



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

BOARD MEETING AGENDA

THURSDAY MAY 26, 2022

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

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

1-877-853-5247

**AGENDA:**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CHANGES TO AGENDA
5. PUBLIC COMMENT (3-minute limit)
6. APPROVAL OF BOARD MEETING MINUTES
7. FINANCIAL REPORTS
8. REPORTS FROM CHAIR AND COMMISSIONERS
9. CONTINUED BUSINESS
10. NEW BUSINESS
  - a. ODOT TRANSPORTATION OPTIONS # 73000-00006083 APPROVAL
  - b. ODOT RURAL VETERANS HEALTHCARE TRANSPORTATION GRANT # 35349 APPROVAL
  - c. JENNIFER GEISLER'S EMERGING LEADER ACADEMY PROJECT PRESENTATION
11. CORRESPONDENCE
12. EXECUTIVE DIRECTOR REPORT
13. LEADERSHIP TEAM REPORTS
14. ADJOURNMENT

**\*Connection options and instructions to participate in the public meeting remotely\***

**ONLINE MEETING ZOOM**

At start of our Public Meetings, you will be able to join our online ZOOM meeting using your mobile or desktop device and watch the live video presentation and provide public testimony.

Step #1: Use this link: <https://us02web.zoom.us/j/84203959772>

Step #2: Install the Zoom software on your mobile device, or join in a web browser

Step #3: If prompted, enter the Meeting ID number: 84203959772

*Note: Your device will automatically be muted when you enter the online meeting. At the time of public testimony, when prompted you may choose to select the option within the ZOOM software to "raise your hand" and notify staff of your desire to testify. Your device will then be un-muted by the Host, and you will be called upon, based on the name you entered within the screen when you logged in.*

## TELECONFERENCE ZOOM

At start of our Public Meetings, you will be able to **dial-in using your telephone** to listen and provide public testimony.

Step #1: Call this number: 253-215-8782 or 877-853-5247

Step #2: When prompted, enter the Meeting ID number: 84203959772

*Note: Your phone will automatically be muted when you enter the conference call. At the time of public testimony, when prompted, you may dial \*9 to "raise your hand" and notify staff of your desire to testify. Your phone will then be un-muted by the Host and you will be called upon based on your phone number used to dial-in.*

SUNSET EMPIRE TRANSPORTATION DISTRICT  
COMMONLY USED ACRONYM LIST

MAY

2022

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ACT	ACTUAL
ACCTS	ACCOUNTS
ADA	AMERICANS WITH DISABILITIES ACT
ADS	ADVERTISEMENTS
AP	ACCOUNTS PAYABLE
APTA	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION
AR	ACCOUNTS RECEIVABLE
ARP	AMERICAN RESCUE PLAN
ASC	ASTORIA SENIOR CENTER
ATU	AMALGAMATED TRANSIT UNION
BG	BACKGROUND
BLDGING	BUILDING
BOC	BOARD OF COMMISSIONERS
BS	BALANCE SHEET
BUS REG FEE	BUS REGISTRATION FEE
CARES ACT	CORONAVIRUS, AID, RELIEF, AND ECONOMIC SECURITY ACT
CBA	COLLECTIVE BARGAINING AGREEMENT
CCC	CLATSOP COMMUNITY COLLEGE
CCCHD	CLATSOP CARE CENTER HEALTH DISTRICT
CCO	COORDINATED CARE ORGANIZATION
CK	CHECK
COMP	COMPUTER
CONF	CONFERENCE
CPCCO	COLUMBIA PACIFIC COORDINATED CARE ORGANIZATION
CRRSAA	CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT
CRS	CLATSOP REHABILITATION SERVICES
CSR	CUSTOMER SERVICE REPRESENTATIVE
CTAA	COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA
CTE	CENTER FOR TRANSPORTATION AND THE ENVIRONMENT
DAV	DISABLED AMERICAN VETERANS
DHS	DEPARTMENT OF HUMAN SERVICES
DIST	DISTRICT
DLSM	DRIVE LESS SAVE MORE
DMAP	DIVISION OF MEDICAL ASSISTANCE PROGRAM
DOJ	DEPARTMENT OF JUSTICE
DOT	DEPARTMENT OF TRANSPORTATION
ELA	EMERGING LEADERS' ACADEMY
EQUIP	EQUIPMENT
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FTA	FEDERAL TRANSIT ADMINISTRATION
GF	GENERAL FUND
HR	HUMAN RESOURCES

SUNSET EMPIRE TRANSPORTATION DISTRICT  
COMMONLY USED ACRONYM LIST

MAY

2022

IGA	INTERGOVERNMENTAL AGREEMENT
IIJA	INFRASTRUCTURE INVESTMENT AND JOBS ACT
INFO	INFORMATION
INT	INTEREST
IS	INCOME STATEMENT
INS	INTEGRATED NETWORK SYSTEM
IT	INFORMATION TECHNOLOGY
KTH	KEY TRANSIT HUBS
LCC	LOWER COLUMBIA CONNECTOR
LGIP	LOCAL GOVERNMENT INVESTMENT POOL
LGPI	LOCAL GOVERNMENT PERSONNEL INSTITUTE
LRCTP	LONG RANGE COMPREHENSIVE TRANSPORTATION PLAN
MAINT	MAINTENANCE
MASA	MEDICAL AIR SERVICES ASSOCIATION
MBRC	MILES BETWEEN ROAD CALLS
MISC	MISCELLANEOUS
MM	MOBILITY MANAGEMENT
MOS	MONTH
MOU	MEMORANDUM OF UNDERSTANDING
NADTC	NATIONAL AGING AND DISABILITY TRANSPORTATION CENTER
NEMT	NON-EMERGENT MEDICAL TRANSPORTATION
NHMP	NATURAL HAZARDS MITIGATION PLAN
NRTAP	NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM
NTI	NATIONAL TRANSIT INSTITUTE
NWACT	NORTHWEST AREA COMMISSION ON TRANSPORTATION
NWOTA	NORTHWEST OREGON TRANSIT ALLIANCE
OAR	OREGON ADMINISTRATIVE RULES
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
OHA	OREGON HEALTH AUTHORITY
OHP	OREGON HEALTH PLAN
OrCPP	OREGON COOPERATIVE PROCUREMENT PROGRAM
ORS	OREGON REVISED STATUTES
OPTC	OREGON PUBLIC TRANSPORTATION CONFERENCE
OPTIS	OREGON PUBLIC TRANSIT INFORMATION SYSTEM
OPTP	OREGON PUBLIC TRANSPORTATION PLAN
OR	OREGON
OTA	OREGON TRANSIT ASSOCIATION
OTC	OREGON TRANSPORTATION COMMISSION
OTP	OREGON TRANSPORTATION PLAN
P&L	PROFIT AND LOSS
PARA	PARA-TRANSIT
PCA	PERSONAL CARE ATTENDANT
PM	PREVENTATIVE MAINTENANCE

SUNSET EMPIRE TRANSPORTATION DISTRICT  
COMMONLY USED ACRONYM LIST

MAY

2022

PTAC	PUBLIC TRANSPORTATION ADVISORY COMMITTEE
PTD	PUBLIC TRANSIT DIVISION
PTSP	PUBLIC TRANSPORTATION SERVICE PROVIDER
QE	QUALIFIED ENTITY
QTR	QUARTER
RAC	RULES ADVISORY COMMITTEE
RC	RIDECARE
REHAB	REHABILITATION
RFP	REQUEST FOR PROPOSALS
RFQ	REQUEST FOR QUOTES
RIBTC	RURAL AND INTERCITY BUS TRANSPORTATION CONFERENCE
SDAO	SPECIAL DISTRICTS ASSOCIATION OF OREGON
SDIS	SPECIAL DISTRICTS INSURANCE SERVICES
SETD	SUNSET EMPIRE TRANSPORTATION DISTRICT
SETD GF	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SETD GEN	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SIP	SERVICE IMPROVEMENT PROGRAM
SSP/0401	ACCOUNT FROM OREGON DEPARTMENT OF HUMAN SERVICES
STF	SPECIAL TRANSPORTATION FUND
STIF	STATEWIDE TRANSPORTATION IMPROVEMENT FUND
STIP	STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM
STN	STATEWIDE TRANSPORTATION NETWORK
STP	SURFACE TRANSPORTATION PROGRAM
SWIP	SIDEWALK IMPROVEMENT PROGRAM
TAC	TECHNICAL ADVISORY COMMITTEE
TAC	TRANSPORTATION ADVISORY COMMITTEE (STF/5310/STIF)
TCTD	TILLAMOOK COUNTY TRANSPORTATION DISTRICT
TECH	TECHNOLOGY
TGM	TRANSPORTATION AND GROWTH MANAGEMENT
TO	TRANSPORTATION OPTIONS
TPJCC	TONGUE POINT JOB CORPS CENTER
TRB	TRANSPORTATION RESEARCH BOARD
TSP	TRANSPORTATION SYSTEMS PLAN
VETP	VETERANS ENHANCED TRANSPORTATION PROGRAM
YTD	YEAR TO DATE
ZEB	ZERO EMISSION BUS
ZEP	ZERO EMISSION PROPULSION
ZEBRA	ZERO EMISSION BUS RESOURCE ALLIANCE



**Sunset Empire Transportation District  
Board of Commissioners  
April 28, 2022  
Zoom Board Meeting Minutes**

1. CALL TO ORDER – Chair Debbie Boothe-Schmidt called the meeting to order at 9:00 AM.
2. ROLL CALL: Present: Chair Boothe-Schmidt, Vice Chair Tracy MacDonald, Secretary/Treasurer Diana Nino, Commissioner Pamela Alegria, Commissioner Rebecca Read, Commissioner Charles Withers and Commissioner Guillermo Romero

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

3. CHANGES TO AGENDA- None
4. EXECUTIVE SESSION OPENED-At 9:08 AM Chair Debbie Boothe-Schmidt announced that the Board of Commissioners would now be going into Executive Session and non-designated staff and other persons in attendance were asked to leave the conference room until the end of the Executive Session.
  - a. Pursuant to ORS 192.660(2)(d) To conduct deliberations with persons designated by the governing body to carry on labor negotiations
  - b. Pursuant to ORS 192.660(2)(i) To review and evaluate the job performance of the Executive Director

EXECUTIVE SESSION CLOSED-At 10:10 AM Chair Debbie Boothe-Schmidt closed the Executive Session and all that were dismissed from during the session were asked to return to the meeting.

5. PUBLIC COMMENT (3-minute limit)- None
6. APPROVAL OF THE MARCH 24, 2022, BOARD MEETING MINUTES-  
Commissioner MacDonald moved to adopt the March 24, 2022, Board Minutes  
Commissioner Nino seconded the motion  
Discussion- None

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

7-Aye  
0-Nay  
Motion passed.

7. FINANCIAL EXCEPTIONS AND INFORMATION REPORTS MARCH 2022- Financial Officer Kelly Smith is on vacation so Executive Director Hazen answered several questions and clarified and explained other comments. No changes were made to the report.

