 due to Covid-19 impacts on the program.

-E-Fare

We anticipate the roll out of Token Transit to occur on June 28th. We will have a “soft” rollout of this so we can make sure that everyone in the district is comfortable enough to be able to assist riders (including the Board!).

-Seaside Transit Office

Paul and I toured the former Broadway Middle School to look at the layout of the school to see if there would be an opportunity to relocate our transit office when the current lease agreement expires at the end of December. I’m not sure that the space that is available will be conducive to our operation. The ESD is likely to lease space that includes the one office that I thought may be

able to be used by us. Our current lease in Seaside includes one renewal for a five-year extension of the lease. I'm not comfortable with the length of that extension and will be reaching out to the property owner to renegotiate it.

-City of Cannon Beach Transportation System Plan (TSP)

Due to the situation with my father, I was unable to attend the TSP advisory committee meeting earlier this month, but Paul attended on my behalf. We will continue to be engaged with this to ensure that public transportation is well represented in their plan.

-American Rescue Act

I'll be meeting with the County Manager on June 21st to discuss the funds that the County will be receiving and how they will be distributing them.

-Promotion

We have announced that Jennifer Geisler has been named Deputy Operating Officer. The announcement is at the end of my report.

2019-2021 SETD Priorities

Priority One

- Benchmark Services
 - o Ridership Increases & Decreases YTD (33%)
 - o On-time Performance in May, we were 55.5% on time. TCTD was 64.3% and Lincoln County was 63%.
 - o Fleet reliability
 - o Employee Retention 24.1% turnover YTD.
- Develop a SETD specific emergency plan. Currently working on.
 - o SETD operational specific emergency operation plan
 - o Medical emergencies
 - o Accidents
 - o Behavioral emergencies at facilities and on buses
 - o Emergency contact and reporting requirements
 - o Strategic county wide transportation plan that integrates into Clatsop County Emergency Plan.
- Develop a Succession Plan for Key Management Positions Kelly and two non-supervisory employees are wrapping up their classes put on by HR Answers for new supervisors. Jennifer will be attending the Emerging Leaders Academy put on by CTAA. This is a 9 month program that begins in September. She'll receive mentorship throughout the program, she'll design a Capstone Project to meet the needs of the District or community, she'll meet transit leaders from across the country, she'll learn best

practices from different agencies, she'll learn what her personal strengths are and improve her weaknesses, and she'll be a part of a monthly leadership study group to further develop her leadership skills. One thing that they have added for this class is a field trip. Jennifer will travel to Washington, DC and walk the halls of Capitol Hill with CTAA Board members and staff as well as visit with the leadership at the FTA to discussing transit policy, funding, regulations and more. This is an exciting opportunity for Jennifer that will set her up for future rolls in the District!

- Develop Route Standards
 - o Summer Schedule [Implementation July 1st](#)
 - o September Through May Schedule

- Develop Demand Management Standards
 - o Paratransit
 - o Dial a Ride
 - o First Mile Last Mile

- Increasing services
 - o Fixed routes [Astoria weekend service started in October of 2019. Additional service improvements began on February 3rd. Seaside Weekend Route to start in February, 2022](#)

- Improving System
 - o Improved lighting at bus shelters [New Shelters have arrived. First one will replace the old shelter at the Short Stop store in Astoria when ODOT installs the new sidewalks. We are still working with the County on the Sunset Beach stop.](#)
 - o Route on-time performances .
 - o Amenities

Priority One (continued)

- Technologies
 - o E-fare RFQ delayed until after the holidays [In the process of on-boarding with Token Transit. Soft rollout date of June 28th](#)
 - o Electronic charging stations on buses
 - o On-board wi-fi

- Improve Appearance
 - o Buses [Buses are now wiped down every four hours.](#)
 - o Shelters
 - o Facilities

Priority Two

- Develop feasibility of moving Warrenton Operations facility Submitted a Needs Based Cares Grant for this project but it wasn't funded. Will seek a \$5339 grant when it becomes available, and use carry over STIF funds for match.
 - o Out of the inundation zone
 - o Upgrade to include an automatic bus washing system
- Begin to convert the fleet to electric and away from fossil fuels Unsuccessful for the LowNo grant solicitation. Waiting for firm plans and funding of the operations facility before we go after the grant again.
- Strategically Locate Park and Rides Kathy has been doing some work on this in TO. Have started vaccinations shuttles from the transit center and the Seaside cinema.
- Improve District Signage

