



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

MEETING AGENDA

THURSDAY JANUARY 29, 2015

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE TO THE FLAG
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. AUDIT REPORT YEAR ENDED JUNE 30, 2014 – Brad Bingenheimer, Boldt, Carlisle and Smith LLC
6. APPROVAL OF DECEMBER 11TH and DECEMBER 30TH BOARD MEETING MINUTES
7. REPORTS FROM CHAIR AND COMMISSIONERS
8. FINANCIAL REPORT FOR NOVEMBER-DECEMBER 2014
9. OLD BUSINESS
 - a. Update on Fare Change
10. CORRESPONDENCE- Thank you from Clatsop Community Action and the Wishing Tree
11. NEW BUSINESS
 - a. Appoint Budget Officer
 - b. Executive Director Quarterly Self Evaluation and District Review
 - c. Approval of the Intergovernmental Agreement with Oregon Department of Transportation for the Long Range Comprehensive Transportation Plan.
 - d. Review Updates to the Human Services Coordinated Transportation Plan
 - e. Adopt Updated Drug and Alcohol Policy
 - f. Appointment of Commissioner to the Transportation Plan Advisory Committee
12. EXECUTIVE DIRECTOR REPORT- .
13. LEADERSHIP TEAM REPORTS
14. OTHER ITEMS

Sunset Empire Transportation District Board of Commissioners meetings are open to the public and accommodations will be provided to persons with disabilities. Alternative formats available on request. For assistance please contact Mary Parker at 503-861-5370.



**BOARD OF COMMISSIONERS
MEETING MINUTES
December 11, 2014**

1. CALL TO ORDER- Chair Kleczek called the meeting to order at 9:00 AM.
2. ROLL CALL:
Present: Chair Kathy Kleczek, Commissioner Rae Goforth, Commissioner Kevin Widener, Commissioner Paul Lewicki, Commissioner Neal Smith and Mitch Mitchum. Commissioner Carol Gearin- excused
Staff Present: Executive Director, Jeff Hazen, Executive Assistant Mary Parker, Operations Manager Scott Earl, Financial Officer Diane Moody, HR Officer Tami Carlson, RideCare Manager Jason Jones, IS John Layton and IT Konnor Claborn.
3. CHANGES TO AGENDA- None.
4. PUBLIC COMMENT- None
5. APPROVAL OF THE OCTOBER 23rd BOARD MEETING MINUTES-
Commissioner Smith asked that Roll Call clearly show he was present at the October 2014 meeting.
Commissioner Goforth moved to approve the October 23 minutes as corrected
Commissioner Widener seconded the motion
Motion passed by unanimous aye vote of Commissioners present
6. REPORTS FROM CHAIR AND COMMISSIONERS:
Commissioner Goforth- Reported that she had attended the Senior and Disabled Advisory Committee meeting where Lis had presented information about the STF and 5310 funds application process that is open to the public that the committee oversees. Commissioner Goforth said the updated Senior and Disabled Advisory Committee By-Laws were approved and that they will be presented to the Board at the next Board Meeting. Commissioner Goforth said that she is very happy to see that Dial A Ride is back and has received several calls from people who also are very pleased.
Commissioner Smith- Nothing to report
Commissioner Lewicki- Nothing to report
Commissioner Widener- Reported that he had attended the Clatsop County Transportation System Plan update in Seaside last Thursday which dealt mostly with maps and has the website information if anyone would like it. Commissioner Widener also added that the cleaned shelters look great.
Chair Kleczek- Thanked the staff for the wonderful Christmas Party which was a wonderful way to connect and show how cohesive the District is and how well everyone works together. Commissioner Kleczek said it was nice to be in a off work setting and share some laughs with everyone and it is very important that the staff knows how important they are and we would not be here without you.
7. FINANCIAL REPORTS:
Chair Kleczek asked for clarification on the current status of Ridecare payroll taxes, provider payments and Audit costs. Diane explained and that each is on target for year to date. Chair Kleczek asked why there was not anything listed under Conferences Training and Travel for Ridecare. Diane said for the Month of October there were no expenses submitted but there may be in November. Chair Kleczek asked about the OTA Conference in Seaside. Diane said no expenses were submitted.
Chair Kleczek asked what ISM is. Lis explained that ISM is a Broker that coordinates transportation for the disabled through the Senior and Disabled Service and they purchase bus tickets and passes, Diane said that the person who manages their accounts payable is not receiving the needed paperwork from the caseworkers on time so Diane is working with her on this.

Chair Kleczek asked about the \$6000 payment to IFocus in October. John explained it was for the 2 year renewal of the warranty on the servers and the back up license. Chair Kleczek said that the Board has never received any details from Ifocus so when she sees a \$6000 charge it raises a red flag. Diane said they are in line for what we budgeted. Executive Director Hazen said he will put IFocus on the agenda for the January Board meeting as he and Konnor will be having a meeting with them before then.

Commissioner Lewicki moved to accept the October Financials

Commissioner Smith seconded the motion

Motion passed by unanimous aye votes

8. OLD BUSINESS

Board Vacancy Update- Board Application- Commissioner Kleczek said the Board had received one application for the Board vacancy from Mitch Michener who was attending the meeting today and asked if anyone had any questions for Mitch. Commissioner Goforth said that she has known Mitch for a long time and that he had worked for the city, has been very active in volunteerism, is Vice President of the Cruise Hosts and she thinks that Mitch would do a very good job for us. Chair Kleczek said there had been a few concerns at the last meeting. Commissioner Widener said he did not think we could drag this out any further and Mitch has shown a willingness. Commissioner Kleczek said she wanted to ask one question so that it is on the record and asked Mitch if he could see any conflict of interest with his being on the Sunset Empire Transportation District Board of Commissioners and his being the Vice President of the Cruise Hosts? Mitch said that the relationship between the District and the Cruise Hosts has been a customer relationship with the Cruise Hosts paying for services from the District and he did not see any conflict as he has been working with Scott Earls for the last 8 years and it has worked very well.

Commissioner Widener moved to appoint Robert Mitch Mitchum to the vacant Board position

Commissioner Goforth seconded the motion

Motion passed by unanimous aye vote

Chair Kleczek conducted the swearing in of Mitch Mitchum who completed and signed the Oath of Office as a Commissioner on the Sunset Empire Transportation District Board of Commissioners. Mitch was welcomed by all and immediately joined the other Board members at the table.

9. CORROSPONDENCE- A Thank You note from Helping Hands was received in appreciation of the donation of bus tickets.

10. NEW BUSINESS

- a. Bus Fare Changes- Executive Director Hazen said that as he started riding the busses and talking with drivers and passengers he realized that the fare from Sunset Beach to Warrenton was \$3.00 which seemed excessive. He then went to Scott who had already been working on a plan to make fares in that area more equitable. Scott said most towns in the county are evenly spread out but previously there had not been a consistency as to how the rates were arrived. Scott said to make fares more equal a rider would be charged \$1 in the area they got on a bus. Then when they went into the next area it would be another \$1 and would continue for each area passed into. Scott said that residents of Sunset Beach have raised issues about their fares in the past and he is trying to bring them into what is being planned because some riders will pay less and unfortunately some will pay more. Scott also said that this new fare plan will also continue east to Westport. Chair Kleczek said she liked the plan but wonders how this will effect riders and is eager to hear back from them. Chair Kleczek also asked if maps and schedules will be updated with new zones. Executive Director Hazen said yes. Chair Kleczek asked if there was allowance to make changes after receiving feedback from the riders. Executive Director Hazen said that the changes will not be put in place until after the public process is complete. Commissioner Widener said there are 33% increases for some people. Scott said these riders are more than likely going to buy a monthly pass. Commissioner Widener said the Seaside to Manzanita run will go from \$1 to \$3 and the reason it was left at \$1 was due to an oversight which was not changed as Jay decided that he

wanted to encourage people to ride it. Commissioner Widener said there are not that many people riding it now but the rates will be increased by 200%. Commissioner Lewicki recommended that in our marketing we should say we are trying to be more equitable and also recommended we say we are making an adjustment in fares in order to achieve better equity for the riders. Commissioner Lewicki also said that when reading what was in the Board pack and listening to what was discussed this morning you have called this a zone, segment, and location but typically through the industry this is called a zone fare structure. Commissioner Lewicki recommended that a term be selected that is used in marketing, on the maps and whenever we are talking about it and would look forward to any SETD map published having the “zones” on them so they become familiar to our riders. Chair Lewicki also asked if there had been any forecast to determine what the financial impact would be to the district over time. Executive Director Hazen said he thought with so many people using passes he did not think there would be an impact either way, but they could dial the numbers in. Chair Lewicki asked if you could at some point so that we would know if we are looking at 1% or 10% it would be a better awareness for the Board however not critical. Chair Lewicki said what is critical is your being able to explain the problems you started out with. Commissioner Smith said when he first read this he was concerned about the drivers because they are going to get clobbered and he said in the past when we had zones, people would get off the bus by Reed and Hertig and walk across the line and get back on the bus to save a dollar. Commissioner Smith said that they had zones a long time ago and how that worked depends on who you talk to. Scott said we are only talking about two routes the 30 and the 101 that travel through multiple zones. Scott said that the money we take in is taken off of the Grants and there is a balancing point where it becomes meniscal in what the dollar difference actually turns out to be and this has been discussed with the drivers and they realize there will be four zones and four rates. Chair Kleczek said she wanted to echo what Commissioner Lewicki was saying about this being a great opportunity for us and choosing our words and being consistent is really important. Commissioner Kleczek also said that this plan could potentially provide a lot of clarity as far as how riders are charged fare and why and this should help with marketing and presenting the plan because it makes sense. Mary read a draft of a proposed timeline for the required public process for fare change. Commissioner Kleczek said she would like to see us go out and inform the public of the changes and ask for feedback. Commissioner Lewicki said that when we were changing our name we had tables at Fred Meyer and maybe that is just as good as having an evening meeting someplace. Executive Director Hazen asked the Board to approve the District holding the necessary Public Hearing as part of the fare change process.

Commissioner Smith moved to go forward with the required process to revise the bus fare schedule

Commissioner Widener seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

- b. Winter Driver Training- Commissioner Kleczek said there had been previous discussion of whether to adjust the budget to provide for Winter Drive Training. Executive Director Hazen said that this training had been cut from the Budget. Scott Earls added that several cuts had been previously made to the budget and the winter driver training was one of the first. Scott said the drivers do receive other training courses that include winter driving training but not this particular hands on training. There was discussion about the cost of the training not being in the budget, the liability issues that we might be faced if drivers did not receive this training and necessity of training for safety purposes. The Board encouraged the staff to move forward on scheduling a winter driving training course.
- c. Board Policy Committee-

- i. Investment Policy-B 812
 - Commissioner Lewicki moved to approve Policy B-812 as presented
 - Commissioner Goforth seconded the motion
 - Motion passed by unanimous aye vote of all Commissioners present
- ii. Legal Counsel Pre-Loss Consultation. B-813
 - Commissioner Smith moved to approve Policy B-813
 - Commissioner Widener seconded the motion
 - Discussion- Chair Kleczek asked to read the policy changes that Commissioner Gearin had sent to her. The Board supported approving Policy B-813 as amended.
 - Motion passed by unanimous aye vote of all Commissioners present
- iii. Legal Counsel. Contract Review. B-814
 - Chair Kleczek read a proposed change from Commissioner Gearin to be made to the last sentence of the policy. There was further discussion with consensus that the last sentence of the policy should be removed from the policy and should actually be a separate policy.
 - Commissioner Lewicki moved to approve policy B-814 but amend it to remove the last sentence suggesting that it be considered as a separate policy at the next Board Policy Committee meeting.
 - Commissioner Smith seconded the motion
 - Discussion- Chair Kleczek agreed reminding the Board that the District has an agreement with the Executive Director not a contract.
 - Motion passed by unanimous aye vote of all Commissioners present
- iv. Executive Director Signing Authority- B-815
 - Commissioner Widener moved to approve Policy B-815
 - Commissioner Goforth seconded the motion
 - Discussion- There was discussion about the Board receiving notification of any contracts signed by the Executive Director at the next Board meeting. Executive Director Hazen read District Ordinance 2005-1 authorizing the Executive Director to have signing authority of any contracts that are within the budget and not exceeding \$10,000. There was further discussion about the policy not being needed or creating more problems.
 - Commissioner Widener withdrew his motion
 - Commissioner Goforth withdrew her second to the motion
 - Commissioner Lewicki moved that the Board send Policy B-815 back to the Board Policy Committee for further review.
 - Commissioner Widener seconded the motion
 - Motion passed by unanimous aye vote of all Commissioner present.
- v. Interim Signing Authority Executive Director Vacancy- B-216
 - Executive Director Hazen requested the Finance Officer be removed as a signer from the policy.
 - Commissioner Lewicki moved to approve Policy B-216 as amended
 - Commissioner Smith seconded the motion
 - Discussion- There was lengthy discussion about the need to have this policy. Chair Kleczek explained that the objective is to allow normal business to proceed during a time when there is no Executive director. The policy was amended to state that all existing agreements and contracts under \$5000 will be approved with dual signatures from the Board Chair or designee as one signature and either the Operations

Manager or the Ride Care Manager as the other. New agreements or renewals above \$5000 will require Board approval before signing.

Motion passed by unanimous aye vote for all Commissioners present

- d. Executive Director Goals- Chair Kleczek said that with the cooperation of Commissioner Lewicki and Executive Director Hazen the goals that the Executive Director Goals are now in a format that can be worked with and evaluated. Chair Kleczek thanked the Leadership Team for their input in developing the goals.

Commissioner Widener moved to approve the Executive Director Goals

Commissioner Lewicki seconded the motion

Motion passed by unanimous aye vote of all Commissioners present

11. EXECUTIVE DIRECTOR REPORT-

Executive Director Hazen introduced Konnor Klaborn as the new Information Technology Specialist at SETD. Executive Director Hazen said he had worked with Konnor at Costco for several years. Konnor said discussed his previous experience and employment history and said he was excited to be bringing us up to date and providing services internally that we are currently are paying a contractor for. John Layton will continue as the Information Systems Specialist. Executive Director Hazen also said that John Ang.im from True North Learning had led a great session with the Leadership Team that focused on new leader assimilation. Executive Director Hazen also reported that a bus washer and an assistant mechanic have been hired and the applications for the Assumed Business Names have been updated and processed.

12. LEADERSHIP TEAM REPORTS-

13. OTHER ITEMS-

Executive Director Hazen reported that Mary’s idea of developing a multi-use transit office at the Seaside Outlet Mall will be coming together soon as he has been negotiating a rental contract for the turret building on Hwy 101 in front of the mall which will be used for transit information, ticket sales and to link us to South County/

Mary reported that the SDAO Conference will be in Eugene February 5th thru 8th and if she will be glad to assist with registration and reservations.

Meeting was adjourned at 11:10 AM

Mary Parker, Recording Secretary

Commissioner Carol Gearin, Secretary/Treasurer

Date_____

Mission Statement

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



**BOARD OF COMMISSIONERS
SPECIAL MEETING MINUTES
December 30, 2014**

1. CALL TO ORDER- Chair Kleczek called the meeting to order at 10:00 AM.
2. ROLL CALL:
Present: Chair Kathy Kleczek, Commissioner Rae Goforth, Commissioner Kevin Widener, Commissioner Neal Smith and Commissioner Mitch Mitchum. Commissioner Carol Gearin- teleconferenced in.
Also attending: Legal Counsel Jeaneyse Snow
Commissioner Lewicki- excused

Staff Present: Executive Director, Jeff Hazen, Executive Assistant Mary Parker, Financial Officer Diane Moody and RideCare Manager Jason Jones
3. CHANGES TO AGENDA- None.
4. PUBLIC COMMENT- None
5. ACTION ITEM- COLUMBIA PACIFIC COORDINATED CARE ORGANIZATION AGREEMENT (CPCCO) -

Executive Director Jeff Hazen reviewed the long process that it had taken to finalize this agreement. Chair Kleczek asked if there were any general questions first and then the Board will review the agreement page by page.

Corrections and changes are noted below and a copy of the agreement with correction notes is available for review.

- Commissioner Mitchum asked what the membership is. Diane said it is at 26,000 at \$9.13 per member.
- Chair Kleczek asked if the CCO was aware that SETD is a governmental agency because some of the solvency and the bankruptcy wording
- Jeaneyse said that they have shifted items over from other contracts into this contract so they do not all fit. However Jeaneyse said she thinks they have addressed everything that is relevant, and the bankruptcy information does not seem relevant.
- Chair Kleczek said that all of the solvency requirements are different for a government agency than they are for a private agency, and she hoped we would not get into a solvency problem like we were in before however this measuring stick does not seem appropriate for us and said she wanted to make sure we are signing as a government agency and not a private party. Jeaneyse said that this has been addressed along the way indirectly as far as having protection as a public agency.
- Commissioner Gearin told the Board that she had called Executive Director Hazen yesterday and discussed her concerns with the agreement.
- Chair Kleczek asked the Board to begin review of the agreement beginning with page 1. Diane will be making the corrections and be re-formatting the agreement.
- Commissioner Kleczek asked that abbreviations be checked and be accurate
- Commissioner Smith noted several numbering sequences need to be corrected.
- Chair Kleczek asked that our SETD Emergency Plan be referred to in the agreement on page 4.
- Chair Kleczek asked if there is an understanding that we receive accurate and up to date information and not be held responsible if we do not.
- Jeaneyse pointed out that in 13.20.2 she added the Risk Sharing Arrangement coverage
- Chair Kleczek noted on page 11 section 15.1 asked if Ride Care Fund could be added with SETD

- Exhibit 2 and 3 need to have correct section numbers added
- Jeaneyse commented that on page 12 Section 17 goes on forever and is poorly written but there are many ways out for both parties. Jeaneyse said it was agreed to clean this section up next year.
- Commissioner Gearin said that on page 12 under 17.2 we have to give 120 day notice yet on page 20 under 23.2.3 the CPCCO has a 30 day out. Diane said that she had worked on this and gotten them down to 120 days. Diane said she will ask that either party have the same option out so “either parties option” added to 23.3.3 c.
- 17.2 termination if SETD moving to a new location. Diane said the intent was if we moved out of state will change SETD to Ridecare
- 17.41 d. SETD will stand alone
- Page 19. Change the word where to were 4th sentence.
- Page 22 highlighted areas added by SETD
- Jeaneyse explained that the exhibits do not look like they belong to this agreement but are required as we would have had to pay for services other than transportation services without them.
- Page 43 change heading to reference paragraph 23.16
- Page 48 Exhibit 4 Compensation Schedule- Commissioner Gearin commented that they have the right to take money from us but we do not have the right to take money from them.

Jeaneyse said that there are several substantive changes that need to be made and agreed upon before the contract can be completed. Diane said she would call the CPCCO and request the following changes:

1. Page 11, 15.5.1 Solvency add Ride Care fund added for the 45 days fixed variable operating expenses
2. Page 4, 2.1 Opt out clause in case of Emergency
3. Page 20, 23.2c Amendment to the agreement both have 30 day opt out.

Chair Kleczek called for a recess from 11:25 AM to 11:35 AM to allow time for Diane to make necessary call.

Chair Kleczek called the meeting back to order at 11: 40 AM

Diane reported after making 2 calls to the CPCCO, she had received a text message saying that there should not be problem adding the Emergency clause, SETD shall maintain a level of operating capital of 45 days in the RideCare Fund and 23.23 c third line the agreement shall be at either parties option continue.

Commissioner Goforth moved to approve the Columbia Pacific Coordinated Care Organization agreement to be signed by the Executive Director and the Board Chair and including the approved substantive changes and further housekeeping amendments.

