



Mid-Columbia Economic Development District

Executive Committee Meeting
Wednesday, September 6, 2023
4:00 P.M.

Via Zoom Only: <https://us06web.zoom.us/j/82055090918>
Or Call 669-900-6833, Meeting ID: 820 5509 0918

AGENDA

<u>Topic</u>	<u>Estimated Time</u>	<u>Item</u>
Call to Order, Introductions		
Executive Committee Minutes <i>August 2023</i>	2 minutes	Approval
Finance Report	5 minutes	Approval
Regional Transit Marketing and Outreach Contract Award	5 minutes	Approval
Private Sector Appointments	10 minutes	Recommendation
Executive Director Updates <i>Gilliam County, FY23 Annual Report, EDA Recompete Grant</i>	10 minutes	Information
Other New Business; Committee Members Updates		
Adjourn		

The meeting location is accessible to persons with disabilities. If you have a disability that requires any special materials, services, or assistance, please contact the MCEDD office at 541-296-2266 (TTY 711) at least 48 hours before the meeting.

MCEDD is an equal opportunity lender, employer and provider.

**MID-COLUMBIA ECONOMIC DEVELOPMENT
DISTRICT EXECUTIVE COMMITTEE MEETING
WEDNESDAY, AUGUST 2, 2023
4:00 PM
ZOOM TELECONFERENCE**

ATTENDANCE

Attending: Eric Proffitt, Steve Kramer, Les Perkins, Ken Bailey, Joe Dabulskis, Leana Kinley, Scott Clements

Staff: Jessica Metta (Executive Director), Dana Woods (Financial Manager), Jill Brandt (Administrative Assistant)

CALL TO ORDER / INTRODUCTIONS

Chair Kramer called the meeting to order at 4:00 p.m. A round of introductions took place.

EXECUTIVE COMMITTEE MINUTES

Ken Bailey motioned to approve the June 7, 2023, Executive Committee meeting minutes as presented. Scott Clements seconded the motion. All voted in favor, and the motion carried.

FINANCIAL REPORT

Dana Woods gave the financial report for the month of June 2023. She explained that the numbers presented for June 30th were preliminary and could change as prep for the audit continues. She noted that there was no budgeted amount showing under the line item for Greyhound sales or commissions. This happened when the budget was entered into Caselle as part of the software transition, this money was lumped in with The Link's farebox numbers. Dana assured the Board that Greyhound sales were as anticipated. The Parks and Rec transition has been completed, and happily the city took care of most of the audit items prior to handing the district's accounting over to MCEDD.

MCEDD's auditors are scheduled to be here next week to look at our loan contract files that use EDA funding, with a primary focus to examine all Covid-related funding to check for any fraud. All documentation for the MHEA and CREA audits has been forwarded to the auditors. Dana wrapped up her activity report with last week's attendance at the ODOT training for administrators on the FDA's drug and alcohol policies that she attended with Jesus and Laura in Bend.

Discussion: Scott questioned the line item on the Operations Budget vs. Actual report where it listed the revenues at 59.7% and expenses of 81.3%. Dana explained that the revenue number appears less because the Federal funding revenue included the \$ 1.9 million of National Scenic Area funds that should not have been budgeted that way. That money is not actual revenue until loans are made.

Scott Clements motioned to approve the financial report as given. Leana Kinley seconded the motion. All voted in favor, and the motion passed.

POLICY UPDATES: PERSONNEL, DRUG & ALCOHOL

The policy updates presented for review today were very recent state legislative changes to the Paid Leave Policy that was passed at the June Board meeting, plus an addition that will allow flexibility to

take two leaves concurrently. The change in MCEDD's personnel policy that was passed in June is now a redirect to visit the state's website for the policy changes enacted by the legislature. There were two changes that were related to the Oregon Family Leave Act that now allow both leaves to run concurrently by measuring the time off forward from date of use of first leave. Employees are not required to use PTO, it is optional.

Scott Clements motioned to recommend approval for the paid leave policy updates as presented to the full board. Eric Proffitt seconded the motion. All voted in favor, and the motion carried.

Jessica said the drug and alcohol policy update reflects the recent change at the federal level to allow oral fluid to be used in drug testing. MCEDD is required to update our policy to allow that change.

Joe Dabulskis motioned to recommend approval for the drug and alcohol policy updates as presented to the full board. Leana Kinley seconded the motion. All voted in favor, and the motion carried.

STAFF OUT-OF-STATE TRAVEL

This request is to approve out-of-state travel for the MCEDD Travel Trainer to attend the Association of Travel Instruction conference in Salt Lake City. Jessica explained that this conference was not accounted for in the budget. Most of the travel costs have been covered by ODOT and the remaining cost has been shared with CAT. MCEDD's cost will be only \$150-200 and can be covered by the grants that fund Sara's position.

Les Perkins motioned to approve out of state travel for Sara Crook. Ken Bailey seconded the motion. All voted in favor, and the motion passed.

LOCAL ASSESSMENTS PLAN

Jessica requested Executive Committee feedback on possible future rate changes to the local assessments contributed by our cities, counties and ports. The ideal rate fully matches our EDA planning grant of \$80,000 with the assessments. In the past, the Board approved 10% increases for 7 years to reach this goal. As a result of population increases, this year's assessment came in close to \$95,000. She further explained that the additional assessment funds are unrestricted money that has been used for the development of MCEDD's DEI plan over the past two years and will be used to fund a strategic plan. Options include:

- A. Holding the rate steady until the EDA Planning Grant amount changes (no anticipated timeline).
- B. Increasing the rate at a small percentage each year (1 or 2%).
- C. A combination of the two above options.
- D. Other options identified by the Executive Committee.

Discussion: Ken recounted the history behind the 10% increase and added that the goal of matching the planning grant has been met. He said there was no need to have the assessment be limited to the match. He was in favor of a continuing small annual increase of 1-2 % so that if the planning grant jumps up, very minor to no adjustment will be needed.

Eric asked if the assessment could be tied to the Consumer Price Index, which was currently at

2.7%. Scott pointed out that tying the assessment raise to the annual inflation rate would ensure that MCEDD's rate will be current with available dollars and was reasonable. Ken agreed that keeping up a small and regular increase was reasonable.

Jessica pointed out that the counties and cities would be most impacted by the increase. Eric asked what the limit for annual property tax increases was. Steve replied that it was 3%. Les and Steve also concurred that it was reasonable to keep up with inflation and that a regular increase was easier to plan year to year and would avoid another big catch up. Both supported the ballpark 1-3% regular increase per year as reasonable.

Jessica added that MCEDD looks at the CPI each year, usually in March, when the salaries scale is developed during budget prep.

Steve asked if this would become a set policy or if the increase would be reviewed and modified year to year. Ken supported being able to modify the increase at any time and agreed that the beginning of each budget cycle was a good time to review this.

Leana asked if the FY24 rate was already in the Budget, and if assessments were invoiced once per year. Jessica answered that MCEDD invoices once per year, and the request that initiated this conversation was a request for an advance notice of next July's assessment.

Les said that 3% over the long haul will tend to even out across the years. Leana recommended basing the assessment on the CPI. Steve summed up the discussion by stating he heard general agreement and support for the 3% increase.

Ken Bailey motioned to approve the recommendation to the full Board for a 3% increase per year on the assessments. Joe Dabulskis seconded the motion. All voted in favor, and the motion passed.

EXECUTIVE DIRECTOR REPORT

Jessica opened her report by announcing that Carrie's baby had arrived! The baby was early, and both are well.

Jessica's full report of the quarter's work was in the meeting packet. She explained that there would be no need for a motion about signers for the separate USDA accounts as the bank was able to move forward with the same signers that are on MCEDD's other accounts.

HB3395, a housing-focused bill, has passed and will give money to EDDs to keep housing-related projects moving forward. This can include grant writing and grant admin for water system upgrades, sewer system improvements, renewable energy, infrastructure development such as broadband, and anything that can be associated with housing development. Jessica explained that she was trying to get more clarity on how these funds can be spent. She added that MCEDD will have roughly \$415,000 to spend over two years. This is more than hiring grant writers will cost and it could fund hiring another staff person to focus on grant writing. Any funding left over can be used to help fund grant matches or studies to move projects forward. She will be considering how to set up a program that will be fairly distributed across MCEDD's Oregon counties, and there may be a need to set up a subcommittee for

feedback.

There are a number of Board vacancies coming up. Dillon Borton on the LAB is stepping down, and there are two applicants for that position. Rob Kimmes is retiring and there is one applicant from One Community Health. She asked the Board to send any recommendations they might have for good candidates, adding that the deadline to bring candidates forward will be the September Executive Committee meeting, so that they can be formally approved for recommendation at September's Full Board meeting.

The September Board meeting will be in person at the Hood River Fire Station. There has been some consideration and discussion on how to utilize the meeting as a team-building opportunity for MCEDD's board members to help everyone feel more connected. One idea that has been suggested is to hold a shorter meeting, and then adjourn for appetizers and networking time. Jessica asked for the Board's thoughts, noting that some folks will need to attend on zoom.

Discussion: Leana thought we would lose some attendees if people had to travel to a different location for the networking activity. Jessica clarified that food could easily be brought in to the Firehall, but not alcohol. Steve approved of going ahead and planning for something at the meeting venue. He recommended having the networking right on site, with good food and nice (nonalcoholic) drinks. He added that if folks wanted to have beverages elsewhere, they would be easily accessible.

The Symposium is coming up soon, and the past two live events were held in The Dalles, in 2022 and in 2019. This year it is time to move west. She will be checking in with Kevin Waters for an event venue that can be hosted in Skamania County. Jessica asked the Board for their thoughts on speakers and topics of interest. Any feedback on the panel makeup... type of businesses or key industry focus, natural resources, value-added manufacturing, unmanned systems, healthcare, arts/culture/ tourism.

Discussion: Steve Kramer suggested meeting with Robert Wallace and showcasing the new Monarch Tractor on site as a special feature. He explained some of the new cutting-edge technology in this machine that requires using a computer to operate. The Monarch scans the operator's physical body and will follow when the operator walks out in front. The tractor can be programmed to be autonomous. There are only two prototypes that have been produced, and the one that is here in Wasco County will be going to Crook County. This is an American-made product. This could be a showcase for economic development because it fits into everyone's categories. Ken interjected that this tractor is advertised as driver optional.

Eric volunteered that he really enjoys the panel interview with its audience interaction, and that he has observed that many people get lost during the Regional Economists' reports. He suggested shrinking that focus. Scott seconded Eric's suggestion to diminish the economist reports, agreeing with his assessment that many people get lost.

Jessica restated the Symposium's purpose, which is to share an overview of where we are and where we are going. We can ask the economists to shrink their presentations down by stepping back to a broader overview, and just bringing their data as printed material to have available.

Joe questioned where the data comes from, noting that often what is said does not fit the

ground. Eric answered that their data comes directly off of wage reports. He explained, using turbine technology information as an example, how the number of jobs in this industry has declined since it started in 2007. At the outset there were many construction jobs to build the turbines, so those numbers declined. Technology upgrades have cut down the number of technicians needed to maintain operations of ever larger numbers of turbines.

Scott noted that the economists tend to be rearward-facing oriented, and asked if it was possible to get them to be forward facing? He added that this would be guess work, but it's much more interesting. Eric commented that economists only have statistics to work with, so their perspective and analysis is rear facing. Scott felt that rehashing the past was less interesting and would like to see a takeaway looking forward.

Eric suggested manufacturing as the industry to focus on, because it is the biggest need out there from a hiring standpoint. Where does the industry see business going to adapt to the shortage of labor? He explained that AI is being utilized to get work done that there isn't anyone out there to do – it is not taking jobs away from people. He cited the self-check-out stands at the grocery store as an example. These employers do not have enough applicants to hire at the wages they can offer, to man check stands as was done in the past. Eric recommended exploring the topic of how the culture of business is evolving to attract applicants who want to be valued, appreciated, and can see growth in their career.

Jessica thanked the Committee for their input on the Symposium and asked if there were any other questions on her written report.

Discussion: Scott asked for more information on the loan board comments in the report, specifically more details on the item referring to modifications to improve promotion and marketing for the OIB. What improvements were recommended, and can this be tailored to benefit the LAB as well?

Jessica explained more details from the U of O study. Originally the request was to help identify the long-term impact of the program. However, only a few loan applicants engaged in the survey, not enough to determine the impact. The study group's work also involved reaching out to similar organizations for comparison. Their takeaway suggestions were focused on improving our website and process for better accessibility. These suggestions will be utilized to also improve MCEDD's lending program. Many of their website improvement suggestions can be done internally by staff, such as simplifying the online application steps and adding directions for each step. Also, it was recommended to change our website's current organization that currently shows and explains each of the three loan programs (Boards) that MCEDD manages. That doesn't matter for clients, they just want to apply. Now, they come away from our Financing pages confused about which Board to apply to for their loan, when all they need to do is submit their application so that staff can determine which program is the best fit. We are looking at providing more links to video resources available from the SBDC.

Eric asked how potential applicants get to our website when they have no idea that MCEDD's lending programs exist or that there is an SBDC. Jessica explained that the OIB has marketing videos online, but that most of our referrals come from the banks, the chambers and the SBDC. The OIB is pursuing in-person marketing with an annual lenders' roundtable for local bankers,

chambers and the SBDC to give a presentation on our programs and resources. OIB Board member Sam Bauer has offered the luncheon venue free, and the meals will be paid for with OIB's marketing outreach budget. The event is scheduled for October 10th, and we are working on invites now, as well as boosting social media posts for all our loan programs.

OTHER NEW BUSINESS/ COMMITTEE MEMBERS UPDATES

Steve Kramer shared details of his recent meeting with USDA Secretary Vilsack on the rural development and forest collaborative work in Wasco County. He was one of twelve speakers to a wide audience including many elected officials, the Governor and State Representatives, the Forest Service, Tribal Members and local lumber industry reps. His presentation focused on the progress with wildfire mitigation and reduction, food deliveries, housing, and all the ways that economic development helps communities throughout Wasco County.

ADJOURN

Chair Kramer adjourned the meeting at 4:54 pm.

Respectfully submitted by Jill Brandt, Administrative Assistant.

MCEDD July 2023 Financial Packet is still being finalized: We are waiting on assistance from Caselle to preliminarily close the FY23 fiscal year in order to finalize the Balance Sheet.

