



Sunset Empire Transportation District
BOARD OF COMMISSIONERS
JULY BOARD MEETING AGENDA
JULY 24, 2025 10:00 AM
900 MARINE DR, ASTORIA, OR

USE THIS TO JOIN THE MEETING

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Meeting ID: 293 684 515 747

Passcode: xv7Xr2AT

BOARD

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. SWEARING IN
5. CHANGES TO AGENDA
6. PUBLIC COMMENT (3-minute limit)
7. ELECTION OF OFFICERS
8. APPROVAL OF BANK SIGNERS
9. COMMITTEE ASSIGNMENTS
 - a. Transportation Advisory Committee
 - b. Northwest Area Commission on Transportation
10. APPROVAL OF JUNE 26TH MINUTES
11. REPORTS FROM CHAIR AND COMMISSIONERS
12. CONTINUED BUSINESS
13. NEW BUSINESS
14. CORRESPONDENCE

CONSENT

15. CONSENT
 - a. 5311 Grant
 - b. 5310 Grant
 - c. STIF Agreements

SETD

16. EXECUTIVE DIRECTOR REPORT
17. FINANCIAL REPORTS
18. PARATRANSIT PLAN UPDATES
19. RURAL TRANSIT DAY VIDEO
20. ADJOURNMENT

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST
2025

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION
ACT	OFFICIALS 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
2025

IGA	INTERGOVERNMENTAL AGREEMENT
IJA	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
NCTMN	NORTH COAST TOURISM MANAGEMENT NETWORK
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

SUNSET EMPIRE TRANSPORTATION
DISTRICT COMMONLY USED ACRONYM LIST
2025

PM	PREVENTATIVE MAINTENANCE
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
SUN	SMALL URBAN NETWORK
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
RESOLUTION 2025-03
Lewis and Clark Bank
Updated Signing Authority

MOTION OF ADOPTION:

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SUNSET EMPIRE TRANSPORTATION DISTRICT THAT THE FOLLOWING CHANGES TO SIGNING AUTHORITY ARE APPROVED.

Approve that Executive Director Davie Carr has signing authority.

Approve that Rebecca Read be cancelled from having signing authority.

Approve Board Chair _____ has signing authority.

Approve Sec Treasure _____ has signing authority

Approve Vice Chair _____ has signing authority

Remove of Board Chair _____ as a signer

Remove of Secretary Treasurer _____ as a signer

Remove of Vice Chair _____ as a signer

Leave Jennifer Geisler as a signer.

Name	Aye	No	Absent
Commissioner Boothe-Schmidt			
Commissioner Romero			
Commissioner MacDonald			
Commissioner Montero			
Commissioner Kleczek			
Commissioner Lewicki			
Commissioner Alegria			

PASSED BY A MAJORITY OF THE BOARD OF COMMISSIONERS WITH A QUORUM IN ATTENDANCE THIS
_____ DAY OF _____ 2025.

By _____

Title: Board Chair

ATTEST:

By: _____

Title: Secretary/Treasurer



**Sunset Empire Transportation District
Board of Commissioners
June 26, 2025
Draft Board Meeting/Budget Hearing Minutes**

1. CALL TO ORDER: Chair Rebecca Read called the meeting to order at 10:00 AM.
2. PLEDGE OF ALLEGIANCE-
3. ROLL CALL: Chair Rebecca Read, Secretary/Treasurer Paul Lewicki, Commissioner Debbie Boothe-Schmidt, Commissioner Pamela Alegria, Commissioner Charles Withers, Commissioner Guillermo Romero and Commissioner Tracy MacDonald attended by phone.

Staff- Interim Executive Director Debbie Boothe-Schmidt, Executive Assistant Mary Parker, Finance Officer Kelly Smith, Mobility Manager Jason Jones, Human Resources Manager Maday Ross

4. CHANGES TO AGENDA (01:27) – None

5. PUBLIC COMMENT:

1. Tita Montero SETD Budget Committee member and newly elected SETD Board member commented that she has served on the Seaside City Council, the Seaside budget Committee, the Clatsop County Budget Committee and the Union Health District budget committee and to which she has been elected to serve and over the years has served on several nonprofit boards and budget committees as well as the League of Oregon Cities. Tita expressed her deep concern about the SETD FY25-26 budget which she had voted against at the May 22nd budget committee meeting. Following that meeting Tita said the committee received an email from the budget officer saying that she discussed the FY26 contingency funds with the auditor and he had confirmed that the fund needed to be reflected in the budget as an existing resource and an expenditure under contingency and another budget meeting would need to approve the changes. Tita said a revised budget showing almost a million dollars more as the beginning cash on hand was sent to the budget committee and a meeting set for June 12th. Tita said she sent an email asking more questions on June 10th and did not receive a response. Tita said the budget committee then received an email saying that the budget committee formally approved the FY 25-26 budget on May 22nd with the inclusion of the footnotes pertaining to the contingency funds being added and that the auditor had been contacted who confirmed the footnotes and budget documents are appropriate and there was no need for another meeting. Tita said the May 22nd budget is what is before the board today and there are no footnotes included. Tita said she had shared all her correspondence with the SETD board and budget committee and also contacted several experts in Oregon budget law to review the budget. Tita said all expressed their concern regarding methodology, possible errors in computation and presentation, concerns about the statement of beginning fund balances, accounting of restricted funds, treatment and reporting of fund transfers and ending fund balances and contingencies.

Tita said she was aware of the June 30 budget adoption deadline and suggested that in adopting this budget the board commit to a total review and any necessary re-work or restatement needed within the next quarter. Tita said she would not be fulfilling her fiduciary responsibilities if she did not continue to bring her concerns to the board and asked that the board do the right thing and approve a motion committing the executive director and board to an expeditious informed review of the budget. Tita said she wanted to leave the board with two final words: transparency and trust. Please see a copy of Tita's entire presentation under Correspondence.

2. Kathy Kleczek, newly elected SETD board member, said she echoed everything that Tita had said in her statement. Kathy also said it is the board's fiduciary responsibility to have an accurate budget. Kathy also requested that there be a complete review of SETD's finances and budget in the first quarter of the fiscal year.

6. BUDGET HEARING- Chair Read opened the 2025-2026 Budget Hearing

Commissioner Lewicki moved to approve the SETD 2025-2026 Budget of \$4,921,191 with an additional \$933,326 contingency fund in a separate account as has been recommended for approval to the board by the SETD 2025-2026 Budget Committee.
Commissioner Boothe-Schmidt seconded the motion.

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

Aye 7
Nay 0
Motion passed.

Commissioner Lewicki moved to approve and adopt property taxes for the 2025-2026 fiscal year at the rate of 16.2 cents per \$1,000 of assessed value for the permanent tax levy as approved and recommended by the SETD 2025-2026 Budget Committee
Commissioner Boothe-Schmidt seconded the motion.
Discussion-

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

Aye 7
Nay 0
Motion passed.

Commissioner Lewicki moved to approve Resolution 2025-03 approving the 2025-2026 SETD Budget and imposing the taxes provided for at the rate of 16.2 cents per \$1000 assessed value and that the SETD Executive Director will certify the imposed taxes made by filing a copy of the adopted budget with the Clatsop County assessor by July 15, 2025
Commissioner Romero seconded the motion.
Discussion-

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

Aye 7
Nay 0
Motion passed.

7. APPROVAL OF MAY 13, 2025, AND MAY 22, 2025, BOARD MINUTES-

Commissioner MacDonald moved to approve May 13th and May 22nd Board Meeting Minutes
Commissioner Withers seconded the motion.
Discussion-None

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

Aye 6

Nay 0

Excused 1

Motion passed

8. COMMISSIONER REPORTS- Commissioner Lewicki explained he had another meeting he needed to attend and asked to be excused. Interim Board Chair Read gave a special thanks to staff for working so hard on all of the projects that we have underway and said we have a solid budget, new buses, HR is doing well, and we are serving the community with travel training for our riders. Read said this was her last meeting and she said she had enjoyed working with all in serving the community. Read gave best wishes to the new board members and to the new director who we are so excited about having you here next week to launch the beginning of the new year. Read thanked everyone for the opportunity to serve. Commissioner Alegria thanked Rebecca for her excellent leadership and said she would miss her. Commissioner Romaro said he had been in Nepal and did a very difficult trek while there. Commissioner Withers said he had come here from Virginia seven years ago and said he had lived a life of service having 30 plus years in community action and service on top of working and raising a child. Commissioner Withers congratulated Kathy Kleczek on running the campaign and said he wishes her the best of luck. Commissioner Withers said there is an outstanding staff here. We pulled it through a rough time here I guess like the Pheonix rising out of the ashes. Commissioner Wither thanked everyone and said he is always available to chat or talk with anybody that needs help. Commissioner Wither's said he wanted to thank the staff for recognizing Rosa Park's Day because he had experienced that when he was young and it means a lot that SETD recognizes that day. Commissioner MacDonald thanked everyone for their work on the budget he ne said he looks forward to a positive and collaborative effort with all board members. Interim Executive Director Boothe-Schmidt said she would like to extend her appreciation to all for your dedicated efforts over the past year two years. Boothe-Schmidt said two years ago we were just coming back from the shutdown and Paul was the Interim Director. Boothe-Schmidt said we had our loan secured, we were bringing back drivers and other staff and working on getting our routes up the best we could, and the board was concentrating on training so that we could do our jobs better and keep our buses on the road. Boothe-Schmidt said at this time we have secure funding, a contingency fund and 4 new buses on the way and a new director ready to start. Boothe-Schmidt extended a special thanks to Rebecca and Charle as this is your last meeting am grateful to have worked with both of you. Boothe-Schmidt also thanked the staff for their hard work to get us where we are at today and are the heart and soul of SETD. Boothe-Shmidt said she is looking forward not backward to what this board can accomplish in the next few years.

9. FINANCIAL REPORT- (17:30) Kelly thanked Rebecca and Charles for being on the board and said she had learned a lot from them and appreciated their service and hoped they would stop by and say hi. Kelly said on the financials on the dashboard under reimbursements she had highlighted page 10. Kelly said we had submitted our requests for reimbursements on May 19th and in the last 3 quarters we have received our reimbursements for 5310 and 5311 in the same deposit from ODOT but this time we did not. Kelly said she had reached out to Arla. Kelly said there is not a lot of information about 5310 being released at this time but it is her understanding that everybody's reimbursements are being held at this time. Kelly said she does not have any significant information on it, but she says there's a situation and there is supposed to be a memo coming out. Kelly said she had not seen a memo, or any information, so she will let the board know in July what that looks like. Kelly said she just wanted the Board to be well aware that the 5310 reimbursements were as expected. Chair Read asked to have the financials entered into the record.

10. CONTINUED BUSINESS-

- a. REVIEW OF BIDS RECEIVED FOR CONSTRUCTION OF HR OFFICE AT TRANSIT CENTER- Interim Executive Director Debbie Boothe-Schmidt reviewed the plan to construct a Human Resources office at the Transit Center. The existing Human Resources office in Warrenton will become a second office for the Executive Director and be used as a staff training office. Debbie reviewed the estimates received from Highwater Construction and Wheatley Construction and recommended the approval of the estimate submitted by Highwater Construction

Commissioner Withers moved to approve the estimate submitted by Highwater Construction

Commissioner Romero seconded the motion.

Discussion-None

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

Aye 7

Nay 0

Motion passed.

- b. NW NAVIGATOR AGREEMENT RENEWAL- Interim Director Debbie Boothe-Schmidt reviewed the new Master Services Agreement that NW Navigator has submitted to SETD. The agreement sets the terms governing the relationship between SETD and NW Navigator. Debbie said the agreement is basically the same as the previous agreement.

Commissioner Alegria moved to approve the agreement and have the board chair sign.

Commissioner Romero seconded the motion.

Discussion- None

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

Aye 7

Nay 0

Motion passed.

11. CORRESPONDENCE-

12. EXECUTIVE DIRECTOR REPORT- (27:15) Report included in Board Pack

13. LEADERSHIP TEAM REPORTS- Reports included in Board Pack

14. ADJOURNMENT- Chair Read adjourned the meeting at 11:45 AM

Secretary/Treasurer Paul Lewicki

Mary Parker, Recording Secretary

CORRESPONDENCE

Email sent to Mary Parker on May 26, 2025

Mary

Here are my comments for the minutes

Tita Montero

My name is Tita Montero. I have served on the SETD budget committee for 8 years and have now been elected to serve on the SETD board effective next month. In addition, I have served as a Seaside City Councilor and on Seaside's budget committee for 15 years as well as 5 years on the Clatsop county budget committee, and 2 years on the Union Health District budget committee to which board I have also been recently both appointed and elected. Over the years I have also served on the boards and budget committees of many nonprofits within our county as well as the League of Oregon Cities.