Commissioner Widener seconded the motion

Motion passed by unanimous aye vote of Commissioners present

6. OTHER ITEMS- Chair Kleczek said congratulations to SETD for using the sign kiosk outside of the Transit Center.

Meeting was adjourned at 12:00 Noon

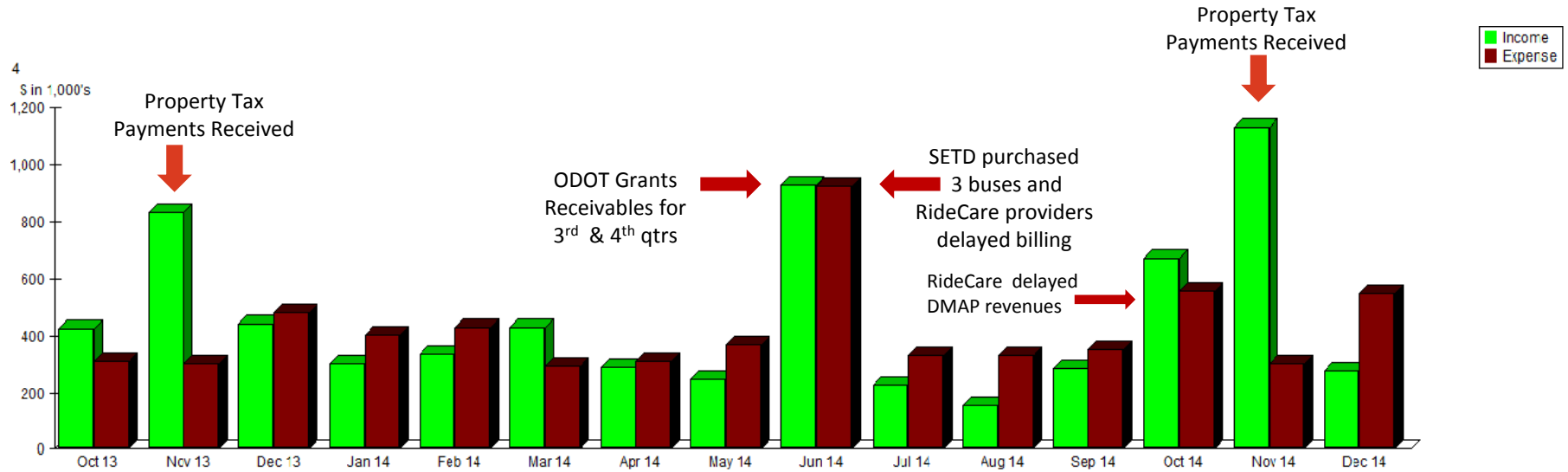
Mary Parker, Recording Secretary

 Commissioner Carol Gearin, Secretary/Treasurer

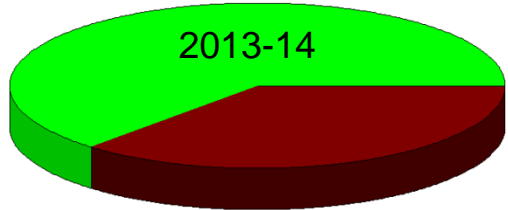
Date _____

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

Sunset Empire Transportation District Company Wide Quarterly Report Q2 2014 to 2015

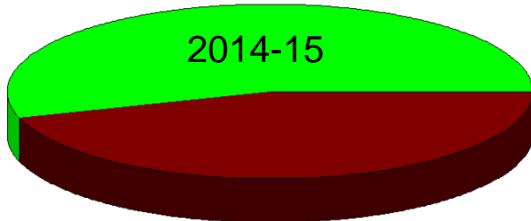


Q2 Income Summary



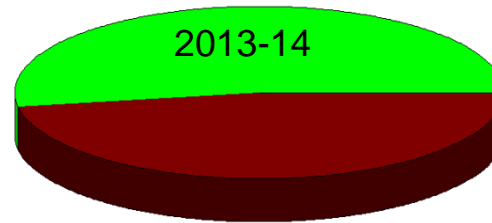
SETD	63.36%
RIDE CARE	36.64
Total	\$1,700,550.12

2014-15



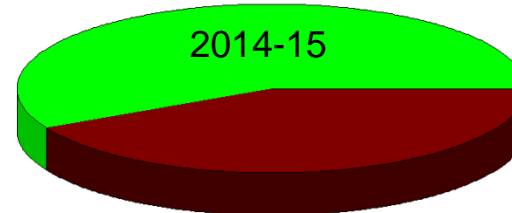
SETD	55.00%
RIDE CARE	45.00
Total	\$2,082,124.81

Q2 Expense Summary



SETD	52.68%
RIDE CARE	47.32
Total	\$1,088,559.72

2014-15



RIDE CARE	57.92%
SETD	42.08
Total	\$1,405,724.74

SUNSET EMPIRE TRANSPORTATION
Profit & Loss
GENERAL FUND
Budget Performance
November through December 2014

YTD Actual to Budget Target: 50%

	<u>Nov-Dec</u> <u>Actual</u>	<u>Nov-Dec</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>YTD Actual to</u> <u>Annual Budget</u>	
				<u>\$ (Under)</u>	<u>%</u>
				<u>\$ Over</u>	
Ordinary Income/Expense					
Income					
4000 · FARES	36,500.37	37,501.00	130,682.17	225,000.00	(94,317.83) 58.1%
4100 · CONTRACTED SERVICES - IGA	13,014.93	12,000.00	42,331.22	55,000.00	(12,668.78) 77.0%
4200 · TAXES	665,569.73	650,000.00	782,235.28	850,000.00	(67,764.72) 92.0%
4250 · TIMBER REVENUES	39,755.48	40,000.00	39,755.48	160,000.00	(120,244.52) 24.8%
4300 · MASS TRANSIT ASSESSMENT	0.00	0.00	22,489.08	50,000.00	(27,510.92) 45.0%
4305 · INTEREST	831.68	500.00	2,029.52	3,000.00	(970.48) 67.7%
4305 · MISC INCOME	0.00	0.00	112.68	0.00	0.00 0.00
4450 · RENTAL INCOME	2,060.00	2,850.00	5,100.00	11,000.00	(5,900.00) 46.4%
5001 · GRANTS	193,998.00	220,721.00	310,634.00	1,054,456.00	(743,822.00) 29.5%
Total Income	951,730.19	963,572.00	1,335,369.43	2,408,456.00	(1,073,086.57) 55.4%
Gross Profit	951,730.19	963,572.00	1,335,369.43	2,408,456.00	(1,073,086.57) 55.4% *
Expense					
6000 · PAYROLL WAGES	133,821.89	161,554.00	477,177.36	969,314.00	(492,136.64) 49.2%
6200 · PAYROLL TAXES & W/C - EMPLOYER	13,106.55	29,836.00	60,974.50	179,016.00	(118,041.50) 34.1%
6300 · BENEFITS	35,351.42	45,332.00	113,792.35	271,992.00	(158,199.65) 41.8%
6560 · PAYROLL EXP (OUTSOURCED FEES)	115.52	0.00	458.32	0.00	458.32
6605 · REIMBURSED EXPENSES - p/r acct	290.00	0.00	575.00	0.00	575.00
8010 · BANK CHGS/FEES	279.45	513.00	1,615.13	3,076.00	(1,460.87) 52.5%
8055 · AUDIT	0.00	0.00	17,749.80	18,240.00	(490.20) 97.3% *
8155 · LEGAL ADS	0.00	254.00	0.00	1,520.00	(1,520.00) 0.0%
8160 · PROFESSIONAL SERVICES	1,779.50	3,800.00	2,919.50	22,800.00	(19,880.50) 12.8%
8167 · LEGAL COUNSEL	0.00	300.00	3,827.88	7,600.00	(3,772.12) 50.4%
8170 · EDUCATION/OUTREACH	702.55	4,557.00	1,559.90	27,330.00	(25,770.10) 5.7%

SUNSET EMPIRE TRANSPORTATION
Profit & Loss
GENERAL FUND
Budget Performance
November through December 2014

	Nov-Dec <u>Actual</u>	Nov-Dec <u>Budget</u>	YTD <u>Actual</u>	<u>YTD Actual to Annual Budget</u>	
8175 · NEWSPAPER ADS	0.00	0.00	1,272.21	912.00	360.21 139.5% *
8180 · OFFICE SUPPLIES	1,547.84	2,267.00	5,273.19	13,600.00	(8,326.81) 38.8%
8182 · OFFICE FURNITURE/EQUIPMENT	411.00	750.00	411.00	4,500.00	(4,089.00) 9.1%
8185 · POSTAGE-SHIPPING	192.17	200.00	505.44	910.00	(404.56) 55.5%
8190 · PRINTING	0.00	0.00	2,866.50	10,000.00	(7,133.50) 28.7%
8195 · SUBGRANT PASS-THROUGH	0.00	0.00	1,538.33	2,200.00	(661.67) 69.9% *
8205 · TAXES/LICENSE	0.00	100.00	0.00	600.00	(600.00) 0.0%
8250 · TELECOMMUNICATIONS	2,016.37	1,667.00	5,408.29	10,000.00	(4,591.71) 54.1%
8260 · RADIO SYSTEM-BUSES	3,346.24	3,750.00	3,346.24	5,000.00	(1,653.76) 66.9% *
8300 · BLDG GROUNDS & MAINT	6,079.76	6,400.00	10,114.65	32,727.00	(22,612.35) 30.9%
8350 · INSURANCE	0.00	0.00	10,769.64	51,456.00	(40,686.36) 20.9%
8360 · FUEL	22,685.07	43,694.00	70,065.08	262,160.00	(192,094.92) 26.7%
8460 · UTILITIES	3,958.01	4,000.00	8,738.26	19,000.00	(10,261.74) 46.0%
8465 · JANITORIAL SERV & SUPPLIES	480.07	1,267.00	1,164.70	7,600.00	(6,435.30) 15.3%
8480 · UNIFORMS	290.30	633.00	2,381.29	7,600.00	(5,218.71) 31.3%
8500 · DONATIONS/GIFTS/CONTRIB	219.95	0.00	1,771.95	0.00	1,771.95
8501 · DONATIONS CLEARING	-219.95	0.00	-1,771.95	0.00	(1,771.95)
8550 · D/A SCREENING & BACKGROUND CKS	67.44	417.00	197.44	2,500.00	(2,302.56) 7.9%
8560 · DUES/SUBSCRIPTIONS/FEES	659.96	2,287.00	11,467.84	13,720.00	(2,252.16) 83.6% *
8570 · ELECTION FEES	0.00	0.00	0.00	4,940.00	(4,940.00) 0.0%
8575 · EMPLOYEE RECOGNITION	1,495.26	1,500.00	1,750.45	3,230.00	(1,479.55) 54.2% *
8605 · VEHICLE MAINT & REPAIR	7,266.49	22,347.00	35,994.18	134,080.00	(98,085.82) 26.8%
8650 · COMPUTER INFO TECH SERVICES	5,304.46	8,318.00	17,632.58	49,913.00	(32,280.42) 35.3%
8660 · SHELTER CLEANING/REPAIR	1,750.00	1,750.00	1,750.00	3,000.00	(1,250.00) 58.3% *
8705 · SMALL TOOLS/MINOR EQUIPMENT	90.46	367.00	187.32	2,200.00	(2,012.68) 8.5%
8750 · CONFERENCES/TRAINING/TRAVEL	3,345.26	4,166.00	6,001.67	25,000.00	(18,998.33) 24.0%
8780 · MEETING EXPENSE	748.01	750.00	1,047.83	1,376.00	(328.17) 76.2% *
Total Expense	247,181.05	352,776.00	880,533.87	2,169,112.00	(1,288,578.13) 40.6%
Net Ordinary Income	704,549.14	610,796.00	454,835.56	239,344.00	215,491.56 190.0% *

SUNSET EMPIRE TRANSPORTATION
Profit & Loss
GENERAL FUND
Budget Performance
November through December 2014

	Nov-Dec Actual	Nov-Dec Budget	YTD Actual	YTD Actual to Annual Budget		
Other Income/Expense						
Other Income						
Total Other Income	0.00	0.00	0.00	0.00	0.00	
Other Expense						
9600 - DEBT SERVICE & INTEREST-FEES	124,858.06	125,340.00	151,152.06	197,140.00	(45,987.94)	76.7% *
9700 - CAPITAL EXPENSE	0.00	0.00	0.00	216,880.00	(216,880.00)	0.0%
9800 - CONTINGENCY	0.00	0.00	0.00	216,456.00	(216,456.00)	0.0%
9850 - TRANSFERS OUT	0.00	0.00	0.00	50,000.00	(50,000.00)	0.0%
Total Other Expense	124,858.06	125,340.00	151,152.06	680,476.00	(529,323.94)	22.2%
Net Other Income	-124,858.06	-125,340.00	-151,152.06	-680,476.00	529,323.94	22.2%
Net Income	579,691.08	485,456.00	303,683.50	-441,132.00	744,815.50	168.8% *

SUNSET EMPIRE TRANSPORTATION
Profit & Loss
RIDE CARE
Budget Performance
November through December 2014

YTD Actual to Budget Target: 50%

	<u>Nov-Dec</u> <u>Actual</u>	<u>Nov-Dec</u> <u>Budget</u>	<u>YTD</u> <u>Actual</u>	<u>Annual Budget</u>	<u>YTD Actual to</u> <u>Annual Budget</u>	
					<u>\$ (Under)</u>	<u>%</u>
					<u>\$ Over</u>	<u>%</u>
Income						
4400 · PROVIDER SERV REIMBURSEMENTS	457,236.00	333,334.00	1,415,349.00	2,000,000.00	(584,651.00)	70.8%
Total Income	<u>457,236.00</u>	<u>333,334.00</u>	<u>1,415,349.00</u>	<u>2,000,000.00</u>	<u>(584,651.00)</u>	<u>70.8%</u>
Gross Profit	457,236.00	333,334.00	1,415,349.00	2,000,000.00	(584,651.00)	70.8% *
Expense						
6000 · PAYROLL WAGES	41,354.82	48,340.00	131,302.00	290,026.00	(158,724.00)	45.3%
6200 · PAYROLL TAXES & W/C - EMPLOYER	4,093.04	6,853.00	17,214.07	41,117.00	(23,902.93)	41.9%
6300 · BENEFITS	12,588.96	17,986.00	35,987.14	107,926.00	(71,938.86)	33.3%
6560 · PAYROLL EXP (OUTSOURCED FEES)	36.48	0.00	94.38	0.00	94.38	
7750 · RC PROVIDER SERVICES	351,761.04	231,877.00	939,444.19	1,391,250.00	(451,805.81)	67.5% *
7760 · DMAP ANNUAL ADJUSTMENT PAYMENTS	0.00	0.00	0.00	160,000.00	(160,000.00)	0.0%
8010 · BANK CHGS/FEES	8.25	38.00	8.25	224.00	(215.75)	3.7%
8055 · AUDIT	0.00	0.00	5,605.20	5,760.00	(154.80)	97.3% *
8155 · LEGAL ADS	0.00	80.00	0.00	480.00	(480.00)	0.0%
8160 · PROFESSIONAL SERVICES	546.00	834.00	1,515.00	5,000.00	(3,485.00)	30.3%
8167 · LEGAL COUNSEL	0.00	500.00	1,695.12	2,400.00	(704.88)	70.6% *
8170 · EDUCATION/OUTREACH	0.00		0.00	0.00	0.00	
8175 · NEWSPAPER ADS	0.00	0.00	0.00	400.00	(400.00)	0.0%
8180 · OFFICE SUPPLIES	672.46	1,067.00	1,446.89	6,400.00	(4,953.11)	22.6%
8182 · OFFICE FURNITURE/EQUIPMENT	0.00	0.00	93.49	2,592.00	(2,498.51)	3.6%
8185 · POSTAGE-SHIPING	41.98	84.00	92.98	500.00	(407.02)	18.6%
8190 · PRINTING	0.00	327.00	0.00	1,960.00	(1,960.00)	0.0%
8205 · TAXES/LICENSE	0.00	0.00	0.00	100.00	(100.00)	0.0%
8250 · TELECOMMUNICATIONS	1,226.96	1,723.00	3,427.87	10,325.00	(6,897.13)	33.2%
8300 · BLDG GROUNDS & MAINT	1,330.21	2,432.00	3,250.12	14,585.00	(11,334.88)	22.3%
8350 · INSURANCE	0.00	0.00	1,314.36	5,354.00	(4,039.64)	24.5%
8400 · BUS PASSES	2,732.50	1,000.00	6,367.50	6,000.00	367.50	106.1% *

*Refer to Financial Exceptions Information Report

SUNSET EMPIRE TRANSPORTATION
Profit & Loss
RIDE CARE
Budget Performance
November through December 2014

	Nov-Dec Actual	Nov-Dec Budget	YTD Actual	Annual Budget	YTD Actual to Annual Budget	
8460 · UTILITIES	1,293.88	1,200.00	2,467.77	6,000.00	(3,532.23)	41.1%
8465 · JANITORIAL SERV & SUPPLIES	158.84	400.00	279.80	2,400.00	(2,120.20)	11.7%
8480 · UNIFORMS	0.00	0.00	0.00	2,600.00	(2,600.00)	0.0%
8550 · D/A SCREENING & BACKGROUND CKS	206.06	250.00	585.06	1,500.00	(914.94)	39.0%
8560 · DUES/SUBSCRIPTIONS/FEES	20.00	224.00	1,090.63	1,330.00	(239.37)	82.0% *
8570 · ELECTION FEES	0.00	260.00	0.00	1,560.00	(1,560.00)	0.0%
8575 · EMPLOYEE RECOGNITION	467.90	500.00	510.73	1,020.00	(509.27)	50.1%
8650 · COMPUTER INFO TECH SERVICES	2,504.06	3,140.00	8,443.28	18,834.00	(10,390.72)	44.8%
8725 · MISCELLANEOUS	132.00	149.00	132.00	298.00	(166.00)	44.3%
8750 · CONFERENCES/TRAINING/TRAVEL	512.77	1,084.00	1,366.52	6,500.00	(5,133.48)	21.0%
8780 · MEETING EXPENSE	266.45	230.00	462.97	785.00	(322.03)	59.0% *
Total Expense	421,954.66	320,578.00	1,164,197.32	2,095,226.00	(931,028.68)	55.6%
Net Ordinary Income	35,281.34	12,756.00	251,151.68	-95,226.00	346,377.68	364.0% *
Other Income/Expense						
Other Income						
Total Other Income	0.00	0.00	0.00	0.00	0.00	
Other Expense						
9600 · DEBT SERVICE & INTEREST-FEES	54,907.69	58,167.00	219,002.19	354,337.00	(135,334.81)	61.8% *
9700 · CAPITAL EXPENSE	0.00	0.00	5,533.00	5,643.00	(110.00)	98.1% *
9800 · CONTINGENCY	0.00	0.00	0.00	180,589.00	(180,589.00)	0.0%
9850 · TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	
Total Other Expense	54,907.69	58,167.00	224,535.19	540,569.00	(316,033.81)	41.5%
Net Other Income	-54,907.69	-58,167.00	-224,535.19	-540,569.00	316,033.81	41.5%
Net Income	-19,626.35	-45,411.00	26,616.49	-635,795.00	662,411.49	104.2% *

SUNSET EMPIRE TRANSPORTATION
Balance Sheet
As of December 31, 2014

	<u>Dec 31, 14</u>		<u>Dec 31, 14</u>
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings		Current Liabilities	
1000 · SETD	1,400,949.38	Accounts Payable	
1050 · RIDE CARE	490,722.56	2010 · Accounts Payable	
Total Checking/Savings	1,891,671.94	2010A · SETD - A/P	7,289.16
Accounts Receivable		2010B · NWRC - A/P	18,476.70
1200 · ACCOUNTS RECEIVABLE		Total 2010 · Accounts Payable	25,765.86
1200A · SETD - A/R	7,781.12	Total Accounts Payable	25,765.86
Total 1200 · ACCOUNTS RECEIVABLE	7,781.12	Other Current Liabilities	
Total Accounts Receivable	7,781.12	2100 · PAYROLL LIABILITIES	1,868.78
Other Current Assets		2260 · DEFERRED REVENUE	32,772.86
1205 · PROPERTY TAX RECEIVABLE	32,487.86	Total Other Current Liabilities	34,641.64
1410 · PREPAID INS/BENEFITS	862.52	Total Current Liabilities	60,407.50
1499 · UNDEPOSITED FUNDS	3,919.30	Long Term Liabilities	
Total Other Current Assets	37,269.68	2800 · INTERCOMPANY TRANSACTION	
Total Current Assets	1,936,722.74	2805A · NWRC - OWES/RECEIVES	-44,283.21
TOTAL ASSETS	<u>1,936,722.74</u>	2805B · SETD - RECEIVES/OWES	44,283.21
		2810A · INTERFUND RECV - NWRC	-48,600.28
		2810B · INTERFUND PAYABLE -SETD	48,600.28
		2820 · INTERCOMPANY RECEIVABLE	492,356.80
		2830 · INTERCOMPANY PAYABLE	-492,356.80
		Total 2800 · INTERCOMPANY TRANSACTION	0.00
		Total Long Term Liabilities	0.00
		Total Liabilities	60,407.50
		Equity	
		3800 · FUND BALANCE SETD	609,987.31
		3850 · FUND BALANCE NWRC	933,623.60
		3900 · RETAINED EARNINGS	3,000.00
		Net Income	329,704.33
		Total Equity	1,876,315.24
		TOTAL LIABILITIES & EQUITY	<u>1,936,722.74</u>