Commissioner Nino moved to approve the March 2022 Financial Reports as presented  
Commissioner Romero seconded the motion  
Discussion- None

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

7-Aye  
0-Nay  
Motion passed.

8. REPORTS FROM CHAIR AND COMMISSIONERS

- a. Commissioner MacDonald- Nothing to report other than our Budget Month is coming up.
- b. Commissioner Alegria- Nothing to report
- c. Commissioner Withers- Reported that he had been busy with the Executive Director Evaluation Committee. Commissioner Withers also asked why the Seaside Transit Office was closed during the past week. Executive Director Hazen said it was due to employee illness and lack of staff.
- d. Commissioner Romero- Nothing to report
- e. Commissioner Nino- Nothing to Report
- f. Commissioner Read- Reported that the members of the Public Safety Coordinating Counsel are aware of the Returning Citizen Program and said she thinks it would be a good opportunity to keep that line of communication open as we move forward. Executive Director Hazen offered to do a presentation. Commissioner Read will let them know.
- g. Commissioner Boothe-Schmidt- Reported that she enjoyed working on the Executive Director Evaluation Committee and invited the Board to the Employee Barbecue and meeting tomorrow at 11am and 2:30 pm.

8. CONTINUED BUSINESS

- a. Appointment of Tracy MacDonald to the City of Seaside’s Transportation Advisory Committee- Executive Director Hazen explained that this is a follow-up from last month’s Board Meeting and that he had included an overview of what the purpose and function of the committee in the Board Pack. Commissioner MacDonald has been attending these meetings as a resident for a long-time, but he sees the benefit of having someone from our District being on it.

Commissioner Alegria moved to appoint Tracy MacDonald to the Seaside Transportation Advisory Committee with the understanding that any decisions on recommendations to the City Council on matters involving SETD must come before the SETD Board of Commissioners for approval.  
Commissioner Nino seconded the motion  
Discussion- Commissioner Withers thanked Commissioner MacDonald for him stepping up to be on the committee.

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

7-Aye  
0-Nay  
Motion passed.

9. NEW BUSINESS-

- a. Approval of Collective Bargaining Agreement (CBA) with Amalgamated Transit Union (ATU 757) - Executive Director Hazen reviewed the details in the new agreement saying that this will be a 5-year contract and that the wages for drivers have increased between 10 and 15% and will continue to increase 2.5% for the next 4 years. The agreement includes the addition of Juneteenth (June 19<sup>th</sup>) Holiday, longevity bonuses, increasing the life insurance policy to \$20,000 and the district will now pay for short term and long-term disability. Executive Director Hazen said the negotiations with the Union went very well and the SETD employee bargaining unit voted yes on this agreement last week. An Employee Barbecue is planned tomorrow to celebrate. Commissioner Withers commented that he hopes as a Transit District, SETD will commemorate the Juneteenth Holiday on the actual day.

Commissioner MacDonald moved to approve the five-year collective bargaining agreement with the Amalgamated Transit Union Division 757 effective May 1, 2022.  
 Commissioner Romero seconded the motion  
 Discussion- Commissioner Romero commented on the excellent job staff had done on this agreement. Also applaud you your work on retention and longevity. Commissioner Boothe-Schmidt also added that she also wanted to commend staff on adding longevity because one of the great costs for employers is employee training.

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

7-Aye  
 0-Nay  
 Motion pass

- b. Approval of Executive Director Employment Agreement- Human Resources manager Sue Farmer reported that the Executive Director Evaluation Committee had met to conduct the Executive Director Jeff Hazen’s annual review. Changes to the agreement are highlighted in the Agreement packet that was given to the Board today. The Agreement was reviewed by Legal Counsel and there were no changes made. The agreement will be in effect from May 1, 2022, through June 30, 2027, however his compensation agreement will be in effect until June 30, 2023. Short term and long-term disability insurance was added, and his retirement benefit was increased from \$800 to \$1000 per month. Sue reported that the sub committee also recommended a 4% increase to Executive Director Hazen’s annual salary to \$103,280. Sue said his pay increase is the same as the other non-represented employees.

Commissioner Alegria moved to approve the Executive Director’s Employment Agreement  
 Commissioner Withers seconded  
 Comments- Commissioner MacDonald asked that the Sub Committee’s evaluation be included in the Employment Agreement.  
 Commissioner Alegria amended her motion to approve the Executive Director Jeff Hazen’s Employment Agreement from May 1, 2022, to June 30, 2027, including the Executive Director Hazen’s Evaluation summary and authorize the Board chair to sign.  
 Commissioner Withers seconded the amended motion



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

7-Aye

0-Nay

Motion pass

- c. Executive Director Compensation- Human Resources Sue Farmer reported that the Executive Director Evaluation Committee made a recommendation to increase the Executive Director Hazen’s salary by 4% to a total of \$103,293. This increase will start on May 1, 2022, through June 30, 2023.

Commissioner Withers moved to approve the 4% increase in the Executive Director’s salary

Commissioner Romero seconded the motion

Discussion- Commissioner Nino asked if the compensation that Executive Director Hazen is receiving is comparable to others in that position for the state and nation. Sue said Executive Director Hazen came in low and if he had received a 2% COLA increase over the years, he would be at about \$130,000 now, so Jeff is being compensated but there is room for growth, and he is not one of the highest paid transit directors in Oregon.

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

7-Aye

0-Nay

Motion pass

- d. National Rural Technical Assistance Program Review Board (NRTAP)- Executive Director Hazen said the Assistant Director of NRTAP, Liz Taylor has asked that Executive Director Hazen nominate himself for an open position that is coming open on the RTAP Review Board.

Commissioner MacDonald moved to approve that Executive Hazen nominate himself for the Review Board and approve the Board Chair to sign a letter of support.

Commissioner seconded the motion

Commissioner Alegria seconded the motion

Discussion- None

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

7-Aye

0-Nay

Motion pass

- e. Board Practices Assessment- Executive Assistant Mary Parker explained that Special District Insurance Service (SDIS) offers districts a way to reduce their general liability insurance by 10% with an annual Best Practices Program. Mary explained that the program focuses on mitigating risk and every year there is a specific category of risk that is focused on. Category #4 on this year's Best Practices is SDAO or SDIS Board Training and there are several options to choose from. One of them is participating in a Board Best Practices Assessment. This is an on-sight in person assessment conducted by SDIS consultants with all Board members present which takes 90 minutes. Mary included a copy of the last Best Practices Board Assessment completed with the SETD Board in 2015 in the Board Pack and announced that another Board Best Practices Assessment has been scheduled following the July 28, 2022, Board Meeting. The Assessment will be from 11:30 am to 1:00 pm at the Astoria Transit Center. Lunch will be provided.

10. CORRESPONDENCE- None

11. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen reviewed and discussed his monthly report.

12. LEADERSHIP TEAM REPORTS- Review and discussion of Team Monthly Reports included in the April Board Pack.

13. OTHER ITEMS-

Meeting was adjourned 10:30 AM

Mary Parker, Recording Secretary

Secretary/Treasurer \_\_\_\_\_  
Diana Nino

Date \_\_\_\_\_

**Sunset Empire Transportation District**  
**APR FINANCIAL EXCEPTIONS & INFORMATION REPORT**  
**For the May 2022 Board of Commissioner's Meeting**

NOTE on Reviewing Financials: Month 10 = 83% of Fiscal Year Budget\*

**Preliminary General Fund Profit and Loss**

The District's General Fund Total Year to Date (YTD) Income was \$4,146,081 (\$680,577 less than budget), YTD Total Materials & Services was \$850,712 (\$266,008 under budget).

**Revenue**

- 4010 Fares: Revenues for the month were \$8,970; \$1,330 less than monthly budget and \$124 over YTD budget.
- Lower Columbia Connector: Revenues for the month were \$5,685; \$2,559 more than monthly budget and \$18,003 more than YTD budget.
- 4021 Medicaid Fares: Revenues for the month were \$0 (not yet billed) \$4,917 was for Mar; \$1,329 under monthly budget and \$38,189 over YTD budget.
- 4022 Paratransit Fares: Revenues for the month were \$1,034; \$66 less than monthly budget and \$240 less than YTD budget.
- 4030 Contracted Services-IGA: Revenues for the month were \$0.00; \$5,500 under monthly budget and \$38,838 less than YTD budget. This route is not currently operating due to driver shortages.
- 4110 NW Navigator: Under budget YTD by \$1,572.
- 4205 Property Taxes: \$5,007 collected in Apr. Over budget YTD \$26,370.
- 4250 Timber Sales: No Sales collected in Mar. Over budget YTD \$32,415
- 4420 Parking: All Spaces Rented.
- 5000 Grants: \$204,956 collected in Apr.

**Expense**

- Wages/Taxes/Benefits: Over Monthly Budget \$66,462 – 3 Pay Period End Dates in Apr (4/2, 4/16 & 4/30).
  - 7010 VET Provider Payments: Rides for the month of Mar totaled \$138.
  - 8060 Travel/Training: Over Monthly Budget \$401 – Ecolane Training.
  - 8112 Meeting Expense: Over Monthly Budget \$253 – All Staff Meeting.
  - 8170 Fuel: Under Monthly Budget \$4,035; over YTD budget \$4,427.
  - 8180 Shop Supplies: Over Monthly Budget \$3,239 – Bulk order of oil/filters.
  - END
- \*\* Fuel over budget YTD \$4,035. Materials & Services (without capital expense) is under budget for MTD by \$36,526 and under budget YTD \$266,008.