Priority Three

- Identify new funding opportunities
 - o Seek public/private partnerships
 - o Continue to explore new Federal/State/Local grant opportunities CARES Act has provided us \$500,000 in formula funds. The needs-based program has approved us for \$861,000. Veteran's grant has been approved at a higher amount than requested and is being extended. We received another needs-based grant for the purchase of a driver supervisor vehicle. We asked for two but were only funded for one. This grant also included funds for the continued purchase of COVID-19 disinfecting supplies. We will be receiving over \$500,000 in additional CARES act funding and there will be more relief funding provided through the American Rescue Plan. We will be receiving a \$5304 \$60,000 grant to develop a marketing plan. We will be receiving a STIF discretionary grant to fund the Lower Columbia Connector and purchase one new bus for it.
 - o Rebuild Ride Pal Program and Volunteer Program



SUNSET EMPIRE TRANSPORTATION DISTRICT

900 Marine Drive – Astoria, OR 97103
Phone (503) 861-7433 -- Fax (503) 861-5375
www.ridethebus.org

June 18, 2021

TO: Staff

FROM: Jeff Hazen, Executive Director

RE: Promotion of Jennifer Geisler to Deputy Operations Officer (DOO)

It gives me great pleasure to announce the promotion of ParaTransit Supervisor Jennifer Geisler to her new position as Deputy Operations Officer effective July 1, 2021.

Since February 2, 2015, Jennifer steadily worked her way through the ranks beginning her SETD career as a bus driver, promoting to Operations Assistant, and again to her current position as ParaTransit Supervisor. In the past 6 years Jennifer has increased her job duties and knowledge of new transit software systems. In November 2021 Jennifer assumed additional duties supervising the Transit Center staff, adding two additional employees to her team.

Jennifer continues to demonstrate a high level of leadership and motivation, building working relationships with other agencies and leads her team effectively and consistently. Taking into consideration these attributes and her dedication to SETD that as part of my succession plan Jennifer was chosen to attend the Emerging Leaders Academy put on by CTAA. This 9-month program will further hone Jennifer's skills as a leader. Jennifer will receive mentorship throughout the program, design a Capstone Project to meet the needs of the district or community, meet transit leaders from across the country, learn best practices from different agencies, learn what her personal strengths are and improve her weaknesses, and she'll be a part of a monthly leadership study group to further develop her leadership skills. Jennifer will travel to Washington, DC and walk the halls of Capitol Hill with CTAA Board members and staff as well as visit with the leadership at the FTA to discuss transit policy, funding, regulations and more.

Please join me in congratulating Jennifer on her new position as Deputy Operations Officer and wishing her all the best in her new role!

June 2021 Operations
Paul Lewicki

We added two new drivers to our ranks this month. Victoria Davis, who came to us with her CDL and ready to go, and Tyler Johnson, who came to us with his permit. Under Lawrence's training, Tyler was able to pass his third-party test, and obtain his CDL. Both drivers are now providing safe, reliable, helpful, and friendly service to our riders!

We continue to support the county vaccination clinics as well as riders needing transportation to other vaccination sites by providing free rides for this purpose. It appears that scheduled vaccination clinics at the fairgrounds and old Seaside High School will end in June and pop up clinics will be established going forward for particular work sites, and other groups. We will continue to provide shuttles as needed to support pop up sites and offer curb-to-curb service to those without other transportation options.

ODOT will be doing some work on Hwy 202 at and near the Short Stop Market, and will be removing and reinstalling our shelter at that location. We are working with the ODOT project manager to ensure the new location of the shelter will meet our requirements.

Our new Arboc bus that has been in Portland for three months following an accident at the Seaside hospital is nearly repaired. The last part will arrive in Portland this week, and the bus will be painted next week, ready for pickup. Also, the two motor coaches were each out of service for a number of days during this period while various parts were ordered, and repairs were completed. Both buses should be back in service by June 18th. Work on the bus that had been at Astoria Ford for a number of weeks has been completed, and is back in service.

Last minute tweaks have been made to some of the proposed schedule changes and those changes have been posted for the public to look at. We have also produced driver paddles to support those changes and have been working with Trillium to update our GTFS and our website to reflect the changes.

An update on our new vehicles: Scott and I will be traveling to Riverside to visit Complete Coach Works and to perform inspections and test drives on the two remanufactured Gillig 35' buses. These buses are expected to be in Oregon by July 12th at which time they will receive their wraps and are expected to go into service on Route 101 by July 19th. Since this is beyond the date of the effective date of our new schedules, we will have to rely on some buses from our reserve fleet to fill the gap on the new schedules until the Gillis are received and accepted. The remaining new buses (8) are reported to have been further delayed by COVID related circumstances and are now expected in October this year.

We have begun the Seaside Streetcar and Route 17 services for the summer. As usual, these routes are enjoyed and well used by locals and our many visitors as well.

A drivers' meeting is scheduled for June 16th at Warrenton. In the past, Board members have been invited to these meetings, and I hope that as restrictions and cautions imposed by COVID begin to subside, we can again invite Board members who would like to attend our drivers' meetings.