**SUNSET EMPIRE TRANSPORTATION
GENERAL FUND
A/R Aging Summary
As of December 31, 2014**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
BARTON, ERIC/AR	42.00	54.00	0.00	0.00	0.00	96.00
CITY OF CANNON BEACH - A/R	2,638.12	0.00	0.00	0.00	0.00	2,638.12
CLATSOP COUNTY CIRCUIT COURT	0.00	0.00	0.00	0.00	-340.00	-340.00
DHS - ASTORIA - SSP/0401	315.00	0.00	0.00	0.00	0.00	315.00
ISN	1,710.00	330.00	0.00	0.00	0.00	2,040.00
NAMI	54.00	0.00	0.00	0.00	0.00	54.00
NW REGIONAL EDUCATION SERVICE DISTRICT	0.00	0.00	0.00	0.00	-3,029.00	-3,029.00
NWRC-PASSES	0.00	1,170.00	0.00	0.00	0.00	1,170.00
NWRC.	3,434.00	0.00	0.00	0.00	0.00	3,434.00
P-ALLSTATE INSURANCE AGENCY	142.50	0.00	142.50	142.50	0.00	427.50
P-ANDI WARREN INSURANCE AGENCY	47.50	0.00	0.00	0.00	0.00	47.50
P-BITS N BYTES COMPUTER SERVICE	47.50	0.00	0.00	0.00	0.00	47.50
P-BRACHMANN, CAROL	47.50	0.00	0.00	0.00	0.00	47.50
P-CELLAR ON 10TH, THE	95.00	0.00	0.00	0.00	0.00	95.00
P-FARMHOUSE FUNK	95.00	0.00	95.00	0.00	0.00	190.00
P-H&R Block	95.00	0.00	0.00	0.00	0.00	95.00
P-HIPFISH-PARKING	47.50	0.00	47.50	47.50	45.50	188.00
P-HOMESPUN QUILTS	95.00	0.00	0.00	0.00	0.00	95.00
PACIFIC NW WORKS	170.00	0.00	0.00	0.00	0.00	170.00
TOTAL	<u>9,075.62</u>	<u>1,554.00</u>	<u>285.00</u>	<u>190.00</u>	<u>-3,323.50</u>	<u>7,781.12</u>

SUNSET EMPIRE TRANSPORTATION
A/P Aging Summary
As of December 31, 2014

GENERAL FUND

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ALSCO	0.00	58.06	0.00	0.00	0.00	58.06
ASTORIA, CITY OF	0.00	511.77	0.00	0.00	0.00	511.77
COASTAL ENTERPRISES, LLC	91.75	0.00	0.00	0.00	0.00	91.75
E-CLABORN, KONNOR	40.00	0.00	0.00	0.00	0.00	40.00
E-MOODY, DIANE	20.00	0.00	0.00	0.00	0.00	20.00
iFOCUS CONSULTING	0.00	32.00	0.00	0.00	0.00	32.00
INDUSTRIAL DIESEL POWER, INC	0.00	467.83	0.00	0.00	0.00	467.83
MTR WESTERN BUS	1,268.03	1,350.52	0.00	0.00	0.00	2,618.55
NETWORK BILLING SYSTEMS	595.66	0.00	0.00	0.00	0.00	595.66
NORTHSIDE TRUCK & EQUIPMENT	0.00	457.63	0.00	0.00	0.00	457.63
NW NATURAL	0.00	76.41	0.00	0.00	0.00	76.41
O'REILLY AUTO PARTS	0.00	233.90	0.00	0.00	0.00	233.90
OFFICE MAX / BOISE CO.	0.00	729.49	0.00	0.00	0.00	729.49
VERIZON WIRELESS	0.00	1,356.11	0.00	0.00	0.00	1,356.11
TOTAL	<u>2,015.44</u>	<u>5,273.72</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,289.16</u>

RIDECARE FUND

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
NWRC-COLUMBIA COUNTY RIDER	0.00	130.00	0.00	0.00	0.00	130.00
NWRC-ELLIOTT'S TRANSPORT	0.00	1,078.50	0.00	0.00	0.00	1,078.50
NWRC-INTEGRA TELECOM	0.00	78.31	0.00	0.00	0.00	78.31
NWRC-K & M MEDIVAN	0.00	0.00	0.00	0.00	0.00	0.00
NWRC-MEDIX AMBULANCE	0.00	4,375.00	0.00	0.00	0.00	4,375.00
NWRC-OREGON COAST TRANSPORTE	0.00	444.75	0.00	0.00	0.00	444.75
NWRC-SETD-PARA	0.00	3,434.00	0.00	0.00	0.00	3,434.00
NWRC-SETD-PASSES	1,170.00	0.00	0.00	0.00	0.00	1,170.00
NWRC-TILLAMOOK COUNTY TRANSP	0.00	0.00	0.00	0.00	0.00	0.00
NWRC-WAPATO SHORES, INC	0.00	7,766.14	0.00	0.00	0.00	7,766.14
TOTAL	<u>1,170.00</u>	<u>17,306.70</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18,476.70</u>

Bill

SUNSET EMPIRE TRANSPORTATION
 900 MARINE DRIVE
 ASTORIA OR 97103

Date	Ref. No.
11/17/2014	0188 10/9-11/7

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

PAID

Bill Due 12/02/2014
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
TRAVEL	HAZEN-0667			
TRAVEL	MEALS-SALEM TRIP	16.24	NWRC.	ADMIN
DUES/SUBSCRIPTIONS/FEE	MEALS-SALEM TRIP	16.24		ADMIN
ES	CTAA-MEMBERSHIP	505.00		ADMIN
BLDG GROUNDS & MAINT	CITY LUMBER-LIGHTS	27.49		ADMIN
BLDG GROUNDS & MAINT	HOME DEPOT-MATERIALS	33.83		ADMIN
TRAVEL	JONES-0261			
BUS PASSES	MEALS/PARKING-SALEM	56.05	NWRC.	RIDECARE
TRAVEL	TRIP			
	TRIMET-BUS PASSES	102.50	NWRC.	RIDECARE
MISCELLANEOUS	SPANISH HEAD LINCOLN	95.95	NWRC.	RIDECARE
BLDG GROUNDS & MAINT	CITY-LODGING			
OFFICE SUPPLIES	USPS P O Box Rental	132.00	NWRC.	RIDECARE
EMPLOYEE	HOME DEPOT-MATERIALS	40.34	NWRC.	RIDECARE
RECOGNITION	FRED MEYER	6.48	NWRC.	RIDECARE
	FRED MEYER-EMP OF	30.00	NWRC.	RIDECARE
	MONTH GIFT			
SOFTWARE-SUBSCRIPTIONS	LAYTON-0253			
HARDWARE	ADOBE-SUBSCRIPTIONS	39.98		ADMIN
	LENOVO-COMPUTER	1,151.48		PAR
EMPLOYEE	MOODY-0469			
RECOGNITION	COLUMBIA BOWL	318.44		SETD
EMPLOYEE	COLUMBIA BOWL	100.56	NWRC.	RIDECARE
RECOGNITION				
POSTAGE-SHIPPING	USPS	102.55		ADMIN
OFFICE SUPPLIES	STAPLES	43.49		OPER - 5311
OFFICE SUPPLIES	BUSINESS CHECKS-CHECKS	112.68		ADMIN

Bill

SUNSET EMPIRE TRANSPORTATION
 900 MARINE DRIVE
 ASTORIA OR 97103

Date	Ref. No.
11/17/2014	0188 10/9-11/7

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

PAID

Bill Due 12/02/2014
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
MEETING EXPENSE	PARKER-0204			
EMPLOYEE RECOGNITION	SAFEWAY-SUPPLIES	69.80		ADMIN SETD
	MALAMA-APPRECIATION GIFT	150.00		
EMPLOYEE RECOGNITION	PIETILA-0659			
	CASH AND CARRY-SUPPLIES	78.53		SETD
EMPLOYEE RECOGNITION	CASH AND CARRY-SUPPLIES	24.80	NWRC.	RIDECARE
EDUCATION/OUTREACH	LAZERQUICK-POSTER	36.70		TRANS-OP 29191
OFFICE SUPPLIES	RITE AID	15.00		SETD
EMPLOYEE RECOGNITION	FRED MEYER-SUPPLIES	15.47		SETD
EMPLOYEE RECOGNITION	FRED MEYER-SUPPLIES	4.88	NWRC.	RIDECARE

Expense Total : 3,326.48

Bill Total : \$3,326.48

Bill

SUNSET EMPIRE TRANSPORTATION
 900 MARINE DRIVE
 ASTORIA OR 97103

Date	Ref. No.
12/17/2014	0188 11/8-12/8

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

PAID

Bill Due 01/01/2015
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
29308 PM FY 13/15 DUES/SUBSCRIPTIONS/FEE ES	EARLS-0220 A-WASH - BUS WASHER TRANSACTION FEE	355.43 7.11		PREV MAINT 29308 OPER - 5311
POSTAGE-SHIPPING JANITORIAL SERV & SUPPLIES	HAZEN-0667 USPS SAFeway-CLEANING SUPPLIES	39.98 5.98		OPER - 5311 ADMIN
EMPLOYEE RECOGNITION	FRED MEYER YEAR-END APPRECIATION	817.00		SETD
EMPLOYEE RECOGNITION	FRED MEYER YEAR-END APPRECIATION	258.00	NWRC.	RIDECARE
EMPLOYEE RECOGNITION	CASH & CARRY-MEETING SUPPLIES	14.03		SETD
SMALL TOOLS/MINOR EQUIPMENT	HOME DEPOT-TOOLS	8.97		ADMIN
CONFERENCES/TRAINING /TRAVEL	SHRM-HR TRAINING	80.00		ADMIN
CONFERENCES/TRAINING /TRAVEL	JONES-0261 FATHOMS PENTHOUSE - MEAL	30.00	NWRC.	ADMIN
CONFERENCES/TRAINING /TRAVEL	BURGER KING - MEAL	7.79	NWRC.	ADMIN
CONFERENCES/TRAINING /TRAVEL	SUBWAY - MEAL	11.00	NWRC.	ADMIN
TEL-HARDWARE	AMAZON - IPHONE ACCESSORIES	84.94	NWRC.	ADMIN
MEETING EXPENSE	THE UPTOWN CAFE - MEAL	25.00	NWRC.	ADMIN
SOFTWARE-SUBSCRIPTIONS	LAYTON-0253 ADOBE	39.98		ADMIN

Bill

SUNSET EMPIRE TRANSPORTATION
 900 MARINE DRIVE
 ASTORIA OR 97103

Date	Ref. No.
12/17/2014	0188 11/8-12/8

Vendor
CARD SERVICE CENTER PO BOX 569100 DALLAS TX 75356-9100

PAID

Bill Due 01/01/2015
Terms
Memo

Expenses

Account	Memo	Amount	Customer:Job	Class
TEL-HARDWARE	METROLINE - TELEPHONE FOR IT	212.84		ADMIN
OFFICE SUPPLIES	NIKON - OPS CAMERA PART	35.45		OPER - 5311
POSTAGE-SHIPPIING	USPS	4.70		ADMIN
BLDG GROUNDS & MAINT	HOME DEPOT - IT PAINT OFFICE	52.28		ADMIN
COMP PERIPHERALS	NEWEGG - IT AND HR PRINTERS	353.97		ADMIN
OFFICE SUPPLIES	MOODY-0469 STAPLES - ENVELOPES	57.56		ADMIN
POSTAGE-SHIPPIING	USPS	52.85		ADMIN
MEETING EXPENSE	ASTORIA COFFEEHOUSE BISTRO - WINTER EVENT	627.00		SETD
MEETING EXPENSE	ASTORIA COFFEEHOUSE BISTRO - WINTER EVENT	198.00	NWRC.	RIDECARE
POSTAGE-SHIPPIING	PARKER-0204 USPS	7.98		ADMIN
MEETING EXPENSE	WET DOG CAFE - CHAMBER BKFAST	10.50		ADMIN
MEETING EXPENSE	CASH & CARRY - WINTER EVENT	26.81		SETD
MEETING EXPENSE	DOLLAR TREE - WINTER EVENT	29.00		SETD
MEETING EXPENSE	PIETILA-0659 DOLLAR TREE - WINTER EVENT	9.00		SETD

Expense Total : 3,463.15

Bill Total : \$3,463.15

Sunset Empire Transportation District

NOV-DEC FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the January 2015 Board of Commissioner's Meeting

NOTE on Reviewing Financials: 6 Months =50% of Fiscal Year Budget*

General Fund Profit and Loss

The District's General Fund Total Income is 55.4% to annual budget, with Fares (58%), Contracted Services (77%), Taxes (92%) and Interest (68%) ahead of budget. Total Expense is 41%, of which Personnel Services is 46% and Materials and Services is 31% to their budget segments. The Other Expense remains low at 22% to budget, of which Debt Service makes up 100% of that at 76.7% to its budget segment. The result is a positive Net Income at 169% to budget.

Revenue

- 4450 Rental Income: The majority of the rental income is derived from parking spaces, except for \$540.00 which is from vending machines rental space revenues.

Expense

- 8055 Audit: This is in-line with the work performed to-date by the auditors. (Same explanations as last month.)
- 8175 Newspaper Ads: The number of open job positions/announcements for the first two quarters is much more than planned. (Same explanation as last month.)
- 8185 Postage/Shipping: This month's purchases are below budget and should reflect a similar pattern over the next few months. (Same explanation as last month.)
- 8195 Subgrant Pass-Through: A quarterly payment was made in first quarter to Astoria Senior Center in accordance with the 5310 grant award. (Same explanation as last month.)
- 8260 Radio System: The radio tower annual lease payment was made in December.
- 8560 Dues/Subscriptions/Fees: SDAO's annual membership, paid in October, is the first time the association has separated the dues from insurance premiums. (Same explanation as last month.)
- 8575 Employee Recognition: The fall employee appreciation event took place in November and the annual winter event and gift card purchases were in December. The fall event and gift cards were paid for out of the Employee Fund.
- 8660 Shelter Cleaning/Repair: A major cleaning project took place in November to launch a routine cleaning program.

***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg Grounds and Maintenance are more consistent on a monthly basis and can be used to gage against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.

Sunset Empire Transportation District

NOV-DEC FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the January 2015 Board of Commissioner's Meeting

RideCare Fund Profit and Loss

RideCare Total Income is over budget at 71%. Total Expense is just over budget at 56%, of which Personnel Services is 42% and Materials and Services is 59% to their budget segments. The Other Expense is slightly under budget, of which Capital Expense is 98% and Debt Services is 62% to their budget segments. The result is a positive Net Income at 104% to budget.

Expense

- 7750 Provider Services: The year-to-date rides expense should remain higher than budget as well as the related reimbursement revenue for the remainder of the year.
- 8055 Audit: Same as explained under the General Fund--this is in line with the work performed to-date by the auditors. (Same explanation as last month.)
- 8167 Legal Counsel: The unplanned legal review of employment related contracts during the first four months of the fiscal year has caused the budget overage.
- 8400 Bus Passes: Bus pass purchases are much stronger than management projected. (Same explanation as last month.)
- 8560 Dues/Subscriptions: Same situation as stated under the General Fund. (Same explanation as last month.)
- 8780 Meeting Expense: The winter event planned for December was budgeted for that month and was anticipated to be a major part of the annual budget.
- 9700 Capital Expense: This is for the phone line trunk required to support the increase in call volume. The trunk was the only planned capital purchase. (Same explanation as last month.)

Information and Follow Up to Previous Board Meeting Questions

There are no follow up items from the last meeting.

***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg Grounds and Maintenance are more consistent on a monthly basis and can be used to gage against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage.



CCA Regional Food Bank

2010 SE Chokeberry Ave ~ Warrenton, OR 97146

(503) 861-FOOD (3663) ~ Fax (503) 861-9618

...because no one should be hungry

Clatsop Community Action

364 9th Street ~ Astoria Oregon 97103

Phone (503) 325-1400 ~ Fax (503) 325-1153

Website: www.ccaservices.org



Board of Directors

Bob Mushen, MD Ret.

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Case Manager

Gene Fellin

Case Manager

Dusten Martin

RFB Operations Manager

Grace Taylor

Food Program Specialist

Tami Herman

Bookkeeper

Cheryl Waite

Energy Program Specialist

Joanne Seavert

Hilltop Property Manager

Jon Laughman

Hilltop Maintenance

12/30/2014

Sunset Empire Transportation

900 Marine Drive

Astoria, OR 97103

Dear Staff and Drivers of Sunset Empire Transportation,

Thank you very much for the generous donation you have made to the CCA Regional Food Bank. This testimonial of your civic spirit will greatly assist in our efforts of feeding the hungry people in our communities. Our Food Bank, as part of Clatsop Community Action serves Partner Agencies throughout Clatsop County in the distribution of emergency food; including food pantries, shelters, day cares, after school programs and hot meal sites.

The distribution of emergency food to families here in Clatsop County has again exceeded last year. The CCA Regional Food Bank Network distributed 1,499,237 pounds of food to low income recipients in Clatsop County last year; enough food to prepare approximately 1,209,063 meals.

Your donation has come at a critical time for us. Your support is greatly appreciated.

This letter will serve as a receipt for your heartfelt donation. Please note that CCA is a 501(c) (3) non-profit organization, and therefore, qualifies to receive donations. Your donation will be used in compliance with the IRS regulations governing donations and adequate records are maintained and are available to the IRS upon request. This letter acknowledges no goods or services were provided in exchange for your donation. Our Tax Identification number is **93-1010260**.

Product Donation: 1083 pounds food

Sincerely,

Marlin Martin,

CCA Regional Food Bank Director

1/15/2015

RECEIVED

JAN 21 2015

4

Happy New Year!

Feeling gratitude and not expressing it is like wrapping a present and not giving it! (Yepy kids get presents because of you!)

Gratitude unlocks the fullness of life. It turns what we have into enough, and more!

It turns denial into acceptance, chaos to order, confusion to clarity.

It can turn a meal into a feast, a house into a home, a stranger into a friend.

Gratitude makes sense of our past, brings peace for today, and creates a vision for tomorrow.

"Thank you" for what you do for the kids in the Wishing Tree program. I am surely grateful for you and it is my joy and pleasure to receive the support you offer.

Just wanted to take a moment to tell you Pthat and wish you a wonderful New Year.

Hope it is filled with joy, love and peace!

Barb Roberts

Barb

You made a difference because you are so caring and thoughtful!

January 20, 2015

To: SETD Board of Directors
From: Jeff Hazen
Executive Director

Re: Self-evaluation

This is my quarterly self-evaluation as required under the terms of my Employment Agreement. I will refer to the subsections of Section IV of the Agreement to evaluate myself.

- **Ability to cooperate with the District Board of Commissioners, community citizens and leaders, peer organizations and neighboring cities, districts, and Clatsop County.**
 - I feel that I have a good working relationship with the Board of Commissioners. I believe that my weekly Board reports have helped foster cooperation between the Board and me. My background has given me an appreciation for the Board's role and also for my role in the District. I fully understand my responsibilities as the Executive Director and that while I am part of the decision making process, ultimately the Board has the final say and I will always support the Board's decisions.
 - I am part of the Area Leaders group that meets monthly. We have discussions on various topics of relevance but also share what is going on within our respective organizations. This group is made up of the County Manager, the City Managers, and Special District Managers. The NWOTA (NW Connector) has been a great opportunity to interact with other transit leaders. This has been very beneficial to me during my learning curve. Relationship building is crucial for our District and fortunately, it is in my DNA to build relationships in order for the public at large to continue to have confidence in the District. I am mindful of prioritizing what organizations I need to be involved with on a regular basis and what benefit the District will have being involved with them.
 - Several of our Leadership Team members are involved with various groups as well. They make sure that transportation is always a part of the conversation when their respective group meets. This helps in building the relevancy of the District.
- **Ability to effectively communicate.**
 - While my weekly reports don't go into great depth, they give the Board a sense of what we are working on throughout the week and don't have to wait until the monthly Board meeting to find out what has been happening within the organization. I am a firm believer that the weekly reports are a necessary component of my job so that you are getting as much information as possible in a timely fashion.
- **Ability to effectively lead district employees and volunteers:**

- I hadn't planned to make any personnel changes for at least the first six months on the job, but the resignation of Lori caused me to look at some changes. I am a firm believer in promoting from within and was pleased that I was able to move Tami from Para-transit to HR. It has brought her out of her 11 year comfort zone and given her a new challenge. The timing was right to also bring on an IT person and move John over to Astoria where he can continue his IS work but also help out in finance to allow Diane to focus more of her time on grant management and budgeting.
- Developing people is an important facet of a good leader. I'm excited about the opportunities that have been made for people within the District to grow their careers.
- The Team knows that they can call upon me at any time and I have also made that clear with all employees throughout the district. I'm at the Warrenton facilities every day in order to keep tabs on what is happening and to make myself available for anything.
- **Good work habits as an example to members/employees:**
 - I always lead by example and am instilling that in the Leadership Team. I remember during my first week here, I noticed the garbage can out front was full. I came into the transit center and asked where the garbage bags were located so I could empty the garbage. The reaction was humorous to me because they didn't think that I should be doing a task like that. We all need to take ownership and jump in and help when it's needed.
- **Full and efficient utilization of all facilities and services:**
 - This will be an ongoing goal. I have identified that our facilities have become somewhat of a hoarder's paradise and I continue to challenge the team to look at what is being stored in both facilities and to purge things that we will likely never use. Services that we provide need to improve to cover as many areas as possible. Dial-A-Ride is a good example of that. Was it rolled out to the right areas and how can we make it a system wide program again?
- **Management skills necessary to maximize the services made available to patrons and minimize the cost to the taxpayers.**
 - My background in local government has made me keenly aware of managing public dollars. I am conservative when it comes to writing budgets but at the same time, always looking for opportunities to improve our services.

