



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

BOARD MEETING AGENDA

THURSDAY May 24th, 2018

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. APPROVAL OF BOARD MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS-
8. OLD BUSINESS
 - a. CANNON BEACH INTERGOVERNMENTAL AGREEMENT AMENDMENT
 - b. COLUMBIA PACIFIC COORDINATED CARE ORGANIZATION AGREEMENT AMENDMENT
 - c. FARE/PASS POLICY
 - d. BOARD POLICIES UPDATES (302,304,305,307,401,601,703,705)
9. NEW BUSINESS
 - a. ADA PARATRANSIT PLAN UPDATE
 - b. ADVISORY COMMITTEE RESTRUCTURE
 - c. ODOT GRANT AGREEMENT #32499 – TRANSPORTATION OPTIONS PROGRAM
10. CORRESPONDENCE
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. PUBLIC COMMENT (3 minute limit)
14. OTHER ITEMS

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

MAY

2018

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ACT	ACTUAL
ACCTS	ACCOUNTS
ADA	AMERICANS WITH DISABILITIES ACT
ADS	ADVERTISEMENTS
AP	ACCOUNTS PAYABLE
APTA	AMERICAN PUBLIC TRANSPORTATION ASSOCIATION
AR	ACCOUNTS RECEIVABLE
ASC	ASTORIA SENIOR CENTER
BG	BACKGROUND
BLDGING	BUILDING
BOC	BOARD OF COMMISSIONERS
BS	BALANCE SHEET
BUS REG FEE	BUS REGISTRATION FEE
CCC	CLATSOP COMMUNITY COLLEGE
CCCHD	CLATSOP CARE CENTER HEALTH DISTRICT
CCO	COORDINATED CARE ORGANIZATION
CK	CHECK
COMP	COMPUTER
CONF	CONFERENCE
CPCCO	COLUMBIA PACIFIC COORDINATED CARE ORGANIZATION
CRS	CLATSOP REHABILITATION SERVICES
CSR	CUSTOMER SERVICE REPRESENTATIVE
CTAA	COMMUNITY TRANSPORTATION ASSOCIATION OF AMERICA
CTE	CENTER FOR TRANSPORTATION AND THE ENVIRONMENT
DHS	DEPARTMENT OF HUMAN SERVICES
DIST	DISTRICT
DLSM	DRIVE LESS SAVE MORE
DMAP	DIVISION OF MEDICAL ASSISTANCE PROGRAM
DOJ	DEPARTMENT OF JUSTICE
DOT	DEPARTMENT OF TRANSPORTATION
EQUIP	EQUIPMENT
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FTA	FEDERAL TRANSIT ADMINISTRATION
GF	GENERAL FUND
HR	HUMAN RESOURCES
IGA	INTERGOVERNMENTAL AGREEMENT
INFO	INFORMATION
INT	INTEREST
IS	INCOME STATEMENT
ISN	INTEGRATED NETWORK SYSTEM
IT	INFORMATION TECHNOLOGY
LGIP	LOCAL GOVERNMENT INVESTMENT POOL

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

MAY

2018

LGPI	LOCAL GOVERNMENT PERSONNEL INSTITUTE
LRCTP	LONG RANGE COMPREHENSIVE TRANSPORTATION PLAN
MAINT	MAINTENANCE
MBRC	MILES BETWEEN ROAD CALLS
MISC	MISCELLANEOUS
MOS	MONTH
MOU	MEMORANDUM OF UNDERSTANDING
NADTC	NATIONAL AGING AND DISABILITY TRANSPORTATION CENTER
NEMT	NON-EMERGENT MEDICAL TRANSPORTATION
NRTAP	NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM
NTI	NATIONAL TRANSIT INSTITUTE
NWACT	NORTHWEST AREA COMMISSION ON TRANSPORTATION
NWOTA	NORTHWEST OREGON TRANSIT ALLIANCE
NWRC	NORTHWEST RIDE CENTER (NOW KNOWN AS RIDE CARE)
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
OHA	OREGON HEALTH AUTHORITY
OHP	OREGON HEALTH PLAN
OPTC	OREGON PUBLIC TRANSPORTATION CONFERENCE
OPTIS	OREGON PUBLIC TRANSIT INFORMATION SYSTEM
OR	OREGON
OTA	OREGON TRANSIT ASSOCIATION
OTC	OREGON TRANSPORTATION COMMISSION
P&L	PROFIT AND LOSS
PARA	PARA-TRANSIT
PTAC	PUBLIC TRANSPORTATION ADVISORY COMMITTEE
QTR	QUARTER
RAC	RULES ADVISORY COMMITTEE
RAC	RIDE CARE ADVISORY COMMITTEE
RC	RIDE CARE
REHAB	REHABILITATION
RFP	REQUEST FOR PROPOSALS
RFQ	REQUEST FOR QUOTES
RIBTC	RURAL AND INTERCITY BUS TRANSPORTATION CONFERENCE
RPTD	RAIL AND PUBLIC TRANSIT DIVISION
SDAC	SENIOR AND DISABLED ADVISORY COMMITTEE (ALSO KNOWN AS S&D)
SDAO	SPECIAL DISTRICTS ASSOCIATION OF OREGON
SDIS	SPECIAL DISTRICTS INSURANCE SERVICES
SETD	SUNSET EMPIRE TRANSPORTATION DISTRICT
SETD GF	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SETD GEN	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SIP	SERVICE IMPROVEMENT PROGRAM
SSP/0401	ACCOUNT FROM OREGON DEPARTMENT OF HUMAN SERVICES
STF	SPECIAL TRANSPORTATION FUND

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

MAY

2018

STIF	SPECIAL TRANSPORTATION IMPROVEMENT FUND
STIP	SPECIAL TRANSPORTATION IMPROVEMENT PROGRAM
STP	SURFACE TRANSPORTATION PROGRAM
STS	SUNSET TRANSPORTATION SERVICES (NAME CHANGE THAT DIDN'T HAPPEN)
TAC	TECHNICAL ADVISORY COMMITTEE
TECH	TECHNOLOGY
TGM	TRANSPORTATION GRANTS MANAGEMENT
TO	TRANSPORTATION OPTIONS
TPAC	TRANSPORTATION PLAN ADVISORY COMMITTEE
TPJCC	TONGUE POINT JOB CORPS CENTER
TRB	TRANSPORTATION RESEARCH BOARD
TSP	TRANSPORTATION SYSTEMS PLAN
YTD	YEAR TO DATE
ZEP	ZERO EMISSION PROPULSION



**BOARD OF COMMISSIONERS
BOARD MEETING MINUTES**

April 25, 2018

DRAFT

1. CALL TO ORDER- Chair Kathy Kleczek called the meeting to order at 9:05 AM
2. ROLL CALL:
Present: Chair Kathy Kleczek, Vice Chair Carol Gearin, Commissioner Kevin Widener, Commissioner Bryan Kidde, Commissioner Pamela Alegria, Commissioner Tracy MacDonald joined meeting at 9:40 am, Secretary/Treasurer Lylla Gaebel excused
Staff Present: Executive Director Jeff Hazen, Executive Assistant Mary Parker, Finance Officer Tracy Lofstrom, Operations Manager/Deputy Director Paul Lewicki, Human Resources Tami Carlson, RideCare Manager Jason Jones, Transit Center Manager John Layton, Transportation Options Specialist Matthew Weintraub and Driver Steve Smith.
3. CHANGES TO AGENDA- None
4. PUBLIC COMMENT- None
5. APPROVAL OF MARCH 2018 BOARD MEETING MINUTES-
Commissioner Gearin moved to approve the March 22, 2018 Board Minutes
Commissioner Widener seconded the motion
Discussion- Commissioner Alegria noted amended spelling correction
Motion and motion second were amended to approve minutes as corrected.
Motion passed unanimously
6. REPORTS FROM CHAIR AND COMMISSIONERS
 - a. Commissioner Alegria- No Report
 - b. Commissioner Widener- No Report
 - c. Commissioner Gearin- No Report
 - d. Commissioner Kidder- No Report
 - e. Chair Kleczek- Handed out a flyer about the upcoming public participation opportunities being held in Clatsop and Tillamook Counties for the Travel Oregon Tourism Studio that she sits on.
7. FINANCIAL REPORTS- Financial Officer Tracy Lofstrom reviewed the March Financials and Exceptions report. Commissioner Gearin asked how long before the lease expires for the billboard. Tracy said she would find the answer and let the Board know. Commissioner Kidder asked if a survey had ever been done on what prices are for other spaces parking lots in Astoria. Tracy said she would do a survey for comparison. Commissioner Kidder asked if there had been any insurance recovery for replacing the shelter in Seaside. Executive Director Hazen said no.

Commissioner Gearin moved to accept the March 2018 Financials as presented
Commissioner Alegria seconded the motion
Discussion- None
Motion passed unanimously
8. PUBLIC HEARING-RIDECARE FUND SUPPLEMENTAL BUDGET- Chair Kleczek opened a public hearing at 9:20 am to discuss the RideCare Supplemental Budget. Executive Director Hazen reported that due to higher than anticipated provider payments, RideCare Materials & Services has been over budget. Since the change to the adopted budget is greater than 10% the District is required by law to hold a Supplemental Budget Hearing prior to the expenditure of the funds that are in excess of what was appropriated during the budget cycle. Hazen reported

that the projected overage for Material and Services is going to be \$590,387. To fill that gap the current year to date revenues are \$381,970 over budget, personnel services savings are \$82,871 and a contingency from the 2018 budget of \$125,546 if all of these are added together the total equals the predicted \$590,387 needed to balance the budget. Executive Director Hazen said staff is recommending that following the public hearing that the Board approve Resolution 2018-01 adopting the RideCare supplemental budget. Commissioner Alegria asked if there was a state statute number that should be included in the resolution. Executive Director Hazen said he has never seen a statute cited in a supplemental hearing resolution. Chair Kleczek closed the public hear at 9:26 AM.

Commissioner Gearin moved to accept the supplemental budget as presented and approve Resolution 2018-01

Commissioner Widener seconded the motion

Discussion-None

Motion passed by unanimous roll call vote

Name	Aye	Nay	Absent
Chair Kleczek	x		
Commissioner Gaebel			x
Commissioner Gearin	x		
Commissioner Widener	x		
Commissioner MacDonald			x
Commissioner Alegria	x		
Commissioner Kidder	x		

9. OLD BUSINESS

- a. **RIDECARE AGREEMENT WITH COLUMBIA PACIFIC COORDINATED CARE ORGANIZATION (CPCCO)** Executive Director Hazen explained that RideCare has been struggling with reimbursements to the CPCCO. The first contract with the CPCCO was doing well until the State did a redetermination of the membership’s qualifications which resulted in a significant drop in the number of those on the Medicaid roll which has brought RideCare to its current critical state. The initial contract was based on a per-member per month agreement but when the membership dropped things drastically changed and even though there have been changes to the agreement to correct the problems, the first quarter reconciliation for this year shows a loss of \$76,000. Hazen introduced Mimi and Lilly from Columbia Pacific CCO who had prepared a presentation for the Board on their findings. Mimi clarified that the member redetermination was a State issue and was done due to the failed Cover Oregon process and other issues and was not a CCO issue, however 115,000 members were determined ineligible. The CPCCO presentation/proposal determined that there was a cost and utilization problem, not a revenue problem. The proposal suggested that the CPCCO would:

- Finance and fast track SUD treatment alternatives
- Waive the \$76,000 deficit from the CPCCO first quarter reconciliation, pending Finance Committee approval
- RideCare to refund reserves to 45 day solvency using gain share from 2018 contract with the requirement that RideCare inform CPCCO status of reserves if costs continue to rise: CPCCO to review additional support as needed
- CPCCO/CO to provide Technical Assistance on policies, procedures, benefit management, customer service, clinical consultation

Further explanation of the proposal and the turnaround strategy was presented followed by Board discussion of the CPCCO’s proposal.

Commissioner Gearin moved to cancel the contract between RideCare and the CPCCO as of May 31, 2018.

Commissioner Widener seconded the motion

Discussion- Commissioner Widener cited a potential conflict of interest stating he contacted the Oregon Ethics office who said as long as he did not vote twice he is fine, he also said his first allegiance is to Clatsop County and we are out of money and it is not working. Commissioner Alegria asked what it will mean if we stop and all the services are gone? Executive Director Hazen said that the CPCCO will find another provider. Commissioner Gearin said that the RideCare employees work their backsides off and she resented Jason being made out to be the bad guy. Commissioner Gearin also said she would hate to see any employee have to go through a civil law suit and they are being asked to make a possible medical decision on a minute and half phone call...what if they are wrong. Commissioner Kidder asked what the advantage of terminating the contract is versus going back to them and alter the contract as we have done or is the decision to terminate more of forcing action on them to come back with a better offer or is it the same result will take place if we continue to negotiate with them and find we can't do it and will still the service. Chair Kleczek said that we are out of compliance with the CPCCO contract and in order to not be liable we have to terminate the contract. Commissioner MacDonald called for the question. Chair Kleczek called for a roll call vote.

Name	Aye	Nay	Absent
Chair Kleczek	x		
Commissioner Gaebel			x
Commissioner Gearin	x		
Commissioner Widener			Abstained
Commissioner MacDonald	x		
Commissioner Alegria	x		
Commissioner Kidder	x		

Motion passed by a roll call vote with Commissioner Widener abstaining because of a potential conflict of interest due to his also being on the CPCCO board. Chair Kleczek asked staff to draft a letter to the CPCCO stating that SETD will be ending their contract on May 31, 2018 and asked the Board to allow Executive Director Hazen and the Board Chair to sign this letter.

Chair Kleczek called a 5 minute break

10. NEW BUSINESS

a. **DISTRICT CREDIT CARD PURCHASING LIMITS-** Executive Director Hazen proposed that the Board approve an increase in the credit card spending limits for several employees and add a card for Tami Carlson.

	Current Limit	Proposed Limit	
Jeff Hazen	\$2,000	\$2,000	No change needed
Paul Lewicki	\$2,000	\$4,000	Paul uses heavily for maintenance
John Layton	\$2,000	\$4,000	John buys computer related equipment
Mary Parker	\$1,000	\$1,500	Mary buys marketing supplies
Jason Jones	\$1,000	\$1,000	No change needed
Matt W.	\$1,000	\$1,500	Matt travels 3 counties and meetings in the valley
Tami Carlson	\$0	\$1,000	Tami purchases supplies for employee events
Total	\$9,000	\$15,000	

Commissioner Alegria moved to approve the new Credit Card limits as presented.
 Commissioner Widener seconded the motion
 Discussion- Chair Kleczek recommended that Mary's Credit Card limit be moved to \$2000 increasing the monthly totals to \$15,500.
 Commissioner Alegria amended the motion to increase Mary's Credit Card to \$2000 increasing the total Current limit to \$15,500.

Commissioner Widener seconded the amended motion
Motion passed unanimously

- b. EXECUTIVE DIRECTOR TRAVEL PLAN- FISCAL YEAR 2019-Executive Director Hazen presented a spread sheet for his upcoming travel schedule plans for 2019.

Commissioner Kidder moved to accept Executive Director Hazen’s Travel Plan
Commissioner MacDonald seconded the motion

Discussion- Chair Kleczek reminded the Board that this was requested by the Board as part of Executive Director Hazen’s agreement.

Motion passed unanimously

- 11. CORROSPONDENCE- Two letters were passed out to the Board members. One from the ODOT Audit Services confirming that they had received and reviewed the SETD Single Audit for fiscal year ending June 30, 2017 and that there were 2 deficiencies identified in internal controls. The second letter was from the Office of the Secretary of State reminding SETD that: The governing body did not include the estimated period of time needed to complete the planned actions as required (ORS 297.466(2)).
- 12. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen reviewed his report and added that 2 new buses have been delivered for preparation in Portland before being delivered. Hazen also said he received notification that the Low-No Grant has been sent to the State. The new Build Grant that replaced the \$500 million Tiger Grant just opened and has been increased to \$1.5 billion. Commissioner Kidder asked that in light of the decision today, we immediately start working with our RideCare Team to get the business back. If we are leaving the CCO not knowing what to do, maybe we can be that provider for them.
- 13. LEADERSHIP REPORT- LEADERSHIP TEAM REPORTS- Operations- Paul Lewicki, Rider Reports- John Layton, Ride Assist- Jennifer Geisler, Marketing and Outreach- Mary Parker, Ride Care- Jason Jones, Human Resources- Tami Carlson, Transportation Options- Matthew Weintraub
- 14. PUBLIC COMMENT- None
- 15. OTHER ITEMS- Executive Director Hazen introduced Driver Steve Smith who is the attending employee for the April Board meeting. Steve was congratulated for also being the SETD Employee of the Quarter.

Meeting was adjourned at 11:40 AM

Mary Parker, Recording Secretary

Secretary Treasurer Lylla Gaebel

Date _____

An audio recording of the Sunset Empire Transportation District’s Board Meeting is available at: www.ridethebus.org-Board of Commissioners- Monthly Meeting Minutes- April 2018.

Mission Statement

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

Sunset Empire Transportation District
APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the May 2018 Board of Commissioner's Meeting

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

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$2,069,480 (\$164,498 more than budget), 91% of annual budget and 108.6% of monthly budget. YTD Total Materials & Services was \$641,969 (\$116,632 less than budget), 70% of annual budget and 84.6% of monthly budget.

Revenue

- 4000 Fares: Revenues for the month were \$39 shy of monthly budget; and are better than budget year to date \$51,841.
- 4100 Contract Service-IGA: Cannon Beach was billed. Payment was received in May.
- 4205 Property Taxes: \$6,132 was received on 4/4/18.
- 4271 Billboard Lease: Payment of \$1200 was received in January 2018.
- 4272 Parking: All parking spaces are leased out.
- 4273 Charging Station: Payment of \$320.47 was received in May 2017.
- 4300 Interest: March interest for General Fund was \$1294.
- 4310 Misc. Income: \$16 for laminating.
- 5000 Grants: Grant reimbursements billing for Q3 was submitted May 15th.
- 5080 Oregon STF Funds: \$23,310 was received.