RIDE ASSIST
 June 2021 Report
 Jennifer Geisler

- In May, Ride Assist provided a total of 958 rides. ADA Paratransit had 548 riders, we provided 334 Medicaid rides for Northwest Rides, had 54 escorts. This is an average of 32 rides per day. There were zero ride denials for May.
- Dial a Ride did not have any ride requests.
- We delivered 80 produce boxes over the month. This is an average of 16 boxes per Thursday delivery to homes between Seaside, Warrenton, and Astoria.
- In May SETD RideAssist provided 24 rides for a COVID-19 vaccine clinic.
- ADA Paratransit Report for May:
 - Number of completed applications received: 10
 - Number of incomplete applications received: 1
 - Number of determinations made:
 - Within 21 days:3
 - More than 21 days:7
 - Determination by type:
 - Unconditional:3
 - Conditional:
 - Temporary:
 - Not eligible:
 - Number of appeals requested: 0 Number of appeals heard: 0

Ride Assist Fares Collected/Billed for May 2021

• Para-transit Fares	\$543	• Medicaid Billed	\$5755
• Dial-A-Ride	\$0	• Ticket books sold	\$336
• Tickets Collected	\$446	• VETP Billed	\$0
• Invoiced ADA rides	\$112		

- I worked with eight customers in the month of May who needed help with scheduling, route determination, accessibility, and digital trip planning. Three of the eight customers were in-person training, and the other five were virtual. 4 customers lived in South County, and the rest were out of Astoria and Warrenton. The three people I worked with in person needed only introductory assistance. I continue to check in on some of the people I help and have learned that the three I helped face to face in May are riding the bus more than once per week. One trainee asked if the District would make the trip planner on the website's main page easier to find. I will look into this potential.
- We provided 17 trips in the Month of May to Veterans needing transportation assistance. The Veterans Enhanced Transportation Program (VETP) is designed mainly to help transport Veterans with no other transit options to the DAV Van in Astoria for trips to Portland or local appointments approved by the VA. We work closely with the Veteran's Service Officer (VSO), who is based at Clatsop Community Actions, but this person suddenly left the position in the Month of May. I have been assured that a new VSO will be in place early in June, thus allowing us to continue making sure that we are helping in the best ways we can. We are actively looking for an additional Veteran Volunteer driver that can help us ramp our program up in the coming months. In Veteran medical transportation, it is vital that we try to recruit Veterans to be Volunteer drivers.
The ability for Veteran to Veteran communication helps make the situation better for the Veteran we are trying to help. When we transport a Veteran to a medical appointment, we also provide a brief time of potential mental health healing for the Veteran when paired with a Veteran driver. The Summer is an excellent time to bring a new person on board as it is a little slower and the weather plays into our favor for training. If you know a Veteran who would like to volunteer some of their time in their vehicle, please send them my way. (jason@ridethebus.org or 503-861-5361) The program will reimburse them for the miles they drive for the program.
- I'm excited to share with you a second video with our friend Toby. In this episode of "Exploring Transit: Community Spotlight," Toby sits down with us to share a small sample of what it's like to ride a public transportation system while being sight-impaired. We had a great time doing this video, and I couldn't be more thankful for his desire to help others through this process. Follow this link to the video: <https://youtu.be/MvBBvEVbAIM>

Toby has since been on two additional trips to Portland via both the Lower Columbia Connector and the Northwest Point bus. I have been there for him by phone every occasion, and I have learned even more by just helping him along the way. If you can, please like and share these videos as it helps to get the word out to other individuals who need basic travel training. There continue to be people who do not want to ride the bus or be involved in in-person travel training due to COVID-19. Vaccines are helping to give people more confidence, but there are still some who are nervous about attending one-on-one training. Thankfully, these videos are providing some transit education for them regularly.
- The weekly Friday show is continuing strong with valuable topics and engaging interviews with members of our community. With better weather on the way, more people will need some encouragement to ride Public Transportation, and this show helps people do that. Don't forget that you all are invited to watch the show called "Transportation in the Time of Corona." Friday mornings from 11-11:30 on Facebook Live. Please try alternate transit options in the month of June and give me a call if you need help on how to pair your option to also riding the bus.



As May has flown by, wait we are almost done with June? How did that happen? To say things are speeding up may be an understatement, but it is true. So much is happening with the “re-opening” process it is hard to keep up. While continuing to meet virtually plans for in person events are happening again. I look forward to getting out and talking to people in person at outdoor events this Summer. While the summer means more opportunity to get outdoors, I will be talking about the advantages of both in person and virtual work. The greenhouse gas emissions and money saved are no small factor in why we should continue to make all the options available for folks to participate in meetings and work. Get There Oregon is publishing articles and a survey geared to HR departments. Look for links to these on our Facebook page and in emails.