**Follow up Items:**

**\*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**  
**April 30, 2022**

<u>Revenues</u>	<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>
4010 FIXED ROUTE FARES	8,970.43	10,300.00	(1,329.57)	94,660.46	94,536.00	124.46
4015 LOWER COLUMBIA CONNECTOR	5,684.83	3,126.00	2,558.83	58,176.08	40,173.00	18,003.08
4021 MEDICAID FARES - IGA	4,917.00	1,329.00	3,588.00	53,121.00	14,932.00	38,189.00
4022 PARATRANSIT FARES	1,034.00	1,100.00	(66.00)	10,890.90	11,131.00	(240.10)
4030 CONTRACTED SERVICES-IGA	0.00	5,500.00	(5,500.00)	17,573.50	56,412.00	(38,838.50)
4110 NW NAVIGATOR	201.84	302.00	(100.16)	1,966.76	3,539.00	(1,572.24)
4120 GREYHOUND	0.00	41.00	(41.00)	7.80	437.00	(429.20)
4130 OTHER-VENDING	0.00	25.00	(25.00)	285.62	300.00	(14.38)
4205 PROPERTY TAXES	4,057.66	9,325.00	(5,267.34)	1,085,872.21	1,057,450.00	28,422.21
4206 PRIOR YEAR TAXES	947.92	1,850.00	(902.08)	19,172.39	21,050.00	(1,877.61)
4207 PROPERTY TAX INTEREST	1.25	25.00	(23.75)	105.86	300.00	(194.14)
4210 LAND SALES/US FISH & WILDLIFE	0.00	0.00	0.00	1,774.61	0.00	1,774.61
4310 TIMBER SALES	0.00	0.00	0.00	192,415.22	160,000.00	32,415.22
4315 MASS TRANSIT ASSESSMENT	27,660.69	21,500.00	6,160.69	116,398.77	90,000.00	26,398.77
4410 BILLBOARD LEASE	0.00	0.00	0.00	1,200.00	1,200.00	0.00
4420 PARKING SPACE LEASE	855.00	765.00	90.00	7,600.00	7,770.00	(170.00)
4505 INTEREST EARNED ON BANK ACCT	199.53	125.00	74.53	1,573.85	1,750.00	(176.15)
4605 OTHER INCOME	4,341.23	13.00	4,328.23	45,567.64	124.00	45,443.64
5201 OREGON STF FUNDS	0.00	0.00	0.00	69,699.00	78,290.00	(8,591.00)
5202 OREGON STIF FUNDS-DISCRETIONARY	0.00	0.00	0.00	140,181.00	368,000.00	(227,819.00)
5203 OREGON STIF FUNDS-FORMULA	186,640.00	0.00	186,640.00	784,288.00	571,800.00	212,488.00
5301 5311 ADMIN/OPERATIONS	0.00	0.00	0.00	562,825.00	402,444.00	160,381.00
5302 5310 MOBILITY MGT/PM	0.00	0.00	0.00	50,676.00	113,072.00	(62,396.00)
5304 TRANSPORTATION OPTIONS	18,316.40	60,000.00	(41,683.60)	75,268.69	131,772.00	(56,503.31)
5306 CARES ACT	0.00	0.00	0.00	133,946.00	690,496.00	(556,550.00)
5401 5339 CAPITAL PURCHASE	0.00	0.00	0.00	620,835.00	909,680.00	(288,845.00)
Total Revenues	263,827.78	115,326.00	148,501.78	4,146,081.36	4,826,658.00	(680,576.64)

Expenses

	<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>
6010 WAGES	234,047.48	175,000.00	(59,047.48)	1,817,264.69	1,719,659.00	(97,605.69)
6110 TAXES	28,239.77	27,504.00	(735.77)	252,422.22	275,040.00	22,617.78
6210 BENEFITS	69,428.70	62,750.00	(6,678.70)	460,641.83	627,500.00	166,858.17
<b>SUB TOTAL WAGES/TAXES/BENEFITS</b>	<b>331,715.95</b>	<b>265,254.00</b>	<b>(66,461.95)</b>	<b>2,530,328.74</b>	<b>2,622,199.00</b>	<b>91,870.26</b>
7010 VET PROVIDER RIDES	138.45	2,500.00	2,361.55	3,359.36	25,000.00	21,640.64
8000 AUDIT	0.00	0.00	0.00	26,000.00	22,000.00	(4,000.00)
8001 PROFESSIONAL SERVICES	0.00	7,167.00	7,167.00	1,021.00	71,670.00	70,649.00
8002 LEGAL COUNSEL	1,250.00	5,000.00	3,750.00	12,188.00	50,000.00	37,812.00
8003 BANK/MERCHANT FEES	179.54	167.00	(12.54)	1,561.44	1,670.00	108.56
8015 COMP/FURNITURE/DURABLE GOODS	853.68	4,470.00	3,616.32	32,316.04	47,415.00	15,098.96
8020 B&M	2,357.35	3,256.00	898.65	35,650.59	36,562.00	911.41
8023 BUILDING LEASE	1,166.00	1,250.00	84.00	11,436.00	12,500.00	1,064.00
8024 SANITATION	16.74	500.00	483.26	4,467.16	5,150.00	682.84
8031 ONLINE SUB/IT SERVICES	4,827.95	8,100.00	3,272.05	88,942.64	120,100.00	31,157.36
8040 TELEPHONE/INTERNET	3,800.17	5,000.00	1,199.83	32,120.14	50,000.00	17,879.86
8041 UTILITIES	3,056.00	2,917.00	(139.00)	26,083.94	29,170.00	3,086.06
8050 HR/EMPLOYEE RECOGNITION	1,194.47	2,086.00	891.53	23,973.00	26,879.00	2,906.00
8060 TRAVEL/TRAINING	3,320.60	2,920.00	(400.60)	25,201.76	29,230.00	4,028.24
8080 OUTREACH/PRINTING	126.97	3,333.00	3,206.03	9,982.95	33,330.00	23,347.05
8090 DUES, SUBSCRIPTIONS	185.50	2,083.00	1,897.50	14,266.86	20,830.00	6,563.14
8091 IGA-DUES	0.00	3,000.00	3,000.00	9,000.00	12,000.00	3,000.00
8092 FEES/TAXES/LICENSES	100.00	433.00	333.00	1,759.12	4,330.00	2,570.88
8100 INSURANCE	0.00	0.00	0.00	65,837.62	60,500.00	(5,337.62)
8105 UNINSURED LOSS	0.00	1,250.00	1,250.00	11,330.36	12,500.00	1,169.64
8110 LEGAL ADS	0.00	83.00	83.00	0.00	834.00	834.00
8112 MEETING EXPENSE	377.92	125.00	(252.92)	1,165.81	1,250.00	84.19
8116 OFFICE SUPPLIES	1,987.74	1,500.00	(487.74)	12,160.25	13,900.00	1,739.75
8170 FUEL	30,964.78	35,000.00	4,035.22	250,427.38	246,000.00	(4,427.38)
8171 VEHICLE REPAIR/OUTSIDE SERVICES	14,971.18	18,500.00	3,528.82	141,791.48	176,500.00	34,708.52
8180 SHOP SUPPLIES	3,988.79	750.00	(3,238.79)	8,769.44	7,500.00	(1,269.44)
<b>SUB TOTAL MATERIALS/SERVICES</b>	<b>74,863.83</b>	<b>111,390.00</b>	<b>36,526.17</b>	<b>850,812.34</b>	<b>1,116,820.00</b>	<b>266,007.66</b>
<b>9200 CAPITAL EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>738,451.74</b>	<b>1,087,350.00</b>	<b>348,898.26</b>
Total Expenses	406,579.78	376,644.00	(29,935.78)	4,119,592.82	4,826,369.00	706,776.18
Excess Revenue Over (Under) Expenditures	(142,752.00)	(261,318.00)	178,437.56	26,488.54	289.00	(1,387,352.82)

**Consolidated Balance Sheet**  
**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**For 4/30/2022**

	This Year	Last Year	Change
<b>Assets</b>			
1010 OVER/UNDER	(22.00)	0.00	(22.00)
1020 GENERAL CHECKING LC BANK	191,565.78	46,295.38	145,270.40
1030 LGIP - GENERAL FUND	385,682.44	723,824.08	(338,141.64)
1040 PAYROLL ACCOUNT LC BANK	73,769.38	71,386.03	2,383.35
1050 MONEY MARKET LC BANK	5,671.79	5,667.87	3.92
1095 CASH RECEIPTS CLEARING SYSTEM	1,145.02	1,239.88	(94.86)
1210 ACCOUNTS RECEIVABLE SYSTEM	20,731.92	23,473.46	(2,741.54)
1251 PASS TRANSIT RECEIVABLES	140.00	0.00	140.00
1299 A/R CONVERSION	0.00	(10,165.48)	10,165.48
1410 PREPAID EXP	0.00	(1,233.83)	1,233.83
1425 PREPAID WORK COMP	(44,140.08)	(41,414.43)	(2,725.65)
<b>Total Assets</b>	<b>634,544.25</b>	<b>819,072.96</b>	<b>(184,528.71)</b>
<b>Liabilities and Net Assets</b>			
2010 ACCOUNTS PAYABLE SYSTEM	95,693.55	45,182.21	50,511.34
2050 CREDIT CARD PAYABLE	124,534.52	56,028.43	68,506.09
2059 CREDIT CARD PAYMENT CLEARING	(117,759.14)	(46,424.97)	(71,334.17)
2060 PAYABLE TO NWN	(1,220.76)	16.09	(1,236.85)
2080 OVER PAYMENTS/UNAPPLIED CREDITS	255.00	47.50	207.50
2099 A/P CONVERSION	(20,436.27)	(19,986.27)	(450.00)
2100 ACCRUED LABOR SYSTEM	112,086.17	0.00	112,086.17
2110 SOCIAL SECURITY TAX-EMPLOYEE	(1,130.76)	(1,130.76)	0.00
2112 PR SUTA	(996.21)	(996.21)	0.00
2114 FED W/H TAX PAYABLE	(12,534.81)	(9,177.44)	(3,357.37)
2115 MEDICARE TAX-EMPLOYEE	1,130.77	1,130.77	0.00
2116 MEDICARE TAX-EMPLOYER	0.01	0.01	0.00
2121 FSA-PT	28.88	28.88	0.00
2122 OREGON TRANSIT ASSESSMENT	(813.55)	(813.55)	0.00
2124 BENEFITS MEDICAL SDIS	(15,845.99)	(10,908.99)	(4,937.00)
2130 AFLAC-AT	(1,275.39)	(1,275.39)	0.00
2131 AFLAC-PT	(311.34)	(311.34)	0.00
2132 UNITED WAY	175.00	175.00	0.00
2133 GARNISHMENTS	1,483.76	0.00	1,483.76
2134 ATU	(805.14)	(805.14)	0.00
2135 MASA	(94.33)	(94.33)	0.00
2140 RETIREMENT- 457(b)	(1,780.00)	(1,780.00)	0.00
2141 RETIREMENT-ER 457	14.99	14.99	0.00
2142 RETIREMENT-ROTH 457 (B)	(343.30)	(343.30)	0.00
<b>Total Liabilities</b>	<b>160,055.66</b>	<b>8,576.19</b>	<b>151,479.47</b>
3000 FUND BALANCE	448,000.05	846,277.82	(398,277.77)
Change in Net Assets	26,488.54	(35,781.05)	62,269.59
<b>Total Net Assets</b>	<b>474,488.59</b>	<b>810,496.77</b>	<b>(336,008.18)</b>
<b>Total Liabilities and Net Assets</b>	<b>634,544.25</b>	<b>819,072.96</b>	<b>(184,528.71)</b>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**A/R Aging as of 04/30/2022**

<u>Customer</u>	<u>Due Date</u>	<u>Invoice Number</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>
[6009] ALLSTATE INSURANCE AGENCY	5/01/2022	1448	4/01/2022	Apr 2022 Parking Spaces #3-5	142.50	0.00	0.00	0.00	142.50
[6251] AMTRAK	5/01/2022	1476	4/01/2022	Mar 2022 Settlement	2,035.52	0.00	0.00	0.00	2,035.52
[6113] HOXIE, RONALD	5/01/2022	1449	4/01/2022	Apr 2022 Parking Space #7	47.50	0.00	0.00	0.00	47.50
[6153] ODOT	5/01/2022	1466	4/01/2022	Q3 FY22 TO Reimbursement	18,316.40	0.00	0.00	0.00	18,316.40
[6162] OREGON EMPLOYMENT DEPT	5/01/2022	1453	4/01/2022	Mar Bus Passes-Astoria STEP	140.00	0.00	0.00	0.00	140.00
[6246] RUSTY DAHLIA	3/11/2022	1430	3/01/2022	Mar 2022 Parking-Spaces #10-11	0.00	0.00	95.00	0.00	95.00
[6246] RUSTY DAHLIA	4/11/2022	1446	4/01/2022	Apr 2022 Parking-Spaces #10-11	0.00	95.00	0.00	0.00	95.00
<b>Total</b>					<b>20,681.92</b>	<b>95.00</b>	<b>95.00</b>	<b>0.00</b>	<b>20,871.92</b>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**A/P Aging as of 4/30/2022**

