



**Sunset Empire Transportation District**

**BOARD OF COMMISSIONERS**

**BOARD MEETING AGENDA**

**THURSDAY June 28th, 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. PUBLIC HEARING – FY 2018-2019 BUDGET
9. PUBLIC HEARING – FARE & PASS POLICY
10. OLD BUSINESS
11. NEW BUSINESS
  - a. DRUG & ALCOHOL POLICY UPDATE
  - b. SURPLUS VEHICLE DISPOSITION
  - c. ODOT GRANT AGREEMENT 32868
  - d. ODOT GRANT AGREEMENT 32841
  - e. ODOT GRANT AGREEMENT 32854
12. CORRESPONDENCE
13. EXECUTIVE DIRECTOR REPORT
14. LEADERSHIP TEAM REPORTS
15. PUBLIC COMMENT (3 minute limit)
16. OTHER ITEMS



**BOARD OF COMMISSIONERS**  
**BOARD MEETING MINUTES**  
**May 24, 2018**  
**DRAFT**

1. CALL TO ORDER- Chair Kleczek called the meeting to order at 9:00 AM
2. ROLL CALL:  
Present: Chair Kathy Kleczek, Commissioner Kevin Widener, Commissioner Bryan Kidder, Commissioner Pamela Alegria, Commissioner Tracy MacDonald, Secretary/Treasurer Lylla Gaebel Vice Chair Carol Gearin was 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.
3. CHANGES TO AGENDA- Executive Director Hazen requested a letter to Hal Guard at ODOT be placed under 9. d. and a letter of support for the Port of Astoria be placed under 9. e.
4. PUBLIC COMMENT- None
5. APPROVAL OF APRIL 26, 2018 BOARD MEETING MINUTES-  
Commissioner MacDonald moved to approve the April 26, 2018 Board Minutes  
Commissioner Kidder seconded the motion  
Discussion- Spelling error to Kidder in roll call and add word “provide” after still on page 7  
Commissioner MacDonald amended motion to approve minutes as corrected  
Commissioner Kidder amended second 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 MacDonald- No Report
  - d. Commissioner Gaebel- Said she was very glad to be back from her travels specifically through the Panama Canal
  - e. Commissioner Kidder- Reported he has been making an effort to ride the bus more often and excited to be talking about the Fare changes and has offered to meet with Mary and talk about Marketing opportunities.
  - f. Chair Kleczek- reported she had attended the ACT meeting in May where there was a presentation done by the State Emergency Management Team about the County Emergency Management Plan information concerning communication which she has passed on to the Executive Director.
7. FINANCIAL REPORTS- Financial Officer Tracy Lofstrom reviewed the April Financials and Exceptions reports. Executive Director Hazen asked Tracy if she had included the totals of the Supplemental Budget in the Ride Care budget. Tracy said she had not added that in but would do so.  
Commissioner Gaebel moved to accept the April 2018 Financials as presented  
Commissioner Widener seconded the motion  
Discussion- None  
Motion passed unanimously

8. OLD BUSINESS

a. CANNON BEACH INTERGOVERNMENTAL AGREEMENT AMENDMENT-

Executive Director Hazen explained that the amendment will change the Cannon Beach Summer Weekday Route from Route 21 to Route 17. Hazen explained that there is confusion to riders because there is also a Weekend Route 21 that operates year round.

Commissioner Widener moved to approve the Amendment to the Cannon Beach IGA to change Route 21 Weekday to Route 17.

Commissioner Alegria seconded the motion

Discussion- None

Motion passed unanimously

b. COLUMBIA PACIFIC COORDINATED CARE ORGANIZATION AGREEMENT AMENDMENT-

Executive Director Hazen explained that a decision was made to terminate the Agreement with the CCO however this amendment reflects the agreement to continue operating the brokerage from May 1, 2018 through July 31, 2018 under a full cost basis. Chair Kleczek said she was concerned about amending an agreement that was terminated. Hazen said the Boards motion was to terminate effective May 31, 2018 and the CCO immediately asked to extend that to July 31, 2018.

Commissioner Macdonald moved to approve the amendment and to extend date of termination of the CCO agreement until July 31, 2018 under full cost reimbursement.

Commissioner Gaebel seconded the motion

Discussion- Commissioner Alegria asked if the amendment was reviewed by the attorney.

Hazen said the original agreement was reviewed but not the amendment. Commissioner Kidder asked if the original termination of the contract was carried out because if it is cancelled we cannot amend it. Hazen said the Boards motion was to terminate May 31, 2018 at which time the CCO asked if the brokerage would stay on board until July 31, 2018 to give them time to secure a new brokerage and changed reimbursement to 100%. Commissioner Gaebel said she shared Commissioner Alegria's concerns and recommended reinstating the agreement before making amendments. Chair Kleczek said she could see Executive Director Hazen's point that the agreement does not effectively get terminated until May 31<sup>st</sup> so we can amend it. Chair Kleczek requested that the amendment include the original date that notice was given and the original effective date. Commissioner Gaebel and Commissioner Alegria requested the amendment be sent to the SETD attorney.

Commissioner Gaebel withdrew her second of the original motion

Commissioner MacDonald withdrew his original motion to approve the amendment

Commissioner Gaebel moved to do a conditional approval of the amendment of the CCO agreement subject to review and approval by our attorney and direct the Executive Director to make contact with the attorney so there is sufficient time to hold a special meeting if necessary and this amendment extends our original termination date from May 31, 2018 to July 31, 2018.

Commissioner MacDonald seconded the motion

Motion passed Commissioner Widener abstained

c. FARE/PASS POLICY-

Executive Director Hazen reviewed the reasons that he is proposing a restructure of the current Fare and Pass Policy. He discussed how the current zone based Fare and complicated Pass structure is time consuming and inconsistent. Executive Director Hazen is proposing a flat fare of \$1.00 every time a rider board the bus, Monthly passes at \$30.00, Reduced Fare monthly passes at \$20, Summer Fun Passes will remain \$20 and a Daily Pass will be \$3.00. Executive Director Hazen said he is

confident that by lowering the fares and simplifying the pass program we will continue to see an increase in ridership. Executive Director Hazen also said that SETD will be holding Open Houses for public input and a Public Hearing for public input will be held during the June Board meeting.

Commissioner Gaebel moved that the Board hold a Public Hearing at the June 28<sup>th</sup> Board meeting for input on the proposed Fare change with the modification that we continue the existing policy on Military in uniform riding free and depending upon the input adopt the new Fare and Pass Policy effective July 1, 2018 with a report of facts and figures to the Board in 6 months.

Commissioner Kidder seconded the motion

Discussion- Chair Kleczek asked the cost of Tillamook's monthly pass. Executive Director Hazen said \$40. Chair Kleczek asked the cost of Tillamook's reduced monthly pass.

Executive Director Hazen said \$30. Chair Kleczek said we honor Tillamook passes on our buses does Tillamook honor our passes? Executive Director Hazen said yes and he had talked to Doug about the changes. Chair Kleczek asked about reciprocity with Columbia County. Executive Director Hazen said there is none outside of the Connector Pass. Chair Kleczek asked about reciprocity with Washington. Executive Director Hazen said there is none. Chair Kleczek said there is potential extra revenue with riders coming over from Washington all the time who might just buy a monthly pass.

Commissioner Gaebel called for the question.

Motion passed unanimously

- d. BOARD POLICIES UPDATES- Executive Director Hazen reported that the Board Policy Committee met on April 2, 2018 and reviewed and corrected Board Policies as indicated on the policies.

Further corrections made by the Board:

B 302- page 34 Remove the pleural s in ORS page 41 item 11 should be #305 Clerk #8 will have addition of "committee is subject to Public Record laws notification"

B 304- put comma after Board and remove comma after director

B 305 – add "on at least an annual basis" for policy reviews

B 307- add "the Board Chair will be notified when a Commissioner is unable to attend a meeting.

B 401- second paragraph first line add s to decision "decisions"

B 601- Change page numbers to say of 1 of 2 and 2 of 2 and eliminate 3<sup>rd</sup> page.

B 703- Due to a question in specific language requirements, the Board directed this policy to go back to the Board Policy Committee for review.

B 705- Change Board "President" to Board "Chair". If the Board Chair is not available the Executive Director will contact the Vice Chair.

Commissioner Kidder moved to approve the Board Polices described today with the exception of the revisiting of B703 by the Board Policy Committee

Commissioner MacDonald seconded the motion

Discussion- None

Motion passed unanimously

## 9. NEW BUSINESS

- a. ADA PARATRANSIT PLAN UPDATE- Jennifer Geisler, ADA Paratransit Supervisor reported that the Paratransit Plan had been updated. Jennifer explained that Ride Assist provides 3 different types of service; ADA Paratransit serving the elderly and disabled, Dial a Ride serving anyone in the underserved areas of the County and they are a provider for RideCare. Jennifer said the change that needs to be made is the change in name of the Route 21 Weekday to Route 17.

Commissioner Gaebel moved to approve the updated ADA Paratransit Plan

Commissioner Widener seconded the motion

Discussion- Commissioner MacDonald asked if Paratransit served the Hwy 26 area. Jennifer said no there is not Paratransit service in that area because there is no fixed route service there. Commission Alegria said that on page 29 complimentary was misspelled. Jeff said there was a correction on page 50 under Tillamook County Transportation the time should be 2:33 pm.

Motion passed unanimously

**b. SENIOR AND DISABLED TRANSPORTATION ADVISORY COMMITTEE RESTRUCURE-**

Executive Director Hazen reported that it has been a struggle to keep active members on the Senior and Disabled Transportation Advisory Committee and the new funding source through STIF has rules that require qualified entities to have advisory committees in place to approve plans for STIF. Rural agencies are being allowed to use existing committees. Executive Director Hazen proposed that the current S&D committee be renamed the Transportation Advisory Committee and recruit new members to increase membership to 7 positions.

Commissioner Gaebel moved that the S&D Committee become the Transportation Advisory Committee and direct staff to recruit members.

Commissioner Widener seconded the motion

Discussion- Commissioner Kidder asked if it would be appropriate for a Board member to occasionally attend the meetings so the new committee's comments are being heard. Commissioner Gaebel said that there have been 2 non-voting Board members (unless there is not a quorum) to be on the committee so she would hope that remains the same. Chair Kleczek said she has a concern that there be language that ensures that the makeup of the committee always involves persons otherly abled and minority groups and we have voices at the table that need to be represented and the Board continues to approve the committee members.

Motion passed unanimously

**c. ODOT GRANT AGREEMENT #32499 TRANSPORTATION OPTIONS PROGRAM-** Executive Director Hazen explained that this is a 3 year agreement with the Transportation Options program and that the Grant provides \$89,400.98 per year with a required match of \$8,032.67 for the entire three year agreement. Staff is recommending that the Board approve the Grant #32499 and authorize the Board Chair to Sign it.

Commissioner Gaebel moved to approve the Grant Agreement #32499 and approve the Board Chair to sign it.

Commissioner MacDonald seconded the motion

Discussion- None

Motion passed unanimously

Chair Kleczek called a 5 minute break in the meeting at 11:08 am.

Chair Kleczek called the meeting back to order 11:15 am.

**d. LETTER TO HAL GUARD-** Executive Director Hazen passed out a letter he had written to Hal Guard at ODOT that is required from rural transportation agencies interested in participating in the Low No Bus Program. Executive Director Hazen said this is a special program that does not require us to go out for procurement and allows us to choose a bus manufacturer ahead of time. Hazen said we will be using Proterra.

Commissioner Gaebel moved to authorize Executive Director Hazen to send the letter on behalf of the Board and authorize the Chair to sign.

Commissioner MacDonald seconded the motion

Discussion- Commissioner Kidder asked if successful, how long it would be before we had a bus. Executive Director Hazen said we never know the exact date but most manufactures are about a year out.

Chair Kleczek asked which phrase should be used for this program: LowNo or Low or No Emissions Program. Executive Director Hazen said it is Low or No and he will change the language accordingly.

Motion passed unanimously

e. PORT OF ASTORIA LETTER OF SUPPORT- Executive Director Hazen submitted a letter of support for the Port of Astoria which is seeking a TGM Grant for the development of the East End Mooring Basin Master Plan. The East End Mooring Basin is on our Route 10.

Commissioner Gaebel moved to approve the letter of support and authorize the Chair to sign and direct the Executive Director to send it.

Commissioner Kidder seconded the motion

Discussion: Commissioner Alegria asked if there was language we could add to the letter that we would look forward to reviewing the plan so we can have some involvement. Chair Kleczek said it is not our plan but as a member of the public we can be present at the Port meetings or the Board could assign someone to go to the meetings. Commissioner Widener said he has not seen the Master Plan therefore he cannot authorize supporting it. Executive Director Hazen said this is a TGM grant that will allow the Port to develop a Master Plan. Commissioner Widner said he could not support that either. Commissioner Kidder asked if we could somehow be involved to enhance or protect our Route 10 assets to make sure as we did with our needs with Walmart. Executive Director Hazen said the City of Astoria is partnering with the Port and providing staff to this project. Commissioner Gaebel proposed we add an extra sentence in the letter stating Sunset Empire Transportation District wants to assure that our Long Range Comprehensive Transportation Plan is represented in the Port of Astoria Master Plan.

Commissioner Gaebel amended her motion to send this letter to the Port with the addition of the sentence about our needs and authorize the Chair to sign it.

Commissioner Kidder amended his original second and seconded the amended motion

Motion passed 6 aye 1 no

10. CORROSPONDENCE- Executive Director Hazen read a letter received thanking Mary Parker for cleaning the shelter at the 4 way stop in Hammond.

11. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen introduced Scott Smith, Maintenance Supervisor who is making an incredible difference and we are very happy to have him back. Executive Director Hazen reviewed a few items from the May Director's report.

12. LEADERSHIP REPORTS-Reports submitted for May 2018: Operations- Paul Lewicki, Rider Reports- John Layton, Ride Assist- Jennifer Geisler, Marketing and Outreach- Mary Parker, RideCare- Jason Jones, Human Resources-Tami Carlson and Transportation Options- Matthew Weintraub.

13. PUBLIC COMMENT-None

14. OTHER ITEMS

Meeting was adjourned at 11:45 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](http://www.ridethebus.org)-Board of Commissioners- Monthly Meeting Minutes- March 2018.

*Mission Statement*

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

DRAFT

**Sunset Empire Transportation District**  
**MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT**  
**For the June 2018 Board of Commissioner's Meeting**

NOTE on Reviewing Financials: Month 11 = 92 % of Fiscal Year Budget\*

**Preliminary General Fund Profit and Loss**

The District's General Fund Total Year to Date (YTD) Income was \$2,242,411 (\$262,885 more than budget), 98% of annual budget and 113.3% of monthly budget. YTD Total Materials & Services was \$725,387 (\$100,975 less than budget), 79% of annual budget and 87.8% of monthly budget.

**Revenue**

- 4000 Fares: Revenues for the month were \$30,238 - \$11,254 more than the monthly budget; and better than budget year to date \$59,320.
- 4100 Contract Service-IGA: Payment was received from Columbia County for the IC Grant in the amount of \$23,199 and Cannon Beach was billed \$6600 for April/May services.
- 4205 Property Taxes: \$6,595 was received on 5/2/18.
- 4250 Timber Sales: Over monthly budget by \$82,763. Over budget YTD by \$224,353.
- 4271 Billboard Lease: Payment of \$1200 was received in January 2018.
- 4272 Parking: All parking spaces are leased out.
- 4273 Charging Station: Payment of \$343.75 was received on June 5th.
- 4300 Interest: March interest for General Fund was \$1231.
- 4310 Misc. Income: \$19 for laminating.
- 5000 Grants: Grant reimbursements billing for Q3 was submitted May 15<sup>th</sup>, payment was received on June 5<sup>th</sup> in the amount of \$134,463.