January 20, 2015

To: SETD Board of Directors
From: Jeff Hazen
Executive Director

Re: District Review

I am pleased to present this quarterly review of the District to the Board. Generally speaking, our organization is doing well delivering services to the residents within the District. I will separate out the different areas of the District in this review and comment on each of them. I would like to start off by complimenting the Leadership Team and the work that they have done and continue to do. The District is fortunate to have a team of leaders that did a great job handling the operation of the District through recent turbulent times and they are to be commended for it. They have also made my transition into transportation much easier than I thought. They are always willing to teach me and help me understand all of the facets of the District.

- **Operations:**

- When I was first hired, I made it a priority to get out and ride all of the routes to see the areas that we service and to interact with all of the drivers and with riders. I was pleased to see the drivers interacting well with their customers. Some drivers have a higher standard of customer service as evidenced by their knowing names of many of their regular customers. We performed an onboard survey of riders to find out how we are doing as a bus service and to help shape our customer service training that we will be doing. The vast majority of the surveys indicated they are being treated well by the drivers on the buses. On the flip side, since joining the district, I have not been pleased with the amount of SIP (Service Improvement Process) forms we receive. We get far too many of complaints ranging from how they are treated by the driver to buses driving by without stopping when they are waiting. Our customer service training should help reduce the number of complaints we get. Customer service is in my blood and I expect us to perform well enough that we exceed the customer's experience.
- We have brought on a mechanic's assistant and a lot attendant. This is another area that we had not been focusing on enough, the cleanliness of the buses and the shelters. Prior to the lot attendant being hired, I approved having all of the shelters cleaned and pressure washed by an outside service. We have received many compliments on the shelters since that was done and we are now developing a weekly maintenance plan to make sure that all shelters are being cleaned on a regular basis. I believe we have room for improvement in our maintenance department and will be to improve that operation.

- **Paratransit:**
 - We have a great crew working in Paratransit. The program works well and the customers are treated great by the drivers and dispatchers. I have not encountered any negative feedback from the customers since joining the District.
- **Ride Care:**
 - The transition to the CPCCO was finally completed and has started off well. The only hiccup came from their communication to their members about transportation. In their winter newsletter, they had a small article to let the members know that if they needed a free ride that they need to call us a day before their appointment. That concerned me since we have always required 2 days' notice. Sure enough, our 1 day calls increased dramatically. We contacted the CCO and that article had not been properly vetted on their end. They are in the process of writing their next newsletter and have asked us to rewrite it how we would like it. The increase is manageable at this point but it does make scheduling a little more intense. Our first payment from the CCO was higher than we anticipated so we are off to a good start financially with them. We are about to have the subcontractor agreements wrapped up so they line up with the requirements from the CCO.
 - I am disappointed that we didn't get the tri-county FFS contract. Unfortunately timing just didn't work out when I first came on board and they wanted to just give it to us that first week I was here.
- **Mobility Management/Transit Center:**
 - This is an area that I have started to get excited about. With Shasia taking on the T.O. program soon, we will be doing some great outreach and transportation coordination. I've seen Lis lead one class in how to ride the bus and have challenged her to have these on a more frequent basis such as monthly. The transit center staff interacts well with the customers and others who visit the transit center.
- **Marketing:**
 - This is another area that we will improve on. Mary does a great job in marketing but she had been held back from a lot of it. The Seaside Streetcar is a great example of this. 2 years ago, she was able to be in Seaside and really get out and market the Streetcar, but she wasn't allowed to go out last year. The ridership numbers plummeted last year and this was a direct result of her not getting to market it like she had before. Marketing can't just be a one hit game. You have to keep going back and back to build those relationships and make our service relevant. I've also challenged her to do some reverse marketing on the Longview route. We need to make sure that Longview residents know that they can come to the coast on our system.
- **HR:**
 - After many years of service to the District, our HR person left to pursue another opportunity. We have moved Tami into that position and with the training that she is currently getting, I am confident that she will do a great job filling Lori's shoes. She is eager to learn something new after spending 11 years in Para Transit.

- **Finance:**
 - Our financials are in good shape. When I look at a P&L, my first glance is to look at total income vs budget and then expenses vs budget. As you have seen in the financials, our YTD income is 3% over budgeted amount and our YTD expenses are 18% below budget. That is a good reflection on the team's efforts to improve our financial position. It should also be noted that although the audit you received today doesn't cover the current year, it is a good indication that our accounting system has improved tremendously since the previous audit. We have tightened our internal controls and will continue to build in improvements.
- **Technology:**
 - I purposely saved this for last so I can impress upon you the need to make technology improvements a very high priority. When I came on board last year and was touring the facilities, my jaw about fell off when I saw the server sitting in an open cabinet in a corner of the break room in the OPS building. The damage that could be done with it in that location could be disastrous to the District. We have since rectified that by building a wall and creating a secure office for our IT specialist. We have some serious issues with the system including the telephone system. We are not protected as we should be to protect ourselves from hackers or those seeking to impose damage to the district. We do not have enough protection to keep confidential information secure. Our phones continue to go down on a frequent basis which is unacceptable, especially in RideCare. We will be looking at a 2 to 3 year phased in improvement for our system to get us into the 21st century and fulfill our obligations to protect personal information that is stored on the servers.

INTERGOVERNMENTAL AGREEMENT

Sunset Empire Transportation District, Long Range Comprehensive Transportation Plan

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation (“ODOT” or “Agency”), and the Sunset Empire Transportation District (“SETD” or “Grantee”).

RECITALS

1. The Transportation and Growth Management (“TGM”) Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Moving Ahead for Progress in the 21st Century (“MAP-21”) funds. Local funds are used as match for MAP-21 funds.
4. By authority granted in ORS 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. SETD has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. “SETD's Amount” means the portion of the Grant Amount payable by ODOT to SETD for performing the tasks indicated in Exhibit A as being the responsibility of SETD.
- B. “SETD's Matching Amount” means the amount of matching funds which SETD is required to expend to fund the Project.
- C. “SETD's Project Manager” means the individual designated by SETD as its project manager for the Project.
- D. “Consultant” means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).
- E. “Consultant’s Amount” means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.
- F. “Direct Project Costs” means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.
- G. “Federally Eligible Costs” means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by SETD and Consultant during the term of this Agreement.
- H. “Grant Amount” or “Grant” means the total amount of financial assistance disbursed under this Agreement, which consists of the SETD's Amount and the Consultant’s Amount.
- I. “ODOT’s Contract Administrator” means the individual designated by ODOT to be its contract administrator for this Agreement.
- J. “PSK” means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.
- K. “Project” means the project described in Exhibit A.
- L. “Termination Date” has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on July 29, 2016 (“Termination Date”). The Agency’s payments of amounts under this Agreement attributed to work performed after June 30, 2015, is limited to Tasks 3.B – 6.C and a maximum amount of \$104,370.

B. Grant Amount. The Grant Amount shall not exceed \$168,340.

C. SETD's Amount. SETD's Amount shall not exceed \$0.

D. Consultant’s Amount. The Consultant’s Amount shall not exceed \$168,340.

E. SETD's Matching Amount. SETD's Matching Amount is \$22,955 or 12% of the Total Project Costs.

SECTION 3. DISBURSEMENTS SETD’S MATCHING AMOUNT

A. Subject to submission by SETD of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, SETD may use as part of SETD’s Matching Amount, only Direct Project Costs that are Federally Eligible Costs that SETD incurs after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. SETD shall present cost reports, progress reports, and deliverables to ODOT’s Contract Administrator no less than every other month. SETD shall submit cost reports for 100% of SETD’s Federally Eligible Costs.

C. ODOT shall limit use, as part of SETD’s Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. SETD'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. SETD represents and warrants to ODOT as follows:

1. It is a transportation district duly organized and existing under the laws of the State of Oregon.
2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.
3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of SETD.
4. This Agreement has been executed and delivered by an authorized officer(s) of SETD and constitutes the legal, valid and binding obligation of SETD enforceable against it in accordance with its terms.
5. The authorization, execution and delivery of this Agreement by SETD, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which SETD or its property is bound.
6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of SETD.

B. As federal funds are involved in this Grant, SETD, by execution of this Agreement, makes the certifications set forth in Exhibits B and C.

C. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable

administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF SETD

A. SETD shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. SETD shall complete the Project; provided, however, that SETD shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. SETD shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which SETD is identified in Exhibit A as being responsible.

C. SETD shall perform such work identified in Exhibit A as SETD's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. SETD shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including SETD, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. SETD shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. SETD shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. SETD agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, SETD agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. SETD shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including,

without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, SETD expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. SETD shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SETD shall maintain any other records pertinent to this Agreement in such a manner as to clearly document SETD's performance. SETD acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of SETD that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

SETD shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of SETD's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and SETD intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", SETD hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. SETD shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. SETD forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to SETD a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) SETD shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (“MAP-21”), local government, and State of Oregon funds.

“The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Unless otherwise specified in Exhibit A, SETD shall submit all final products produced in accordance with this Agreement to ODOT’s Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

K. Within 30 days after the Termination Date, SETD shall

- (1) pay to ODOT SETD’s Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as SETD’s Matching Amount. ODOT may use any funds paid to it under this Section 5.K (1) or any of SETD’s Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of federal MAP-21 funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT’s Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by SETD as SETD’s Matching Amount;
 - (c) A list of final deliverables

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than SETD is the party to the PSK with the Consultant, ODOT and SETD agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of SETD;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from SETD;
- C. SETD shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. SETD will appoint a Project Manager to:
 - (1) be SETD's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and SETD personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. Reserved
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will

participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to SETD, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. SETD fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or SETD at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and SETD are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own

choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be

brought and conducted in another county). 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.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

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

SETD

Sunset Empire Transportation District

By: _____

(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____

Jerri Bohard, Division Administrator
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: _____

(Official's Signature)

Date: _____

Contact Names:

Jeff Hazen, Executive Director
Sunset Empire Transportation District
900 Marine Dr.
Astoria, OR 97103
Phone: 503-861-5399
Fax: 503-325-1606
E-Mail: jeff@ridethebus.org

Naomi Zwerdling, Contract Administrator
Transportation and Growth Management Program
455 Airport Rd. SE Bldg. B,
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Exhibit A
STATEMENT of WORK and DELIVERY SCHEDULE
for
Sunset Empire Transportation District
Long Range Comprehensive Transportation Plan

Definitions

Agency/ODOT	Oregon Department of Transportation
APM	Agency Project Manager
GIS	Geographic Information System
NWOCA	Northwest Oregon Connector Alliance
LRCTP	Long Range Comprehensive Transportation Plan
PMT	Project Management Team
Project	Sunset Empire Transportation District Long Range Comprehensive Transportation Plan project
PSIS	Public and Stakeholder Involvement Strategy
SETD	Sunset Empire Transportation District
TPAC	Transportation Plan Advisory Committee
TPR	Transportation Planning Rule

Name: Address: Phone: Fax: Email:	<u>Agency Project Manager</u> ("APM") Naomi Zwerdling ODOT Region 2 455 Airport Rd SE bldg. B Salem, OR 97301 503-986-2836 503-986-2840 Naomi.Zwerdling@odot.state.or.us	Name: Address: Phone: Fax: Email:	<u>Consultant Project Manager</u> Chris Maciejewski DKS Associates, Inc. 720 SW Washington, Suite 500 Portland, OR 97205 503-243-3500 503-243-1934 csm@dksassociates.com
Name: Address: Phone: Fax: Email:	<u>City Project Manager</u> Jeff Hazen, Executive Director Sunset Empire Transportation District 900 Marine Dr Astoria, OR 97103 503-861-5399 503-325-1606 Jeff@ridethebus.org		

This statement of work describes the responsibilities of all entities involved in this cooperative project.

The work order contract (for the purposes of the quoted language below the “WOC”) with the work order consultant (“Consultant”) shall contain the following provisions in substantially the form set forth below:

“PROJECT COOPERATION

This statement of work describes the responsibilities of the entities involved in this cooperative Project. In this Work Order Contract (WOC), the Consultant shall only be responsible for those deliverables assigned to the Consultant. All work assigned to other entities are not Consultant’s obligations under this WOC, but shall be obtained by Agency through separate intergovernmental agreements which contain a statement of work that is the same as or similar to this statement of work. The obligations of entities in this statement of work other than the Consultant are merely stated for informational purposes and are in no way binding, nor are the named entities parties to this WOC. Any tasks or deliverables assigned to a subcontractor shall be construed as being the responsibility of the Consultant.

Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity as described in this statement of work shall be subject to the following guidelines:

1. At the first sign of non-cooperation, the Consultant shall provide written notice (email acceptable) to Oregon Department of Transportation (Agency) Work Order Contract Project Manager (WOCPM) of any deliverables that may be delayed due to lack of cooperation by other entities referenced in this statement of work.
2. WOCPM shall contact the non-cooperative entity or entities to discuss the matter and attempt to correct the problem and expedite items determined to be delaying the Consultant.

If Consultant has followed the notification process described in item 1, and Agency finds that delinquency of any deliverable is a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in this statement of work, the Consultant will not be found in breach of contract; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall ODOT be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. WOCPM will negotiate with Consultant in the best interest of the State, and may amend the delivery schedule to allow for delinquencies beyond the control of the Consultant.”

Project Purpose and Transportation Relationship and Benefit

The purpose of the Sunset Empire Transportation District (“SETD”) Long Range Comprehensive Transportation Plan project (“Project”) is to provide short and long-term strategic guidance to SETD for the provision of transit services, bus stop and facility siting, and coordination with the new five-county transit alliance called the “Northwest Oregon Connector Alliance” (“NWOCA”) over the 20 year planning period. The Project will examine how SETD can enhance its rural community service by improved and better integration with existing urban and outlying services to meet the needs expected from future regional growth and tourism. There are several opportunities in the region for increased use of transit that the Project team will explore, including:

- Making service more attractive to choice riders
- Development of transit facilities and amenities
- Exploration of demand in the county
- Understanding travel needs along the Cannon Beach-Warrenton-Seaside-Astoria corridor
- Considering transit needs off of the highway corridors
- How to achieve greater efficiencies between SETD and the Schools’ bus services
- Taking advantage of technology advances
- Better integrating land use and transportation decisions

The Long Range Comprehensive Transportation Plan (“LRCTP”) will serve as the basis for the transit element of transportation system plans adopted by local jurisdictions within SETD’s service area, and provide guidance to these jurisdictions for their efforts to increase transit use and reduce greenhouse gases.

Study Area

Clatsop County is located in the northwestern corner of Oregon along the Pacific coast. The “Study Area” consists of the area within which SETD provides its different levels and types of service (*See SETD’s Main Service Area map included in this Statement of Work and Delivery Schedule at or about page 25 and hereafter referred to as the “Study Area”*):

SETD performs most of its services in Clatsop County. However, the current service coverage is mainly confined to the corridors of Highways 30 and 101. Services are provided to the cities of Westport, Svensen, Astoria, Hammond, Warrenton, Gearhart, Seaside, Cannon Beach and Manzanita.

Background

SETD was formed by the Clatsop County Board of Commissioners on March 24, 1993 to

provide federally funded rural intercity bus service in Clatsop County. The District includes the entirety of Clatsop County covering approximately 840 square miles and serving over 36,000 citizens.

SETD provides fixed route and paratransit services throughout selected areas of Clatsop County and connecting to Tillamook County to the south, Pacific County (Washington) to the north and Columbia County to the east. All services are open to the general public. Routes operate within and connect between the five incorporated cities (Astoria, Warrenton, Gearhart, Seaside and Cannon Beach) and service along the Highway 101 and Highway 30 corridors. Fixed Route Ridership currently averages over 3,000 rides per week. SETD also operates a medicaid brokerage, Ridecare that provides non-emergency medical transportation. The brokerage is responsible for scheduling rides for Medicaid eligible clients to eligible appointments in Clatsop, Columbia and Tillamook counties.

SETD's original Comprehensive Transportation Plan was adopted in 2001 with a planning horizon of 2011. It has been twelve years since the 2001 Comprehensive Transportation Plan was adopted and the development conditions have greatly changed in Clatsop County. Additionally, at the federal, state and local levels of public transportation, the funding targets and scope have changed significantly. SETD can no longer rely on the 2001 plan and needs to develop a new LRCTP that is relevant to current and future conditions.

Over the past two years, SETD has gone through significant changes after a fiscal crisis in the spring of 2011 that caused the dismissal of the previous Executive Director. Current SETD management has focused on stabilizing SETD finances and restoring service after service levels were cut by 80%. SETD's finances have been stabilized and service levels have returned to 72% of previous levels. Now is the time for SETD to emerge from the crisis of the past and build upon the solid foundation that has been established. The majority of the SETD's Board of Commissioners is made up of new members and they are eager to explore new opportunities for SETD. The Project will provide SETD with the short and long-term strategies the agency should pursue and a strategic direction that will meet the needs of its residents and visitors.

Clatsop County is currently working on updating their Transportation System Plan with Oregon Department of Transportation ("ODOT") Region 2; the Project must be coordinated with this effort. The Tillamook County Transportation District is currently undertaking a Long Range Comprehensive Transportation Plan project (TGM File Code 2E-13). The Tillamook County Transportation District's Long Range Comprehensive Transportation Plan project and the SETD's LRCTP must be coordinated, primarily relating to the travel demand and outreach aspects.

Project Objectives

The Project objectives are to develop a LRCTP that will address the following:

- Enhancement and better integration of public transportation services throughout the Study Area, including siting of future SETD transit facilities and amenities (bus stop locations, park and ride facilities and a south coast transit center);
- Better integration of all services provided by SETD, including SETD's RideCare, with services provided by adjacent transit providers within the NWOCA;
- Preservation of the function of state highways by expanding regional public transit availability and reducing the number of single occupancy vehicles on the road;
- Encouragement of transit-supportive land uses through a coordinated and cooperative process with Study Area communities to identify existing and future transit corridors;
- Contribution to reducing greenhouse gas emissions through enhanced and expanded public transportation services; and
- Promotion of the full range of transportation options in the region, including car-sharing, vanpooling, biking, walking, and use of public transit.

Expectations about Written and Graphic Deliverables

Text: All written deliverables must be substantially complete in draft version, needing only minimal editing, and must include the Project name, a title that refers to the contract deliverable, the draft number, the subtask number and the date of preparation. Written deliverables must be provided in 14 point font and appropriate color contrast for the visually impaired. SETD will read summaries of documents into a recording for the people who cannot read or are visually impaired. Consultant shall provide electronic copies of text deliverables, unless otherwise specified. Electronic versions must include both .pdf and an editable text format acceptable to SETD and the APM. SETD and Agency require Microsoft Word format for editable versions.

Maps and Graphics: Consultant shall provide high resolution map and graphic deliverables in electronic format to SETD and APM, unless otherwise specified. Final versions of maps and graphics must be provided as .jpegs and as .pdfs; drafts may be provided as .pdfs only. Maps must include details necessary to ensure usability, such as city limits, Urban Growth Boundary, street names, relevant environmental and cultural features, legend, date, etc. Maps must be at a scale that is legible and in proportion for the intended purpose, as determined by APM.

Geographic Information System ("GIS") Deliverables: Consultant shall provide all GIS shapefiles on a CD at the completion of the Project for SETD and APM.

Adoption ready: Consultant shall prepare final LRCTP and amendments to other plans as final policy statements of the local government and must not include language such as “it is recommended...” or “SETD should...” Consultant shall prepare new and amended code language as final regulatory statements of SETD. Final LRCTP, plan amendments, code provisions, and code amendments must enable full integration of the proposed LRCTP with existing SETD documents.

Consultant shall ensure that any Work Products produced pursuant to this WOC include the following statement:

This Project is partially funded by a grant from the Transportation and Growth Management (“TGM”) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Moving Ahead for Progress in the 21st Century (“MAP-21”), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

In the final LRCTP, headers and footers, graphics, etc. must not include Consultant names and logos, Transportation and Growth Management Program or Oregon Department of Transportation logos or Project codes, etc. These items must only be on the acknowledgement page.

Distribution of Deliverables: Unless otherwise stated in the tasks, Consultant shall distribute draft deliverables electronically to the SETD and APM. Consultant shall allow a minimum of one week for deliverable review.

All draft deliverables include one round of Consultant revisions to respond to SETD and APM comments.

Consultant shall distribute revised draft deliverables electronically to SETD one week prior to Transportation Plan Advisory Committee (“TPAC”) meetings or other applicable public involvement event.

SETD shall distribute draft deliverables electronically to TPAC members prior to committee meetings.

Following TPAC Meetings and public involvement events, Consultant shall prepare final versions of draft deliverables to respond to comments and distribute them electronically

to the SETD and APM. In all cases, Consultant shall incorporate comment recommendations or explain why they were not included.