Expense

- 6005 Salaries & Wages: Under budget for the month by \$18,202. Better than budget YTD by \$139,475.
- 7000 RC Provider Payments: All Veteran provider rides. Actual for April was \$432.
- 8005 Audit: Over budget for the year by \$12,426. Audit is complete for 2017.
- 8031 Website/On-line SW Sub: \$422 for email accounts.
- 8065 Education/Outreach: Marketing for 25th anniversary and Tillamook County for marketing and bus stop signs.
- 8120 Office Supplies: ID Cards for employees, literature rack and postage.
- 8170 Vehicle Maint & Repairs: Down \$18,656 YTD.
- END

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

Sunset Empire Transportation District

APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the May 2018 Board of Commissioner's Meeting

Ride Care Fund Profit and Loss

Ride Care's (RC) total Income is 87% of total budget. YTD revenues of \$2,829,486 are \$340,986 more than Budget. YTD Interest Income of \$7,018 is \$2518 better than budgeted YTD. Materials & Services of \$2,888,667 are \$611,797 more than budget and are 106% of YTD budget.

Income

- 4300 Interest: Interest earned is \$436.
- 4500 RC Provider Service Reimbursement: Higher than budgeted by \$28,480 for the month. Ahead of budget by \$316,010.

Expense

- 6005 Salaries and Wages: Below budget \$72,371 YTD.
- 7000 Contract Providers: Major providers include K &M \$40,317- AAA Ride Assist \$14,078 - Wapato \$71,415 - Ryan \$30,809 - Elliott \$14,842 – Tillamook \$56,942 and Medix \$19,389. Gas Vouchers accounted for \$19,192. Provider payments is over budget by \$687,613 YTD.
- 7030 Bus Passes: Over budget YTD by \$14,925. \$290 under budget for the month.
- 8065 Education/Outreach: \$1,036 Magazine Ad.
- END

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Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
April 2018

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
Ordinary Income/Expense					Better		
Income					(Worse)		
4000 FARES	26,944.96	26,984.00	280,372.86	228,532.00	51,840.86	273,000.00	103%
4090 DONATIONS/COMMISSIONS	357.94	1,075.00	14,511.54	10,750.00	3,761.54	12,900.00	112%
4100 CONTRACTED SERVICES-IGA	9,826.00	10,325.00	109,046.92	103,250.00	5,796.92	123,900.00	88%
4200 TAXES					0.00		
4205 PROPERTY TAXES					0.00		
4207 Prior Year Property Tax	1,177.88	1,700.00	20,727.28	20,300.00	427.28	22,000.00	94%
4205 PROPERTY TAXES - Other	4,954.30	4,800.00	903,635.08	844,800.00	58,835.08	870,000.00	104%
Total 4205 PROPERTY TAXES	6,132.18	6,500.00	924,362.36	865,100.00	59,262.36	892,000.00	104%
4210 LAND SALES	0.00		0.00		0.00		
4215 US FISH & WILDLIFE	0.00		185.76		185.76		
Total 4200 TAXES	6,132.18	6,500.00	924,548.12	865,100.00	59,448.12	892,000.00	104%
4250 TIMBER SALES	0.00	0.00	271,589.57	130,000.00	141,589.57	160,000.00	170%
4260 MASS TRANSIT ASSESSMENT	19,462.57	16,750.00	52,990.83	50,250.00	2,740.83	67,000.00	79%
4270 RENTAL INCOME					0.00		
4271 BILLBOARD LEASE	0.00		1,200.00	1,200.00	0.00	1,200.00	100%
4272 PARKING SPACES	760.00	760.00	6,792.50	7,600.00	(807.50)	9,120.00	74%
4273- Charging Station	0.00	0.00	0.00	0.00	0.00	200.00	0%
Total 4270 RENTAL INCOME	760.00	760.00	7,992.50	8,800.00	(807.50)	10,520.00	76%
4300 INTEREST	1,294.24	400.00	10,098.36	4,000.00	6,098.36	4,800.00	210%
4310 MISC INCOME	16.00		5,124.07		5,124.07		
4500 RC PROVIDER SERVICE REIM	0.00	0.00	-830.85	0.00	(830.85)	0.00	
5000 GRANTS							
5001 ODOT GRANTS							
5002 5311 GRANT OPERATIONS	0.00	0.00	163,230.00	297,656.00	(134,426.00)	455,656.00	36%
5003 5310 MOBILITY MGT GRANT	0.00	0.00	18,741.00	50,300.00	(31,559.00)	75,133.00	25%
5004 PREV MAINTENANCE GRANT	0.00	0.00	31,910.00	41,111.00	(9,201.00)	61,473.00	52%
5005 CAPITAL PURCHASES GRANT	0.00	0.00	38,801.00	38,480.00	321.00	58,985.00	66%
5006 TRANS OPTIONS DR LESS CON	0.00		33,881.00	0.00	33,881.00	0.00	

Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
April 2018

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
5007 5305 PLANNING/FEASIBILITY	0.00		20,303.00		20,303.00		
5015 INTERCITY GRANT (Hwy 30)	0.00		-9,000.00		(9,000.00)		
5001 ODOT GRANTS - Other	0.00		0.00		0.00		
Total 5001 ODOT GRANTS	0.00	0.00	297,866.00	427,547.00	(129,681.00)	651,247.00	46%
5050 MISC GRANTS	0.00	0.00	1,351.00	18,000.00	(16,649.00)	24,000.00	6%
Total 5000 GRANTS	0.00	0.00	299,217.00	445,547.00	(146,330.00)	675,247.00	44%
5080 OREGON STF FUNDS	23,310.00	14,688.00	93,240.00	58,753.00	34,487.00	58,753.00	159%
Other Types of Income							
Other Types of Income - Other	0.00		343.47		343.47		
Total Other Types of Income	0.00		343.47				
Total Income	88,103.89	77,482.00	2,068,244.39	1,904,982.00		2,278,120.00	91%
Gross Profit	88,103.89	77,482.00	2,068,244.39	1,904,982.00	163,262.39	2,278,120.00	91%
Expense					0.00		
1. PERSONNEL SERVICES					0.00		
6005 SALARIES & WAGES	97,409.28	93,944.00	984,849.13	1,033,427.00	48,577.87	1,221,315.00	81%
6200 PAYROLL EXPENSES	8,326.94	11,168.00	98,114.46	122,859.00	24,744.54	145,195.00	68%
6300 EMPLOYEE BENEFITS	8,713.53	27,540.00	236,792.45	302,945.00	66,152.55	358,025.00	66%
Total 1. PERSONNEL SERVICES	114,449.75	132,652.00	1,319,756.04	1,459,231.00	139,474.96	1,724,535.00	77%
2. MATERIALS & SERVICES							
7000 RC PROVIDER PAYMENTS	431.58	183.00	8,759.51	1,834.00	(6,925.51)	2,200.00	398%
7030 BUS PASSES	0.00	0.00	0.00	0.00	0.00	0.00	
8005 AUDIT	0.00	2,135.00	27,956.20	15,530.00	(12,426.20)	28,652.00	98%
8006 ADS (HR JOB POSTING)	0.00	350.00	3,025.07	3,500.00	474.93	4,200.00	72%
8010 BANK FEES	152.72	279.00	1,422.02	2,785.00	1,362.98	3,341.00	43%
8020 BLDING & GROUNDS MAINT	2,718.58	2,656.00	41,754.05	26,566.00	(15,188.05)	31,878.00	131%
8030 COMP-INFO-TECH SERVICES					0.00		
8031 WEBSITE/ON-LINE SW SUB	421.80		7,625.67		(7,625.67)		
8032 SUPPORT SERVICES/CONTRACTS	5,664.17		48,766.82	0.00	(48,766.82)	0.00	
8030 COMP-INFO-TECH SERVICES - Other	0.99	3,648.00	2.97	70,876.00	70,873.03	78,172.00	0%
Total 8030 COMP-INFO-TECH SERVICES	6,086.96	3,648.00	56,395.46	70,876.00	14,480.54	78,172.00	72%

Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
April 2018

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8035 CONF TRAINING & TRAVEL	2,316.95	1,379.00	21,794.84	19,604.00	(2,190.84)	24,084.00	90%
8040 DONATIONS/CONTRIBUTIONS	0.00		-225.52		225.52		
8045 DRUG/ALCOHOL/BG CHECKS	110.00	416.00	2,532.40	4,168.00	1,635.60	5,000.00	51%
8050 DUES SUBSCRIPTIONS & FEES	679.17	650.00	11,449.79	16,567.00	5,117.21	19,143.00	60%
8053 IGA - DUES AND FEES	2,500.00		10,000.00	0.00	(10,000.00)	0.00	
8055 DURABLE EQUIP/SMALL TOOLS	1,184.59	5,366.00	12,965.23	53,668.00	40,702.77	64,400.00	20%
8061 EQUIPMENT LEASE/RENT	188.00	458.00	2,643.66	4,584.00	1,940.34	5,500.00	48%
8065 EDUCATION/OUTREACH	10,387.35	3,333.00	13,161.89	33,334.00	20,172.11	40,000.00	33%
8070 EMPLOYEE RECOGNITION	816.85	823.00	7,654.22	8,234.00	579.78	9,880.00	77%
8072 Election Fees	0.00		0.00	0.00	0.00	0.00	
8075 FUEL	14,804.24	21,039.00	139,234.74	210,394.00	71,159.26	252,472.00	55%
8080 INSURANCE	0.00	1,895.00	77,221.56	47,687.00	(29,534.56)	61,479.00	126%
8090 LEGAL ADS	201.60	50.00	339.70	300.00	(39.70)	800.00	42%
8095 LEGAL COUNSEL	0.00	500.00	2,117.50	5,600.00	3,482.50	6,400.00	33%
8100 MEETING EXPENSE	53.50	146.00	776.24	1,468.00	691.76	1,760.00	44%
8120 OFFICE SUPPLIES	2,085.52	1,446.00	12,881.15	14,460.00	1,578.85	17,352.00	74%
8130 PAYROLL PROCESSING FEES	117.04	162.00	1,211.63	1,804.00	592.37	2,128.00	57%
8135 PRINTING	711.45	2,816.00	4,108.89	28,168.00	24,059.11	33,800.00	12%
8139 PROFESSIONAL SERVICES	1,408.00	3,520.00	37,081.20	35,200.00	(1,881.20)	42,240.00	88%
8140 SUBGRANT PASS THROUGH	0.00		4,250.00	0.00	(4,250.00)	0.00	
8150 TAXES/LICENSES/BUS REG FEE	0.00	125.00	3,634.38	250.00	(3,384.38)	330.00	1101%
8155 TELEPHONE/INTERNET SERVICE	3,600.05	2,558.00	39,034.12	25,586.00	(13,448.12)	30,702.00	127%
8160 UNIFORMS	155.08	910.00	1,628.86	9,104.00	7,475.14	10,924.00	15%
8165 UTILITIES	1,989.59	1,733.00	15,816.19	17,330.00	1,513.81	20,796.00	76%
8170 VEHICLE MAINT & REPAIRS	6,505.21	10,000.00	81,343.73	100,000.00	18,656.27	120,000.00	68%
Total 2. MATERIALS & SERVICES	59,204.03	68,576.00	641,968.71	758,601.00	116,632.29	917,633.00	70%
Total Expense	173,653.78	201,228.00	1,961,724.75	2,217,832.00	256,107.25	2,642,168.00	74%
Net Ordinary Income	-85,549.89	-123,746.00	106,519.64	-312,850.00	-419,369.64	-364,048.00	-29%
Other Income/Expense							
Other Expense							

Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
April 2018

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
3. OTHER EXPENSES							
9610 CLATSOP BANK-PRINCIPAL	5,984.69	5,967.86	58,424.13	58,471.23	47.10	70,517.00	83%
9611 CLATSOP BANK-LOAN INT	588.81	605.84	7,310.87	7,263.77	(47.10)	8,365.00	87%
Total 3. OTHER EXPENSES	6,573.50	6,573.70	65,735.00	65,735.00	0.00	78,882.00	83%
9600 DEBT SERVICE & INTERES-FEE	258.40		440.80		(440.80)		
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	41,800.00	41,800.00	0.00	41,800.00	100%
9626 SDAO FLEXLEASE-INTEREST	2,294.25	0.00	5,685.75	3,690.00	-1,995.75	7,041.00	81%
9700 CAPITAL EXPENSE	0.00	0.00	0.00	0.00	0.00	28,000.00	0%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	200,000.00	0%
9850 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	104,208.00	0%
Total Other Expense	9,126.15	6,573.70	113,661.55	111,225.00	-2,436.55	459,931.00	25%
Net Other Income	-9,126.15	-6,573.70	-113,661.55	-111,225.00	2,436.55	-459,931.00	25%
	-94,676.04	-130,319.70	-7,141.91	-424,075.00	-416,933.09	-823,979.00	1%

Sunset Empire Transportation District
Profit & Loss Budget Performance-RiDECARE
April 2018

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
Ordinary Income/Expense					Better		
Income					(Worse)		
4300 INTEREST	435.88	450.00	7,018.10	4,500.00	2,518.10	5,400.00	130%
4310 MISC INCOME	0.00		22,458.00		22,458.00		
4500 RC PROVIDER SERVICE REIM	276,880.38	248,400.00	2,800,010.30	2,484,000.00	316,010.30	3,230,727.00	87%
Total Income	277,316.26	248,850.00	2,829,486.40	2,488,500.00	340,986.40	3,236,127.00	87%
Gross Profit	277,316.26	248,850.00	2,829,486.40	2,488,500.00	340,986.40	3,236,127.00	87%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	24,625.61	26,667.00	269,672.02	293,343.00	23,670.98	346,677.00	78%
6200 PAYROLL EXPENSES	2,065.30	3,366.00	25,286.05	37,026.00	11,739.95	43,758.00	58%
6300 EMPLOYEE BENEFITS	1,689.52	8,847.00	60,367.32	97,327.00	36,959.68	115,021.00	52%
Total 1. PERSONNEL SERVICES	28,380.43	38,880.00	355,325.39	427,696.00	72,370.61	505,456.00	70%
2. MATERIALS & SERVICES					0.00		
7000 RC PROVIDER PAYMENTS	302,683.55	211,451.00	2,802,121.09	2,114,508.00	(687,613.09)	2,537,410.00	110%
7030 BUS PASSES	1,210.00	1,500.00	29,925.00	15,000.00	(14,925.00)	18,000.00	166%
7050 DMAP/CCO Annual Adjustment	0.00		0.00	0.00	0.00	0.00	
8005 AUDIT	0.00	0.00	8,123.80	7,450.00	(673.80)	9,048.00	90%
8006 ADS (HR JOB POSTING)	0.00	20.00	351.82	160.00	(191.82)	200.00	176%
8010 BANK FEES	0.10	14.00	118.45	143.00	24.55	171.00	69%
8020 BLDING & GROUNDS MAINT	556.43	802.00	4,612.73	8,024.00	3,411.27	9,628.00	48%
8025 BUS PASSES	0.00	0.00	0.00	0.00	0.00	0.00	
8030 COMP-INFO-TECH SERVICES					0.00		
8031 WEBSITE/ON-LINE SW SUB	133.20		1,701.62		(1,701.62)		
8032 SUPPORT SERVICES/CONTRACTS	608.99		2,606.71	0.00	(2,606.71)	0.00	
8030 COMP-INFO-TECH SERVICES - Other	0.00	1,453.00	0.00	49,532.00	49,532.00	52,438.00	0%
Total 8030 COMP-INFO-TECH SERVICES	742.19	1,453.00	4,308.33	49,532.00	45,223.67	52,438.00	8%
8035 CONF TRAINING & TRAVEL	0.00	300.00	977.77	6,446.00	5,468.23	8,046.00	12%
8045 DRUG/ALCOHOL/BG CHECKS	0.00	145.00	1,716.00	1,439.00	(277.00)	1,725.00	99%

Sunset Empire Transportation District
Profit & Loss Budget Performance-RiDECARE
April 2018

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8050 DUES SUBSCRIPTIONS & FEES	0.00	350.00	238.63	3,298.00	3,059.37	3,698.00	6%
8055 DURABLE EQUIP/SMALL TOOLS	0.00	1,016.00	229.44	10,168.00	9,938.56	12,200.00	2%
8065 EDUCATION/OUTREACH	1,036.00	168.00	1,161.00	1,668.00	507.00	2,000.00	58%
8070 EMPLOYEE RECOGNITION	0.00	343.00	771.65	3,434.00	2,662.35	4,120.00	19%
8072 Election Fees	0.00		0.00	0.00	0.00	0.00	
8080 INSURANCE	0.00	0.00	6,231.89	5,110.00	(1,121.89)	6,814.00	91%
8090 LEGAL ADS	46.20		46.20	0.00	-46.20	0.00	
8095 LEGAL COUNSEL	0.00	42.00	0.00	417.00	417.00	500.00	0%
8100 MEETING EXPENSE	0.00	53.00	82.88	534.00	451.12	640.00	13%
8120 OFFICE SUPPLIES	461.31	441.00	2,746.59	4,416.00	1,669.41	5,298.00	52%
8130 PAYROLL PROCESSING FEES	36.96	34.00	382.62	376.00	(6.62)	444.00	86%
8135 PRINTING	1.27	133.00	35.08	1,334.00	1,298.92	1,600.00	2%
8139 PROFESSIONAL SERVICES	303.00	250.00	2,871.00	2,500.00	(371.00)	3,000.00	96%
8155 TELEPHONE/INTERNET SERVICE	1,104.66	3,218.00	14,859.72	32,182.00	17,322.28	38,618.00	38%
8160 UNIFORMS	0.00	83.00	0.00	834.00	834.00	1,000.00	0%
8165 UTILITIES	764.18	789.00	6,755.33	7,897.00	1,141.67	9,475.00	71%
Total 2. MATERIALS & SERVICES	308,945.85	222,605.00	2,888,667.02	2,276,870.00	(611,797.02)	2,726,073.00	106%
Total Expense	337,326.28	261,485.00	3,243,992.41	2,704,566.00	(539,426.41)	3,231,529.00	100%
Net Ordinary Income	-60,010.02	-12,635.00	-414,506.01	-216,066.00	198,440.01	4,598.00	-9015%
Other Income/Expense					0.00		
Other Expense					0.00		
9600 DEBT SERVICE & INTERES-FEE	81.60		139.20		(139.20)		
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	13,200.00	13,200.00	0.00	13,200.00	100%
9626 SDAO FLEXLEASE-INTEREST	724.50	0.00	1,795.50	2,224.00	428.50	3,336.00	54%
9655 DMAP REPAYMENT AGREEMENT	0.00	0.00	274,458.75	307,062.00	32,603.25	343,405.00	80%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	125,546.00	0%
Total Other Expense	806.10	0.00	289,593.45	322,486.00	32,892.55	485,487.00	60%
Net Other Income	-806.10	0.00	-289,593.45	-322,486.00	(32,892.55)	-485,487.00	60%
	-60,816.12	-12,635.00	-704,099.46	-538,552.00	165,547.46	-480,889.00	146%