I stand here to continue to express my deep concern regarding SETD's FY25-26 budget which you are looking to adopt today. I first expressed that concern by voting against passage of the budget at the SETD budget committee meeting on May 22nd.

Subsequently, the budget committee received email from the budget office stating: *"I spoke with our auditor regarding the contingency funds for FY26. He confirmed that we need to reflect the funds in our budget as both an existing resource (available cash on hand) and an expenditure under contingency. Based on this, we will need to hold another budget meeting to approve the change."* Budget committee members then received a revised budget – which caused me even greater concern- showing almost a million dollars more as beginning cash on hand for FY25-26, and setting a budget committee meeting for June 12th.

On 6/10 I sent an email with my questions regarding this revised budget. Those concerns were not responded to; instead, the June 12 meeting was cancelled with the explanation: *"The budget committee formally approved the proposed SETD 2025-2026 budget at the last budget meeting on May 22, 2025, with the inclusion of the footnotes pertaining to the contingency funds being added to the budget document. There was also discussion and recommendation that I contact the SETD auditor for approval of agreed upon foot notes for the contingency funds. I confirmed with our auditor today that the foot notes and budget documents are appropriate and there is no need to have another budget meeting"*

The May 22nd budget is the budget you have before you today. I do not see footnotes included in the document.

After my questions went unanswered and the June 12 meeting was cancelled, I shared all my correspondence with all members of the SETD board and budget committee.

Wanting to doublecheck myself, I asked several experts in Oregon budget law to review the budget you are considering; all have expressed concern regarding the methodology and possible errors in computation and presentation. Included in these concerns are the statement of beginning fund balances; accounting of restricted funds; treatment and reporting of fund transfers, ending fund balances and contingencies.

I am fully aware that SETD is required to adopt a budget by June 30 or will not be able to spend even one cent after July 1. It is not my intent to stop adoption today.

SETD has a new executive director effective July 1st. He did not have the opportunity to be part of the budget development process; however, he will be responsible to the board and taxpayers for making the budget, and whatever errors may be in it, work. Ultimately, if the budget is wrong he will get the blame.

I am suggesting that in adopting this budget, the board commit to a total review with any necessary rework or restatement within the next quarter.

I have learned that Clatsop County budgeting experts have offered technical assistance during the past year and been ignored. They are still committed to assisting us.

I would be happy to be proven wrong in my concerns. However, I would not be fulfilling my fiduciary responsibility to the taxpayers who own the district if I didn't continue to bring my concerns to the board with the hopes that you will conduct another in depth review making any necessary corrections or adjustments as soon as possible.

Budgeting incorrectly was one of the causes of the district's past downfall. The continued viability of SETD is of paramount importance to ODOT, county officials, district taxpayers and all those who ride the bus. Please do the right thing and approve a motion committing the executive director and board to an expeditious, informed review of this budget. I look forward to participating with you as I join the SETD Board of Directors.

Two final words I will leave with you TRANSPARENCY and TRUST

Tita Montero

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** 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 after **July 1, 2025** and on or before **June 30, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements and Incorporating by reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.*

Exhibit E: Information required by 2 CFR 200.332(b), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$2,664,175.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$1,731,273.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant

to Section 11.a hereof.

5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.oregon.gov. 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.oregon.gov. 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 (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Unexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
 - a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its

obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient; (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; and, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. **Audit Requirements.**

- i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. **Recipient Subagreements; Procurements; conflicts of interest**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- c. **Subagreement indemnity; subrecipient insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's**

subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service

provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.

- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
 - vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. 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.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure

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

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined

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

c. Indemnification.

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

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

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

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

this Agreement.

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by
and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Debbie Boothe-Schmidt
900 Marine Drive
Astoria, OR 97103
1 (541) 2740997
debbieb@ridethebus.org

State Contact:

Arla Miller
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 07/02/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/25/2025

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Sunset Empire Transportation District 35820 <i>Project administration, operations, and vehicle preventive maintenance</i> <i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3030-01 Item #1: Project Admin.				
	\$325,596.00	\$292,157.00	\$33,439.00	State
P-25-3030-02 Item #1: Operating Sliding Scale				
	\$979,629.00	\$549,376.00	\$430,253.00	State
P-25-3030-03 Item #1: Preventive Maintenance				
	\$26,862.00	\$24,103.00	\$2,759.00	State
Sub Total	\$1,332,087.00	\$865,636.00	\$466,451.00	
Project Title: 5311 Sunset Empire Transportation District 35820 <i>Project administration, operations, and vehicle preventive maintenance</i> <i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6231-01 Item #1: Project Admin.				
	\$325,597.00	\$292,158.00	\$33,439.00	State
P-25-6231-02 Item #1: Operating Sliding Scale				
	\$979,629.00	\$549,376.00	\$430,253.00	State
P-25-6231-03 Item #1: Preventive Maintenance				
	\$26,862.00	\$24,103.00	\$2,759.00	State
Sub Total	\$1,332,088.00	\$865,637.00	\$466,451.00	
Grand Total	\$2,664,175.00	\$1,731,273.00	\$932,902.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- final design activities (design beyond 30%).***
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).***
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,***
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).***

Proceeding with any of these activities prior to FTA concurrence that the

environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. BACKGROUND

A. Project Administration

For the Section 5311 program only, project administrative expenses incurred by a local provider may be treated as a separate cost category from capital, planning, or operating expenses.

B. Operations

Operations provides funding for transportation services in Clatsop County. Service goal is to enhance regional transportation and avoid duplication of services.

C. Vehicle Preventive Maintenance

Preventive maintenance provides funding to ensure that fleet vehicles are maintained in a state of good repair through their useful life.

2.PROJECT DESCRIPTION

This Agreement provides funding for the following activities (collectively, the "Project"):

A. Project Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services. In-house staff will perform administrative Activities to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, contract management, reporting, marketing and outreach, and planning.

B. Operations

Recipient to provide general public transportation, fixed route, complementary paratransit, demand response services in and around Clatsop County with connections to Tillamook County

Fixed route, complementary paratransit, demand response, services are provided Days and hours of operation vary by service.

Service is provided in-house. Buses, dispatchers and operations department is located at 465 NE Skipanon Drive, Warrenton, Oregon.

C.Vehicle Preventive Maintenance

This Agreement provides funding for vehicle preventive maintenance on vehicles and but should not be used for facility maintenance. in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

For some activities, FTA completes the NEPA process during grant review, using the information in the grant application. Written NEPA concurrence from FTA is not required for these activities, which include but are not limited to:

- Preventative maintenance that involves NO physical changes and/or alterations*
- Purchase of equipment that is not part of a larger project and can be accommodated in existing building(s) or facility(-ies) with NO physical changes, alterations, or installation required*

Recipients should coordinate with the State prior to incurring any costs or conducting any project-related activities to confirm NEPA requirements.

This agreement includes only items as related to vehicles and does not include facility maintenance.

3.PROJECT DELIVERABLES

A. Project Administration

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

B. Operations

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

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

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

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

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

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

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally funded projects, that income must be reported on the agency periodic report.

Milestones/Goals of Project Increase rides

*Projected ridership goals established for this project: Rides are averaging 18,720 per Quarter
For 2025-2026: 18,800
For 2026-2027: 18,900*

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.

B. Vehicle Preventive Maintenance

Recipient will complete all vehicle preventive maintenance tasks prior to the expiration date of

this Agreement.

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

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

Recipient must provide to State, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

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

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul.

Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.

4.PROJECT ACCOUNTING and MATCHING FUNDING

A. Project Administration

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

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

B.Operations

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.

5.REPORTING and INVOICING REQUIREMENTS

A. Project Administration

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges.

In-house charges must be documented showing:

- *Time specifically associated with the project*
- *Hours, individuals or project tasks that are associated with each reimbursement*

In addition, Recipient must provide a summary of the work performed pursuant to this Agreement in its agency periodic report.

Vendor invoices must be attached.

- *Be legible*
- *Match the amount requested for reimbursement*
- *Include a description of the service (hours, rate, quantity of service)*
- *Include the date(s) of the service*
- *Include the agency providing the service*

Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.

B. Operations

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

Purchased or contracted service reimbursement requests must include a breakdown of expenses. Agencies are required to submit invoices or comparable documentation when requesting payment for services purchased from a third party.

Invoices must:

- *Be legible*
- *Match the amount requested for reimbursement*
- *Include a description of the service (hours, rate, quantity of service)*
- *Include the date(s) of the service*
- *Include the agency providing the service*
- *Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*

If the subrecipients of the service also provide preventive maintenance, dispatching, and/or other service, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the subrecipient and vendor.

Subrecipients should use a worksheet (budget detail worksheet or equivalent) to clearly list the expenses claimed in OPTIS. This aids the state in determination of eligible expenses if the agency has more than one agreement from which to claim expenses and ensures all expenses are accounted for and are not duplicated.

C. Vehicle Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State or provide vendor invoices.

Vendor invoices must be attached and include the follow:

- *Be legible*
- *Match the amount requested for reimbursement*
- *Include a description of the service (hours, rate, quantity of service)*

- *Include the date(s) of the service*
- *Include the agency providing the service*
- *Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*
- *If multiple grants are used for the preventive maintenance spreadsheets or similar documents, it must clearly show how these funds are associated with the costs requested in each reimbursement request*

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$1,731,273.00
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Administered By

Public Transportation Division
355 Capitol St NE, MS43
Salem, OR 97301

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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.

2. TYPES AND AMOUNTS.

a. 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.**

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** per occurrence.

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

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. 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).

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 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.

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 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

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. 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 Agency. 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-insured retention and self-insurance, if any.

b. 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.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. 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**.

c. 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).

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 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.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain 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 project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. 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).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

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

EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

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

violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** 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 after **July 1, 2025** and on or before **June 30, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements and Incorporating by reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.*

Exhibit E: Information required by 2 CFR 200.332(b), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$367,709.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$329,945.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant

to Section 11.a hereof.

5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.oregon.gov. 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.oregon.gov. 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 (including, without limitation, federal funding from the Federal Transit Administration), appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.**
 - i. Recovery of Misexpended Funds or Unexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.
7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:
 - a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its

obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient; (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; and, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. **Audit Requirements.**

- i. If Recipient expends \$1,000,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 355 Capitol St NE, MS43, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. **Recipient Subagreements; Procurements; conflicts of interest**

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- c. **Subagreement indemnity; subrecipient insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's**

subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

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

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

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

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

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice

mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. RECIPIENT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by
and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Debbie Boothe-Schmidt
900 Marine Drive
Astoria, OR 97103
1 (541) 2740997
debbieb@ridethebus.org

State Contact:

Arla Miller
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 07/14/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/25/2025

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 STBG Sunset Empire Transportation District 35777 <i>Mobility Management and Vehicle Preventative Maintenance</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3063-01 Item #1: Mobility Management - 5302(a)(1)(L)				
	\$305,646.00	\$274,256.00	\$31,390.00	State
P-25-3063-02 Item #1: Preventive Maintenance				
	\$37,875.00	\$33,985.00	\$3,890.00	State
P-25-3063-03 Item #1: Preventive Maintenance				
	\$24,188.00	\$21,704.00	\$2,484.00	State
Sub Total	\$367,709.00	\$329,945.00	\$37,764.00	
Grand Total	\$367,709.00	\$329,945.00	\$37,764.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, and the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- final design activities (design beyond 30%).
- property acquisition (includes purchase discussions with property owners that imply or are explicitly binding).
- purchase of construction materials (including EV chargers and bus shelters) or rolling stock,
- project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. BACKGROUND

Mobility Management

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.*
- Staffing the development and 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.*

Recipient's internal Mobility Manager will be performing the Mobility Management tasks in and around Clatsop County, Oregon.

This Agreement provides funding to provide mobility management projects for public transportation to seniors and individuals with disabilities, and the general public as space is available, in Clatsop County, within the cities of Astoria, Cannon Beach, Hammond, Seaside, and Warrenton, Oregon and to support the projects required to manage the public transportation services. Activities in this project must be included in an approved locally developed, coordinated public transit-human services plan.

2. PROJECT DESCRIPTION

Mobility Management

This Agreement provides funding for the following activities (collectively, the "Project"):

Recipient's funding for one or more projects to provide travel orientation to seniors and individuals with disabilities residing in supported care facilities to improve 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 for seniors, people experiencing disabilities, and other riders of public transportation.

Recipient's internal Mobility Manager will be performing the Mobility Management tasks in and around Clatsop County, Oregon.

Preventive Maintenance

This Agreement provides funding for preventive maintenance on vehicles and non-vehicle assets but should not be used for facility maintenance. in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Preventive maintenance reimbursed in this Agreement is for assets, such as vehicles and other vehicle related equipment used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.