Any traffic analysis or design Services must be performed by or performed under the review of an Oregon-registered professional engineer (Civil, or Traffic or both Civil and Traffic, as required). Final technical memoranda containing transportation analysis must be stamped by an Oregon-registered professional engineer (Civil, or Traffic or both Civil and Traffic, as required).

SETD's Project Manager shall provide consolidated SETD written review comments to Consultant on all Consultant deliverables for comments from the Project Management Team ("PMT") and TPAC.

Expectations about Meetings

SETD shall organize all meetings including providing meeting space, notice, reproduction and distribution of announcements and informational written materials, postage and mailing or e-mailing. The location of the meetings must be ADA accessible. The meeting notices must include the following statement: "...ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify SETD of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 hours prior to the meeting..."

SETD shall organize all public events, including providing meeting space, required legal notice, reproduction and distribution of announcements and informational written materials, postage and mailing or e-mailing, and publishing materials on SETD's webpage

SETD shall organize all SETD Board meetings including providing meeting space, required legal notice, agendas and staff reports, reproduction and distribution of announcements and meeting materials, postage and mailing or e-mailing, and minutes.

Consultant shall prepare agendas and provide summaries of all meetings and public involvement events other than SETD Board meetings. Summaries must consist of detailed meeting minutes for all TPAC meetings and public events, but may be briefer when describing decision and next-step logs for PMT meetings. Consultant shall prepare meeting and presentation materials appropriate to the space, expected number of attendees, and purpose.

Public Involvement Approach

Public involvement must allow residents and business owners an opportunity to provide input into the planning process. SETD and Consultant shall consider “environmental justice” issues, which is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. “Fair treatment” means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. “Meaningful involvement” means that: (1) potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment, health or both environment and health; (2) the public's contribution can influence the regulatory agency's decision; (3) the concerns of all participants involved will be considered in the decision making process; and (4) the decision makers seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. SETD and Consultant shall use the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities.

Consultant shall prepare rider and non-rider survey material in Spanish as specified within scope tasks, and SETD shall provide live Spanish translation services for outreach efforts and open houses.

The public involvement process is paramount in the Study Area, since community, local and county government, and business owner support is key to the successful adoption of the LRCTP. The Project includes a strategy to encourage public involvement utilizing stakeholder interviews, outreach events, questionnaires, Project webpage, open houses, TPAC meetings, Board of Commissioner’s work sessions and the public hearing process. Outreach efforts should also make sure to include SETD staff, social service providers, the school districts, current transit rides, and future transit riders. SETD has a Mobility Team that can assist with Project outreach efforts.

The following tools will be used to facilitate Project outreach, with Consultant duties and responsibilities specified (in this general list and in the detailed Tasks, Deliverables and Schedule that follow):

- Passenger survey and “ridecheck” – Consultant shall prepare the on-board passenger survey to discover the needs of existing riders. SETD shall conduct Passenger surveys and “ridechecks.” The “ridecheck” will supplement information collected by SETD for the Northwest Connector study and provide stop-level boarding and alighting information.
- Outreach at events – Consultant shall conduct six outreach events that will be held at two different stages in the process. First, needs assessment data collection will be held during the first quarter of the Project. The second set of outreach will occur after the future service opportunities memo has been drafted and the purpose will be to gather feedback.
- Personal outreach – In rural areas, reaching out to people in non-traditional ways—at targeted community centers, networking events, bowling alleys, or the like—will provide a layer of insight often not attained through venues like public meetings. SETD shall conduct outreach of this nature.
- Open houses – Consultant shall conduct a total of 4 open houses to review the Draft LRCTP. Webpage – Consultant shall provide SETD input on a webpage that SETD shall build and host. Consultant shall provide data that can be posted as available throughout Project.
- Service options survey – Once service options have been developed, Consultant shall design another on-board and online survey and SETD shall distribute the survey to reach both riders and non-riders.
- SETD Board work sessions – Two work sessions must be held with the SETD Board. The first one is to kick off the Project, review goals, and allow the board to identify their key issues. The second work session is to allow the Board to provide feedback on draft recommendations.

Four Stakeholder Small Group discussions with stakeholders must be held to introduce the Project and solicit comments about how well existing transit services address their needs and what ideas they have for future or improved services.

Task 1 Project Initiation and Existing Conditions

Objective: Lay the Project groundwork by gathering pertinent background information, documenting the planned public and stakeholder involvement process, assessing existing conditions, forming a committee to help guide the Project, and building a webpage intended to involve and inform the general public about the Project.

Subtasks

- 1.1 Project Initiation & Project Management – Consultant shall facilitate a conference call with the SETD and APM to go over immediate next steps, including data needs list,

background information and PMT and TPAC Rosters. Consultant shall prepare conference call minutes and email those minutes to the SETD and APM.

After the conference call with Consultant and APM, SETD shall gather the background information listed below, including additional information included in the data needs list, and provide to the Consultant.

Background Information – SETD shall provide to Consultant available Background Information, consisting of SETD, local, regional, and state policy and regulatory documents and existing data, including the following:

- a. SETD Comprehensive Transportation Plan (2001), SETD Strategic Prioritization Plan (2012) SETD Coordinated Human Services Transportation Plan (2013), Northwest Ride Center Coordinated Care Organization Contract (2014), North by Northwest OXO Connector Final Report, including appendices A thru O, (2013) and other SETD background documents;
- b. Comprehensive plans, transportation system plans, Transportation Planning Rule (“TPR”) benchmarks (for the cities of Astoria, Warrenton, Gearhart, Seaside and Cannon Beach), urban growth boundary expansion-related plans, buildable lands inventories, and any other key future land development studies and plans, including population, employment, and household forecasts, for the cities of Astoria, Warrenton, Gearhart, Seaside, and Cannon Beach, Clatsop County, and for other communities within the Study Area;
- c. Comprehensive plans, transportation system plans, urban growth boundary expansion-related plans, and any other key future land development studies and plans for targeted communities outside of the Study Area as determined by SETD;
- d. Fixed route data – including number of routes, service hours, number of passengers per service hour/service mile, and limitations;
- e. Rural service – including number of SETD deviated fixed routes, flex routes and dial-a-ride services, and number of passengers; any existing documentation of unmet need in rural communities;
- f. Fleet inventory, age, and capital replacement schedule
- g. Operating and capital budgets
- h. Organizational information including staffing levels and responsibilities
- i. Travel patterns (origin and destination data) for SETD paratransit and RideCare
- j. Travel forecasting data files created for the Northwest Connector Study
- k. Enterprise Rideshare – number of vanpool participants, coordination with other transit agencies;
- l. Other transit services – information about services provided by adjacent transit providers within NWOCA and school districts;

- m. Planned South Community (Seaside) Transit Center – information about location and planned design;
- n. Location, ownership, and utilization at existing, planned, and informal park-and-ride facilities;
- o. Transit surveys and information related to the users of the existing service such as the latest on-board surveys;
- p. Per-unit costs for the purposes of developing cost estimates; and
- q. TGM publication entitled *Transit in Small Cities: A Primer for Planning, Siting, and Designing Transit Facilities in Oregon (2013)*.
- r. Comprehensive Plans and Development codes for Clatsop County and its cities

SETD shall request and organize the delivery of relevant GIS data from Clatsop County. This GIS data must include:

- Boundaries (counties and towns)
- Zoning
- Street centerlines with name and functional class
- Transit routes
- Stop by stop ridership (if available - can be in Excel)

PMT Roster and TPAC Roster – SETD shall organize PMT and prepare PMT roster. The PMT must include APM, SETD, Consultant, and others as identified by SETD or APM. The purpose of the PMT is to coordinate the Project and guide Project management decisions. The PMT is expected to meet via conference call once or twice per month or on an as needed basis as an assumed administrative component of each task's deliverables. In addition, certain in-person PMT meetings are specified within the individual tasks.

SETD shall organize TPAC and prepare TPAC Roster containing member names and contact information. TPAC is expected to review and comment on deliverables and provide technical and policy advice according to member expertise. SETD shall solicit TPAC members to include, but are not limited to, representatives from the following:

- a. SETD's Board of Commissioners member
- b. SETD's Senior and Disabled Advisory Committee member
- c. RideCare Advisory Board member
- d. Clatsop County
- e. Business commuter
- f. Transit non-user
- g. Family representative (parent who would be travelling with children)
- h. Transit-dependent users or advocates (transportation-disadvantaged as per federal definition)

- i. Person with a disability or advocate for people with disabilities
- j. ODOT Region 2 Planner
- k. ODOT Region 2 Transit Coordinator
- l. Cities within the Study Area

- 1.2 PMT Meeting #1, Refined Schedule and Focus Areas – SETD shall organize and Consultant shall lead PMT Meeting #1 in Astoria to review Project tasks, responsibilities, and deliverables, refine the Project Schedule (the “Refined Schedule”), and discuss issues related to preparing upcoming deliverables. As part of PMT Meeting #1, SETD and Consultant shall determine an overall Project outreach approach to federal Title VI populations. As part of PMT Meeting #1, SETD and Consultant shall discuss and agree on focus areas for the LRCTP. Focus areas may include the following cities that act as a hub for nearby towns:
- a. Astoria: Knappa/Svensen and Burnside Area, Sunset Beach/Camp Rilea and Westlake Area
 - b. Gearhart: Buds campground, bowling alley and Creekside Area
 - c. Manzanita: Mahler Area
 - d. Cannon Beach: Tolovana Area
 - e. Seaside

Consultant shall revise the Refined Schedule as needed after PMT Meeting #1 and provide the Revised Schedule electronically to the APM and SETC, along with a decision log, documenting decisions made during the PMT Meeting #1, notes on the decisions, and next steps definition. Consultant shall attend PMT Meeting #1 in person.

- 1.3 Memo #1: Public and Stakeholder Involvement Strategy (“PSIS”) – Consultant shall prepare Memo #1 that outlines the outreach efforts to gain input throughout the Project from a wide range of interested citizens and community representatives. The purpose of the Memo #1 is to identify all of the public outreach efforts and explain how they will be integrated with the Project’s technical work so these tasks can complement and support each other. Potential coordination with outreach efforts associated with the current Clatsop County Transportation System Plan must be accounted for by the Consultant. SETD’s public involvement policies and practices must be referenced to show compliance with applicable requirements.

In Memo #1 must include outreach needs and reporting requirements consistent with the Federal Title VI Program provisions, to ensure full and fair participation by all potentially affected community members in the decision-making process. Memo #1 must include analysis of the census data to report on the numbers of

protected populations. Particular attention must be given to Spanish speakers and those without internet access to determine how best to accommodate their needs during outreach efforts.

The PMT shall review and provide one consolidated set of written comments on Memo #1. Consultant shall revise Memo #1 to respond to PMT comments.

1.4 Draft Memo #2: Existing System Draft – Consultant shall prepare draft Memo #2 to:

- Document the nature and extent of SETD and non-SETD-provided transit services in Clatsop County and adjacent counties;
- Assess strengths and limitations of SETD and non-SETD-provided transit service and vehicle profiles;
- Define and identify existing transit markets based upon household survey data and travel demand modeling information from ODOT and NWOCA; and
- Assess unmet intercity and intra-city existing and future transit markets in urban and rural areas and for special populations such as seniors, disabled, youths, veterans, and others who may be transportation-disadvantaged.

Consultant shall use forecast data from ODOT and NWOCA to identify future transit markets and compare to existing transit service to assess gaps or unmet needs.

Consultant shall gather additional background information on the following types of transit services and market factors:

- a. RideCare;
- b. Transportation Options Program for Clatsop, Columbia, and Tillamook Counties;
- c. Non-SETD transit services within the Study Area – information necessary to document the existing transit system, including for ODOT’s Drive Less Connect campaign;
- d. Transit providers in adjacent counties or cities with initial potential (as determined by SETD prior to beginning draft) to better coordinate with SETD services;
- e. Special populations – information necessary to identify unmet transportation needs for the transportation-disadvantaged using stakeholder outreach and the Census;
- f. Base year data relating to defined transit market characteristics, including origin and destination data related to transit trips;
- g. Transit specific model available to measure unmet need;
- h. Record and identify current resources that are available to determine how the current fare structure is supporting the existing system;

- i. Current use of transit technology; and
- j. Inventory of community agencies.

Memo #2 must include information gathered in subtasks 1.6 through 1.11 and will be an ongoing effort completed in advance of subtask 1.12: TPAC Meeting #1.

Information in Memo #2 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

SETD shall organize outreach and coordination conference calls with cities, transit agencies, and counties within the Study Area. Consultant shall participate in up to 12 outreach and coordination conference calls, as part of Memo #2 and as determined by the APM.

- 1.5 Final Memo #2: Existing System –PMT shall review and provide one consolidated set of written comments on draft Memo #2. Consultant shall send Memo #2 to the TPAC for review after one round of revisions. Consultant shall prepare final Memo #2 after TPAC Meeting #1 to respond to TPAC comments.
- 1.6 Project Webpage – SETD shall develop and host a Project internet webpage (the “Project Webpage”) on the SETD webpage. Consultant shall provide SETD input on the layout of the Project Webpage within 2 weeks of PMT Meeting #1. Consultant shall develop Project Webpage materials to be compatible with SETD Webpage requirements. Consultant shall develop initial Project Webpage materials which include a Project overview and objectives, the Refined Schedule, a list of Project deliverables, and SETD contact information. SETD shall manage the webpage and add all necessary materials as they are made available.
- 1.7 Questionnaire #1 – Consultant shall prepare Questionnaire #1 (passenger survey) to identify system needs, both in online and on-board/paper formats. The passenger survey must ask peoples’ origins and destinations, reasons why they take public transit, and ideas for improvement. A “ridecheck” component must be included in the survey. SETD shall conduct both passenger survey and “ridecheck.” Consultant shall translate the finalized online and on-board Questionnaire into Spanish as well as English. SETD shall administer on-board Questionnaire #1 and post online Questionnaire #1 on Project Webpage. As determined by APM, Questionnaire #1 may occur while Memo #2 is being developed or after it is drafted to gain validation of needs identified within the draft. Consultant shall prepare a tally of Questionnaire #1 responses and incorporate findings into Memo #2.

- 1.8 Stakeholder Small Groups – Consultant shall hold four “Stakeholder Small Group” discussions with stakeholders to introduce the Project and solicit comments about how well existing transit services address their needs and what ideas they have for future or improved services. As determined by APM, the Stakeholder Small Group discussions must occur while Memo #2 is being developed or after it is drafted to gain validation of needs identified within the draft. SETD shall schedule meeting times, contact participants, and arrange logistics for Stakeholder Small Groups meetings. All Stakeholder Small Group discussions will be scheduled for no more than two Consultant trips. Consultant shall provide written minutes for each Stakeholder Small Group and incorporate findings from the Stakeholder Small Groups meetings into Memo #2. No more than two Consultant staff are required to attend Small Group meetings in-person.
- 1.9 SETD Board of Commissioners Work Session #1 – SETD shall organize and Consultant shall lead a work session with the SETD Board to kick off the Project, review goals, and solicit comments regarding existing service and ideas for future or improved services. As determined by APM, the SETD Board Work Session #1 may occur while Memo #2 is being developed or after it is drafted to gain validation of needs identified within the draft. If possible, the SETD Board work session will be scheduled on the same day as the Stakeholder Small Groups.
- 1.10 Outreach Efforts #1 - Consultant and SETD shall perform up to six total Outreach Efforts, with three occurring in this subtask. Outreach Efforts #1 events are three of the six events intended to assess existing regional transit service and identify transit system needs, including those for special populations, such as seniors and persons with disabilities. As determined by APM, these events may occur while Memo #2 Existing System is being developed or after it is drafted to gain validation of needs identified within the draft. Consultant shall prepare materials, including a means to record comments, and develop a strategy and schedule to coordinate Consultant and SETD attendance at area gathering places and events, such as farmers markets, school events, grocery stores, and shopping centers. Consultant must attend each Outreach Efforts #1 event, each event is expected to be approximately 2 hours in duration, and events must be scheduled logistically to require no more than two Consultant trips.
- Consultant shall prepare a summary of comments received from Outreach Efforts #1 events, to be finalized after review by SETD and APM and incorporated into Memo #2.
- 1.11 TPAC Meeting #1 – SETD shall organize and Consultant shall lead TPAC Meeting #1 to introduce the Project and its objectives, and solicit TPAC comments

on the completeness, accuracy, and findings of draft Memo #2. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memo #2.

- 1.12 Study Area Tour - SETD and Consultant shall co-facilitate a tour of the Project Study Area on the same day as TPAC Meeting #1 with PMT, TPAC and other interested parties. SETD shall provide transportation for the Study Area tour.
- 1.13 Interim Title VI Report – SETD shall prepare and submit to APM an Interim Title VI Report, based on public involvement to date on the Project, which documents Project process and outreach for all income, race, gender, and age groups.

SETD Deliverables

- 1.A Project Initiation & Project Management (Subtask 1.1)
- 1.B PMT Meeting #1 attendance (Subtask 1.2)
- 1.C Memo #1 outreach, coordination, review, and PMT comment (Subtask 1.3)
- 1.D Draft Memo #2 outreach, coordination, review, and PMT comment (Subtask 1.4)
- 1.E Final Memo #2 outreach, coordination, review, and TPAC comment (Subtask 1.5)
- 1.F Project Webpage (Subtask 1.6)
- 1.G Administer Questionnaire #1 (Subtask 1.7)
- 1.H Stakeholder Small Groups (Subtask 1.8)
- 1.I SETD Board of Commissioners Work Session #1 (Subtask 1.9)
- 1.J Outreach Efforts #1 (Subtask 1.10)
- 1.K TPAC Meeting #1 (Subtask 1.11)
- 1.L Study Area Tour (Subtask 1.12)
- 1.M Interim Title VI Report (Subtask 1.13)

Consultant Deliverables

- 1.A Project Initiation & Project Management (Subtask 1.1)
- 1.B PMT Meeting #1, Refined Schedule and Focus Areas (Subtask 1.2)
- 1.C Memo #1 (Subtask 1.3)
- 1.D Draft Memo #2 (Subtask 1.4)
- 1.E Final Memo #2 (Subtask 1.5)
- 1.F Project Webpage Initial Materials (Subtask 1.6)
- 1.G Questionnaire #1 (Subtask 1.7)
- 1.H Stakeholder Small Groups (Subtask 1.8)
- 1.I SETD Board of Commissioners Work Session #1 (Subtask 1.9)
- 1.J Outreach Efforts #1 (Subtask 1.10)
- 1.K TPAC Meeting #1 (Subtask 1.11)
- 1.L Study Area Tour (Subtask 1.12)

Task 2 Land Use Impact on Future Transportation Needs

Objective: Examine how regional transit service expansion could help meet the travel needs of future land uses in the Study Area and expand or enhance transportation choices.

Subtasks

- 2.1 Draft Memo #3: Land Use Impact on Future Transportation Needs – Consultant shall prepare draft Memo #3 that proposes up to 5 transit corridors between destinations within the Study Area, based on planned future land uses and transit markets, with the actual number of corridors to be approved by PMT. Particular emphasis must be placed on connecting the 5 incorporated cities in the Study Area. Consultant shall take the following actions in preparing draft Memo #3:
- a. Using adopted Comprehensive Plans of jurisdictions within the Study Area, identify the land use patterns of Study Area communities, considering the locations of housing, employment centers, commercial services, and other key destinations. Building on these land use patterns, assess future regional growth within the Study Area based on adopted Comprehensive Plans, available information from ODOT, NWOCA, the Census Bureau (2010 household to work travel patterns) and considering coordinated population forecasts, trends in housing and employment, comprehensive plan designations, buildable lands inventories, and planned development of major transportation corridors within Study Area communities;
 - b. Use information from interviews with staff from each community within the Study Area conducted during Task 1 outreach efforts to learn how each is meeting their TPR-related benchmarks;
 - c. Identify potential transit corridors within the Study Area based on planned future land uses, transit markets, and considering TPR-related benchmarks; and,
 - d. Examine the potential cost of providing transit services, including frequency and span of service, to each transit corridor. Consultant shall develop a methodological approach to cost estimates with the SETD, seeking prior approval before estimating any costs. The agreed-upon methodology must be documented in memo form as an appendix to Memo #3.

Information in Memo #3 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

- 2.2 Final Memo #3: Land Use Impact on Future Transportation Needs - PMT shall review and provide one consolidated set of written comments on draft Memo #3. Consultant shall send Memo #3 to TPAC for review after one round of revisions.

Consultant shall prepare final Memo #3 after TPAC Meeting #2 to respond to TPAC comments.

- 2.3 PMT Meeting #2 – SETD shall organize and Consultant shall lead PMT Meeting #2 to review and discuss issues related to draft Memo #3. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #2. Leading into the evaluation framework task 3.1, at this stage it is important to begin the discussion of goal creation with the PMT. Taking into account the information analyzed in Memo #2, Memo #3, and various outreach activities, ODOT, SETD and the Consultant shall begin the development of system goals that the evaluation framework will achieve.
- 2.4 TPAC Meeting #2 – SETD shall organize and Consultant shall lead TPAC Meeting #2 to solicit TPAC comments on draft Memo #3. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions to Memo #3.
- 2.5 Project Webpage Update – Consultant shall provide Task 2 Webpage materials, summarizing major findings from Memo #3 in English and Spanish. SETD shall post Task 2 Webpage materials to webpage.