Sunset Empire Transportation District
Balance Sheet
 As of April 30, 2018

	<u>Apr 30, 18</u>		
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings	1,132,243.47	Current Liabilities	
Accounts Receivable	-168,058.77	Accounts Payable	153,566.87
Other Current Assets		Other Current Liabilities	84,430.60
1400 PREPAID EXPENSES	484.81	Total Current Liabilities	<u>237,997.47</u>
1500 UNDEPOSITED FUNDS	1,113.00	Long Term Liabilities	
Total Other Current Assets	<u>1,597.81</u>	2800 INTERCOMPANY DUE TO/FROM	
Total Current Assets	<u>965,782.51</u>	2810 DUE TO RIDE CARE	-37,934.82
TOTAL ASSETS	<u><u>965,782.51</u></u>	2815 DUE TO/(FROM) SETD G F	37,934.82
		Total 2800 INTERCOMPANY DUE TO/FROM	<u>0.00</u>
		Total Long Term Liabilities	<u>0.00</u>
		Total Liabilities	<u>237,997.47</u>
		Equity	
		3100 NWRC PRIOR PERIOD ADJUST	8,891.00
		3200 GF PRIOR PERIOD ADJUST	-8,891.00
		3700 FUND BALANCE NWRC-RESTRICT	1,311,117.11
		3800 FUND BALANCE GENERAL FUND	780,850.87
		3900 RETAINED EARNINGS	-654,177.60
		Net Income	<u>-710,005.34</u>
		Total Equity	<u>727,785.04</u>
		TOTAL LIABILITIES & EQUITY	<u><u>965,782.51</u></u>

**Sunset Empire Transportation District
A/R Aging Summary
As of April 30, 2018**

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CITY OF CANNON BEACH - A/R	9,826.00	2,683.00	0.00	0.00	0.00	12,509.00
DHS - CHILD WELFARE-CLATSOP	663.00	1,719.00	0.00	0.00	0.00	2,382.00
ODOT	0.00	0.00	0.00	0.00	3,342.00	3,342.00
PROVIDENCE ELDERPLACE	0.00	90.00	0.00	0.00	0.00	90.00
Providence Seaside Hospital	0.00	30.00	0.00	0.00	0.00	30.00
RC-SETD PARA	0.00	0.00	0.00	0.00	3,653.00	3,653.00
RIDECARE ADMIN	0.00	0.00	0.00	0.00	0.00	0.00
SETD	0.00	0.00	0.00	0.00	7.00	7.00
TRANSIT CENTER	0.00	0.00	0.00	3,775.00	0.00	3,775.00
TOTAL	<u><u>10,489.00</u></u>	<u><u>4,522.00</u></u>	<u><u>0.00</u></u>	<u><u>3,775.00</u></u>	<u><u>7,002.00</u></u>	<u><u>25,788.00</u></u>

Sunset Empire Transportation District
A/P Aging Summary
As of April 30, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ALSCO	77.54	0.00	0.00	0.00	0.00	77.54
ASTORIA FORD	35.65	0.00	0.00	0.00	0.00	35.65
ASTORIA, CITY OF	552.54	0.00	0.00	0.00	0.00	552.54
BIO-MED TESTING SERVICES, INC	0.00	55.00	0.00	0.00	0.00	55.00
CLASSIC TOWING	225.00	0.00	0.00	0.00	0.00	225.00
COASTAL LOCK -N- KEY, LLC	70.00	0.00	0.00	0.00	0.00	70.00
CoastCom, Inc.	0.00	-3,768.27	0.00	0.00	0.00	-3,768.27
E-SMITH, SCOTT	10.00	0.00	0.00	0.00	0.00	10.00
EARTH2O	206.71	0.00	0.00	0.00	0.00	206.71
ENGLUND MARINE SUPPLY CO, INC	123.18	99.98	0.00	0.00	0.00	223.16
EO MEDIA GROUP	701.60	0.00	0.00	0.00	0.00	701.60
EVERBANK	188.00	0.00	0.00	0.00	0.00	188.00
GLASCO GLASS CO. LLC	25.00	0.00	0.00	0.00	0.00	25.00
GNSA	286.02	0.00	0.00	0.00	0.00	286.02
HOME DEPOT CREDIT SERVICES	0.00	-48.61	48.61	0.00	0.00	0.00
JACKSON & SON OIL, INC.	3,134.37	0.00	0.00	0.00	0.00	3,134.37
LAZERQUICK	50.57	0.00	0.00	0.00	0.00	50.57
MTR WESTERN BUS	1,767.41	0.00	0.00	0.00	0.00	1,767.41
NW NATURAL	155.94	0.00	0.00	0.00	0.00	155.94
O'REILLY AUTO PARTS	244.32	0.00	0.00	0.00	0.00	244.32
OFFICE DEPOT	1,377.12	0.00	0.00	0.00	0.00	1,377.12
PACIFIC POWER	855.88	0.00	0.00	0.00	0.00	855.88
POLK RILEY'S PRINTING, INC.	47.00	0.00	0.00	0.00	0.00	47.00
PRECISION ALIGNMENT	960.00	0.00	0.00	0.00	0.00	960.00
RC-AAA RIDE ASSIST LLC	3,005.44	0.00	0.00	0.00	0.00	3,005.44
RC-COLUMBIA COUNTY RIDER	1,509.00	0.00	0.00	0.00	0.00	1,509.00
RC-ELLIOTT'S TRANSPORT	3,810.80	0.00	0.00	0.00	0.00	3,810.80
RC-K & M MEDIVAN	10,435.48	0.00	0.00	0.00	0.00	10,435.48
RC-LEE, RYAN	7,753.14	0.00	0.00	0.00	0.00	7,753.14
RC-MEDIX AMBULANCE	5,254.00	0.00	0.00	0.00	0.00	5,254.00
RC-METRO WEST AMBULANCE	4,093.77	0.00	0.00	0.00	0.00	4,093.77
RC-MTN RETREAT SECURE TRANSPORT	828.00	0.00	0.00	0.00	0.00	828.00
RC-SETD-PARA	1,040.00	0.00	0.00	0.00	0.00	1,040.00
RC-SKINNYS TEXACO	3,209.28	0.00	0.00	0.00	0.00	3,209.28
RC-TILLAMOOK COUNTY TRANSPORTATION	27,639.00	0.00	0.00	0.00	0.00	27,639.00
RC-WAPATO SHORES, INC	14,981.33	0.00	0.00	0.00	0.00	14,981.33
SUNSET EMPIRE PARK & REC. DIST	720.00	0.00	0.00	0.00	0.00	720.00
TILLAMOOK COUNTY DISTRICT	6,780.00	0.00	0.00	0.00	0.00	6,780.00
TOGO2013	100.00	0.00	0.00	0.00	0.00	100.00
V-CARTER, JOHN	51.30	0.00	0.00	0.00	0.00	51.30
VERIZON WIRELESS	721.51	0.00	0.00	0.00	0.00	721.51
Wadsworth Electric	133.98	0.00	0.00	0.00	0.00	133.98
WALTER E. NELSON CO. OF ASTORIA	256.44	0.00	0.00	0.00	0.00	256.44
WILCOX & FLEGEL	11,669.87	0.00	0.00	0.00	0.00	11,669.87
TOTAL	<u>115,086.19</u>	<u>-3,661.90</u>	<u>48.61</u>	<u>0.00</u>	<u>0.00</u>	<u>111,472.90</u>

Sunset Empire Transportation District Check Detail April 2018

Num	Date	Name	Paid Amount
5133	04/03/2018	RC-ELLIOTT'S TRANSPORT	5,371.60
5135	04/03/2018	RC-K & M MEDIVAN	10,915.36
5136	04/03/2018	RC-MEDIX AMBULANCE	6,569.04
5140	04/03/2018	RC-TILLAMOOK COUNTY TRANSPORTATION	18,994.10
5141	04/03/2018	RC-WAPATO SHORES, INC	20,213.83
5149	04/09/2018	RC-K & M MEDIVAN	9,776.96
5151	04/09/2018	RC-MEDIX AMBULANCE	6,489.90
5156	04/09/2018	RC-TILLAMOOK COUNTY TRANSPORTATION	7,135.00
5157	04/09/2018	RC-WAPATO SHORES, INC	18,106.02
5164	04/17/2018	RC-K & M MEDIVAN	9,670.72
5165	04/17/2018	RC-LEE, RYAN	8,822.92
5167	04/17/2018	RC-METRO WEST AMBULANCE	5,592.00
5171	04/17/2018	RC-TILLAMOOK COUNTY TRANSPORTATION	13,714.00
5173	04/17/2018	RC-WAPATO SHORES, INC	16,337.16
5175	04/17/2018	RC-WILCOX & FLEGEL	7,117.33
5180	04/23/2018	RC-K & M MEDIVAN	10,434.10
5181	04/23/2018	RC-LEE, RYAN	10,562.50
5186	04/23/2018	RC-TILLAMOOK COUNTY TRANSPORTATION	8,804.00
5187	04/23/2018	RC-WAPATO SHORES, INC	21,990.58
17917	04/23/2018	PACIFICSOURCE ADMINISTRATORS	6,673.29
17922	04/23/2018	WILCOX & FLEGEL	11,309.30
17923	04/24/2018	CARD SERVICE CENTER	5,595.76
Total			240,195.47

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
04/16/2018	0342 3/9 TO 4/6

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

PAID

Bill Due	05/16/2018
Terms	
Memo	MAR 9 TO APR 6

Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	0326 - HAZEN CLARION HOTEL - REFUND FOR POOR SERVICE - TRANSIT SUMMIT	-100.56		ADMINISTRATION
8038 TRAVEL	CARL'S JR. - FOOD FOR JEFF FOR PTAC MEETING	8.49		ADMINISTRATION
8038 TRAVEL	MCGRATH'S FISH HOUSE - FOOD FOR JEFF FOR PTAC MEETING	15.74		ADMINISTRATION
8038 TRAVEL	UNITED VACATIONS - AIRFARE FOR JEFF FOR CTAA	1,271.67		ADMINISTRATION
8038 TRAVEL	ARBY'S - FOOD FOR JEFF FOR PTAC MEETING	8.19		ADMINISTRATION
8022 B&M JANITORIAL	SAFEWAY - AIR FRESHNER FOR TRANSIT CENTER	6.99		ADMINISTRATION
8030 COMP-INFO-TECH SERVICES	APPLE - STORAGE FOR IPAD	0.99		ADMINISTRATION
8120 OFFICE SUPPLIES	FRED MEYER - SPEAKER FOR TRANSIT CENTER	69.99		ADMINISTRATION
8038 TRAVEL	MINER LANDING - FOOD FOR JEFF FOR FARE POLICY TRAINING	29.06		ADMINISTRATION
8038 TRAVEL	KING COUNTY METRO - TRANSPORTATION FOR JEFF FOR FARE POLICY CLASS	2.75		ADMINISTRATION
8038 TRAVEL	SALUMI ARTISAN CURED - FOOD FOR JEFF FOR FARE POLICY CLASS	16.26		ADMINISTRATION
8038 TRAVEL	KING COUNTY METRO - TRANSPORTATION FOR JEFF FOR FARE POLICY CLASS	2.75		ADMINISTRATION
8038 TRAVEL	KING COUNTY METRO - TRANSPORTATION FOR JEFF FOR FARE POLICY CLASS	2.50		ADMINISTRATION

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
04/16/2018	0342 3/9 TO 4/6

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

PAID

Bill Due	05/16/2018
Terms	
Memo	MAR 9 TO APR 6

Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	KING STREET & OVEN - FOOD FOR JEFF FOR FARE POLICY CLASS	15.54		ADMINISTRATION
8038 TRAVEL	BELLTOWN INN - LODGING FOR JEFF FOR FARE POLICY CLASS	277.32		ADMINISTRATION
8038 TRAVEL	GRAND CENTRAL BAKERY - FOOD FOR JEFF FOR FARE POLICY CLASS	13.92		ADMINISTRATION
8038 TRAVEL	KING COUNTY METRO - TRANSPORTATION FOR JEFF FOR FARE POLICY CLASS	2.75		ADMINISTRATION
8021 B&M GENERAL	0284 - JONES ROSS STORES - OFFICE DECOR	29.98	RIDECARE ADMIN	ADMINISTRATION ADMINISTRATION
8120 OFFICE SUPPLIES	HOME DEPOT - ITEMS FOR RIDECARE MOVE	58.93	RIDECARE ADMIN	ADMINISTRATION
8021 B&M GENERAL	HOME DEPOT - ITEMS FOR RIDECARE MOVE	23.97	RIDECARE ADMIN	ADMINISTRATION
8120 OFFICE SUPPLIES	FRED MEYER - OFFICE SUPPLIES	14.68	RIDECARE ADMIN	ADMINISTRATION
8032 SUPPORT SERVICES/CONTRACT	0334 - LAYTON ADOBE - SOFTWARE SUBSCRIPTION FOR JOHN AND MARY	34.98		ADMINISTRATION ADMINISTRATION
8032 SUPPORT SERVICES/CONTRACT	ORECX - YEARLY SUBSCRIPTION FOR CALL RECORDING FOR RIDECARE	80.00	RIDECARE ADMIN	ADMINISTRATION
8135 PRINTING	BUSINESS CHECKS PRINTING - DEPOSIT SLIPS	218.05		ADMINISTRATION
8056 COMPUTER HARDWARE	LENVOVO - COMPUTER FOR TRANSIT CENTER	772.98		ADMINISTRATION

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
04/16/2018	0342 3/9 TO 4/6

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

PAID

Bill Due	05/16/2018
Terms	
Memo	MAR 9 TO APR 6

Expenses

Account	Memo	Amount	Customer:Job	Class
8120 OFFICE SUPPLIES	0946 - LEWICKI FULLIDENTITY.COM - EMPLOYEE ID CARDS	375.00		ADMINISTRATION
8022 B&M JANITORIAL	ASTORIA JANITORIAL - OPS OFFICE PAINTING PROJECT	320.04		ADMINISTRATION
8021 B&M GENERAL	HOME DEPOT - OPS OFFICE PAINTING PROJECT	4.67		ADMINISTRATION
8121 POSTAGE-SHIPPING	UPS STORE - SHIPPING	2.49		ADMINISTRATION
8120 OFFICE SUPPLIES	YOUNG'S BAY ELECTRONIC - NETWORK CABLE FOR OPS	15.97		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	FRED MEYER - SUPPLIES FOR DENNY'S PARTY	36.96		ADMINISTRATION
8120 OFFICE SUPPLIES	FRED MEYER - SUPPLIES FOR BUS CAMERAS	15.98		ADMINISTRATION
8100 MEETING EXPENSE	PIG AND PANCAKE - FOOD FOR DENNY'S PARTY	54.10		ADMINISTRATION
8056 COMPUTER HARDWARE	STAPLES - COMPUTER FOR OPS TRAINING	372.98		ADMINISTRATION
8120 OFFICE SUPPLIES	AMAZON - LITERATURE RACKS AND POPCORN MACHINE FOR OPS	468.50		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	MAIN STREET MARKET - FOOD FOR EMPLOYEE BBQ	159.80		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	FRED MEYER - FOOD FOR EMPLOYEE BBQ	138.14		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	MINI MART - SUPPLIES FOR EMPLOYEE BBQ	5.07		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	MINI MART - SUPPLIES FOR EMPLOYEE BBQ	9.90		ADMINISTRATION
8120 OFFICE SUPPLIES	FRED MEYER - CLOCK FOR OPS	17.49		ADMINISTRATION
8023 B&M SHELTER CLEAN & REPAI	RITE AID - BUS SHELTER SUPPLIES	4.99		ADMINISTRATION
	0020 - PARKER			

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
04/16/2018	0342 3/9 TO 4/6

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

PAID

Bill Due	05/16/2018
Terms	
Memo	MAR 9 TO APR 6

Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	PFRIEM FAMILY BREW - FOOD FOR MARY FOR COMMUNITY TRANSPORTATION ASSOC. TRAINING	27.00		ADMINISTRATION
8038 TRAVEL	HOOD RIVER BEST WESTERN - LODGING FOR MARY FOR COMMUNITY TRANSPORTATION ASSOC. TRAINING	326.10		ADMINISTRATION
8121 POSTAGE-SHIPPING	STAMPS.COM - POSTAGE	15.99		ADMINISTRATION
8100 MEETING EXPENSE	MINI MART - FOOD FOR VETERAN'S MEETING	16.27		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	DOLLAR TREE - FOOD FOR EMPLOYEE BBQ	8.00		ADMINISTRATION
8121 POSTAGE-SHIPPING	STAMPS.COM - STAMPS	50.00		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	WALGREEN'S - FOOD FOR BOARD MEETING	24.33		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	STARBUCKS - FOOD FOR BOARD MEETING	33.90		ADMINISTRATION
8121 POSTAGE-SHIPPING	USPS - POSTAGE	6.70		ADMINISTRATION
8038 TRAVEL	0961 - WEINTRAUB AIRBNB - LODGING FOR MATT FOR ACTIVE TRANSIT SUMMIT	146.75		TRANS OPTIONS
8038 TRAVEL	WASHINGTON PARK PARKING - PARKING FOR MATT FOR ACTIVE TRANSIT SUMMIT	8.00		ADMINISTRATION
8038 TRAVEL	TRADER JOE'S - FOOD FOR MATT FOR ACTIVE TRANSIT SUMMIT	26.72		ADMINISTRATION

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
04/16/2018	0342 3/9 TO 4/6

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

Bill Due	05/16/2018
Terms	
Memo	MAR 9 TO APR 6

PAID

Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	TRIMET - TRANSPORTATION FOR MATT FOR ACTIVE TRANSIT SUMMIT	5.00		ADMINISTRATION
8038 TRAVEL	BREAKSIDE BREWERY SLAB - FOOD FOR MATT FOR ACTIVE TRANSIT SUMMIT	21.00		ADMINISTRATION

Expense Total : 5,595.76

Bill Total : \$5,595.76

Date: May 16, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 8.a Cannon Beach Intergovernmental Agreement (IGA) Amendment

At it's meeting on June 22, 2017, the Board approved a two-year IGA with the City of Cannon Beach for the Cannon Beach Shuttle.