For some activities, FTA completes the NEPA process during grant review, using the information in the grant application. Written NEPA concurrence from FTA is not required for these activities, which include but are not limited to:

- Preventative maintenance that involves NO physical changes and/or alterations*
- Purchase of equipment that is not part of a larger project and can be accommodated in existing building(s) or facility(-ies) with NO physical changes, alterations, or installation required*

Recipients should coordinate with the State prior to incurring any costs or conducting any project-related activities to confirm NEPA requirements.

The project is for preventative maintenance that involves NO physical changes and/or alterations.

This agreement includes only items as related to vehicles and does not include facility maintenance.

Vehicles and internal maintenance shop are located at 465 NE Skipanon Drive, Astoria, Oregon.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Mobility Management

The contracted service will be provided by a contractor selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public. Recipient shall conduct procurements for purchased public transportation services following federally required procurement processes and provide State with a copy upon request.

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

Services funded under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities Program" will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement. Service changes should occur in adherence with federal guidance outlined in Title VI Circular 4702.1B.

Recipient will market the services in an inclusive and culturally appropriate manner. Examples may include marketing strategy, marketing campaign, and communication content.

Recipient is encouraged to set realistic goals and establish measurable outcomes. Goals and outcomes must be related to rides provided to seniors and individuals with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation service to low-income households at the 200 percent poverty threshold and/or overall ridership. Progress meeting established goals and outcomes can be shared in Recipient's Agency Periodic Report (APR).

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally funded projects, that income must be reported on the agency periodic report.

a. TASK ONE: Travel orientation targeted to seniors, people with disabilities. Recipient will provide information to individuals about using the fixed route or paratransit services by providing scheduled travel orientation classes on a regular basis at the facilities.

The goal of this project is to improve access to transportation by providing supportive education in a safe environment.

PROJECT PERFORMANCE MEASURES

The following measure is established to evaluate the effectiveness of the project:

For the purposes of this project, unduplicated passenger or client count (UPC) is defined as the actual or estimated number of individuals served who are a) all passengers or other project clients; and b) seniors and individuals with disabilities, who are provided with mobility services developed by this project. Individuals served can include transit passengers and individuals served through travel training. Recipient will track and report the UPC. Methodology for identifying the UPC is at the discretion of Recipient and shall be documented in writing and provided with the agency periodic report.

Unduplicated Transit Travel Mobility Training

Number of persons to be trained during the Agreement period:

2025-2026 - 125

2026-2027 - 180

Vehicle Preventive Maintenance

Recipient will complete all preventive maintenance tasks prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner. Preventive maintenance includes but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor. Preventative maintenance expenses should not include equipment that is part of a larger project and does not change or alter existing buildings or facilities or requires installation.

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

Recipient must provide to State, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

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

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul.

Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.

4. PROJECT ACCOUNTING and MATCHING FUNDING

MOBILITY MANAGEMENT

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. Incidental durable equipment is an eligible expense up to \$4,999.00 of the total project cost.

Mobility Management and Preventive Maintenance

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; service contract revenue,

advertisement and other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

5. REPORTING and INVOICING REQUIREMENTS

Mobility Management

Recipient will 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.

Documentation used to report reimbursement expenses should include any combination of information that adequately provides information to the State to show deliverables are being met.

Examples of types of documentation can include:

- Expense or payroll sheets showing hours charged, with dates of expense listed*
- if from a third party - invoice number, date, and description of each service item*
- Spreadsheet showing all expenses charged against the grant broken out by description, rate, and hours.*
- All purchases must be supported with vendor invoices, proof of payment, and statement of acceptance. All other expenses (travel, training, conferences, etc.) must be supported with receipts*
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*

Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

Vendor invoices must be attached and include the follow:

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*
- If multiple grants are used for the preventive maintenance spreadsheets or similar documents, it must clearly show how these funds are associated with the costs requested in each reimbursement request*

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$329,945.00
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Administered By

Public Transportation Division
355 Capitol St NE, MS43
Salem, OR 97301

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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.

2. TYPES AND AMOUNTS.

a. 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.**

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** per occurrence.

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

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. 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).

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 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.

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 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

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. 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 Agency. 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-insured retention and self-insurance, if any.

b. 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.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. 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**.

c. 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).

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 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.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain 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 project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. 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).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

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

EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

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

violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

6. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

STIF FORMULA PROGRAM

This Grant Agreement ("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**, acting by and through its Governing Body, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is a "Qualified Entity" as that term is defined in ORS 184.752(2).

AGREEMENT

1. **Authority.** ORS 184.766(2).
2. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for eligible project costs incurred on or after the Effective Date and on or before **June 30, 2027** (the "Expiration Date").
3. **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

Exhibit B: Financial Information

Exhibit C: Contractor Insurance Requirements

Exhibit D: Approved Statewide Transportation Improvement Fund (STIF) Plan

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 D; Exhibit B; Exhibit C.

4. **Grant Funds; STIF Plan Maximum; Reserve Payment.** In accordance with the terms and conditions of this agreement and applicable administrative rules:
 - a. State will provide Recipient with up to an amount of funds ("Grant Funds") not to exceed the lesser of:
 - i. The total amount of Grant Funds calculated using the methods described in OAR 732-042-0010(4) ("QE Allocation"); or
 - ii. \$2,144,691.00, which is the amount of total funding sought in Recipient's STIF Plan, as that term is defined in OAR-732-040-0005(35), and approved by the OTC ("STIF Plan Maximum").
 - b. If the QE Allocation exceeds the STIF Plan Maximum, ODOT will hold in reserve an amount of Grant Funds that equals the difference between the QE Allocation and the STIF Plan Maximum ("Reserve Payment"). Recipient will receive the Reserve Payment at the beginning of the next biennium, after its STIF plan for the next biennium is approved by OTC, as part of its first quarterly disbursement. The Reserve Payment will count towards the maximum Grant Funds available to Recipient under its OTC-approved STIF plan for the next biennium.
5. **Project.** The Grant Funds shall be used solely for the project(s) described in Exhibit A (the "Project") and shall not be used for any other purpose.
6. **Progress Reports.** Recipient shall submit quarterly progress reports ("Reports") to State no later than forty-five (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/optis.aspx>. Reports shall include a statement of revenues and expenditures for each quarter, project progress, and measures achieved. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

7. Disbursement and Recovery of Grant Funds.

Disbursement Generally. During the 2025-2027 biennium, State shall make quarterly installment payments of the Grant Funds to Recipient within sixty (60) days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the amount of Grant Funds divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if Grant Funds are adjusted as provided in Section 4.

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

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement, Recipient's STIF Plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) and STIF statutes (ORS 184.751-184.766).
- iii. Recipient's representations and warranties set forth in Section 8 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Any audit findings relating to Recipient's use of Grant Funds under this Agreement or any other agreement with State have been resolved.

b. Recovery of Grant Funds

- i. **Recovery of Misexpended 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, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766) ("Misexpended Grant Funds") must be returned to State. Recipient shall return all Misexpended Grant Funds to State no later than fifteen (15) days after State's written demand.
- ii. **Recovery of Grant 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.
- iii. **Recovery of Grant Funds for Violation of Agreement.** Pursuant to ORS 184.766(2), Recipient shall repay, in full, distributions paid to Recipient, if the Oregon Transportation Commission determines that Recipient has failed to meet or comply with any terms or conditions of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-.766).

8. 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 subcontracts, 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.

9. 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 contractors complies with these requirements. State, the Secretary of State of the 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 Grant Funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, 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 and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six (6) year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in

sufficient detail to permit State to verify how the Grant Funds were expended.

d. Audit Requirements.

- i. Recipient shall comply with the audit and compliance review requirements set out in OAR 732-040-0015 and, at Recipient's own expense, submit to State, Public Transportation Division, 355 Capitol Street N.E., MS43, Salem, Oregon, 97301-4179 or ODOTPTDreporting@odot.oregon.gov, a copy of, or electronic link to, any annual audit covering the Grant Funds expended under this Agreement by Recipient or a party to any contract 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 Grant 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 Grant 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.
- iii. Recipient shall provide State with documentation of compliance with ODOT's STIF Agreed Upon Procedures (AUP) for audits. Documentation of compliance with ODOT's STIF AUP for audits is due 30 days after the Recipient's receipt of the auditor's final report of the Recipient's annual audit, or by a date established by rule, each year this agreement is in effect.

This Section 9 shall survive any expiration or termination of this Agreement.

10. Recipient Contracts and Procurements

Recipient may enter into contracts with subrecipients or contractors ("contractor") for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

a. Contracts.

- i. All contracts 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 contract(s). Use of a contract 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 contract with the contractor.
- iii. Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name State as an additional or dual obligee on construction contractors' performance and payment bonds.
- iv. Recipient shall provide State with a copy of any signed contract, as well as any other purchasing or contracting documentation, upon request by State. This subparagraph shall survive expiration or termination of this Agreement.
- v. Recipient must report to State any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

b. Contract Indemnification.

- i. **Recipient's contracts(s) shall require the other party to such contract(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 officers, members, employees and agents from and against any and all claims, actions, liabilities, damages, losses, cost or expenses, including attorneys' fees, of any nature whatsoever resulting from arising out of or related to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract 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 contract(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 "Contractor"), nor any attorney engaged by Recipient's contractor(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 contractor is prohibited from defending State or that Recipient's contractor 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 contractor if the State of Oregon elects to assume its own defense.**
- iii. Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

c. Contractor Insurance.

- i. Recipient shall require its contractors(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and 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.
 - ii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage deemed appropriate based on the risk of the subcontracted work.
 - iii. Recipient shall include provisions in each of its contrast requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.
- d. Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statutes (ORS) 279 A, B and C, and rules, ensuring that all procurement transactions are conducted in a manner providing full and open competition. In addition, the Recipient shall:
- i. obtain approval from State, prior to solicitation, of any procurements for rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000.
- e. 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.

11. Termination and Additional Remedies

- 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, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal;
 - 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;
- iii. 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;
 - iv. If the Project would not produce results commensurate with the further expenditure of Grant Funds;
 - v. If Recipient has failed to comply with: (a) any provision of this Agreement, (b) Recipient's STIF plan, (c) STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or (d) STIF statutes (ORS 184.751-184.766); or
 - vi. If 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. **Additional Remedies Available to the State.** If Recipient has failed to comply with any provision of this Agreement, Recipient's STIF plan, STIF program administrative rules (OAR chapter 732, divisions 40 and 42) or STIF statutes (ORS 184.751-184.766) or 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, then State may, in its sole discretion, impose remedies in addition to or in lieu of termination under Section 10.a.(v) and 10.a.(vi) above. Such remedies include, without limitation, (i) imposing additional reporting requirements on Recipient; (ii) withholding further distribution of Grant Funds; and (iii) the partial or full recovery of Grant Funds already distributed to Recipient.
- c. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the Grant 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.
- d. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten (10) 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.

12. General Provisions

- a. **Contribution.** For purposes of this Section 12.a., the term "State" means "the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees."
- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the

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

- iii. 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.
- iv. This Contribution Section shall survive termination of this Agreement.
- b. **Insurance; Workers' Compensation and Employer's Liability.** 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 Employer's Liability insurance with limits not less than \$500,000 each accident. Recipient shall ensure that each of its contractor(s) complies with these requirements.
- c. **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.
- d. **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.
- e. **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. 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.
- f. **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.

- g. **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.
- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **Survival.** The following provisions survive termination of this Agreement: Sections 7.b, 9, 12, and any Sections that by their nature survive termination.
- n. **Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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.

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by
and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Debbie Boothe-Schmidt
900 Marine Drive
Astoria, OR 97103
1 (541) 2740997
debbieb@ridethebus.org

State Contact:

Arla Miller
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Drew Orr

Date _____ 06/06/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/04/2025

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

EXHIBIT A
Project Description

Project Description

Recipient shall comply with all terms of its OTC-approved STIF Plan, a copy of which is Exhibit D to this Agreement and shall complete the Projects, tasks and outcomes measures described in Section 6 of the STIF Plan ("Section 6") consistent with the expenditure estimates, also described in Section 6.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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EXHIBIT C

Insurance Requirements

Contractor Insurance Requirements

1. GENERAL.

- a. Recipient shall require in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subrecipients or contractors ("contractor"): i) obtain insurance specified in this Exhibit 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 contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. 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 the Recipient. Recipient shall not authorize work to begin under contracts 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 contract 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 contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. All references to "contractor" in this Exhibit refer to Recipient's contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient's contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient's contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

All employers, including Recipient's contractors, 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. **Recipient's contractors shall require compliance with these requirements in each of their 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 Recipient's contractors 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:

Prime construction contractor: 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**.