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

FEDERAL GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>FEDERAL REVENUE</u>					
100-4100	FEDERAL	6,666.67	6,666.67	80,000.00	73,333.33	8.3
	TOTAL FEDERAL REVENUE	6,666.67	6,666.67	80,000.00	73,333.33	8.3
	<u>LOCAL MATCH/ASSESSMENT</u>					
100-4300	LOCAL MATCH	6,666.67	6,666.67	80,000.00	73,333.33	8.3
	TOTAL LOCAL MATCH/ASSESSMENT	6,666.67	6,666.67	80,000.00	73,333.33	8.3
	<u>OTHER REVENUE</u>					
100-4800	OTHER REVENUE	.00	.00	2,000.00	2,000.00	.0
	TOTAL OTHER REVENUE	.00	.00	2,000.00	2,000.00	.0
	TOTAL FUND REVENUE	13,333.34	13,333.34	162,000.00	148,666.66	8.2

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

FEDERAL GRANTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WAGES</u>					
100-5100	WAGES	7,813.45	7,813.45	94,782.00	86,968.55	8.2
	TOTAL WAGES	7,813.45	7,813.45	94,782.00	86,968.55	8.2
	<u>FRINGE BENEFITS</u>					
100-5500	FRINGE BENEFITS	1,753.88	1,753.88	24,335.00	22,581.12	7.2
	TOTAL FRINGE BENEFITS	1,753.88	1,753.88	24,335.00	22,581.12	7.2
	<u>PAYROLL TAXES</u>					
100-5700	PAYROLL TAXES	709.11	709.11	10,709.00	9,999.89	6.6
	TOTAL PAYROLL TAXES	709.11	709.11	10,709.00	9,999.89	6.6
	<u>TRAVEL/EVENTS</u>					
100-6110	TRAVEL & CONFERENCE	58.33	58.33	4,452.00	4,393.67	1.3
100-6190	EVENT SERVICES	.00	.00	1,200.00	1,200.00	.0
	TOTAL TRAVEL/EVENTS	58.33	58.33	5,652.00	5,593.67	1.0
	<u>SUPPLIES</u>					
100-6300	SUPPLIES	.00	.00	900.00	900.00	.0
	TOTAL SUPPLIES	.00	.00	900.00	900.00	.0
	<u>PROFESSIONAL SERVICES</u>					
100-6420	AUDIT SERVICES	.00	.00	1,771.00	1,771.00	.0
	TOTAL PROFESSIONAL SERVICES	.00	.00	1,771.00	1,771.00	.0
	<u>OPERATING COSTS</u>					
100-6650	TELEPHONE & NETWORKING	.00	.00	540.00	540.00	.0
	TOTAL OPERATING COSTS	.00	.00	540.00	540.00	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

FEDERAL GRANTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING COSTS</u>					
100-6710 BUILDING RENT	304.94	304.94	4,447.00	4,142.06	6.9
100-6715 REMODEL ALLOC (ADMIN)	35.80	35.80	336.00	300.20	10.7
100-6716 REMODEL ALLOC (TRANSIT CENTER)	.00	.00	2,037.00	2,037.00	.0
TOTAL BUILDING COSTS	340.74	340.74	6,820.00	6,479.26	5.0
<u>OTHER MATERIALS & SUPPLIES</u>					
100-6910 DUES AND FEES	.00	.00	3,650.00	3,650.00	.0
TOTAL OTHER MATERIALS & SUPPLIES	.00	.00	3,650.00	3,650.00	.0
<u>DEPARTMENT 70</u>					
100-7050 UNRESTRICTED CARRYOVER	.00	.00	275.00	275.00	.0
TOTAL DEPARTMENT 70	.00	.00	275.00	275.00	.0
<u>DEPARTMENT 90</u>					
100-9000 INDIRECT SPREAD	730.93	730.93	10,342.00	9,611.07	7.1
100-9040 TRANSPORTATION FACILITY SPREAD	152.49	152.49	2,224.00	2,071.51	6.9
TOTAL DEPARTMENT 90	883.42	883.42	12,566.00	11,682.58	7.0
TOTAL FUND EXPENDITURES	11,558.93	11,558.93	162,000.00	150,441.07	7.1
NET REVENUE OVER EXPENDITURES	1,774.41	1,774.41	.00	(1,774.41)	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

LOAN FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CARRYOVER/TRANSFERS</u>					
300-4050 UNRESTRICTED ENTERPRISE FUNDS	.00	.00	44,627.00	44,627.00	.0
TOTAL CARRYOVER/TRANSFERS	.00	.00	44,627.00	44,627.00	.0
<u>FEDERAL REVENUE</u>					
300-4100 FEDERAL	.00	.00	500,000.00	500,000.00	.0
TOTAL FEDERAL REVENUE	.00	.00	500,000.00	500,000.00	.0
<u>INTEREST/LOAN/PRINCIPLE</u>					
300-4600 LOAN INTEREST	16,954.03	16,954.03	198,636.00	181,681.97	8.5
300-4650 PRINCIPAL PAYMENTS	.00	.00	12,901.00	12,901.00	.0
TOTAL INTEREST/LOAN/PRINCIPLE	16,954.03	16,954.03	211,537.00	194,582.97	8.0
<u>LOAN FEES</u>					
300-4700 LOAN PROCESSING FEES	4,372.51	4,372.51	23,821.00	19,448.49	18.4
300-4705 LOAN FILING FEES	1,450.34	1,450.34	5,250.00	3,799.66	27.6
300-4710 LOAN LATE FEE	100.00	100.00	2,650.00	2,550.00	3.8
300-4750 INVESTMENT INTEREST	13,336.41	13,336.41	98,839.00	85,502.59	13.5
TOTAL LOAN FEES	19,259.26	19,259.26	130,560.00	111,300.74	14.8
TOTAL FUND REVENUE	36,213.29	36,213.29	886,724.00	850,510.71	4.1

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

LOAN FUNDS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WAGES</u>					
300-5100	WAGES	7,956.37	7,956.37	103,950.00	95,993.63	7.7
	TOTAL WAGES	7,956.37	7,956.37	103,950.00	95,993.63	7.7
	<u>FRINGE BENEFITS</u>					
300-5500	FRINGE BENEFITS	1,675.61	1,675.61	26,689.00	25,013.39	6.3
	TOTAL FRINGE BENEFITS	1,675.61	1,675.61	26,689.00	25,013.39	6.3
	<u>PAYROLL TAXES</u>					
300-5700	PAYROLL TAXES	920.97	920.97	11,746.00	10,825.03	7.8
	TOTAL PAYROLL TAXES	920.97	920.97	11,746.00	10,825.03	7.8
	<u>TRAVEL/EVENTS</u>					
300-6110	TRAVEL & CONFERENCE	.00	.00	4,150.00	4,150.00	.0
	TOTAL TRAVEL/EVENTS	.00	.00	4,150.00	4,150.00	.0
	<u>SUPPLIES</u>					
300-6300	SUPPLIES	.00	.00	180.00	180.00	.0
	TOTAL SUPPLIES	.00	.00	180.00	180.00	.0
	<u>PROFESSIONAL SERVICES</u>					
300-6410	LEGAL SERVICES	.00	.00	5,793.00	5,793.00	.0
300-6420	AUDIT SERVICES	.00	.00	4,944.00	4,944.00	.0
300-6450	CONTRACTUAL	.00	.00	3,425.00	3,425.00	.0
300-6470	FILING FEES	1,886.11	1,886.11	5,250.00	3,363.89	35.9
	TOTAL PROFESSIONAL SERVICES	1,886.11	1,886.11	19,412.00	17,525.89	9.7
	<u>BUILDING COSTS</u>					
300-6710	BUILDING RENT	312.04	312.04	4,877.00	4,564.96	6.4
300-6715	REMODEL ALLOC (ADMIN)	36.61	36.61	369.00	332.39	9.9
300-6716	REMODEL ALLOC (TRANSIT CENTER)	.00	.00	2,235.00	2,235.00	.0
	TOTAL BUILDING COSTS	348.65	348.65	7,481.00	7,132.35	4.7

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

LOAN FUNDS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER MATERIALS & SUPPLIES</u>					
300-6910 DUES AND FEES	.00	.00	771.00	771.00	.0
300-6930 BANK SERVICE CHARGES	30.00	30.00	.00 (30.00)	.0
300-6931 ACH COLLECTION FEES	74.11	74.11	.00 (74.11)	.0
300-6940 OTHER MATERIALS & SERVICES	.00	.00	9,663.00	9,663.00	.0
TOTAL OTHER MATERIALS & SUPPLIES	104.11	104.11	10,434.00	10,329.89	1.0
<u>DEPARTMENT 70</u>					
300-7050 UNRESTRICTED CARRYOVER	.00	.00	74,510.00	74,510.00	.0
TOTAL DEPARTMENT 70	.00	.00	74,510.00	74,510.00	.0
<u>DEPARTMENT 74</u>					
300-7400 LOAN PAYMENT	10,115.00	10,115.00	121,380.00	111,265.00	8.3
TOTAL DEPARTMENT 74	10,115.00	10,115.00	121,380.00	111,265.00	8.3
<u>DEPARTMENT 75</u>					
300-7540 RESTRICTED CARRYOVER	.00	.00	493,008.00	493,008.00	.0
TOTAL DEPARTMENT 75	.00	.00	493,008.00	493,008.00	.0
<u>DEPARTMENT 90</u>					
300-9000 INDIRECT SPREAD	747.93	747.93	11,344.00	10,596.07	6.6
300-9040 TRANSPORTATION FACILITY SPREAD	156.01	156.01	2,439.00	2,282.99	6.4
300-9050 LOAN FUND COSTS ALLOCATED	.00	.00	1.00	1.00	.0
TOTAL DEPARTMENT 90	903.94	903.94	13,784.00	12,880.06	6.6
TOTAL FUND EXPENDITURES	23,910.76	23,910.76	886,724.00	862,813.24	2.7
NET REVENUE OVER EXPENDITURES	12,302.53	12,302.53	.00 (12,302.53)	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

SPECIAL PROJECTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CARRYOVER/TRANSFERS</u>					
500-4010 TRANS FRM/TO FUND (MATCH)	.00	.00	10,000.00	10,000.00	.0
500-4040 RESTRICTED CARRYOVER	.00	.00	198,273.00	198,273.00	.0
500-4050 UNRESTRICTED ENTERPRISE FUNDS	.00	.00	20,000.00	20,000.00	.0
TOTAL CARRYOVER/TRANSFERS	.00	.00	228,273.00	228,273.00	.0
<u>FEDERAL REVENUE</u>					
500-4100 FEDERAL	.00	.00	337,959.00	337,959.00	.0
TOTAL FEDERAL REVENUE	.00	.00	337,959.00	337,959.00	.0
<u>STATE REVENUE</u>					
500-4200 STATE	.00	.00	406,000.00	406,000.00	.0
TOTAL STATE REVENUE	.00	.00	406,000.00	406,000.00	.0
<u>LOCAL MATCH/ASSESSMENT</u>					
500-4300 LOCAL MATCH	453.75	453.75	80,445.00	79,991.25	.6
TOTAL LOCAL MATCH/ASSESSMENT	453.75	453.75	80,445.00	79,991.25	.6
<u>CONTRACT REIMBURSEMENT</u>					
500-4500 CONTRACT REIMBURSEMENT	8,317.25	8,317.25	438,390.00	430,072.75	1.9
500-4550 ACCRUED CONTRACT REIMBURSEMENT	10,000.00	10,000.00	.00	(10,000.00)	.0
TOTAL CONTRACT REIMBURSEMENT	18,317.25	18,317.25	438,390.00	420,072.75	4.2
<u>OTHER REVENUE</u>					
500-4800 OTHER REVENUE	600.00	600.00	18,344.00	17,744.00	3.3
TOTAL OTHER REVENUE	600.00	600.00	18,344.00	17,744.00	3.3
TOTAL FUND REVENUE	19,371.00	19,371.00	1,509,411.00	1,490,040.00	1.3

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

SPECIAL PROJECTS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WAGES</u>					
500-5100	WAGES	39,880.83	39,880.83	543,616.00	503,735.17	7.3
	TOTAL WAGES	39,880.83	39,880.83	543,616.00	503,735.17	7.3
	<u>FRINGE BENEFITS</u>					
500-5500	FRINGE BENEFITS	8,806.77	8,806.77	139,575.00	130,768.23	6.3
	TOTAL FRINGE BENEFITS	8,806.77	8,806.77	139,575.00	130,768.23	6.3
	<u>PAYROLL TAXES</u>					
500-5700	PAYROLL TAXES	4,089.45	4,089.45	61,419.00	57,329.55	6.7
	TOTAL PAYROLL TAXES	4,089.45	4,089.45	61,419.00	57,329.55	6.7
	<u>TRAVEL/EVENTS</u>					
500-6110	TRAVEL & CONFERENCE	290.73	290.73	13,309.00	13,018.27	2.2
500-6190	EVENT SERVICES	528.00	528.00	7,807.00	7,279.00	6.8
	TOTAL TRAVEL/EVENTS	818.73	818.73	21,116.00	20,297.27	3.9
	<u>SUPPLIES</u>					
500-6300	SUPPLIES	19.99	19.99	6,065.00	6,045.01	.3
	TOTAL SUPPLIES	19.99	19.99	6,065.00	6,045.01	.3
	<u>PROFESSIONAL SERVICES</u>					
500-6410	LEGAL SERVICES	.00	.00	1,500.00	1,500.00	.0
500-6420	AUDIT SERVICES	.00	.00	4,182.00	4,182.00	.0
500-6450	CONTRACTUAL	21,136.00	21,136.00	456,825.00	435,689.00	4.6
500-6470	FILING FEES	.00	.00	300.00	300.00	.0
	TOTAL PROFESSIONAL SERVICES	21,136.00	21,136.00	462,807.00	441,671.00	4.6
	<u>OPERATING COSTS</u>					
500-6610	ADVERTISING	.00	.00	3,264.00	3,264.00	.0
500-6620	POSTAGE & FREIGHT	.00	.00	390.00	390.00	.0
500-6630	PRINTING	.00	.00	1,923.00	1,923.00	.0
500-6650	TELEPHONE & NETWORKING	.00	.00	695.00	695.00	.0
	TOTAL OPERATING COSTS	.00	.00	6,272.00	6,272.00	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