SETD Deliverables

- 2.A Draft Memo #3 review and SETD and PMT comment (Subtask 2.1)
- 2.B Draft Memo #3 review and TPAC comment (Subtask 2.2)
- 2.B PMT Meeting #2 (Subtask 2.3)
- 2.C TPAC Meeting #2 (Subtask 2.4)
- 2.D Project Webpage Update (Subtask 2.5)

Consultant Deliverables

- 2.A Draft Memo #3 (Subtask 2.1)
- 2.B Final Memo #3 (Subtask 2.2)
- 2.C PMT Meeting #2 (Subtask 2.3)
- 2.D TPAC Meeting #2 (Subtask 2.4)
- 2.E Project Webpage Update materials (Subtask 2.5)

Task 3 Envision Future Service Opportunities

Objective: Establish an evaluation framework to evaluate potential service opportunities. Build upon the work of previous tasks and identify potential service opportunities that address identified service gaps and needs. Identify ways to better

coordinate services and strengthen the collaboration and communication among all transit service providers within the Study Area and with other key providers bordering the Study Area.

Subtasks

- 3.1 Draft Memo #4: Evaluation Framework - Consultant shall develop draft Memo #4, that establishes an evaluation framework to prioritize the future service opportunities to be more fully developed in Memo #5. The evaluation framework must be structured to help determine the most urgent needs to address. Evaluation criteria must include categories such as connections to land use, transit markets served, access for transportation disadvantaged, fare recovery potential, number of potential users served, and other categories as determined with the PMT.
- 3.2 Final Memo #4: Evaluation Framework - PMT shall review and provide one consolidated set of written comments on draft Memo #4. Consultant shall send Memo #4 to TPAC for review, after one round of revision,. Consultant shall prepare final Memo #4 after TPAC Meeting #3 to respond to TPAC comments.
- 3.3 Draft Memo #5: Future Service Opportunities – Consultant shall prepare draft Memo #5, which must identify ways SETD can provide better transit service to communities within the Study Area and improve coordination with other transit providers both within and adjacent to the Study Area. Consultant shall propose a vision of what transit service could become for meeting unmet transportation needs as part of draft Memo #5. Consultant and SETD actions to prepare draft Memo #5 shall include the following:
 - a. Consultant shall contact communities within and adjacent to the Study Area to share findings from Memos #1 and #2 and discuss future transportation needs and potential future service. SETD shall coordinate with Clatsop County to obtain information relating to smaller communities that may have limited resources and cannot provide information directly to Consultant. Consultant and SETD shall participate in up to 9 coordination calls and 3 in-person meetings, as determined by the APM. In-person meetings will be scheduled to require no more than one trip.
 - b. Consultant shall identify ways to:
 - Provide service where gaps occur;
 - Eliminate service duplication;
 - Increase linkages between systems;
 - Coordinate schedules between systems;
 - Plan fare media that can be used across transit systems; and

- Plan joint marketing of transit within the region through discussions with other transit providers both within and adjacent to the Study Area. Consultant shall provide schedule coordination potential at a strategic level and not at the precise level of timing at stops;
- c. Consultant shall identify potential service opportunities, both urban and rural; at a strategic or corridor level rather than the level of detailed route and stop information;
- d. Consultant shall identify potential transit market areas to support corridor level analysis using information best suited to meet the goals of this Project, such as data provided by the ODOT Transportation Planning Analysis Unit.
- e. Consultant shall analyze types of transportation services that are most appropriate for rural transit markets and service areas;
- f. Consultant shall assess cost of providing services with projected revenue stream. Consultant shall prepare up to 5 cost estimates for all of the corridors as determined by PMT, for budgeting purposes;
- g. Consultant shall propose possible service scenarios: identify the components of “best cases” to achieve improved services; consider service reduction scenarios and identify the impacts of reduced services; and
- h. Consultant shall examine how improved transit services contribute to the reduction of greenhouse gas emissions in Study Area and provide a qualitative or order-of-magnitude assessment using simple conversion factors.

Information in Memo #5 must be presented in narrative form with tables, maps, photographs, and other graphics necessary to communicate key ideas and findings.

- 3.4 Final Memo #5: Future Service Opportunities - PMT shall review and provide one consolidated set of written comments on draft Memo #5. Consultant shall send draft Memo #5 to TPAC for review, after one round of revisions. Consultant shall prepare final Memo #5 after TPAC Meeting #3 to respond to TPAC comments.
- 3.5 PMT Meeting #3 – SETD shall organize and Consultant shall lead PMT Meeting #3 to solicit PMT comments on draft Memos #4 and #5. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #3. A portion of PMT Meeting #3 must cover progress on goal-setting begun in PMT Meeting #2.
- 3.6 TPAC Meeting #3 – SETD shall organize and Consultant shall lead TPAC Meeting #3 to solicit TPAC comments on draft Memos #4 and #5, on the same day as PMT Meeting #3. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memos #3, #4, and #5.

- 3.7 Project Webpage Update –Consultant shall provide Task 3 Webpage materials, summarizing major findings from Memos #3, #4 and #5 to SETD. Consultant shall provide materials in English and Spanish. SETD shall post Task 3 Webpage materials.
- 3.8 Outreach Efforts #2 – Consultant shall conduct a second round of three outreach events to gather input on the service opportunities and evaluation framework tasks. SETD will discuss locations and will attempt to locate outreach events in areas that were not covered during round 1 to ensure geographic coverage.

SETD Deliverables

- 3.A Draft Memo #4 review and PMT comment (Subtask 3.1)
- 3.B Draft Memo #4 review and TPAC comment (Subtask 3.2)
- 3.C Draft Memo #5 review and PMT comment (Subtask 3.3)
- 3.D Draft Memo #5 review and TPAC comment (Subtask 3.4)
- 3.E PMT Meeting #3 (Subtask 3.5)
- 3.F TPAC Meeting #3 (Subtask 3.6)
- 3.G Project Webpage Update (Subtask 3.7)
- 3.H Outreach Efforts #2 (Subtask 3.8)

Consultant Deliverables

- 3.A Draft Memo #4 (Subtask 3.1)
- 3.B Final Memo #4 (Subtask 3.2)
- 3.C Draft Memo #5 (Subtask 3.3)
- 3.D Final Memo #5 (Subtask 3.4)
- 3.E PMT Meeting #3 (Subtask 3.5)
- 3.F TPAC Meeting #3 (Subtask 3.6)
- 3.G Project Webpage Update materials (Subtask 3.7)
- 3.H Outreach Efforts #2 (Subtask 3.8)

Task 4 Transit Goals Practices and Policies

Objective: Update transit-related goals and policies and establish benchmarks to measure progress toward the updated goals and policies.

Subtasks

- 4.1 PMT Meeting #4 – SETD shall organize and Consultant shall lead PMT Meeting #4 to finalize Project goals. These goals may entail updates to transit-related goals found in the SETD Comprehensive Transportation Plan (2001), SETD Strategic

Prioritization Plan (2012), SETD Coordinated Human Services Transportation Plan (2013), Northwest Ride Center's Coordinated Care Organization Contract (2014), and Clatsop County and local jurisdictions' Transportation System Plans, or entirely new goals based upon the analysis and outreach conducted for this Project. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during PMT Meeting #4.

- 4.2 Draft Memo #6: Updated Goals, Policies, and Practices – Consultant shall prepare draft Memo #6, which reviews existing goals, policies, and practices in SETD Comprehensive Transportation Plan (2001), identifies goals, policies and practices needing to be updated, and proposes updates and revisions. Goals and policies are expected to include amendments to local Comprehensive Plans or development codes to help ensure access to transit is provided as part of future development and land use permitting processes and SETD is notified of opportunities to review and participate in those processes. Consultant shall identify key issues, goals and policies and general strategies to achieve goals and policies. The goals, policies and practices will be further refined in Memo #8. Consultant shall consider the any updates considered at PMT Meeting #4 as part of Memo #6.
- 4.3 Final Memo #6: Updated Goals, Policies, and Practices - PMT shall review and provide one consolidated set of written comments on draft Memo #6 to Consultant. Consultant shall send Memo #5 to TPAC for review, after one round of revisions. Consultant shall prepare final Memo #6 after TPAC Meeting #4 to respond to TPAC comments. Consultant shall translate the major findings from Memo #6 into Spanish and SETD will post them on the webpage.
- 4.4 Draft Memo #7: Future Service Opportunities Evaluation and Prioritization and Monitoring Program – Consultant shall evaluate future service opportunities and provide a draft prioritization list using the evaluation framework developed in Memo #4. Consultant shall include a monitoring program to track performance of future service opportunities. The monitoring program must include elements such as:
- Service standards
 - Cost efficiency metrics
 - Service efficiency metrics
 - Stop standards (amenities)

Consultant shall send draft Memo #7 to PMT for review and comment.

- 4.5 Final Memo #7: Future Service Opportunities Evaluation and Prioritization and Monitoring Program - Consultant shall send Memo #7 to TPAC for review, after one round of revisions responding to PMT comments. Consultant shall prepare final Memo #7 after TPAC Meeting #4 to respond to TPAC comments.
- 4.6 TPAC Meeting #4 – SETD shall organize and Consultant shall lead TPAC Meeting #4 to solicit TPAC comments on draft Memos #6 and #7. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memos #6 and #7.
- 4.7 Draft Memo #8: Transit Benchmarks – Consultant shall prepare draft Memo #8 to establish benchmarks suitable to be used to measure progress on the goals and policies recommended in Memo #6 and to measure progress on TPR-related transit requirements. In preparing draft Memo #8, Consultant shall take the following actions:
- a. Evaluate existing SETD transit benchmarks to measure progress on the goals and policies recommended in Memo #6 and to measure progress on TPR-related transit requirements;
 - b. Identify TPR-related benchmarks in Clatsop County and in individual local transportation system plans from communities in the Study Area;
 - c. Identify potential amendments to local comprehensive plans (policies) or development codes (new or revised code provisions) to address policy and code issues recommended in Memo #6.
 - d. Propose additional or revised benchmarks;
 - e. Determine how benchmarks should be assessed; and,
 - f. Compare benchmarks with data on previous performance of progress on TPR-related transit requirements as provided by SETD, and decide method for measurement in future years.
- 4.8 Final Memo #8: Transit Benchmarks - PMT shall review and provide one consolidated set of written comments on draft Memo #8. Consultant shall provide Memo #8 to TPAC for review, after one round of revisions. Consultant shall prepare final Memo #8 after TPAC Meeting #5 to respond to TPAC comments.
- 4.9 TPAC Meeting #5 – SETD shall organize and Consultant shall lead TPAC Meeting #5 to solicit TPAC comments on draft Memo #8. SETD shall review TPAC comments and provide consolidated recommendations to Consultant on revisions for Memo #8.
- 4.10 Project Webpage Update – Consultant shall provide Task 4 Webpage materials to SETD. SETD shall post Task 4 Webpage materials.

- 4.11 Questionnaire #2 – Consultant shall prepare draft Questionnaire #2 (service options survey), in both online and on-board/paper formats, to seek feedback on the prioritization of future service opportunities, such as service hours, service frequencies, and type of service. Consultant shall finalize the draft Questionnaire #2 based on SETD comments. Consultant shall translate the finalized online and on-board Questionnaire into Spanish. SETD shall administer on-board Questionnaire #2 and post online Questionnaire #2 on its Webpage. Questionnaire #2 must be left open through the time of Open Houses conducted in Task 5. Consultant shall prepare a tally and analysis of Questionnaire responses.

SETD Deliverables

- 4.A PMT Meeting #4 (Subtask 4.1)
- 4.B Draft Memo #6 review and PMT comment (Subtask 4.2)
- 4.C Draft Memo #6 review and TPAC comment (Subtask 4.3)
- 4.D Draft Memo #7 review and PMT comment (Subtask 4.4)
- 4.E Draft Memo #7 review and TPAC comment (Subtask 4.5)
- 4.F TPAC Meeting #4 (Subtask 4.6)
- 4.G Draft Memo #8 review and PMT comment (Subtask 4.7)
- 4.H Draft Memo #8 review and TPAC comment (Subtask 4.8)
- 4.I TPAC Meeting #5 (Subtask 4.9)
- 4.J Project Webpage Update (Subtask 4.10)
- 4.K Administer Questionnaire #2 (Subtask 4.11)

Consultant Deliverables

- 4.A PMT Meeting #4 (Subtask 4.1)
- 4.B Draft Memo #6 (Subtask 4.2)
- 4.C Final Memo #6 (Subtask 4.3)
- 4.D Draft Memo #7 (Subtask 4.4)
- 4.E Final Memo #7 (Subtask 4.5)
- 4.F TPAC Meeting #4 (Subtask 4.6)
- 4.G Draft Memo #8 (Subtask 4.7)
- 4.H Final Memo #8 (Subtask 4.8)
- 4.I TPAC Meeting #5 (Subtask 4.9)
- 4.J Project Webpage materials (Subtask 4.10)
- 4.K Questionnaire #2 (Subtask 4.11)

Task 5 Draft LRCTP

Objective: A draft LRCTP that includes a vision for future transit service, proposes a set of strategies to address unmet transit needs in the Study Area, includes recommendations

for strengthening coordination among transit providers, and identifies priorities and a plan for implementation.

Subtasks

- 5.1 PMT Meeting #5 and Draft LRCTP Outline – SETD shall organize and Consultant shall lead PMT Meeting #5 to discuss the components and format of the Draft LRCTP. Consultant shall prepare a Draft LRCTP Outline in advance of the meeting to serve as a basis for the PMT discussion. Consultant shall prepare a decision and next steps log, documenting decisions made, notes on the decisions, and next steps defined during the PMT meeting.

- 5.2 Draft LRCTP – Consultant shall prepare a Draft LRCTP, building on the work prepared in previous tasks and according to the agreement reached at PMT Meeting #5 related to Draft LRCTP components and format. The Draft LRCTP must include maps, charts, and other graphics as necessary to communicate key ideas and must include at a minimum the following elements:
 - a. The vision of what transit service can become as developed in Memo #5 and an implementation plan and strategies to achieve the vision;
 - b. Updated transit goals, policies, and practices;
 - c. Updated transit benchmarks;
 - d. Market Analysis and travel patterns
 - e. Discussion of future service opportunities, considerations, and monitoring program to track performance of future service opportunities, including coordination with North by Northwest Connector and Tillamook plan outcomes;
 - f. Using the benchmarks identified in Memo #8, prioritized LRCTP services, with the most urgent needs receiving the highest ranking;
 - g. Service and capital requirements needed for each service priority;
 - h. Financial impact of meeting each service priority and capital needs;
 - i. Components of a plan for coordinating transportation systems, schedules, fare media, and marketing with regional partners;
 - j. Measures to ensure access to transit is incorporated in future developments within close proximity to transit routes and stops, including potential related local Comprehensive Plan and Development Code amendments;
 - k. Process to ensure that SETD is notified of development applications and processes within close proximity to existing or planned transit services, including potential related local Comprehensive Plan and Development Code amendments;
 - l. Monitoring program to track performance of the implemented alternatives; and

m. Appendices as agreed upon in PMT Meeting #5 and any subsequent PMT communications.

The PMT shall review and provide written comments on the Draft LRCTP to the Consultant.

- 5.3 TPAC Meeting #6 – SETD shall organize and Consultant shall lead TPAC Meeting #6 to solicit TPAC comments on Draft LRCTP.
- 5.4 Open Houses #1-4 – SETD shall arrange for Open Houses in four different locations within the Study Area, siting and scheduling them to encourage widespread and diverse public participation. Consultant shall facilitate Open Houses #1-4 to solicit public comment on the Draft LRCTP. Consultant shall prepare presentation materials as needed, including slide show or graphical displays, informational handouts, copies of Project deliverables, and similar materials needed to adequately and appropriately convey Project information. Consultant shall provide a suitable means for gathering and compiling public comments. Open Houses are anticipated to last approximately two hours each and be scheduled over no more than 3 days (two evening and two midday events are one option).
- 5.5 Contingent Local Planning Staff Workshop [CONTINGENCY TASK]– - No work under this Contingent Task shall be done without the prior written approval (e-mail acceptable) of the APM. Consultant shall work with SETD staff as needed to schedule and conduct a workshop with Planning or Community Development Directors from Clatsop County and the cities of Astoria, Warrenton, Seaside, Cannon Beach, Gearhart and Manzanita. Each Local Planning Staff Workshop shall include the review of proposed Comprehensive Plan policy and Development Code amendments, answer questions and discuss how amendments could be refined to be better tailored to each community and ultimately adopted by each jurisdiction.
- 5.6 Revised LRCTP – Consultant shall revise the Draft LRCTP to respond to public, TPAC and PMT comments. Consultant shall provide a revised Draft LRCTP to both SETD and APM. Consultant shall translate the summary of the Revised LRCTP into Spanish
- 5.7 Project Webpage Update – Consultant shall provide Task 5 Webpage materials to SETD. SETD shall post Task 5 Webpage materials.

SETD Deliverables

- 5.A PMT Meeting #5 and Draft LRCTP Outline review and comment (Subtask 5.1)
- 5.B Draft LRCTP review and comment (Subtask 5.2)
- 5.C TPAC Meeting #6 (Subtask 5.3)
- 5.D Open Houses #1-4 (Subtask 5.4)
- 5.E *Contingent Local Planning Staff Workshop (Subtask 5.5)*
- 5.F Project Webpage Update (Subtask 5.7)

Consultant Deliverables

- 5.A PMT Meeting #5 and Draft LRCTP Outline (Subtask 5.1)
- 5.B Draft LRCTP (Subtask 5.2)
- 5.C TPAC Meeting #6 (Subtask 5.3)
- 5.D Open Houses #1-4 (Subtask 5.4)
- 5.E *Contingent Local Planning Staff Workshop (Subtask 5.5)*
- 5.F Revised LRCTP (Subtask 5.6)
- 5.G Project Webpage Update materials (Subtask 5.7)

Task 6 Adoption

Objective: Take the Revised LRCTP to the SETD Board of Commissioners for adoption.

Subtasks

- 6.1 SETD Board of Commissioners Work Session #2 – SETD shall schedule and notice a SETD Board of Commissioners Work Session. Consultant shall present key elements of the Revised LRCTP (presentation format to be determined by SETD) and respond to questions.
- 6.2 SETD Board of Commissioners Adoption Hearing – SETD shall schedule, notice, and conduct a public hearing to take testimony and consider adoption of the Revised LRCTP. SETD shall arrange for Public Comment Period, prepare and present staff report, and take official minutes. Consultant shall attend to answer questions and provide information and support to the SETC, with no formal presentation expected.
- 6.3 Final LRCTP – Consultant shall prepare Final LRCTP, making revisions necessary as a result of the adoption process. Consultant shall translate the summary of the Final LRCTP into Spanish and SETD shall post the summary and

Final LRCTP on the webpage. Consultant shall provide two hard copies and two electronic copies – both .pdf and editable format - to both the SETD and APM.

- 6.4 Final Title VI Report – SETD shall prepare and submit to APM Final Title VI Report that builds on Task 1 Interim Title VI Report and documents Project process and outreach for all income, race, gender, and age groups for the entire Project.