Other contractor(s): 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**.

c. **AUTOMOBILE LIABILITY.**

Automobile Liability insurance covering 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**.

d. **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. **ADDITIONAL INSURED.**

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon 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 contract. Coverage shall be primary and noncontributory 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 contract, 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 contract or, (ii) the expiration of all warranty periods provided under the contract. 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).

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 contract. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon 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 noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/ Employer's Liability.

The Recipient shall immediately notify State of any change in insurance coverage.

Exhibit D

See attached OTC Approved STIF Plan 2025-27

- 1. Qualified Entity
- 1.2 Sub-Recipients in STIF Plan
- 2. Advisory Committees
 - 2.1 Advisory Committee Website
- 3. Local Plan Compliance
 - 3.1 Existing Local Plans from which project(s) are derived.
 - 3.2 Local Plan Requirements
- 4. Accountability
 - 4.1 Accountability methods
 - 4.2 Sub-Allocation method
 - 4.3 High Percentage of Low-Income Households
- 5. STIF Plan Period and Adoption
 - 5.1 Period Covered by STIF Plan
 - 5.2 STIF Plan Adoption
- 6. Projects
 - 6.1 Project Detail Entry
 - 6.1.1 Project Scope
 - 6.1.2 Expenditure Estimates
 - 6.2 Allocations of STIF funds by project
 - 6.3 Oregon Public Transportation Plan Goals
 - 6.4 Project Summary
- 7. STIF Plan Summary

Sunset Empire Transportation District

Available Balances as of 07/17/2025 (Cash on Hand)

General Checking:	\$	14,328.18
Payroll Account:	\$	1,300.92
LGIP:	\$	518,902.91
ODOT Loan Funding:	\$	201,661.57
STIF:	\$	303,151.59
Contingency:	\$	933,350.06
Total Funds Available:	\$	1,972,695.23

Monthly (Actual & Projected) Expenditures:

AP Week of 07/01/2025 **Funds are already removed from above numbers**	\$	190,787.72
AP Week of 07/16/2025 **Funds are already removed from above numbers**	\$	38,612.24
PROJECTED AP Week of 07/28/2025	\$	60,000.00
Payroll 07/11/2025 **Funds are already removed from above numbers**	\$	70,732.10
PROJECTED Payroll Week of 07/25/2025	\$	87,000.00
Total Expenditures:	\$	447,132.06

OTIB Loan 7/10/2025

Total w/Interest & Fees:	\$1,040,443.83
Interest Payment:	\$45,794.00
Principle Payment:	\$612,051.00
Balance Due:	\$382,598.83

Statement of Activity Exceptions:

4205 - Property Taxes:	Didn't get as much as budgeted
8001 - Professional Services:	Interim Director
8015 - Comp/Furniture:	Laptop Workstation - Executive Director
8020 - B&M:	HVAC Repair - TC
8090 - Dues/Subscriptions:	RTA - Maintenance Software

ODOT Grants

Grant #	Total	Amt Used	Amt Remaining
5311	\$ 1,550,045.00	\$ 752,783.00	\$ 797,262.00
5310	\$ 323,187.00	\$ 119,349.00	\$ 203,838.00
5339	\$ 612,000.00	\$ -	\$ 612,000.00

Reimbursements Requested

Grant #	Date Req	Amount	Date Received
5311	5/15/2025	\$ 311,968.00	5/28/2025
5310	5/15/2025	\$ 26,924.00	N/A
5339	N/A	\$ -	N/A

Follow-up:

5310 is still held up due to FTA/ODOT issues.

Profit & Loss Budget Performance
June 30, 2025

Month 12 = 100% of Annual Budget **Black** = BETTER THAN/ **Red** = WORSE THAN

	<u>M-T-D</u>	<u>M-T-D</u>		<u>Y-T-D</u>	<u>Y-T-D</u>		<u>Annual</u>	<u>YTD Act to</u>
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Budget</u>	<u>Annual Budget %</u>
<u>Income</u>								
4010 FIXED ROUTE FARES	7,525.62	3,700.00	3,825.62	89,379.60	44,000.00	45,379.60	44,000.00	203.14%
4022 PARATRANSIT FARES	1,704.00	1,750.00	(46.00)	21,647.25	21,000.00	647.25	21,000.00	103.08%
4030 CONTRACTED SERVICES-IGA	0.00	175.00	(175.00)	0.00	2,000.00	(2,000.00)	2,000.00	0.00%
4110 NW NAVIGATOR	426.58	275.00	151.58	4,783.97	2,675.00	2,108.97	2,675.00	178.84%
4130 OTHER-VENDING	0.00	0.00	0.00	344.15	325.00	19.15	325.00	105.89%
4205 PROPERTY TAXES	25,929.86	32,000.00	(6,070.14)	1,248,675.47	1,300,000.00	(51,324.53)	1,300,000.00	96.05%
4206 PRIOR YEAR TAXES	2,385.91	750.00	1,635.91	23,786.55	17,300.00	6,486.55	17,300.00	137.49%
4207 PROPERTY TAX INTEREST	54.71	100.00	(45.29)	1,060.23	1,200.00	(139.77)	1,200.00	88.35%
4210 LAND SALES/US FISH & WILDLIFE	0.00	0.00	0.00	152.54	0.00	152.54	0.00	0.00%
4310 TIMBER SALES	0.00	0.00	0.00	223,827.16	165,000.00	58,827.16	165,000.00	135.65%
4315 MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	143,298.95	115,000.00	28,298.95	115,000.00	124.61%
4410 BILLBOARD LEASE	0.00	0.00	0.00	1,200.00	1,200.00	0.00	1,200.00	100.00%
4420 PARKING SPACE LEASE	760.00	760.00	0.00	9,112.28	9,120.00	(7.72)	9,120.00	99.92%
4425 CHARGING STATION	0.00	30.00	(30.00)	802.76	180.00	622.76	180.00	445.98%
4505 INTEREST EARNED ON BANK ACCT	3,284.72	1,663.00	1,621.72	54,858.73	20,000.00	34,858.73	20,000.00	274.29%
4605 OTHER INCOME	75.56	0.00	75.56	2,947.66	2,500.00	447.66	2,500.00	117.91%
5203 OREGON STIF FUNDS-FORMULA	0.00	0.00	0.00	964,394.00	1,047,017.00	(82,623.00)	1,047,017.00	92.11%
5301 5311 ADMIN/OPERATIONS	0.00	194,522.00	(194,522.00)	460,146.00	775,022.00	(314,876.00)	775,022.00	59.37%
5302 5310 MOBILITY MGT/PM	0.00	40,394.00	(40,394.00)	60,442.00	161,594.00	(101,152.00)	161,594.00	37.40%
5401 5339 CAPITAL PURCHASE	0.00	720,000.00	(720,000.00)	0.00	720,000.00	(720,000.00)	720,000.00	0.00%
5810 MICRO TRANSIT REVENUE	0.00	0.00	0.00	50,000.00	0.00	50,000.00	0.00	0.00%
Total Income	42,146.96	996,119.00	(953,972.04)	3,360,859.30	4,405,133.00	(1,044,273.70)	4,405,133.00	76.29%

Expenses

6010 WAGES	119,916.53	160,413.00	40,496.47	1,612,736.77	1,975,000.00	362,263.23	1,975,000.00	81.66%
6111 TAXES	37,252.25	26,625.00	(10,627.25)	221,076.71	319,000.00	97,923.29	319,000.00	69.30%
6210 BENEFITS	30,003.34	47,375.00	17,371.66	384,291.90	570,000.00	185,708.10	570,000.00	67.42%
SUB TOTAL WAGES/TAXES/BENEFITS	187,172.12	234,413.00	47,240.88	2,218,105.38	2,864,000.00	645,894.62	2,864,000.00	77.45%
8000 AUDIT	0.00	0.00	0.00	54,200.00	35,000.00	(19,200.00)	35,000.00	154.86%
8001 PROFESSIONAL SERVICES	8,956.30	825.00	(8,131.30)	73,634.28	10,000.00	(63,634.28)	10,000.00	736.34%
8002 LEGAL COUNSEL	0.00	1,675.00	1,675.00	13,316.11	20,000.00	6,683.89	20,000.00	66.58%
8003 BANK/MERCHANT FEES	137.78	175.00	37.22	1,765.74	2,000.00	234.26	2,000.00	88.29%
8010 EQUIP LEASE/RENT	201.80	237.00	35.20	2,524.70	2,800.00	275.30	2,800.00	90.17%
8015 COMP/FURNITURE/DURABLE GOODS	2,477.00	300.00	(2,177.00)	23,442.91	20,000.00	(3,442.91)	20,000.00	117.21%
8020 B&M	12,258.96	10,413.00	(1,845.96)	90,549.70	125,000.00	34,450.30	125,000.00	72.44%
8023 BUILDING LEASE	173.00	140.00	(33.00)	2,234.00	1,700.00	(534.00)	1,700.00	131.41%
8031 ONLINE SUB/IT SERVICES	6,275.98	5,550.00	(725.98)	93,449.27	112,000.00	18,550.73	112,000.00	83.44%
8040 TELEPHONE/INTERNET	2,199.58	2,500.00	300.42	31,482.69	30,000.00	(1,482.69)	30,000.00	104.94%
8041 UTILITIES	2,104.81	2,460.00	355.19	34,147.81	33,000.00	(1,147.81)	33,000.00	103.48%
8050 HR/EMPLOYEE RECOGNITION	1,899.17	1,060.00	(839.17)	15,835.52	22,000.00	6,164.48	22,000.00	71.98%
8060 TRAVEL/TRAINING	442.00	1,850.00	1,408.00	26,531.82	30,000.00	3,468.18	30,000.00	88.44%
8076 ELECTION FEES	0.00	0.00	0.00	0.00	10,000.00	10,000.00	10,000.00	0.00%
8080 OUTREACH/PRINTING	203.80	4,000.00	3,796.20	13,257.69	50,000.00	36,742.31	50,000.00	26.52%
8090 DUES, SUBSCRIPTIONS	8,814.99	1,000.00	(7,814.99)	33,442.25	30,000.00	(3,442.25)	30,000.00	111.47%
8091 IGA-DUES	0.00	3,750.00	3,750.00	3,000.00	15,000.00	12,000.00	15,000.00	20.00%
8092 FEES/TAXES/INTEREST	5.00	175.00	170.00	650.47	2,000.00	1,349.53	2,000.00	32.52%
8100 INSURANCE	0.00	0.00	0.00	92,337.67	126,000.00	33,662.33	126,000.00	73.28%
8105 UNINSURED LOSS	0.00	1,650.00	1,650.00	4,100.92	20,000.00	15,899.08	20,000.00	20.50%
8110 LEGAL ADS	1,076.25	1,000.00	(76.25)	1,508.93	1,000.00	(508.93)	1,000.00	150.89%
8112 MEETING EXPENSE	92.67	175.00	82.33	2,119.63	2,000.00	(119.63)	2,000.00	105.98%
8116 OFFICE SUPPLIES	800.08	975.00	174.92	9,501.24	12,000.00	2,498.76	12,000.00	79.18%
8170 FUEL	13,274.99	9,600.00	(3,674.99)	148,275.60	115,000.00	(33,275.60)	115,000.00	128.94%
8171 VEHICLE REPAIR/OUTSIDE SERVICES	5,164.96	7,825.00	2,660.04	112,886.98	111,500.00	(1,386.98)	111,500.00	101.24%
SUB TOTAL MATERIALS/SERVICES	66,559.12	57,335.00	(9,224.12)	884,195.93	938,000.00	53,804.07	938,000.00	94.26%

9040 DEBT SERVICE & INT FEES	168,555.00	0.00	(168,555.00)	422,035.00	479,000.00	56,965.00	479,000.00	88.11%
9110 CAPITAL RESERVE	0.00	0.00	0.00	100,000.00	100,000.00	0.00	100,000.00	100.00%
9200 CAPITAL EXPENSE	0.00	720,000.00	720,000.00	0.00	720,000.00	720,000.00	720,000.00	0.00%
9210 CONTINGENCY	0.00	0.00	0.00	500,000.00	500,000.00	0.00	500,000.00	100.00%
Total Expenses	422,286.24	1,011,748.00	589,461.76	3,524,336.31	5,601,000.00	2,076,663.69	5,601,000.00	62.92%

<p>Consolidated Balance Sheet</p> <p>June 30, 2025</p>
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This Year