SPECIAL PROJECTS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>BUILDING COSTS</u>					
500-6710 BUILDING RENT	1,556.61	1,556.61	25,509.00	23,952.39	6.1
500-6715 REMODEL ALLOC (ADMIN)	182.69	182.69	1,930.00	1,747.31	9.5
500-6716 REMODEL ALLOC (TRANSIT CENTER)	.00	.00	11,680.00	11,680.00	.0
TOTAL BUILDING COSTS	1,739.30	1,739.30	39,119.00	37,379.70	4.5
<u>OTHER MATERIALS & SUPPLIES</u>					
500-6910 DUES AND FEES	.00	.00	300.00	300.00	.0
500-6940 OTHER MATERIALS & SERVICES	.00	.00	10,570.00	10,570.00	.0
TOTAL OTHER MATERIALS & SUPPLIES	.00	.00	10,870.00	10,870.00	.0
<u>DEPARTMENT 70</u>					
500-7050 UNRESTRICTED CARRYOVER	.00	.00	15,034.00	15,034.00	.0
TOTAL DEPARTMENT 70	.00	.00	15,034.00	15,034.00	.0
<u>DEPARTMENT 75</u>					
500-7540 RESTRICTED CARRYOVER	.00	.00	131,452.00	131,452.00	.0
TOTAL DEPARTMENT 75	.00	.00	131,452.00	131,452.00	.0
<u>DEPARTMENT 90</u>					
500-9000 INDIRECT SPREAD	3,731.20	3,731.20	59,314.00	55,582.80	6.3
500-9040 TRANSPORTATION FACILITY SPREAD	778.29	778.29	12,752.00	11,973.71	6.1
TOTAL DEPARTMENT 90	4,509.49	4,509.49	72,066.00	67,556.51	6.3
TOTAL FUND EXPENDITURES	81,000.56	81,000.56	1,509,411.00	1,428,410.44	5.4
NET REVENUE OVER EXPENDITURES	(61,629.56)	(61,629.56)	.00	61,629.56	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

TRANSPORTATION OPS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CARRYOVER/TRANSFERS</u>					
600-4010 TRANS FRM/TO FUND (MATCH)	.00	.00	(259,745.00)	(259,745.00)	.0
600-4012 TRANS FROM/TO FUND (SUPPORT)	2,173.59	2,173.59	306,137.00	303,963.41	.7
600-4040 RESTRICTED CARRYOVER	.00	.00	291,320.00	291,320.00	.0
600-4050 UNRESTRICTED ENTERPRISE FUNDS	.00	.00	25,000.00	25,000.00	.0
TOTAL CARRYOVER/TRANSFERS	2,173.59	2,173.59	362,712.00	360,538.41	.6
<u>FEDERAL REVENUE</u>					
600-4100 FEDERAL	.00	.00	1,085,499.00	1,085,499.00	.0
TOTAL FEDERAL REVENUE	.00	.00	1,085,499.00	1,085,499.00	.0
<u>STATE REVENUE</u>					
600-4200 STATE	.00	.00	673,842.00	673,842.00	.0
TOTAL STATE REVENUE	.00	.00	673,842.00	673,842.00	.0
<u>LOCAL MATCH/ASSESSMENT</u>					
600-4300 LOCAL MATCH	.00	.00	59,000.00	59,000.00	.0
TOTAL LOCAL MATCH/ASSESSMENT	.00	.00	59,000.00	59,000.00	.0
<u>CONTRACT REIMBURSEMENT</u>					
600-4500 CONTRACT REIMBURSEMENT	.00	.00	69,200.00	69,200.00	.0
TOTAL CONTRACT REIMBURSEMENT	.00	.00	69,200.00	69,200.00	.0
<u>OTHER REVENUE</u>					
600-4800 OTHER REVENUE	200.05	200.05	25,900.00	25,699.95	.8
600-4805 FAREBOX REVENUE	2,170.19	2,170.19	37,236.00	35,065.81	5.8
600-4820 GREYHOUND SALES	33.98	33.98	7,000.00	6,966.02	.5
600-4825 GREYHOUND COMMISSION	33.36	33.36	1,400.00	1,366.64	2.4
TOTAL OTHER REVENUE	2,437.58	2,437.58	71,536.00	69,098.42	3.4
TOTAL FUND REVENUE	4,611.17	4,611.17	2,321,789.00	2,317,177.83	.2

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

TRANSPORTATION OPS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WAGES</u>					
600-5100	WAGES	60,709.36	60,709.36	839,252.00	778,542.64	7.2
	TOTAL WAGES	60,709.36	60,709.36	839,252.00	778,542.64	7.2
	<u>FRINGE BENEFITS</u>					
600-5500	FRINGE BENEFITS	14,567.67	14,567.67	245,677.00	231,109.33	5.9
	TOTAL FRINGE BENEFITS	14,567.67	14,567.67	245,677.00	231,109.33	5.9
	<u>PAYROLL TAXES</u>					
600-5700	PAYROLL TAXES	7,935.69	7,935.69	90,325.00	82,389.31	8.8
	TOTAL PAYROLL TAXES	7,935.69	7,935.69	90,325.00	82,389.31	8.8
	<u>TRAVEL/EVENTS</u>					
600-6110	TRAVEL & CONFERENCE	.00	.00	2,000.00	2,000.00	.0
600-6190	EVENT SERVICES	.00	.00	500.00	500.00	.0
	TOTAL TRAVEL/EVENTS	.00	.00	2,500.00	2,500.00	.0
	<u>EQUIPMENT</u>					
600-6200	EQUIPMENT	.00	.00	6,028.00	6,028.00	.0
600-6220	EQUIP LEASED/RENTED	220.48	220.48	.00	(220.48)	.0
	TOTAL EQUIPMENT	220.48	220.48	6,028.00	5,807.52	3.7
	<u>SUPPLIES</u>					
600-6300	SUPPLIES	253.69	253.69	9,875.00	9,621.31	2.6
	TOTAL SUPPLIES	253.69	253.69	9,875.00	9,621.31	2.6
	<u>PROFESSIONAL SERVICES</u>					
600-6420	AUDIT SERVICES	.00	.00	15,682.00	15,682.00	.0
600-6450	CONTRACTUAL	7,712.96	7,712.96	190,777.00	183,064.04	4.0
600-6460	TESTING/TRAINING/SCREENING	.00	.00	1,550.00	1,550.00	.0
	TOTAL PROFESSIONAL SERVICES	7,712.96	7,712.96	208,009.00	200,296.04	3.7

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

TRANSPORTATION OPS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VEHICLE COSTS</u>					
600-6500 VEHICLE COSTS	.00	.00	36,000.00	36,000.00	.0
600-6510 REPAIRS & MAINTENANCE	8,562.74	8,562.74	41,939.00	33,376.26	20.4
600-6520 FUEL	10,110.26	10,110.26	95,996.00	85,885.74	10.5
TOTAL VEHICLE COSTS	18,673.00	18,673.00	173,935.00	155,262.00	10.7
<u>OPERATING COSTS</u>					
600-6610 ADVERTISING	180.00	180.00	11,861.00	11,681.00	1.5
600-6630 PRINTING	.00	.00	5,774.00	5,774.00	.0
600-6650 TELEPHONE & NETWORKING	171.00	171.00	8,212.00	8,041.00	2.1
TOTAL OPERATING COSTS	351.00	351.00	25,847.00	25,496.00	1.4
<u>BUILDING COSTS</u>					
600-6720 UTILITIES AND JANITORIAL	1,145.69	1,145.69	17,250.00	16,104.31	6.6
600-6730 REPAIRS AND MAINTENANCE	2,981.00	2,981.00	8,200.00	5,219.00	36.4
TOTAL BUILDING COSTS	4,126.69	4,126.69	25,450.00	21,323.31	16.2
<u>BONDS & INSURANCE</u>					
600-6810 INSURANCE - VEHICLE	.00	.00	13,020.00	13,020.00	.0
600-6820 INSURANCE - BUILDING	.00	.00	3,350.00	3,350.00	.0
TOTAL BONDS & INSURANCE	.00	.00	16,370.00	16,370.00	.0
<u>OTHER MATERIALS & SUPPLIES</u>					
600-6900 OTHER MATERIALS & SUPPLIES	.00	.00	250.00	250.00	.0
600-6910 DUES AND FEES	.00	.00	900.00	900.00	.0
600-6935 ONLINE PROCESSING FEES	8.81	8.81	.00	(8.81)	.0
600-6940 OTHER MATERIALS & SERVICES	.00	.00	3,200.00	3,200.00	.0
TOTAL OTHER MATERIALS & SUPPLIES	8.81	8.81	4,350.00	4,341.19	.2
<u>DEPARTMENT 70</u>					
600-7050 UNRESTRICTED CARRYOVER	.00	.00	5,325.00	5,325.00	.0
TOTAL DEPARTMENT 70	.00	.00	5,325.00	5,325.00	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

TRANSPORTATION OPS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 75</u>					
600-7540 RESTRICTED CARRYOVER	.00	.00	133,879.00	133,879.00	.0
TOTAL DEPARTMENT 75	.00	.00	133,879.00	133,879.00	.0
<u>DEPARTMENT 90</u>					
600-9000 INDIRECT SPREAD	5,912.99	5,912.99	91,573.00	85,660.01	6.5
600-9040 TRANSPORTATION FACILITY SPREAD	(1,086.79)	(1,086.79)	(17,417.00)	(16,330.21)	(6.2)
600-9060 TRANSPORTATION ADMIN SPREAD	.00	.00	(1.00)	(1.00)	.0
TOTAL DEPARTMENT 90	4,826.20	4,826.20	74,155.00	69,328.80	6.5
<u>DEPARTMENT 91</u>					
600-9100 CAPITAL PURCHASE	.00	.00	458,812.00	458,812.00	.0
TOTAL DEPARTMENT 91	.00	.00	458,812.00	458,812.00	.0
<u>DEPARTMENT 96</u>					
600-9600 TRANSFER TO/FROM SOURCE	.00	.00	2,000.00	2,000.00	.0
TOTAL DEPARTMENT 96	.00	.00	2,000.00	2,000.00	.0
TOTAL FUND EXPENDITURES	119,385.55	119,385.55	2,321,789.00	2,202,403.45	5.1
NET REVENUE OVER EXPENDITURES	(114,774.38)	(114,774.38)	.00	114,774.38	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CARRYOVER/TRANSFERS</u>					
800-4050 UNRESTRICTED ENTERPRISE FUNDS	.00	.00	4,000.00	4,000.00	.0
TOTAL CARRYOVER/TRANSFERS	.00	.00	4,000.00	4,000.00	.0
<u>LOCAL MATCH/ASSESSMENT</u>					
800-4300 LOCAL MATCH	(7,120.42)	(7,120.42)	(85,445.00)	(78,324.58)	(8.3)
TOTAL LOCAL MATCH/ASSESSMENT	(7,120.42)	(7,120.42)	(85,445.00)	(78,324.58)	(8.3)
<u>LOCAL MATCH/ASSESSMENT</u>					
800-4400 LOCAL ASSESSMENT	.00	.00	95,455.00	95,455.00	.0
TOTAL LOCAL MATCH/ASSESSMENT	.00	.00	95,455.00	95,455.00	.0
<u>CONTRACT REIMBURSEMENT</u>					
800-4500 CONTRACT REIMBURSEMENT	.00	.00	5,000.00	5,000.00	.0
TOTAL CONTRACT REIMBURSEMENT	.00	.00	5,000.00	5,000.00	.0
<u>LOAN FEES</u>					
800-4750 INVESTMENT INTEREST	.00	.00	2.00	2.00	.0
TOTAL LOAN FEES	.00	.00	2.00	2.00	.0
TOTAL FUND REVENUE	(7,120.42)	(7,120.42)	19,012.00	26,132.42	(37.5)

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WAGES</u>					
800-5100 WAGES	6,527.24	6,527.24	84,088.00	77,560.76	7.8
TOTAL WAGES	6,527.24	6,527.24	84,088.00	77,560.76	7.8
<u>FRINGE BENEFITS</u>					
800-5500 FRINGE BENEFITS	1,536.52	1,536.52	21,590.00	20,053.48	7.1
TOTAL FRINGE BENEFITS	1,536.52	1,536.52	21,590.00	20,053.48	7.1
<u>PAYROLL TAXES</u>					
800-5700 PAYROLL TAXES	722.20	722.20	9,501.00	8,778.80	7.6
TOTAL PAYROLL TAXES	722.20	722.20	9,501.00	8,778.80	7.6
<u>TRAVEL/EVENTS</u>					
800-6110 TRAVEL & CONFERENCE	368.99	368.99	1,200.00	831.01	30.8
800-6190 EVENT SERVICES	.00	.00	500.00	500.00	.0
TOTAL TRAVEL/EVENTS	368.99	368.99	1,700.00	1,331.01	21.7
<u>EQUIPMENT</u>					
800-6220 EQUIP LEASED/RENTED	12.00	12.00	600.00	588.00	2.0
TOTAL EQUIPMENT	12.00	12.00	600.00	588.00	2.0
<u>SUPPLIES</u>					
800-6300 SUPPLIES	39.75	39.75	16,800.00	16,760.25	.2
TOTAL SUPPLIES	39.75	39.75	16,800.00	16,760.25	.2
<u>PROFESSIONAL SERVICES</u>					
800-6410 LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
800-6420 AUDIT SERVICES	.00	.00	8,634.00	8,634.00	.0
800-6450 CONTRACTUAL	933.00	933.00	37,555.00	36,622.00	2.5
TOTAL PROFESSIONAL SERVICES	933.00	933.00	47,189.00	46,256.00	2.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OPERATING COSTS</u>					
800-6610 ADVERTISING	.00	.00	850.00	850.00	.0
800-6620 POSTAGE & FREIGHT	.00	.00	850.00	850.00	.0
800-6630 PRINTING	.00	.00	500.00	500.00	.0
800-6640 PUBLICATIONS & SUBS	.00	.00	800.00	800.00	.0
800-6650 TELEPHONE & NETWORKING	34.99	34.99	600.00	565.01	5.8
TOTAL OPERATING COSTS	34.99	34.99	3,600.00	3,565.01	1.0
<u>BUILDING COSTS</u>					
800-6715 REMODEL ALLOC (ADMIN)	(255.10)	(255.10)	(2,635.00)	(2,379.90)	(9.7)
800-6716 REMODEL ALLOC (TRANSIT CENTER)	.00	.00	(15,951.00)	(15,951.00)	.0
TOTAL BUILDING COSTS	(255.10)	(255.10)	(18,586.00)	(18,330.90)	(1.4)
<u>BONDS & INSURANCE</u>					
800-6800 BONDS & INSURANCE	916.00	916.00	11,613.00	10,697.00	7.9
TOTAL BONDS & INSURANCE	916.00	916.00	11,613.00	10,697.00	7.9
<u>OTHER MATERIALS & SUPPLIES</u>					
800-6910 DUES AND FEES	500.00	500.00	16,016.00	15,516.00	3.1
800-6930 BANK SERVICE CHARGES	25.00	25.00	.00	(25.00)	.0
TOTAL OTHER MATERIALS & SUPPLIES	525.00	525.00	16,016.00	15,491.00	3.3
<u>DEPARTMENT 70</u>					
800-7050 UNRESTRICTED CARRYOVER	.00	.00	(2,528.00)	(2,528.00)	.0
TOTAL DEPARTMENT 70	.00	.00	(2,528.00)	(2,528.00)	.0
<u>DEPARTMENT 90</u>					
800-9000 INDIRECT SPREAD	(11,123.05)	(11,123.05)	(172,571.00)	(161,447.95)	(6.5)
TOTAL DEPARTMENT 90	(11,123.05)	(11,123.05)	(172,571.00)	(161,447.95)	(6.5)
TOTAL FUND EXPENDITURES	237.54	237.54	19,012.00	18,774.46	1.3
NET REVENUE OVER EXPENDITURES	(7,357.96)	(7,357.96)	.00	7,357.96	.0