SETD Deliverables

- 6.A SETD Board of Commissioners Work Session #2 (Subtask 6.1)
- 6.B SETD Board of Commissioners Adoption Hearing (Subtask 6.2)
- 6.C Final Title VI Report (Subtask 6.4)

Consultant Deliverables

- 6.A SETD Board of Commissioners Work Session #2 (Subtask 6.1)
- 6.B SETD Board of Commissioners Adoption Hearing (Subtask 6.2)
- 6.C Final LRCTP (Subtask 6.3)

TPAC & PMT Meetings	Deliverable Being Reviewed
PMT Meeting #1	Project Tasks, Responsibilities, Project Schedule, Title VI Outreach & Focus Areas
TPAC Meeting #1	Draft Memo #2
PMT Meeting #2	Draft Memo #3
TPAC Meeting #2	Draft Memo #3
PMT Meeting #3	Draft Memos #4 & #5
TPAC Meeting #3	Draft Memos #4 & #5
PMT Meeting #4	Finalize Project Goals
TPAC Meeting #4	Draft Memos #6 & #7
TPAC Meeting #5	Draft Memo #8
PMT Meeting #5	Draft LRCTP Outline
TPAC Meeting #6	Draft LRCTP

MATCH

SETD Personnel	Pay Rate/Hour	Hours	Total
Executive Director	\$46.16	240	\$11,078.40
Operations Manager	\$37.56	40	\$1,502.40
ParaTransit Manager	\$29.52	40	\$1,180.80
Mobility Coordinator	\$27.86	160	\$4,457.60
Mobility Assistants	\$18.75	160	\$3,000.00
Finance Officer	\$35.77	80	\$2,861.60
Executive Assistant	29.75	40	\$1,190.00
Total			\$25,270.80

SCHEDULE

Task # & Description	Project Schedule
Task 1: Project Initiation and Existing Conditions	January 2015– May 2015
Task 2: Land Use Impact on Future Transportation Needs	April – June 2015
Task 3: Envision Future Service Opportunities	June 2015 – September 2015
Task 4: Transit Goals Practices and Policies	September – December 2015
Task 5: Draft LRCTP	December 2015 – February 2016
Task 6: Adoption	March 2016 – July 2016

CONSULTANT DELIVERABLE TABLE

Task and Deliverable	Total Fixed Amount Payable to Consultant Per Deliverable
Task 1 Project Initiation and Existing Conditions	\$47,960
1.A Project Initiation and Project Management (Subtask 1.1)	\$1,530
1.B PMT Meeting #1, Refined Schedule and Focus Areas (Subtask 1.2)	\$4,110
1.C Memo #1 (Subtask 1.3)	\$5,180
1.D Draft Memo #2 (Subtask 1.4)	\$8,900
1.E Final Memo #2 (Subtask 1.5)	\$1,240
1.F Project Webpage Initial Materials (Subtask 1.6)	\$1,090
1.G Questionnaire #1 (Subtask 1.7)	\$3,910
1.H Stakeholder Small Groups (Subtask 1.8)	\$4,910
1.I SETD Board of Commissioners Work Session #1 (Subtask 1.9)	\$2,980
1.J Outreach Efforts #1 (Subtask 1.10)	\$8,710
1.K TPAC Meeting #1 (Subtask 1.11)	\$2,980
1.L Study Area Tour (Subtask 1.12)	\$2,420
Task 2 Land Use Impact on Future Transportation Needs	\$11,220
2.A Draft Memo #3 (Subtask 2.1)	\$5,850
2.B Final Memo #3 (Subtask 2.2)	\$770
2.C PMT Meeting #2 (Subtask 2.3)	\$2,010
2.D TPAC Meeting #2 (Subtask 2.4)	\$2,110
2.E Project Webpage Update materials (Subtask 2.5)	\$480
Task 3 Envision Future Service Opportunities	\$28,770
3.A Draft Memo #4 (Subtask 3.1)	\$4,790
3.B Final Memo #4 (Subtask 3.2)	\$1,170
3.C Draft Memo #5 (Subtask 3.3)	\$11,020
3.D Final Memo #5 (Subtask 3.4)	\$1,170
3.E PMT Meeting #3 (Subtask 3.5)	\$1,960
3.F TPAC Meeting #3 (Subtask 3.6)	\$1,880
3.G Project Webpage Update materials (Subtask 3.7)	\$460
3.H Outreach Efforts #2 (Subtask 3.8)	\$6,320

Task and Deliverable	Total Fixed Amount Payable to Consultant Per Deliverable
Task 4 Transit Goals Practices and Policies	\$35,890
4.A PMT Meeting #4 (Subtask 4.1)	\$1,870
4.B Draft Memo #6 (Subtask 4.2)	\$6,650
4.C Final Memo #6 (Subtask 4.3)	\$1,690
4.D Draft Memo #7 (Subtask 4.4)	\$6,930
4.E Final Memo #7 (Subtask 4.5)	\$1,300
4.F TPAC Meeting #4 (Subtask 4.6)	\$3,460
4.G Draft Memo #8 (Subtask 4.7)	\$7,150
4.H Final Memo #8 (Subtask 4.8)	\$1,690
4.I TPAC Meeting #5 (Subtask 4.9)	\$2,110
4.J Project Webpage materials (Subtask 4.10)	\$460
4.K Questionnaire #2 (Subtask 4.11)	\$2,580
Task 5 Draft LRCTP	\$34,700
5.A PMT Meeting #5 and Draft LRCTP Outline (Subtask 5.1)	\$1,870
5.B Draft LRCTP (Subtask 5.2)	\$9,730
5.C TPAC Meeting #6 (Subtask 5.3)	\$2,110
5.D Open Houses #1-4 (Subtask 5.4)	\$9,530
5.E <i>Contingent Local Planning Staff Workshop</i> (Subtask 5.5)	\$5,670
5.F Revised LRCTP (Subtask 5.6)	\$5,210
5.G Project Webpage Update materials (Subtask 5.7)	\$580
Task 6 Adoption	\$9,800
6.A SETD Board of Commissioners Work Session #2 (Subtask 6.1)	\$4,290
6.B SETD Board of Commissioners Adoption Hearing (Subtask 6.2)	\$1,140
6.C Final LRCTP (Subtask 6.3)	\$4,370
TOTAL Non-Contingency Deliverables	\$162,670
Total Contingency Deliverables:	\$5,670
TOTAL Non-Contingency + Contingency Deliverables	\$168,340



EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

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

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

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

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

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

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

EXCEPTIONS:

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

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

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

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.

4. The Contractor shall provide immediate written notice to the Department to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

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

suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be

entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

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

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.
5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such

direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

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

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

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

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

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

VII. LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT
CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.**

EXHIBIT D
ELIGIBLE PARTICIPATING COST
DESCRIPTION
PERSONNEL SERVICES
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.
SERVICES AND SUPPLIES
In-State Travel - Per Rates Identified in State Travel Handbook
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.
Office Expense
<i>Direct Project Expenses Including:</i>
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.
<i>Postage</i> - Payment for direct project postage.
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.
Telecommunications
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.
Publicity & Publication
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.
<i>Conferences</i> (costs to put on conference or seminars)
Equipment \$250 - \$4,999
NOT ELIGIBLE
Employee Training, Excluding Travel
NOT ELIGIBLE
Training In-State Travel
NOT ELIGIBLE
CAPITOL OUTLAY
NOT ELIGIBLE



January 20, 2015

Update to the Human Services Coordinated Plan

Senior & Disabled Advisory Committee/Special Transportation Fund Committee

Identified Gaps in Services to transit dependent populations

1. Seniors
 2. Individuals With Disabilities
 3. People of low income
- *Veterans

GAPS	DETAILS & IMPACT	NEEDS	PARTIES INVOLVED
Lack of frequency on major fixed routes SERVICE	Specifically the 101 Astoria to Seaside. This route travels on a 2 hour loop. More people would ride if they had more frequency options	S&D riders need increased frequency in order to make this route useable to them. Peak periods or times	SETD
Unserved areas	Many places that S&D riders live are too far from the fixed route. This eliminates transit as an	S&D riders need access to the fixed route system without having to walk long distances to get to a	SETD

	option and increases demand response needs. Transportation islands	major stop.	
SERVICE			
Fixed route stops are not relevant to S&D populations	There are many S&D related activities and destinations that are not accessible by bus. Examples are: the senior center, meal sites, shopping, and senior living facilities The statewide model for seniors is to live in their homes for as long as they can. Aging in Place.	S&D riders need to be able to get on and off at safe locations that they don't have to walk long distances to get access to their destinations. "If you put routes out there that drop off riders where the activities are then they will ride"	SETD
SERVICE			
Lack of fixed route vehicles that are physically accessible	Correct design for maximizing access would allow more of the S&D population to ride fixed route Would decrease need for demand response service	Example is that S&D need kneelers or low floor buses Prioritize bus purchases or amenities for S&D riders	SETD
EQUIPMENT			
Technology does not support coordination	In order to gain ridership	Improved scheduling options	SETD, Human service transportation providers
EQUIPMENT			
S&D riders need more assistance in the form of	Riders may be able to use fixed route or a	S&D riders need access to a group of volunteers that	SETD, Human service transportation providers,

<p>Personal Care Attendants</p> <p>PROGRAMATIC</p>	<p>RIDEASSIST program however they do not have an escort or PCA which is essential for them to be able to get to their destination</p>	<p>could serve as a PCA during a transit trip in order to give the additional assistance the rider needs. Need a pool of volunteers example: Coast Guard spouses association</p>	<p>stakeholders</p>
<p>Lack of available transportation options & supplemental services</p> <p>SERVICE, PROGRAMATIC COORDINATION</p>	<p>Improved scheduling options and access to important services such as medical Shorter reservation times</p>	<p>Special populations Seniors, People with Disabilities, People with low income, VETERANS, a one call center to filter all transportation programs</p>	<p>SETD, Stakeholders, Human service transportation providers, veterans administration</p>
<p>Lack of Options Outreach and education for stakeholders and users</p> <p>PROGRAMATIC COORDINATION</p>	<p>If more stakeholders had a better understanding of the variety of transportation options for their clients they would be better served. Improve current offerings</p>	<p>2 tiers of outreach need to be achieved on all services available to concerned population</p> <ol style="list-style-type: none"> 1. Riders and transit dependent population groups 2. Stakeholder groups in the form of classes or workshops <p>Train the Trainer style outreach</p>	<p>SETD, Stakeholders, Human service transportation providers</p>

SUNSET EMPIRE TRANSPORTATION DISTRICT EMPLOYEE POLICY MANUAL WHAT THE DISTRICT EXPECTS FROM YOU DRUG AND ALCOHOL POLICY- ZERO TOLERANCE PART 2	Policy #	Effective Date
	E-800	Date of Last Review
	Signature	

8.1 DRUG AND ALCOHOL TESTING POLICY – ZERO TOLERANCE

A. PURPOSE

1. **SUNSET EMPIRE TRANSPORTATION DISTRICT** provides public transit and paratransit services for the residents of Clatsop County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, **SUNSET EMPIRE TRANSPORTATION DISTRICT** declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

2. Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

3. Any provisions set forth in this policy that are included under the sole authority of **SUNSET EMPIRE TRANSPORTATION DISTRICT** and are not provided under the authority of the above named Federal regulations are underlined. Tests conducted under the sole authority of **SUNSET EMPIRE TRANSPORTATION DISTRICT** will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full-, part-time, or temporary) when performing safety sensitive duties **SUNSET EMPIRE TRANSPORTATION DISTRICT** employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of **SUNSET EMPIRE TRANSPORTATION DISTRICT**. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL, or receive remuneration for service in excess of actual expense.

C. DEFINITIONS

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing, It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is canceled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Covered Employee Under Company Authority: An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the company's own authority. (See Attachment A).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

Department of Transportation (DOT): For the purpose of Drug and Alcohol regulatory oversight, DOT is the department of the federal government which includes the, Federal Transit Administration, Federal Railroad Administration, Federal Highway Administration, Federal Motor Carriers' Safety Administration, Pipeline & Hazardous Materials Safety Administration, United States Coast Guard, and the Office of the Secretary of Transportation.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations. Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOD): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative test result: A urine specimen that is reported as adulterated, substitute, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites, or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opiates, amphetamines (including ecstasy), or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

1. The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
2. The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service.
4. Controlling the movement of a revenue service vehicle and
5. Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed marriage and family therapist, or drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse(ICRC) or by the National Board for Certified Counselors, Inc. and Affiliates/Master Addictions Counselor (NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Test Refusal: The following are considered a refusal to test if the employee:

1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
2. Fails to remain at the testing site until the testing process is complete
3. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
5. Fails to provide a sufficient amount of urine or breath when directed, and it has been

determined, through a required medical evaluation, that there was no adequate medical explanation for the failure

6. Fails or declines to take a second test the employer or collector has directed you to take
7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
9. If the MRO reports that there is verified adulterated or substituted test result
10. Failure or refusal to sign Step 2 of the alcohol testing form
11. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
13. Admit to the collector or MRO that you adulterated or substituted the specimen.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley care, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

D. EDUCATION AND TRAINING

1. Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

2. All supervisory personnel or company officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

E. PROHIBITED SUBSTANCES

1. Prohibited substances addressed by this policy include the following.
 - a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines (including methamphetamine and ecstasy), opiates (including heroin), and phencyclidine as described in Section H of this policy. Employees covered under company authority will also be tested for these same substances. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a **SUNSET EMPIRE TRANSPORTATION DISTRICT** Manager and/or Human Resources Officer and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
 - c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under **SUNSET EMPIRE TRANSPORTATION DISTRICT** authority, a non-DOT alcohol test can be performed anytime a covered employee is on duty.

F. PROHIBITED CONDUCT

1. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
3. The Transit Department shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol
4. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater regardless of when the alcohol was consumed.
5. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
6. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
7. **SUNSET EMPIRE TRANSPORTATION DISTRICT**, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
8. Consistent with the Drug-free Workplace Act of 1988, all **SUNSET EMPIRE TRANSPORTATION DISTRICT** employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

G. DRUG STATUTE CONVICTION

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the **SUNSET EMPIRE TRANSPORTATION DISTRICT** management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

H. TESTING REQUIREMENTS

1. Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49CFR part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under company authority will also be subject to testing

for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.

2. A drug test can be performed any time a covered employee is on duty. A reasonable suspicion and random alcohol test can be performed just before, during, or after the performance of a safety-sensitive job function Under **SUNSET EMPIRE TRANSPORTATION DISTRICT** authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.

3. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with **SUNSET EMPIRE TRANSPORTATION DISTRICT**. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

I. DRUG TESTING PROCEDURES

1. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

2. The drugs that will be tested for include marijuana, cocaine, opiates (including heroin), amphetamines (including methamphetamine and ecstasy), and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.

3. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result, and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the **SUNSET EMPIRE TRANSPORTATION DISTRICT** Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test

result as negative to the DAPM.

4. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

5. Any covered employee who questions the results of a required drug test under paragraphs L through P of this policy may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. **SUNSET EMPIRE TRANSPORTATION DISTRICT** will ensure that the cost for the split specimen are covered in order for a timely analysis of the sample, however **SUNSET EMPIRE TRANSPORTATION DISTRICT** will seek reimbursement for the split sample test from the employee.

6. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled. If the split specimen is not available to analyze the MRO will direct the Human Resource Officer to retest the employee under direct observation.

7. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the spit will be retained for longer than one year for testing if so requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8. Observed collections

a. Consistent with 49 CFR part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to **SUNSET EMPIRE TRANSPORTATION DISTRICT** that there was not an adequate medical explanation for the result;
- ii. The MRO reports to **SUNSET EMPIRE TRANSPORTATION DISTRICT** that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a

- creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
 - v. The temperature on the original specimen was out of range;
 - vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
 - vii. All follow-up-tests; or
 - viii. All return-to-duty tests

J. ALCOHOL TESTING PROCEDURES

1. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device which is also approved by NHSTA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

2. An employee who has a confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the work day whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3. **SUNSET EMPIRE TRANSPORTATION DISTRICT** affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be canceled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

4. The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

K. PRE-EMPLOYMENT TESTING

1. All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

- a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.
- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or company authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded and the applicant will be referred to a Substance Abuse Professional. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or company authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, **SUNSET EMPIRE TRANSPORTATION DISTRICT** will require the applicant to take and pass another pre-employment drug test.
- f. In instances where a FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide **SUNSET EMPIRE TRANSPORTATION DISTRICT** with signed written releases requesting FTA drug

and alcohol records from all previous, DOT-covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. **SUNSET EMPIRE TRANSPORTATION DISTRICT** is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a DOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a DOT covered employer, the applicant must provide **SUNSET EMPIRE TRANSPORTATION DISTRICT** proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

L. REASONABLE SUSPICION TESTING

1. All **SUNSET EMPIRE TRANSPORTATION DISTRICT** FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under **SUNSET EMPIRE TRANSPORTATION DISTRICT**'s authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the employee is on duty. All employees covered under the sole authority of **SUNSET EMPIRE TRANSPORTATION DISTRICT** will also be subject to non-USDOT reasonable suspicion testing procedures modeled off the provisions in 49 CFR Part 40.

2. **SUNSET EMPIRE TRANSPORTATION DISTRICT** shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

3. A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the **SUNSET EMPIRE TRANSPORTATION DISTRICT**

4. When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. **SUNSET EMPIRE TRANSPORTATION DISTRICT** shall place the employee on administrative leave in accordance with the provisions set forth under

Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the SUNSET EMPIRE TRANSPORTATION DISTRICT **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

M. POST-ACCIDENT TESTING

1. FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit revenue service vehicle regardless of whether or not the vehicle is in revenue service that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident.

2. NON-FATAL ACCIDENTS - A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operators performance can be completely discounted as a contributing factor to the accident.

- a. As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.
- b. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- c. Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.
- d. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- e. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

- f. In the rare event that **SUNSET EMPIRE TRANSPORTATION DISTRICT** is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), **SUNSET EMPIRE TRANSPORTATION DISTRICT** may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

N. RANDOM TESTING

1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under company authority will be selected from a pool of non-DOT-covered employees.
2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. The current random testing rate for drugs established by FTA equals twenty-five percent of the number of covered employees in the pool and the random testing rate for alcohol established by FTA equals ten percent of the number of covered employees in the pool.
4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.
5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from the testing pool of non-safety-sensitive employees that are included solely under **SUNSET EMPIRE TRANSPORTATION DISTRICT** authority.
6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can be performed just before, during, or just after the performance of a safety sensitive duty. However, under **SUNSET EMPIRE TRANSPORTATION DISTRICT**'s authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.
7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

O. RETURN-TO-DUTY TESTING

SUNSET EMPIRE TRANSPORTATION DISTRICT will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must completed the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional before returning to work. For an initial positive drug test a Return-to-Duty drug test is required and an alcohol test is allowed. For an initial positive alcohol test a Return-to-Duty alcohol test is required and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undo concerns for public safety.

P. FOLLOW-UP TESTING

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under company authority and will be performed using non-DOT testing forms.

Q. RESULT OF DRUG/ALCOHOL TEST

1. Any covered employee that has a verified positive drug or alcohol test or test refusal , will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, referred to a Substance Abuse Professional (SAP) for assessment, and will be terminated.

2. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

3. Refusal to submit to a drug/alcohol test shall be considered a positive test result and a direct act of insubordination and shall result in termination and referral to an SAP. A test refusal includes the following circumstances:

- a. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer
- b. Fails to remain at the testing site until the testing process is complete
- c. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations
- d. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen
- e. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure
- f. Fails or declines to take a second test the employer or collector has directed you to take
- g. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures
- h. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)
- i. If the MRO reports that there is verified adulterated or substituted test result
- j. Failure or refusal to sign Step 2 of the alcohol testing form
- k. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- l. Possess or wear a prosthetic or other device that could be used to interfere with the collection process
- m. Admit to the collector or MRO that you adulterated or substituted the specimen.

4. An alcohol test result of ≥ 0.02 to ≤ 0.039 BAC shall result in the removal of the employee from duty for eight hours or the remainder or the work day whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to an alcohol test with a result of less than 0.02 BAC.

5. In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:
- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
 - b. Failure to execute, or remain compliant with the return-to-work agreement shall result in termination from SUNSET EMPIRE TRANSPORTATION DISTRICT employment.
 - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q.5 of this policy is under the sole authority of SUNSET EMPIRE TRANSPORTATION DISTRICT and will be performed using non-DOT testing forms.
 - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**
 - d. **A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.**
 - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
 - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with **SUNSET EMPIRE TRANSPORTATION DISTRICT.**
 - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
6. Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

R. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

S. PROPER APPLICATION OF THE POLICY

SUNSET EMPIRE TRANSPORTATION DISTRICT is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

T. INFORMATION DISCLOSURE

1. Drug/alcohol testing records shall be maintained by the **SUNSET EMPIRE TRANSPORTATION DISTRICT** Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.

2. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

3. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need to know basis.

4. Records will be released to a subsequent employer only upon receipt of a written request from the employee.

5. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.

6. Records will be released to the National Transportation Safety Board during an accident investigation.

7. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.

8. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.

9. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over **SUNSET EMPIRE TRANSPORTATION DISTRICT** or the employee.

10. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken

11. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the **SUNSET EMPIRE TRANSPORTATION DISTRICT** on _____.