Assets

1010 OVER/UNDER	(11.80)
1020 GENERAL CHECKING LC BANK	312,488.97
1030 LGIP - GENERAL FUND	507,199.56
1040 PAYROLL ACCOUNT LC BANK	81,554.65
1055 STIF LC BANK	303,151.59
1060 ODOT LOAN LC BANK	201,661.57
1065 CONTINGENCY	933,350.06
1095 CASH RECEIPTS CLEARING SYSTEM	226.22
1099 EFT CLEARING SYSTEM	(2,325.17)
1210 ACCOUNTS RECEIVABLE SYSTEM	(8,633.50)
1250 PROPERTY TAX RECEIVABLES	105,885.00
1251 PASS TRANSIT RECEIVABLES	180.00
1425 PREPAID WORK COMP	(53,290.83)
Total Assets	<u>2,381,436.32</u>

Liabilities and Net Assets

2010 ACCOUNTS PAYABLE SYSTEM	233,751.85
2019 ACCOUNTS PAYABLE OTHER	(341.45)
2050 CREDIT CARD PAYABLE	274,670.94
2059 CREDIT CARD PAYMENT CLEARING	(273,907.72)
2060 PAYABLE TO NWN	(4,472.61)
2100 ACCRUED LABOR SYSTEM	(31,332.99)
2705 DEFERRED REVENUE	63,394.00
2805 ODOT LOAN	275,000.00
Total Liabilities	<u>536,762.02</u>

3000 FUND BALANCE	1,966,555.10
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Change in Net Assets	(163,477.01)
Total Net Assets	<u>1,803,078.09</u>

Total Liabilities and Net Assets	<u>2,339,840.11</u>
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SUNSET EMPIRE TRANSPORTATION DISTRICT
A/R Aging as of 06/30/2025

<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>
[6494] ANGI WILDT GALLERY	3/31/2025	2082	3/01/2025	Mar 2025 Parking Space #12	0.00	0.00	0.00	47.50	47.50
[6494] ANGI WILDT GALLERY	5/01/2025	2105	4/01/2025	Apr 2025 Parking Space #12	0.00	0.00	47.50	0.00	47.50
[6494] ANGI WILDT GALLERY	5/31/2025	2106	5/01/2025	May 2025 Parking Space #12	0.00	47.50	0.00	0.00	47.50
[6494] ANGI WILDT GALLERY	7/01/2025	2111	6/01/2025	Jun 2025 Parking Space #12	47.50	0.00	0.00	0.00	47.50
[6583] Sondra Carr	5/01/2025	2096	4/01/2025	Apr 2025 Parking-Space #10	0.00	0.00	47.50	0.00	47.50
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	10/30/2024	2016	9/30/2024	Sep 2024 Bus Passes	0.00	0.00	0.00	100.00	100.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	5/30/2025	2095	4/30/2025	Apr 2025 Bus Passes	0.00	0.00	440.00	0.00	440.00
[6245] ZSCHOCHÉ, LENA	6/11/2025	2116	6/01/2025	Jun 2025 Parking-Space #13	0.00	47.50	0.00	0.00	47.50
Total					47.50	95.00	535.00	147.50	825.00

SUNSET EMPIRE TRANSPORTATION DISTRICT
AP Aging as of 06/30/2025

<u>Invoice</u> <u>Date</u>	<u>Invoice</u> <u>Number</u>	<u>Due Date</u>	<u>Description</u>	<u>Original</u> <u>Amount</u>	<u>Amount</u> <u>Owed</u>	<u>Not Yet</u> <u>Due</u>	<u>Less Than</u> <u>30 Days</u>	<u>Less Than</u> <u>60 Days</u>	<u>More Than</u> <u>60 Days</u>
[6004] AFLAC REMITTANCE PROCESSING SRV									
6/13/2025	2025-12	6/27/2025	Pay period ending 6/07/2025,AFLACPT,AFLACAT	224.15	224.15	0.00	224.15	0.00	0.00
6/27/2025	2025-13	7/11/2025	Pay period ending 6/21/2025,AFLACPT,AFLACAT	224.15	224.15	224.15	0.00	0.00	0.00
[6007] ALLDATA, LLC									
6/24/2025	INVC0580802 8	7/01/2025	06/24/2025-06/23/2026 - SOFTWARE LICENSING RENEWAL & IT SRV	1,590.00	1,590.00	0.00	1,590.00	0.00	0.00
[6015] ASTORIA FORD									
6/26/2025	5074941	7/01/2025	12 OIL, SHIFT INTERLOCK SAFETY DEVICE -PM Bus #1702	170.63	170.63	0.00	170.63	0.00	0.00
6/27/2025	5074944	7/01/2025	PUMP ASY -PM Bus #1702	130.59	130.59	0.00	130.59	0.00	0.00
[5188] Boothe-Schmidt, Debbie									
6/17/2025	DBS0617202 5	7/01/2025	INERIM EXEC DIRECTOR SUPPORT SRV -06/04- 06/17/2025	713.00	713.00	0.00	713.00	0.00	0.00
[6516] COMMERCIAL ADJUSTMENT COMPANY									
6/21/2025	06212025 -1	7/01/2025	Pay period ending 06/212025,(C#24CV45796)	140.85	140.85	0.00	140.85	0.00	0.00
6/21/2025	06212025 -2	7/01/2025	Pay period ending 06/21/2025 (C#24CV45796)	323.14	323.14	0.00	323.14	0.00	0.00
[6084] DEL'S OK POINT-S TIRE									
6/23/2025	1110270	7/01/2025	MOUNT & STEM REBUILD - 2004 Bluebird	176.53	176.53	0.00	176.53	0.00	0.00

[6277] DUANE MULLINS

6/12/2025	6122025	7/01/2025	1ST AID/CPR/AED TRAINING - 1 EMPLOYEES	40.00	40.00	0.00	40.00	0.00	0.00
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[6389] GILLIG, LLC

6/12/2025	41318755	7/01/2025	BRAKE SHOE & LINING, MINOR BRAKE, SHOE ASM W/ LINING -PARTS	2,761.44	2,761.44	0.00	2,761.44	0.00	0.00
6/13/2025	41319348	7/01/2025	2 MINOR BRAKE KITS -PARTS	229.38	229.38	0.00	229.38	0.00	0.00

[6119] IRON MOUNTAIN

5/27/2025	9NM6142	7/01/2025	04/23-05/27/2025 - SHREDDING SRV (INV #KLGS409 Disputed/Adjusted)	349.51	349.51	0.00	349.51	0.00	0.00
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[6147] NW COMMUNITY ALLIANCE

5/31/2025	17847	7/01/2025	05/01-05/31/2025 -BUS SHELTER CLEANING & REPAIR	950.00	950.00	0.00	950.00	0.00	0.00
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[6148] NW NATURAL

6/10/2025	1360752-8 06102025	7/01/2025	05/12-06/10/2025 -GAS SRV - TC	38.95	38.95	0.00	38.95	0.00	0.00
6/19/2025	770728-4 06192025	7/01/2025	05/20-06/19/2025 -GAS SRV - OPS	79.56	79.56	0.00	79.56	0.00	0.00

[6141] NW NAVIGATOR LUXURY COACHES

6/21/2025	R06212025	7/01/2025	06/21/2025 -WK ENDING SALES	243.27	243.27	0.00	243.27	0.00	0.00
6/28/2025	R06282025	7/01/2025	06/28/2025 -WK ENDING SALES	205.02	205.02	0.00	205.02	0.00	0.00

[6172] O'REILLY AUTOMOTIVE, INC

6/17/2025	3920 414931	7/01/2025	SEMI-MET PAD -PM Bus #1702	44.60	44.60	0.00	44.60	0.00	0.00
6/19/2025	3920 415271	7/01/2025	6 SPARK PLUGS, MANIFOLD SET -PM Bus #1702	95.13	95.13	0.00	95.13	0.00	0.00

6/23/2025	3920 415731	7/01/2025	1 GLOW PLUG -PM Veh #3	50.14	50.14	0.00	50.14	0.00	0.00
6/26/2025	3920 416203	7/01/2025	2 SUPER GLUE -SHOP SUPPLIES	19.98	19.98	0.00	19.98	0.00	0.00
[6154] ODP BUSINESS SOLUTIONS, LLC									
6/09/2025	4.25945E+11	7/01/2025	FOLDERS, BOXES, PENS, MARKERS- TC, TOWELS, SWIFFER MOP -TC	191.41	191.41	0.00	191.41	0.00	0.00
6/09/2025	4.26748E+11	7/01/2025	CLEANER -TC	7.63	7.63	0.00	7.63	0.00	0.00
6/12/2025	4.26748E+11	7/01/2025	URUNAL MAT -TC	50.09	50.09	0.00	50.09	0.00	0.00
[6675] OREGON DEPARTMENT OF TRANSPORTATION									
6/30/2025	063025PRINC IPLE	7/30/2025	Loan # OTIB 0073 - Principle Only Payment	168,555.00	168,555.00	168,555.00	0.00	0.00	0.00
[6168] OREGON DEPT OF REVENUE									
6/21/2025	6212025	7/01/2025	Pay Period ending 06/21/2025 (GID#710755)	442.74	442.74	0.00	442.74	0.00	0.00
[6176] PACIFIC POWER									
6/12/2025	23157628- 001 1 06122025	7/01/2025	05/13-06/12/2025 - ELECTRICITY -OPS	819.10	819.10	0.00	819.10	0.00	0.00
[6638] PERFORMANCE SYSTEMS INTEGRATION									
6/23/2025	12693297	7/01/2025	REPAIR & SRV HEAT DETECTOR -TC	1,659.30	1,659.30	0.00	1,659.30	0.00	0.00
[6226] VAN DUSEN BEVERAGES, INC									
6/30/2025	SO 85047377	7/01/2025	06/01-06/30/2025 -2 COOLER RENTAL (@ \$17.50)	35.00	35.00	0.00	35.00	0.00	0.00
[6227] VERIZON BUSINESS									
6/18/2025	6116378979	7/01/2025	05/19-06/18/2025 - CELLPHONE & TABLET SRV	712.04	712.04	0.00	712.04	0.00	0.00
Report Total				181,272.33	181,272.33	168,779.15	12,493.18	0.00	0.00

SUNSET EMPIRE TRANSPORTATION DISTRICT
Check Listing as of 06/30/2025

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
23763	6/03/2025	[6669] NOREGON SYSTEMS LLC - JPRO SCAN	SMALL TOOLS	7619	7,619.00
		LAPTOP & SOFTWARE FOR DIAGNOSTICS SRV - OPS			
23775	6/03/2025	[6237] WILCOX + FLEGEL - 05/01-05/31/2025 - FUEL	FUEL	3033.56	12,532.48
		FUEL SRV	FUEL	8916.28	
			FUEL	582.64	
23777	6/18/2025	[6001] ACCUFUND, INC - 07/01-09/30/2025 - QRTL	IT SERVICES/CONTRACTS	5535	5,535.00
		QRTL SOFTWARE ASSISTANCE & IT SRV			
23789	6/18/2025	[6116] IFOCUS CONSULTING - Invoices 00016679, 00016771, 00016771 -2, 00016790, 00016799	COMPUTER HARDWARE/SOFTWARE	65.00	7,855.00
			SMALL TOOLS	2477.00	
			WEB/ONLINE SW SUB	563.00	
			IT SERVICES/CONTRACTS	4090.00	
			COMPUTER HARDWARE/SOFTWARE	660.00	
23790	6/18/2025	[6259] ISLER CPA - AUDIT FYO -06/2024, FINAL BILLING -FYE 06/2022 & 06/2023	AUDIT	5000	5,000.00
23796	6/18/2025	[6174] P & L JOHNSON MECHANICAL, INC - Invoices 56384, 56385	B&M GENERAL	6704.55	6,704.55
23801	6/18/2025	[6620] SAIF - 07/01/2025-06/30/2026 - WORKERS COMP DUES	WORKER'S COMP SDIS INS	900.80	22,520.09
			WORKER'S COMP SDIS INS	1126.00	
			WORKER'S COMP SDIS INS	19142.08	
			WORKER'S COMP SDIS INS	1351.21	
23802	6/18/2025	[6193] SDIS - Invoices 2025-09, 2025-10, MED06012025	BENEFITS MEDICAL SDIS	26381.59	26,381.59
23803	6/18/2025	[6193] SDIS - 07/01-09/30/2025 QRTL - GENERAL LIABILITY, PROPERTY, AUTO	GENERAL LIABILITY	13783.33	23,971.00
			PROPERTY	4674.34	
			AUTO	5513.33	
Total Checks					118,118.71

SUNSET EMPIRE TRANSPORTATION DISTRICT

Reconciliation - CREDIT CARD

Run: 7/17/2025 @ 11:16 AM

Page: 1

Closing Balance from Previous Statement.....	6/06/2025	-1,521.26
0 Deposits and Other Additions Totaling.....		0.00
20 Checks and Other Withdrawals Totaling.....		981.47
1 Adjustments Totaling.....		1,521.26
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....		0.00
Closing Balance for this Statement.....	7/08/2025	-981.47
Difference.....		0.00