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

FUND 975

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST/LOAN/PRINCIPLE</u>					
975-4600 LOAN INTEREST	9,874.66	9,874.66	115,997.00	106,122.34	8.5
TOTAL INTEREST/LOAN/PRINCIPLE	9,874.66	9,874.66	115,997.00	106,122.34	8.5
<u>LOAN FEES</u>					
975-4700 LOAN PROCESSING FEES	.00	.00	3,575.00	3,575.00	.0
975-4705 LOAN FILING FEES	.00	.00	750.00	750.00	.0
975-4710 LOAN LATE FEE	123.42	123.42	750.00	626.58	16.5
975-4750 INVESTMENT INTEREST	4,455.06	4,455.06	30,120.00	25,664.94	14.8
TOTAL LOAN FEES	4,578.48	4,578.48	35,195.00	30,616.52	13.0
TOTAL FUND REVENUE	14,453.14	14,453.14	151,192.00	136,738.86	9.6

MID-COLUMBIA ECONOMIC DEVELOPMENT DIST
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2023

FUND 975

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
975-6410 LEGAL SERVICES	.00	.00	2,000.00	2,000.00	.0
975-6450 CONTRACTUAL	8,317.25	8,317.25	99,807.00	91,489.75	8.3
975-6470 FILING FEES	.00	.00	750.00	750.00	.0
TOTAL PROFESSIONAL SERVICES	8,317.25	8,317.25	102,557.00	94,239.75	8.1
<u>OPERATING COSTS</u>					
975-6610 ADVERTISING	.00	.00	1,000.00	1,000.00	.0
TOTAL OPERATING COSTS	.00	.00	1,000.00	1,000.00	.0
<u>OTHER MATERIALS & SUPPLIES</u>					
975-6910 DUES AND FEES	.00	.00	125.00	125.00	.0
975-6931 ACH COLLECTION FEES	8.90	8.90	.00	(8.90)	.0
975-6950 GRANTS DISBURSED	.00	.00	10,000.00	10,000.00	.0
TOTAL OTHER MATERIALS & SUPPLIES	8.90	8.90	10,125.00	10,116.10	.1
<u>DEPARTMENT 75</u>					
975-7540 RESTRICTED CARRYOVER	.00	.00	37,510.00	37,510.00	.0
TOTAL DEPARTMENT 75	.00	.00	37,510.00	37,510.00	.0
TOTAL FUND EXPENDITURES	8,326.15	8,326.15	151,192.00	142,865.85	5.5
NET REVENUE OVER EXPENDITURES	6,126.99	6,126.99	.00	(6,126.99)	.0

**Mid-Columbia Economic Development District
Budget vs Actual FY24**

7/31/2023

6/30/2024

Account	Account Title	Balance	Budget	Unearned/Unexpended	% of Budget
4010	Trans Frm/To Fund (Match)	\$ -	\$ (249,745.00)	\$ (249,745.00)	0.00%
4012	Trans Frm/To Fund (Support)	\$ 2,173.59	\$ 306,137.00	\$ 303,963.41	0.71%
4014	STIF Student Tickets	\$ -	\$ -	\$ -	
4100	Federal	\$ 6,666.67	\$ 2,003,458.00	\$ 1,996,791.33	0.33%
4200	State	\$ -	\$ 1,079,842.00	\$ 1,079,842.00	0.00%
4300	Local Match	\$ -	\$ 134,000.00	\$ 134,000.00	0.00%
4400	Local Assessment	\$ -	\$ 95,455.00	\$ 95,455.00	0.00%
4500	Contract Reimbursement	\$ 18,317.25	\$ 512,590.00	\$ 494,272.75	3.57%
4600	Loan Interest	\$ 26,828.69	\$ 314,633.00	\$ 287,804.31	8.53%
4700	Loan Processing Fees	\$ 4,372.51	\$ 27,396.00	\$ 23,023.49	15.96%
4705	Loan Filing Fees	\$ 1,450.34	\$ 6,000.00	\$ 4,549.66	24.17%
4710	Loan Late Fee	\$ 223.42	\$ 3,400.00	\$ 3,176.58	6.57%
4750	Investment Interest	\$ 17,791.47	\$ 128,961.00	\$ 111,169.53	13.80%
4820	Greyhound Sales	\$ 33.98	\$ 7,000.00	\$ 6,966.02	0.49%
4825	Greyhound Commission	\$ 33.36	\$ 1,400.00	\$ 1,366.64	2.38%
4800	Other Revenue	\$ 800.05	\$ 46,244.00	\$ 45,443.95	1.73%
4805	Farebox Revenue	\$ 2,170.19	\$ 37,236.00	\$ 35,065.81	5.83%
Total Income		\$ 80,861.52	\$ 4,454,007.00	\$ 4,373,145.48	1.82%
	Expense				
5000	Personnel Expense	\$ 165,605.12	\$ 2,307,254.00	\$ 2,141,648.88	7.18%
6110	Travel & Conference	\$ 718.05	\$ 25,111.00	\$ 24,392.95	2.86%
6190	Event Services	\$ 528.00	\$ 10,007.00	\$ 9,479.00	5.28%
6200	Equipment	\$ 232.48	\$ 6,628.00	\$ 6,395.52	3.51%
6300	Supplies	\$ 313.43	\$ 33,820.00	\$ 33,506.57	0.93%
6400	Professional Services	\$ 39,985.32	\$ 841,745.00	\$ 801,759.68	4.75%
6500	Vehicle Costs	\$ 18,673.00	\$ 173,935.00	\$ 155,262.00	10.74%
6600	Communications	\$ 385.99	\$ 37,259.00	\$ 36,873.01	1.04%
6700	Building Costs	\$ 6,300.28	\$ 60,284.00	\$ 53,983.72	10.45%
6800	Bonds & Insurance	\$ 916.00	\$ 27,983.00	\$ 27,067.00	3.27%
6900	Other Materials & Supplies	\$ 646.82	\$ 55,445.00	\$ 54,798.18	1.17%
9000	Indirect Spread	\$ -	\$ 2.00	\$ 2.00	0.00%
9040	Transportation Facility Spread	\$ -	\$ (2.00)	\$ (2.00)	0.00%
9050	Loan Fund Costs Allocated	\$ -	\$ 1.00	\$ 1.00	0.00%
9060	Transportation Admin Spread	\$ -	\$ (1.00)	\$ (1.00)	0.00%
9100	Capital Purchase	\$ -	\$ 458,812.00	\$ 458,812.00	0.00%
9600	Transfer to/from Source	\$ -	\$ 2,000.00	\$ 2,000.00	0.00%
Total Expense		\$ 234,304.49	\$ 4,040,283.00	\$ (3,805,978.51)	5.80%
	Net Ordinary Income	\$ (153,442.97)	\$ 413,724.00	\$ (260,281.03)	
	Other Income/Expense				
7010	Bad Debt Expense	\$ -	\$ -	\$ -	
7300	Student Tickets	\$ -	\$ -	\$ -	
7400	Loan Payment	\$ 10,115.00	\$ 121,380.00	\$ 111,265.00	8.33%
7050	Unrestricted Carryover	\$ -	\$ 92,616.00	\$ 92,616.00	0.00%
7540	Restricted Carryover	\$ -	\$ 795,849.00	\$ 795,849.00	0.00%
Total 7500	Carryover to Next Year	\$ -	\$ 888,465.00	\$ 888,465.00	
	Total Other Expense	\$ 10,115.00	\$ 1,009,845.00	\$ (999,730.00)	1.00%
	Net Other Income	\$ (10,115.00)	\$ (1,009,845.00)	\$ 999,730.00	1.00%
	Net Income	\$ (163,557.97)	\$ (596,121.00)	\$ 739,448.97	

Memorandum

To: MCEDD Executive Committee

From: Jessica Metta, Executive Director

Date: August 29, 2023

Re: Regional Transit Marketing and Outreach Contract Award

Request

Approve contracting with Columbia Gorge Tourism Alliance for the Gorge Regional Transit Network: Marketing, Public Education and Outreach Services.

Overview

On July 14, MCEDD issued a Request for Proposals (RFP) for a qualified marketing/advertising group or team of managed individuals to support its marketing, public relations, and outreach activities for the regional transit network. The purpose of the project is to increase public awareness of the regional fixed route services and the annual transit pass (Gorge Pass), and to educate potential riders about how to use the local bus services and the regional system. This work is funded by both ODOT and WSDOT grants to support the work through June 2025. The RFP was shared in our newsletter, website, and emailed to a few potential respondents with an August 11 deadline. The Columbia Gorge Tourism Alliance submitted the only proposal. They are well qualified to do the work and staff recommends moving forward with a contract. Our procurement guidelines specify Executive Committee approval for contracts above \$150,000 and this two-year contract would be \$230,000. The RFP and proposal received are attached.



REQUEST FOR PROPOSALS

Gorge Regional Transit Network: Marketing, Public Education and Outreach Services

Mid-Columbia Economic Development District (MCEDD) is seeking proposals from a qualified marketing/advertising group or team of managed individuals to support its marketing, public relations, and outreach activities for the regional transit network in the Mid-Columbia River Gorge bistate region.

The purpose of the project is to increase public awareness of the regional fixed route services and the annual transit pass (GOrge Pass), and to educate potential riders about how to use the local bus services and the regional system. The target audience lives locally within the four counties and within the Portland/Vancouver metro areas, with a special focus on transportation disadvantaged residents, including Migrant/Seasonal Farmworkers, people with Limited English Proficiency, older adults, people with disabilities, people experiencing low incomes, the houseless population, and Native Americans. This project will use culturally appropriate, language-specific, and engaging outreach and education strategies.

Background

MCEDD serves a bi-state area composed of three counties in Oregon (Hood River, Wasco and Sherman) and two counties in Washington (Skamania and Klickitat), all bordering the Columbia River. MCEDD is the lead agency for the Gorge TransLink Alliance, a partnership of the five transportation providers in the Columbia Gorge established in 2001 to promote coordinated regional transportation and a seamless system of travel for residents and visitors. The MCEDD Mobility Manager staffs this partnership and conducts public outreach and marketing of regional transit services and Gorge TransLink Alliance projects. The four transportation providers that operate the regional fixed route transit network are Hood River County Transportation District (dba Columbia Area Transit--CAT), The Link Public Transit, Skamania County Transit, and Mt. Adams Transportation Service. More information about the Gorge TransLink Alliance and the regional fixed route services can be found at gorgetranslink.com.

The GOrge Pass, an annual transit pass that gives access to all fixed route services operated by the four providers, was launched in November 2020 with contracted marketing and outreach. In July 2021, MCEDD received funding from the Oregon Department of Transportation (ODOT) State Transportation Improvement Fund Discretionary Grant Program to market the multi-provider GOrge Pass over a two-year period and issued an RFP with the specific focus on branding and marketing the GOrge Pass in the Mid-Columbia Gorge and the Portland/Vancouver Metropolitan region. That contract was launched in November 2021 and extends through August 31, 2023. More information about the GOrge Pass can be found at gorgepass.com.

In July 2023, MCEDD received new funding from the ODOT State Transportation Improvement Fund Discretionary Grant Program and from the Washington State Department of Transportation (WSDOT) Consolidated Grant Program to continue the public outreach and education activities with a specific focus on communities facing transportation challenges.

Current Marketing Ecosystem

Current GORge Pass marketing materials and digital ecosystem include:

- Brand Guidelines
- Messaging
- GORge Pass website and connected newsletter
- Social media platforms—Facebook, Instagram
- Branded rack cards for each transit provider
- Pass-specific folder/holder for rack cards, overview brochure, Guide to Ride, postcards
- Illustration inventory
- Business, tourism, and transit partner lists

All these elements will be made available to the selected Contractor.

Scope of Work

This community public education and outreach project will create messaging and outreach activities in partnership with community-based organizations and will develop new outreach communications targeting transportation disadvantaged populations by using inclusive photography and videos, events, guided transit trips, social media, and printed materials including targeted itineraries & trip guides. The Contractor's team will include a Travel Trainer (minimum 10 hours/week) whose responsibilities will cover the public outreach and education tasks and any individual travel training needs identified by project partners specifically within Skamania and Klickitat Counties. This project will also maintain the gorgepass.com website and will connect three websites (gorgetranslink.com, gorgepass.com, columbiagorgecarfree.com) in a way that makes the information more accessible to riders and potential riders. All work will occur from contract signing through June 30, 2025.

Task 1: Create messaging and outreach activities with community-based organizations

Deliverables:

1. Work with 4 local community-based organizations to create targeted messaging for the communities they serve.
2. Work with 4 local community-based organizations to plan and implement 10 total outreach activities per year (such as tabling, participating in public gatherings, participating in others' events).

Task 2: Develop new outreach communications targeting transportation disadvantaged populations by using inclusive photography and videos, events, guided transit trips, social media, printed materials including targeted itineraries & trip guides.

Deliverables:

1. Produce 5 videos and 10 images to use in social media outreach.
2. Plan and implement 2 special events to showcase the regional transit system.
3. Maintain existing social media accounts (GORge Pass and Gorge TransLink Facebook and Instagram), posting new content once a week. Maintain GORge Pass monthly newsletter.
4. Facilitate 2 guided transit trips with members of the target groups, using video and photography to document the experience.
5. Produce printed materials of timetables, maps, schedules, posters, rack cards, and "How to Ride" guides of the regional transit system in Spanish and English. All materials will be simplified and cohesive to show how the individual bus services form one integrated regional system. Materials will be ADA accessible and compliant for public use or request process included.

Task 3: Maintain gorgepass.com. Website consolidation: gorgetranslink.com, gorgepass.com, columbiagorgecarfree.com to improve user experience. Review for accessibility.

Deliverables:

1. Note that the Columbia Gorge Tourism Alliance manages columbiagorgecarfree.com and is contracted to manage gorgepass.com until August 30, 2023. MCEDD manages gorgetranslink.com.
2. All websites will be fully ADA accessible and compliant.
3. Assist the Mobility Manager in trouble-shooting the use of Google Maps for transit directions. This tool often does not reflect the regional transit services correctly.

Task 4: Expand awareness and support of the Gorge Equity fund, which provides free annual Gorge passes to low-income residents by engaging more local employers.

Deliverables:

1. Outreach to 10 or more local employers to encourage their participation in the Buy One, Give One program (for every pass purchased for an employee, one pass is donated to the Gorge Equity Fund).
2. Develop 4 specific social media posts highlighting Gorge Equity Fund information to increase public awareness of the Fund and that a percentage of each Gorge Pass purchase goes to the Gorge Equity Fund.

