



## Sunset Empire Transportation District BOARD OF COMMISSIONERS

### **Board Agenda Coversheet**

**Item number:** 9c

**Date:** Feb. 26, 2026

**Item type:** Continued business

**Subject:** Clatsop Community College MOU

**Department:** Executive Director

**Summary:** SETD and Clatsop Community College staff have been working on an MOU to establish a UPASS program giving CCC students access to transit.

A final draft version is attached for board review.

The original version said CCC would provide student assistance to SETD in the form of social media creation and posting, averaging about two to three hours per week when school is in session. This was changed to reflect that the support will be indirect and department based, rather than individual student based, so students aren't considered SETD employees.

Edits also were made to clarify the relationship between CCC and SETD, and insurance and indemnity language was modified.

**Attachments:**

- Clatsop Community College MOU

# Memorandum of Understanding (MOU)

Between  
Sunset Empire Transportation District (SETD)  
and  
Clatsop Community College (CCC)

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## I. Purpose

This Memorandum of Understanding (MOU) establishes the terms between the Sunset Empire Transportation District (SETD) and Clatsop Community College (CCC) (collectively the "Parties" and each a "Party") governing this Agreement to provide fare-free public transit access for CCC students, faculty, and staff. It outlines the mutual benefits, commitments, and responsibilities of both parties.

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## II. Benefits for CCC

- All CCC students, faculty, and staff shall have fare-free access to SETD transit and paratransit services with presentation of a valid CCC identification card.
  - SETD will provide information about its services at the beginning of each school year during new student orientation and/or at CCC's benefits fair.
  - Additional information and resources regarding SETD services will be provided upon request.
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## III. CCC Support for SETD

CCC shall provide the following support to SETD during the term of this Memorandum of Understanding:

- **Facility Access**  
CCC shall make available conference rooms or other public-use spaces for SETD-related activities up to three (3) times per calendar year, subject to availability and CCC's standard facility use policies.
- **Marketing and Communications Support**  
CCC shall collaborate with SETD staff to develop and disseminate social media and other promotional content. CCC shall also encourage its departments and students to participate in the creation and distribution of content that supports SETD programs and promotes public transit usage.

- **Orientation and Outreach Activities**  
CCC shall invite SETD staff to participate in CCC-hosted campus orientation at the beginning of the school year and other outreach events for the purpose of distributing transit-related materials, including but not limited to schedules, maps, and promotional materials encouraging students to utilize public transit services.
  - **Paratransit Coordination**  
CCC shall coordinate with the SETD Mobility Management team to promote awareness of paratransit services and to support access to such services for students with disabilities.
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#### **IV. Duration**

- This Agreement shall begin on **January 1, 2026**, and remain in effect for one (1) year.
  - The Agreement will automatically renew annually unless either party requests changes.
  - Both parties will review the Agreement at least sixty (60) days prior to renewal.
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#### **V. Other Provisions**

- SETD and CCC are independent entities. Nothing in this Agreement shall be deemed to create a joint venture, partnership, joint employer, or other type of relationship. Neither Party shall have the right to direct the activities of the other Party or its employees, agents, students, or members. Neither Party shall have authority to represent or bind the other Party except as expressly authorized in writing.
  - This Agreement involves no direct financial exchange. Each Party shall be solely responsible for its costs and expenses associated with this Agreement.
  - Either party may terminate this Agreement with sixty (60) days' written notice.
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#### **VI. Merger Clause**

This document constitutes the entire Agreement between SETD and CCC. No waiver, consent, modification, or change of terms shall be binding unless made in writing and signed by both parties. Such modifications shall be effective only for the specific instance and purpose stated. There are no oral or written understandings or representations not specified herein. By signing below, each party acknowledges that it has read, understood, and agrees to be bound by this Agreement's terms and conditions.

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## VII. Insurance and Indemnity

- **CCC Indemnification:** CCC shall defend, indemnify, and hold harmless SETD, its officers, employees, and agents from any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only to the extent such liability, loss, expense, or claims result from the negligent acts or omissions of CCC, its officers, agents, or employees. CCC shall maintain appropriate insurance at its own expense during the term of this Agreement, including:
  - Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
  - Workers' Compensation insurance as required by Oregon law.

Such insurance shall designate SETD as an additional named insured and shall provide proof of insurance upon request by SETD.

- **SETD Indemnification:** SETD shall defend, indemnify, and hold harmless CCC, its officers, employees, and agents from any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only to the extent such liability, loss, expense, or claims result from the negligent acts or omissions of SETD, its officers, agents, or employees. SETD shall maintain appropriate insurance at its own expense during the term of this Agreement, including:
  - Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
  - Workers' Compensation insurance as required by Oregon law.

Such insurance shall designate CCC as an additional named insured and shall provide proof of insurance upon request by CCC.

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## VIII. Compliance and Severability

Both parties shall comply with all applicable Federal, State, and Local laws and ordinances in connection with this Agreement. If any term or provision of this Agreement is declared invalid or illegal by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the rights and obligations of the parties shall be construed as if the invalid provision had not been included.

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## IX. Termination and Duration

- This Agreement may be terminated by mutual consent of both parties or by either party upon sixty (60) days' written notice delivered by certified mail or in person.

- Both parties agree to make a good faith effort to avoid termination mid-quarter or at a time that would negatively impact either party.
  - Upon signature by authorized representatives of both parties, this Agreement shall be effective from **January 1, 2026**, through **December 31, 2026 and thereafter automatically renew per section IV of this agreement**, unless modified, terminated, or extended by mutual agreement.
  - This Agreement shall automatically renew annually unless cancelled by either party with at least sixty (60) days' prior written notice before the end of the contract term.
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## Signatures

### For Sunset Empire Transportation District (SETD)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### For Clatsop Community College (CCC)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_