Cash Balance from General Ledger.....	7/08/2025	-258,108.71
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		-258,108.71

Date	Check	To	Check Description	Amount
✓ 6/05/2025	0001365	HOME DEPOT CREDIT SERVICES	GEISLER -DISINFECTANT WIPES -B&M JANITORIAL	52.74
✓ 6/09/2025	0001365	HOME DEPOT CREDIT SERVICES	GEISLER -POLYCARB SHEETS -ENSIGN LN SHELTER	98.28
✓ 6/11/2025	0001365	CHEFSTORE	GEISLER -CLEANER FOR BUS SHELTER	71.28
✓ 6/11/2025	0001365	OREGON DEPT OF MOTOR VEHICLES	GEISLER -VEHICLE REG -Bus #22	5.00
✓ 6/11/2025	0002125	MOTION ARRAY	JONES -05/12-06/11/2025 -VIDEO, AUDIO SOFTWARE SUBSCRIPT -MM	29.99
✓ 6/16/2025	0008684	ADOBE, INC	PARKER -05/17-06/16/2025 -ONLINE SUBSCRIPT -ADMN	12.99
✓ 6/18/2025	0001365	ADOBE, INC	GEISLER -05/19-06/18/2025 -ONLINE SUBSCRIPT -OPS	19.99
✓ 6/18/2025	0002125	ANYWORD	JONES -05/19-06/18/2025 -AI WRITING ASSIST SUBSCRIPT -MM	49.00
✓ 6/20/2025	0001365	FRED MEYER	GEISLER -USB DRIVE -OPS	10.99
✓ 6/20/2025	0003901	USPS	ROSS -CERTIFIED MAIL -FR	5.58
✓ 6/22/2025	0001365	AMAZON	GEISLER -PRINTER PAPER, CLEANER - OPS	85.00
✓ 6/22/2025	0008684	CHEFSTORE	PARKER -CANDY (4TH OF JULY) - ED/OUTREACH -PUBLIC	101.90
✓ 6/23/2025	0001365	USPS	GEISLER -POSTAGE (USB TO SDAO) -FR	5.35
✓ 6/23/2025	0001365	USPS	GEISLER -FAX CHARGE	4.00
✓ 6/23/2025	0001365	AMAZON	GEISLER -PAPER TOWELS, GLUE, COFFEE CUPS, DEP BAGS, CORRECITON TAPE -OPS	91.41
✓ 6/23/2025	0008684	CHEFSTORE	PARKER -CANDY (4TH OF JULY) - ED/OUTREACH -PUBLIC	101.90
✓ 6/24/2025	0003901	CTAA	ROSS -PASS ONLINE TRAINING -FR	28.00
✓ 6/25/2025	0008684	SAFEWAY	PARKER -REFRESHMENTS, CARD/FLOWERS -Board Meeting	92.67
✓ 7/02/2025	0002125	USPS	JONES -POSTATE FOR RIDEASSIST -MM	73.00
✓ 7/08/2025	0008684	BLUE SCORCHER BAKERY & CAFE	PARKER -PASTERY -Team Meeting	42.40
Total Unmarked Checks:			0.00	Total Checks: 981.47

Date	Reference	Adjustment Description	Amount
✓ 6/18/2025	GC 23782	PAYMENT MADE FROM GEN CK STMT ENDING 06/06/2025	1,521.26
Total Adjustments:			1,521.26

Sunset Empire Transportation District

Cash Flow Projection

Updated Jul 17, 2025

	Actual Jul 2024	Actual Aug 2024	Actual Sep 2024	Actual Oct 2024	Actual Nov 2024	Actual Dec 2024	Actual Jan 2025	Actual Feb 2025	Actual Mar 2025	Actual Apr 2025	Actual May 2025	Projected Jun 2025
Beginning Cash	1,867,131	1,689,913	1,628,682	1,416,645	1,538,109	1,949,098	1,763,306	1,637,715	1,518,321	1,342,386	1,337,855	1,515,715
Sources of funds:												
Fares	9,588	9,147	9,367	9,548	7,510	8,544	8,222	7,978	8,375	9,100	9,017	9,230
STIF Funding	-	212,060	-	246,780	-	-	244,067	-	-	261,487	-	-
ODOT Grant Reimbursements	-	-	-	-	121,558	-	-	-	87,062	-	311,968	-
Mass Transit Assessment	25,720	-	-	36,572	-	-	31,107	-	-	49,900	-	-
Property Taxes	10,048	6,997	4,453	146,904	931,718	25,961	42,378	7,079	29,059	11,031	29,524	28,370
Timber Revenue	3,007	86,106	-	-	43,012	-	-	38,650	-	-	53,205	-
Micro Transit Revenue	-	-	-	-	-	-	-	50,000	-	-	-	-
Other	6,260	7,763	5,954	5,844	6,335	7,866	7,653	5,909	6,030	4,179	4,856	4,547
Total Sources	54,622	322,074	19,774	445,648	1,110,133	42,371	333,428	109,616	130,525	335,697	408,570	42,147
Uses of funds:												
Wages/Taxes/Benefits	165,090	254,886	186,154	192,216	157,227	180,568	187,846	156,820	236,112	167,543	146,217	187,172
Materials & Services	66,750	65,049	45,658	68,598	41,917	47,596	107,803	72,189	70,348	109,315	84,494	66,559
Debt Services	-	63,370	-	63,370	-	-	63,370	-	-	63,370	-	168,555
Capital Expenses	-	-	-	-	-	-	-	-	-	-	-	-
Capital Reserve Fund	-	-	-	-	-	-	100,000	-	-	-	-	-
Contingency	-	-	-	-	500,000	-	-	-	-	-	-	-
Total Uses	231,840	383,305	231,812	324,184	699,144	228,163	459,019	229,009	306,460	340,228	230,711	422,286
Ending Cash	1,689,913	1,628,682	1,416,645	1,538,109	1,949,098	1,763,306	1,637,715	1,518,321	1,342,386	1,337,855	1,515,715	1,135,575

Date: July 24, 2025

To: Board of Commissioners

From: Jennifer Geisler Chief Operating Officer

Re: Agenda item Update SETD ADA Paratransit No-Show policy

SETD received the RLS Compliance Report on April 22, 2025, with nine compliance observations and four advisory recommendations made to help SETD improve the operations.

Item number 13 addresses the current ADA Paratransit No-Show Policy. The current policy states that the rider is in violation after three no-shows but does not consider the frequency of trips. RLS suggests that SETD develop a standard that accounts for the frequency of trips, number of no-shows and the number of no-shows exceeds (X) percentage of total trips reserved during the same time period.

Staff recommends removing "Suspension of ADA Paratransit Services" in the current Sunset Transportation District Americans with Disabilities Act Paratransit Plan Updated September 2020 and replace it with the attached two page "Policy on No-Shows and Late Cancellation."

Policy on No-Shows and Late Cancellation

Sunset Empire Transportation District (SETD) understands that because SETD ADA Paratransit requires trips to be scheduled in advance, riders may sometimes miss scheduled rides or forget to cancel rides they no longer need. SETD also understands that riders may sometimes miss scheduled trips or be unable to cancel trips in a timely way for reasons that are beyond their control. However, repeatedly missing scheduled trips or failing to cancel trips in a timely way can lead to suspension of service. The following information explains SETD's no-show policy.

Definitions: No-Show, Pickup Window, and Late Cancellation

No-show

A no-show occurs when a rider fails to appear to board the vehicle for a scheduled trip within their pickup window.

Pickup Window

The pickup window is defined from 15 minutes before the scheduled pickup time to 15 minutes after the scheduled pickup time. Riders must be ready to board a vehicle that arrives within the pickup window. The driver will wait for a maximum of five (5) minutes within the pickup window for the rider to appear.

Late Cancellation

A late cancellation is defined as either: a cancellation made less than 1 hour before the scheduled pickup time or as a cancellation made at the door or a refusal to board a vehicle that has arrived within the pickup window.

SETD does not count no-shows or late cancellation or missed trips due to our error, such as:

- Trips placed on the schedule in error.
- Pickups scheduled at the wrong pickup location.
- Drivers arrive and departing before the pickup window begins.
- Drivers arriving late (after the end of the pickup window)
- Drivers arriving within the pickup window but departing without waiting the required five (5) minutes.

SETD does not count no-shows or late cancellations situations beyond a rider's control that prevent the rider from notifying SETD that the trip cannot be taken, such as:

- Medical emergency
- Family emergency
- Sudden illness or change in condition.

Riders should contact SETD ADA Paratransit operations when experiencing no-shows or late cancellations due to circumstances beyond their control.

Policy for Handling Subsequent Trips Following No-shows

When a rider is a no-show for one trip, all subsequent trips on that day remain on the schedule unless the rider specifically cancels the trips. To avoid multiple no-shows on the same day, riders are strongly encouraged to cancel any subsequent trips they no longer need that day.

Suspension Policies for a Pattern or Practice of Excessive No-shows and Late Cancellation

SETD reviews all recorded no-shows and late cancellations to ensure accuracy before recording them in a rider's account.

Each verified no-show or late cancellation consistent with the above definitions counts as one (1) penalty point. Riders will be subject to suspension after they meet all the following conditions:

- Accumulate three (3) penalty points in a 30-day period.
- Have scheduled at least ten (10) trips within that 30-day period.
- Have "no-showed" or "late cancellations" that exceed 20 percent of scheduled trips.

A rider will be subject to suspension only if both the minimum number of trips booked and the minimum number of penalty points are reached during the same 30-day period. SETD will notify riders by telephone after they have two (2) no-shows within one (1) month. SETD will work with the rider to assist in making sure that suspension of service is a last resort determination.

All suspension notices include a copy of this policy, information on disputing no-shows or late cancellations, and how to appeal suspensions. Suspensions begin on Mondays. The first violation in a calendar year triggers a warning letter but no suspension. Subsequent violations result in the following suspensions:

- Second violation: Seven (7) day suspension
- Third violation: 14-day suspension
- Fourth violation: 21-day suspension
- Fifth and subsequent violations: 30-day suspension

Policy for Disputing Specific No-Shows or Late Cancellations

Riders wishing to dispute specific no-shows or late cancellations must do so within thirty business days of receiving a suspension letter. Riders should contact Sunset Empire Transportation ADA Paratransit at 503-861-7433 ext. 2, Monday through Friday from 8 a.m. to 4 p.m. to explain the circumstances and request the removal of the no-show or late cancellation.

Policy for Appealing Proposed Suspensions

Riders wishing to appeal a suspension under this policy have the right to file an appeal request, which must be in writing by letter or via email. Riders must submit written requests within sixty business days of receiving suspension letters. Riders who miss the appeal request deadline will be suspended from SETD ADA Paratransit service on the date listed in the suspension notice.

Please refer to "Appeals Process" in this document, Sunset Empire Transportation District Americans with Disabilities Act Paratransit Plan.

SUNSET EMPIRE TRANSPORTATION DISTRICT



Americans with Disabilities Act Paratransit Plan

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

Introduction

Sunset Empire Transportation District (SETD) recognizes the significant role that independent travel plays in the life of persons with disabilities. SETD operates 3 types of transportation services to the public in Clatsop County: Fixed Route bus service, Intercity Bus Service and Demand Response Bus Service. All public service offered by SETD shall be delivered efficiently, safely and with purpose. SETD strives to provide an effective transit service by keeping current with local, state and national industry trends as well as federal requirements to maintain a culture of continuous compliance, improvement and learning.

Service Area Characteristics

The 2011 Census lists Clatsop County with a population of 37,153. Seniors 65 years and older make up 17.2% of the population, while the number of residents under the age of 18 is 20.2%. The average travel time of a working Clatsop County resident age 16 and over is 17.5 minutes. The area of Clatsop County is measured 829.05 square miles. SETD's service area encompasses 840 square miles in Clatsop County. SETD operates an American's with Disabilities Act Compliant Paratransit Service for individuals with disabilities who are eligible. The Astoria Transit Center is located at 900 Marine Drive in Astoria.

Types of Service

Fixed Route Service and Seasonal Route Service

Intercity Bus Service

Demand Response Service- RIDE ASSIST

ADA accessibility and compliance is practiced on all service types.

Fixed Route & Commuter Routes

SETD operates fixed route bus service in Clatsop County. Fixed routes operate Monday thru Sunday from 5:45 am to 9:50 pm. There are 4 routes, two fixed and two connectors, that operate on the weekends. Weekend routes are identified as Saturday and Sunday. These include the Pacific and Lower Columbia Connector Routes. ADA Paratransit is not available on Saturday or Sunday for the Connector Routes. Also included in weekend service is Route 21 Seaside to Cannon Beach and Route 15 Warrenton to Astoria. ADA Paratransit is available on these routes. Fixed route fares range from 1.00 dollar and 4.00 dollars based on the distance traveled.