**Expense**

- 6005 Salaries & Wages: Over budget for the month by \$40,993, two months insurance posted in May which accounts for \$26,156 of the overage and there was some retro pay. Better than budget YTD by \$99,668.
- 7000 RC Provider Payments: All Veteran provider rides. Actual for May was \$296.
- 8031 Website/On-line SW Sub: \$422 for email accounts.
- 8032 Support Services/Contracts: \$18,475 to Trillium Solutions for Swiftly integration and real-time feed integration.
- 8050 Dues Subscriptions & Fees: ZEBRA membership - \$4500.
- 8170 Vehicle Maint & Repairs: Brakes, tires and AC repair accounted for a little higher month. Down \$11,913 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**  

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**MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT**  

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**For the June 2018 Board of Commissioner's Meeting**

**Ride Care Fund Profit and Loss**

Ride Care's (RC) total Income is 98% of total budget. YTD revenues of \$3,554,449 are \$458,729 more than Budget. YTD Interest Income of \$7,222 is \$2272 better than budgeted YTD. Materials & Services of \$2,963,146 are \$236,495 more than budget and are 85% of YTD budget.

***Income***

- 4300 Interest: Interest earned is \$204.
- 4500 RC Provider Service Reimbursement: Higher than budgeted; \$217,661 the CCO sent a second payment by accident for the month and RC received the 1<sup>st</sup> Q reimbursement of \$178,177. Ahead of budget by \$458,729.

***Expense***

- 4310 Misc. Income: SETD paid invoices that were deposited to RC account.
- 6005 Salaries and Wages: Over budget \$7,759 YTD.
- 7000 Contract Providers: Major providers include K &M \$46,326- AAA Ride Assist \$14,780 - Wapato \$91,187 - Ryan \$31,143 - Elliott \$13,777 – Tillamook \$35,283 and Medix \$21,040. Gas Vouchers accounted for \$18,686. Provider payments is over budget by \$82,513 YTD.
- 7030 Bus Passes: Over budget YTD by \$18,045. Amount is for March and April, May has not been billed.
- 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**  
**Profit & Loss Budget Performance-SETD**  
May 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	30,237.57	18,984.00	306,836.03	247,516.00	59,320.03	273,000.00	112%
4090 DONATIONS/COMMISSIONS	1,900.05	1,075.00	16,411.59	11,825.00	4,586.59	12,900.00	127%
4100 CONTRACTED SERVICES-IGA	23,199.00	10,325.00	132,245.92	113,575.00	18,670.92	123,900.00	107%
4200 TAXES					-		
4205 PROPERTY TAXES					-		
4207 Prior Year Property Tax	2,462.69	1,700.00	23,189.97	22,000.00	1,189.97	22,000.00	105%
4205 PROPERTY TAXES - Other	4,132.09	5,100.00	907,767.17	849,900.00	57,867.17	870,000.00	104%
Total 4205 PROPERTY TAXES	6,594.78	6,800.00	930,957.14	871,900.00	59,057.14	892,000.00	104%
4210 LAND SALES	0.00		0.00		-		
4215 US FISH & WILDLIFE	0.00		185.76		185.76		
Total 4200 TAXES	6,594.78	6,800.00	931,142.90	871,900.00	59,242.90	892,000.00	104%
4250 TIMBER SALES	112,763.12	30,000.00	384,352.69	160,000.00	224,352.69	160,000.00	240%
4260 MASS TRANSIT ASSESSMENT	0.00	0.00	52,990.83	50,250.00	2,740.83	67,000.00	79%
4270 RENTAL INCOME					-		
4271 BILLBOARD LEASE	0.00		1,200.00	1,200.00	-	1,200.00	100%
4272 PARKING SPACES	760.00	760.00	7,552.50	8,360.00	(807.50)	9,120.00	83%
4273- Charging Station	0.00	200.00	0.00	200.00	(200.00)	200.00	0%
Total 4270 RENTAL INCOME	760.00	960.00	8,752.50	9,760.00	(1,007.50)	10,520.00	83%
4300 INTEREST	1,231.35	400.00	11,329.71	4,400.00	6,929.71	4,800.00	236%
4310 MISC INCOME	19.00		5,143.07		5,143.07		
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	0.00	38,801.00	0.00	
5006 TRANS OPTIONS DR LESS CON	0.00		33,881.00	38,480.00	(4,599.00)	58,985.00	57%

**Sunset Empire Transportation District  
Profit & Loss Budget Performance-SETD  
May 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		-		
<b>Total 5001 ODOT GRANTS</b>	0.00	0.00	297,866.00	427,547.00	(129,681.00)	651,247.00	46%
5050 MISC GRANTS	0.00	6,000.00	1,351.00	24,000.00	(22,649.00)	24,000.00	6%
<b>Total 5000 GRANTS</b>	0.00	6,000.00	299,217.00	451,547.00	(152,330.00)	675,247.00	44%
5080 OREGON STF FUNDS	0.00	0.00	93,240.00	58,753.00	34,487.00	58,753.00	159%
Other Types of Income	0.00		1,579.47		1,579.47		
<b>Total Income</b>	176,704.87	74,544.00	2,242,410.86	1,979,526.00	262,884.86	2,278,120.00	98%
<b>Gross Profit</b>	176,704.87	74,544.00	2,242,410.86	1,979,526.00	262,884.86	2,278,120.00	98%
<b>Expense</b>							
<b>1. PERSONNEL SERVICES</b>							
6005 SALARIES & WAGES	99,095.72	93,944.00	1,083,944.85	1,127,371.00	43,426.15	1,221,315.00	89%
6200 PAYROLL EXPENSES	13,499.57	11,168.00	111,614.03	134,027.00	22,412.97	145,195.00	77%
6300 EMPLOYEE BENEFITS	61,050.02	27,540.00	296,655.76	330,485.00	33,829.24	358,025.00	83%
<b>Total 1. PERSONNEL SERVICES</b>	173,645.31	132,652.00	1,492,214.64	1,591,883.00	99,668.36	1,724,535.00	87%
<b>2. MATERIALS &amp; SERVICES</b>							
7000 RC PROVIDER PAYMENTS	296.46	183.00	9,055.97	2,017.00	(7,038.97)	2,200.00	412%
7030 BUS PASSES	0.00	0.00	0.00	0.00	-	0.00	
8005 AUDIT	0.00	0.00	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	3,850.00	824.93	4,200.00	72%
8010 BANK FEES	120.37	278.00	1,542.39	3,063.00	1,520.61	3,341.00	46%
8020 BLDING & GROUNDS MAINT	3,502.44	2,656.00	45,932.96	29,222.00	(16,710.96)	31,878.00	144%
<b>8030 COMP-INFO-TECH SERVICES</b>							
8031 WEBSITE/ON-LINE SW SUB	421.80		8,047.47		(8,047.47)		
8032 SUPPORT SERVICES/CONTRACTS	13,232.40		61,050.26	0.00	(61,050.26)	0.00	
8030 COMP-INFO-TECH SERVICES - Other	8,680.98	3,648.00	8,683.95	74,524.00	65,840.05	78,172.00	11%
<b>Total 8030 COMP-INFO-TECH SERVICES</b>	22,335.18	3,648.00	77,781.68	74,524.00	(3,257.68)	78,172.00	100%
8035 CONF TRAINING & TRAVEL	1,636.28	1,165.00	23,431.12	20,769.00	(2,662.12)	24,084.00	97%
8040 DONATIONS/CONTRIBUTIONS	0.00		-225.52		225.52		

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

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8045 DRUG/ALCOHOL/BG CHECKS	68.00	416.00	2,600.40	4,584.00	1,983.60	5,000.00	52%
8050 DUES SUBSCRIPTIONS & FEES	4,773.51	905.00	16,223.30	17,472.00	1,248.70	19,143.00	85%
8053 IGA - DUES AND FEES	0.00		10,000.00	0.00	(10,000.00)	0.00	
8055 DURABLE EQUIP/SMALL TOOLS	1,596.25	5,366.00	14,586.45	59,034.00	44,447.55	64,400.00	23%
8061 EQUIPMENT LEASE/RENT	0.00	458.00	2,643.66	5,042.00	2,398.34	5,500.00	48%
8065 EDUCATION/OUTREACH	2,555.31	3,333.00	16,753.20	36,667.00	19,913.80	40,000.00	42%
8070 EMPLOYEE RECOGNITION	87.45	823.00	7,741.67	9,057.00	1,315.33	9,880.00	78%
8072 Election Fees	0.00		0.00	0.00	-	0.00	
8075 FUEL	17,896.84	21,039.00	157,131.58	231,433.00	74,301.42	252,472.00	62%
8080 INSURANCE	0.00	3,300.00	77,221.56	50,987.00	(26,234.56)	61,479.00	126%
8090 LEGAL ADS	109.20	0.00	484.01	300.00	(184.01)	800.00	61%
8095 LEGAL COUNSEL	0.00	550.00	2,117.50	6,150.00	4,032.50	6,400.00	33%
8100 MEETING EXPENSE	44.23	146.00	820.47	1,614.00	793.53	1,760.00	47%
8120 OFFICE SUPPLIES	1,345.03	1,446.00	14,226.18	15,906.00	1,679.82	17,352.00	82%
8130 PAYROLL PROCESSING FEES	117.04	162.00	1,328.67	1,966.00	637.33	2,128.00	62%
8135 PRINTING	2,117.56	2,816.00	6,226.45	30,984.00	24,757.55	33,800.00	18%
8139 PROFESSIONAL SERVICES	1,543.50	3,520.00	38,624.70	38,720.00	95.30	42,240.00	91%
8140 SUBGRANT PASS THROUGH	0.00		4,250.00	0.00	(4,250.00)	0.00	
8150 TAXES/LICENSES/BUS REG FEE	0.00	0.00	3,634.38	250.00	(3,384.38)	330.00	1101%
8155 TELEPHONE/INTERNET SERVICE	3,769.87	2,558.00	42,832.79	28,144.00	(14,688.79)	30,702.00	140%
8160 UNIFORMS	467.03	910.00	2,095.89	10,014.00	7,918.11	10,924.00	19%
8165 UTILITIES	1,440.92	1,733.00	17,257.11	19,063.00	1,805.89	20,796.00	83%
8170 VEHICLE MAINT & REPAIRS	16,736.22	10,000.00	98,087.26	110,000.00	11,912.74	120,000.00	82%
<b>Total 2. MATERIALS &amp; SERVICES</b>	<b>82,558.69</b>	<b>67,761.00</b>	<b>725,387.10</b>	<b>826,362.00</b>	<b>100,974.90</b>	<b>917,633.00</b>	<b>79%</b>
<b>Total Expense</b>	<b>256,204.00</b>	<b>200,413.00</b>	<b>2,217,601.74</b>	<b>2,418,245.00</b>	<b>200,643.26</b>	<b>2,642,168.00</b>	<b>84%</b>
<b>Net Ordinary Income</b>	<b>-79,499.13</b>	<b>-125,869.00</b>	<b>24,809.12</b>	<b>-438,719.00</b>	<b>(463,528.12)</b>	<b>-364,048.00</b>	<b>-7%</b>
<b>Other Income/Expense</b>					-		
<b>Other Expense</b>					-		
<b>3. OTHER EXPENSES</b>					-		
9610 CLATSOP BANK-PRINCIPAL	5,997.57	6,016.83	64,421.70	64,488.06	66.36	70,517.00	91%

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

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
9611 CLATSOP BANK-LOAN INT	575.93	556.67	7,886.80	7,820.44	(66.36)	8,365.00	94%
<b>Total 3. OTHER EXPENSES</b>	<b>6,573.50</b>	<b>6,573.50</b>	<b>72,308.50</b>	<b>72,308.50</b>	-	<b>78,882.00</b>	<b>92%</b>
9600 DEBT SERVICE & INTERES-FEE	0.00		440.80		<b>(440.80)</b>		
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	41,800.00	41,800.00	-	41,800.00	100%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	5,685.75	3,690.00	<b>(1,995.75)</b>	7,041.00	81%
9700 CAPITAL EXPENSE	0.00	0.00	0.00	0.00	-	28,000.00	0%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	-	200,000.00	0%
9850 TRANSFER OUT	0.00	0.00	0.00	0.00	-	104,208.00	0%
<b>Total Other Expense</b>	<b>6,573.50</b>	<b>6,573.50</b>	<b>120,235.05</b>	<b>117,798.50</b>	<b>(2,436.55)</b>	<b>459,931.00</b>	<b>26%</b>
<b>Net Other Income</b>	<b>-6,573.50</b>	<b>-6,573.50</b>	<b>-120,235.05</b>	<b>-117,798.50</b>	<b>2,436.55</b>	<b>-459,931.00</b>	<b>26%</b>
	<b>-86,072.63</b>	<b>-132,442.50</b>	<b>-95,425.93</b>	<b>-556,517.50</b>	<b>(461,091.57)</b>	<b>-823,979.00</b>	<b>12%</b>

**Sunset Empire Transportation District**  
**Profit & Loss Budget Performance-RiDECARE**  
May 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	204.49	450.00	7,222.59	4,950.00	2,272.59	5,400.00	134%
4310 MISC INCOME	1,410.00		23,868.00		23,868.00		
4500 RC PROVIDER SERVICE REIM	722,137.84	272,000.00	3,522,148.14	3,090,770.00	431,378.14	3,612,697.00	97%
Other Types of Income	0.00		1,210.00		1,210.00		
<b>Total Income</b>	<b>723,752.33</b>	<b>272,450.00</b>	<b>3,554,448.73</b>	<b>3,095,720.00</b>	<b>458,728.73</b>	<b>3,618,097.00</b>	<b>98%</b>
<b>Gross Profit</b>	<b>723,752.33</b>	<b>272,450.00</b>	<b>3,554,448.73</b>	<b>3,095,720.00</b>	<b>458,728.73</b>	<b>3,618,097.00</b>	<b>98%</b>
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	24,692.07	21,920.00	294,364.09	267,706.00	(26,658.09)	289,626.00	102%
6200 PAYROLL EXPENSES	3,656.68	2,784.00	28,942.73	33,873.00	4,930.27	36,657.00	79%
6300 EMPLOYEE BENEFITS	13,483.77	7,296.00	75,037.80	89,006.00	13,968.20	96,302.00	78%
<b>Total 1. PERSONNEL SERVICES</b>	<b>41,832.52</b>	<b>32,000.00</b>	<b>398,344.62</b>	<b>390,585.00</b>	<b>(7,759.62)</b>	<b>422,585.00</b>	<b>94%</b>
2. MATERIALS & SERVICES					0.00		
7000 RC PROVIDER PAYMENTS	308,911.40	300,000.00	3,108,343.48	3,025,830.00	(82,513.48)	3,325,830.00	93%
7030 BUS PASSES	4,620.00	1,500.00	34,545.00	16,500.00	(18,045.00)	18,000.00	192%
7050 DMAP/CCO Annual Adjustment	0.00		-243,139.00	0.00	243,139.00	0.00	
8005 AUDIT	0.00	450.00	8,123.80	7,900.00	(223.80)	9,048.00	90%
8006 ADS (HR JOB POSTING)	0.00	20.00	351.82	180.00	(171.82)	200.00	176%
8010 BANK FEES	0.05	14.00	118.50	157.00	38.50	171.00	69%
8020 BLDING & GROUNDS MAINT	415.51	802.00	5,148.24	8,826.00	3,677.76	9,628.00	53%
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		1,834.82		(1,834.82)		
8032 SUPPORT SERVICES/CONTRACTS	1,097.60		4,653.27	0.00	(4,653.27)	0.00	
8030 COMP-INFO-TECH SERVICES - Other	0.00	1,453.00	0.00	50,985.00	50,985.00	52,438.00	0%
<b>Total 8030 COMP-INFO-TECH SERVICES</b>	<b>1,230.80</b>	<b>1,453.00</b>	<b>6,488.09</b>	<b>50,985.00</b>	<b>44,496.91</b>	<b>52,438.00</b>	<b>12%</b>
8035 CONF TRAINING & TRAVEL	53.00	300.00	1,030.77	6,746.00	5,715.23	8,046.00	13%