Task 5: Communicate first mile/last mile, car-free transportation, and vanpool options including active transportation and local low-income carshare programs.

Deliverables:

1. Develop 5 itineraries that include first mile/last mile and walking and biking modes connecting to transit. Post on website and social media.
2. Include information about vanpool programs and carshare programs when communicating to employers.
3. Include information about transportation options and programs in 2 social media posts and on the website.

Task 6: Final Report

Deliverables:

Contractor will prepare a final report summarizing the accomplished work and highlighting challenges, successes, and lessons learned. The report will also include recommendations for short-term and long-term public outreach and education goals, strategies, and next steps. These recommendations will be based on PMT discussions about future funding and sustainability (see Project Management and Review).

Project Management and Review

The project will be managed by MCEDD. Work over the course of this contract will involve coordination and communication with a project management team (PMT) on day-to-day decisions regarding the project, proposed strategies, design, copy, media placements, etc. The PMT will use a collaborative decision-making process to address work scope issues and to ensure fair stakeholder participation and representation. PMT meetings will be held 2 x month at minimum, with one PMT meeting per month that includes representatives from all the providers. The contractor will work with

MCEDD staff to plan 2-3 all—provider meetings in the final year of this contract to facilitate a discussion about what future funding is available to continue the work after this grant expires.

The PMT will consist of (at minimum):

- The Contractor responsible for carrying out the scope of work
- MCEDD Contract Manager (Mobility Manager)
- MCEDD Travel Trainer
- ODOT and WSDOT Contract Managers
- Representatives of Hood River County Transportation District (CAT), The Link Public Transit, Skamania County Transit, and Mt. Adams Transportation Service.

Work over the course of this contract will involve coordination and communication with the Grant Project Management Team, organizations serving the priority communities, Gorge-area Chambers of Commerce, Tourism/City/County/Port partners, members of the general public, employers in Portland and the Gorge, and other parties as needed. Innovation and creativity leading to increased public awareness and GORge Pass sales is critical to the continued success and growth this program.

Budget

\$230,000 for the two-year period, expected to roughly be split evenly between the two years. MCEDD may amend or extend this contract beyond the initial two years to accommodate the terms and conditions of the funding sources or future grants awarded to MCEDD within this two-year period provided a market survey conducted by MCEDD indicates that the prices the contractor proposes are reasonable.

Project Funding Sources and State and Federal Requirements

MCEDD has received funding from the ODOT State Transportation Improvement Fund Discretionary Grant Program and from the Washington State Department of Transportation (WSDOT) Consolidated Grant Program to support this project. As such, the Contractor will be required to comply with all applicable state and federal laws, regulations, policies, guidelines, and requirements with respect to funding sources. All clauses in ODOT Agreement #35594 (see Attachment A) will be incorporated by reference. Contractor shall obtain and maintain insurance of the types and amounts listed in Exhibit C of Attachment A, ODOT Agreement #35594. MCEDD has not yet executed a WSDOT agreement for project funds, but Section 8B of WSDOT Agreement PTD0345 (see Attachment B) is a good reference.

Timeline

Tasks and activities should be evenly distributed between Year 1 and Year 2, taking into account appropriate seasonal variations.

August 11, 2023	Proposal deadline
Week of August 14	Potential interviews of proposers
August 21, 2023	Award decision announced
Week of August 21, 2023	Project kick-off meeting Event and Social Media calendar developed
Tasks 1-5	50% by June 30, 2024 50% by June 30, 2025 With Quarterly Report Submissions

Requirements

Requirements include: experience with creation of visual assets and/or social media management, experience working with community-based organizations, and experience working with public transportation services. Consideration will be given for the proposal that best meets the needs of MCEDD's Gorge Regional Transit Marketing, Public Education and Outreach Services project. Additional preference includes firms located within MCEDD's service area. Selection will be based on qualifications, performance history, expertise and experience, creativity, and the ability to work with community-based organizations.

Upon completion of the development of the visual assets, MCEDD will assume full responsibility for social content administration and rights to the images and/or video.

Questions

All questions regarding this RFP should be provided in writing to kathy@mcedd.org. Answers will be provided in writing to all submitted questions no later than 3 business days after they are received, and a full overview of all questions & responses will be provided by August 7, 2023.

Submission Requirements

To be considered for the award, respondents must submit the following items in a timely manner and in proper form. Each submittal must include:

- 1.) An outline of the proposed project scope of work
- 2.) A proposal describing your qualifications;
- 3.) Proposed fee structure including rates and any other costs;
- 4.) Names, phone numbers and contacts for three organizations to be contacted as references;
- 5.) Copies of or links to work samples;
- 6.) Location of principal office and branch(es); and
- 7.) Any other information you consider to be of value in evaluating your qualifications.

In order to be considered for award, responses must be received by MCEDD by 5:00 p.m. on August 11, 2023 to:

Jessica Metta, Executive Director
Mid-Columbia Economic Development District
802 Chenoweth Loop Rd
The Dalles, Oregon 97058
or via email to jessica@mcedd.org.

MCEDD reserves the right to reject any or all proposals, to waive any formality in the proposals and to accept the proposal(s) which deems to be in the best interest of MCEDD.

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 **Mid-Columbia Economic Development 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, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2025** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget**Exhibit B: Financial Information****Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$176,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

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

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

11. General Provisions

- a. **Liability of Recipient; Indemnification.**
 - i. **Recipient shall defend, save, hold harmless, and indemnify the State, the Oregon Transportation Commission, ODOT, and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (collectively, "Claim") which may be brought or made against State by a third party arising out of or related to any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake**

or negligence of Recipient or its officers, employees or agents arising out of or related to this Agreement. Recipient's obligation under this Section shall not extend to any claim primarily caused by the negligent or willful misconduct of State.

- ii. **Any such indemnification shall also provide that neither Recipient, nor any attorney engaged by Recipient, shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending State or that Recipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient if State elects to assume its own defense.**
- iii. Sections 11.a.i. and 11.a.ii shall survive termination of this Agreement.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and

exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Mid-Columbia Economic Development 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:

Jesus Mendoza
802 Chenowith Loop Rd
The Dalles, OR 97058
1 (541) 296-7595 1101
jesus@mcedd.org

State Contact:

Jovi Arellano
555 13th St SE
Salem, OR 37301
1 (971) 718-1050
jovi.arellano@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jovi Arellano

Date _____ 06/13/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

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

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC Mid-Columbia Economic Development District 35594				
<i>Gorge Regional Transit Network: Inclusive Outreach and Education Project Administration and Mobility Management</i>				
P-23-3778-01 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$20,000.00	\$16,000.00	\$4,000.00	Local, Other
P-23-3778-02 Item #1: Mobility Management - 5302(a)(1)(L)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$200,000.00	\$160,000.00	\$40,000.00	Local, Other
Sub Total	\$220,000.00	\$176,000.00	\$44,000.00	
Grand Total	\$220,000.00	\$176,000.00	\$44,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

Mobility management is an approach for managing and delivering coordinated transportation services to customers, including seniors, people with disabilities, and individuals with lower incomes. Mobility management focuses on meeting individual customer needs through a wide range of transportation options and service providers. It also focuses on coordinating these services and providers to achieve a more efficient transportation service delivery system. Mobility managers serve as policy coordinators, operations service brokers, and customer travel navigators. As policy coordinators, mobility managers help communities develop coordination plans, programs, and policies, and build local partnerships.

They also work to promote land-use policies that favor transit-oriented development, public transportation, and pedestrian access. As brokers, they coordinate transportation services among all customer groups, service providers, and funding agencies. And, as travel navigators, they work with human service agencies and/or workforce centers that coordinate the travel and trip planning needs of individuals who receive human service program assistance.

Mobility management activities eligible for funding include:

- Operating transportation brokerages to coordinate service providers, funding resources, and customer needs;*
- Coordinating transportation services for seniors, individuals with disabilities, and individuals with low incomes;*
- Supporting local partnerships that coordinate transportation services;*
- 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.*

2. PROJECT DESCRIPTION

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.

Mobility Management

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

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

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.

Mobility Management

The primary goals of the Inclusive Outreach and Education project are to increase public awareness of the regional fixed route services and to educate potential riders about how to use the local bus services and the regional system. The target audience lives locally within the four counties and within the Portland/Vancouver metro areas, with a special focus on transportation disadvantaged residents, including Migrant/Seasonal Farmworkers, people with Limited English Proficiency, older adults, people with disabilities, people experiencing low incomes, the houseless population, and Native Americans. This project will use culturally appropriate, language-specific, and engaging outreach and education strategies. The Gorge TransLink Alliance is a partnership of the five public transportation providers in the Mid-Columbia Gorge region, serving Hood River, Wasco, and Sherman counties in Oregon and Klickitat and Skamania counties in Washington.

Recipient will implement and coordinate in house. If work is through a contractor, ensure that process is established through a procurement and contract of services to meet agreement and funding requirements.

Task #1: Create messaging and outreach activities with community-based organizations.

Deliverables:

- 1. Work with 4 local community-based organizations to create targeted messaging for the communities they serve.*
- 2. Work with 4 local community-based organizations to plan and implement 10 total outreach activities per year (such as tabling, participating in public gatherings, participating in others' events).*

Task #2: Develop new outreach communications targeting transportation disadvantaged populations by using inclusive photography and videos, events, guided transit trips, social media, printed materials including targeted itineraries & trip guides.

Deliverables:

- 1. Produce 5 videos and 10 images to use in social media outreach.*
- 2. Plan and implement 2 special events to showcase the regional transit system.*
- 3. Maintain existing social media accounts (GOrg Pass and GOrg Transit Facebook and Instagram), posting new content once a week.*
- 4. Facilitate 2 guided transit trips with members of the target groups, using video and photography to document the experience.*
- 5. Produce printed materials of timetables, maps, schedules, posters, rack cards, and How to Ride guides of the regional transit system in Spanish and English. All materials will be simplified and cohesive to show how the individual bus services form one integrated regional system. Materials will be ADA accessible and compliant for public use or request process included.*

Task #3: Integrate 3 separate websites: gorgetranslink.com, gorgepass.com, columbiagorgecarfree.com and review for accessibility.

Deliverables:

- 1. All three websites will be integrated into one website, the Gorgetranslink.com*
- 2. The Gorgetranslink.com will be fully ADA accessible and compliant.*
- 3. Work with Trillium on troubleshooting GTFS data issues and the inaccuracies of the google maps trip planner which is an important feature of the website.*

Task #4: Expand awareness and support of the Gorge Equity fund, which provides free annual Gorge passes to low-income residents by engaging more local employers.

Deliverables:

- 1. Outreach to 10 or more local employers to encourage their participation in the Buy One, Give One program (for every pass purchased for an employee, one pass is donated to the Gorge Equity Fund).*
- 2. Develop 4 specific social media posts highlighting Gorge Equity fund information to increase public awareness that a % of a GOrg Pass purchase goes to the Gorge Equity Fund.*

Task #5. Communicate first mile/last mile, car-free transportation, and vanpool options including active transportation and local low-income carshare programs.

Deliverables:

- 1. Develop 5 itineraries that include first mile/last mile and walking and biking modes connecting to transit. Post on website and social media.*
- 2. Include information about vanpool programs and carshare programs when communicating to employers.*
- 3. Include information about the local low income carshare programs in 2 social media posts and on the website.*

Mobility Management funds cover staff costs, consultant costs, travel, and outreach and educational materials described in Tasks #1 through #5.

PROJECT PERFORMANCE MEASURES

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

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 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 reached, events held, and social media metrics to be reported during the Agreement period.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

Modifications to projects funded with STIF Intercommunity Discretionary funds must continue to provide significant benefit to the statewide transit network or risk loss or reduction of project funding.

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.

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

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

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

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient should provide a narrative describing milestones reached and goals achieved in the Agency Periodic Report notes section.

All purchased service costs should include the invoice for the quarter services were provided. Invoices should include a description of the services provided or other metrics used to provide justification of the costs for reimbursement. In addition invoices should include day, name of the vendor, and the name of the recipient.

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report in the APR the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

If Recipient is not a Qualified Entity, Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the deadline for submission of the form and will include instructions for the proper completion and submittal of the form.

Administration

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

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.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or 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		Total State Funding \$176,000.00
--	--	--	---

Administered By Public Transportation Division 555 13th St SE Salem, OR 37301

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

limits of insurance.

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

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.

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.

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.

COMMERCIAL GENERAL LIABILITY.

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

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

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).

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**.



WSDOT Contact: Matthew Cramer

WSDOT E-mail: matthew.cramer@wsdot.wa.gov

WSDOT Phone: 360-905-2152

Consolidated Grant Program Operating Grant Agreement			
Agreement Number	PTD0345	Contractor:	Mid-Columbia Economic Development District (MCEDD)
Term of Agreement	July 1, 2021 through June 30, 2025		
Vendor #	930586118		
CFDA #	20.513 5310 Enhanced Mobility of Seniors and Individuals with Disabilities		
DUNS	85974939		
Service Area	Klickitat and Skamania Counties	Contact:	Jessica Metta
		Email:	jessica@mcedd.org

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter “WSDOT,” and the Contractor identified above, hereinafter the “CONTRACTOR,” individually the “PARTY” and collectively the “PARTIES.”

WHEREAS, the State of Washington in its Sessions Laws of 2021, Chapter 333 Section 220 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2021-2023 biennial appropriations to WSDOT; and

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled “Funding by Project” (hereinafter known as the “Project(s)”) which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

Section 1
SCOPE OF WORK AND BUDGET

Funding by Project

Project Title: Gorge TransLink Alliance Mobility Management

UPIN # PTD0345

Scope of Work: Sustain the Gorge TransLink Mobility Management project in Skamania and Klickitat Counties to enhance transportation services for seniors, persons with disabilities, and other special needs populations.

Funds	Federal Award Identification #	Current Percentage	Current Funds	Projected Funds	Total Current and Projected Funds
FTA 5310 Rural	WA-2017-070	35%	\$ 71,662		\$ 71,662
Contractor's Funds	N/A	65%	\$ 131,513	\$ 138,088	\$ 269,601
Projected Grant Funds	N/A			\$ 75,245	\$ 75,245
Total Project Cost		100%	\$ 203,175	\$ 213,333	\$ 416,508

Budget: *Projected Funds are subject to appropriation by the WA State Legislature, once appropriated, funds will be added to this AGREEMENT by written amendment.*

Section 2

Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide funds to the CONTRACTOR for public transportation services that meet the needs of persons in the State of Washington.

B. If this AGREEMENT includes any funding with federal funds, in addition to the requirements of Sections 1 through 34 of the AGREEMENT the CONTRACTOR will also comply with all requirements imposed by, or pursuant to 49 USC chapter 53, all other applicable federal laws, regulations and requirements and the requirements set forth in Exhibit I, Federal Provisions for this AGREEMENT that Includes Federal Funds (Grant Agreement), which is attached hereto and by this reference incorporated into this AGREEMENT, "Federal Provisions ."