Route 10 serves the City of Astoria. This route begins at 6:00am and ends at 9:10pm. Fare is \$1.00. ADA Paratransit service is available on this route.

Route 13 serves the east end and downtown areas of Astoria on Saturday and Sunday. This route begins at 9:55am and ends at 3:45pm. Fare is \$1.00. ADA Paratransit service is available on this route.

Route 101 serves the Highway 101 corridor covering communities that include Astoria, Warrenton, Gearhart and Seaside. This route operates with frequency of 49 minutes. This route starts at 6:00am and ends at 9:22pm. Fare is \$1.00 ADA Paratransit service is available on this route.

Route 20 serves the south end of our service area connecting riders from Seaside to Cannon Beach. This route offers connections to Tillamook County Transit "The Wave" four times a day. Route 20 begins at 6:00am and ends at 8:55pm. Fare is \$1.00. ADA Paratransit service is available on this route.

Route 21 serves Cannon Beach and Seaside with operation on Saturday and Sunday. This route begins at 9:00am and ends at 6:20 pm. Fare is \$1.00. ADA Paratransit is available on this route.

Route 17 is a seasonal fixed route. This route serves Cannon Beach Monday through Friday during the summer months beginning on the Thursday prior to Sandcastle Weekend and ending on the last day of

September. This route begins at 10:30am and ends at 6:26pm. Fare is \$1.00 ADA Paratransit is available on this route.

Route 15 serves Warrenton and Hammond. This route operates five days a week and begins at 5:45am and ends at 8:40pm. Fare is \$1.00. ADA Paratransit is available on this route.

Route 16 serves Warrenton and Hammond on Saturday and Sunday. This route begins at 7:45am and ends at 5:25pm. Fare is \$1.00. ADA Paratransit is available on this route.

Route 11 is a seasonal fixed route. This route begins at the Port of Astoria and completes a small downtown loop. This route operates from March to October, only on specific days of the week, weekdays or weekends. Times are variable. Fare is \$1.00. ADA Paratransit is available on this route.

Route 12 is a seasonal fixed route. This route has a fixed schedule that begins at the Port of Astoria and makes a loop to Warrenton Fred Meyer, Costco and back to the Port. This route operates from March to October, only on specific days of the week, weekdays or weekends. Times are variable. Fare is \$1.00. ADA Paratransit service is available on this route.

Seaside Streetcar is a seasonal fixed route that travels exclusively in Seaside and operates closer to the downtown corridor. It operates from Memorial Day Weekend through September on Saturday and Sundays. This route begins at 11:00am and ends at 7:50pm. Fare is \$1.00 ADA Paratransit Service is available on this route.

Lower Columbia Connector serves as an intercity route from Astoria to Portland. This service is provided three times a day, seven days a week, and allows for connections to be made with Columbia County Rider, TriMet and Amtrak. This route begins at 7:20am and ends at 10:23pm. The fare ranges from 1.00 to \$15.00 depending on the origin and destination. ADA Paratransit Service is not available on this route.

Pacific Connector serves Astoria to Cannon Beach with operation on Saturday and Sunday. The Pacific connector meets with Tillamook County Transit 4 times a day to provide connectivity. This route is identified as an intercity route. This route begins at 8:30am and end at 8:30pm. ADA Paratransit service is not available on this route.

Seasonal Routes

Seasonal Routes operate during specific times during the year. Seasonal routes are fixed routes. Seasonal routes operate in the spring through the fall months. ADA Paratransit Service is available on seasonal routes.

Demand Response Service RIDE ASSIST

Dial-A-Ride provides curb to curb service in a limited scope to riders who are under served or unserved and connects them to the fixed route service and to major destinations for goods and services. This service operates 5 days a week from 8:00am to 5:00pm in Jeffers Gardens and Miles Crossing. On Tuesdays and Thursdays, service is available in John Day, Svensen and Knappa. The service is zonal and, requires advanced reservations. Fares are based on one way or round-trip reservations with a maximum 20-mile one-way trip.

All SETD busses are equipped with lifts and or ramps to accommodate mobility devices and those with mobility limitations. All SETD buses have wheelchair stations. SETD drivers are trained on the safe securement of wheelchairs and mobility devices. SETD drivers are required to attend PASS (Passenger Assistance Safety and Securement) class training upon initial employment and to recertify every two years. Mobility Device lift and equipment inspections are performed by a driver up to 5 times while a bus is in service. Efforts will be made to transport as many types and sizes of mobility devices as each vehicle configuration can accommodate. SETD drivers will load and secure the devices to the best of their ability. It is SETD policy that all mobility devices must be restrained. It is not SETD policy that riders must wear seatbelts or shoulder safety belts. For reasonable accommodations please see the Reasonable Modification Policy.

ADA Paratransit Service

ADA Paratransit Service is provided in compliance with the Americans with Disabilities Act of 1990. ADA Paratransit Service is based on a $\frac{3}{4}$ mile service area on each side the current fixed bus route. ADA Paratransit Service will not be provided during identified intercity times or Connector routes.

Paratransit Eligibility Process

To become eligible for ADA Paratransit Service the applicant must complete and return the ADA Paratransit Application. This application can be picked up at the Astoria Transit Center at 900 Marine Drive in Astoria. Applications may be downloaded off the SETD website at www.ridethebus.org or mailed to applicant upon request. Applications are available in alternative formats upon request. Alternative formats can be requested by notifying the Mobility Department. The Americans with Disabilities Act of 1990 specifies how transit agencies should determine eligibility for ADA Paratransit services. SETD employees practice the highest level of confidentiality when handling ADA Paratransit application and information. All verbal and written information provided during the Paratransit application, interview and assessment is protected information that is to remain confidential under the current Oregon laws relating to confidentiality. Once received, the application will be date stamped and the applicant will be given presumptive eligibility while the application is being processed. SETD has 21 days to process an application and determine eligibility. Staff will contact the applicant to conduct a phone interview or an in-person assessment. This will result in a determination of eligibility. SETD reserves the right to choose one or both of these interviews to determine eligibility. The applicant will be notified of the determination in writing. It is SETD practice to determine a Paratransit status once a person is considered eligible. The three levels of eligibility are: Permanent, Temporary and Conditional. Once this process is complete and the applicant is determined eligible, they will receive an eligibility letter. If an applicant is denied ADA Paratransit eligibility or services, then the applicant has the right to appeal the decision. Denial of service determinations will be in writing and will include the explanation for the denial along with information on the appeals process.

Types of ADA Paratransit Eligibility:

- Permanent- Lifelong condition that will not improve or change
- Temporary- A condition that will improve over time
- Conditional- case by case basis and dependent on many factors including a person's abilities, the transportation environment and origins and destinations

Appeals Process

An applicant has the right to appeal any decision made by the ADA Paratransit Supervisor when denied eligibility and service. The appeals process must be initiated within 60 days of the denial of eligibility or service. The applicant must submit their complaint in writing using the Discrimination Complaint Form located on the SETD website at <https://www.nworegontransit.org/accessibility-setd/>. Appeals may be submitted to the SETD Executive Director at 900 Marine Drive Astoria, Oregon 97103. Any applicant who needs alternative accommodations or assistance may contact SETD's Mobility Department. The Executive Director will hear the appeal and make a determination within 30 days of the receipt of an appeal. The applicant may request an open and public meeting to provide evidence and testimony to support their appeal. The determination will be provided in writing or in alternative format.

Visitor Status

Visitors will be provided ADA Paratransit service based on the certification of their current ADA Paratransit Service Provider. If a visitor does not have Paratransit eligibility on record in their home county or their status has expired, the visitor must apply for ADA Paratransit in Clatsop County. Visitors will be provided service for any combination of twenty-one (21) days during a year period (365 days) starting with the visitor's first use of the service during that period. Visitors who wish to receive service beyond the twenty-one (21) day period must apply for eligibility with SETD.

Curb to Curb and Door to Door Service

Door to Door service will be delivered by a SETD vehicle. Every effort must be made by the rider to arrange door to door requests when the ride is scheduled. This will help SETD identify how best to deliver Door to Door service. Door to Door service is delivered on a case by case basis.

Fares

Paratransit fare is two times the set fare for that fixed route. For example, if a rider is using ADA Paratransit service on a route that has a fare of \$1.00, the Paratransit fare would be \$2.00.

Service Accommodations

The rider has the right to travel with a Personal Care Attendant (PCA) and one companion-the PCA rides free, the companion pays the same fare as the eligible individual. Additional companions are allowed on a space available basis. PCA's and companions must travel to the same location as the eligible rider. Service animals and mobility aids are accommodated on all fixed route buses and ADA Paratransit buses; SETD does not practice capacity restraints in delivering ADA Paratransit service. SETD certifies that there will be no trip restrictions in the delivery of ADA Paratransit bus service.

SETD has policies in place for tracking trip denials.

Scheduling a Ride

Rides must be scheduled by 4:00pm the day before the ride is needed. Subscription Service is available for riders that travel to and from the same location on a regular basis. Riders may request subscription service by making reservations up to 14 days in advance. Subscription Service is not necessary to use ADA Paratransit Service. Paratransit trips known in advance may be scheduled at any time as long as it is scheduled at least one day in advance. Rides can be satisfied by using a Demand Response vehicle. Rides will be scheduled by staff during regular business hours Monday through Friday from 8:00 am to 4:00 pm and Saturday and Sunday from 9:00 am to 4:00 pm. Ride requests must be made the day before the ride is needed. The dispatcher may negotiate pick up and drop off times with the rider no more than one hour before or after the riders requested pick up time. Any cancellations should be called in as soon as possible.

Suspension of ADA Paratransit Services

~~SETD may reserve the right to suspend ADA Paratransit Services to a rider who establishes a pattern or practice of missing scheduled trips (no-show) or for violating the rules of conduct. Within a 30-day period, three (3) or more no-shows representing at least 20 percent of scheduled trips will be grounds for service suspension. The first violation in a calendar year triggers a warning letter but no suspension. Subsequent violations result in the following suspensions:~~

- ~~• Second violation: Seven (7) day suspension~~
- ~~• Third violation: 14 day suspension~~
- ~~• Fourth violation: 21 day suspension~~
- ~~• Fifth and subsequent violations: 30 day suspension~~

~~SETD will work with the rider to assist in making sure that suspension of services is a last resort determination.~~

Additional Information on ADA Paratransit Service

SETD certifies that there are no capacity restraints in the delivery of ADA Paratransit Service.

SETD certifies that there are no trip purpose restrictions in the delivery of ADA Paratransit Service.

SETD certifies that door to door service is available upon request for riders.

Performance to Six Service Criteria Comparison:

SETD's ADA Paratransit service levels are equal to those of its fixed route service with respect to the six service criteria specified in the ADA regulations. The following table highlights the performance of the previously described complementary ADA Paratransit service to that of the fixed route system.

Service Criteria	Consistent with Regulation	Comments
Service Area	Yes	ADA Paratransit service available within $\frac{3}{4}$ mile of all fixed routes: 101, 11, 10, 21, 15, 17, 20, Streetcar & 12.
Response Time	Yes	Between 4:00 pm the day before ride request and 14 days prior to ride request
Fares	Yes	The ADA Paratransit Fare is 2 times that of the fixed route
Trip Purpose	Yes	SETD certifies that there are no trip purpose restrictions
Hours and Days of Service	Yes	Days and Hours for Paratransit Service are the same as fixed route, 5:45am to 9:50pm Monday thru Friday, Saturday & Sunday 6:10am to 6:20pm on applicable route. No service during commuter times.
Capacity Restraints	Yes	SETD certifies that there are no capacity restraints.

Coordination of Services

SETD connects with transit partners in bordering counties to create seamless service for riders.