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

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8045 DRUG/ALCOHOL/BG CHECKS	164.00	143.00	1,880.00	1,582.00	(298.00)	1,725.00	109%
8050 DUES SUBSCRIPTIONS & FEES	0.00	200.00	238.63	3,498.00	3,259.37	3,698.00	6%
8055 DURABLE EQUIP/SMALL TOOLS	0.00	1,016.00	229.44	11,184.00	10,954.56	12,200.00	2%
8065 EDUCATION/OUTREACH	0.00	166.00	125.00	1,834.00	1,709.00	2,000.00	6%
8070 EMPLOYEE RECOGNITION	0.00	343.00	771.65	3,777.00	3,005.35	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	0.00		11.09	0.00	-11.09	0.00	
8095 LEGAL COUNSEL	0.00	41.00	0.00	458.00	458.00	500.00	0%
8100 MEETING EXPENSE	0.00	53.00	82.88	587.00	504.12	640.00	13%
8120 OFFICE SUPPLIES	183.31	441.00	2,929.90	4,857.00	1,927.10	5,298.00	55%
8130 PAYROLL PROCESSING FEES	36.96	34.00	419.58	410.00	(9.58)	444.00	95%
8135 PRINTING	8.40	133.00	43.48	1,467.00	1,423.52	1,600.00	3%
8139 PROFESSIONAL SERVICES	290.00	250.00	5,850.01	2,750.00	(3,100.01)	3,000.00	195%
8155 TELEPHONE/INTERNET SERVICE	1,158.28	3,218.00	15,989.20	35,400.00	19,410.80	38,618.00	41%
8160 UNIFORMS	0.00	83.00	0.00	917.00	917.00	1,000.00	0%
8165 UTILITIES	577.03	789.00	7,332.36	8,686.00	1,353.64	9,475.00	77%
<b>Total 2. MATERIALS &amp; SERVICES</b>	<b>317,648.74</b>	<b>311,449.00</b>	<b>2,963,145.81</b>	<b>3,199,641.00</b>	<b>236,495.19</b>	<b>3,514,493.00</b>	<b>84%</b>
<b>Total Expense</b>	<b>359,481.26</b>	<b>343,449.00</b>	<b>3,361,490.43</b>	<b>3,590,226.00</b>	<b>228,735.57</b>	<b>3,937,078.00</b>	<b>85%</b>
<b>Net Ordinary Income</b>	<b>364,271.07</b>	<b>-70,999.00</b>	<b>192,958.30</b>	<b>-494,506.00</b>	<b>(687,464.3)</b>	<b>-318,981.00</b>	<b>-60%</b>
<b>Other Income/Expense</b>					0.00		
<b>Other Expense</b>					0.00		
9600 DEBT SERVICE & INTERES-FEE	0.00		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	0.00	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	0.00	
<b>Total Other Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>289,593.45</b>	<b>322,486.00</b>	<b>32,892.55</b>	<b>359,941.00</b>	<b>80%</b>
<b>Net Other Income/Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>-289,593.45</b>	<b>-322,486.00</b>	<b>(32,892.55)</b>	<b>-359,941.00</b>	<b>80%</b>
	<b>364,271.07</b>	<b>-70,999.00</b>	<b>-96,635.15</b>	<b>-816,992.00</b>	<b>(720,356.85)</b>	<b>-678,922.00</b>	<b>14%</b>

Sunset Empire Transportation District  
**Balance Sheet**  
 As of May 31, 2018

	<u>May 31, 18</u>		
<b>ASSETS</b>		<b>LIABILITIES &amp; EQUITY</b>	
<b>Current Assets</b>		<b>Liabilities</b>	
Checking/Savings	1,358,735.08	<b>Current Liabilities</b>	
Accounts Receivable	81,683.23	<b>Accounts Payable</b>	
Other Current Assets		2000 ACCOU	139,335.10
1400 PREPAID EXPENSES	484.81	<b>Total Accounts Payable</b>	139,335.10
1500 UNDEPOSITED FUNDS	1,706.90	Other Current Liabilities	57,545.59
<b>Total Other Current Assets</b>	<u>2,191.71</u>	<b>Total Current Liabilities</b>	<u>196,880.69</u>
<b>Total Current Assets</b>	<u>1,442,610.02</u>	<b>Long Term Liabilities</b>	
<b>TOTAL ASSETS</b>	<u><u>1,442,610.02</u></u>	2800 INTERCOMPANY DUE TO/FROM	
		2810 DUE TO	(37,934.82)
		2815 DUE TO	37,934.82
		<b>Total 2800 INTERCOMPAN</b>	<u>0.00</u>
		<b>Total Long Term Liabilities</b>	<u>0.00</u>
		<b>Total Liabilities</b>	196,880.69
		<b>Equity</b>	
		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	(192,061.05)
		<b>Total Equity</b>	<u>1,245,729.33</u>
		<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>1,442,610.02</u></u>



**Sunset Empire Transportation District**  
**A/R Aging Summary**  
As of May 31, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
CLATSOP BEHAVIORAL HEALTHCARE	330.00	0.00	0.00	0.00	0.00	330.00
COLUMBIA COUNTY TRANSPORTATION DIST	23,199.00	0.00	0.00	0.00	0.00	23,199.00
DHS - CHILD WELFARE-CLATSOP	630.00	78.00	894.00	0.00	0.00	1,602.00
DSHS-Childrens Admin Office	36.00	0.00	0.00	0.00	0.00	36.00
OR DHS-VOCATIONAL REHAB SERVICES	132.00	0.00	0.00	0.00	0.00	132.00
PROVIDENCE ELDERPLACE	0.00	30.00	0.00	0.00	0.00	30.00
Providence Seaside Hospital	0.00	30.00	30.00	0.00	0.00	60.00
RC-COLUMBIA PACIFIC	0.00	0.00	0.00	0.00	0.00	0.00
RIDECARE ADMIN	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b><u>24,327.00</u></b>	<b><u>138.00</u></b>	<b><u>924.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>25,389.00</u></b>

**Sunset Empire Transportation District**  
**A/P Aging Summary**  
As of May 31, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
ALSCO	77.54	0.00	0.00	0.00	0.00	77.54
CASH N CARRY	219.90	0.00	0.00	0.00	0.00	219.90
CoastCom, Inc.	0.00	-3,722.88	0.00	0.00	0.00	-3,722.88
CRS	372.67	0.00	0.00	0.00	0.00	372.67
E-HAZEN JEFF	446.36	0.00	0.00	0.00	0.00	446.36
EARTH2O	10.00	0.00	0.00	0.00	0.00	10.00
GLASCO GLASS CO. LLC	425.00	0.00	0.00	0.00	0.00	425.00
GNSA	286.02	0.00	0.00	0.00	0.00	286.02
HOME DEPOT CREDIT SERVICES	0.00	0.00	-5.98	0.00	0.00	-5.98
JACKSON & SON OIL, INC.	4,531.83	0.00	0.00	0.00	0.00	4,531.83
MCCALL TIRE CENTER - Warrenton	37.00	0.00	0.00	0.00	0.00	37.00
MTR WESTERN BUS	1,131.44	0.00	0.00	0.00	0.00	1,131.44
NW NATURAL	79.51	0.00	0.00	0.00	0.00	79.51
O'REILLY AUTO PARTS	1,035.10	0.00	7.31	0.00	0.00	1,042.41
OFFICE DEPOT	231.69	0.00	0.00	0.00	0.00	231.69
RC-AAA RIDE ASSIST LLC	2,689.01	0.00	0.00	0.00	0.00	2,689.01
RC-COLUMBIA COUNTY RIDER	716.00	0.00	0.00	0.00	0.00	716.00
RC-ELLIOTT'S TRANSPORT	2,572.00	0.00	0.00	0.00	0.00	2,572.00
RC-HOT SHOT TRANSPORTATION	7.50	0.00	0.00	0.00	0.00	7.50
RC-K & M MEDIVAN	10,407.25	0.00	0.00	0.00	0.00	10,407.25
RC-LEE, RYAN	7,290.55	0.00	0.00	0.00	0.00	7,290.55
RC-MEDIX AMBULANCE	4,347.20	0.00	0.00	0.00	0.00	4,347.20
RC-METRO WEST AMBULANCE	1,694.64	0.00	0.00	0.00	0.00	1,694.64
RC-MTN RETREAT SECURE TRANSPORT	782.00	0.00	0.00	0.00	0.00	782.00
RC-SETD-PARA	1,168.00	0.00	0.00	0.00	0.00	1,168.00
RC-TILLAMOOK COUNTY TRANSPORTATION	12,867.00	0.00	0.00	0.00	0.00	12,867.00
RC-WAPATO SHORES, INC	14,963.27	0.00	0.00	0.00	0.00	14,963.27
TERRY'S PLUMBING	276.00	0.00	0.00	0.00	0.00	276.00
TRILLIUM SOLUTIONS, INC	18,475.00	0.00	0.00	0.00	0.00	18,475.00
V-CARTER, JOHN	93.42	0.00	0.00	0.00	0.00	93.42
VERIZON WIRELESS	839.88	0.00	0.00	0.00	0.00	839.88
WESTERN BUS SALES, INC.	-132.33	0.00	0.00	0.00	0.00	-132.33
WILCOX & FLEGEL	13,365.01	0.00	0.00	0.00	0.00	13,365.01
<b>TOTAL</b>	<b><u>101,305.46</u></b>	<b><u>-3,722.88</u></b>	<b><u>1.33</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>97,583.91</u></b>

Sunset Empire Transportation District  
**Check Detail**  
 May 2018

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Paid Amount</u>
5192	05/01/2018	RC-K & M MEDIVAN	10,435.48
5193	05/01/2018	RC-LEE, RYAN	7,753.14
5194	05/01/2018	RC-MEDIX AMBULANCE	5,254.00
5199	05/01/2018	RC-TILLAMOOK COUNTY TRANSPORTATION	27,639.00
5200	05/01/2018	RC-WAPATO SHORES, INC	14,981.33
5206	05/08/2018	RC-K & M MEDIVAN	10,339.10
5207	05/08/2018	RC-LEE, RYAN	6,001.70
5214	05/08/2018	RC-WAPATO SHORES, INC	23,987.58
5221	05/15/2018	RC-K & M MEDIVAN	9,238.86
5222	05/15/2018	RC-LEE, RYAN	5,537.74
5223	05/15/2018	RC-MEDIX AMBULANCE	5,670.80
5228	05/15/2018	RC-TILLAMOOK COUNTY TRANSPORTATION	14,946.00
5230	05/15/2018	RC-WAPATO SHORES, INC	16,964.11
5231	05/15/2018	RC-WILCOX & FLEGEL	6,974.20
5236	05/22/2018	RC-K & M MEDIVAN	8,013.79
5237	05/22/2018	RC-LEE, RYAN	6,276.38
5244	05/22/2018	RC-WAPATO SHORES, INC	17,373.88
5250	05/29/2018	RC-K & M MEDIVAN	8,327.15
5251	05/29/2018	RC-LEE, RYAN	6,036.34
5258	05/29/2018	RC-TILLAMOOK COUNTY TRANSPORTATION	7,470.00
5259	05/29/2018	RC-WAPATO SHORES, INC	17,898.21
17927	05/01/2018	SDIS	38,575.00
17944	05/01/2018	TILLAMOOK COUNTY DISTRICT	6,780.00
17994	05/16/2018	WILCOX & FLEGEL	11,669.87
17998	05/21/2018	CARD SERVICE CENTER	5,972.52
18009	05/21/2018	SDIS	6,603.16
18017	05/29/2018	SDIS	38,677.20

# Bill

Sunset Empire Transportation District  
 900 Marine Drive  
 Astoria, OR 97103

Date	Ref. No.
05/16/2018	0342 4/7 TO 5/8

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

**PAID**

Bill Due	06/15/2018
Terms	
Memo	APR 7 TO MAY 8

## Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL	0326 - HAZEN ORBITZ - LODGING FOR JEFF FOR ELECTRIC BUS SHOWCASE	125.54		ADMINISTRATION
8038 TRAVEL	AMTRAK - TRANSPORTATION FOR JEFF FOR ELECTRIC BUS SHOWCASE	19.00		ADMINISTRATION
8038 TRAVEL	AMTRAK - TRANSPORTATION FOR JEFF FOR ELECTRIC BUS SHOWCASE	22.00		ADMINISTRATION
8038 TRAVEL	PARKING MANAGEMENT - PARKING FOR JEFF FOR CPCCO MEETING	6.00		ADMINISTRATION
8038 TRAVEL	PIETROS PIZZA - FOOD FOR JEFF FOR PTAC MEETING	10.50		ADMINISTRATION
8030 COMP-INFO-TECH SERVICES	APPLE - STORAGE FOR IPAD	0.99		ADMINISTRATION
8135 PRINTING	4IMPRINT - FRISBEES FOR 25 YEAR ANNIVERSARY	602.87		ADMINISTRATION
8120 OFFICE SUPPLIES	FRED MEYER - BEVERAGE DISPENSER	14.99		ADMINISTRATION
8100 MEETING EXPENSE	WET DOG - FOOD FOR JEFF FOR CHAMBER MEETING	11.50		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	SAFEWAY - FLOWERS FOR ADMIN DAY	44.47		ADMINISTRATION
8121 POSTAGE-SHIPING	USPS - POSTAGE	6.70		ADMINISTRATION
8121 POSTAGE-SHIPING	USPS - POSTAGE	6.70		ADMINISTRATION
8021 B&M GENERAL	0284 - JONES UNION BANK OF PORTLAND - PARKING FOR JASON FOR CPCCO MEETING	10.00	RIDECARE ADMIN	ADMINISTRATION
8038 TRAVEL	MCDONALDS - FOOD FOR JASON FOR CPCCO MEETING	3.00	RIDECARE ADMIN	ADMINISTRATION

Sunset Empire Transportation District  
 900 Marine Drive  
 Astoria, OR 97103

Date	Ref. No.
05/16/2018	0342 4/7 TO 5/8

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

**PAID**

Bill Due	06/15/2018
Terms	
Memo	APR 7 TO MAY 8

## Expenses

Account	Memo	Amount	Customer:Job	Class
8070 EMPLOYEE RECOGNITION	FRED MEYER - FOOD FOR STAFF	5.99	RIDECARE ADMIN	ADMINISTRATION
8120 OFFICE SUPPLIES	FRED MEYER - FOOD FOR RIDECARE ADVISORY MEETING	9.19	RIDECARE ADMIN	RIDECARE
8121 POSTAGE-SHIPPING	USPS - POSTAGE	8.19	RIDECARE ADMIN	ADMINISTRATION
8120 OFFICE SUPPLIES	STAPLES - OFFICE SUPPLIES	42.95	RIDECARE ADMIN	ADMINISTRATION
8121 POSTAGE-SHIPPING	USPS - POSTAGE	12.00	RIDECARE ADMIN	ADMINISTRATION
8121 POSTAGE-SHIPPING	USPS - POSTAGE	50.00	RIDECARE ADMIN	RIDECARE
8032 SUPPORT SERVICES/CONTRACT	0334 - LAYTON ADOBE - SOFTWARE SUBSCRIPTION FOR JOHN AND MARY	34.98		ADMINISTRATION
8032 SUPPORT SERVICES/CONTRACT	ORECX - YEARLY SUBSCRIPTION FOR CALL RECORDING FOR RIDECARE	80.00	RIDECARE ADMIN	ADMINISTRATION
8066 EVENT SUPPLIES	4IMPRINT - 25 YEAR ANNIVERSARY ITEMS	434.48		ADMINISTRATION
8120 OFFICE SUPPLIES	AMAZON VIDEO ON DEMAND - PURCHASE ERROR - WILL BE CREDITED ON NEXT STATEMENT	3.99		ADMINISTRATION
8030 COMP-INFO-TECH SERVICES	LENOVO - ADOBE SOFTWARE FOR TC MANAGER'S COMPUTER	179.99		ADMINISTRATION
8056 COMPUTER HARDWARE	LENOVO - COMPUTER FOR TC MANAGER	1,216.30		ADMINISTRATION
8173 STOCK PARTS	0946 - LEWICKI DSU PETERBILT - ITEM RETURNED	-29.28		OPER 5311
8023 B&M SHELTER CLEAN & REPAI	PIZZA HUT - FOOD FOR SHELTER CREW	82.31		OPER 5311