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Due Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>Amount Owed</u>	<u>Not Yet Due</u>	<u>Less Than 30 Days</u>	<u>Less Than 60 Days</u>	<u>More Than 60 Days</u>
<b>[6084] DEL'S OK POINT-S TIRE</b>									
4/26/2022	1068780	5/10/2022	Tires	1,718.95	1,718.95	0.00	1,718.95	0.00	0.00
4/28/2022	1068999	5/10/2022	Tires	561.00	561.00	0.00	561.00	0.00	0.00
<b>[6172] O'REILLY AUTO PARTS</b>									
4/22/2022	3920-237991	5/20/2022	Motoroil/Wiper Fluid/Car Wash	5,187.70	5,187.70	5,187.70	0.00	0.00	0.00
<b>[6463] ECOLANE</b>									
4/18/2022	R04182022	6/02/2022	Geisler - Training Module	2,000.00	2,000.00	2,000.00	0.00	0.00	0.00
<b>Report Total</b>				<b>9,467.65</b>	<b>9,467.65</b>	<b>7,187.70</b>	<b>2,279.95</b>	<b>0.00</b>	<b>0.00</b>



**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**Check Listing as of 3/31/2022**

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
EFT	4/08/2022	[6225] VALIC-JPM CHASE - Payroll Dated 04.08.2022	RETIREMENT- 457(b) RETIREMENT-ER 457 RETIREMENT-ROTH 457 (B)	2692.88 2314.74 480.74	5,488.36
21625	4/12/2022	[6033] CARD SERVICE CENTER - STMT - 03/09 - 04/07/2022	CREDIT CARD PAYMENT CLEARING	5012.21	5,012.21
21631	4/12/2022	[6084] DEL'S OK POINT-S TIRE - Invoices 105/8920, 1067975, 1067993, 1068391, 10767465	TIRE PURCHASES	6191.44	6,191.44
21648	4/12/2022	[6237] WILCOX & FLEGEL - 03/2022 Fuel	FUEL FUEL FUEL FUEL	8028.46 881.22 3525.15 15975.88	28,410.71
<b>Total Checks</b>					<b>45,102.72</b>

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

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Closing Balance from Previous Statement.....	4/07/2022	-5,012.21
0 Deposits and Other Additions Totaling.....		0.00
44 Checks and Other Withdrawals Totaling.....		2,741.18
1 Adjustments Totaling.....		5,012.21
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....		0.00
Closing Balance for this Statement.....	5/08/2022	-2,741.18
Difference.....		0.00
<hr/>		
Cash Balance from General Ledger.....	5/08/2022	-117,830.34
Open Activity from Bank Register.....		2,500.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		-120,330.34

Date	Check	To	Check Description	Amount
✓ 4/07/2022	0000285	ACE HARDWARE	Hazen - Keys/Admin	4.47
✓ 4/08/2022	0001209	FLOOD VALLEY BREWING	Farmer - Meeting Lunch	46.80
✓ 4/11/2022	0000284	ADOBE ACROBAT	Jones - Editing Software	9.99
✓ 4/11/2022	0001209	GAETANO'S MARKET & DELI	Farmer - Meeting Lunch	70.00
✓ 4/12/2022	0001219	SEASIDE CAR & BOAT	Kleczek - Carwash/Prep for filming	9.00
✓ 4/14/2022	0000284	EPIDEMICSOUND.COM	Jones - Audio Elements	49.00
✓ 4/15/2022	0000284	ENVATO	Jones - Video Elements	33.00
✓ 4/17/2022	0000269	ADOBE ACROBAT	Parker - Monthly Chrg	12.99
✓ 4/18/2022	0000251	ADOBE ACROBAT	Lewicki - Monthly Chrg/Geisler	14.99
✓ 4/18/2022	0000251	ADOBE ACROBAT	Lewicki - Monthly Chrg/Lewicki	14.99
✓ 4/18/2022	0000285	APPLE	Hazen - Monthly Chrg	0.99
✓ 4/18/2022	0001209	GOVPERMIT	Farmer - Fingerprints/FR	25.00
✓ 4/19/2022	0000284	AMAZON	Jones - Microphone	88.99
✓ 4/19/2022	0000284	STORYBOARD THAT	Jones - Editing Software	14.99
✓ 4/20/2022	0000284	Dv ESTORE INC	Jones - Audio Connector	30.10
✓ 4/20/2022	0000284	AMAZON	Jones - Camera Mount	27.99
✓ 4/21/2022	0000251	AZ BUS SALES	Lewicki - Seat Pad/Cover - Bus 21	526.85
✓ 4/21/2022	0000251	AMAZON	Lewicki - NOX Sensor	375.00
✓ 4/21/2022	0001217	FACEBOOK	Kleczek - Outreach	25.00
✓ 4/22/2022	0000284	GRAMMARLY, INC	Jones - Editing Software	59.95
✓ 4/22/2022	0001209	GOVPERMIT	Farmer - Fingerprints/FR	25.00
✓ 4/25/2022	0000251	AMAZON	Lewicki - Locking Lid/Shop	30.83
✓ 4/25/2022	0000251	AMAZON	Lewicki - Locking Ring Tool/Shop	19.45
✓ 4/25/2022	0001217	AMAZON	Kleczek - Microphone	99.99
✓ 4/25/2022	0001217	VISTAPRINT	Kleczek - Table Cloth/Runners	315.99

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

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✓ 4/26/2022	0000251	AMAZON	Lewicki - Steel Pail/Shop	35.48
✓ 4/26/2022	0000284	FRED MEYER	Jones - Beverages/Employee Meeting	61.79
✓ 4/27/2022	0001209	NICEBADGE.COM	Farmer - ID Badges - FR/Ops	84.05
✓ 4/27/2022	0001217	AMAZON	Kleczek - Table Covering - Outreach Event	57.97
✓ 4/27/2022	0001217	ONESTREAM	Kleczek - Monthly Chrg	39.00
✓ 4/28/2022	0000284	AMAZON	Jones - Video Background	25.68
✓ 4/28/2022	0000285	HEAVENLY DONUTS	Hazen - Food/Board Meeting	25.98

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

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Date	Check	To	Check Description	Amount
✓ 4/28/2022	0001209	SDAO	Farmer - Webinar	15.00
✓ 4/29/2022	0000251	FRED MEYER	Lewicki - BBQ Tent/Staff Meetings	83.99
✓ 4/29/2022	0000284	SHELL OIL	Jones - Ice/Employee Meeting	8.36
✓ 4/29/2022	0001209	FRED MEYER	Farmer - HR Supplies	34.28
✓ 4/30/2022	0000251	AMAZON	Lewicki - Ignition Coils - Bus 21	89.99
✓ 5/03/2022	0000284	AMAZON	Jones - Camera Mount	39.90
✓ 5/03/2022	0000285	ZOOM	Hazen - Monthly Subscription	140.00
✓ 5/05/2022	0001209	MAIN ST MARKET	Farmer - Food/Employee Meeting	6.59
✓ 5/06/2022	0000269	SAFEWAY	Parker - Food/Budget Training	17.29
✓ 5/06/2022	0001217	ADOBE ACROBAT	Kleczek - Monthly Chrg	14.99
✓ 5/06/2022	0001217	MCMENAMINS	Kleczek - ToGo Workshop - Meal	16.50
✓ 5/08/2022	0001209	FRED MEYER	Farmer - Frame	12.99
<b>Total Unmarked Checks:</b>			<b>0.00</b>	<b>Total Checks:</b> <u><b>2,741.18</b></u>

Date	Reference	Adjustment Description	Amount	
11/10/2021	0021281		0.00	
✓ 4/12/2022	GC 21625	Payment made from Gen. Ck. for Statement ending 04/07/2022	5,012.21	
4/26/2022	GC 21652	Prepayment for 5/02/2022 Stmt. Payment made from Gen. Ck. for Statement ending 5/07/2022	2,500.00	
5/10/2022	0021679		0.00	
5/10/2022	GC21679	Payment made from Gen. Ck. for Statement ending 05/08/2022	241.18	
<b>Total Unmarked Adjustments:</b>			<b>2,741.18</b>	<b>Total Adjustments:</b> <u><b>7,753.39</b></u>

Date: May 19, 2022

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.a ODOT Transportation Options Grant Approval

This Agreement is for funding of the Transportation Options (TO) program that we operate in the tri-county area of Columbia, Clatsop, and Tillamook. It will be the new Agreement that will cover the next two fiscal years.

Exhibit A is the Scope of Work for the TO program for the next two years. Kathy will be able to answer questions about the tasks.

Staff is recommending that a motion be made to approve ODOT agreement # 73000-00006083 and authorize the Board Chair to sign it.

**GRANT AGREEMENT**  
**OREGON DEPARTMENT OF TRANSPORTATION**  
***Transportation Options Service Delivery 2022 -2024***

Project Name: SETD Delivering Transportation Options Support Services FY 22, 23, and 24  
Recipient: Sunset Empire Transportation District (Governmental Agency)

THIS AGREEMENT is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or as the "State", and Sunset Empire Transportation District, acting by and through its elected officials, herein referred to as "Recipient" and both herein referred to individually or collectively as "Party" or "Parties."

- 1. Effective Date.** This Agreement shall become effective on the date all required signatures are obtained and the Agreement is fully executed and approved as required by applicable law (the "Effective Date"). Unless otherwise terminated or extended, Grant Funds (as that capitalized term is defined in Section 3 below) under this Agreement shall be available for Project Costs incurred on or before September 30, 2024 (the "Availability Termination Date"). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date.
- 2. Agreement Documents.** This Agreement consists of this document and the following documents:
  - a. Exhibit A: Scope of Work
  - b. Exhibit B: Recipient Certification
  - c. Exhibit C: Federal Provisions
  - d. Exhibit D: Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting
  - e. Exhibit E: Subagreement Insurance Requirements
  - f. Exhibit F: Reserved

Exhibits A through E are attached hereto and by this reference made a part hereof this Agreement. 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 B; Exhibit C; Exhibit A; Exhibit D; Exhibit E.

- 3. Grant Award.** The total estimated costs to complete the Scope of Work described in Exhibit A (the "Project") are **\$381,424.91** (the "Project Costs"). In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient, and Recipient shall accept from ODOT, the award of a grant in the not-to-exceed amount of **\$349,429.86** (the "Grant Funds") of the total eligible Project Costs to allow the Recipient to perform the Project Tasks set forth in Exhibit A. Recipient shall provide matching funds for all remaining Project Costs. ODOT is providing its DUNS 809580681 for reference. Any additional information required by 2 CFR 200.332(a)(1) is either incorporated into this Agreement or provided to Recipient separately.