Provider	Type of Service	Time
Tillamook County Transit "The Wave"	Fixed Route connects in Cannon Beach at the Midtown stop via Route 20 Monday-Friday Pacific Connector Saturday and Sunday	Four times a day at 9:20 am 11:20am 2:20pm & 7:20pm Mon-Fri Four times on Saturday and Sunday at 9:23am, 11:33am, 2:33p3000m & 7:23pm.
Pacific Transit	Fixed Route connects at the Astoria Transit Center	Four times a day Mon-Fri 7:20am,10:05am, 2:00pm and 4:40pm.
Northwest Point	Motor coach service connects at the Transit Center	Twice a day,7 days a week 8:15am and 5:45pm

North Coast DAV Transport Van	Veteran transportation to medical appointments out of the county.	Pick up at designated points with an arrival time of 9:30 am in Portland Mon-Fri.
Columbia County Rider	Lower Columbia Connector connects in Rainier via Columbia County Rider.	Three times a day, seven days a week, 8:32am East bound, 4:36 pm West bound, and 5:32 East Bound

Dissemination of the Plan

Public Involvement

The 2011 SETD ADA plan was discussed and reviewed with the SETD Senior and Disabled Advisory Committee on November 9, 2010. This committee is made up of Clatsop County Residents that represent or work with the senior and disabled population. This ADA plan was presented to the public for comment and review on December 13, 2010. The SETD ADA Plan is available in alternative formats upon request. Alternative Formats can be requested by contacting the SETD Mobility Department. SETD ADA Plan Important Dates as follows:

November 10th 2010: SETD Senior and Disabled Advisory Committee review SETD ADA Plan. The Senior and Disabled Advisory Committee gave input on delivery of ADA services in Paratransit and Dial-A-Ride. Suggestions and examples were discussed on how to better serve riders and improve services.

December 13th 2010: SETD holds public hearing for community to review and participate in Plan with SETD Senior and Disabled Advisory Committee in attendance.

December 16th 2010: SETD Board of Commissioners review SETD ADA Plan. This is an open public meeting. If not adopted at this meeting another meeting will be held in January.

February 22nd 2011 SETD execution of ADA Plan. Internal Trainings will be held with managers and supervisors to inform how the ADA Services will continue to be delivered.

March 1st 2011: ADA Plan will be posted, and public informational class will be offered to those interested in delivery of ADA Services targeting the senior, disabled and medical community.

November 17th 2011: Adoption of the revised ADA Paratransit Plan by the SETD Board of Commissioners

February 28th 2013: Adoption of the revised ADA Paratransit Plan by the SETD Board of Commissioners

August 30, 2013: ADA Plan Update

April 2014: ADA Plan Update

July 2015: ADA Plan Update and addition of Reasonable Accommodation Policy

May 2018: ADA Plan Update

September 2020: ADA Plan Update

Implementation Plan

As SETD meets the required service criteria for complementary Paratransit service, there are no planned changes to address Paratransit requirements.

Execution of ADA Paratransit Plan

In order to execute the SETD ADA Plan, internal training will be required. The ADA Paratransit training manual will be distributed to all department managers and be made available to employees. SETD employees will receive initial training at hire and receive updated training annually. The ADA Plan is a living document that can be amended or revised during the annual review process or if service changes by the SETD Board of Directors.

Supplemental Documents:

1. Map of SETD Service area and ¾ mile ADA Paratransit Service
2. Attachment of SETD's Fleet mobility lift inventory
3. Attachment of tracking procedures of trip denials

Sunset Empire Transportation District Vehicle List

Bus #	Year	Make/Model	Vehicle Type	Length	No. Seats (Total)	No. ADA Stations	Platform Size	Securement Area	Capacity	Lift Type	Vehicle Use
15	2009	Ford/Starcraft	c/away	18	8	3	50x32	46x30	800 lbs	Ricon	ParaTra
20	2009	Ford/Eldorado	c/away	23	12	2	53x34	46x33	800 lbs	Ricon	ParaTra
21	2010	Chevy/Glaval	c/away	21	12	4	31x33	44x32	800 lbs	Braun	ParaTra
22	2009	Ford	van		7	2	44x36	44x36	800 lbs	Braun	ParaTra
73	2001	Freightliner	trolley	35	39	2	46x36	46x36	800 lbs	Ricon	Fixed Route
75	2003	BlueBird	transit	35	37	2	50x32	46x30	800 lbs	Ricon	Fixed Route
76	2003	BlueBird	transit	35	37	2	50x32	46x30	800 lbs	Ricon	Fixed Route
77	2003	BlueBird	transit	35	37	2	46x30	46x30	800 lbs	Ricon	Fixed Route
78	2003	BlueBird	transit	35	37	2	46x30	46x30	800 lbs	Ricon	Fixed Route
92	2015	Freightliner	Bus	35	30	2	51x34	50x36	800 lbs	Braun	Fixed Route
93	2014	Ford	Bus	32	28	2	54x34	51x31	800 lbs	Braun	Fixed Route
94	2014	Ford	Bus	32	28	2	54x30	51x31	800 lbs	Braun	Fixed Route
95	2016	Ford	c/away	25	18	4	54x34	59x34	800 lbs	Braun	Fixed Route
98	1998	Gillig	Transit	42	37	2	Ramp	46x30	1000 lbs	Ramp	Fixed Route
99	1998	Gillig	Transit	42	37	2	Ramp	46x30	1000 lbs	Ramp	Fixed Route
1701	2017	Ford	Trnst Van	22	14	5	54x34	60x43	1000 lbs	Braun	ParaTra
1702	2017	Ford	Trnst Van	22	14	5	54x34	60x43	1000 lbs	Braun	ParaTra
1801	2018	Freightliner	Glaval	35	30	2	51x34	50x36	1000 lbs	Braun	Fixed Route
1802	2018	Freightliner	Glaval	35	30	2	51x34	50x36	1000 lbs	Braun	Fixed Route
1901	2002	MCI	MC	45	55	2	54x34	50x36	1000 lbs	Ricon	Fixed Route
1902	2011	Volvo	MC	45	55	2	54x34	50x36	1000 lbs	Ricon	Fixed Route
2001	2020	Chevy/Arboc	Bus	28	21	2	Ramp	50x36	1000 lbs	Braun	Fixed Route
2002	2020	Chevy/Arboc	Bus	28	21	2	Ramp	50x36	1000 lbs	Braun	Fixed Route
2003	2020	Chevy/Arboc	Bus	28	21	2	Ramp	50x36	1000 lbs	Braun	Fixed Route
2004	2020	Freightliner	Glaval	36	30	2	51x34	50x36	1000 lbs	Braun	Fixed Route

PCA Definition

A personal care attendant is defined as a person who is employed or designated specifically to assist a disabled person. A PCA is a form of a mobility aid. PCA's ride to and from the same location as the rider they are assisting. There is no fare required for a PCA. A person may have more than one PCA. Each individual PCA may provide a different form of assistance to the rider. PCA's are not companions. Companions are required to pay the scheduled fare. This PCA policy is applicable to all SETD transportation services: Fixed Route, ADA Paratransit and Demand Response.

Trip Denial Tracking Procedure

When eligible individuals request a specific time and date for a ride request and the request cannot be filled within the allowable timeframe of one hour before or after the requested time then this will be considered a denial of a ride. If a ride request is made for a ride outside the service area, service times or service days then this is considered a denial of a ride. If the initial ride is denied, a new ride may be requested from the rider. A rider may request a different time or date. The dispatcher may also offer a time separate from the original ride. The dispatcher shall log the ride denial and reason for the denial. These statistics will be recorded and reported in monthly reports.

Reasonable Modification Policy

Purpose

The purpose of the reasonable modification policy is to ensure that SETD offers equal and effective opportunities and access to public transportation services for persons with disabilities and full compliance with the provisions of the Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

Policy

SETD is committed to providing equal access and opportunity to qualified individuals with disabilities in all programs, services and activities. SETD recognizes that to have equally effective opportunities and benefits, individuals with disabilities may need reasonable modification to policies and procedures. SETD will adhere to all applicable federal and state laws, regulations and guidelines with respect to providing reasonable modifications, as necessary, to afford equal access to programs for persons with disabilities. SETD does not discriminate on the basis of disability in admission to, participation in, or receipt of services and benefits under any transit program or activity. SETD will take appropriate steps to ensure that persons with disabilities have an equal opportunity to participate in all programs and services.

Reasonable Modifications

A reasonable modification is a change or exception to a policy, practice, or procedure that allows disabled individuals to have equal access to programs, services, and activities. SETD will make reasonable modifications to all of these when necessary to ensure access to transit services for qualified individuals with disabilities, unless:

- Making the accommodation would fundamentally alter the nature of the public transportation service.
- Making the accommodation would create a direct threat to the health or safety of others including passengers.
- The individual with a disability can fully use SETD's services without the accommodation being made.

For the purposes of this section, the term reasonable accommodation shall be interpreted in a manner consistent with the term “reasonable modifications” as set forth in the Americans with Disabilities Act title II regulations at 28 CFR 35.130(b) (7), and not as it is defined or interpreted for the purposes of employment discrimination under title I of the ADA (42 U.S.C. 12111–12112) and its implementing regulations at 29 CFR part 1630.

Eligibility Criteria

An individual is eligible to be considered to receive a reasonable modification if that individual has: a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such impairment; or has been regarded as having such impairment.

Requests for Reasonable Modifications

SETD shall make information about how to contact the Mobility Management Coordinator to make requests for reasonable modifications readily available to the public through its website and rider policies. SETD shall follow these procedures in taking requests:

- Individuals requesting modifications shall describe what they need to use the service.
- Individuals requesting modifications are not required to use the term “reasonable modification” when making a request. Staff at SETD will determine if the request represents a reasonable modification and proceed in accommodating the request accordingly.
- Whenever feasible, SETD requests that individuals make such requests for modifications in advance if it is possible to do so before the expected modified service delivery.

Where a request for modification cannot practicably be made and determined in advance (*e.g.*, because of a condition or barrier at the destination of a paratransit, demand response, or fixed route trip of which the individual with a disability was unaware until arriving), operating personnel shall make a determination of whether the modification should be provided at the time of the request.

Requests for accommodation may be made either orally or in writing. The reasonable accommodation process begins as soon as the request for accommodation is made.

The request can be submitted in any written format. Alternative means of filing a request, such as personal interviews, phone calls, or taped requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

Interactive Process

When a request for accommodation is made, SETD and the individual requesting an accommodation must engage in a good faith interactive process to determine what, if any accommodation shall be provided. The individual and SETD must communicate with each other about the request, the process for determining whether an accommodation will be provided, and the potential accommodations. Communication is a priority throughout the entire process.

Time Frame for Processing Requests and Providing Reasonable Modification

SETD will process requests for reasonable accommodation and then provide accommodations, where appropriate, in as short a time frame as reasonably possible. SETD recognizes, however, that the time necessary to process a request will depend on the nature of the accommodation(s) requested and whether it is necessary to obtain supporting information.

Granting a Reasonable Modification Request

As soon as SETD determines that a reasonable accommodation will be provided, that decision shall be immediately communicated to the individual. This notice must be in writing in order to maintain the required information for reporting purposes. Upon request, alternative means of response will be provided. In choosing among alternatives for meeting nondiscrimination and accessibility requirements with respect to new, altered, or existing facilities, or designated or specified transportation services, SETD shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.

Denying a Reasonable Modification Request

As soon as SETD determines that a request for reasonable accommodation will be denied, SETD will communicate the basis for the decision in writing to the individual requesting the modification. The explanation for the denial will clearly state:

- a. the specific reasons for the denial;
- b. any alternative accommodation that may create the same access to transit services as requested by the individual
- c. the opportunity to file a complaint relative to the SETD decision on the request.

Complaint Process

SETD has a process for investigating and tracking complaints from qualified individuals. These procedures shall be posted on the SETD website and will be provided to any individual where SETD has denied a request for accommodation. The process and any forms necessary to file a complaint are readily available from the web. Alternative means of filing complaints, such as personal interviews, phone calls, or electronically recorded requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

Any person who believes she or he has been discriminated against in obtaining a reasonable modification may file a complaint by completing and submitting a SETD Complaint Form. SETD investigates complaints received no more than 30 days after receipt. Once the complaint is received, the complainant will receive an acknowledgement of receipt. If more information is needed to resolve the complaint, SETD may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to the SETD.

If SETD is not contacted by the complainant or does not receive the additional information within 30 business days, they may administratively close the complaint. A complaint may be administratively closed also if the complainant no longer wishes to pursue their case. This will all documented.

After SETD investigates the complaint, a decision will be rendered in writing to the complainant. SETD will issue either a Letter of Closure or Letter of Finding.

- d. *Letter of Finding* – This letter will summarize the complaint, any interviews conducted regarding the complaint, and explains what actions will be taken by SETD to address the complaint.
- e. *Letter of Closure* – This letter will explain why SETD has determined that the complaint does not merit accommodation under the Americans with Disabilities Act and that the complaint will be closed.

If the complainant disagrees with the decision of SETD, an opportunity to appeal the decision may be pursued provided the complaint files notice of appeal within 21 days of the initial decision to the SETD Executive Director.

In the event of appeal, the complainant will be granted all due process, including the ability to present additional evidence, present the case in person during an appeal hearing, and to be represented by counsel.

Designated Employee

SETD shall designate one employee within the organization responsible for processing reasonable modification requests and handling complaints. This individual is the Mobility Management Manager. In the event that the Mobility Management Manager needs assistance in these requests, the SETD Executive Director will provide support.