Section 3

Scope of Project

The CONTRACTOR shall undertake and complete the Project described and detailed in Section 1. The CONTRACTOR shall operate the service within the service area described in Section 1, in accordance with the terms and conditions of this AGREEMENT.

Section 4

Term of Agreement

The CONTRACTOR shall commence, perform, and complete the work identified under this AGREEMENT within the time defined in the caption space header titled "Term of Agreement" on this AGREEMENT regardless of the date of signature and execution of this AGREEMENT, unless terminated as provided herein.

Section 5

General Compliance Assurance

The CONTRACTOR agrees to comply with all instructions as prescribed in WSDOT's *Consolidated Grants Program Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://www.wsdot.wa.gov/transit/grants/apply-manage-your-grant>, which by this reference is fully incorporated herein.

Section 6

Contractor's Share of Project Costs

A. The Total Project Cost shall not exceed the amounts detailed in Section 1. The CONTRACTOR agrees to expend eligible funds, together with any Contractor's Funds allocated for the Project, in an amount sufficient to complete the Project. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in Section 1. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in Section 1, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination. Nothing in Section 6(A), shall preclude the requirements specified in Section 7 (B) for payments at the end of the biennium.

B. **Minimum Match:** The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in Section 1, indicated as Contractor's Funds.

Section 7
Reimbursement and Payment

A. Payment will be made by WSDOT on a reimbursable basis for actual costs and expenditures incurred, while performing eligible direct and related indirect Project work during the life of the Project. Payment is subject to the submission to and approval by WSDOT of properly prepared invoices that substantiate the costs and expenses submitted by CONTRACTOR for reimbursement. Failure to send in progress reports and financial information as required in Section 9 –Reports may delay payment. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once per month and no less than once per year, during the course of this AGREEMENT. If approved by WSDOT, properly prepared invoices shall be paid by WSDOT within thirty (30) days of receipt of the invoice.

B. **State Fiscal Year End Closure Requirement (RCW 43.88):** The CONTRACTOR shall submit an invoice for completed work in the same state fiscal period in which the work was performed. As defined in RCW 43.88, the state fiscal period starts on July 1 and ends on June 30 the following year. Reimbursement requests must be received by July 15 of each state fiscal period. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the expenses to be billed so WSDOT may accrue the expenditures in the proper fiscal period. Any subsequent reimbursement request submitted will be limited to the amount accrued as set forth in this section. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 8
Assignments and Subcontracts

A. The CONTRACTOR shall submit to WSDOT a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as Section 5, Sections 8 through 18, Section 21 and Section 24 of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 9
Reports

A. The CONTRACTOR shall prepare quarterly reports regarding services provided pursuant to this AGREEMENT and other related information as prescribed in the Guidebook, and any amendments thereto, whichever is applicable, or as requested by WSDOT. Due to Legislative and WSDOT reporting requirements, any required quarterly progress reports shall be submitted for the duration of the AGREEMENT period regardless of whether the underlying funding sources have been exhausted. Post-grant annual performance reporting may also be required as prescribed in the aforementioned guidebook. Those reports include, but are not limited to:

1. Project Passenger Trips Provided
2. Project Service Hours Provided
3. Project Revenue Service Miles Provided
4. Narrative Progress Report
5. Financial Status/Summaries of the Project.

B. This subsection applies only to projects that are receiving Transit Coordination, Tier, or Regional Mobility grant funds. In addition to the requirements from subsection A, the CONTRACTOR shall submit a mutually agreeable Performance Measurement Plan to WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from Section 1, WSDOT may direct the CONTRACTOR to repay WSDOT the State funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

Section 10

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability for WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof.

Section 11

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of WSDOT.

Section 12

Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall CONTRACTOR knowingly rent or purchase any equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not engage on a full-time, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of WSDOT without written consent of WSDOT.

Section 13

Compliance with Laws and Regulations

The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violate state or local law, or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the Project.

Section 14
Environmental Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW “State Environmental Policy Act” (SEPA).

Section 15
Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 16
Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the performance period of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six-year period then the CONTRACTOR’s obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. **General Audit Requirements.** The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR’s expense. Project closeout will not alter the CONTRACTOR’s audit responsibilities.

C. **Inspection.** The CONTRACTOR agrees to permit WSDOT and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its subcontractors pertaining to the Project. The CONTRACTOR agrees to require each third party to permit WSDOT, and the State Auditor or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 17
Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 18
Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 19
Coordination of Special Needs Transportation

It is the policy of WSDOT to actively support coordination of special needs transportation in the state. As a condition of assistance, the CONTRACTOR is required to participate in local coordinated planning as led by CONTRACTOR's relevant Metropolitan Planning Organization (MPO) and/or Regional Transportation Planning Organization (RTPO). Persons with special transportation needs means those persons, including their personal attendants, who because of physical or mental disability, income status, or age are unable to transport themselves or purchase transportation.

Transit Projects and Regional Mobility Grant funded projects are explicitly excluded from the provisions of Section 19 – Coordination of Special Needs Transportation.

Section 20
Disputes

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR's receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 21
Termination

A. **Termination for Convenience.** WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written

notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project;
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Takes any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT;
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates;
3. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
4. Fails to perform in the manner called for in this AGREEMENT or fails, to comply with, or is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: (a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or (b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate

to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

E. If this AGREEMENT is terminated, whether for convenience or for default, before the specified end date set forth in the caption header, "Term of Agreement", WSDOT and the CONTRACTOR shall execute an amendment to this AGREEMENT identifying the termination date and the reason for termination.

Section 22
Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

Section 23
Lack of Waiver

In no event shall any WSDOT payment of grant funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default.

Section 24
Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold harmless WSDOT, its agents, employees, and officers and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT arising out of, in connection with or incident to the execution of this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This indemnity and defense provision applies to all claims against WSDOT, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees or officers to the extent that claims are caused by the sole negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be the employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION,

hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

Section 25 Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, PIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

Section 26 WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the Project as defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

Section 27 Venue and Process

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 28 Subrogation

A. **Prior to Subrogation.** WSDOT may require the CONTRACTOR to take such reasonable action as may be necessary or appropriate to preserve the CONTRACTOR's right to recover damages from any person or organization alleged to be legally responsible for injury to any equipment, property, or transportation program in which WSDOT has a financial interest.

B. **Subrogation.** WSDOT may require the CONTRACTOR to assign to WSDOT all right of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.

C. **Duties of the CONTRACTOR.** If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

**Section 29
Counterparts**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

**Section 30
Complete Agreement**

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

**Section 31
Severability**

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

**Section 32
Order of Precedence**

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. Federal law
2. Exhibit I, Federal Provisions, if applicable
3. State law
4. This AGREEMENT
5. The Guidebook

**Section 33
Execution**

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

**Section 34
Binding Agreement**

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and or entity(ies) to the obligations set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

for

Brian Lagerberg, Director
Public Transportation Division



Authorized Representative

Executive Director

Title

Jessica Metta

Print Name

08.17.2021

August 9, 2021

Date

Date

EXHIBIT I
Summary of Federal Requirements and Incorporating by Reference Annual List of
Certifications and Assurances for FTA Grants and Cooperative Agreements
("Certifications and Assurances") and Federal Transit Administration Master Agreement
("Master Agreement")

Recipient of federal assistance under 49 U.S.C. chapter 53 must submit annually or as part of its application for federal assistance. Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the most current approved Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>. The Certifications and Assurances are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the most current approved Master Agreement. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

Note and comply with the following language stated under the master agreement:

"Each provision of this Master Agreement must be interpreted in context with all other provisions of this Master Agreement and the Underlying Agreement. If a single provision is read apart from the rest of this Master Agreement or the Underlying Agreement, that provision might not convey the extent of the Recipient's responsibility to comply with the requirements of this Master Agreement and the Underlying Agreement."

Without limiting the foregoing, the following are some requirements applicable to transactions covered by this AGREEMENT

1. Changes to Federal Requirements - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2. Civil Rights

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 the recipient deems appropriate, which may include, but is not limited to:

- a. Withholding monthly progress payments;
- b. Assessing sanctions;
- c. Liquidated damages; and/or
- d. Disqualifying the contractor from future bidding as non-responsible.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3. Disadvantaged Business Enterprises

- The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, 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 the recipient 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.).

- The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

4. ADA Access - The contractor shall comply with the requirements of 49 CFR FTA C 4710.1 as applicable to this contract. Equal access and the opportunity should be given to individuals with disabilities to fully participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations.

5. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.



August 11, 2023

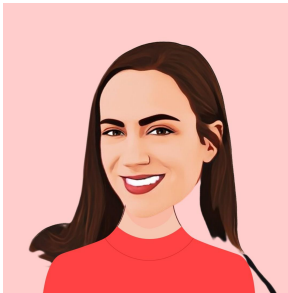
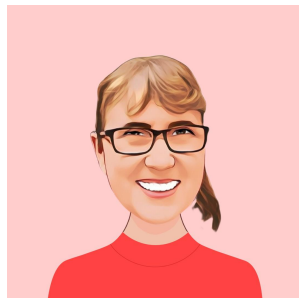
Jessica Metta, Executive Director
Mid-Columbia Economic Development District

Dear Jessica and Gorge Transit Team.

Thank you for the opportunity to submit an application for the Gorge Regional Transit project. We would love the chance to build on the foundation that has been established over the past two years.

Please don't hesitate to reach out with any questions you may have on any of the details of the following proposal. As always, the suggested budget and approach are open to discussion and feedback from the Translink Alliance.

Thank you
Emily Reed | Network Director
Columbia Gorge Tourism Alliance
emily@columbiagorgetourismalliance.org
503-360-3532



SCOPE OF WORK



PROJECT	2023-24 Costs	2024-25 Costs	
Portland Media	\$20,000	\$20,000	ODOT \$160,000
Gorge Media	\$17,000	\$17,000	
Social Media	\$6,000	\$6,000	
Collateral/Additional Marketing	\$20,000	\$20,000	
Videos	\$4,000	\$4,000	
Website / Newsletters	\$3,000	\$3,000	
Project Management	\$10,000	\$10,000	WADOT \$70,000
Travel Trainer (10 hours/week at \$40/hour)	\$21,400	\$21,400	
Travel Trainer Management	\$10,000	\$10,000	
Materials for Travel Trainer Outreach	\$3,600	\$3,600	
TOTAL	\$115,000	\$115,000	

THOUGHTS ON MARKETING

The role of traditional marketing is to **raise awareness** and through reach and repetition. GOrge Pass has a strong campaign template that allows us to celebrate and build on the beauty and love of the Gorge for both locals and visitors.

- With this as a base, we'd like to add in **new messages that use creativity** to do the work of cutting through and grabbing attention. Informal creative development research will allow us to bring the rider into our process and make sure that our messages make sense and cut through the clutter.
- We would also like to **elevate current riders** in a variety of ways to demonstrate the ease and benefits of transit. But the overall goal is to show how many people are already riding in order to make it feel ubiquitous and ideally (eventually!) create a sense of FOMO (fear of missing out).
- Elevation to include interviews, articles, social media posts, videos, special prizes at the booths and exclusive events.

Portland/Vancouver Metro Media

\$40,000

Two media pushes each year: an initial launch in November/December with focus on holiday gifts, skiing, and holiday travelers; and a second push in the Spring with a focus on outdoor recreation and trip ideas at the start of summer planning. Advertising will include social/digital media and radio.

Gorge Area Media

\$34,000

Continuing our hyper local focus with placement in niche community newsletters and gatherings. We will be on the search for partnerships with any active social media influencer. Advertising will include newspaper, radio, online calendars, posters, social media, and in-theater ads. Campaign pushes to include holiday gifts, mountain access, airport, city adventures, active commuting, etc.

Social Media

\$12,000

Social media will continue to focus on the seasonal and ongoing benefits of transit. This has been a successful way to reach and educate current and potential users.

Collateral/ Additional Marketing

\$40,000

To include rack cards, maps, posters and passes (\$12,000)
 Coordinated transit schedules design + printing (\$8000)
 Creative development and research (\$4000)
 Booth signage, prizes, fees (\$2000)
 PR and rider profiles (\$4000)
 Events (\$10,000) Ideas include transit awards, Earth Month, tourism season kick off and mystery trips

Videos

\$8,000

To be used to support our different campaigns and to highlight our riders and Team Transit participants.

Website /Newsletters

\$6,000

Includes solving Google issue (no matter how long it takes) and consolidation to strengthening flow to Gorge Translink for schedule info and to Gorge Car Free for overall travel info and trip ideas. Newsletters to move from monthly to as needed/ by campaign.

Overall Project Management

\$20,000

Includes management of all project development, Project Management Team meetings, outreach presentations to Gorge and Portland organizations, and quarterly reporting.



THOUGHTS ON OUTREACH

Just as we are using marketing to celebrate riders, the strategy for outreach is to **create an ever-expanding Team Transit**.

- *The travel trainers (along with the Gorge Translink Alliance) act as the momentum-makers at the center, pulling in Transit Ambassadors as well as anyone / everyone who is currently actively supportive of transit Eg the environmental clubs at the high schools, Columbia Gorge Climate Action Network, and anyone we catch ebiking with groceries or a kite board.*
- *The program will develop ways to connect, build community, and recognize these people. Additionally, it will create tools they can use to show / educate others. Methods may include exclusive events, t-shirts and awards; as well as funding for their own outreach efforts/ideas such as social media posts or presentations.*



Travel Trainer (10 hours/week at \$40/hour) \$42,800

Includes: outreach to potential partners, employers and community organizations; raising awareness and help distribute passes to at least 40 new residents; conducting 10 travel trainings each year; participating in 10 community events and gatherings each year; recruit at least 4 new travel ambassadors and holding regular Team Transit gatherings; gathering surveys, stats and reporting

Travel Trainer Management \$20,000

Includes: Recruiting, training and coordination. Is also designed to allow CGTA to step in if needed or to shift funds to give more support to Team Transit (eg pay representatives for their time)

Materials for Travel Trainer Outreach \$7,200

Includes message development, design and printing for key populations as well as budget for Team Transit gatherings (food, prizes, speakers, etc)

TIMELINE

SEPT

OCT

NOV

DEC

JAN

FEB

MARCH

APRIL

MAY

JUN

JULY

AUG

Holiday Gifts

Spring Break

Dog Mtn

Summer Service Bikes

Fall Schedule

Holiday Gifts
Airport
Winter Driving

Mountain Access
Winter Driving

Summer Trip Ideas
Events

Seasonal/Topical Newsletters + Organic Social Media
Towns, Events, Benefits of Transit, Equity Fund, Commuting, Riders Celebrated



Monthly Provider Meetings

Travel
Trainer
Job Post
Interview
Select

Presentations:
Schools
City Councils
Community Groups

Booth at Events

Solve. Google. Issue.