Sunset Empire Transportation District  
 900 Marine Drive  
 Astoria, OR 97103

Date	Ref. No.
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**PAID**

Bill Due	06/15/2018
Terms	
Memo	APR 7 TO MAY 8

## Expenses

Account	Memo	Amount	Customer:Job	Class
8021 B&M GENERAL	AMAZON MARKETPLACE - REPLACE KEYPAD FOR OPS GATE	466.98		OPER 5311
8120 OFFICE SUPPLIES	STAPLES - SIGNS	5.92		OPER 5311
8173 STOCK PARTS	ANGELTRAX - VIDEO PARTS FOR BUS	157.60		OPER 5311
8173 STOCK PARTS	DSU PETERBILT - #75 WATER PUMP	390.82		OPER 5311
8038 TRAVEL	WWW.RESERVATIONS.COM - USER FEE FOR HOTEL RESERVATION FOR TAMI	14.99		ADMINISTRATION
8038 TRAVEL	HOTEL RESERVATION.COM - LODGING FOR TAMI FOR CLASS	278.08		ADMINISTRATION
8070 EMPLOYEE RECOGNITION	FRED MEYER - GIFT CARD FOR EMPLOYEE OF QUARTER	30.00		ADMINISTRATION
8065 EDUCATION/OUTREACH	AMAZON - LITERATURE RACK	108.63		ADMINISTRATION
8022 B&M JANITORIAL	GOKEYLESS - SHOP DOOR SECURITY	37.11		OPER 5311
8070 EMPLOYEE RECOGNITION	SAFEWAY - TRASH BAGS	6.99		OPER 5311
8121 POSTAGE-SHIPING	USPS - POSTAGE	9.62		ADMINISTRATION
8021 B&M GENERAL	CITY LUMBER - BUILDING PARTS	42.67		OPER 5311
8120 OFFICE SUPPLIES	STAPLES - INK FOR PRINTER	123.97		ADMINISTRATION
8066 EVENT SUPPLIES	0020 - PARKER ANYPROMO - FLASHLIGHTS FOR 25 YEAR ANNIVERSARY	543.71		ADMINISTRATION
8121 POSTAGE-SHIPING	STAMPS.COM - POSTAGE	15.99		ADMINISTRATION
8100 MEETING EXPENSE	HOME BAKING CO - FOOD FOR BUDGET TRAINING	13.75		ADMINISTRATION

# Bill

Sunset Empire Transportation District  
 900 Marine Drive  
 Astoria, OR 97103

Date	Ref. No.
05/16/2018	0342 4/7 TO 5/8

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

**PAID**

Bill Due 06/15/2018  
 Terms  
 Memo APR 7 TO MAY 8

## Expenses

Account	Memo	Amount	Customer:Job	Class
8100 MEETING EXPENSE	SAFEWAY - FOOD FOR BUDGET TRAINING	18.98		ADMINISTRATION
8066 EVENT SUPPLIES	4IMPRINT - TABLE RUNNERS - 25 YEAR ANNIVERSARY	285.57		ADMINISTRATION
8066 EVENT SUPPLIES	4IMPRINT - OUTDOOR BANNER - 25 YEAR ANNIVERSARY	149.13		ADMINISTRATION
8121 POSTAGE-SHIPPING	USPS - POSTAGE	25.00		ADMINISTRATION
8120 OFFICE SUPPLIES	0961 - WEINTRAUB STAPLES	13.99		TRANS OPTIONS
8038 TRAVEL	NOVELLA CAFE	3.00		TRANS OPTIONS
8038 TRAVEL	CHIPOTLE	10.10		TRANS OPTIONS
8038 TRAVEL	AIRBNB	78.37		TRANS OPTIONS
8038 TRAVEL	JALISCO FAMILY MEXICAN	16.95		TRANS OPTIONS
8038 TRAVEL	MARKET OF CHOICE	3.50		TRANS OPTIONS
8038 TRAVEL	MARKET OF CHOICE	5.55		TRANS OPTIONS
8066 EVENT SUPPLIES	SUBWAY	91.20		ADMINISTRATION
8038 TRAVEL	TRIMET	5.00		TRANS OPTIONS
8038 TRAVEL	SPELLA CAFFE	4.00		TRANS OPTIONS

Expense Total : 5,972.52

**Bill Total : \$5,972.52**

Date: June 22, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8 Public Hearing and Adoption of the FY 2018-2019 Budget

This is the time and place set for the public hearing on the fiscal year 2018-2019 budget for SETD. Before you are the budgets that has been approved by the Budget Committee. After holding the public hearing, the Board may make changes to the budgets however, if the Board wants to increase expenditures in any fund by 10% or more (or \$5,000 – whichever is greater), they must republish the amended budget summary and hold another budget hearing.

Staff is not recommending any changes to the budget and we recommend approving Resolution 2018-02 adopting the 2018-2019 budget as approved by the Budget Committee with no changes and making the appropriations and impose the tax levy for local government.



RESOURCES  
General Fund

Sunset Empire Transportation District

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2018-2019		
	Actual		Adopted Budget This Year Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 2015-2016	First Preceding Year 2016-2017					
1	\$739,742	\$1,138,432	\$1,290,131	1 Available cash on hand* (cash basis) or	\$1,129,179	\$1,129,179	1
2	\$37,346	\$3,743	\$22,000	2 Previously levied taxes estimated to be received	\$22,000	\$22,000	2
3	\$4,581	\$5,869	\$4,800	3 Interest	\$8,000	\$8,000	3
4	\$0	\$0	\$58,753	4 Transferred IN, from other funds	\$205,582	\$205,582	4
5				5 <b>OTHER RESOURCES</b>			5
6	\$93,170	\$73,909	\$67,000	6 State Mass Transit Payroll Distribution	\$70,000	\$70,000	6
7	\$251,603	\$168,596	\$160,000	7 State Timber Revenue	\$220,000	\$220,000	7
8	\$9,940	\$10,109	\$10,520	8 Rentals	\$10,500	\$10,500	8
9	\$257,327	\$319,280	\$273,000	9 Fares	\$280,000	\$280,000	9
10	\$148,145	\$89,637	\$123,900	10 IGA Contracted Service	\$130,000	\$130,000	10
11	\$113,744	\$113,740	\$0	11 ODOT (STF) State Funds	\$0	\$0	11
12	\$105,515	\$110,928	\$61,473	12 ODOT - \$5310 Preventative Maintenance/MM	\$88,750	\$160,606	12
13	\$469,009	\$451,303	\$455,656	13 ODOT - \$5311 Operations	\$455,657	\$455,657	13
14	\$0	\$0	\$0	14 ODOT - \$5339 Bus & Bus Facilities	\$174,250	\$174,250	14
15	\$68,618	\$274,819	\$75,133	15 Mobility Management	\$0	\$0	15
16	\$80,165	\$63,224	\$58,985	16 ODOT - Transportation Options	\$86,577	\$86,577	16
17	\$0	\$3,000	\$24,000	17 ODOT - \$5305 Feasibility Study	\$0	\$0	17
18	\$0	\$0	\$0	18 ODOT - Special Transportation Program (STP)	\$457,623	\$457,623	18
19	\$1,570	\$3,891	\$12,900	19 Commissions/Proceeds	\$16,100	\$16,100	19
20				20			20
21				21			21
22				22			22
23				23			23
24				24			24
25				25			25
26				26			26
27				27			27
28				28			28
29	\$2,380,475	\$2,830,480	\$2,698,251	29 Total resources, except taxes to be levied	\$3,354,218	\$3,426,074	\$0 29
30			\$870,000	30 Taxes estimated to be received	\$940,000	\$940,000	30
31	\$925,600	\$932,677		31 Taxes collected in year levied			31
32	\$3,306,075	\$3,763,157	\$3,568,251	32 <b>TOTAL RESOURCES</b>	\$4,294,218	\$4,366,074	\$0 32

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

**REQUIREMENTS SUMMARY**

**FORM  
LB-30**

General Fund

Line	Historical Data			REQUIREMENTS FOR: <u>Public Transportation Services</u>	Budget For Next Year 2018-2019		
	Actual		Adopted Budget This Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 2015-2016	First Preceding Year 2016-2017					
1				PERSONNEL SERVICES			
2	\$1,156,517	\$1,120,746	\$1,221,315	2 Wages	\$1,236,000	\$1,239,798	2
3	\$134,582	\$146,057	\$145,195	3 Payroll Taxes/Worker's Comp	\$123,500	\$123,500	3
4	\$267,927	\$259,858	\$358,025	4 Benefits	\$321,100	\$321,100	4
5				5			5
6				6			6
7				7			7
8	\$1,559,026	\$1,526,661	\$1,724,535	8 TOTAL PERSONNEL SERVICES	\$1,680,600	\$1,684,398	\$0 8
9	31.5	37.3	35.0	9 Total Full-Time Equivalent (FTE)	34.2	34.2	9
10				MATERIALS AND SERVICES			10
11	\$723	\$5,747	\$2,200	11 Provider Services	\$0	\$0	11
12	\$22,922	\$17,776	\$28,652	12 Audit	\$30,000	\$30,000	12
13	\$0	\$3,787	\$4,200	13 Advertising	\$3,500	\$3,500	13
14	\$3,027	\$3,221	\$3,341	14 Bank Fees	\$2,000	\$2,000	14
15	\$31,264	\$33,304	\$31,878	15 Building Grounds and Maintenance	\$39,500	\$39,500	15
16	\$0	\$0	\$0	16 Building Lease	\$36,000	\$36,000	16
17	\$12,053	\$39,586	\$78,172	16 Computer Information Technology Services	\$79,000	\$79,000	16
18	\$24,619	\$14,523	\$24,084	17 Conferences, Training, and Travel	\$24,000	\$27,000	17
19	\$1,428	\$1,652	\$5,000	18 Drug and Alcohol Testing/Background Checks	\$2,500	\$2,500	18
20	\$18,584	\$27,268	\$19,143	19 Dues/Subscriptions/Fees	\$23,500	\$23,500	19
21	\$17,953	\$11,589	\$64,400	20 Small Equipment/Tools	\$15,000	\$15,000	20
22	\$5,451	\$5,652	\$5,500	24 Equipment Lease	\$3,000	\$3,000	24
23	\$11,204	\$8,499	\$40,000	21 Education/Outreach	\$10,000	\$30,000	21
24	\$6,002	\$6,964	\$9,880	22 Employee Recognition	\$10,000	\$10,000	22
25	\$0	\$6,908	\$0	23 Election Fees	\$4,500	\$5,500	23
26	\$97,112	\$120,594	\$252,472	25 Fuel	\$212,442	\$230,000	24
27	\$30,265	\$70,851	\$61,479	26 Insurance (Property/Vehicle/Liability/Cyber)	\$85,000	\$85,000	25
28	\$804	\$791	\$800	27 Legal Ads	\$800	\$800	26
29	\$861	\$2,216	\$6,400	28 Legal Counsel	\$2,000	\$3,000	27
30	-\$108	\$2,063	\$1,760	29 Meeting Expense	\$2,000	\$2,000	28
31	\$948	\$0	\$0	30 Advertising	\$0	\$0	29
32	\$15,168	\$12,296	\$17,352	31 Office Supplies	\$15,000	\$15,000	30
33	\$1,855	\$1,719	\$2,128	32 Payroll Processing Fee	\$2,000	\$2,000	31
34	\$12,132		\$0	33 Pass Through STF	\$0	\$0	32
35	\$15,765	\$10,345	\$33,800	34 Printing	\$15,000	\$20,000	33
36	\$7,577	\$28,049	\$42,240	35 Professional Services	\$10,000	\$15,000	34
37	\$230	\$283	\$330	36 Taxes/Licenses	\$4,000	\$500	36

**REQUIREMENTS SUMMARY**

**FORM  
LB-30**

General Fund

	Historical Data			REQUIREMENTS FOR: <u>Public Transportation Services</u>	Budget For Next Year 2018-2019				
	Actual		Adopted Budget This Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
	Second Preceding Year 2015-2016	First Preceding Year 2016-2017							
	MATERIALS AND SERVICES								
38	\$27,669	\$23,111	\$30,702	38	Telecommunications/Internet	\$54,000	\$54,000		38
39	\$2,776	\$3,306	\$10,924	39	Uniforms	\$5,000	\$5,000		39
40	\$18,377	\$19,518	\$20,796	40	Utilities	\$20,000	\$30,000		40
41	\$128,986	\$103,225	\$120,000	41	Vehicle Maintenance and Repair	\$140,000	\$140,000		41
42	\$515,647	\$584,843	\$917,633	42	<b>Total Materials and Services</b>	<b>\$849,742</b>	<b>\$908,800</b>	<b>\$0</b>	42

150-504-030 (Rev 10-16)

**REQUIREMENTS SUMMARY**  
**NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM**  
 General Fund

	Historical Data			REQUIREMENTS DESCRIPTION	Budget For Next Year 2018-2019			
	Actual		Adopted Budget This Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2015-2016	First Preceding Year 2016-2017						
10				10 CAPITAL OUTLAY NOT ALLOCATED				10
11	\$0	\$346,650	\$28,000	11 CAPITAL OUTLAY	\$837,455	\$837,455		11
12				12				12
13	\$0	\$346,650	\$28,000	13 TOTAL CAPITAL OUTLAY	\$837,455	\$837,455	\$0	13
14				14 DEBT SERVICE				14
15	\$95,853	\$104,421	\$112,317	15 Debt Service Principal	\$120,158	\$120,158		15
16	\$26,451	\$20,574	\$15,406	16 Debt Service Interest	\$7,506	\$7,506		16
17				17 Debt Service Fee	\$175	\$175		17
18	\$122,304	\$124,995	\$127,723	18 TOTAL DEBT SERVICE	\$127,839	\$127,839	\$0	18
19				19 Prior Period Adjustment				19
20	\$8,891	\$0	\$0	20 Prior Period Adjustment				20
21				21				21
22	\$8,891	\$0	\$0	22 TOTAL PRIOR PERIOD ADJUSTMENTS	\$0	\$0	\$0	22
23				23 INTERFUND TRANSFERS				23
24	\$50,000	\$0	\$88,500	24 To Capital Reserve Fund	\$73,582	\$123,582		24
25			\$15,708	25 To Special Transportation Fund (STF)	\$0	\$0		25
26				26				26
27				27				27
28				28				28
29	\$50,000	\$0	\$104,208	29 TOTAL INTERFUND TRANSFERS	\$73,582	\$123,582	\$0	29
30			\$200,000	30 OPERATING CONTINGENCY	\$175,000	\$160,000		30
31	\$181,195	\$471,645	\$459,931	31 Total Requirements NOT ALLOCATED	\$1,213,876	\$1,248,876	\$0	31
32	\$2,074,673	\$2,111,504	\$2,642,168	32 Total Requirements for ALL Org.Units/Programs within fund	\$2,530,342	\$2,593,198	\$0	32
33			\$0	33 Reserved for future expenditure	\$0	\$0		33
34	\$1,050,208			34 Ending balance (prior years)				34
35			\$466,152	35 UNAPPROPRIATED ENDING FUND BALANCE	\$550,000	\$524,000		35
36	\$3,306,076	\$2,583,149	\$3,568,251	36 TOTAL REQUIREMENTS	\$4,294,218	\$4,366,074	\$0	36