The only change in this amendment is the name change of the summer weekday route. It is now going to be called Route 17. Previously, it was called the weekday Route 21. There is also a Route 21 that operates year-round on weekends. The schedules are different, and riders found it very confusing.

Staff is recommending that the Board approve the amendment to the IGA with the City of Cannon Beach and authorize the Executive Director to sign it.

AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
City of Cannon Beach
AND
Sunset Empire Transportation District

This Amendment (the "Amendment") is effective as of June 1, 2018 by and between the CITY OF CANNON BEACH (City) and SUNSET EMPIRE TRANSPORTATION DISTRICT (SETD).

WHEREAS, the City and SETD entered into an Intergovernmental Agreement for the Cannon Beach Shuttle effective July 1, 2017.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The summer weekday shuttle route will be renamed, Route 17.
2. Besides the above stated term, the parties agree to operate under all other applicable material provisions of the originally executed Intergovernmental Agreement.
3. If found to be in conflict with the base agreement, the terms of this amendment control

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Amendment duly authorized by all necessary and appropriate corporate action to execute this Amendment.

Sunset Empire Transportation District

Date: _____

By: _____
Jeff Hazen
Executive Director

City of Cannon Beach

Date: _____

By: _____
Bruce St. Denis
City Manager

Route 17 - Cannon Beach Only

Monday through Friday

Fare \$1.00

June through September 2017

Southbound

Les Shirley Park	11:00 a	11:30 a	12:00 p	12:30 p	1:00 p	1:30 p	2:00 p	2:30 p	3:00 p	3:30 p	4:00 p	4:30 p	5:00 p	5:30 p
Candy Kitchen	11:02 a	11:32 a	12:02 p	12:32 p	1:02 p	1:32 p	2:02 p	2:32 p	3:02 p	3:32 p	4:02 p	4:32 p	5:02 p	5:32 p
Coaster Theater	11:03 a	11:33 a	12:03 p	12:33 p	1:03 p	1:33 p	2:03 p	2:33 p	3:03 p	3:33 p	4:03 p	4:33 p	5:03 p	5:33 p
Midtown	11:05 a	11:35 a	12:05 p	12:35 p	1:05 p	1:35 p	2:05 p	2:35 p	3:05 p	3:35 p	4:05 p	4:35 p	5:05 p	5:35 p
Surfcrest Market	11:08 a	11:38 a	12:08 p	12:38 p	1:08 p	1:38 p	2:08 p	2:38 p	3:08 p	3:38 p	4:08 p	4:38 p	5:08 p	5:38 p
Tolovana	11:09 a	11:39 a	12:09 p	12:39 p	1:09 p	1:39 p	2:09 p	2:39 p	3:09 p	3:39 p	4:09 p	4:39 p	5:09 p	5:39 p
Maher & Hemlock	11:11 a	11:41 a	12:11 p	12:41 p	1:11 p	1:41 p	2:11 p	2:41 p	3:11 p	3:41 p	4:11 p	4:41 p	5:11 p	5:41 p

Northbound

Brailier	11:12 a	11:42 a	12:12 p	12:42 p	1:12 p	1:42 p	2:12 p	2:42 p	3:12 p	3:42 p	4:12 p	4:42 p	5:12 p	5:42 p
Wayside Inn	11:14 a	11:44 a	12:14 p	12:44 p	1:14 p	1:44 p	2:14 p	2:44 p	3:14 p	3:44 p	4:14 p	4:44 p	5:14 p	5:44 p
Yukon	11:16 a	11:46 a	12:16 p	12:46 p	1:16 p	1:46 p	2:16 p	2:46 p	3:16 p	3:46 p	4:16 p	4:46 p	5:16 p	5:46 p
RV Park	11:20 a	11:50 a	12:20 p	12:50 p	1:20 p	1:50p	2:20 p	2:50 p	3:20 p	3:50 p	4:20 p	4:50 p	5:20 p	5:50 p
Midtown	11:22 a	11:52 a	12:22 p	12:52 p	1:22 p	1:52 p	2:22 p	2:52 p	3:22 p	3:52 p	4:22 p	4:52 p	5:22 p	5:52 p
Visitor Center	11:24 a	11:54 a	12:24 p	12:54 p	1:24 p	1:54 p	2:24 p	2:54 p	3:24 p	3:54 p	4:24 p	4:54 p	5:24 p	5:54 p
Les Shirley Park	11:26 a	11:56 a	12:26 p	12:56 p	1:26 p	1:56 p	2:26p	2:56 p	3:26 p	3:56 p	4:26 p	4:56 p	5:26 p	5:56 p



**SUNSET EMPIRE
TRANSPORTATION
DISTRICT**

For more bus information for Cannon Beach:

- Call 503-861-7433 and press 3 at the menu.
- Visit www.ridethebus.org
- Send an email to questions@ridethebus.org

Date: May 16, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 8.b Columbia Pacific Coordinated Care Organization Agreement
Amendment

At the April 26th Board meeting, a decision was made to terminate the Agreement with the CCO to provide transportation services to its members. In order to facilitate the orderly transition to a new brokerage, we are continuing to operate the brokerage from May 1, 2018 until July 31, 2018 under a full cost reimbursement basis. This amendment reflects that agreement.

Staff is recommending that the Board approve the amendment to the Transportation Services Agreement.

AMENDMENT TO
TRANSPORTATION SERVICES AGREEMENT
BY AND BETWEEN
Columbia Pacific CCO, LLC
AND
Sunset Empire Transportation District

This Amendment (the "Amendment") is effective as of May 1, 2018 by and between COLUMBIA PACIFIC CCO, LLC an Oregon limited liability company ("CPCCO") and SUNSET EMPIRE TRANSPORTATION DISTRICT ("SETD").

WHEREAS, CPCCO and SETD entered into a Transportation Services Agreement effective January 1, 2015 for which CPCCO received a notice of termination from SETD but then instead agreed to continue to work together on an at cost basis as CPCCO transitions to a new transportation provider.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. SETD will continue to provide transportation services to CPCCO members for the term of May 1, 2018 – July 31, 2018.
2. SETD will be compensated at cost for its services.
3. Besides the two above stated terms, the parties agree to operate under all other applicable material provisions of the originally executed Transportation Services Agreement. This includes all provisions relating to vehicle safety standards, driver standards, member rights, obligations under federal and state laws, insurance and indemnity provisions.
4. If found to be in conflict with the base agreement, the terms of this amendment control

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Amendment duly authorized by all necessary and appropriate corporate action to execute this Amendment.

Columbia Pacific CCO, LLC

Date: _____

By: _____
Mimi Haley
Executive Director

Sunset Empire Transportation District

Date: _____

By: _____
Jeff Hazen
Executive Director

Date: April 19, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.a Fare/Pass Policy

To plan for our future roll out of E-fare, we need to simplify our fare and pass structure. Currently, we are on a zone-based fare system and I am proposing that go to a flat fare for everyone. The fares on the zone-based system range from \$1.00 to \$4.00. I am also proposing that we completely overhaul the pass program and have two levels of passes, one for standard riders and the other being called a reduced fare pass. The reduced fare pass would include seniors, people with disabilities, students (both youth and college) and low-income households. By have a reduced fare that includes low-income households, we will be mitigating the impact of the new STIF tax on passengers that are in a low-income household which complies with the draft rules of the STIF program.

Its also important to note that our largest source of grants is the \$5311 operating grant. It is allocated to us based on revenue miles (60%) and ridership (40%). If our ridership increases, our allocation will increase. Because fares can't be used for match, ridership is often more heavily prioritized than fares. Our match mainly comes from property taxes and timber harvest revenue.

Currently, we have the following 13 passes that drivers and staff must keep track of:

- Standard monthly pass \$45
- Standard yearly pass \$495
- Honored citizen monthly pass \$30
- Honored citizen yearly pass \$330.
- Military monthly pass \$30
 - Existing policy says active military personnel in uniform ride free\$30
- K-12 student monthly pass \$30
 - Children 6 and under ride free
- K-12 student quarterly pass \$30
 - Why would they buy a monthly pass at the same price?
- K-12 student yearly pass \$330
 - Why would they buy a yearly pass when they could by 3 quarterly passes for \$90 and a Summer Fun pass for \$20?
- College monthly pass \$30
- College quarterly pass \$60
- College yearly pass \$330
 - Why would they buy this when they could buy 4 quarterly passes for \$240?
- Summer Fun pass \$20
- Day pass for everyone \$5

I am proposing that the flat fare be \$1.00 for everyone each time they get on the bus. I am proposing that the passes will be as follows:

- Standard monthly pass \$30
 - 33% decrease in cost
- Reduced fare monthly pass \$20
 - 33% decrease in cost (complies with the spirit of social equity)
- Summer fun pass \$20
- Daily pass for everyone \$3

With this fare structure, I am projecting that we will have a 25% increase in pass sales and a 15% increase in ridership.

Financial Impact

\$19,350	Pass Sales Increase		
\$16,269	New Ridership Pass Increase		
\$13,295	New Ridership Cash Increase		
\$48,914	Total		
\$98,145	Total Cash Loss from flat fare		
\$48,914	Added revenue		
-\$49,230	Net Loss		

The effect of the \$1 flat fare will have a negative impact on paratransit of \$5,000. That is a total net loss of \$54,230. This current fiscal year, our budget is \$270,000 in fare revenue. YTD we are currently at \$253,428 and I am projecting that we will end the year with fare revenue of \$341,061. That is \$68,061 over budget.

I am confident that by lowering our fares and simplifying our pass program, we will continue to experience higher ridership year over year. Include our technology improvements that we will be making and our increased service with the new STIF funding, we are poised to dramatically improve the rider experience and provide reliable service.

Operationally, at the same time we institute new fares, we will also eliminate monthly pass sales on the buses. This was called out during our compliance review to ensure that drivers are focused on safely driving and to cut down wait times as they sell passes. They will continue to sell day passes but riders will have to purchase monthly passes at the transit center or kiosk.

Staff's recommendation is to have the Board hold a public hearing at their May meeting to gather input from the community and then adopt the new fare/pass policy to be effective on July 1, 2018.

Date: May 16, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 8.d Board Policy Updates

On April 2nd, the Board Policy Committee met to review, update and create new Board Policies. Before you today are 8 of the policies that we have updated (more to come at later meetings):

B-302 Removed the duplicate “the”

Removed reference to NWRC

B-304 Removed the word “transcribed”

B-305 Added “on an annual basis” to last sentence

B-307 Removed Executive Director from Section 1

B-401 Removed reference to NWRC

Added conflict of interest language

B-601 Formatting changes

B-703 Removed the word “fire” and inserted “terminate”

B-705 Removed the word “President” and inserted “Chair”

Inserted additional notification by Chair language

Staff is recommending that the Board, by one motion, approve the changes to policies B-302, B-304, B-305, B-307, B-401, B-601, B-703, and B-705.

<u>SUNSET EMPIRE TRANSPORTATION DISTRICT</u> Board of Commissioners <u>DUTIES OF CHAIR</u>		Policy # <u>B-302</u>	Date Approved
		Board Chair Signature	
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>

POLICY:

1. DUTIES OF THE ~~The~~ Chair shall preside at all meetings of the Board of Commissioners:
 - a. Setting a positive tone for the meeting;
 - b. Adhering to the agenda;
 - c. Keeping discussions centered on the issue and allowing all sides an opportunity to be heard;
 - d. Treating all Board members fairly and equally;
 - e. Ensuring that deliberations are fair, thorough, timely and orderly;
 - f. Bringing issues to a conclusion.
2. The Chair should understand and enforce the rules for public meetings outlined in Oregon’s Public Meetings Law as well as all other ORS’s that apply to public meetings of the Board.
3. The Chair, as needed, shall consult with Board members; the Executive Director and the Executive Assistant of the Board regarding the preparation of each meeting’s agenda.
4. The Chair shall have the same right as any other member of the Board to make motions, discuss questions and vote on any issue.
5. The Chair may call a special meeting of the Board as described by the Oregon Public Meetings Law.
6. The Chair shall sign official District documents on behalf of the Board when authorized to do so by a majority of the Board.
7. The Chair shall speak for the Board on issues involving SETD/~~NWRC~~ when authorized to do so by a majority of the Board.
8. The Chair shall create sub-committees and assign board members as needed. Up to 3 Commissioners can be assigned to each committee, which can be either standing or ad hoc committees. Each committee will select its own Chair.
9. Committees will meet regularly, record minutes and report to the Board.
10. The Chair has no authority to make decisions concerning policies created by the Board nor to individually supervise or direct the Executive Director;
11. The Chair, in the absence of the Board Secretary-Treasurer, will appoint a Board member to temporarily act in that capacity.

<u>SUNSET EMPIRE TRANSPORTATION DISTRICT</u> Board of Commissioners <u>DUTIES OF SECRETARY TREASURER</u>		<u>Policy #</u> <u>B-304</u>	<u>Date Approved</u>
		<u>Board Chair Signature</u>	
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>

Policy:

1. The Secretary-Treasurer of the Board through the Executive Director, or his/her ~~designee,~~ shall designee, shall cause accurate minutes of each board meeting to be taken as prescribed by Oregon Public Meeting Laws, transcribed, and distributed to each board member in a timely manner for review prior to approval and shall maintain properly authenticated official minutes in chronological order.
2. The Secretary-Treasurer shall countersign all minutes, ~~contracts, and~~ and other official documents as necessary.
3. The Secretary/Treasurer shall preside in the absence of both the Chair and the Vice-Chair.

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners DUTIES OF THE CLERK OF THE BOARD		Policy # B-305	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

1. The Clerk of the Board shall be the Executive Director whose duties, either personally or through a designee, will include, but not be limited to, the following:
 - a. Respond directly to routine correspondence;
 - b. Handle correspondence of special interest to the Board by a draft reply for Board consideration; or seek instruction for a reply from the Board, if necessary;
 - c. Prepare the agenda with advice of the Chair, including the addition of any unfinished business;
 - d. Call to the attention of the Board the legal requirements concerning those matters for which the District is responsible;
 - e. Draft policies as requested by the Board;
 - f. Attend all Board meetings;
 - g. Provide notice of Board meetings in accordance with the Public Meetings Law.
2. Together with the Board Policy Committee, coordinate the maintenance and update of the District's Board Policy manual on an annual basis.-

<u>SUNSET EMPIRE TRANSPORTATION DISTRICT</u> <u>Board of Commissioners</u> <u>FAILURE TO ATTEND MEETINGS AND</u> <u>PERFORM DUTIES</u>		<u>Policy #</u> <u>B-307</u>	<u>Date Approved</u>
		<u>Board Chair Signature</u>	
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>

POLICY:

1. A Board member who is unable to attend a scheduled Board meeting must notify the Board ~~chair~~ Chair or the Executive Director in advance.
2. A Board member may request from the Board of Commissioners an excused absence from a regular Board meeting. The determination of the request will be a part of the regular Board minutes. Excused absences shall include any reason deemed acceptable to the Board of Commissioners.
3. If a Commissioner fails to attend regular meetings of the Board for three consecutive months, or 4 meetings within a one year period without excuse, or otherwise fails to perform any of the duties as a commissioner, the Board Chair, at the Chair's discretion, may take the following steps:
 - a. The member who has missed three meetings without excuse within a twelve month period will be notified in writing by the Chair or Acting Chair.
 - b. The notice will contain the time and place of the next scheduled Board of Commissioner's meeting at which the performance issue(s) will be considered.
 - c. The notice will contain a request for the individual to attend the meeting or submit in writing an explanation for the lack of performance and intentions to properly discharge the duties of the position.
 - d. At the Board of Commissioner's meeting scheduled for consideration of this matter, the Commissioners shall vote on the necessary action to be taken to insure the faithful performance of Duties and Responsibilities up to and including a voluntary resignation.
 - e. The Board may remove any Board officer from office for failure to perform the duties thereof, after giving the officer reasonable notice and opportunity to be heard.

<u>SUNSET EMPIRE TRANSPORTATION DISTRICT</u>		<u>Policy #</u>	<u>Date Approved</u>
<u>Board of Commissioners</u>		<u>B-401</u>	
<u>BOARD ETHICS</u>		<u>Board Chair Signature</u>	
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>

POLICY:

The Board of Commissioners of the Sunset Empire Transportation District (SETD) ~~and the N.W. Ride Center (NWRC)~~ expect all elected officials, employees, and volunteers of the District to familiarize themselves and comply with the provisions of the Oregon Government Ethics Law.

The provisions in the Oregon Government Ethics law restrict some choices, decision or actions of a public official. Each individual public official is held personally responsible for complying with the provisions of the Oregon Government Ethics law as set forth in ORS Chapter 244 and OAR Chapter 199. This includes conflicts or potential conflicts of interest if family members of a Commissioner are employed by SETD and that all conflicts are announced at Board meetings.