Event

Event

Event

Event



**COLUMBIA
GORGE**
TOURISM ALLIANCE

- + Strategic Planning
- + Project Oversight
- + Creative Brand Strategy
- + Advertising Campaign Development
- + Media Planning & Management
- + Website Development & Management
- + Public Relations
- + Networking, Community Engagement, & Outreach
- + Copywriting & Messaging
- + Illustration
- + Map Design
- + Collateral Design & Production/
Printing/Distribution
- + Digital Marketing
- + Event Planning & Management

About the Columbia Gorge Tourism Alliance

- We are a bi-state non-profit located in the Columbia River Gorge dedicated to ensuring the tourism economy is a force for local good. Building a strong regional transit system is a core focus of our efforts and of our 15 year vision.
- Our team has **extensive experience** with transit, award-winning creative development, and campaign management within both Portland + the Gorge regions.
- We offer **full service without the overhead** and are focused on spending as much of the budget as possible on reach and impact vs management, redesign, or transition.
- We have strong and extensive **relationships with partners** on both sides of the river and are able to leverage our network to reduce the costs of marketing (eg shared photography, earned media, pro-bono support, etc.).
- We are uniquely positioned to manage a **collaborative creative decision-making** process.
- Perhaps most importantly, we are in the unique position to approach this project both from a traditional media point of view as well as boots-on-the-ground community outreach.



Emily Reed

Marketing Strategist & Team Manager | Gorge

Relevant Projects: 2021 -2023 GORge Pass; Columbia Gorge Tourism Alliance

Rate Per Hour: \$100

Emily has over 25 years of experience working with the top creative agencies in the world to develop effective creative campaigns for hundreds of top brands including Sony, Coke, Nike, Target and Got Milk?. Her skills also include qualitative research, group facilitation, copywriting (one of her ads in the permanent collection of the MOMA), social media, event planning, project management and website development. She is a Gorge native and brings extensive experience with marketing & events Gorge-wide.

Amy Livingstone

Graphic Designer | North Carolina (with roots in Portland)

Relevant Projects: GORge Pass 2020 - 2023; Visit Hood River; Friends of the Gorge; Columbia Center of the Arts

Rate Per Hour: \$95

Amy is an award-winning graphic designer with over 25 years of experience working with small-to-large businesses and non-profit organizations in the Portland-metro area. Her clients include Intel, Columbia Sportswear and the Portland Japanese Garden plus a number of Gorge-based organizations including the Hood River Chamber of Commerce, Columbia Center of the Arts, and Friends of the Gorge.



Maureen Bernadelli-Suter

Media Strategy, Planning & Placement | Portland

Relevant Projects: GORge Pass Media 2020 -2023

Rate Per Hour: \$125

Maureen has over 30 years of experience specializing in helping to create partnerships, associations, affiliations, connections and recall between ad messaging and the target audience. Her deep and extensive knowledge of the region includes Cycle Oregon, Nike, The Oregonian, Portland State University, Oregon Community Foundation, Oregon Health Authority, Metro, and many more.



Fellene Gaylord

Map Creation & Website Design | Portland

Relevant Projects: TriMet; Gorge Pass 2020 - 2023

Rate Per Hour: \$85

With a background in visual design, a knack for information graphics, and a passion for solving technical problems, Fellene Gaylord uses her skills as a web designer, cartographer, and coder to create innovative, engaging, and user-friendly solutions for her clients. During her 15 years as a designer and cartographer at TriMet, she was responsible for over a million printed maps of the Portland transit system. She' has also been building websites for over 25 years and teaches a range of web development courses as an instructor at Clark College.

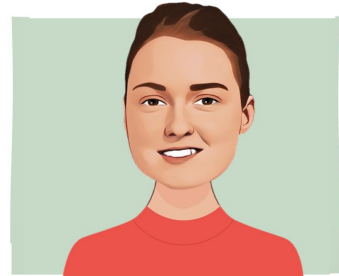
Nicole Wähler

Production Manager | Gorge

Relevant Projects: Gorge Pass Social Media and Events; development of AccessibleGorge.com & Waterfall Corridor Audit

Rate Per Hour: \$30

Nicole is a recent graduate of Southern Oregon University with a focus on business and tourism. Her work in the Gorge over the past year has already earned her the Travel Oregon Rising Star award. She is also a avid Gorge transit supporter, commuting each week on the Columbia Gorge Express.



**Alexa Carey**

Travel Oregon
Alexa@traveloregon.com
971-717-6178

Matthew Ozuna

State of Washington Tourism
Matthew@stateofwatourism.com
509-945-3026

Nate Stice

Regional Solutions
(Hood River, Wasco, Sherman, Gilliam, Wheeler)
Office of Governor Tina Kotek
Nate.Stice@oregon.gov
503-428-8059

Lynn Burditt

US Forest Service
Audrey.Burditt@usda.gov
360-921-3382

ACKNOWLEDGMENT OF COMPLIANCE

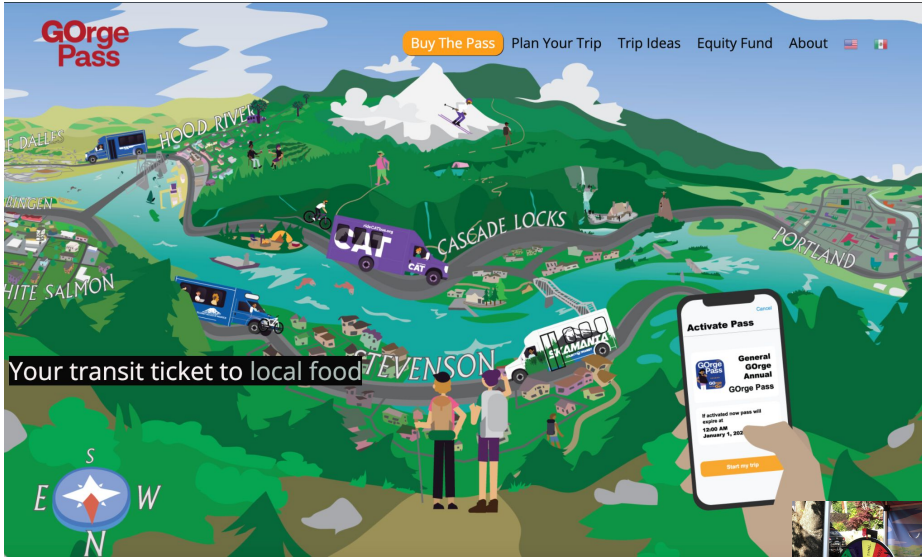
Columbia Gorge Tourism Alliance is an equal-opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.

This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. Columbia Gorge Tourism Alliance makes hiring decisions based solely on qualifications, merit, and business needs at the time.

SAMPLES OF WORK

GORGE PASS PROGRAM

Implementation of coordinated program including stakeholder research & partnership outreach; equity fund creation; design of shared collateral; social media & video production; website creation & management; monthly newsletters; event tabling; and more.





REGIONAL FOOD TRAILS

Implementation of coordinated program including website creation, social media support, partner amplification, rack card printing and distribution, and Local Food Summit.



OUTDOOR REC VISITOR EDUCATION

Includes regular updates of land status (opens and closures), social media, printing and distribution of rack cards, and monthly convening of Bi-State Rec group.

READY, SET, GORGE!

- [What's Open](#)
- [Prepare](#)
- [Care](#)
- [Connect](#)
- [Resources](#)
- [News](#)



ACCESSIBLE GORGE

Creation of information resource for visitors and residents with disabilities for businesses, trails and transit in the Columbia River Gorge with the goal to provide as much transparent information as possible to empower visitors to make their own decisions. Includes outreach, website, social media, and printing & distribution of rack card.



Memorandum

To: MCEDD Executive Committee
From: Jessica Metta, Executive Director
Date: August 29, 2023
Re: Private Sector Appointments

Overview

September is the annual renewal cycle for the private sector members on the MCEDD Full Board as well as the private sector Loan Administration Board members. These two requests are combined in this memo.

1) MCEDD Full Board Private Sector Members

The MCEDD Executive Committee makes appointments for private sector members to the Board. These appointments are ratified by the full Board at their annual meeting in September. There are eight private sector members serving on the MCEDD Board of Directors:

- Ken Bailey, agriculture
- Scott Clements, housing and private business
- Buck Jones, food and beverage, Native American community
- **Vacant**, healthcare
- Eric Proffitt, workforce
- **Vacant**, higher education
- Ryan O'Connor, high tech
- Garrett Stump, forestry

Private Sector Board Candidates

With Robb Kimmes' retirement and Dr. Cronin's resignation, our healthcare and higher education positions are vacant. All other currently serving Full Board private sector members were willing to continue in their seats.

We shared the information about the MCEDD Board openings on our website, newsletter and via press release. We received one application for the healthcare rep from Colin Robinson, CTO with One Community Health, which is included in this packet. Prior to her departure, Dr. Cronin recommended Jarret Gilbert, VP of Instructional Services at CGCC, for her replacement. Staff is consulting with the new CGCC President Dr. Kenneth Lawson on Aug. 31 on his preference and will have an update in time for the Executive Committee meeting.

Request

The MCEDD Executive Committee is asked to make an appointment of ***eight individuals to fill the private sector positions on the MCEDD Board***. These appointments must then be ratified by the Full Board at the annual meeting.

2) Loan Administration Board

The MCEDD Loan Administration Board is an unpaid committee that meets bi-monthly to make loan policy and all major loan decisions including loan approvals and subsequent loan modifications and

foreclosures. The Loan Administration Board is composed of the five county representatives to the MCEDD Board, two private sector representatives and an alternate private sector representative. The terms for these private sector “At-large” representatives expire annually. The primary qualifications for appointive members are that they have business, legal or financing experience, with at least one of the members having financing experience. At-large members do not need to be MCEDD Board members.

Private Sector Loan Administration Board Candidates

Currently, the private sector MCEDD Loan Administration Board positions are held by Scott Clements, Dillon Borton and AJ Tarnasky (Alternate). While both Scott and AJ expressed interest in seeking reappointment, Dillon asked to step down at this time.

We shared the information about the MCEDD LAB seats on our website, newsletter and via press release. We received two applications included in your packet: Eric Nerdin, Finance Officer for Business Oregon and Matt Stoneberg, VP/ Branch Manager for Riverview Bank in White Salmon.

Request

The MCEDD Executive Committee is asked to make a recommendation to the MCEDD Board of *three individuals to serve on the MCEDD Loan Administration Board*. Final appointments are made by the Full Board at the annual meeting.

**MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT (MCEDD)
BOARD OF DIRECTORS
INTEREST FORM**

The purpose of this form is to assist the MCEDD Executive Committee, Board and staff in evaluating the qualifications of an applicant for appointment to the MCEDD Board of Directors. **Please complete the entire form and return to:**

MCEDD, 802 Chenoweth Loop Road, The Dalles, OR 97058

appointments@mcedd.org

For questions call 541-296-2266.

PERSONAL DATA

Preferred Mailing Address: Home Business

Preferred Title Mr. (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Colin Last Name Robinson

Home Mailing Address [REDACTED]

City Hood River State OR Zip 97031

County Hood River

Business Name One Community Health

Business Address 849 Pacific Ave.

City Hood River State OR Zip 97031

Occupation CTO

Home Phone [REDACTED] Business Phone [REDACTED] ext _____

Cell Phone (optional) (_____) E-mail address [REDACTED]@onecommunityhealth.org

EDUCATION

Schools attended, including high school. *A current resume may be substituted for this section.*

School	City & State	Dates	Degree/Major

EMPLOYMENT & EXPERIENCE

Major paid employment & significant volunteer activities. *A current resume may be substituted for this section.*

Dates (from-to) Employer/Organization	City & State	Title/Position

INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the MCEDD Board. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

ADDITIONAL INFORMATION

Do you represent a minority group (please list)? No

Do you represent a labor group (please list)? No

Do you represent a workforce development agency (please list)? No

Do you have any identified conflicts of interest serving on this Board (please identify)?

Not that I am aware of at this time

Completed forms must be returned to: MCEDD, 802 Chenoweth Loop Road, The Dalles, OR 97058 or appointments@mcedd.org

Colin Robinson

Learning, growing, and developing tools and processes to contribute to better health and wellness.

Team Builder

Program Developer

Growth Minded

Experience:

Chief Technology Officer – One Community Health

Hood River, OR: November 2022 to Present

- Member of Executive Leadership Team having responsibility for the most critical, sensitive and confidential issues faced by the organization
- Creating and implementing strategic plan, goals, and cultural initiatives
- Develop department, team, and individual goals to organizational objectives
- Responsible for guidance and oversight of information technology, and facilities department operations
- Build teams and grow leadership pipeline to perpetuate organizational resilience

Director of Technology – One Community Health

Hood River, OR: August 2020 to November 2022

- Implement applications that accelerate the overall strategic plan and empower teams to reach their goals
- Project manage and delegate oversight of technology adoption initiatives
- Responsible for guidance and oversight of information technology operations
- Lead the architecture, selection and management of security program and regulatory compliance
- Grow and lead a blossoming culture of data driven decision making

Senior Business Intelligence Developer – One Community Health

Hood River, OR: December 2019 to August 2020

- Develop robust datasets and data tools for all levels of the organization
- Develop, Maintain and administer PowerBI dashboard reporting
- Be the primary knowledge resource for all facets of the electronic medical records reporting database
- Collaborate with leadership and project teams to provide data driven solutions to challenges
- Lead with management and stakeholders the development of a data driven culture
- Educate and empower teams with custom tools for operational and managerial evolution

Resort Systems Manager (highest role) – Mt. Hood Meadows Ski Resort

Mt. Hood, OR: 2010 to 2019

- Management and analysis of financial, customer, and operational data. Management and support of IT operations
- Produce and maintain data tools for departmental success
- Management of the Information Technology department
- Collaborate with management to streamline and improve departmental performance

Education:

Bachelor of Science in History (June 2008)

Portland State University: September 2006 to June 2008 - Portland, OR.

Oregon State University. September 2004 to June 2006 - Corvallis, OR.

RYT 200 Yoga Alliance Certification (2020)

YogaX Department of Psychiatry and Behavioral Sciences at Stanford's School of Medicine

Interest in Appointment:

Greetings, my interest and hope in serving on the board would be to give some of my time and energy back to my community and do what I can to help it prosper. I have been a resident of the Gorge for a little over 12 years having been born and raised in the greater Portland area. I have been a resident of The Dalles (I have some family there, and my work with Once Community Health has me there often) and White Salmon, but I currently live in Hood River. I hope that I can add my perspective as not just a voice from the healthcare sector, but one of a Federally Qualified Healthcare Center that aims to provide care for those most vulnerable in our community. I would love to learn from you all about the work that is happening, and how we can all contribute to a thriving community.

**MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT (MCEDD)
LOAN ADMINISTRATION BOARD
INTEREST FORM**

The purpose of this form is to assist the MCEDD Executive Committee, Board and staff in evaluating the qualifications of an applicant for appointment to Loan Administration Board. This is an unpaid position for a one-year period, which may be renewed. All forms will be reviewed and provided to the MCEDD Executive Committee. Appointments are made by the Executive Committee and ratified by the Board. .

Please complete the entire form and return to appointments@mcedd.org. For questions call 541-296-2266.

PERSONAL DATA

Preferred Mailing Address: Home Business

Preferred Title _____ (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Eric Last Name Nerdin

Home Mailing Address _____

City The Dalles State OR Zip 97058

County Wasco

Business Name Business Oregon

Business Address 775 Summer Street NE Suite 200

City Salem State OR Zip 97301

Occupation Business Finance Officer

Home Phone (541) _____ Business Phone (971) _____ ext _____

Cell Phone (optional) (_____) _____ E-mail address _____

EDUCATION

Schools attended, including high school. *A current resume may be substituted for this section.*

School	City & State	Dates	Degree/Major
--------	--------------	-------	--------------

<u>See Resume (included)</u>			

EMPLOYMENT & EXPERIENCE

Major paid employment & significant volunteer activities. *A current resume may be substituted for this section.*

Dates (from-to) Employer/Organization

City & State

Title/Position

See Resume (included)

INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the MCEDD Board. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

See attached.

ADDITIONAL INFORMATION

Do you represent a minority group (please list)? **No**

Do you represent a labor group (please list)? **No**

Do you represent a workforce development agency (please list)? **No**

Do you have any identified conflicts of interest serving on this Board (please identify)?

See attached

Completed forms must be returned to: MCEDD, 802 Chenoweth Loop Road, The Dalles, OR 97058 or appointments@mcedd.org

INTEREST IN APPOINTMENT

I am interested in serving on the LAB because I am familiar with its mission and its loan programs. I am also passionate about helping small businesses in the Mid-Columbia Area. My long-term residency in The Dalles and my knowledge of the business community throughout the Gorge may be viewed as asset on the LAB. Plus my past experience of 8 years in banking, including as a commercial loan officer, 11 years as the MCEDD Loan Fund Manager, and 4 years of public financing with the past two years as a Business Finance Officer (Commercial Loan Officer) with Business Oregon provide 23 years of pertinent knowledge and expertise to this position. I am also a supportive and vocal advocate for MCEDD and its loan program.

CONFLICT OF INTEREST

A conflict of interest may occur when the LAB is making a decision on a loan that Business Oregon has a loan or grant that is part of the capital stack for a project.

ERIC NERDIN

Address: [REDACTED], The Dalles, Oregon 97058

Email: [REDACTED]

Cell phone: ([REDACTED])

EXPERIENCE

June 2019 – Present Business Oregon (State of Oregon’s Economic Development Agency) Salem, OR *Business Finance Officer*

Supervisor: John Saris [REDACTED]

- Provide service in most Eastern Oregon counties, including Wasco, Hood River and Sherman counties
- Maintain and service a commercial loan portfolio.
- Perform business development and origination of commercial loans.
- Perform credit analysis, including credit recommendations.
- Represent Business Oregon in the counties I serve throughout most of Eastern Oregon.
- Work with SBA and FSA government loan programs, including loan guaranty programs.
- Monitor delinquent loans, worked with loan clients to develop workout plans to protect agency’s assets and assist with collection efforts.
- Conduct business development activities for Business Oregon’s program, including meeting with financial institution, economic development districts and other economic development partners to promote and discuss programs and provide training on Business Oregon’s programs.
- Provided excellent customer service to prospective applicants, applicants, borrowers and grantees, as well as to internal departments, supporting agencies and economic development partners.

May 2019 – June 2021 USDA Rural Development Portland, OR *Community Programs State Specialist*

Supervisor: Charlotte Bentley [REDACTED] Contact Allowed

- Work with a wide variety of applicants, including distressed and low income communities and other entities to provide solutions to their infrastructure financing needs.
- Provide grant and loan support for USDA’s Rural Development’s Community Programs to area specialists and partners statewide for wastewater and water supply systems and community facilities projects.
- Review construction project contracts, development Project Management Reports, monitor construction projects and budgets, including reviewing and approving change orders, reviewing and tracking punch lists for large infrastructure projects, such as sewer plants, water treatment facilities, large public and commercial buildings.
- Conduct business development activities for program, including booths at conferences, attending league of cities meetings, participate in one-stop meetings, and meeting with cities, counties, ports to discuss programs and provide training on USDA Rural Development programs.
- Provide reports and data to program director and state director.
- Provided excellent customer service to prospective applicants, applicants, borrowers and grantees, as well as to internal departments and supporting agencies.

June 2008 – May 2019 Mid-Columbia Economic Development District The Dalles, OR

Loan Fund Manager

Supervisor: Jessica Metta ([REDACTED]) Contact Allowed

- Successful management and growth of \$7.5 million in loan portfolio (11 different loan funds); including
 - Perform credit/ financial analysis for small business loan applications; prepare loan proposals and present recommendations to loan administration board and Oregon Investment Board.
 - Service all loans and handle collections activities on delinquent loans, working with bankrupt clients and bankruptcy attorneys, titles companies and developing and proposing successful workout plans for trouble loan clients.
 - Lead all (quarterly, semi-annual and annual) reporting on loan programs to funding agencies and partners and maintain on-going full compliance with regulation and guidelines for revolving loan funds from USDA (IRP and RBEG programs), EDA grants, Community Development Block grants, Oregon Investment Board funds and regional loan funds.
 - Perform loan program outreach:
 - Meeting with government entities, non-profits, banks and other strategic partners.
 - Maintaining strong and productive relationships with MCEDD partners, including chambers of commerce, cities, counties, ports and other economic development partners throughout a five county service area to grow MCEDD's loan program and increase utilization of loan program through this service area.
 - Prospect and network for referrals from banks, real estate offices and other professionals for small business loan leads.
 - Present loan program information to small businesses, referring entities and partners on the phone, in office, at client locations and through presentations to larger groups and by participating on various forums and panels.
- Provide contracted consulting and management services to outside organizations, including City of The Dalles Urban Renewal Agency, Hood River County Enterprise Zone, Columbia – Pacific Economic Development District (St. Helens) and the Oregon Investment Board.
- Successfully apply for Community Development Block Grants, USDA grants and other grants to fund revolving loan programs and performed all related reporting required for these grants.
- Participate in developing annual budget for MCEDD's loan programs.
- Assist in the development of the Comprehensive Economic Development Strategy (CEDS) for the cities, counties and ports in the five county MCEDD service area
- Coordinate access to a wide variety of funding resources for small businesses, including SBA loans, USDA Business & Industry guarantees, Business Oregon loan and guaranty programs and local and regional funding partners.

October 2006 – May 2008 Oregon Territory Federal Credit Union The Dalles, OR

Branch Manager

Supervisor: Jim Eberle ([REDACTED]) Contact Allowed

- Overall management of credit union branch facility and staff, including branch level human resources responsibilities with performance reviews and pay recommendations and compliance training.
- Provide overall supervision and management for excellent customer service; responsible customer retention and growth.
- Involved in strategic planning for credit union growth and development, including setting branch goals.
- Insure that staff provided superior member/customer service and satisfaction.
- Achieve a 25% increase in consumer and real estate lending originations and exceeded branch loan servicing goals.
- Create and implement successful local marketing and promotional events, such as a co-op auto loan promotion with area auto dealers, grand opening and home equity loan campaign

November 2005 – October 2006 First Independent Bank Stevenson, WA

Branch Manager

Supervisor: Donna Rush [REDACTED] Contact Allowed

- Overall management of credit union branch facility and staff, including branch level human resources responsibilities with performance reviews and pay recommendations and compliance training.
- Provide overall supervision and management for excellent customer service; responsible customer retention and growth.
- Participate in community events and activities that increased awareness of bank in the community. Organize and implement branch marketing plan to exceed branch goals in all areas of growth.
- Lead business development for commercial and consumer loans, deposit accounts, other bank products and services and responsible for branch profitability and compliance with regulations.

May 2004 - May 2005 Baker Boyer Bank Milton-Freewater, OR

Commercial Loan Officer

Supervisor: Steve Ruthven [REDACTED] Contact Allowed

- Maintain and service commercial customer portfolio.
- Perform business development and origination of commercial loans.
- Perform credit analysis, including credit recommendations and approvals.
- Represent the bank in the community in civic groups and volunteer projects.
- Work with SBA and FSA government loan programs, including loan guaranty programs.
- Monitor delinquent loans, worked with loan clients to develop workout plans to protect bank assets and assist with collection efforts.

March 2001 - May 2004 Bank of the West The Dalles, OR

Financial Services Officer

Supervisor: Jack Evans ([REDACTED]) Contact Allowed

- Generate and service commercial and consumer loans.
- Provided customer service and discovered client needs and provided solutions.
- Lead business development for commercial, consumer and real estate loans, deposit accounts and other bank products and services.
- Represent the bank in the community.
- Interact with regional loan center to develop a plan of action for delinquent small business and consumer loan clients.
- Perform branch level delinquent loan collection activities.

Feb. 1997 - March 2001 Bob Stone Auto Center The Dalles, OR

Senior Sales Associate (Approximate salary: Starting \$24,000; Ending: \$36,000; full-time employment)

Supervisor: Bob Stone ([REDACTED]) Contact Allowed

- Excelled in the sales and financing of new and used automobiles.
- Aggressively and professionally contacted people and businesses daily for lead generation.
- Produced excellent customer satisfaction.
- Involved in community events and marketing in multiple counties

May 1988 - April 1997 and April 2001 – June 2001 Business Owner The Dalles, OR

Baron's Screen Printing, The Pancake House and Dairy Queen

- Successful owned and operated these businesses and increased sales and profit.

Note: Some supervisors may no longer be available due to changes in employment and contact information provided may no longer be valid due to mergers.

EDUCATION

- Bachelors of Science degree; Business Administration - Eastern Oregon University (Marketing concentration with 1st year accounting and 1st year economics).
- Western Agriculture Banking School - 1st year session.
- Sales Training: RH Franke Relationship Selling; Joe Verde program; Dale Carnegie sales seminar.
- Bank of the West training (Sales, Profiling, New Accounts, Loans, Customer service).
- Various mandatory and elective training classes and webinars at USDA Rural Development.

CIVIC LEADERSHIP AND COMMUNITY SERVICE (Past and Current)

- Small Business Development Center (SBDC) Advisory Committee Member
- Skamania County Economic Development Council Board Member and Officer (Treasurer)
- Community Development Partnership Board Member
- Stevenson Business Association Member
- City of The Dalles Planning Commission Member
- Schools: Board Director, Budget Committee, Site Council, Classroom Volunteer, Foundation Member
- Youth sports coach: parks & recreation, church, football league, Little League and middle school.
- Civic Groups: Kiwanis and Rotary International
- Boy Scout Leader
- Friends of The Dalles Football 501(c)(3) non-profit Volunteer and Officer (Treasurer and President)
- North Wasco County Parks and Recreation Skate Park Committee Member
- Local church leader, including financial and personnel management.

PROFESSIONAL REFERENCES

1. Mary McArthur; [REDACTED]; Former Columbia-Pacific Economic Development District Executive Director and Mt. Hood Economic Alliance Director.
2. Nolan Young; [REDACTED]; Former City of Fairview City Administrator/Formal The Dalles City Manager
3. Rick Liebowitz; [REDACTED]; Former Director, Small Business Development Center at Columbia Gorge Community College
4. John Gass; [REDACTED]; Former Commercial Loan Officer at Community Bank, The Dalles, OR
5. Scott Clements; [REDACTED]; MCEDD Board Member and LAB Chair

(Additional information and references available on request)

**MID-COLUMBIA ECONOMIC DEVELOPMENT DISTRICT (MCEDD)
LOAN ADMINISTRATION BOARD
INTEREST FORM**

The purpose of this form is to assist the MCEDD Executive Committee, Board and staff in evaluating the qualifications of an applicant for appointment to Loan Administration Board. This is an unpaid position for a one-year period, which may be renewed. All forms will be reviewed and provided to the MCEDD Executive Committee. Appointments are made by the Executive Committee and ratified by the Board. .

Please complete the entire form and return to appointments@mcedd.org. For questions call 541-296-2266.

PERSONAL DATA

Preferred Mailing Address: Home Business

Preferred Title Mr. (e.g. Mr, Mrs, Ms, Dr, etc.)

First Name Matt Last Name Stoneberg

Home Mailing Address [REDACTED]

City Hood River State OR Zip 97031

County Hood River

Business Name Riverview Bank

Business Address PO Box 1338

City White Salmon State WA Zip 98672

Occupation Branhc Manager

Home Phone ([REDACTED]) Business Phone ([REDACTED]) ext

Cell Phone (optional) ([REDACTED]) E-mail address [REDACTED]@riverviewbank.com

EDUCATION

Schools attended, including high school. *A current resume may be substituted for this section.*

School	City & State	Dates	Degree/Major
Chemeketa Community College	Salem, OR	09/2003-06/2005	Assciates in Fire Suppression

EMPLOYMENT & EXPERIENCE

Major paid employment & significant volunteer activities. *A current resume may be substituted for this section.*

Dates (from-to)	Employer/Organization	City & State	Title/Position
05/2005- 06/2009	US Bank	Bend, OR	Banker/ Assitant Manager
06/2009- 07/2012	US Bank	Bend, OR	Branch Manager
07/2012- 07/2017	US Bank	Hood River, OR	Branch Manager
04/2018- 02/2022	State Farm	Hood River, OR	Inurance Agent
02/2022- Present	Riverview Bank	White Salmon, WA	VP-Branch Manager

INTEREST IN APPOINTMENT

Describe in detail why you are interested in serving on the MCEDD Board. Include information about your background and how you meet the requirements for the position being sought. *You may complete this section on a separate sheet.*

Being able to help small businesses in the community I live in and the surrounding area is very important to myself as well as making sure the Gorge continues to grow and prosper. I find working with small businesses in my current role to be one of my favorite interactions on a daily basis. Every business owner has there own unique story and to help them meat there dreams is very satisfying.

ADDITIONAL INFORMATION

Do you represent a minority group (please list)? no

Do you represent a labor group (please list)? no

Do you represent a workforce development agency (please list)? no

Do you have any identified conflicts of interest serving on this Board (please identify)?
no

Completed forms must be returned to: MCEDD, 802 Chenowith Loop Road, The Dalles, OR 97058 or appointments@mcedd.org