**4. Project Implementation and Completion.** Recipient shall implement and complete the Project in accordance with Exhibit A. In accordance with the provisions of Section 5.d., Recipient shall notify ODOT in writing of all changes in the Scope of Work prior to performing any changes and shall not perform any changes without written prior approval from ODOT.

**5. Grant Funds.**

- a. Use of Grant Funds; Grant Award; No Exclusive Right.** The Grant Funds shall be used solely for the Tasks described in Exhibit A and shall not be used for any other purpose. Grant Funds may not be used for any changes to the Tasks set forth in Exhibit A unless ODOT approves such changes pursuant to the Project Change Procedures in Section 5.d. or pursuant to the Amendment provisions of Section 15.c. Recipient agrees to fully expend the Grant Funds by no later than **September 30, 2024**, after which time ODOT may withdraw the grant award at its sole discretion, and Recipient shall return to ODOT any unexpended Grant Funds.
- b. Eligible Project Costs.** Project Costs eligible for reimbursement with Grant Funds are only those costs that are (a) reasonable, necessary and directly used for the Project; and (b) are eligible costs under State and federal law and this Agreement that are not found ineligible by any later financial review or audit.
- c. Ineligible Project Costs.** The Grant Funds may not be used for any purchase of incentives that Recipient charges to the Project; for any costs other than those specified in this Agreement; or for any payments made to related parties or for any loans or grants to be made to third parties, except as provided in Section 5.b.
- d. Project Change Procedures.** Project changes are permitted only to the Scope of Work and only with the prior written permission of ODOT. If Recipient anticipates a need for project change, Recipient shall submit a request via email to the ODOT Project Manager. ODOT Project Manager may authorize changes to Scope of Work via email.

**6. Applicable Federal Requirements**

- a. The Project will be conducted as a part of the Federal-Aid Project under Title 23, United States Code. The Project will be financed at the maximum allowable federal participating amount, which is TDM: 89.73 percent, with Recipient providing the 10.27 percent match for eligible costs and paying for any non-participating costs, including all costs in excess of the available federal funds, and Rideshare: 100 percent federal funds (no match) for eligible costs.
- b. Recipient guarantees the availability of Recipient funding in amount required to fully fund Recipient's share of the Project.
- c. State considers Recipient a subrecipient of the federal funds it receives as reimbursement under this Agreement.

- d. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
  - e. State and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
  - f. Information required by 2 Code of Federal Regulation (CFR) 200.332(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Recipient with the Notice to Proceed.
  - g. Indirect Cost Rate
    - 1) As required by 2 CFR 200.332(a)(4), the indirect cost rate(s) for this project at the time the agreement is zero percent (0%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
    - 2) If the approved rate(s) change(s) during the term of this Agreement, Recipient shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Recipient does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Recipient shall invoice ODOT using a zero percent (0%) rate.
  - h. By signing this Federal-Aid Agreement Recipient agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Recipient received more than eighty percent (80%) of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Recipient shall report the total compensation and names of its top five executives to State. Recipient shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "D".
- 7. Project Reporting.** Recipient shall report to ODOT in writing on its progress in performing the Project. Recipient shall provide quarterly progress report on the last day of the quarter month following the Effective Date. ODOT may, at its sole discretion, require Recipient to report on its progress monthly. Each progress report shall include the work the Recipient has completed in the last quarter and corresponding Grant Funds expended in that quarter, and the amount of unexpended Grant Funds remaining. Upon ODOT'S request, Recipient shall provide proof of payment and backup documentation supporting Recipient's expenditures.



## 8. Disbursement and Recovery of Grant Funds.

**a. Disbursement Generally.** No later than 45 days following the receipt of invoice, ODOT shall disburse the Grant Funds to Recipient.

**b. Conditions Precedent to Disbursement.** ODOT's obligation to disburse Grant Funds to Recipient is subject to the conditions precedent that (1) ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement; and (2) Recipient is in compliance with the terms of this Agreement.

**c. Recovery of Grant Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of the Availability Termination Date or termination of this Agreement must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT no later than fifteen (15) days after ODOT's written demand.

## 9. General Representations and Warranties of Recipient. Recipient represents and warrants to ODOT 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. Full Disclosure.** The Recipient has disclosed in writing to ODOT all facts that materially adversely affect its ability to perform all obligations required by this Agreement. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Agreement is true and accurate in all respects.

**d. Pending Litigation.** The Recipient has disclosed in writing to ODOT all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement.

**e. No Defaults.** Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party that would materially adversely affect the ability of Recipient to perform all obligations required by this Agreement. No Defaults or Events of Default exist or will occur upon authorization, execution or delivery of this Agreement.

**f. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned's knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

## **10. 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 minimum standards for audits of non-profit organizations. Recipient shall ensure that each of its sub-recipients and subcontractors complies with these requirements. ODOT, the Secretary of State of Oregon (Secretary) 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, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the funds or the Project until the date that is six (6) years following the Availability Termination Date.

**c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant moneys were expended.

This Section 10 shall survive any expiration or termination of this Agreement.

**11. Subagreements.** Performance of this Agreement shall not be subcontracted in whole or in

part, except with the written consent of ODOT. If ODOT provides written consent for the Recipient to enter into agreements with sub-recipients, contractors or subcontractors (collectively, “subagreements”) for performance of this Agreement, the following conditions apply:

**a. Subagreements.**

- 1) 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.
- 2) Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient’s subagreement with the contractor and to name ODOT as an additional or “dual” obligee on contractors’ payment and performance bonds.
- 3) Recipient shall provide ODOT with a copy of any signed subagreement upon request by ODOT. This paragraph 11.a.3) shall survive expiration or termination of this Agreement.
- 4) Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- 5) Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>.

**b. Subagreement indemnity; insurance**

- 1) 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 the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their respective officers, members, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses, including attorneys' fees, 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.
- 2) 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.

- 3) 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 meet the minimum insurance requirements provided in Exhibit E. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit E. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit E.
- 4) Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- 5) Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

## 12. Termination

**a. Mutual Termination.** This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

**b. Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice to Recipient, or at such later date as may be established by ODOT under any of the following conditions:

- 1) If Recipient fails to provide services or funds called for by this Agreement within the time specified herein or any extension thereof.
- 2) If Recipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
- 3) If ODOT fails to receive funding, appropriations, limitations or other expenditure

authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;

- 4) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODOT is prohibited from paying for such Project work from the planned funding source; or
- 5) If, in the sole opinion of ODOT, the Project would not produce results that are commensurate with the further expenditure of funds.

**c. Rights upon Termination.** Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. The remedies set forth in this Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

**13. Defaults.** Any of the following constitutes an “Event of Default”:

- a. Any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to the Project.
- b. The Recipient takes any of the following action or an action for the purpose of affecting any of the below.
  - 1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
  - 2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
  - 3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
  - 4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
  - 5) The Recipient takes any action for the purpose of affecting any of the above.
- c. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsections a. and b. of this Section 13, and that failure continues for period of 30 calendar days after written notice specifying such failure is given to Recipient by ODOT. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

#### **14. Remedies**

a. Upon any Event of Default, ODOT may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:

- 1) Terminating ODOT's commitment and obligations under the Agreement.
- 2) Requiring repayment of the Grant Funds and all interest earned by Recipient on those Grant Funds.

b. Any moneys collected by ODOT pursuant to Section 14.a will be applied first, to pay any attorneys' fees and other fees and expenses incurred by ODOT; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Agreement.

c. No remedy available to ODOT is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. ODOT is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Agreement.

d. In the event ODOT defaults on any obligation in this Agreement, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of ODOT's obligations.

#### **15. GENERAL PROVISIONS**

##### **a. Contribution.**

- 1) 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.
- 2) Except as otherwise provided in Paragraph 15.b 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.

- 3) Except as otherwise provided in Paragraph 15.b 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.

**b. Contract-Related Indemnification.**

- 1) 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:
  - a. 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.

**c. Survival.** Sections 15.a and 15.b shall survive termination of this Agreement.

**d. 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.

- e. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- f. **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.
- g. **No Third Party Beneficiaries.** ODOT 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.
- h. **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 ODOT 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 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 ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT 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.
- i. **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 ODOT (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.
- j. **Compliance with Law.** Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of



this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with all provisions of Exhibit E, which is incorporated herein by reference and made a part of this Agreement.

- k. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.** Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, Workers' Compensation, unemployment taxes, and State and Federal income tax withholding. In addition, all employers, including Recipient that employ subject workers who provide services in the state of Oregon shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall verify that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- l. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT 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 ODOT, 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 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 Agreement so executed shall constitute an original.
- o. Integration and Waiver.** This Agreement, and attached Exhibits constitute 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. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

This Project is in the 2021-2024 Statewide Transportation Improvement Program, (Key #K22579) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently approved by amendment to the STIP).

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

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Title Board Chairperson

By \_\_\_\_\_  
Title: Division Administrator

Name Debbie Boothe-Schmidt  
(printed)

Name Karyn Criswell  
(printed)

Date 5/26/22

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL**  
(If required in Recipient's process)

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By N/A  
Recipient's Legal Counsel

By Sam Ziegler, Assistant Attorney  
General, via blanket approval email  
dated 04/11/2022

Date \_\_\_\_\_

Date \_\_\_\_\_

**Recipient Contact:**  
Kathy Kleczek  
Sunset Empire Transportation District  
900 Marine Drive  
Astoria, OR 97301  
kathy@ridethebus.org

**ODOT Contacts:**  
Stephanie Millar  
Senior Planner  
555 13<sup>th</sup> Street NE  
Salem, OR 97302  
971-375-3918  
[Stephanie.millar@oregon.gov](mailto:Stephanie.millar@oregon.gov)

## **EXHIBIT A Scope of Work**

### **Project Description**

Provide transportation options support services in Columbia, Clatsop and Tillamook Counties. Recipient shall complete the following tasks:

#### **Task 1: Education and Outreach to encourage multimodal transportation choices**

Recipient shall design, conduct and carry out education and outreach activities that encourage the public's use of walking, biking, and public transportation as a means of travel to, within and through the Recipients service area.

#### **Task 1 Deliverables:**

- In quarterly progress report summarize Task 1 activities

#### **Task 2: Education and Outreach to promote safety**

Recipient shall design, conduct and carry out safety education and awareness activities and programs to inform pedestrians, bicyclists, and motorists on ped/bike safety. ODOT safety materials may be used instead of custom local designs.

#### **Task 2 Deliverables:**

- In quarterly progress report summarize Task 2 activities

#### **Task 3: Get There Commute – Employer/Employee Outreach**

Recipient shall conduct outreach to employers to provide education and support to reduce the drive alone commute rate among their employees.