Transportation in the Time of Corona live Facebook talks have become a fixture in my week. As we continue the show it is important that we get help from those who appreciate the show and what we are doing. Please like our page, like the shows, and share! We have hosted transportation board members, City or County Officials and also local experts on topics that are educational and fun to share. The videos exist in a library of videos on Facebook, and I hope to expand that to YouTube to create more accessibility. Finally, we were able to broadcast live again, and we look forward to the interaction that allows. Help us grow our audience and reach, join us LIVE on Facebook on Fridays at 11AM, and share to your friends on Facebook. Make sure to check it out, like it and share it on your own page. Remember you can comment and or ask questions at any time, not just during the live show.

With Vaccinations being widely available I have begun working with Consejo Hispano and other community organizations on Vaccination Fairs in the Region. This will be a great opportunity to encourage more people to get vaccinated and reward them with prizes and information. I am looking forward to what collaborative efforts can lead to in the future as well. I hope to develop connections that will lead to greater usage of the Get There platform regionwide.

Social Media-Get There Oregon

- Outreach to prepare NWTO Region for the next Get There Oregon challenge
- Promote Bicycle safety and awareness -Billboards are up in Newport and Tillamook
- Live Facebook talks with Jason to educate about the importance of Transportation Options
- Plan series of shows to improve outreach and successful motivation from SOV for car free travel for vacation

Conference/Education

- Attended trainings by ODOT, SRTS Tourism groups network, learn and encourage implementation of TO
- Attended City and County meetings to stay informed and involved in planning to keeping TO at the table
- Webinars on how to help with long term positive travel behavior changes-transit-carpool-biking
- Leading Transportation Options Group for NCTMN- encourage stewardship of the Region and it’s resources

Safe Routes To School

- Bus rides for student field trips- Students ride free, outreach in Spanish about this
- Joined Oregon SRTS network and attending OR cohort meetings virtually
- Working with OPBAC to include Pedestrian and Biking safety in statewide planning
- Working with SEPRD to improve crosswalk safety on Broadway



Outreach, Marketing and Education
June 2021 Board Report
Mary Parker

OUTREACH

Prepared and distributed Seaside Streetcar schedules and announcements to hotels, restaurants, visitors center, chamber, city offices, convention center and posted in the Seaside bus shelters.

Assisted in prep and posted Lot Attendant Job Announcement on Facebook and web and placed posting in SETD bus shelters

Prepped Legal Ad Budget Meeting for Daily Astorian

Prepared Memorial Day Press Release and public announcement and distributed to public and posted in shelters.

Prepared Transportation Advisory Board press release and new member application packets and distributed to public.

Prepared and distributed the Proposed Summer Bus Route Announcement requesting public feedback on the proposed Summer Bus Routes. Posted on SETD web, Facebook and placed in SETD bus shelters.

MEETING PREPARATIONS

Completed May Board Minutes

Completed Budget Committee Meeting Minutes

Prepared Required Legal Ad for June Budget Hearing

Prepared June Board Meeting/Budget Meeting Announcements and distributed to public



**Human Resources
June 2021 Board Report
Sue Farmer, Human Resources Manager**

MEETINGS/TRAININGS ATTENDED:

- SDAO “Wage & Hour” Webinar
- HR Answers “Leaves/Corrective Action” Webinar
- Barron Liebman “Managing Mental Health in the Workplace” Webinar
- Fisher Phillips “Exempt Employees/Employee Classification” Webinar
- National Transit Institute “Demystifying Leadership: Webinar
- Bullard Law “Public Sector Symposium” webinar
- Continue to remain up to date on the local, state, and national COVID-19 information and how it is impacting the workplace.

ACTIONS:

- Prepared COLA increases of 2% effective July 1, 2021, for Unrepresented employees and CBA salary increases of 2% for represented employees.
- Prepared a memo regarding the mandatory wearing of SETD identification badges.
- In the process of revising the current Personnel Policies.
- Prepared the agenda and minutes for the Safety Committee meeting on Wednesday, May 26, 2021. Attended Safety Meeting.
- Prepared evaluation templates for Managers and Supervisors for Evaluations Due in May. Processed pay increases as required.
- Sent notices to drivers regarding upcoming renewals of CDL’s and Medical Certifications for May.
- Processed the monthly Union Report with a list of all employees eligible for Union membership.

NEW EMPLOYEE ORIENTATIONS:

- Provided a New Employee Orientation on 6/1/2021 for our new Mechanic/Maintenance Tech Nick Schaffer. Nick comes to SETD from Ag Bag. Nick is a very knowledgeable mechanic and has hit the floor running. He is a great addition to the Maintenance staff!

HIGHLIGHTS:

The process for revision of the personnel polices has begun 😊

WORKPLACE DEMOGRAPHICS:

Male	31
Female	16
Hispanic/Latino	1
White	44
Two or More Races	2

Updated: 5-20-2021