See Appendix A- "A GUIDE FOR PUBLIC OFFICIALS" explaining provisions of the law from the Oregon Government Ethics Commission www.oregon.gov/ogec

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<u>SUNSET EMPIRE TRANSPORTATION DISTRICT</u>		<u>Policy #</u> B-601	<u>Date Approved</u>
<u>Board of Commissioners</u>		<u>Board Chair Signature</u>	
<u>PUBLIC MEETINGS</u>			
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>

PURPOSE:

To lay out the policies by which the District will comply with the Oregon Public Meetings Law and to provide the rules that the District will follow in regards to citizen participation and public comment. The District is committed to complying with the requirements, as well as the spirit, of the Law and values public participation at its public meetings.

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POLICY:

SETD will comply will the Oregon Public Meetings Law, which can be found in its entirety at ORS 192.610 to 192.690. Where the Law is open to local interpretation, the District will establish its own rules. Those local rules are laid out below.

APPLICATION:

The Policy applies to all meetings that occur by or under the direction of the District Board of Commissioners. This includes the District Board of Commissioners monthly meetings, work sessions, special meetings, as well as meetings of the Board’s sub-committees.

DEFINITION:

1. Public Meeting: The convening of any governing body for which a quorum is required to make or deliberate toward a decision on a matter, or a sub-committee that deliberates towards a recommendation to the Board or to gather information. Decisions must be made in public and secret ballots are prohibited.

PROCEDURE:

1. Quorum: For the District Board of Commissioners, a quorum is the presence of ~~four~~four (4) of the seven (7) Commissioners.
2. Electronic Correspondence: Meetings accomplished by telephone conference calls or other electronic means may constitute a public meeting. In such cases the District will provide notice as well as location where the public may listen to or observe the meeting.

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3. Meeting Locations: The District Board will hold all of its public meetings within the jurisdictional boundaries of the District, namely within the boundaries of Clatsop County.
4. Notice: SETD will provide a minimum of five (5) days public notice of the time, place and agenda for any regular or special meeting. For emergency meetings, SETD will provide as much public notice as possible depending upon the unique circumstances of the particular emergency.
5. Executive Sessions: The District will comply with ORS 192.660 in regards to the use of executive sessions when appropriate and requested by the Board. SETD will provide notice of such sessions as explained above under the Notice section.
6. Exemptions: Meetings that occur for a purpose other than deliberating about or deciding upon an action of the District are not considered public meetings and are not required to follow the requirements of the Oregon Public Meetings Law.
7. Public Comment: The District Board will provide at least one (1) opportunity to receive comments by the public at each of its regularly scheduled monthly meetings and sub-committee meetings. At special meetings, such as work sessions, the District may provide opportunities for ~~r~~ public comment at the discretion of the Board. The public will be allowed a total of three (3) minutes per person to provide their comments, unless otherwise determined by the Board.
8. Media: Representatives of the media are welcome at all public meetings of SETD, including executive sessions. However, the media cannot report or disclose any information that is discussed within an executive session, unless it is outside the scope of the purpose of the executive session. Media are excluded from certain types of executive sessions, such as strategy discussions about labor negotiations and consultations with a lawyer regarding an issue where the media is a party.
9. Minutes: The minutes from the District's public meetings will be made available within a reasonable time after each meeting. ~~Written minutes are not a complete dictation, but will provide: members present; all motions, proposals, resolutions, orders, ordinances and measures proposed; the results of any votes by name; the substance of discussions; and a reference to any document discussed at the meeting.~~

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<u>SUNSET EMPIRE TRANSPORTATION DISTRICT</u> <u>Board of Commissioners</u> <u>EXECUTIVE DIRECTOR REQUIREMENTS</u>		<u>Policy #</u> <u>B-703</u>	<u>Date Approved</u>
		<u>Board Chair Signature</u>	
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>

POLICY:

1. Initiate, administer and supervise all activities, functions, operations and programs of the District;
2. Supervise the construction, maintenance, and upkeep of any facilities and equipment owned, operated or maintained by the District.
3. Recommend to the Board the acquisition of new, or sale of used, equipment and facilities;
4. Enforce all policies, resolutions and ordinances adopted by the Board.
5. Keep and maintain proper fiscal records for the District; including monthly financial accounting reports to be reviewed by the Board.
6. Hire and, when necessary, ~~fire~~reterminate, promote, and demote all personnel necessary to carry out the business of the District subject to the limitations of ORS 267.010 to 267.390 and the rules of the Board.
7. -Development of position descriptions for each position reporting to the Executive Director based on the role of the position rather than the individual in the position;
 - a. Responsible for periodic review of position descriptions to ensure their compatibility with the management structure and operation of the District.
8. Maintain interagency agreements as to allow appropriate exchange or utilization of interagency resources, thereby maximizing efficiencies.
9. Keep the Board advised as to the needs of the District.
10. Devote the entire working time of the Executive Director to the business of the District;
11. Act as the Clerk of the Board as listed in Board Duties and Responsibilities-Policy B-304.
12. Perform such other duties as the Board requires by resolution.
13. Attend all meetings of the Board and may participate in deliberations, but may not vote.

<u>SUNSET EMPIRE TRANSPORTATION DISTRICT</u> <u>Board of Commissioners</u> <u>EXECUTIVE DIRECTOR ACTION WITHOUT</u> <u>POLICY</u>		<u>Policy #</u> <u>B-705</u>	<u>Date Approved</u>
		<u>Board Chair Signature</u>	
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>
<u>Reviewed</u>	<u>Date</u>	<u>Reviewed</u>	<u>Date</u>

POLICY:

The Executive Director, in the absence of Board Policy, shall attempt to contact the Board ~~President~~Chair for direction. If the Board ~~President~~Chair is unavailable and immediate action is necessary, the Executive Director shall have the power and latitude to act. The Executive Director shall notify the Board ~~President~~Chair as soon as possible of any action(s) taken. The Board Chair shall notify the Board of any action taken. The ~~President~~Board Chair shall inform the Board at their next meeting of any action that may suggest the need for additional Board adopted policy.

Date: May 16, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 9.a ADA Paratransit Plan Update

The ADA Paratransit Plan has been updated with current language. We will be filing this update with ODOT after approval by the Board.

Staff is recommending that the Board approve the update to the ADA Paratransit Plan to show we are in compliance with Federal rules.

**SUNSET EMPIRE
TRANSPORTATION
DISTRICT**



**Americans with Disabilities Act
Paratransit Plan**

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

Update ~~July 2015~~ [February 2018](#)

Page 1

Introduction

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

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Service Area Characteristics

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

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Types of Service

Fixed Route Service and Seasonal Route Service ~~RIDE THE BUS~~
Intercity Bus Service ~~RIDE THE BUS~~
Demand Response Service- RIDE ASSIST

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ADA accessibility and compliance is practiced on all service types.

Fixed Route & Commuter Routes

SETD operates fixed route bus service in Clatsop County. ~~The standard Fixed routes~~ Fixed routes operate Monday thru ~~Friday-Sunday~~ from 5:45 am to ~~7:55~~ 9:50 pm. There are ~~3-4~~ routes, ~~two fixed and two that~~ connectors, that operate on the weekends. Weekend routes are identified as Saturday and Sunday. These include the Pacific and ~~Lower~~ Columbia Connector Routes. ADA Paratransit is not available on Saturday or Sunday for the Connector Routes. Also included in weekend service is Route 21 Seaside to Cannon Beach ~~and Route 15 Warrenton to Astoria. This route is the only fixed route that operates on Saturday and Sunday.~~ ADA Paratransit is available on ~~this~~ these routes. Fixed route fares range from 1.00 dollar and 4.00 dollars based on the distance traveled.

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1. ~~Route 10 Red Cedar~~ serves the Downtown and East Astoria Area with coverage from Warrenton to Astoria. This route begins at 5:45am and ends at ~~7:49~~ 9:12pm. ~~Commuter service times are identified at 4 times a day in the morning, afternoon and late evening.~~ Fare is \$1.00. ADA Paratransit service is available on this route.
2. ~~Route 101 Express Pink Salmon~~ serves the Highway 101 corridor covering communities that include Astoria, Warrenton, Gearhart and Seaside. This route operates with frequency of every hour except the 11:00am and 1:00pm hours. This route starts at 6:00am and ends at ~~7:50~~ 9:50pm. The fare ranges from \$1.00 to \$3.00 depending on the origin and destination. ADA Paratransit service is available on this route.
3. ~~Route 20 Grey Seagull covers~~ serves the south end of our service area connecting riders from Seaside to Cannon Beach ~~with once a day service to Manzanita.~~ This route offers hourly service except at the 11:00am hour and offers connections to Tillamook County Transit "The Wave" four times a once a day

in Manzanita and two times a day in Cannon Beach. This route day. Route 20 begins at 6:00am and ends at 7:58:55pm. Fare is \$1.00. ADA Paratransit service is available on this route.

4. Route 21 the Blue Starfish serves the general public with service exclusively inside Cannon Beach and Seaside with operation on Saturday and Sunday during the winter months and 7 days a week in the summer/seasonal months. This route begins at 9:00am and ends at 6:20 pm. ADA Paratransit is available on this route.
5. Route 15 operates seven days a week and serves the Astoria, Hammond and Warrenton areas. This route operates seven days a week and begins at 6:10am with four loops with various times and ends at 6:15pm. The fare is \$1.00. ADA Paratransit is available on this route.
6. Route 11 is a seasonal fixed route. This route has a fixed schedule that begins at the Port of Astoria and completes a small downtown loop. This route operates from April to October, only on specific days of the week, weekdays or weekends. This seasonal route is open to the public and ADA Paratransit is available on this route.
- 6-7. Route 12 is a seasonal fixed route. This route has a fixed schedule that begins at the Port of Astoria and makes a loop to Warrenton Fred Meyer, Costco and back to the Port. This route operates from April to October, only on specific days of the week, weekdays or weekends. ADA Paratransit service is available on this route.
- 7-8. Seaside Streetcar service is available to the general public on a seasonal basis. This is a seasonal fixed route that travels exclusively in the community of Seaside and operates closer to the downtown corridor. The Seaside Streetcar is equipped with a mobility lift and has 2 mobility device securement areas as with all other SETD vehicles. It operates from May 28th Memorial Day Weekend through September on Saturday and Sundays. This route begins at 11am and ends at 7:50pm. ADA Paratransit Service is available on this route.
- 8-9. Lower Columbia Connector offers serviceserves as an intercity route from Astoria to Westport and Clatskanie and Rainier. This service is provided two times twice a day, seven days a week, and allows for connections to be made with Columbia County Rider. This route begins at 6:45am and ends at 5:40pm. The fare ranges from 1.00 to \$10.00 depending on the origin and destination. ADA Paratransit Service is not available on this route.
- 9-10. Pacific Connector This route coverserves Astoria to Cannon Beach, two times a day and Astoria to Manzanita once a day. The Pacific connector meets with Tillamook County Transit 3-4 times a day to allow for provide connectivity. This route is identified as an intercity route. Service times This route begins at 8:30am and end at 5:30:30pm. ADA Paratransit service is not available on this route.

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Seasonal Routes

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

Demand Response Service RIDE ASSIST

Dial-A-Ride provides curb to curb service in a limited scope to riders who are under served or unserved and connects them to the fixed route service and to major destinations for goods and services. This service operates

~~4-5~~ days a week from ~~9:30~~8:00am to ~~3:30~~5:00pm in Warrenton, Hammond and Jeffers Gardens and Miles Crossing. ~~It is divided by zones. On Tuesdays and Thursdays service is available in John Day, Svensen and Knappa. The service is zonal and it~~ requires advanced reservations. Fares are based on one way or ~~round~~ ~~trip~~round-trip reservations with a maximum 20-mile one-way trip.

~~SETD operates its system with approximately 11 busses.~~ All SETD busses are equipped with lifts and or ramps to accommodate mobility devices and those with mobility limitations. All SETD ~~vehicles-buses~~ have ~~two~~ wheelchair stations ~~on each bus.~~ SETD ~~Drivers-drivers~~ are trained on the safe securement of wheelchairs and mobility devices. SETD drivers are required to attend PASS (Passenger Assistance Safety and Securement) class training upon initial employment and to recertify every two years. Mobility Device lift and equipment inspections are performed by a driver up to 5 times while a bus is in service. Efforts will be made to transport as many types and sizes of mobility devices ~~on our buses as each vehicle configuration can accommodate.~~ SETD drivers will load and secure the devices to the best of their ability. It is SETD policy that all mobility devices must be restrained. It is not SETD policy that riders must wear seatbelts or shoulder safety belts. For reasonable accommodations please see the ~~Reasonable~~ ~~accommodations-Modification~~ ~~Policy~~Policy.

ADA Paratransit Service

ADA Paratransit Service is provided in compliance with the Americans with Disabilities Act of 1990. ADA Paratransit Service is based on a ¾ mile service area on each side the current fixed bus route. ADA Paratransit Service will not be provided during identified intercity times or Connector routes.

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Paratransit Eligibility Process

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

Types of ADA Paratransit Eligibility:

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

Appeals Process

An applicant has the right to appeal any decision made by the ADA Paratransit Supervisor when denied eligibility and service. The appeals process must be initiated within 60 days of the denial of eligibility or service. The applicant must submit their complaint in writing. Appeals may be submitted to the SETD Executive Director at 900 Marine Drive Astoria, Oregon 97103. Any applicant who needs alternative accommodations or assistance may contact SETD's Mobility Department. ~~The appeals committee made up of two members of the board and t~~The Executive Director will hear the appeal and make a determination within 30 days of the receipt of an appeal. The applicant may request an open and public meeting to provide evidence and testimony to support their appeal. The determination will be provided in writing or in alternative format.

Visitor Status

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

Curb to Curb and Door to Door Service

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

Fares

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

Service Accommodations

The rider has the right to travel with a Personal Care Attendant (PCA) and one companion—the PCA rides free, the companion pays the same fare as the eligible individual. Additional companions are allowed on a space available basis. PCA's and companions must travel to the same location as the eligible rider. Service animals and mobility aids are accommodated on all fixed route buses and ADA Paratransit buses; SETD does not practice capacity restraints in delivering ADA Paratransit service.

SETD certifies that there will be no trip restrictions in the delivery of ADA Paratransit bus service. SETD has policies in place for tracking trip denials.

Scheduling a Ride

Rides must be scheduled ~~at least the day before the~~ ~~by 4:00pm the day before the~~ ride is needed. ~~Rides can be scheduled with the dispatch staff at any time as long as the notice is placed the day before.~~ Subscription Service is available for riders that travel to and from the same location on a regular basis. Riders may request subscription service by making reservations up to 14 days in advance. Subscription Service is not necessary to use ADA Paratransit Service. Paratransit trips known in advance may be scheduled at any time as long as it is scheduled at least one day in advance. Rides can be satisfied by using a Demand Response vehicle. Rides will be scheduled by staff during regular business hours Monday through Friday from 8:00 am to 4:00 pm and Saturday and Sunday from 9:00 am to 4:00 pm. Ride requests must be made the day before the ride is needed.

The dispatcher may negotiate pick up and drop off times with the rider no more than one hour before or after the riders requested pick up time. Any cancellations should be called in as soon as possible.

Suspension of ADA Paratransit Services

SETD may reserve the right to suspend ADA Paratransit Services to a rider who establishes a pattern or practice of missing scheduled trips or for violating the rules of conduct. SETD will work with the rider to assist in making sure that suspension of services is a last resort determination.

Additional Information on ADA Paratransit Service

SETD certifies that there are no capacity restraints in the delivery of ADA Paratransit Service.
 SETD certifies that there are no trip purpose restrictions in the delivery of ADA Paratransit Service.
 SETD certifies that door to door service is available upon request for riders.

Performance to Six Service Criteria Comparison:

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

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Service Criteria	Consistent with Regulation	Comments
Service Area	Yes	ADA Paratransit service available within ¾ mile of all fixed routes: 101, 11, 10, 21, 15, 20, Streetcar & 12.
Response Time	Yes	Between 5:00 4:00 pm the day before ride request and 14 days prior to ride request
Fares	Yes	The ADA Paratransit Fare is 2 times that of the fixed route
Trip Purpose	Yes	SETD certifies that there are no trip purpose restrictions
Hours and Days of Service	Yes	Days and Hours for Paratransit Service are the same as fixed route, 8:00 5:45 am to 6:00 9:50 pm Monday thru Friday, Saturday & Sunday 11:00 6:10 am to 6:00 pm 20 pm on applicable route. No service during commuter times.
Capacity Restraints	Yes	SETD certifies that there are no capacity restraints.