##### **3.1 “Get There” Tool Regional Network Manager**

The Get There Tool is software leased by the Oregon Department of Transportation for the purpose of supporting carpool matching and trip planning. The Recipient shall serve as the regional administrator of the Get There Tool the area.

##### **3.2 Employer based outreach**

Recipient shall conduct outreach and education with businesses. The highest priority for outreach is business that employ 50 people or more at a location and business associations that represent multiple businesses.

##### **3.3 Vanpool Viability Study**

Recipient shall study the viability of vanpools for commuters. This includes researching the potential use of STIF funds to subsidize the cost of vanpools for end users, and considering commute needs of larger area businesses.

#### **Task 3 Deliverables**

- In quarterly progress report provide update on the number of employer business contacts contacted
- Memo summarizing Vanpool Viability research findings

**Task 4: Challenge Event**

The purpose of a Challenge is to encourage people to try non-drive alone trip options using gamification, prizes and logging of their non-drive alone trips. Recipient shall either participate in a statewide Challenge event, or design and carry out a locally specific Challenge event. The annual statewide Get There Challenge occurs beginning on the first Monday in October and runs for 2 weeks.

**Task 4 Deliverables:**

- If statewide Challenge, Recipients shall maintain or exceed number of Get There Challenge participants from previous year. If Challenge is designed and hosted locally, deliverable is a memo describing structure of challenge, goals and outcomes.

**Task 5: Interagency Collaboration**

Recipient shall work with ODOT on various regional transportation efforts. Activities may include review and comment on plans and projects, representing transit and multimodal interests on advisory committees or in meetings. Recipient may also utilize grant funds to work collaboratively with other regional entities such as adjacent transit providers, cities and counties.

**Task 5 Deliverables**

- In quarterly progress report provide summary of activities

Total Project Costs are \$381,424.91. The local match is \$31,995.05 and the Federal total is \$349,429.86.

**EXHIBIT B (Local Agency or State Agency)**

**RECIPIENT CERTIFICATION**

Recipient certifies by signing this Agreement that Recipient has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Recipient) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Recipient), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Recipient further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

**STATE OFFICIAL CERTIFICATION**

STATE official likewise certifies by signing this Agreement that Recipient or the Recipient's representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

STATE official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

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**Exhibit C**  
Federal Provisions  
Oregon Department of Transportation

**CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION**

For purposes of this Exhibit C, references to Department shall mean STATE, references to Contractor shall mean Recipient, and references to Contract shall mean Agreement.

Recipient certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to STATE.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

**EXCEPTIONS:**

Exceptions will not necessarily result in denial of award, but will be considered in determining Recipient responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Recipient is advised that by signing this Contract, the Recipient is deemed to have signed this certification.

**II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS**

1. By signing this Contract, the Recipient is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Recipient shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the STATE determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the STATE determined to enter into this transaction. If it is later determined that the Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the STATE may terminate this transaction for cause of default.

4. The Recipient shall provide immediate written notice to the STATE if at any time the Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the STATE's Program Section (Tel. (503) 986-2710) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Recipient agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the STATE or agency entering into this transaction.
7. The Recipient further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the STATE entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the STATE, the STATE may terminate this transaction for cause or default.

### III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

#### **Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

##### Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the STATE or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become

erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the STATE or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the STATE or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to STATE.

**IV. EMPLOYMENT**

1. Recipient warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Recipient, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, STATE shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.



2. Recipient shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of STATE, except regularly retired employees, without written consent of the public employer of such person.
3. Recipient agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. STATE shall be entitled to rely on the accuracy, competence, and completeness of Recipient's services.

#### V. NONDISCRIMINATION

During the performance of this Contract, Recipient, for himself, his assignees and successors in interest, hereinafter referred to as Recipient, agrees as follows:

1. Compliance with Regulations. Recipient agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Recipient shall comply with the regulations of the STATE of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Recipient, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Recipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Recipient for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Recipient of Recipient's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this Contract, Recipient agrees as follows:
  - a. Recipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
  - b. Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Recipient, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Recipient will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by STATE or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Recipient's noncompliance with the nondiscrimination provisions of the Contract, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to Recipient under the agreement until Recipient complies; and/or
  - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Recipient will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Recipient shall take such action with respect to any subcontractor or procurement as STATE or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Recipient becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, STATE may, at its option, enter into such litigation to protect the interests of STATE, and, in addition, Recipient may request STATE to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Recipient shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

**DBE POLICY STATEMENT**

**DBE Policy.** It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

**Required Statement For USDOT Financial Assistance Agreement.** If as a condition of

assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

**DBE Obligations.** The STATE and its Recipient agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Recipient shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither STATE nor its Recipients shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Recipient 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 STATE deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

**Records and Reports.** Recipient shall provide monthly documentation to STATE that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Recipient shall notify STATE and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Recipient must demonstrate to STATE the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to STATE.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

**DBE Definition.** Only firms DBE certified by the State of Oregon, Department of

Consumer & Business Services, Office of  
Minority, Women & Emerging Small Business,  
may be utilized to satisfy this obligation.

**RECIPIENT'S DBE CONTRACT GOAL**

**DBE GOAL**   0   %

By signing this Contract, Recipient assures that  
good faith efforts have been made to meet the  
goal for the DBE participation specified in the  
Contract for this project as required by ORS  
200.045, and 49 CFR 26.53 and 49 CFR, Part  
26, Appendix A.

certification shall be subject to a civil penalty of  
not less than \$10,000 and not more than  
\$100,000 for each such failure.

The Recipient also agrees by signing this  
agreement that he or she shall require that the  
language of this certification be included in all  
lower tier subagreements, which exceed  
\$100,000 and that all such subrecipients shall  
certify and disclose accordingly.

FOR INQUIRY CONCERNING DEPARTMENT'S  
DBE PROGRAM REQUIREMENT CONTACT  
OFFICE OF CIVIL RIGHTS

**VII. LOBBYING**

The Recipient certifies, by signing this  
agreement to the best of his or her knowledge  
and belief, that:

1. No Federal appropriated funds have been  
paid or will be paid, by or on behalf of the  
undersigned, to any person for influencing or  
attempting to influence an officer or  
employee of any Federal agency, a Member  
of Congress, an officer or employee of  
Congress or an employee of a Member of  
Congress in connection with the awarding of  
any Federal contract, the making of any  
Federal grant, the making of any Federal  
loan, the entering into of any cooperative  
agreement, and the extension, continuation,  
renewal, amendment or modification of any  
Federal contract, grant, loan or cooperative  
agreement.
2. If any funds other than Federal appropriated  
funds have been paid or will be paid to any  
person for influencing or attempting to  
influence an officer or employee of any  
Federal agency, a Member of Congress, an  
officer or employee of Congress or an  
employee of a Member of Congress in  
connection with this agreement, the  
undersigned shall complete and submit  
Standard Form-LLL, "Disclosure Form to  
Report Lobbying", in accordance with its  
instructions.

This certification is a material representation of  
fact upon which reliance was placed when this  
transaction was made or entered into.  
Submission of this certification is a prerequisite  
for making or entering into this transaction  
imposed by Section 1352, Title 31, U. S. Code.  
Any person who fails to file the required

**EXHIBIT D**  
**Federal Funding Accountability and Transparency Act (FFATA)**  
**Subaward Reporting**

(For purposes of this Exhibit, references to “your organization” shall mean “Recipient”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

**Legal entity name:**

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**Data Universal Number System (DUNS) number:**

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**Executive compensation**

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes  No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.

- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes  No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.

Provide link here:

If “no,” provide compensation information below.

**Names and annual compensation amounts of the five most highly compensated executives:**

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

**Business entity contact information (person completing form):**

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Type name	Title	Date
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Return completed form to: Alice Bibler, Program and Funding Services Manager; Oregon Department of Transportation; 555 13<sup>th</sup> Street NE; Salem, OR 97301; [Alice.Bibler@odot.state.or.us](mailto:Alice.Bibler@odot.state.or.us)

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**Background on FFATA requirements**

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is [www.USASpending.gov](http://www.USASpending.gov).

**Definition of compensation**

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at:  
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

**If you have any questions, contact:**

Alice Bibler  
Program and Funding Services Manager  
Oregon Department of Transportation  
555 13th Street NE  
Salem, OR 97301  
[Alice.Bibler@odot.state.or.us](mailto:Alice.Bibler@odot.state.or.us)  
Telephone: 503-986-3880

**EXHIBIT E**  
**Subagreement Insurance Requirements**

**1. GENERAL.**

- a. 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, (each a “Contractor”) 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.
- b. The insurance specified below is a minimum requirement that the Contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the Contractor(s) to require that all of its subcontractors carry insurance coverage that the Contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

**2. TYPES AND AMOUNTS.**

**a. WORKERS COMPENSATION.**

All employers, including a 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. Each **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

**b. 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  \$2,000,000  \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than  \$2,000,000  \$4,000,000  \$10,000,000.

**c. 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 damage. 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  \$2,000,000  \$5,000,000.

**d. EXCESS/UMBRELLA LIABILITY.**

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

**e. ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must endorse 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.

**f. “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.

**3. 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.**

**4. 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 Subagreement. The certificate(s) or an attached endorsement must endorse: i) **“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 in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation/Employer’s Liability.



ODOT/Recipient  
Agreement No. 73000-00006083

**EXHIBIT F - RESERVED**

Date: May 19, 2022

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.b ODOT Rural Veterans Healthcare Transportation Grant Approval

This Agreement is for funding of the Enhanced Veterans Healthcare Transportation program that we operate.

This program is to assist local veterans in Clatsop County with their access to healthcare within Clatsop County and also to the VA in Portland. This program utilizes veteran volunteers to drive the clients to their appointments, and we use our Ride Assist vehicles when necessary. Jason will provide outreach efforts to local veterans so they understand how they can use our system for transportation.

Staff is recommending that a motion be made to approve ODOT agreement # 35349 and authorize the Board Chair to sign it.

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 **February 1, 2022** 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**

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 an amount not to exceed **\$40,000.00** (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. 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](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
  - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant 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](mailto: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.
  - 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 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 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](mailto: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 (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
  - i. 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. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- 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, if:
  - 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. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **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.i. 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. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **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 Rail and Public Transit Division Administrator.