**RESOURCES**  
**Special Transportation Fund (STF)**

Sunset Empire Transportation District

	Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2018-2019			
	Actual		Adopted Budget This Year Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding Year 2015-2016	First Preceding Year 2016-2017						
			\$0	1 Available cash on hand* (cash basis) or	\$66,664	\$66,664		1
2				2 Net working capital (accrual basis)				2
3				3 Previously levied taxes estimated to be received				3
4				4 Interest				4
5			\$15,708	5 Transferred IN, from other funds				5
6				6 <b>OTHER RESOURCES</b>				6
7			\$93,241	7 ODOT-STF Formula Grant	\$93,241	\$93,241		7
8			\$77,788	8 ODOT-STF Discretionary Grant	\$0	\$0		8
9				9				9
10				10				10
11				11				11
12				12				12
13				13				13
14				14				14
15				15				15
16				16				16
17				17				17
18				18				18
19				19				19
20				20				20
21				21				21
22				22				22
23				23				23
24				24				24
25				25				25
26				26				26
27				27				27
28				28				28
29	\$0	\$0	\$186,737	29 Total resources, except taxes to be levied	\$159,905	\$159,905	\$0	29
30			\$0	30 Taxes estimated to be received	\$0	\$0	\$0	30
31				31 Taxes collected in year levied				31
32	\$0	\$0	\$186,737	32 <b>TOTAL RESOURCES</b>	\$159,905	\$159,905	\$0	32

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

FORM  
LB-30

**REQUIREMENTS SUMMARY**  
NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM  
Special Transportation Fund (STF)

Historical Data			REQUIREMENTS DESCRIPTION	Budget For Next Year 2018-2019		
Actual		Adopted Budget This Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
Second Preceding Year 2015-2016	First Preceding Year 2016-2017					
1			1 PERSONNEL SERVICES NOT ALLOCATED			1
2		\$68,421	2 Wages	\$69,205	\$69,205	2
3		\$26,605	3 Taxes and Benefits	\$24,000	\$24,000	3
4	\$0	\$0	4 TOTAL PERSONNEL SERVICES	\$93,205	\$93,205	\$0 4
5		2.0	5 Total Full-Time Equivalent (FTE)	2.2	2.2	5
6			6 MATERIALS AND SERVICES NOT ALLOCATED			6
7		\$28,708	7 Provider Payments/Bus Fares/Outreach	\$14,500	\$14,500	7
8		\$4,250	8 Astoria Senior Center	\$0	\$0	8
9	\$0	\$0	9 TOTAL MATERIALS AND SERVICES	\$59,500	\$59,500	\$0 9
10			10 CAPITAL OUTLAY NOT ALLOCATED			10
11		\$0	11			11
12			12			12
13	\$0	\$0	13 TOTAL CAPITAL OUTLAY	\$0	\$0	\$0 13
14			14 DEBT SERVICE			14
15		\$0	15			15
16			16			16
17	\$0	\$0	17 TOTAL DEBT SERVICE	\$0	\$0	\$0 17
18			18 SPECIAL PAYMENTS			18
19		\$0	19			19
20			20			20
21	\$0	\$0	21 TOTAL SPECIAL PAYMENTS	\$0	\$0	\$0 21
22			22 INTERFUND TRANSFERS			22
23		\$58,753	23 Contribution for 101B Operational Cost			23
24			24			24
25			25			25
26			26			26
27			27			27
28	\$0	\$0	28 TOTAL INTERFUND TRANSFERS	\$0	\$0	\$0 28
29			29 OPERATING CONTINGENCY	\$0		29
30	\$0	\$0	30 Total Requirements NOT ALLOCATED	\$152,705	\$152,705	\$0 30
31			31 Total Requirements for ALL Org.Units/Programs within fund			31
32			32 Reserved for future expenditure			32
33			33 Ending balance (prior years)			33
34		\$0	34 UNAPPROPRIATED ENDING FUND BALANCE	\$7,200	\$7,200	34
35	\$0	\$0	35 TOTAL REQUIREMENTS	\$159,905	\$159,905	\$0 35

**FORM  
LB-11**

This fund is authorized and established by resolution / ordinance number 2016-2 on June 30, 2016 for the following specified purpose: Bldg&Equip

**RESERVE FUND  
RESOURCES AND REQUIREMENTS**

Year this reserve fund will be reviewed to be continued or abolished.

Date can not be more than 10 years after establishment.

Review Year: 2021

Capital Reserve Fund

Sunset Empire Transportation District

Historical Data			DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for Next Year 2018 - 2019			
Actual		Adopted Budget Year 2017 - 2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
Second Preceding Year 2015 - 2016	First Preceding Year 2016 - 2017						
1			1	RESOURCES			1
2	\$50,000	\$100,000	2	Cash on hand * (cash basis), or	\$131,000	\$131,000	2
3			3	Working Capital (accrual basis)			3
4			4	Previously levied taxes estimated to be received			4
5			5	Interest	\$1,000	\$1,000	5
6	\$50,000	\$0	6	Transferred IN, from other funds	\$73,582	\$123,582	6
7			7	ODOT-Grant 5339 Bus			7
8			8				8
9			9				9
10	\$100,000	\$100,000	10	Total Resources, except taxes to be levied	\$205,582	\$255,582	\$0 10
11			11	Taxes estimated to be received			11
12			12	Taxes collected in year levied			12
13	\$100,000	\$100,000	13	<b>TOTAL RESOURCES</b>	<b>\$205,582</b>	<b>\$255,582</b>	<b>\$0 13</b>
14			14	REQUIREMENTS **			14
15			15	Org. Unit or Prog. & Activity	Object Classification	Detail	15
16			16		Capital	2 Cat B Buses	\$0 \$0 16
17			17		Transfer	1 Cat B Bus Match @ 15% (5339)	\$30,750 \$30,750 17
18			18		Transfer	3 Cat C Bus Match @ 10.27% (STP)	\$52,377 \$52,377 18
19			19		Transfer	Fleet Net Accounting Software	\$122,455 \$122,455 19
20			20				20
21			21				21
22			22				22
23			23				23
24			24				24
25			25				25
26			26				26
27			27				27
28			28				28
29	\$100,000	\$100,000	29	Ending balance (prior years)			29
30			30	UNAPPROPRIATED ENDING FUND BALANCE			\$0 \$50,000 30
31	\$100,000	\$100,000	31	<b>TOTAL REQUIREMENTS</b>			<b>\$205,582 \$255,582 \$0 31</b>

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year

\*\*List requirements by organizational unit or program, activity, object classification, then expenditure detail. If the requirement is "not allocated", then list by object classification and expenditure detail.

**RESOURCES**

**RideCare Fund**

Sunset Empire Transportation

Historical Data			RESOURCE DESCRIPTION	Budget for Next Year 2018-2019				
Actual		Adopted Budget This Year Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
Second Preceding Year 2015-2016	First Preceding Year 2016-2017							
1	\$1,311,965	\$940,156	\$552,464	1 Available cash on hand* (cash basis)	\$73,109	\$73,109		1
4	\$6,247	\$12,242	\$5,400	4 Interest	\$50	\$50		4
6				6 <b>OTHER RESOURCES</b>				6
7	\$3,066,338	\$3,062,493	\$3,230,727	7 Provider Services Reimbursements	\$446,500	\$446,500		7
8		\$28	\$0	8 Other				8
9				9				9
10				10				10
11				11				11
12				12				12
13				13				13
14				14				14
15				15				15
16				16				16
17				17				17
18				18				18
19				19				19
20				20				20
21				21				21
22				22				22
23				23				23
24				24				24
25				25				25
26				26				26
27				27				27
28				28				28
29	\$4,384,550	\$4,014,919	\$3,788,591	29 Total resources, except taxes to be levied	\$519,659	\$519,659	\$0	29
32	\$4,384,550	\$4,014,919	\$3,788,591	32 <b>TOTAL RESOURCES</b>	\$519,659	\$519,659	\$0	32

\*The balance of cash, cash equivalents and investments in the fund at the beginning of the budget year



**REQUIREMENTS SUMMARY**

ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY

RideCare

**FORM  
LB-30**

Line	Historical Data			REQUIREMENTS FOR: <u>Non Emergent Medical Transportation</u>	Budget For Next Year 2018-2019		
	Actual		Adopted Budget This Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 2015-2016	First Preceding Year 2016-2017					
1				PERSONNEL SERVICES			
2	\$282,529	\$332,112	\$346,677	2 Wages	\$53,600	\$53,600	2
3	\$32,174	\$32,022	\$43,758	3 Payroll Taxes/Worker's Comp	\$5,000	\$5,000	3
4	\$61,031	\$62,683	\$115,021	4 Employee Benefits	\$3,500	\$3,500	4
8	\$375,734	\$426,817	\$505,456	8 <b>TOTAL PERSONNEL SERVICES</b>	\$62,100	\$62,100	\$0 8
9	7.0	9.0	8.0	9 <b>Total Full-Time Equivalent (FTE)</b>	7.0	7.0	9
10				MATERIALS AND SERVICES			
11	\$2,573,365	\$2,768,437	\$2,537,410	11 Provider Payments	\$448,500	\$448,500	11
12	\$6,753	\$4,444	\$9,048	12 Audit	\$1,295	\$1,295	12
13	\$690	\$468	\$200	13 Ads	\$0	\$0	13
14	\$120	\$196	\$171	14 Bank Fees	\$0	\$0	14
15	\$5,628	\$6,422	\$9,628	15 Building Grounds and Maintenance	\$350	\$350	15
16	\$18,393	\$20,880	\$18,000	16 Bus Passes	\$3,500	\$3,500	16
17	\$2,491	\$9,920	\$52,438	17 Computer Information Technology Services	\$100	\$100	17
18	\$2,133	\$942	\$8,046	18 Conferences, Training, and Travel	\$0	\$0	18
19	\$1,952	\$2,810	\$1,725	19 Drug and Alcohol Testing/Background Checks	\$60	\$60	19
20	\$117	\$163	\$3,698	20 Dues/Supscriptions	\$0	\$0	20
21	\$81,109	\$26,215	\$198,033	21 DMAP annual Adjustment/CCO Share Fund	\$0	\$0	21
22	\$7,946	\$7,504	\$12,200	22 Small Equipment/Tools	\$0	\$0	22
23	\$30	\$0	\$2,000	23 Education/Outreach	\$0	\$0	23
24	\$288	\$27	\$4,120	24 Employee Recognition	\$100	\$100	24
25	\$0	\$0	\$0	25 Election Fees	\$0	\$0	25
26	\$5,595	\$8,396	\$6,814	26 Insurance (Property/Vehicle/Liability/Cyber)	\$1,200	\$1,200	26
27	\$0	\$0	\$0	27 Legal Ads	\$0	\$0	27
28	\$1,197	\$0	\$500	28 Legal Counsel	\$0	\$0	28
29	\$263	\$171	\$640	29 Meeting Expense	\$100	\$100	29
30	\$3,762	\$4,793	\$5,298	30 Office Supplies	\$200	\$200	30
31	\$463	\$430	\$444	31 Payroll Processing Fee	\$56	\$56	31
32	\$407	\$589	\$1,600	32 Printing	\$0	\$0	32
33	\$5,074	\$12,144	\$3,000	33 Professional Services	\$375	\$375	33
34	\$35,234	\$34,509	\$38,618	34 Telecommunications	\$850	\$850	34
35	\$0	\$0	\$1,000	35 Uniforms	\$0	\$0	35
36	\$8,233	\$8,331	\$9,475	36 Utilities	\$873	\$873	36
37	\$2,761,243	\$2,917,791	\$2,924,106	37 <b>Total Materials and Services</b>	\$457,559	\$457,559	\$0 36

**FORM  
LB-30**

**REQUIREMENTS SUMMARY**  
**NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM**  
 RideCare Fund

	Historical Data			REQUIREMENTS DESCRIPTION	Budget For Next Year 2018-2019		
	Actual		Adopted Budget This Year 2017-2018		Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
	Second Preceding Year 2015-2016	First Preceding Year 2016-2017					
<b>10</b>				<b>10</b> CAPITAL OUTLAY NOT ALLOCATED			<b>10</b>
11	\$32,053	\$0	\$0	11 Capital Outlay	\$0	\$0	11
12				12			12
<b>13</b>	<b>\$32,053</b>	<b>\$0</b>	<b>\$0</b>	<b>13</b> TOTAL CAPITAL OUTLAY	<b>\$0</b>	<b>\$0</b>	<b>\$0</b> <b>13</b>
<b>14</b>				<b>14</b> DEBT SERVICE			<b>14</b>
15	\$198,366	\$157,373	\$158,573	15 Debt Service Principal	\$0	\$0	15
16	\$3,926	\$2,562	\$2,224	16 Debt Service Interest	\$0	\$0	16
<b>17</b>	<b>\$202,292</b>	<b>\$159,935</b>	<b>\$160,797</b>	<b>17</b> TOTAL DEBT SERVICE	<b>\$0</b>	<b>\$0</b>	<b>\$0</b> <b>17</b>
<b>18</b>				<b>18</b> PRIOR PERIOD ADJUSTMENT			<b>18</b>
19	\$136,476	\$0	\$0	19 Prior Period Adjustment	\$0	\$0	19
20				20			20
<b>21</b>	<b>\$136,476</b>	<b>\$0</b>	<b>\$0</b>	<b>21</b> TOTAL SPECIAL PAYMENTS	<b>\$0</b>	<b>\$0</b>	<b>\$0</b> <b>21</b>
29			\$125,546	29 OPERATING CONTINGENCY	\$0	\$0	29
30	\$370,821	\$159,935	\$286,343	30 Total Requirements NOT ALLOCATED	\$0	\$0	\$0 30
31	\$3,136,977	\$3,344,608	\$3,429,562	31 Total Requirements for ALL Org.Units/Progams within fund	\$519,659	\$519,659	31
32			\$0	32 Reserved for future expenditure			32
33	\$876,752	\$433,637		33 Ending balance (prior years)			33
34			\$72,686	34 UNAPPROPRIATED ENDING FUND BALANCE			34
<b>35</b>	<b>\$4,384,550</b>	<b>\$3,938,180</b>	<b>\$3,788,591</b>	<b>35</b> TOTAL REQUIREMENTS	<b>\$519,659</b>	<b>\$519,659</b>	<b>\$0</b> <b>35</b>

150-504-030 (Rev 10-16)

**Sunset Empire Transportation District  
900 Marine Drive  
Astoria, OR 97103**

**BOARD RESOLUTION**

**IN THE MATTER OF ADOPTING THE  
ANNUAL OPERATING BUDGET FOR  
FISCAL YEAR 2018-2019, MAKING  
APPROPRIATIONS, IMPOSING AND  
CATEGORIZING TAXES**

**RESOLUTION AND ORDER  
NO. 2018-02**

**BE IT RESOLVED** that the Board of Commissioners of the Sunset Empire Transportation District hereby adopts the budget for fiscal year 2018-2019 in the sum of \$5,301,220 now on file at the administrative offices of the Sunset Empire Transportation District at 900 Marine Drive, Astoria, Oregon.