Coordination of Services

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

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Provider	Type of Service	Time
Tillamook County Transit "The Wave"	Fixed Route connects in Cannon Beach at the Midtown stop via Route 20 <u>Monday-Friday</u> <u>Pacific Connector Saturday and Sunday</u> <u>Fixed Route Connection in Manzanita via Route 20</u> <u>Firestation stop on weekdays and 5th Street stop on weekends</u>	Twice <u>Four times</u> a day at 9:30am & 4:30pm <u>11:20am 2:20pm & 7:20pm</u> Mon-Fri <u>Once a day 7 days a week</u> <u>M-F at 11:10am & S-S at 12:00pm</u> <u>Four times on Saturday and Sunday at 9:23am, 11:33am, 2:33am & 7:23pm.</u>
Pacific Transit	Fixed Route connects at the Astoria Transit Center	4 <u>Four</u> times a day Mon-Fri 7:20am, 10:05am, 2:00pm and 4:40pm.
Northwest Point	Motor coach service connects at the Transit Center	Twice a day, 7 days a week 8:15am and 5:45pm
Northwest Ride Center/RideCare	Medicaid Brokerage arranges and dispatches medical rides for eligible OHP recipients using contracted providers and volunteer drivers.	Office hours Mon-Fri 7:00am to 5:00pm.
North Coast DAV Transport Van	Veterans transportation to medical appointments out of the county.	Pick up at designated points with an arrival time of 9:30 am in Portland Mon-Fri.
Columbia County Rider	Fixed Route connects in Westport & Clatskanie via Columbia Connector <u>Lower Columbia Connector connects in Rainier via Columbia County Rider.</u>	Once day in Clatskanie at the Safeway at 7:35am & once a day in Westport at 11:20 we receive riders an additional time in Clatskanie at 5:25pm with no transfer option from Clatsop to Columbia County. <u>Twice a day, seven days a week, 8:30am and 4:30pm.</u>
<u>River City Transit (formally Cubs Transit)</u>	<u>Fixed Route service Longview & Kelso Washington</u>	<u>Connections 10:50am & 3:50pm Saturday & Sunday only</u>

Dissemination of the Plan

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Public Involvement

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

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

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

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

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

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

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

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

August 30, 2013: ADA Plan Update

April 2014: ADA Plan Update

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

[February 2018: ADA Plan Update](#)

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Implementation Plan

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

Execution of ADA Paratransit Plan

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

Supplemental Documents:

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

Executive Director

SETD ADA Vehicle Information

Bus #	Year	Make/Model	Vehicle Type	Length	No. Seats (Total)	No. ADA Stations	Platform Size	Securement Area	Capacity	Lift Type	Vehicle Use
15	2002	Ford/Starcraft	c/away	18	8	3	50x32	46x30	800lbs.	Ricon	Para-Transit
17	2002	Ford	c/away	25	16	2	51x32	47x35	800lbs.	Ricon	Shuttle
20	2009	Ford/Eldorado	c/away	23	12	2	53x34	46x33	800lbs.	Ricon	Para-Transit
21	2010	Chevy/Glaval	c/away	24	12	4	51x33	44x32	800lbs.	Braun	Para-Transit
22	2009	Ford	van	-	7	2	52x33	44x36	800lbs.	Braun	Para-Transit
73	2001	Freightliner	trolley	35	39	2	52x32	46x36	800lbs.	Ricon	Fixed-Rt.
75	2003	BlueBird	transit	35	37	2	50x32	46x30	800lbs.	Ricon	Fixed-Rt.
76	2003	BlueBird	transit	35	37	2	50x32	46x30	800lbs.	Ricon	Fixed-Rt.
77	2003	BlueBird	transit	35	37	2	50x32	46x30	800lbs.	Ricon	Fixed-Rt.
78	2003	BlueBird	transit	35	37	2	50x32	46x30	800lbs.	Ricon	Fixed-Rt.
83	2007	Chev/Defender	c/away	30	25	2	48x34	46x30&44x30	800lbs.	Ricon	Fixed-Rt.
84	2007	Chev/Defender	c/away	30	25	2	48x34	46x30&44x30	800lbs.	Ricon	Fixed-Rt.
85	2007	Chev/Defender	c/away	30	25	2	48x34	46x30&44x30	800lbs.	Ricon	Fixed-Rt.
87	2010	Chevrolet	5500	33	30	2	51x34	51x30	800lbs.	Braun	Fixed-Rt.
88	2010	Chevrolet	5500	33	30	2	51x34	51x30	800lbs.	Braun	Fixed-Rt.
89	2010	Chevrolet	5500	33	30	2	51x34	51x30	800lbs.	Braun	Fixed-Rt.
90	2010	Chevrolet	5500	33	30	2	51x34	51x30	800lbs.	Braun	Fixed-Rt.
SC	2009	Ford	c/away	23	12	2	53x34	46x33	800lbs.	Ricon	Senior Center

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Sunset Empire Transportation District Vehicle List

Bus #	Year	Make/Model	Vehicle Type	Length	No. Seats (Total)	No. ADA Stations	Platform Size	Securement Area	Capacity	Lift Type	Vehicle Use
15	2009	Ford/Starcraft	c/away	18	8	3	50x32	46x30	800 lbs	Ricon	ParaTransit
20	2009	Ford/Eldorado	c/away	23	12	2	53x34	46x33	800 lbs	Ricon	ParaTransit
21	2010	Chevy/Glaval	c/away	21	12	4	31x33	44x32	800 lbs	Braun	ParaTransit
22	2009	Ford	van	-	7	2	44x36	44x36	800 lbs	Braun	ParaTransit

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73	2001	Freightliner	trolley	35	39	2	46x36	46x36	800 lbs	Ricon	Fixed Route
75	2003	BlueBird	transit	35	37	2	50x32	46x30	800 lbs	Ricon	Fixed Route
76	2003	BlueBird	transit	35	37	2	50x32	46x30	800 lbs	Ricon	Fixed Route
77	2003	BlueBird	transit	35	37	2	46x30	46x30	800 lbs	Ricon	Fixed Route
78	2003	BlueBird	transit	35	37	2	46x30	46x30	800 lbs	Ricon	Fixed Route
90	2010	Chevrolet	5500	33	30	2	51x34	51x30	800 lbs	Braun	Shuttle
92	2015	Freightliner	Bus	35	30	2	51x34	50x36	800 lbs	Braun	Fixed Route
93	2014	Ford	Bus	32	28	2	54x34	51x31	800 lbs	Braun	Fixed Route
94	2014	Ford	Bus	32	28	2	54x30	51x31	800 lbs	Braun	Fixed Route
95	2016	Ford	c/away	25	18	4	54x34	59x34	800 lbs	Braun	Fixed Route
96	2016	Ford	c/away	25	18	4	54x34	59x34	800 lbs	Braun	Fixed Route
98	1998	Gilling	Transit	42	37	2	Ramp	46x30	800 lbs	Ramp	Fixed Route
99	1998	Gillig	Transit	42	37	2	Ramp	46x30	800 lbs	Ramp	Fixed Route
1701	2017	Ford	Trnst Van	22	14	5	54x34	60x43	800 lbs	Braun	ParaTransit
1702	2017	Ford	Trnst Van	22	14	5	54x34	60x43	800 lbs	Braun	ParaTransit

PCA Definition

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

Trip Denial Tracking Procedure

Update ~~July 2015~~February 2018

Page 11

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

Reasonable Modification Policy

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Purpose

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

Policy

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

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Reasonable Modifications

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

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

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

Eligibility Criteria

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

Requests for Reasonable Modifications

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

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

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

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

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

Interactive Process

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

Time Frame for Processing Requests and Providing Reasonable Modification

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

Granting a Reasonable Modification Request

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

Denying a Reasonable Modification Request

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

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

Complaint Process

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

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

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

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

- d. *Letter of Finding* – This letter will ~~summarizes~~[summarize](#) the complaint, any interviews conducted regarding the complaint, and explains what actions will be taken by SETD to address the complaint.

- e. *Letter of Closure* – This letter will explain why SETD has determined that the complaint does not merit accommodation under the Americans with Disabilities Act and that the complaint will be closed.

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

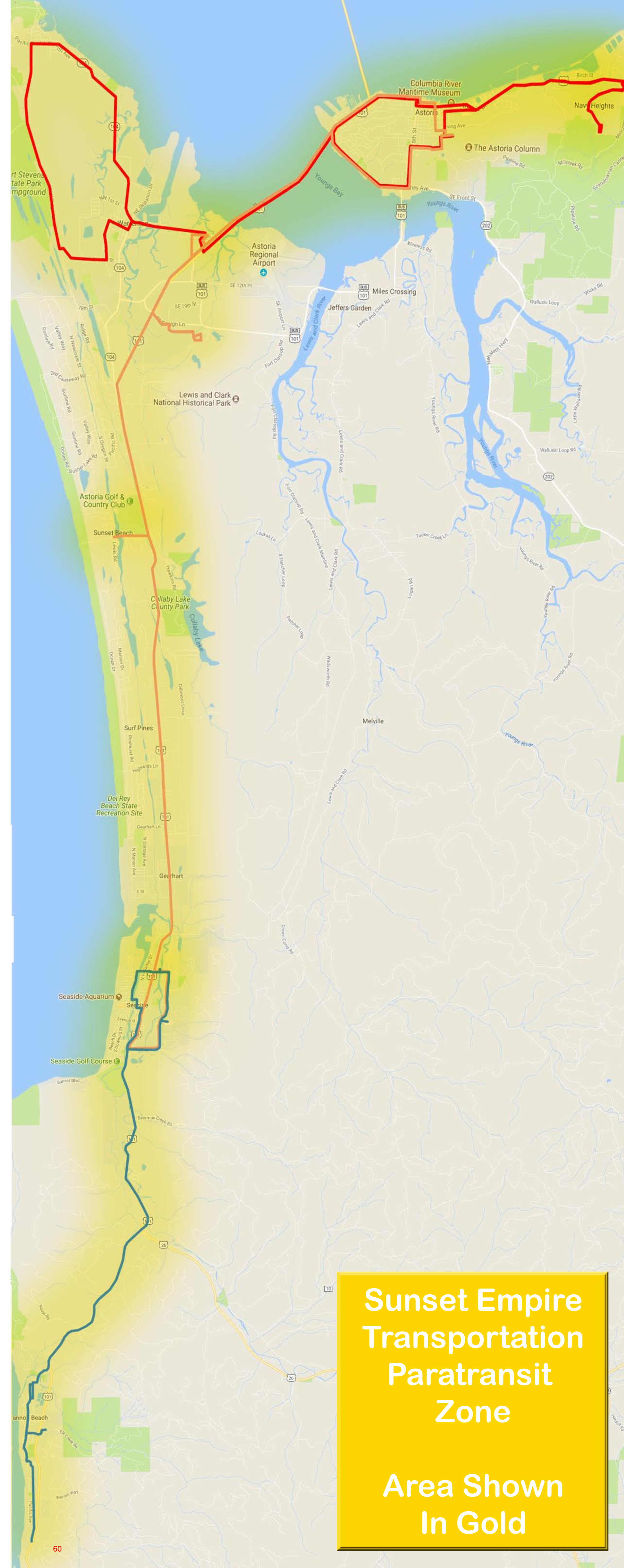
In the event of appeal, the complainant will be granted all due process, including the ability to present additional evidence, present the case in person during an appeal hearing, and to be represented by counsel.

Designated Employee

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

Adopted by SETD Board of Commissioners

Date: _____



Sunset Empire
Transportation
Paratransit
Zone

Area Shown
In Gold

Date: May 16, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 9.b Advisory Committee Restructure

We have been struggling with keeping active members on our Senior and Disabled Transportation Advisory Committee. With the new funding source through the STIF program, the rules call for qualified entities to have advisory committees in place to approve plans for STIF. Rural agencies were successful in convincing the rulemaking committee to allow for existing committees to be used instead of trying to put together another committee.

I am proposing that we rename the S&D committee to the Transportation Advisory Committee. We will then go out for recruitment of new members. The current requirements of the S&D committee and STF committee line up with the STIF committee. Additional representation on the committee would be sought from those that are knowledgeable of public transportation needs of residents or employees located within or traveling to and from the transit district. Additional categories include, local governments, including land use planners, neighboring transit providers, employers, public health, low-income individuals, social equity advocates, social equity advocates, environmental advocates, bicycle and pedestrian advocates, people with limited English proficiency, educational institutes, and major destinations for users of public transit. I would like the committee to have 7 positions.

Staff is recommending that the S&D Committee become the Transportation Advisory Committee and that staff is directed to recruit members to it.

Date: May 16, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 9.c ODOT Grant Agreement #32499 Transportation Options

This agreement is a three-year agreement for the Transportation Options program. It provides \$89,400.98 per year for the T.O. program. Our match is \$8,032.67 for the entire three years of the agreement.

Staff is recommending that the Board approved Grant Agreement #32499 and authorize the Board Chair to sign it.

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
Transportation Options 2018-2020
Sunset Empire Transportation District
Delivering transportation options
(Governmental Agency)

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

1. **Effective Date.** This Agreement shall become effective on July 1, 2018, the date all required signatures are obtained and the Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **July 1, 2021** (the "Availability Termination Date"). No Grant Funds are available for any expenditure before the Effective Date or after the Availability Termination Date of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: **Scope of Work**
 - b. Exhibit B **Recipient Certification**
 - c. Exhibit C: **Federal Provisions**
 - d. Exhibit D: **Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting**
 - e. **Exhibit E: Information Required by 2 CFR § 200.331(a)(1).**

Exhibits A through D are attached hereto and by this reference made a part hereof this Agreement. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibits B & C; Exhibit A; Exhibit D; Exhibit E.

3. **Grant Award.** The total Grant Funds for this Project are estimated at **\$268,202.93**. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient, and Recipient shall accept from ODOT, the award of a grant in the not to exceed amount of (the "Grant Amount") of the total eligible Project Costs to allow the Recipient to perform the Tasks set forth in the Scope of Work in the attached Exhibit A (the "Project"). Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project Implementation and Completion.** Recipient shall implement and complete the Project in accordance with Exhibit A. In accordance with the provisions of Section 5.d., Recipient shall notify ODOT in writing of all changes in the Scope of Work prior to performing

any changes and shall not perform any changes without written prior approval from ODOT.

5. Grant Funds.

- a. **Use of Grant Funds; Grant Award; No Exclusive Right.** The Grant Funds shall be used solely for the Tasks described in Exhibit A and shall not be used for any other purpose. Grant Funds may not be used for any changes to the Tasks set forth in Exhibit A unless ODOT approves such changes pursuant to the Project Change Procedures in Section 5.d. or pursuant to the Amendment provisions of Section 15.c. Recipient agrees to fully expend the Grant Funds by no later than **July 1, 2021** after which time ODOT may withdraw the grant award at its sole discretion, and Recipient shall return to ODOT any unexpended Grant Funds.
- b. **Eligible Project Costs.** The Grant Funds are for the Project and shall only be used to pay for Allowable Costs of the Project. "Allowable Costs" means costs that are (a) reasonable, necessary and directly used for the Project; and (b) are eligible costs under State and federal law and this Agreement that are not found ineligible by any later financial review or audit.
- c. **Ineligible Project Costs.** The Grant Funds may not be used for any purchase of incentives that Recipient charges to the Project; for any costs other than those specified in this Agreement; or for any payments made to related parties or for any loans or grants to be made to third parties, except as provided in Section 5.b.
- d. **Project Change Procedures.** Project changes are permitted only to the Scope of Work and only with the prior written permission of ODOT. If Recipient anticipates a need for project change, Recipient shall submit a written Request for a Project Change Order to ODOT. Recipient shall not proceed with any change to the Scope of Work or delivery schedule prior to the execution of an amendment to this Agreement executed in response to ODOT's approval of a Request for Change. A Request for Change Order may be rejected at the discretion of ODOT. Changes will not include additional costs or reimbursement requests in excess of the original Agreement.

6. Applicable Federal Requirements

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

20.205, Highway Planning and Construction.

- e. State and Recipient hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
 - f. Information required by 2 Code of Federal Regulation (CFR) 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by ODOT to Recipient with the Notice to Proceed.
 - g. Indirect Cost Rate
 - i. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is zero percent (0%). This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - ii. If the approved rate(s) change(s) during the term of this Agreement, Recipient shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Recipient does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Recipient shall invoice ODOT using a zero percent (0%) rate.
 - h. By signing this Federal-Aid Agreement Recipient agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Recipient received more than eighty percent (80%) of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Recipient shall report the total compensation and names of its top five executives to State. Recipient shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "D".
- 7. Project Reporting.** Recipient shall report to ODOT in writing on its progress in performing the Project. Recipient shall provide quarterly progress report on the last day of quarter month following the Effective Date of this Agreement. ODOT may, at its sole discretion, require Recipient to report on its progress monthly. Each progress report shall include the work the Recipient has completed in the last quarter and corresponding Grant Funds expended in that quarter, and the amount of unexpended Grant Funds remaining. Upon ODOT'S request, Recipient shall provide proof of payment and backup documentation supporting Recipient's expenditures.
- 8. Annual Report.** No later than March 31, 2019 and on each subsequent March 31st through 2022 Recipient shall submit an annual written report to ODOT that identifies in detail how

Recipient has met Scope of Work set forth in Exhibit A. Recipient's obligation to provide this report will survive expiration of this Agreement.

8. Disbursement and Recovery of Grant Funds.

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

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

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

9. General Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

a. Organization and Authority. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

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

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

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

10. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities. Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Recipient shall ensure that each of its sub-recipients and subcontractors complies with these requirements. ODOT, the Secretary of State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

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

c. Expenditure Records. Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant moneys were expended. This Section 10 shall survive any expiration or termination of this Agreement.

11. Sub-agreements. Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of ODOT.

12. Termination

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

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

- 1) If Recipient fails to provide services or funds called for by this Agreement within the time specified herein or any extension thereof.
- 2) If Recipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from ODOT fails to correct such failures within 10 days or such longer period as ODOT may authorize.
- 3) If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
- 4) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the Project work under this Agreement is prohibited or if ODOT is prohibited from paying for such Project work from the planned funding source; or
- 5) If, in the sole opinion of ODOT, the Project would not produce results that are commensurate with the further expenditure of funds.

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

13. Defaults. Any of the following constitutes an "Event of Default":

- a. Any false or misleading representation is made by or on behalf of Recipient in this Agreement or in any document provided by Recipient related to the Project.
- b. The Recipient takes any of the following action or an action for the purpose of affecting any of the below.
 - 1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - 2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;

- 3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - 4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - 5) The Recipient takes any action for the purpose of affecting any of the above.
- c. Recipient fails to perform any obligation required under this Agreement, other than those referred to in subsections a. and b. of this Section 13, and that failure continues for period of 30 calendar days after written notice specifying such failure is given to Recipient by ODOT. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

14. Remedies

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

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

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

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

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

15. GENERAL PROVISIONS

a. **Indemnification and Hold Harmless.** *Recipient shall indemnify and hold ODOT harmless from all liability of whatsoever nature, and for any costs, fees or expenses that ODOT may incur from Recipient's performance of this Agreement or receipt of the Grant Funds described herein.*

b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected

mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- h. **Compliance with Law.** Recipient shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement. In addition, without limiting the generality of the foregoing, Recipient expressly agrees to comply with all provisions of Exhibit E, which is incorporated herein

by reference and made a part of this Agreement.