**SIGNATURE PAGE TO FOLLOW**

**Sunset Empire Transportation District**, by and through its Board of Commissioners

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

Name Debbie Boothe-Schmidt  
(printed)

Date 5/26/22

By N/A

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

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By N/A  
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 05/18/2022

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: RVHT Sunset Empire Transportation District 35349</b>				
<i>SETD will develop relationships with local transportation providers, including DAV, to help facilitate better access to local medical appointments for local disabled Veterans and travel training materials to further those relationships.</i>				
<b>P-21-1807-01 Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$40,000.00	\$40,000.00	\$0.00	
<b>Sub Total</b>	\$40,000.00	\$40,000.00	\$0.00	
<b>Grand Total</b>	<b>\$40,000.00</b>	<b>\$40,000.00</b>	<b>\$0.00</b>	

**1. BACKGROUND**

*The Rural Veterans Healthcare Transportation (RVHT) Grant Program was created through a partnership with Oregon Department of Veterans' Affairs (ODVA). RVHT provides free rides to veterans residing in rural areas who are seeking access to healthcare and health related goods and services. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of RVHT and its associated reporting requirements.*

*Mobility management is an approach for managing and delivering coordinated transportation services to customers, including seniors, people with disabilities, and individuals with lower incomes. Mobility management focuses on meeting individual customer needs through a wide range of transportation options and service providers. It also focuses on coordinating these services and providers to achieve a more efficient transportation service delivery system.*

*Mobility managers serve as policy coordinators, operations service brokers, and customer travel navigators. As policy coordinators, mobility managers help communities develop coordination plans, programs, and policies, and build local partnerships. They also work to promote land-use policies that favor transit-oriented development, public transportation, and pedestrian access. As brokers, they coordinate transportation services among all customer groups, service providers, and funding agencies. And, as travel navigators, they work with human service agencies and/or workforce centers that coordinate the travel and trip planning needs of individuals who receive human service program assistance.*

*Mobility management activities eligible for funding include:*

- *Operating transportation brokerages to coordinate service providers, funding resources, and customer needs;*
- *Coordinating transportation services for seniors, individuals with disabilities, and individuals with low incomes;*
- *Supporting local partnerships that coordinate transportation services;*
- *Implementation of coordination plans;*
- *Providing travel training and trip planning activities for customers;*
- *Developing and operating traveler call centers to coordinate travel information, manage eligibility requirements, and arrange customer travel; and*
- *Planning and implementing the acquisition of intelligent transportation technologies to operate a coordinated system.*

**2. PROJECT DESCRIPTION**

*This Agreement provides funding to provide travel orientation and associated services to veterans seeking healthcare that improves the reach, efficiency, and affordability of public transportation services.*

*Mobility management projects include 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 agencies and increase service options that would not otherwise be available.*

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

### **3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Recipient will provide education to veteran services providers, healthcare providers, state and county services, and other organizations and support events to attract veterans to educate them on transit services.*

*TASK ONE: Veterans Enhanced Transportation Program - Provider will enhance veterans' medical transportation services by increasing in-District trip capacity from 5 trips/week to 7 ambulatory trips every week. Provider will add wheelchair transportation on Tuesday and Fridays through local wheelchair provider relationships to the Veteran's Hospital in Portland.*

*Provider will work with County Veterans Services Officer (VSO) to build RVHT awareness through local events. Provider will promote RVHT service and educate veterans on how to use them proficiently via its existing call center and mobility management programs.*

*Estimated Completion Date: June 30, 2023  
Estimated Cost: \$40,000*

#### **PROJECT PERFORMANCE MEASURES**

*The following measure(s) are established to evaluate the effectiveness of the project:*

*Outreach Events: 1  
Veterans Contacted and Informed about RVHT: 225  
Veterans Ride Coached: 75  
Veterans Travel Trained: 6  
Veteran Rides Served: 391  
Veteran Miles Served: 13,766  
Veteran Hours Served: 401*

*For the purposes of this agreement, Outreach Events are planned engagement by Provider's staff with the public (or directly with groups of veterans and/or their support service providers) where an awareness of RVHT services is promoted. Veterans Contacted and Informed is an unduplicated count. Ride Coaching is defined as educating a veteran (or group of veterans) on the basic information needed to successfully make use of services offered by the Provider and its partners under the RVHT program. Travel Training is defined as the hands-on assistance of Provider's staff (or volunteers, or partners) to assist a veteran (or group of veterans) with using services offered by the Provider and its partners under the RVHT program. Veteran Rides Served, Miles Served, and Hours Service are cumulative - not unduplicated - outcomes of the RVHT investment(s).*

### **4. PROJECT ACCOUNTING and MATCHING FUNDING**

*Eligible mobility management expenses are administrative or planning costs to develop new projects and do not include capital costs other than durable equipment, supplies, or the cost of operating public transportation services.*

*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 vendor charges. In-house charges must be documented showing time specifically associated with the project.*

*Recipient will submit a quarterly narrative progress report and a fiscal report in addition to the regular quarterly report required by State. This report will be attached to the quarterly agency periodic report. 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*
- d. The percentage of completion.*

*Task costs will specify labor and 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.*

*In addition to the foregoing, Recipient shall submit a Cognito Forms based report provided by State on a quarterly basis as a condition of reimbursement. Upon submission, Cognito Forms emails a confirmation copy to Provider for attachment to the Reimbursement Request in the Oregon Public Transit Information System (OPTIS).*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<p><b>State Program</b>          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><b>State Funding Agency</b>          Oregon Department of          Transportation          355 Capitol St. N.E.          Salem, OR 97301-3871</p>		<p><b>Total State Funding</b>  <b>\$40,000.00</b></p>
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<p><b>Administered By</b>          Public Transportation Division          555 13th Street NE          Salem, OR 97301-4179</p>
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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). **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: May 19, 2022

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.c CTAA Emerging Leader Academy Project Presentation

Jennifer has been a part of the Emerging Leader Academy through CTAA and is going to present her project to the Board. She did a great job presenting it to her class at the CTAA Expo in Louisville and also presented it to the Team this week.

She looks forward to the presentation and will be happy to answer your questions about the project and its impacts.

Executive Director Report  
 May Board Meeting  
 Jeff Hazen

-Ridership

We were down 18% in ridership for April are down 8% YTD. This was due to the cuts in service that occurred in September due to the driver shortage we are experiencing. I anticipate that we will end the fiscal year 10% down in ridership.

	April		
	TY	LY	
10	2,186	2,041	7%
11	0	0	#DIV/0!
12	0	0	#DIV/0!
13	0	154	-100%
15	778	1,206	-35%
16	191	225	-15%
17	0	0	#DIV/0!
20	1,377	1,749	-21%
21	0	230	-100%
101A	2,242	2,949	-24%
101B	2,130	2,827	-25%
101 Total	4,372	5,776	-24%
LCC	660	599	10%
PC	1,036	873	19%
SC	0	0	#DIV/0!
Total	10,600	12,853	-18%
YTD	109,461	119,339	-8%

-Retirement/Promotion

This will be Paul's last Board meeting as our COO. Five years ago, I called Paul and asked him to be our interim operations manager while we recruited for a new operations manager. He graciously agreed to help us out. After he got in the role, he realized he was really enjoying and let me know that he would like to take it on fulltime. I can't express enough the impact that he has had on the District. He really set the tone for a positive vibe in operations while at the same time, instilling accountability amongst the staff. His focus on technology has had a very solid impact on the District. He has always been willing to take on the challenges before him. I can't express enough the gratitude I have for the leadership he has provided for the District. We will miss him tremendously on popcorn Fridays and our barbeques!

I'm very pleased that Jennifer was willing to take on new responsibilities and spend the last year working alongside Paul as our Deputy Operations Officer in anticipation of stepping into the

COO role when Paul was ready to retire. Her abilities can't be understated. I knew early on, when she came to us as a bus driver, that she was someone that I wanted to see grow with us and develop into a leader. She has not disappointed, and she was promoted to COO on May 1<sup>st</sup>. I'm excited for what the future holds for her and how she will continue to improve our operation!

#### -Bus Stop Concern

The City of Astoria is fine with the bus pullout that we have in Uniontown.

#### -CTAA Expo

Jason, Jennifer and I spent the week of May 9<sup>th</sup> in Louisville, KY. It was very well attended with over 800 people registered for it. There was a wide variety of workshops available, and the ones I attended included tips for recruiting transit drivers, lessons from COVID-19 response, mobility on demand among others. I was hopeful that Jennifer and I could check out some vehicle air purification systems at the tradeshow, unfortunately there weren't any vendors at the show for them. I talked with bus vendors about bus delivery delays, and also discussed the issues we had on our low floor buses. As a member of the Bus Rodeo planning committee, we set up the Rodeo course on Friday in preparation for the competition on Saturday. Jennifer and Jason joined us on Saturday and were judges on the course. We had around 55 drivers from across the nation competing. I consider it an honor to participate in the Rodeo, it is great to recognize the skills and talent that drivers have. It's a super big deal for them and they take it very seriously!

#### 2021-2023 SETD Priorities

##### **Priority One**

- Benchmark and track services
  - Ridership Increases & Decreases from previous year **Goal is double digit increases. March (18%) YTD (8%)**
    - Services to underserved areas of Clatsop County
    - Expansion of routes/frequency planned prior to pandemic **On hold until more drivers can be hired**
  - On-time performance/service reliability **March performance: SETD 69%, TCTD 57.5%, Lincoln County 56.4%. Last year, we were at 56.7%**
    - Schedule adjustments **Updated to be more relevant**
      - Congestion
      - Construction
    - Summer schedules **Put into place on several routes**
    - Reliability for workforce transportation
    - Use of technology to improve service **Tablets have been installed, and we have received positive feedback from the drivers!**
  - Fleet reliability
- Update SETD Emergency Plan
  - SETD Emergency Operation Plan

- Backup communications
    - Access to fuel
  - Strategic plan to integrate with Clatsop County Emergency Plan
    - Disaster planning
- Employee Recruitment/Retention **Working on a returning citizen program, substantial increase in wages for drivers.**
  - Diversity of staff
  - Robust recruitment platform
  - Increase applicant pool **New online application**
  - Track turnover rate
  - Training for advancement **Jennifer has completed training and is now Chief Operating Officer**
- Facility Investment
  - Protecting investment
    - Plan for moving Operations facility out of tsunami inundation zone
  - Added space for fleet expansion and conversion to alternative fuels
  - Bus shelter amenities/access
    - Lighting
    - Accessibility
    - Locations to advance multimodal integration
    - Flag-stop evaluation/signage **Added new stop on eastbound Marine Dr. in the Uniontown area of Astoria. New signs have been designed and are being installed, see the sign at the bottom of this report**
  - Cleanliness of buses, shelters and facilities **Germ Fogger equipment now in use**

## **Priority Two**

- Outreach/Marketing
  - Marketing Plan **Received grant to develop plan**
  - Refresh branding/signage
  - Outreach and Materials available in Spanish **Continue to do**
  - Lower Columbia Connector marketing plan
  - Information availability in appropriate locations
  - Website Enhancements **New trip planner in place**
  - Story telling with outreach and website
  - Reduce miles traveled by cars

## **Priority Three**

- Travel Training Center
  - Plan for integrating with relocated operations facility



May 2022, Operations

Jennifer Geisler

Operations has received the vin numbers for the two freightliner buses that were ordered for the Lower Columbia Connector. They are in production, and we possibly will see them by the end of this calendar year. Paul reported last month that a grant application was submitted for two additional remanufactured 35' Gillig buses. I am happy to report that SETD received notice last week from the Public Transportation Division of the award. The next step in obtaining the two buses is to submit a request for quote for the buses. Bluebird bus 75 will be delivered in the next week to Baker Technical Institute located in Baker City Oregon, in favor of the Returning Citizen Program. We currently have one of the Gillig buses down for an extended period of time due to the worldwide parts shortage.