_____	_____	_____
Board Chair Signature	Printed Name	Date

_____	_____	_____
Executive Director Signature	Printed Name	Date

SUNSET EMPIRE TRANSPORTATION DISTRICT Drug and Alcohol Program Manager

Name: Tami Carlson
Title: HR Officer
Address: 900 Marine Dr.; Astoria, OR 97103
Telephone Number: (503) 861-7433 ext. 5362

Collection Site

Name: Brenda Hartman
Title: Owner/ Certified DOT Collector
Address: 737 E. Harbor Place Suite B; Warrenton, OR 97146
Telephone Number: (503) 861-0693

Third Part Administrator

Name: BIO-MED Testing Services Inc.
Title: Certified Consortium- Third Party Administrator Tina Pinard, DOT Program Manager
Address: 3110 25th Street SE ; Salem, OR 97302
Telephone Number: (503) 585-6654

Medical Review Officer

Name: Benjamin Gerson, MD
Title: Certified MRO
Address: 10551 Decatur Road, Ste. 200; Philadelphia, PA 19154
Telephone Number: (847) 631-0599

Substance Abuse Professional

Name: Peter Barbur, LPC, MPH
Title: Certified SAP
Address: 1007 NE Broadway, Suite 220; Portland, OR 97232
Telephone Number: (503) 295-7974

HHS Certified Laboratory Primary Specimen

Name: Metro Lab Legacy Laboratory Services
Address: 1225 NE 2nd; Portland, OR 97232
Telephone Number: (503) 413-5295

HHS Certified Laboratory Split Specimen

Name: Clinical Reference Laboratory
Address: 8433 Quivira; Lenexa, KS 66215
Telephone Number: (800) 445-6915

Attachment A

Covered Classifications for SETD (all non-safety sensitive positions)

<u>Job Title</u>	<u>Job Duty</u>	<u>Testing Authority</u>
Executive Director	Director, Clerical	SETD
Executive Assistant	Assistant, Clerical	SETD
Financial Officer	Finance, Clerical	SETD
HR/Payroll Officer	Officer, Clerical	SETD
IT Specialist	Computer Specialist, Clerical	SETD
IS Specialist	Computer Specialist, Clerical	SETD
Mobility Management Coordinator	Coordinator, Clerical	SETD
Mobility Assistant	Assistant, Clerical	SETD
Mobility Assistant 2	Assistant, Clerical	SETD
Transportation Options Program Specialist	Specialist, Clerical	SETD
Bus Washer/Lot Attendant	Attendant, Laborer	SETD
NWRC Manager	Manager, Clerical	SETD
Billings and Customer Service Representative	Finance, Rep., Clerical	SETD
CSR (Client Services Representative)	Call Taker, Clerical	SETD

Covered Classifications for FTA (all safety sensitive positions)

<u>Job Title</u>	<u>Job Duty</u>	<u>Testing Authority</u>
Operations Manager	Manager, Drive bus	FTA
Operations Assistant	Assistant, Dispatcher	FTA
Fixed Rt. Driver Supervisor	Supervisor, Drive bus	FTA
Fixed Rt. Driver	Drive bus	FTA
Paratransit Supervisor	Supervisor, Dispatcher	FTA
Paratransit Driver	Drive bus	FTA
Mechanic/Maintenance Tech	Mechanic	FTA
Assistant Mechanic/Maintenance Tech	Mechanic	FTA
CSR (Client Services Rep.) volunteer disp.	Call Taker, Dispatcher	FTA

DRAFT

Executive Director Report

Weekly Reports:

1/6/15

I'm sorry this is coming to you later than normal. That's what happens when one is away from the office for 4 days; it's a game of catch up! With the short week last week, I focused on meeting with the individual team members to go over goals and priorities for the year as we begin the budget and grant processes. The team will be meeting tomorrow to work together to review the last version of strategic priorities and see where we ended up and what we need to glean from that plan to incorporate into the new biennium's strategic plan. One of the things that I talked with Diane about is making sure that we have a very smooth budget process this year. The meeting that will be held tomorrow along with the Board/Team meeting next week will define what our budget priorities will be for this year.

Our timelines for the grant cycle are unbelievably tight. Once we finish meeting on January 12th, we will have to incorporate the priorities into our writing of the Coordinated Human Services Plan. That plan will have to be written practically overnight so we can get it out to the SDAC for their review in preparation for an SDAC meeting on the 20th. One of the things I'm going to be asking the Board for on January 12th, is the approval to move our January meeting from the 22nd to the 29th. If the Board meets on the 22nd, we would not have a complete packet available on the 15th since the SDAC isn't meeting and approving the Coordinated Human Services Plan until the 20th. By pushing the Board meeting back a week, this will allow us time to make any changes that the SDAC recommends and then we would be able to have the finished document in your packets. I'm not a fan of moving regularly scheduled meetings but I don't see a way around it at this point. We can discuss this further on Monday.

1/12/15

Last week was a busy one for us. I spent a considerable amount of time on the finalizing of the subcontractor agreement that we will have in place for all our providers that handle our NEMT rides. I am having Diane do a once over on it and then will send it on to Jeanyse for legal review. As I stated in this morning's meeting, the Leadership Team had a great meeting last week to come up with our strategic priorities. I was very happy with the input that everyone had into developing the plan that we presented to you today. I am once again reminded how fortunate we are to have such a dynamic group of people at the district! I was able to attend the NWACT meeting with Kathy on Thursday. It was great carpooling with her and Bill Johnston from ODOT. We were able to talk about several transportation items on the road to Scappoose. I only wish more people would have taken me up on my offer to ride along with us and have a full van. Friday, we met with the team that will be heading up our Individual Marketing Campaign (IM) in Astoria this year. This will be a great opportunity to really engage the community about transportation options and give them resources that are available. I look forward to getting the basement cleaned up so we can utilize it for this campaign and to be able to call Neal and have him come see our clean basement!

1/19/15

Just a quick thanks for the Board's receptiveness to the Strategic Priorities that the Leadership Team developed. It was a great exercise to go through with them and we all appreciated the positive remarks we received from you. We've been working on the subcontractor agreements for the NEMT contract and I am doing a final edit on it now before I send it over to Jeanyse for her approval. Jason has written it and then Diane and I did some editing so we feel we will have a good agreement to make sure that all the bases are covered with our CCO contract. We've also been working on the update to the coordinated human services public transportation plan to have it ready for the SDAC meeting on Tuesday. I traveled to Salem on Thursday to meet with Naomi, our ODOT planner in charge of the long range comprehensive transportation plan and the head of planning, Lisa Nell. On Friday, Scott and I met with Janet and Michael from CC Rider along with Jean to discuss a joint intercity grant request for the highway 30 route. It was a good meeting and I look forward to hammering out the details with them. We will submit the general request and then negotiate the details.

Additional Items:

- I'm continuing to work on the NEMT Subcontractor agreement for all of our subcontractors that provide the Medicaid rides. I anticipate getting to Jeanyse for legal review this week.
- I also expect to get the lease signed for the Seaside Factory Outlet Mall spot next week so they can move forward with the improvements to the site prior to us taking it over.
- I will be out on the buses next week to recruit the final members to serve on our Transportation Plan Advisory Committee (TPAC) I have received replies from most of the cities designating who will represent them.
- I am serving on the strategic advisory council for The Way to Wellville. This is a 5 year program that was developed and 5 communities from across the nation were chosen to participate in to improve the health of the residents and Clatsop County is one of the communities. Esther Dyson and her team from Hiccup, the organization sponsoring this were in town last week for our kickoff and many topics were discussed including transportation. We had our 2 kickoff events that were well attended, especially Warrenton. You'll hear more about this as we put the program together.
-

Dec. Operations Report

1. Food drive was completed. We delivered 900lbs. of food to the food basket program and I believe about the same to the county food bank.
2. We have 2 new employee's that started in Dec. Derek is the new shop assistant and Jose is our new lot attendant.
3. Thanks to everyone that organized the party this year. I was unable to attend but it received great reviews from those who did.
4. The adopt a family was a great success again this year.
5. Carol Penuel was appointed to take over for Tami in the paratransit supervisors position, Shasia Fry will be taking over for Grace Tanuvasa in the Transportation Options dept. so we are in the process of looking for a replacement for Operations Assistant.

Scott Earls

Sunset Empire Transportation District

900 Marine Drive – Astoria, Oregon 97103
Phone: (503) 861-5385 – Fax: (503) 861-4299
Email: Tami@ridethebus.org

HR & RIDE ASSIST

Tami Carlson
HR Officer

Monthly Report: December 2014

- The first week of December there were 2 new full-time positions filled. Michael "Konnor" Claborn, IT Specialist and Derek Bennett, Assistant Mechanic.
- On December 5th the team met with John Anglin. Top discussion - team's adaption to new director. The meeting was very informational and positive.
- On December 9th Tami participated in the Senior & Disabled Advisory Committee meeting. Bylaws; the Title VI Program; upcoming grant preparation were discussed.
- Carol Penuel was named our new Paratransit Supervisor and Shasia Fry is our new T.O. Program Specialist. Hiring process for those 2 positions are in the works.
- In December Paratransit provided 542 rides; an average of 24.6 riders per day.
- 40% of the current Paratransit applicants used the service in December.
- This month 18 Veteran riders used the service; an increase from last month.
- Ridership for dial-a-ride in November was 13 rides from the Lewis & Clark service area.
- There were 6 new ADA Paratransit applications received and 3 approved.
- The Paratransit drivers sold 18 ticket books totaling \$474.00.
- Fare collection was successful for the month and increase by \$578.00 from last month.

Paratransit Fares Collected for December: \$4,036.00

- Para-transit Fares: \$678.00
- Tickets Collected: \$545.00
- Medicaid: \$2,813.00

Mobility Management Update December 2014/January 2015

Elisabeth Pietila- Mobility Management Coordinator

Compliance:

I have been working with John to update the Human Services Coordinated Transportation Plan. This update is a requirement and will assist the District in our grant planning. It will also give the framework to the Special Transportation Fund Committee to make clear and informed choices about the STF/5310 grant process and sub-recipient process. The updates will go to the Board in January.

5310 and STF grant program and public process is underway.

Outreach:

The current focus of my outreach lately has been with Veterans. I have learned so much! I had 2 very productive meetings with 3 local Veterans representatives. Luke Thomas is the new County Veterans Service Officer. I also met with Geno Fellin who is the Veterans case worker with Clastop Community Action. I then went on to have a 2 ½ hour meeting with the coordinator of the Veterans van Dick Lang. Each meeting was filled with lively discussion about the gaps in service that veterans are faced with.

I am still involved in the regional workgroup out of the VA Hospital and am learning what we need to do to serve veterans more efficiently. I have lots of ideas brewing and will be working to bring program forward to the TEAM soon.

Transit Center:

Park and Ride participation has picked up. We have had 12 in December and January.

Northwest Transportation Options:

We have a new T.O Specialist. Our very own Shasia Holtusen is joining T.O. She is energized and knowledgeable about T.O already. We are very excited to get her trained up!

NWTO had our kickoff meeting here in Astoria for our Individualized Marketing Campaign that will run this summer focused on the Astoria area. We are very lucky and excited to get to promote transportation options in Astoria!! We will be participating in weekly conference calls till the kick off. The IM Campaign will run June thru September.

Education

I participated in a webinar titled Using 5310 Funds to enhance service: promising practices and success stories.



SUNSET EMPIRE TRANSPORTATION DISTRICT
900 Marine Drive Astoria, Oregon 97103

Rider Report
December 2014

“The Bus” (Fixed Route) Highlights:

- **11,946** people used fixed routes in December for an average of **398.2** riders per day.
- **3.1 % decrease** in average passengers who rode fixed routes per day from last month (411.1 to 398.2)
- **11.4 % increase** in average passengers who rode fixed routes per day from last December (357.3 to 398.2)
- **10.5 people per hour**, on average, got on any fixed route at any time that “The Bus” runs in December. **8.7 % decrease** (11.5 to 10.5) from last month and a **9.4 % increase** (9.6 to 10.5) from last December.
- **\$5.74 per rider** is the estimate cost per person riding fixed route in December.

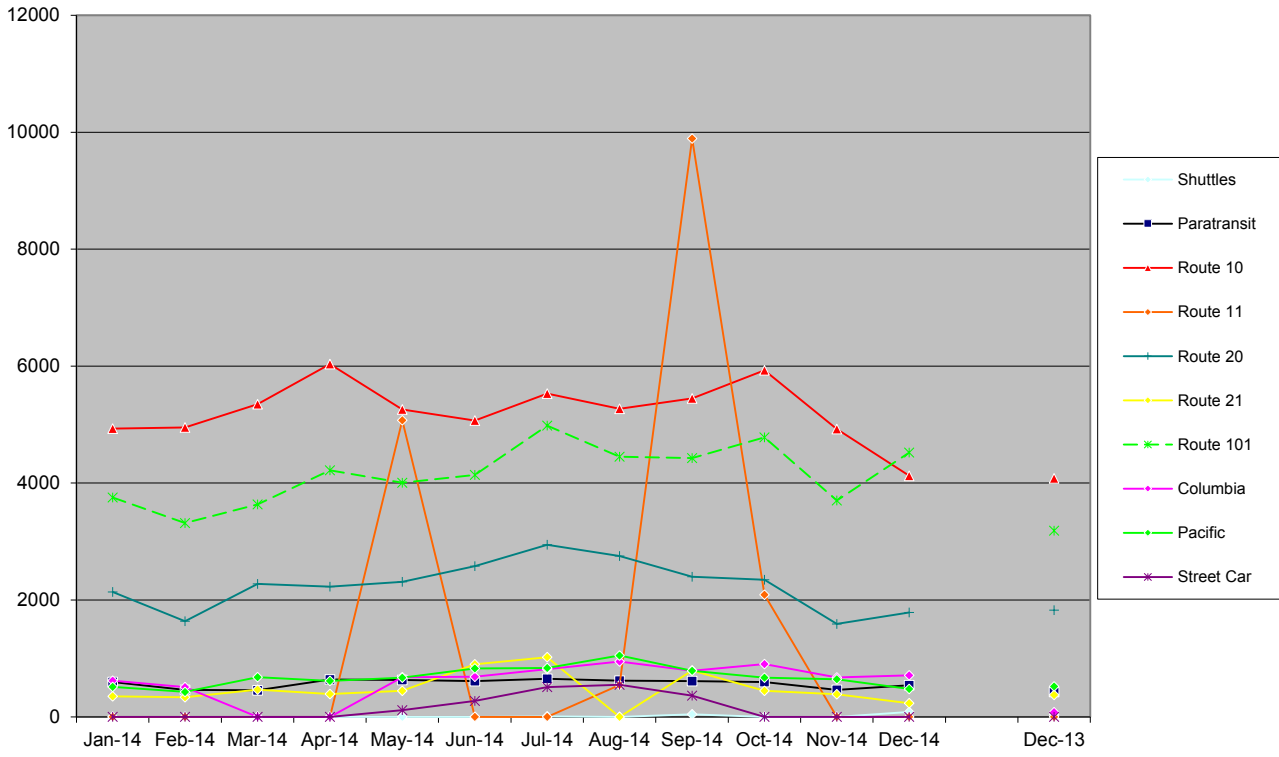
RideAssist Highlights:

- **542** people used RideAssist in December for an average of **24.6** riders per day.
- **1.2 % increase** in average RideAssist passengers per day from last month (24.3 to 24.6)
- **20.6 % increase** in average RideAssist passengers per day from last December (20.4 to 24.6)
- **\$34.11 per rider** is the estimated cost per person riding RideAssist in December.
- **21.4 % increase** in all ADA Paratransit rides from last month (257 to 312)
- **20.9 % increase** in all ADA Paratransit rides from last December (258 to 312)

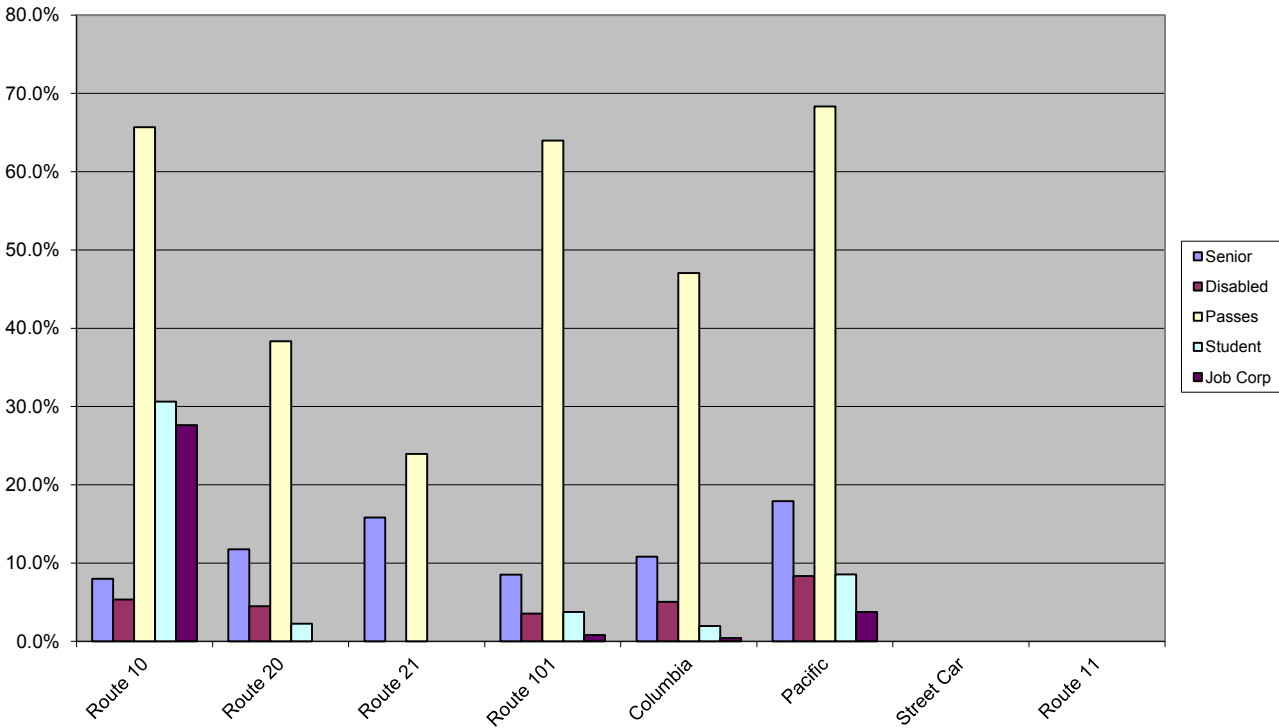
System Highlights:

- **12,488** people used Sunset Transportation Services in December for an average of **416.3** riders per day.
- **2.5 % decrease** in all average passengers per day from last month (427 to 416.3).
- **12 % increase** in all average passengers per day from last December (371.6 to 416.3)
- **23.5 % decrease** in average fuel cost from last December (\$.26 to \$.34).
- **\$6.93 per rider** is the estimated cost per person riding on SETD.
- **4.8 % decrease** in the ratio of elderly/disabled riders from last month (14.61 % to 13.91 %)
- **19.6 % decrease** in the ratio of elderly/disabled riders from last December (17.3 % to 13.91%)

SETD Rides



Rider Breakdown by Route



Sunset Empire Transportation District

Marketing/Outreach Report

December – January 2014

Mary Parker

HOW WE LOOK- We have continued to move forward in improving our image and services. We contracted with the same cleaning company that stripped and waxed our floors to clean our shelters and they did a fantastic job. All the flyers, tape and other residual gunk have been removed and the shelters power washed top to bottom. The cement pad and sidewalk area around the shelters was power washed too. Very noticeable and we have received numerous positive comments from our riders and the public.

HOLIDAY EVENTS- SETD adopted a family from the Wishing Tree Program for Christmas. Participation from employees and board members was fantastic. We were able to provide gifts for 3 children enough donated food including turkey, ham and fresh items for at least 2 large meals and a large holiday breakfast. This was a great group effort and we always receive so much more than we give.

FACEBOOK- Please remember to visit our facebook site and like or share or comment to help to increase our contacts. Thank you!

SOUTH COUNTY- We are getting very excited about setting up shop at our Seaside Transit Center. Final arrangements are being made and the contract has been signed so it is official...we're going South!

OUTREACH/MARKETING- We have an ad running for Dial A Ride in the current issue of the Columbia press that serves Warrenton and Hammond. We currently are running an ad for the Hwy 30 Connector Route in the Daily Astorian and on the Daily Astorian and Seaside Signal web pages. Very proud of the ad that we just completed that will go in the Chamber Magazine for 2015-2016. The Kiosk outside of Transit Center is finally being used for posting schedules and announcements.

TRAINING- I attended a great 1 hour Social Media class in Astoria with Kathy Kleczek. Presentation was fast and furious but very informative.

Phones and Computers

Admin

- Carol, has moved into a new position as the Paratransit Supervisor. As such she has taken over all paratransit files and folders, as well as the paratransit phone.
- Mary has moved into her new computer.
- Shasia has also been promoted to the new Transportation Options person. Her replacement will soon be taking over her old computer and files.

Mobility

- Currently we are looking into options for the Transit Centers security system. The current system, has had some faults, and is beginning to wear. The current cameras are also not a high enough resolution to capture the detail needed. It has been mentioned, to potentially place cameras on the exterior of the Transit Center, to better cover the property after hours.

RideCare

- Currently I have updated our OBSS test server to the current version, with support for the CCOs. Now we are moving to the second phase, which is testing our 270/271 with the state. Once testing is completed, and confirmed operational, we will verify that all necessary adjustments have been made. I will then apply this to our production system. I hope to have this accomplished in a few weeks.
- A new printer-copier has been ordered and installed in the Ride Center. Their old one was very worn, and ceasing to function.

OPS

- Nothing New

Maps, Schedules and Website

- Nothing New

Conferences and Training

- Nothing New

Other

- Currently I have been planning a major upgrade for the SETD computer systems. This comprehensive upgrade will provide better uptime, meaning we can increase productivity, security, and a better structure for future upgrades and deployments. This overall analysis will also provide a better basis to create cycle, and upgrade time frames for the future.