- i. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.** Recipient is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and State and Federal income tax withholding. In addition, Recipient's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in 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.
- m. Integration and Waiver.** This Agreement, and attached Exhibits constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #21319) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

Sunset Empire Transportation District , by
and through its elected officials

STATE OF OREGON, by and through its
Department of Transportation

By _____
Title _____

By _____
Title _____

Name _____
(printed)

Name _____
(printed)

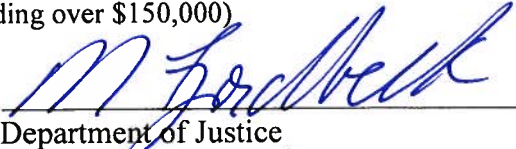
Date _____

Date _____

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

**APPROVED AS TO LEGAL
SUFFICIENCY**
(For funding over \$150,000)

By _____
Recipient's Legal Counsel

By 
Department of Justice

Date _____

Date 5/15/2018

Recipient Contact:
Matthew Weintraub
Sunset Empire Transportation District
900 Marine Drive
Astoria, Oregon 97301

ODOT Contacts:
Stephanie Millar
Senior Planner
555 13th Street NE
Salem, OR 97302
(503) 986-4224
Stephanie.millar@odot.state.or.us

EXHIBIT A Scope of Work

Deliverables:

- Grantee shall participate in the annual Performance Measures process (survey, questionnaire, data management and reporting to ODOT)
- Grantee shall inventory the Park and Ride facilities in program area as requested by ODOT (not more than once a year)
- Grantee shall promote information about service changes that have resulted from State Transit Improvement Funds (STIF)
- Grantee shall serve as a local administrator for the Drive Less Connect Tool
- Grantee shall develop and follow a negotiated Work Plan, developed in consultation with ODOT, to deliver Transportation Options services.
- Grantee shall conduct outreach and education to businesses, agencies, students and individuals in their service area related to transportation options
- Grantee shall submit quarterly invoices and progress reports to ODOT

SETD (FY 18, 19, 20) K21319

Fund Code	TDM			Rideshare	PROJECT TOTAL
	TDM Total	Federal	Local Match	Rideshare Total	
	\$ 82,495.52	\$ 74,462.85	\$ 8,032.67	\$ 185,707.41	
<i>Subtotal:</i>				\$ -	\$ 268,202.93

Per year \$ 89,400.98 Per Year

EXHIBIT B (Local Agency or State Agency)

RECIPIENT CERTIFICATION

Recipient certifies by signing this Agreement that Grantee has not:

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

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

STATE OFFICIAL CERTIFICATION

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

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

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

Exhibit C
Federal Provisions
Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

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

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

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

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

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

EXCEPTIONS:

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

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

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

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

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

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

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

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

- Appendix B of 49 CFR Part 29 -

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

Instructions for Certification

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

erroneous by reason of changed circumstances.

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

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

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

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

IV. EMPLOYMENT

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

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

V. NONDISCRIMINATION

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

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

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

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

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

DBE POLICY STATEMENT

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

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

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

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

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

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

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

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

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

RECIPIENT'S DBE CONTRACT GOAL

DBE GOAL 0 %

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

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

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

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

VII. LOBBYING

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

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

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

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

(For purposes of this Exhibit, references to "your organization" shall mean "Recipient" and references to "ODOT" shall mean "State.")

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

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

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

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

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

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

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

If "no," provide compensation information below.

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

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

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

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

Definition of compensation

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

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

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453

**EXHIBIT E_
REQUIRED FEDERAL TERMS AND CONDITIONS**

Unless exempt under 45CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Grantee shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Grant or to the delivery of Work. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Grant: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) the provisions of 41 U.S.C. § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information, (i) all regulations and administrative rules established pursuant to the foregoing laws, (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (k) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Grant and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate

Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the Grantee certifies, to the best of the Grantee's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of an 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.
 - b. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Grantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the 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.
 - e. No part of any federal funds paid to contract under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature

itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to Grantee under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to Grantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **HIPAA Compliance.** If the Activities and or Services funded in whole or in part are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA) and Grantee has declared itself a "covered entity" under HIPAA, Grantee agrees to conduct the Activities and or Services in compliance with HIPAA. Without limiting the generality of the foregoing, if the Services are covered by HIPAA, Grantee shall comply and require all Providers to comply with the following:
- a. **Privacy and Security of Individually Identifiable Health Information.** On or after April 14, 2003, Grantee, its agents, employees and Providers shall protect individually identifiable health information obtained or maintained about Agency's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. The Grantee shall ensure that any electronic communication from the Grantee to an employee of the Agency which contains individually identifiable health information shall meet HIPAA security requirements. This Agreement may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.

- b. **Data Transactions Systems.** Any electronic exchange of information on or after October 16, 2002, or on or after October 16, 2003, if Grantee has received an extension from the United States Department of Health and Human Services, between Grantee and Agency to carry out financial or administrative activities related to individually identifiable health care services will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). This Agreement may be amended to include additional terms and conditions related to data transactions.
- c. **Consultation.** If Grantee reasonably believes that the Grantee's or the Agency's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Grantee shall promptly consult Agency's HIPAA Privacy Officer.

7. **Resource Conservation and Recovery.** Grantee shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

8. **Audits.**

Notwithstanding the provisions of Section 10 A of this Agreement, Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

- b. If Grantee receives federal awards in excess of \$750,000 in a fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to OED within 30 days of completion.
- c. Grantee shall save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and Agency.

9. **Reserved.**

10. **Drug-Free Workplace.** Grantee shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Grantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Grantee's workplace or while providing services to Agency clients. Grantee's notice shall specify the actions that will be taken

by Grantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Grantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify Agency within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Grantee, or any of Grantee's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Grantee or Grantee's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Grantee or Grantee's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to Agency clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

11. **Pro-Children Act.** Grantee shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** Grantee shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR 431.107(b)(1) & (2).

- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Grantee shall acknowledge Grantee's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract or agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
- 13. Agency-based Voter Registration.** If applicable, Grantee shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
- 14. Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control

interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. Grantee shall make the disclosures required by this Section 14 to Agency. Agency reserves the right to take such action required by law, or where Agency has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

15. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. The Grantee agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- d. The Catalogue of Domestic Assistance Number (CFDA) for the federal funds paid through this grant is **84.282A**.

The Grantee is a:

Sub-recipient Vendor

- 16. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 17. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities.

EXHIBIT F
Information required by 2 CFR § 200.331(a)(1)*

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with below):	Sunset Empire Transportation District
2. Subrecipient's Unique Entity Identifier (i.e., DUNS number):	
3. Sub-award Period of Performance Start and End Date:	From: <u>07/01/2018</u> To: <u>07/31/2021</u>
4. Total Amount of Federal Funds Obligated by this Agreement:	<u>\$268,202.93</u>
5. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**:	<u>\$268,202.93</u>
6. Name of pass-through entity, and contact information for awarding official of the pass-through entity:	
(a) Name of pass-through entity:	<u>Oregon Department of Transportation</u>
(b) Contact Information for awarding official of the pass-through entity:	Amanda Pietz, <u>Amanda.PIETZ@state.or.us</u>
7. Federal Award	
(a) Federal Award Identification Number (FAIN):	
(b) Federal Award Date:	Month, 06, 2018
(c) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity:	<u>\$268,202.93</u>
(d) Federal Awarding Agency:	US Department of Transportation
(e) Federal Award Project Description:	The program supports the efforts of local governments and special districts to promote transportation options to the use of Single Operator Vehicles.
(f) CFDA Number and Name:	20.205, Highway Planning and Construction
Amount:	<u>\$268,202.93</u>
(g) Indirect Cost Rate:	<u>0%</u>

(h) Is Award Research and Development?

Yes No

***For the purposes of this Exhibit E, "Subrecipient" refers to Grantee or Recipient and "pass-through entity" refers to Oregon Department of Transportation or Agency.**

****The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current State fiscal year.**

Executive Director Report
May 2018 Board Meeting
Jeff Hazen

-News from PTAC. We were informed by RPTD staff that there will be an increase from the FTA for next biennium for the §5311 program. Also, we will be seeing a restoration of funds that were cut from the STF program this biennium. Naomi Zwerdling gave a presentation on the new guidebook for Transit Development Plans (TDP). I helped her with the presentation because our Comprehensive Long-Range Transportation Plan process that we completed in 2016 became the foundation for the plan because it was done so well, a nice feather in the cap for us!

-Gearhart development. If you have traveled through Gearhart recently, you may have seen the construction of a Dollar General store taking place on the east side of the highway. It is located at our northbound stop and as a condition of approval for the project, we required that they install a bus shelter. The developer has confirmed with me that they are ordering the shelter from Tolar and I confirmed the correct shade of blue that we are using for the shelters.

-Swiftly update. We are on the cusp of announcing the new Transit App. Paul has done a great job working with Trillium and Swiftly to get this all set up. He and Mary are coordinating the marketing effort, so we can get the news widely spread. They will be getting information from Swiftly on what other agencies have done that has been effective.

-Electric Bus. I am currently working with CTE and Proterra on the FTA's No/Low grant program. I have arranged for Proterra to bring one of their new DuoPower Drivetrain Technology equipped buses for us to confirm that it can handle our 17% grade on 16th St. in Astoria. Here is a video describing how it performed on the mountains in Utah: <https://www.youtube.com/watch?v=V5JV5KRwr54>. As I mentioned before, we won't procure an electric bus until we see for ourselves that it can handle our steep grades in Astoria. Proterra will bring the bus up in August.

-SDAO training. Several Team members are attending the SDAO training being held in Astoria on May 22nd.

-Mary's evaluation. I will be sending out a copy of the evaluation form that we use for District employees to give you the opportunity to comment on the evaluation for Mary that is due in June.

Weekly Reports:

5/15/18

I had a discussion with Ed Hauer, our uniformed security services provider. He was very concerned with what has happened to his insurance rates for his security services. They have

skyrocketed from \$1,200 a year to over \$8,000. He shopped around but all of the quotes came in high like that. We were being charged \$22 per hour and I agreed to increase that to \$30 per hour. I was able to adjust the FY 19 budget to account for it. I assume you all saw the article that we were featured in on Wednesday in the Daily Astorian. This was a follow up to the article written last year after the ordinance was put into place. The results have been positive and the transit center staff is grateful to have security on the weekends while they are working alone at the transit center.

Tuesday morning, I met with Commissioner Heimuller, John from their Finance Department and Chad Mace, the Transit Coordinator at Columbia County. They had asked for my help in some of the challenges that they are experiencing. ODOT is now aware of the challenges and are helping provide guidance to them. They have hired a new Transit Administrator who previously worked at Trimet. He will join them towards the end of this month.

I reviewed my presentation that I will be giving to the OTC on Thursday. Hal Gard, the Rail and Public Transit Division Administrator, and Marsha Hopkins, the Transit Manager, will be joining me as we seek approval for the recommended changes to the Section 5311 formula allocation. We went over the presentation and feel that it will go smoothly. I'll also be with them as they present the recommended grant awards for new and replacement buses.

Wednesday was our last Safe Routes to Schools Infrastructure Fund Rules Advisory Committee meeting. The rules are now open for public comment and will be before the OTC in June for their approval. I also attended the Warrenton TSP advisory committee meeting on Thursday and then came back to the office to wrap up the budget and fight with the copier to get the budget books out on Friday. We had a good NW Connector meeting on Friday. I shared the experiences that the group from PSA had on their trip. Everyone found it helpful and felt it would be easy to address the issues that they brought up. We also spent time deciding on some final marketing efforts for the remainder of this fiscal year. We are going to be doing some digital marketing with the Bike Portland group to increase awareness that we welcome bikes on our buses.

As an FYI, Mary is still finding it challenging to review the recordings, so she can write the minutes. The cross talk makes it very difficult to hear what is being discussed. I did purchase a new and more effective microphone but would ask that you be cognizant of the issue and try not to have more than one person speaking at a time. The first test of the new microphone will be at this Friday's budget meeting. Speaking of budget meeting, this year I will have the budget spreadsheets up on the screen so that if the committee makes changes, we will do them right there on the spot and not have to run back and forth. This should make the process go a little smoother and provide a good visual for everyone.

5/10/18

Last week, we notified all our partners that we were terminating our agreement with the CCO. I sat in on a webinar regarding the FTA Low/No Funding for zero emission buses. Thursday, Matt

and I went to Portland to hear a presentation from 6 PSU students going for their master's in planning. Their project is examining recreational lands in Oregon and access to them by transit. They studied the NW Connector, the Mt. Hood Express, and Central Oregon. The information they shared about the NW Connector was tremendously valuable for us and I will be sharing it on Friday at our Connector meeting. More to come on that. The rest of the week was spent mostly with budgets, but I did manage to get out and ride the bus a couple of times and had good discussions with both drivers and riders.

4/30/18

Last week, I prepared a PowerPoint presentation that I will be doing at the May Oregon Transportation Commission meeting regarding the 5311 funding. The Transportation Systems Plan Guidelines advisory committee held its last meeting via computer/phone. We developed a great website for local governments to use to get information on TSP's and how to do them. Transit was a big part of the discussion throughout all of the meetings to make sure that cities and counties align their plans with transit plans that are in place. The bus rodeo committee met via phone on Wednesday. We are holding this year's rodeo in Salem September 14-15. Travel to Pendleton was an issue for agencies last year so we feel that by having it in Salem, we will see better participation. This year's rodeo theme will be A Capital Competition. The RideCare Advisory Committee on Friday was rather short as you can imagine. Unfortunately, we only had a handful of the members attending. I shared the news about terminating the agreement with the CCO. There was concern but also understanding.

We met with the RideCare employees Thursday to let them know the decision. It was a difficult pill for them to swallow. Jason notified the subcontractors via phone on Friday and has drafted a letter that we will send out. I communicated with the Oregon Health Authority our decision to close the brokerage and let them know that we would be ending services on May 31st. They let me know that the ORS governing brokerages requires a 90-day notice. That requirement was in the contract we had with them but ORS's trump contracts. It works out ok because I spoke with the CCO and have agreed to go to a 100% reimbursement agreement with them effective May 1 through July 31st. This will align with the Oregon's requirement and help to make a smoother transition. The employees agreed to stay on and were excited about it. Today, I officially notified OHA of our closing the brokerage on July 31st.

4/23/18

Since the Board packet has the latest update from me in my Executive Director report, I'll just let you know what I'm currently working on. I'll be putting together a PowerPoint presentation today for my presentation to the OTC on 5311 funding changes and the process we went through. I'll also be sitting in remotely at the final Transportation Systems Plan Guidelines advisory committee meeting this afternoon. Rest of the week will revolve around continuing with the budget process and getting ready for our celebration Thursday. I should mention that the conversation that I had with the RideCare team on Friday morning was a shell shock to them. They really didn't have any questions for me while I was there, but they did open up to Jason a

little throughout the day. Tami stopped by there a couple of times during the day just to check in on them.

Strategic Priorities Monthly Update (this month's updates in **Black**):

2017-2019 SETD Strategic Plan

Priority One

- Benchmark Services
 - Ridership increases & Decreases **Goal = +15%** **YTD = +4.8%** **YTD= (5%)(9%)(8%)(Numbers not updated yet) (4%however we have been experiencing increases of 18%, 29%, and 36% in recent weeks) (5%)**
 - On-time Performance **Goal = 95%** **Tracking not in place yet.** **Will begin tracking this month.**
 - Fleet reliability **Goal = Less than 10 breakdowns per 100,000 miles.** **Tracking not in place yet.**
 - Employee Retention statistic **Goal = Less than 20% turnover.** **YTD = 7.5%**

- Develop a SETD specific emergency plan. **Safety committee tasked with updating current plans.**
 - SETD operational specific emergency operation plan
 - Medical emergencies
 - Accidents
 - Behavioral emergencies at facilities and on buses
 - Emergency contact and reporting requirements
 - Strategic county wide transportation plan that integrates into Clatsop County Emergency Plan. **MOU in place with Clatsop County Emergency Management.** **I'll be discussing this further with CTAA at the June Expo.**

- Complete a feasibility study including associated cost to include
 - Adding Columbia County services into SETD **In progress Options have been narrowed down to 3. Consultant will be drilling down further in those three options. They are: Creating a new Special District in Columbia County; Columbia County contracts with SETD to provide service; SETD expands to encompass Columbia County. Advisory committee meeting on December 19th to review results. Draft results have been given to the committee. Their comments to the consultant are due 1/26. Study complete, results at the 2/22/18 meeting.**
 - Increasing services **New transportation package will provide funding in 2019 to allow for additional services. ODOT's Rulemaking Advisory Committee (RAC) has begun their process of determining rules for agencies. Likely to not**

receive new funding until late FY 2019. First round of revenue expected in April of 2019. It will be 2 quarters worth.

- Fixed routes
- Para-transit
- Dial-a-ride
- RideCare
- Improving System
 - Improved lighting at bus shelters **Operations researching. I will be meeting with vendors at the APTA Expo next month. Met with several vendors at APTA. Paul is currently working on this.**
 - Route on-time performances **RFQ going out this year for App Paul and I will be at the NW Connector meeting on Friday, December 8th. We will be looking at Swiftly there. Swiftly presentation at the January Board meeting. In process of implementation. Implementation still in progress. We can now see buses on our back office screen. If you have a smart phone, download Transit.**
 - Amenities **Added temporary trash cans at Safeway stops This has made a huge difference in cleanliness.**
- Technologies
 - Real-time bus tracking **Will be part of RFQ for App. Part of the Swiftly app. Not using Swiftly, the App is called Transit.**
 - Website **Launched on 8/12/17**
 - Mobile apps **Will be part of RFQ for App. Swiftly app. Transit**
 - E-fare **RFQ going out this year. Presentation to staff on 2/14. Evaluating feasibility during FY 19 budget.**
 - Credit cards **Credit cards now accepted at kiosk. Processed by Square Adding a Square cash register in the transit center to improve accuracy of cash handling. Square cash register has been added.**
 - Electronic charging stations
 - On-board wi-fi **This will be added when we add technology to buses**
- Improve Appearance
 - Buses
 - Shelters **Now having Coast Rehabilitation Services cleaning shelters. They are only doing south county currently. We have added north county service as well.**
 - Facilities **Major headway made at the Warrenton facility. Our new maintenance supervisor saved us \$9,500 this week on repairing lighting in the yard. We will be able to do it in house.**
 - Employees **Paul and Tami exploring different dress code for drivers than the current one to give our drivers a fresh look.**

Incorporating the 25 year logo onto shirts being ordered. Hats have arrived.