I continue to meet weekly with the four driver supervisors and shop supervisor on daily operations, county, state and city road construction projects, route improvements, driver interest, trainings, and each of their projects. The weekly meetings have helped in communication between the supervisors and the three departments, fixed route, Ride Assist and the mechanic shop.

We had an all staff meeting on Friday April 29<sup>th</sup> with a BBQ and cake. I want to extend a thank you to the board members that attended the BBQ and lunch. Alex in the maintenance department was awarded Employee of the Quarter. We celebrated the signing of the ATU and SETD union contract. Sue HR Manager, shared about insurance changes and open enrollment and Larry Paratransit Supervisor, recognized Transportation Specialist Cheryl and her hard work and quick learning for daily job duties.

The Ride Assist department took part in a weeklong training session for the new version, Evolution, of the auto-scheduling software Ecolane. The first four days were virtual two-hour sessions on the changes within the scheduling and dispatching program. The fifth day was a "Go Live" day with assistance from the Ecolane trainer as questions arose during the day. SETD has used Ecolane and driver tablets since August 2018 for all scheduling and dispatching for the curb-to-curb services that SETD provides. The training was to help with the system changes.

Due to staff shortage, we have had to close the Seaside office numerous days in the last month. We hope to have the open position for Transportation Specialist filled soon. Staff have been amazing in covering and helping each other while being shorthanded.

I attended the Community Transportation of Association of America (CTAA) conference last week in Louisville Kentucky. I attended the final class for the Emerging Leaders of America (ELA) and presented my class project and was presented at graduation with a plaque. I also attended classes that covered the new training documentation requirements through Federal Motor Carriers Safety Administration (FMCSA), recruitment, retention, and workforce development, understanding and working with the Transit Asset Management (TAM) report, employee morale and information on-demand transit. The conference was a wealth of information, and I had the pleasure of meeting new people and reconnecting with others.

- In April, 12 individuals needed access to our various forms of travel training. All trainees were above 50. 6 riders were from South County, four were from the Warrenton area, and two were from the Astoria area. All twelve received training in reading a schedule, paying the fare, and boarding the bus. The learners were then shown how to identify when their stop was coming and alert the bus operator when their stop was coming up. I went on five trip assessments and provided technical training on-site at various bus stops for two others. I was able to provide support virtually by phone and suggested online videos from our YouTube page targeting their specific needs. All learners told me they had watched the online training and that it had been helpful.
- We provided ten trips in April to Veterans needing transportation assistance. The VETP transported 9 Veterans to local services and one to an appointment at the Portland VA. The DAV van that assists in getting our Veterans to Portland is still struggling to find drivers. There have been several trips that they have accomplished this month. I have been working with the local VSO to plan a video project that I hope to complete in the month of June. Mary Parker has been an enormous resource to the VETP by completing various public communications on social media and local publications regarding the need for Volunteer drivers. We still need drivers. Please forward my contact information to any potential drivers: [jason@ridethebus.org](mailto:jason@ridethebus.org) or 503-861-5361. Thank you.
- For 1, it takes 1. There are roughly 17 Veterans and active personnel in America who commit suicide each day. Our Veteran's Enhanced Transportation Program (VETP) helps Veterans get to medical services; we believe at least one individual is in crisis every day in Clatsop County. We have the opportunity to be there for them potentially. **[www.veteranscrisisline.net](http://www.veteranscrisisline.net), Call 1-800-273-8255 and Press 1, Text 838255**
- Kathy and I continue in our efforts to educate our District as well as surrounding Districts on public transportation. We continue in our weekly talk show called Transportation Talk. However, We have started producing shows that allow us more creative avenues to display information more concisely and easy to understand. This talk show continues to be an excellent way to reach out to the community every week, and I encourage each of you reading this to watch our talk show and to like, share, and subscribe to our YouTube and Facebook pages.
- The Travel Training videos located on our YouTube page (Sunset Empire Transportation District) have continued to be a source of help for people every month. Viewership increased slightly in April by 30. Though the travel training videos are robust, we strongly encourage people to call or visit us for further, more defined one-on-one travel training. Please go and watch our videos, like, share and subscribe if you have not already. Thank you.



Transportation Options  
May 2022 Report to Board  
Kathy Kleczek

May has been a busy month of in person and virtual meetings. It is exciting to be back to seeing people outside of the squares on the screen and good to be able to continue to connect with folks further away when driving doesn't make sense. Virtual meeting attendance or work is a valuable way to reduce miles traveled in a vehicle.

The Seaside Safe Routes to School Draft plan was released in April. After bringing it up at an SETD Board meeting a request for a Spanish translation was made. The executive summary was translated and distributed through the Seaside School District and NW Transportation Options. We are still waiting on the final report from the consultants regarding the public feedback on the draft plan. The city of Seaside did apply for SRTS Construction grant to assist in executing some of the draft plan suggestions.

The City of Cannon Beach has been going through the process of a Transportation System Plan. It is the first time Cannon Beach has undertaken a TSP. It has been interesting to participate in and assist in the learning process. The consultants and the city staff have done a detailed job at preparing and customizing a plan for the City of Cannon Beach. Transportation Options and Transit are parts of the vision for the future of the transportation system in Cannon Beach. They are also looking at electric vehicle charging stations to improve access for EV Car owners to the coast. The phrase "park once" is an idea I can get behind.

The North Coast Tourism Management Network- Transportation Options group has been working on rack cards to promote Car-Free travel to and around the North Coast Region. Finally, we are close to having a product to release, just in time for summer travel season. There will be 5 individual city cards -Astoria-Seaside-Cannon Beach-Manzanita-Pacific City, and a regional card. They will have a cohesive look and have specific information to each city that is as "evergreen" as possible. Each card will have a QR code that will lead people to a website with more detailed information, that can be changed and updated as time goes on. There will also be a digital version of the information that can be used to send out to prospective guest when they are making plans to visit.

**Transportation Talk** show is an important form of outreach. We continue to have a good audience and reception of the topics we cover. We appreciate the feedback we get from you and the community we serve. Thank you for helping us get the word out.

### **Social Media-Get There Oregon**

- Post ODOT road condition/construction updates-be prepared for construction project delays
- Live Facebook talks with Jason check out the [Jennifer and Paul interview!](#)
- Participating in Cannon Beach TSP and outreach

### **Conference/Education/Meetings**

- CEDR/SBA Job Fair
- Attended City and County meetings to stay informed and involved in planning to keeping TO at the table
- Participating in OTP advisory group on Mobility and Accessibility, and DEQ Rulemaking
- Vanpool organization meetings
- Leading Transportation Options Group for NCTMN- encourage stewardship of the Region and its resources
- Participating in National ImpACT Leadership program by the Association for Commuter Transportation

### **Safe Routes To School**

- Starting School-pool conversations with regional schools
- Outreach and aided public comment on SRTS Draft Plan Seaside School District



## **Marketing, Outreach and Education**

### **May 2022 Board Report**

#### **Mary Parker**

#### **OUTREACH and ANNOUNCEMENTS-**

- ❖ I have continued working on the SDIS Best Practices program. Set up Board Evaluation following the July 2022 Board Meeting.
- ❖ Attended the April SETD all staff meeting BBQ and employee award presentation.
- ❖ I have been implementing the outreach plan for recruiting volunteer veteran drivers for the Veterans Transportation Program. Have placed ads in the Seaside and Astoria paper and placed public announcements on local radio stations. Sent poster and information to local service organizations. Ordered and received double sided business cards. Will distribute posters and business card holders to local services and businesses.
- ❖ Prepared outreach posters announcing the temporary closure of the Seaside Transit Office May 13, 16 and 17<sup>th</sup> and posted them in shelters
- ❖ Prepared April Board Minutes for May Board Meeting Packet
- ❖ Prepared public notice for the May 6<sup>th</sup> SETD Budget Training
- ❖ Prepared and sent notifications, Budget Document, and meeting reminders to Budget Committee
- ❖ Prepared required public notice and Legal Ad for the SETD May 18<sup>th</sup> and May 25<sup>th</sup> Budget Meetings
- ❖ Prepped and distributed Public Announcements for May Board Meeting
- ❖ Prepared and posted the Employee of the Quarter Announcement
- ❖ Prepared and posted Job Announcements in English and Spanish for Mechanic/Maintenance Tech, Transportation Support Specialist and Fixed Route Bus Driver
- ❖ Ordered SETD outreach materials
- ❖ Attended the Job Fair at Clatsop County Fairgrounds

**Human Resources  
April 2022 Board Report  
Sue Farmer, Human Resources Manager**

**MEETINGS/TRAININGS ATTENDED:**

- SDAO Risk Management - Management/Operations: Accident Investigation/Reporting
- LCHRMA Workplace Investigations
- SDAO Risk Management Series: Back to Basics and Current Hot Topics
- State of Oregon Paid Family Medical Leave Insurance
- Attended Tongue Point Job Corp Workforce Council Meeting

**ACTIONS:**

- Revised job postings for the Transportation Specialist, Bus Driver and Mechanic with new wage rates and distributed.
- Prepared for and attended the Job Fair at the Clatsop County Fairground held on Wednesday, May 11, 2022 with Mary Parker, and Matt Jensen. Approximately 700 students from high schools throughout Clatsop and Pacific counties were in attendance. Students were engaging and showed interest in our booth and the positions we have available. The afternoon session from 1pm to 3:30pm was quiet with few college students and the general public attending.
- Prepared documents needed for the Executive Director's evaluation held during Executive Session and at the regular April 28<sup>th</sup> Board Meeting.
- Assisted in the preparation of the All-Staff Bar BQ and mandatory meeting held on Friday, April 29<sup>th</sup>.
- Provided health benefits Open Enrollment materials to staff at the BBQ meeting.
- Reviewed non-represented salary increases with the Executive Director and completed payroll change notices for all employees.
- Conducted 7 interviews. 4 interviews for Transportation Support Specialist (none hired). 1 for interview for Bus Driver. Hired Patrick Preston who is currently taking his test for his CDL B permit. 2 Interviews for the Mechanic/Maintenance position. Hired Nate VanDyke who will join us in a few weeks.
- Getting closer to completing the draft of the updated personnel policies.
- Prepared the agenda and minutes for the Safety Committee meeting on Wednesday, April 27, 2022.
- Prepared the monthly ODOT Covid-19 report.
- Prepared templates for evaluations due in May and sent them to the appropriate supervisor/manager. Processed annual pay increases as required.
- Sent monthly notices to drivers regarding upcoming renewals of CDL's and Medical Certifications.
- Processed the monthly Union Report with a list of all employees eligible for Union membership.

**NEW EMPLOYEE ORIENTATIONS:**

**None**

**HIGHLIGHTS**

**Hired 3 new drivers!**

**WORKPLACE DEMOGRAPHICS:**

<b>Male</b>	<b>25</b>
<b>Female</b>	<b>15</b>
<b>Hispanic/Latino</b>	<b>2</b>
<b>White</b>	<b>36</b>
<b>Two or More Races</b>	<b>2</b>

Updated: 5-17--2022