**BE IT RESOLVED** that the amounts for the fiscal year beginning July 1, 2018 and ending June 30, 2019 and for the purposes shown below are hereby appropriated as follows:

**General Fund:**

Personnel Services	\$1,684,398	
Materials & Services	\$908,800	
Capital	\$837,455	
Debt Service	\$127,839	
Contingency	\$160,000	
Transfer Out	\$123,582	
Total Department		\$3,842,074

**RideCare Fund:**

Personnel Services	\$62,100	
Materials & Services	\$457,559	
Capital	0	
Debt Service	0	
Contingency	0	
Transfer Out	0	
Total Department		\$519,659

**Special Transportation Fund:**

Personnel Services	\$93,205	
Material & Services	\$59,500	
Capital	0	
Debt Service	0	
Contingency	0	
Transfer Out	0	
Total Department		\$152,705

**Reserve Fund**

Transfer Out	\$205,582	
Total Department		\$205,582

**BE IT RESOLVED** that the Board of Commissioners of Sunset Empire Transportation District hereby imposes the taxes provided for in the adopted budget at the rate of \$0.162 per \$1,000 of assessed value; and that these taxes are hereby imposed and categorized as follows for the tax year 2018-2019 upon the assessed value of all property within the District.

	General Government	Excluded from Limitation
General Fund	\$0.162/\$1,000	0

**BE IT RESOLVED** that the Executive Director will hereby certify to the Clatsop County Assessor the imposed taxes made by this resolution and file with the Assessor a copy of the Budget as finally adopted by July 15, 2018.

**ADOPTED AND APPROPRIATED** by the Board of Commissioners of Sunset Empire Transportation District on June 28, 2018.

By: \_\_\_\_\_, Board Vice-Chairperson  
Carol Gearin

Attest:  
By: \_\_\_\_\_, Board Secretary/Treasurer  
Lylla Gaebel

June 28, 2018

**Sunset Empire Transportation District Resolution 2018-02 Budget Adoption**

Motion of Adoption	Yea	Nay	Absent
Chair Kleczek			
Vice Chair Gearin			
Commissioner Alegria			
Commissioner Widener			
Commissioner MacDonald			
Commissioner Gaebel			
Commissioner Kidder			

Date: June 22, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9 Public Hearing Fare and Pass Policy

This is the time and place scheduled to hold a public hearing on the proposed fare and pass changes. In keeping with our public participation policy, staff held four open houses to explain the proposal that is before you. The attendance was very small at each of the open houses, but we received great feedback from them. One of the comments was about the name Reduced Fare Monthly Pass. They felt it had a negative connotation to it. That group discussed some other potential names such as Share Fare. I researched but could not find other agencies who had used something besides Reduced Fare however some do have what they call Low Income Passes. The only other names staff came up with were Access Pass or Opportunity Pass. One person was concerned that by lowering prices, we would run out of money to operate the system. It was explained to them that we anticipate increased ridership to offset the decrease. One attendee, who has a monthly income of \$700, was very happy with it.

Staff is recommending holding the public hearing and approving the updated Fare and Pass Policy.

# Previous Memo

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

# Previous Memo

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.



**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**900 Marine Drive Astoria, Oregon 97103**

## Fare/Pass Policy Proposed Changes

The proposed Fare/Pass Policy changes will be before the Board of Commissioners at the June 28<sup>th</sup>, 2018 Board Meeting held at 9:00 am at the Astoria Transit Center. These changes are tentatively set to be effective on July 1, 2018 based on Board action. Here is a comparison of current fares and passes and proposed fares and passes:

Current:		Proposed:	
-Fares are currently calculated on a zone system.		-Fare of \$1.00 each time a rider boards a bus operating within Clatsop County.	
-Intercity route from Astoria to Portland, Longview, and stops in Columbia County are zone based.		-No Change, check fare table on schedule for fare.	
-Day Pass	\$5.00	-Day Pass	\$3.00
-Standard Monthly Pass	\$45.00	-Standard Monthly Pass	\$30.00
-Honored Citizen Monthly Pass (Includes Seniors & Disabled Riders)	\$30.00	-Reduced Fare Monthly Pass (Includes Seniors, Disabled Riders, Military, Students, College Students, and qualified low income.)	\$20.00
-Military Monthly Pass	\$30.00	-See above	
-Student Monthly Pass	\$30.00	-See above	
-College Student Monthly Pass	\$30.00	-See above	
-Student Fun Pass	\$20.00	-Student Fun Pass	\$20.00
-Quarterly Passes	Varied	-Eliminated	
-Yearly Passes	Varied	-Eliminated*	
-Green & Orange Ticket Books	Varied	-Eliminated*	

All monthly passes and Student Fun Passes must be purchased at the Astoria Transit Center or the Seaside Transit Kiosk. Day Passes may be purchased from the bus driver or at the Astoria Transit Center and the Seaside Transit Kiosk.

\*Current Yearly Passes will be honored until their expiration date. Green & Orange tickets will be honored.



<b>SUNSET EMPIRE TRANSPORTATION DISTRICT FARE POLICY</b>	NUMBER	APPROVAL DATE June 28, 2018
	Signature	Date
Attachments: Exhibit A- Current Service and Fare Rates		

**PURPOSE-**

Sunset Empire Transportation District (SETD) provides fixed route and ADA Paratransit bus service throughout Clatsop County Oregon. Customers are required to pay for bus service in cash (Fare), electronic fare (when implemented), or purchase a ticket or a specific pass for fixed route bus service. Customers are required to pay for ADA Paratransit bus service in cash (Fare) or personal checks. The purpose of this policy is to define and delineate responsibility for ticket and pass pricing, design, production, distribution and financial accountability.

**POLICY-**

SETD shall provide a bus fare and ticket system that is accessible, easy to understand, considerate of all customers and based on an affordable fare structure that encourages a wide range of ridership. SETD fare pricing shall be determined by conducting an operational cost assessment of the current SETD bus routes. This assessment will be conducted on an as needed basis. Final determination of necessary price changes or changes to tickets or passes will be made by the SETD Executive Director. Any change in SETD bus fares shall require a public process including Public Notice of the proposed changes, the solicitation of Public comment either written or made in person during a Public Board Meeting. Final approval of ticket/pass price changes requires the approval by the SETD Board to change fare or pass pricing as is described in Exhibit A of this policy. Bus fare, pass prices, descriptions and requirements shall be included in bus schedules, which are available on all buses, the Astoria Transit Center, and the Seaside Kiosk. They shall also be posted on the SETD website.

Exhibit A-Current SETD Fare and Pass Rates

## **TICKET/ PASS DISTRIBUTION AND SALES-**

Bus tickets and pass design, production, duplication and tracking will originate from the SETD Finance Department and by approval of the Finance Officer. A numbered logging system will be utilized that tracks all tickets and passes that are produced, distributed and sold.

### **Bus Drivers:**

Day Passes will be allotted to bus drivers by the Operations Manager. Customers will need the exact change to purchase Day Passes on the bus. Drivers will each be responsible for the accounting of all sales during his or her shift. The Operations Manager will track all Day Passes distributed to and sold by bus drivers. Cash from Fare Boxes will be counted daily and turned into the Finance Department for confirmation and deposit as described in the SETD Financial Policy.

### **Astoria Transit Center:**

Tickets and passes will be distributed to the Astoria Transit Center and the Seaside Kiosk by the Finance Department. A corresponding ticket/pass log will accompany any tickets or passes distributed to the Transit Center and Kiosk. The delivered tickets and pass types and corresponding numbers will be verified by a Transit Center and Kiosk employee. Customers may purchase tickets or passes at the Astoria Transit Center and Seaside Kiosk using cash, Business checks, or Credit Card. SETD does not accept personal checks.

A copy of the ticket/pass log will also be given to the SETD Finance Department for weekly accounting of ticket/pass sales from the Transit Center/Transit Kiosk Sales logs and cash deposits as described in the SETD Financial Policy.

Any unused or expired tickets from the Transit Center will be returned to the Finance Department.

**SUNSET EMPIRE TRANSPORTATION DISTRICT  
FARE POLICY PROCEDURES  
EXHIBIT A  
CURRENT FARE AND PASS RATES  
June 28, 2018**

**AMENDED AND APPROVED BY SETD BOARD ON June 28, 2018  
This version of Exhibit A supersedes all previous Service and Fare Rates**

**FARE**

Fare will be a flat fare of \$1.00 for each boarding of a bus for a route within Clatsop County. For the Lower Columbia Connector Route, see the fare table below.

**PASSES**

Passes	Day	Monthly
Standard	\$3.00	\$45.00
Reduced Fare*	\$3.00	\$30.00

Reduced Fare eligibility includes Seniors, Disabled Riders, Military, Students, College Students, and qualified low income.

**Day Pass:** Day passes are valid only for day when purchased. Day passes will be punched to indicate day purchased. Day pass codes will change each day. The cost for a day pass is \$3.00 and can be used to ride all fixed route buses with no limit in boarding or transfers. Day passes are not valid on ADA Paratransit. Day pass vouchers may be purchased to pre-pay for a day pass in advance. Day pass vouchers are only available at the Astoria Transit Center and the Seaside Kiosk and will be authorized by the Finance Department.

**Monthly Pass:** Monthly passes valid only for month when purchased. For best value it is recommended to purchase this pass on the first day of the month. Monthly passes will rotate in color and are punched to indicate month and year purchased. Monthly passes can be purchased at Astoria Transit Center or the Seaside Kiosk.

**Student Summer Fun Pass:** Student Summer Fun Passes are offered to students from elementary through high school or students age 18 or younger or who have not yet graduated from high school. Student Summer Fun Passes are an outreach tool to local youth which provides unlimited access to all SETD routes. Dates for the Student Summer Fun Pass will vary each year based on the release and start date of local schools.

**ADDITIONAL SERVICE INFORMATION**

**Invoiced Purchases-** Businesses or agencies may set up an account with SETD for being billed for the purchase of passes in bulk. Accounts requesting monthly invoicing of bulk pass sales will be approved by the Executive Director. Account set up requirements will be made with the

business or agency by the SETD Finance Department. All businesses or agencies will contact the SETD Finance Department with ticket/pass order requests prior to pick up. A signed authorization form from the business or agency verifying their order will be required for ticket/pass pick up. SETD employees will verify request, distribute tickets or passes, sign and date request form and give form to the Finance Department.

**Vouchers-** SETD pass vouchers may be issued for any bus pass purchased in advance of needed use. Vouchers may not be used as a ticket and must be redeemed at the Astoria Transit office.

**Lost or Stolen Passes-**

- **Lost Bus Pass:** A lost pass is defined as a bus pass that is missing, destroyed or for any other reason is irretrievable by the customer.
- **Stolen Bus Pass:** Is defined as a bus pass that is unlawfully taken or removed from the purchaser's possession. All passes reported to SETD as stolen must include a copy of a police report.
- **Replacement Passes:** The bus pass holder must complete a lost/stolen form and submit the form to SETD to purchase a replacement permit or bus pass. SETD personnel will check verify if the pass is still valid. Any bus pass reported as stolen or lost to SETD will be cancelled and no longer be valid. SETD will notify Police if a person attempts to ride a bus with a pass that was reported as lost or stolen. An administrative fee of \$5.00 will be charged for the replacement of passes that are reported as lost or stolen.

**Paratransit Fares:** ADA Paratransit Service is available to riders who have completed and turned in an application which is pending approval or for riders who have received approval. Paratransit service areas are the same as fixed route with additional service up to ¾ of a mile on either side of the fixed route. Paratransit fare is two times the set fare of the fixed route. For example, if a rider is using ADA Paratransit service in a fixed route area that has a one way fare of \$1.00, the Paratransit fare would be \$2.00 one way. Paratransit service is not available on the Lower Columbia Connector Route, an intercity route.. All ADA Paratransit ride requests must be scheduled in advance by the ADA Paratransit supervisor/dispatcher. Types of fare payment on ADA Paratransit rides will be in the form of cash or check.

**Greyhound Bus Service-** SETD provides ticket services for Greyhound or MTR Western bus systems. Tickets are sold electronically. Greyhound controls all associated fare costs, discounts, fees and schedules. Tickets can be purchased by using cash or credit card. No checks will be accepted. Greyhound provides an electronic ticketing system that calculates cost, accepts credit and debit card payment, prints tickets and logs all transactions. SETD employees will also track Greyhound ticket sales by logging all Greyhound transactions on the SETD Greyhound log.

**Courtesy Bus Rides-** Bus service will be offered as a courtesy to the following groups-

- Current SETD employees and immediate family members including children and spouse/partner with company issued identification badge
- Current SETD Board Members with company issued identification badge
- Current SETD Transportation Advisory Committee Members
- Any Active Military Personnel in uniform
- Children 6 and younger

**SETD REQUIRED BUS FARE TABLES**

**Lower Columbia Connector**

	<u>Astoria</u>	<u>Knappa/ Svenson</u>	<u>Westport</u>	<u>Clatskanie</u>	<u>Rainier</u>	<u>Longview/ Kelso</u>	<u>Portland</u>
<u>Astoria</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$7.00</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$10.00</u>
<u>Knappa Svenson</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$7.00</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$10.00</u>
<u>Westport</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$1.00</u>	<u>\$7.00</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$10.00</u>
<u>Clatskanie</u>	<u>\$7.00</u>	<u>\$7.00</u>	<u>\$7.00</u>	<u>\$5.00</u>	<u>\$5.00</u>	<u>\$6.00</u>	<u>\$10.00</u>
<u>Rainier</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$5.00</u>	<u>\$5.00</u>	<u>\$6.00</u>	<u>N/A</u>
<u>Longview Kelso</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$8.00</u>	<u>\$6.00</u>	<u>\$6.00</u>	<u>N/A</u>	<u>N/A</u>
<u>Portland</u>	<u>\$10.00</u>	<u>\$10.00</u>	<u>\$10.00</u>	<u>\$10.00</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

\_\_\_\_\_  
 Carol Gearin Vice-Chair 6/28/18  
Date

Date: June 20, 2018

To: Board of Commissioners

From: Tami Carlson

Re: Agenda item 11.a. Drug & Alcohol Testing Policy Update

A new revised USDOT Drug and Alcohol Testing Regulation: 49 CFR Part 40 became effective January 1, 2018. 49 CFR Part 40 is the regulation that mandates drug and alcohol testing for the United States Department of Transportation (USDOT) and USDOT Agencies (ie., FTA, FMCSA, FAA, etc.) The update includes expanded opioid listings in response to the opiate crisis. SETD's updated Drug and Alcohol Testing Policy is a full policy template revision provided by RLS & Associates Inc. who is Oregon Department of Transportation's contractor for Drug and Alcohol policies and training. A Drug & Alcohol Policy Addendum was put in place January 1, 2018 under authority of the Executive Director.

Staff is recommending that the Board adopt the updated Drug & Alcohol Testing Policy.

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

8.1 DRUG AND ALCOHOL TESTING POLICY – ZERO TOLERANCE

**A. PURPOSE**

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

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

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

**B. APPLICABILITY**

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

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

### **C. DEFINITIONS**

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

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

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

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

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

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



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

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

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

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

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

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

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

*Department of Transportation (DOT) Agency:* These terms encompass all DOT agencies including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA) the National Highway Traffic Safety Administration (NHTSA), the Pipeline & Hazardous Materials Safety Administration (PHMSA) and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG) and the Department of Homeland Security are considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

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

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

tire is available, or damage to headlights, taillights, turn signals, horn or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

~~Approved devices are listed on the National Highway Traffic Safety Administration (NHTSA) conforming products list.~~

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

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

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

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

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

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

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

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

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no ~~drug/drug~~, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

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

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

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

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

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

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

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

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

*Safety-sensitive functions:* Employee duties identified as:

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

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

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

~~(NBCC)) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.~~

(certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

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

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

- ~~1. Fails to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer, after being directed to do so by the employer~~
- ~~2. Fails to remain at the testing site until the testing process is complete~~
- ~~3. Fails to provide a urine or breath specimen for any drug or alcohol test required by Part 40 or DOT agency regulations~~
- ~~4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of your provision of a specimen~~
- ~~5. Fails to provide a sufficient amount of urine or breath when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure~~
- ~~6. Fails or declines to take a second test the employer or collector has directed you to take~~
- ~~7. Fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER as part of the "shy bladder" or "shy lung" procedures~~
- ~~8. Fails to cooperate with any part of the testing process (e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)~~
- ~~9. If the MRO reports that there is verified adulterated or substituted test result~~
- ~~10. Failure or refusal to sign Step 2 of the alcohol testing form~~
- ~~11. Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.~~
- ~~12. Possess or wear a prosthetic or other device that could be used to interfere with the collection process~~
- ~~13. Admit to the collector or MRO that you adulterated or substituted the specimen.~~

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.

3. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
6. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
7. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a direct-observed test.
10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.
12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
13. Fail to remain readily available following an accident.
14. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

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

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

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

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants

or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

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

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

#### **E. PROHIBITED SUBSTANCES**

1. Prohibited substances addressed by this policy include the following.

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

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

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be

adversely affected must be reported to a SUNSET EMPIRE TRANSPORTATION DISTRICT Manager and/or Human Resources Officer and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. ~~A random or reasonable suspicion alcohol test can only be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions. Under SUNSET EMPIRE TRANSPORTATION DISTRICT authority, a non-DOT alcohol test can be performed anytime a covered employee is on duty.~~

#### **F. PROHIBITED CONDUCT**

1. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR PART 40, as amended.
2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
3. The Transit ~~Department/Agency~~ shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of ~~0.02~~ 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the US DOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, US DOT-FTA regulation require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or
    - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
5. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

6. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

7. **SUNSET EMPIRE TRANSPORTATION DISTRICT**, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

8. Consistent with the Drug-free Workplace Act of 1988, all **SUNSET EMPIRE TRANSPORTATION DISTRICT** employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the work place including transit system premises and transit vehicles.

#### **G. DRUG STATUTE CONVICTION**

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

#### **H. TESTING REQUIREMENTS**

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

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

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

#### **I. DRUG TESTING PROCEDURES**

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



private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

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

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

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

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

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

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

8. Observed collections

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

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to **SUNSET EMPIRE TRANSPORTATION DISTRICT** that there was not an adequate medical explanation for the result;
- ii. The MRO reports to **SUNSET EMPIRE TRANSPORTATION DISTRICT** that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen to you as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or
- viii. All return-to-duty tests

**J. ALCOHOL TESTING PROCEDURES**

1. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic

Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of approved EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD) which is also approved by NHSTA. A list of approved ADSs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

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

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

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

#### **K. PRE-EMPLOYMENT TESTING**

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

- a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

- b. An employee shall not be placed, transferred or promoted into a position covered under FTA authority or ~~company~~ district authority until the employee takes a drug test with verified negative results.
- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be ~~rescinded~~rescinded, and the applicant will be ~~referred to a Substance Abuse Professional, provided with a list of at least (2) USDOT Substance Abuse Professionals.~~ Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or ~~company~~ district authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, **SUNSET EMPIRE TRANSPORTATION DISTRICT** will require the applicant to take and pass another pre-employment drug test.
- f. In instances where ~~aan~~ FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide **SUNSET EMPIRE TRANSPORTATION DISTRICT** with signed written releases requesting ~~FTA drug and alcohol records from all previous, DOT~~ USDOT drug and alcohol records from all previous, USDOT covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. **SUNSET EMPIRE TRANSPORTATION DISTRICT** is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide **SUNSET EMPIRE TRANSPORTATION DISTRICT** proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

**L. REASONABLE SUSPICION TESTING**

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

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

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

4. When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. **SUNSET EMPIRE TRANSPORTATION DISTRICT** shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the **SUNSET EMPIRE TRANSPORTATION DISTRICT**. **Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority.** However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

1. FATAL ACCIDENTS - All covered employees will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, regardless of whether or not the

vehicle is in revenue service **at the time of the accident** that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, **as determined by the employer using the best information available at the time of the decision.**

2. **NON-FATAL ACCIDENTS** - ~~A post-accident test of the operator will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage, unless the operators performance can be completely discounted as a contributing factor to the accident.~~ employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions are met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident.
- b. One or more vehicles incurs disabling damage as a result of the occurrence and must be transported away from the scene, and the covered employee may have contributed to the accident.

**In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.**

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an

accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

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

#### **N. RANDOM TESTING**

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

7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

**O. RETURN-TO-DUTY TESTING**

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

**P. FOLLOW-UP TESTING**

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

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

**Q. RESULT OF DRUG/ALCOHOL TEST**

1. Any covered employee that has a verified positive drug or alcohol test or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, ~~referred to a~~ and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.



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

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

- a. Fail to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer. ~~, after being directed to do so by the employer~~
- b. Fail to remain at the testing site until the testing process is complete. ~~An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.~~
- c. Fail to attempt to provide a breath or urine specimen. ~~for any drug or alcohol test required by Part 40 or DOT agency regulations~~ An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- d. In the case of a directly observed or monitored urine drug collection, ~~in a drug test~~ fail to permit ~~the observation or~~ monitoring ~~or observation~~ of your provision of a specimen.
- e. Fail to provide a sufficient ~~amount~~ quantity of urine or breath ~~when directed, and it has been determined, through a required medical evaluation, that there was no~~ without adequate valid medical explanation. ~~for the failure~~
- f. Fail or decline to take a second test ~~the employer or collector has directed you to take as directed by the collector or employer for drug testing.~~
- g. Fail to undergo a medical ~~examination or~~ evaluation, as ~~directed~~ required by the MRO ~~as part of the verification process, or as directed by the employer's Designated Employer Representative (DER), as part of the "shy bladder" or "shy lung" procedures~~
- h. Fail to cooperate with any part of the testing process. ~~(e.g., refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process)~~
- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test. ~~If the MRO reports that there is verified adulterated or substituted test result~~
- j. Possess or wear a prosthetic or other device used to tamper with the collection process. ~~Failure or refusal to sign Step 2 of the alcohol testing form~~
- k. Admit to the adulteration or substitution of a specimen to the collector or MRO.

~~Failure to follow the observer's instructions during an observed collection including instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.~~

- l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).  
~~Possess or wear a prosthetic or other device that could be used to interfere with the collection process~~
- m. Fail to remain readily available following an accident.  
~~Admit to the collector or MRO that you adulterated or substituted the specimen.~~

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

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

5. In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return to work agreement;
- b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from **SUNSET EMPIRE TRANSPORTATION DISTRICT** employment.
  - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q.5 of this policy is under the sole authority of **SUNSET EMPIRE TRANSPORTATION DISTRICT** and will be performed using non-DOT testing forms.
- c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. **All tests conducted as part of the return to work agreement will be conducted under company authority and will be performed using non-DOT testing forms.**

- d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - e. Periodic unannounced follow-up drug/alcohol test conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with SUNSET EMPIRE TRANSPORTATION DISTRICT.
  - g. ~~A Voluntary~~ A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
6. Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

#### **R. GRIEVANCE AND APPEAL**

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

#### **S. PROPER APPLICATION OF THE POLICY**

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

#### **T. INFORMATION DISCLOSURE**

1. Drug/alcohol testing records shall be maintained by the **SUNSET EMPIRE TRANSPORTATION DISTRICT** Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
2. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment

calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_.

\_\_\_\_\_

Executive Director Signature

Printed Name

Date

DRAFT

Attachment A

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

<u>Job Title</u>	<u>Job Duty</u>	<u>Testing Authority</u>
Executive Director	Director, Clerical	SETD
Executive Assistant	Assistant, Clerical	SETD
Financial Officer	Finance, Clerical	SETD
HR/Payroll Officer	Officer, Clerical	SETD
Transit Center Manager	Manager, Clerical	SETD
<del>IT Specialist</del>	<del>Computer Specialist, Clerical</del>	<del>SETD</del>
IS Specialist	Computer Specialist, Clerical	SETD

Mobility Management <del>Coordinator</del> <u>Manager</u>	<del>Coordinator</del> <u>Manager</u> , Clerical	
SETD		
Transportation Options Program Specialist	Specialist, Clerical	SETD
Lot Attendant	Attendant, Laborer	SETD
RideCare Manager	Manager, Clerical	SETD
RC Operational Lead & Billing	Lead, Clerical	SETD
CSR (Client Services Representative)	Call Taker, Clerical	SETD

**Covered Classifications for FTA (all safety sensitive positions)**

<u>Job Title</u>	<u>Job Duty</u>	<u>Testing Authority</u>
Operations Manager	Manager, <del>Drive bus</del>	FTA
Operations Assistant	Assistant, Dispatcher	FTA
Fixed Rt. Driver Supervisor	Supervisor, Drive bus	FTA
Fixed Rt. Driver	Drive bus	FTA
Paratransit Supervisor	Supervisor, Dispatcher	FTA
Paratransit Driver	Drive bus	FTA
Maintenance Supervisor	Supervisor, Mechanic	FTA
Mechanic	Mechanic	FTA
Mechanic Assistant	Mechanic	FTA

Attachment B

**SUNSET EMPIRE TRANSPORTATION DISTRICT**

Drug & Alcohol Program Manager

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

Collection Site

Name: Brenda Hartman

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

Third Part Administrator

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

Medical Review Officer

Name: Fernando Proano, MD  
Title: Certified MRO  
Address: 15500 1<sup>st</sup> Ave. S, Ste. 106; Burien, WA 98148  
Telephone Number: (206) 242-0855

Substance Abuse Professional

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

Substance Abuse Professional

Name: Brian Esparza M.D.  
Title: Certified SAP  
Address: 9155 SW Barnes Rd. #333, Portland, OR 97225  
Telephone Number: 503-216-2028

HHS Certified Laboratory Primary Specimen

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

HHS Certified Laboratory Split Specimen

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

Date: June 20, 2018

To: Board of Commissioners

From: Paul Lewicki

Re: Agenda Item 11.b Surplus Vehicle Disposition

Operations is preparing to release for salvage, six revenue vehicles which have exceeded their useful life cycle mileage and/or age per FTA recommended life cycle indicators. These buses include three 2007 Chevrolet Defender cutaways, and three 2010 Chevrolet model 5500s. The District has received the titles to the vehicles from ODOT. The vehicles are not in usable condition, so they are not able to be donated or sold. Useful parts and systems have been removed to support fleet maintenance programs. There will be no cost to the District for salvaging them.

<b>Sunset Empire Transportation District Vehicle List</b>										
<b>Bus #</b>	<b>Year</b>	<b>Make/Model</b>	<b>Vehicle</b>		<b>License</b>	<b>VIN #</b>	<b>No.</b>	<b>No.</b>	<b>7/2/10</b>	<b>Fuel Type</b>
			<b>Type</b>	<b>Length</b>	<b>Plate No.</b>		<b>Seats</b>	<b>ADA</b>	<b>Current</b>	
							<b>(Total)</b>	<b>Stations</b>	<b>Mileage</b>	<b>(Gas, diesel, alt.)</b>
83	2007	Chev/Defender	c/away	30	E237480	1GBE5V1207F415917	25	2	346697	Diesel
84	2007	Chev/Defender	c/away	30	E237482	1GBE5V1257F416240	25	2	417061	Diesel
85	2007	Chev/Defender	c/away	30	E237481	1GBE5V12074F16193	25	2	378851	Diesel
87	2010	Chevrolet	5500	18	E250669	1GBG5U1968F417172	30	2	256354	Diesel
88	2010	Chevrolet	5500	18	E250668	1GBG5U1908F417152	30	2	151626	Diesel
89	2010	Chevrolet	5500	18	E250670	1GBG5U1938F416996	30	2	202426	Diesel

Staff is recommending that the Board approve the salvage of these buses.



Date: June 22, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 11.c ODOT Grant Agreement #32868

This grant agreement is a result of the successful grant application through the competitive §5310 program. This will provide us with additional funds for preventative maintenance to help keep our fleet safe and reliable. The grant is for \$24,000 and has a match requirement of \$6,000 which is included in next year's budget.

Staff is recommending that the Board approve ODOT Grant Agreement #32868 and authorize the Board Vice-Chair to sign the agreement.

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2018** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$30,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$24,000.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any 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 termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

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

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

## 10. Termination

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

## 11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

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

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

- 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. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be

given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **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.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no



understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**Sunset Empire Transportation District**, by and through its

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Jeff Hazen  
900 Marine Drive  
Astoria, OR 97103  
1 (503) 861-5399  
jeff@ridethebus.org

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 986-2836  
Arla.MILLER@odot.state.or.us

**State of Oregon**, by and through its Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 06/06/2018

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

N/A

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5310 Sunset Empire Transportation District 32868</b>				
<i>Preventative Maintenance</i>				
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$30,000.00	\$24,000.00	\$6,000.00	Local
<b>Sub Total</b>	\$30,000.00	\$24,000.00	\$6,000.00	
<b>Grand Total</b>	<b>\$30,000.00</b>	<b>\$24,000.00</b>	<b>\$6,000.00</b>	

● **1. PROJECT DESCRIPTION**

*Provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

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

**2. PROJECT DELIVERABLES and TASKS**

*All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.*

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

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

*Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.*

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

*A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.*

*If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.*

**3. PROJECT ACCOUNTING and MATCHING FUNDS**

*Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.*

#### **4. REPORTING and INVOICING REQUIREMENTS**

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

**EXHIBIT B**

**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5310	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$24,000.00</b>
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**Administered By**

Rail and Public Transit Division  
555 13th Street NE  
Salem, OR 97301-4179

## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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



## EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. 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. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Date: June 22, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 11.d ODOT Grant Agreement #32841

This grant agreement is a result of the successful grant application through the competitive §5339 program. This will provide us with funds to purchase one new vehicle to replace one that is on the list of surplus vehicles to be disposed of. The grant is for \$174,250 and has a match requirement of \$30,750 which is included in next year's budget.

Staff is recommending that the Board approve ODOT Grant Agreement #32841 and authorize the Board Vice-Chair to sign the agreement.

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2018** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$205,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$174,250.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any 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 termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

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

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

**e. Additional requirements**

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation,



Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

## 10. Termination

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

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

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

## 11. General Provisions

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

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

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

- 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. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this

Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **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.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

**SIGNATURE PAGE TO FOLLOW**

**Sunset Empire Transportation District**, by and through its

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Jeff Hazen  
900 Marine Drive  
Astoria, OR 97103  
1 (503) 861-5399  
jeff@ridethebus.org

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 986-2836  
Arla.MILLER@odot.state.or.us

**State of Oregon**, by and through its Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 06/06/2018

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Marvin Fjordbeck by email  
(printed)

Date \_\_\_\_\_ 03/13/2017

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5339 Sunset Empire Transportation District 32841</b>				
<i>Replacement/Right Sizing Vehicle Purchase</i>				
<b>Item #1: Bus STD 35ft</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$205,000.00	\$174,250.00	\$30,750.00	Local
<b>Sub Total</b>	\$205,000.00	\$174,250.00	\$30,750.00	
<b>Grand Total</b>	<b>\$205,000.00</b>	<b>\$174,250.00</b>	<b>\$30,750.00</b>	

● 1. PROJECT DESCRIPTION

*Purchase 1 transit vehicle as follows: useful life: 10 years and 350,000 miles; approximate length: 30-35 feet; estimated number of seats: 25-35; estimated number of ADA securement stations: 2; fuel type: diesel.*

*Purchase includes all equipment and supplies necessary to put the vehicle into service.*

*The following vehicle has been approved for replacement in this Agreement:*

*OPTIS V000871; 2010 Chevrolet 5500; 1GBG5U1938F416996.*

2. PROJECT DELIVERABLES, SCHEDULE and USE

*All purchases and installations must be completed prior to the expiration date of this Agreement.*

*Expected order date: July 1, 2018.  
 Expected delivery date: June 30, 2020.*

*For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.*

*This Agreement provides funding to purchase a passenger transportation vehicle to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicle to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicle to another agency without the permission of State.*

*State will retain title to the vehicle as primary security interest holder as long as the vehicle remains in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.*

*Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.*

### **3. PROJECT ACCOUNTING and MATCHING FUNDING**

*Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with this vehicle and required to put the vehicle into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.*

*Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.*

*Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

### **4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will provide reporting information as prescribed by State on the vehicle purchased under this Agreement as long as the vehicle remains in public transportation service. Vehicle condition and mileage must be reported quarterly.*

*Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.*



**EXHIBIT B**

**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 9300.1A	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.526 (5339)</b>	<b>Total Federal Funding</b> <b>\$174,250.00</b>
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**Administered By**

Rail and Public Transit Division  
555 13th Street NE  
Salem, OR 97301-4179

## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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

## EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. 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. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Date: June 22, 2018

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 11.e ODOT Grant Agreement #32854

This grant agreement is a result of the successful grant application through the competitive §5311 program. This will provide us with funds to purchase three new vehicles to replace three that are on the list of surplus vehicles to be disposed of. The grant is for \$457,623 and has a match requirement of \$52,377 which is included in next year's budget.