Priority Two

- Increase employee recruitment and retention
 - Develop SETD succession plan **Operations Mgr. is also Deputy Executive Director.**
 - Identify on-going training opportunities at all levels **Ongoing. Sending 3 Leadership Team members to intensive training with HR Answers this fall. This training is currently taking place and is yielding positive feedback on the training. Training completed for this year. Some make up classes will be held in 2018 for classes missed this year.**
 - Update job descriptions
 - Develop employee incentive programs **Handed out our first Gotcha gift card this week to Steve W. for all his efforts in scheduling to keep our buses rolling. Thank you, Carol, for the great idea! Tami working on driver recognition to be done at the holiday party this year. Gave out Bridgewater Bistro gift cards to all drivers. Gave out holiday dinner gift cards to all employees.**
 - Conduct market compensation reviews **Tami has begun the process**
 - Employee rewards
 - Hats
 - Pins
 - Shirts

Priority Two (cont.)

- Increase District Relevancy **Positive article in the Daily Astorian on December 4th. Article in Columbia Press. Another article in Daily Astorian. Researching new site for Seaside Kiosk relocation Very positive editorial in the Daily Astorian recently. Still looking at sites in Seaside. Including added funding in FY 19 in case we do move the kiosk. Another positive article about the effect the ordinance has had at the Transit Center.**
 - Greater awareness of the District Services
 - Who
 - What
 - When
 - Where
 - Accessibility
 - Information about all things SETD services
 - Create a positive culture **New leadership has made a positive difference.**
 - Define Sunset Empire Transportation District
 - Establish expectation
 - Raise the bar **Ongoing in all aspects of the business**

Priority Three

- Develop capital replacement Plan

- Fleet **Replacement plan has been in place. 65% (15) of vehicles are beyond useful life. Application in for §5339 for 3. 2 additional grants will be written and submitted in February. The 2 additional grants were awarded. Total of 4 new buses. Did not receive §5339 grant. 2 New buses will be here very soon.**
 - Technology **In place**
 - Facilities
- ☐ Identify new funding opportunities
- Review fares **In progress. Jeff attending FTA Fare Policy training this month in Seattle. Before you this month.**
 - Seek public/private partnerships **Working with college.**
 - Volunteers
 - Analyze current non-emergency medical transportation services for potential increased or new revenue **Working with Clatsop Behavior Health and DHS on Developmental Disabilities transportation program. On standby until RideCare financials are assessed. Decision to terminate the agreement was made at the April meeting.**
 - Continue to explore new Federal/State/Local grant opportunities **Unsuccessful with NO-Low grant for electric bus. Partnering with NW Connector partners to apply for TIGER grant for bus replacement. Researching Federal Lands Access Program (FLAP) grant. Going to apply for a NADTC grant to study extending para transit range beyond ¾ of a mile.**
- ☐ Implement current budget process **Will begin in January. In progress. Tracy, Paul, and I now meeting weekly. Budget in the hands of the committee.**

Rider Report
May Board Meeting Report
John Layton

April Data

Fixed Route Highlights:

- 15,556 people used fixed routes in April for an average of 518.9 riders per day.
- 3.4% increase in average passengers who rode fixed routes per day from last April (502 to 518.9)
- 9.7 people per hour, on average, got on any fixed route at any time that the bus runs in April. 1.0% decrease (9.8 to 9.7) from last April.
- 5.6% increase in the ratio of elderly/disabled riders from last April (18.4 % to 19.4%)

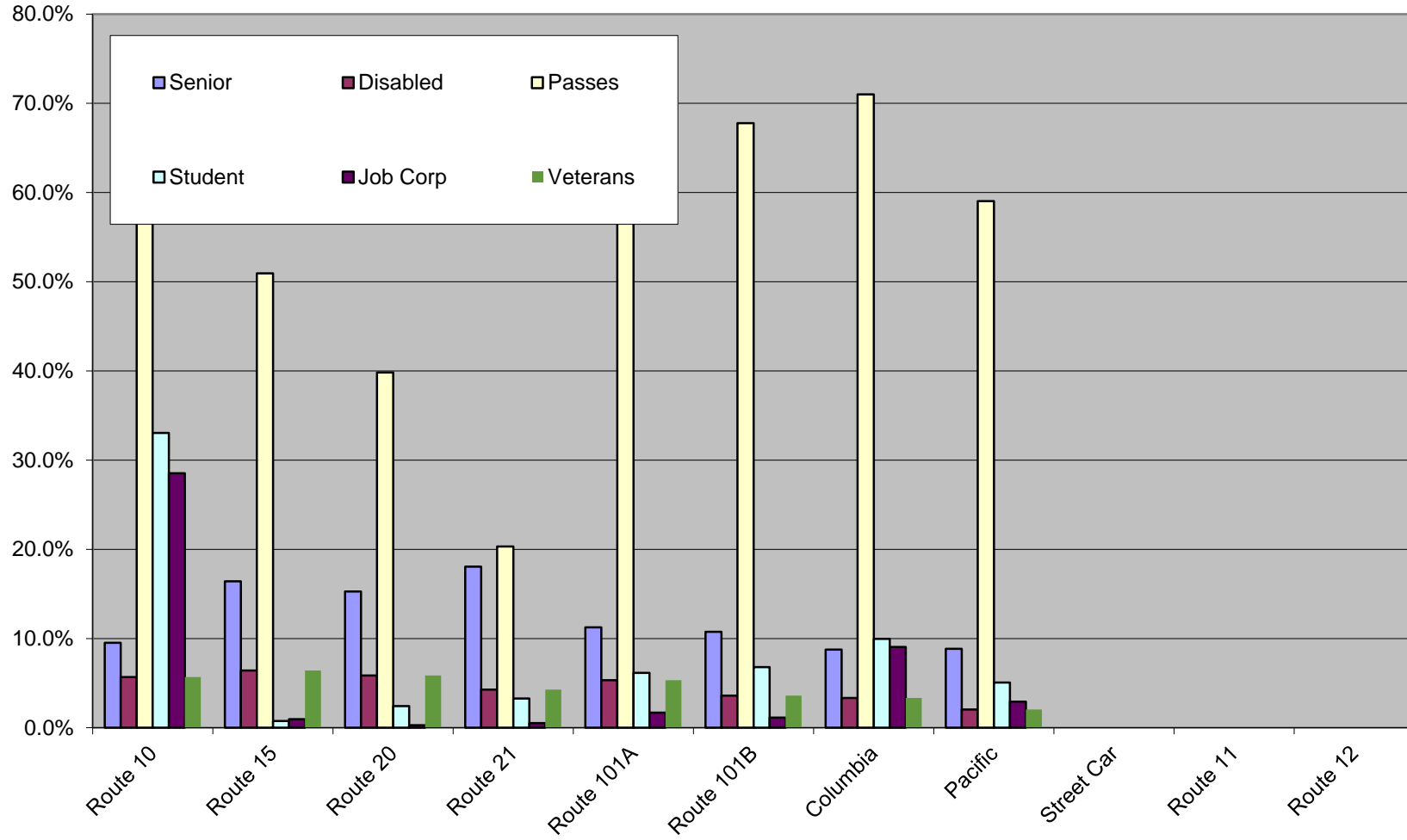
RideAssist Highlights:

- 1,059 rides were provided by RideAssist in April for an average of 35.3 rides per day.
- 13.3% increase in average RideAssist passengers per day from last April (31.1 to 35.3)
- 26.2 % increase in all ADA Paratransit rides from last April (478 to 603)

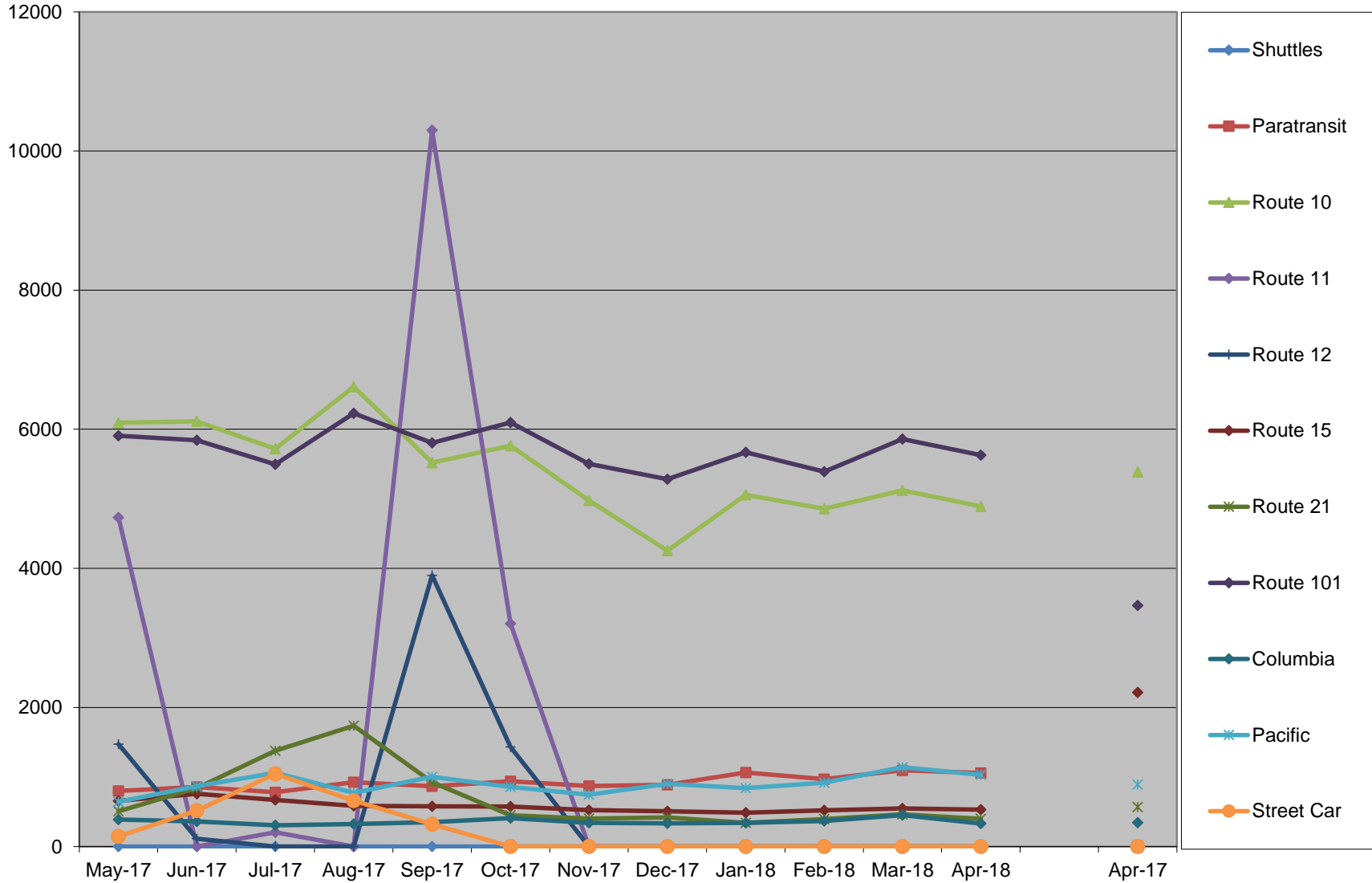
System Highlights:

- 16,625 people used Sunset Empire Transportation in April for an average of 554.2 riders per day.
- 5.8 % increase in all average passengers per day from last April (523.9 to 554.2)

Rider Breakdown by Route



SETD Rides



RIDE ASSIST
May 2018 Report
Jennifer Geisler

- In April, RideAssist had 1056 rides for an average of 35 rides per day. There were 603 ADA rides, 4 Dial-A-Ride and we provided 359 RideCare rides. There were 90 escorts that assisted in these rides.
- There were zero ride denials for ADA Paratransit rides in the month of April.
- ADA Paratransit Report
 - Number of completed applications received: 2
 - Number of incomplete applications received: 0
 - Number of interview/assessments scheduled: 0
 - Number of interview/assessments completed: 0
 - Number of determinations made:
 - Within 21 days: 1
 - More than 21 days: N/A
 - Determination by type:
 - Unconditional: 1
 - Conditional:
 - Temporary:
 - Not eligible:
 - Number of appeals requested: 0
 - Number of appeals heard: 0

RideAssist Fares Collected for April 2018

- Para-transit Fares collected: \$1103
- Tickets Collected: \$561
- Medicaid Billed: \$6369
- Ticket books sold: \$468
- Dial-A-Ride Fares collected: \$32



Outreach and Education
May 2018 Board Meeting Report
Mary Parker

Weekly travel training at Tongue Point Job Corp is something I look forward to. I love doing outreach on a one on one basis because it gives you an opportunity to answer all the questions and discuss the fears that people often have about riding the bus. Students this week were very interested in getting to the beach and having summer fun. They had great questions about how to flag down the bus and how to do trip planning. When I was leaving a couple of students from my previous class came up and talked to me. They said that had gone to Seaside last weekend but they had missed the last bus back to Astoria and had to take a cab. They said the fare was about \$40 but there were several of them to share the fare. When training I always discuss how important it is to plan your trip so that you know your options before you leave as you can get stranded specifically in rural areas and have to take a cab if there is one.

Mobility and Paratransit- We are continuing to discuss and look into developing a volunteer program for those needing a personal care attendant.

The Veterans Outreach Program- We have received the new rack cards for the Veterans Outreach and are distributing them as fast as possible. We will be focusing on Law Enforcement, First Responders, Fire Departments and service providers first.

Happy Anniversary SETD- We had a great 25th Anniversary Celebration Kickoff! The part I liked best was when the Astoria Warrenton Chamber came and helped with the ribbon cutting ceremony which signified to me that we are moving on to a fresh beginning for the next 25 years. It was nice to see many of our past Board members and other community leaders that attended. Thanks again to all that helped and participated.



Transportation Options
May 2018 Board Meeting Report
Matthew Weintraub

I have spent time developing an outreach plan for Astoria this summer. Loosely based on the 2015 Drive Less Save More campaign, this will see considerable time in the field this summer. Events planned include multiple neighborhood event rides and tabling at the Astoria Farmers Market. I will also be attending several farmers market events in Seaside.

I have worked with the City of Cannon Beach to get many of their employees to sign up for the Drive Less Connect program. As many already bus, walk and bike to work, this will allow NWTO to capture these trips. I have also provided supplemental programming to Seaside's SRTS program.

I have also been applying many of the 'lessons learned' from the ToGo meeting last month in Eugene to my work here with SETD. In particular, this means additional and continued outreach throughout the community, and tailoring programs for specific employers. Two other key takeaways were a renewal of our local Safe Routes to School Program and dispersing additional safety lights to riders.

Meetings attended/held over the past month

CHART

ODOT

Clatsop County Public Works

Seaside School District

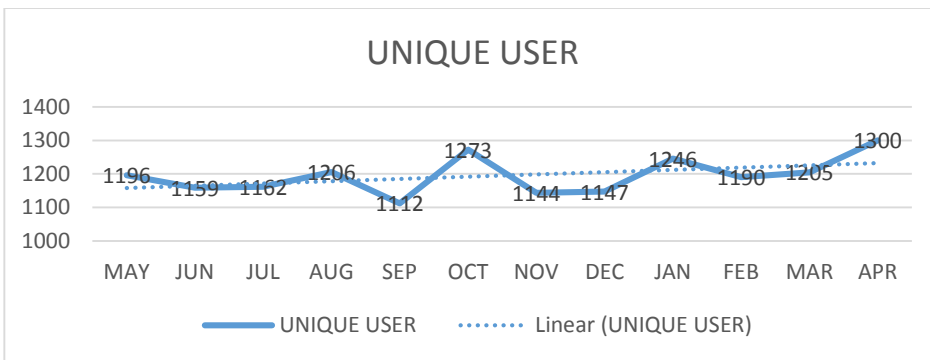
City of Cannon Beach

Oregon State Parks

Human Resource Report
May Board Meeting Report
Tami Carlson

- Uniform shirts with new 25th Anniversary logo distributed to all drivers. New colors are teal, royal and light blue. The logo turned out beautiful and looks great on the uniforms.
- Tracy and I are working with GNSA, the company who provides our timeclock system to set-up payroll and HR functions. Once in place it will cut down the payroll process tremendously.
- April 17th attended SDIS event in Tillamook. It's time for our 2018 benefit plan renewal. Premiums are not increasing by much this year. Some of the plan enhancements for 2018 are coverage for hearing aids without limitation, physical therapy no longer subject to deductible, MDLive still an option for employees and Regence vision benefits are now enrolled in the largest network in the nation.
- April 26th participated in SETD's 25th Anniversary celebration.
- Provided all information for the Public Records Request by American Transparency on all SETD employees for 2017.
- Submitted Quarterly Federal and State Payroll Reports.
- Other projects – Provided information for RideCare Audit and support for RC Team; Seaside Kiosk bldg. inspection.

- Trips in April decreased slightly again over this time last year while total communications increased slightly. The new layout of the call center is working great and is more efficient.
- Our next day, same day ride requests have decreased in the month of April as further efforts to reduce such calls have had success. These efforts do cause extra time from our CSRs but they are working through it by developing new individual processes that help them achieve these successes.
- The Audit that was ordered by the State has been completed by staff and issued on April 30th. We await the results of this audit.



Our unique users have spiked in April yet those users of the service did not impact the total rides provided in a significant way.

****Our call takers are averaging 116 outgoing/incoming calls per day.**

*****Ride Care has averaged 11,270 calls over the last 6 months.**

- Ride Care has accepted the CCO's request that we stay operating until July 31st with a promise of them taking a 100% risk share. Letters have been sent to all partners that would be affected by this decision.
- Ride Care has placed a pause on the Card Reimbursement program pilot due to some technical challenges but mainly due to the uncertainty of the future of the brokerage.
- Ride Care is looking forward to the technical assistance offered by the CCO in May. Keith Hagen from Care Oregon will be on site on May 8th and 9th as he will be offering his expertise to help us resolve our next day/same day ride request issues.