Staff is recommending that the Board approve ODOT Grant Agreement #32854 and authorize the Board Vice-Chair to sign the agreement.

## RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

### AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2018** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subcontractor Insurance**

**Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement**

**Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available**

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$510,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$457,623.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.c hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
  - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any 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 termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

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

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



accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
  - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

## 9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
  - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
  - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**

***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
  - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
  - ii. all procurement transactions are conducted in a manner providing full and open

competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

**e. Additional requirements**

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation,

Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

## 10. Termination

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

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

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

## 11. General Provisions

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

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

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

- 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. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this

Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **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.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

**SIGNATURE PAGE TO FOLLOW**



**Sunset Empire Transportation District**, by and through its

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Jeff Hazen  
900 Marine Drive  
Astoria, OR 97103  
1 (503) 861-5399  
jeff@ridethebus.org

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 986-2836  
Arla.MILLER@odot.state.or.us

**State of Oregon**, by and through its Department of Transportation

By \_\_\_\_\_  
H. A. (Hal) Gard  
Rail and Public Transit Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 05/22/2018

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Marvin Fjordbeck by email  
(printed)

Date \_\_\_\_\_ 03/13/2017

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: STP Sunset Empire Transportation District 32854</b>				
<i>Three Vehicle Replacements</i>				
<b>Item #1: Bus 30ft</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$510,000.00	\$457,623.00	\$52,377.00	Local
<b>Sub Total</b>	\$510,000.00	\$457,623.00	\$52,377.00	
<b>Grand Total</b>	<b>\$510,000.00</b>	<b>\$457,623.00</b>	<b>\$52,377.00</b>	

● 1. PROJECT DESCRIPTION

*Purchase 3 transit vehicles as follows: useful life: 7 years and 200,000 miles; approximate length: 25-30 feet; estimated number of seats: 16-30; estimated number of ADA securement stations: 2; fuel type: diesel.*

*Purchase includes all equipment and supplies necessary to put the vehicles into service.*

*The following vehicles have been approved for replacement in this Agreement:*

*OPTIS Number V000532; 2007 Chevrolet Cutaway; 1GBE5V1207F415917.*

*OPTIS Number V000534; 2007 Chevrolet Cutaway; 1GBE5V1257F416240.*

*OPTIS Number V000533; 2007 Chevrolet Cutaway; 1GBE5V12074F16193.*

2. PROJECT DELIVERABLES, SCHEDULE and USE

*All purchases and installations must be completed prior to the expiration date of this Agreement.*

*Expected order date: July 1, 2018.*

*Expected delivery date: June 30, 2020.*

*For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.*

*This Agreement provides funding to purchase passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.*

*State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.*

*Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.*

### **3. PROJECT ACCOUNTING and MATCHING FUNDING**

*Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.*

*Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.*

*Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

### **4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remain in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$457,623.00</b>
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<b>Administered By</b> Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### GENERAL.

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

#### TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

**NOTICE OF CANCELLATION OR CHANGE.** The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

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

## EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at [www.transit.dot.gov](http://www.transit.dot.gov). The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at [www.transit.dot.gov](http://www.transit.dot.gov). Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. 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. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.



Executive Director Report  
June 2018 Board Meeting  
Jeff Hazen

-Gearhart and Knappa. I reported last month on the Dollar General Store being constructed in Gearhart. They are currently working through issues related to exactly where the shelter is supposed to be located at. The City sent me a picture of their markings and it extended into the bike lane. They have not been coordinating with ODOT as they were supposed to. They are also proposing to locate another store in Knappa where the closed restaurant is across from the Logger. This is a site that ODOT has been studying as part of the Transit Access grant that the NW Connector had received. With word that they were looking at that site, I forwarded their plans to the consultants and ODOT to make sure we could still move forward with that enhancement. I have been in contact with the County as well to have this transit facility included as a condition of approval.

-Low/No Grant. The Low/No Grant has been successfully received by the FTA. Sandy Transit also submitted one through ODOT as well.

-FTA announcement. You may have seen that the FTA has released another \$5339 Bus and Bus Facilities grant. I learned about this while in Pittsburgh. Great to see that they are releasing a significant amount of money for this, over \$366 million with a minimum of 10% going to rural. 20% match may be an issue since we weren't aware of this prior to budget season so we will have to take a look at the timing of the grant awards. That could be problematic as well because they never say when they are going to announce awards.

-CTAA Expo. The CTAA Expo was excellent. I attended a two-day intensive training to prepare for the Certified Community Transit Manager exam. It was a great review and the dialogue amongst the participants was wonderful. We all took the 54-page exam the following day. I felt good about knowledge level on the questions they asked, there were a couple that I had to read and reread multiple times to make sure I understood what they were asking. I was relieved to find out that they changed the exam this year and there were no essay questions. The test is handwritten, and I only like to type since my penmanship is abhorrent and embarrassing (my mother always blamed my 2<sup>nd</sup> grade teacher for it!). Workshops I attended included Succession Planning for Transit Systems, Assessing Demand Response Operations, and a Travel Training one. I'll be sharing the presentations with the Team over the next couple of months, so we can incorporate some of the good ideas that are working into our operation. I participated in the National Rodeo once again and helped set it up and got to be a judge at the Pre Trip Inspection Station. It was great being able to interact with drivers from across the nation and see their skillset in action.

Weekly Reports:

6/5/18

We've set up some community open houses to share the proposed fare and pass changes. On June 18th we will be at the Seaside Library from 1-2 and then at the Cannon Beach Chamber of Commerce from 3-4. On June 19th, we will be at the Transit Center from 1-2 and at Emerald Height's Community Room from 4-5. These will be informal informational sharing to get the word out and to gather input. A press release has been set up and interviews scheduled for this week. We will also be sharing information on the Transit App so people are aware of that as well. Paul and Mary are wrapping up last minute details and providing training for staff before we issue a press release about the App. Our new buses will be arriving this week, one may even be here tomorrow. I'm looking forward to seeing the difference in the ride with the Liquid Spring Technology on them! I've scheduled a S&D meeting for June 19th to discuss the changes that we will be making to the committee and their additional role with the STIF funding. I've begun updating the current bylaws to have ready for the first time the revamped committee meets.

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

## **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%) (5.7%)**
  - On-time Performance **Goal = 95%** **Tracking not in place yet.** **Will begin tracking this month.** **Will have June numbers at the July meeting.**
  - 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.** **We had a desktop exercise scheduled but have to reschedule do to some conflicts.** **Spoke with my one of my counterparts in Washington who has dealt with disasters and all of their**

interaction was done through the County with FEMA coming in later to provide support.

- 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 19<sup>th</sup> 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 **Added 2 additional loops on each weekend day of the Pacific Connector and add another loop on Route 20 M-F.**
    - 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 8<sup>th</sup>. 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 of 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 4<sup>th</sup>. 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. **We have been trying to get ahold of the Seaside Schools Transportation Supervisor to discuss the potential sharing of their site for bus storage.**

- 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  $\frac{3}{4}$  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  
June Board Meeting Report  
John Layton

May Data

Fixed Route Highlights:

- 19,783 people used fixed routes in May for an average of 638.2 riders per day.
- 14.6% decrease in average passengers who rode fixed routes per day from last May (746.9 to 638.2)
- 11 people per hour, on average, got on any fixed route at any time that the bus runs in May. 20.3% decrease (13.8 to 11) from last May.
- 35.5% decrease in the ratio of elderly/disabled riders from last May (31.4 % to 20.2%)

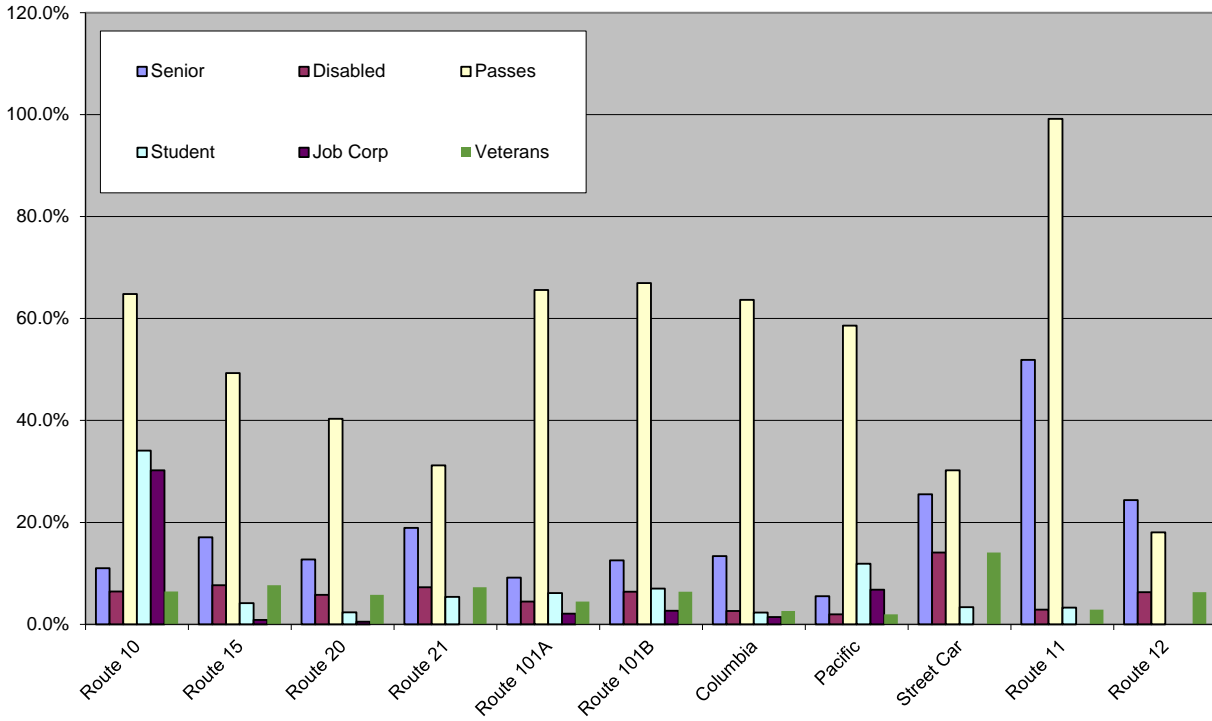
RideAssist Highlights:

- 1,157 rides were provided by RideAssist in May for an average of 35.3 rides per day.
- 12.1% increase in average RideAssist passengers per day from last May (33.3 to 37.3)
- 36.7 % increase in all ADA Paratransit rides from last May (502 to 686)

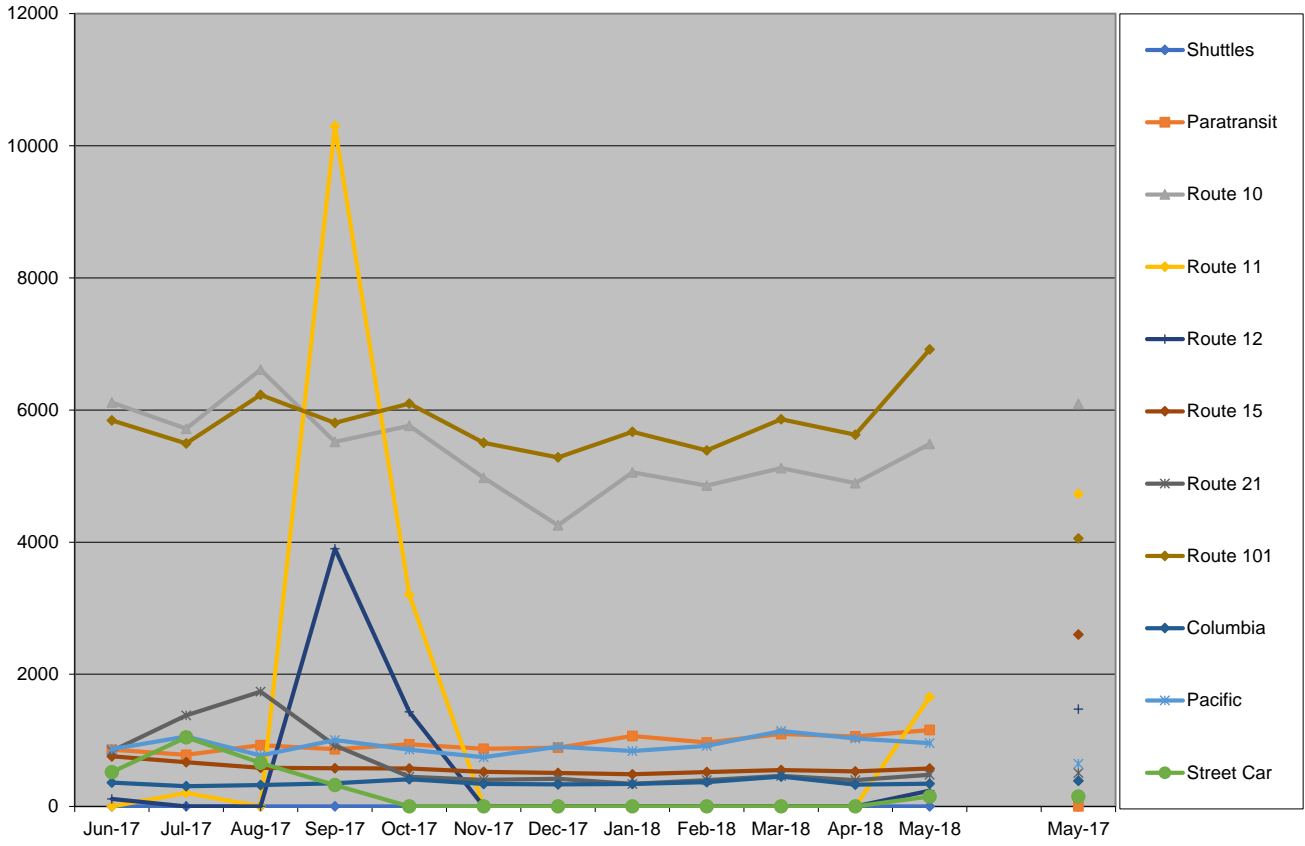
System Highlights:

- 20,940 people used Sunset Empire Transportation in May for an average of 675.5 riders per day.
- 12.6 % decrease in all average passengers per day from last May (773.2 to 675.5)

**Rider Breakdown by Route**



**SETD Rides**





Operations Report  
June Board Meeting Report  
Paul Lewicki

Walmart's opening day and opening weekend went without incident for our buses. The bus pullout has been in use since before the opening to service employee arriving to train at the facility. Although we were prepared to respond if there had been a need due to higher than expected ridership, all was handled satisfactorily with assigned equipment and drivers.

One of the panes in the bus shelter at the Short Stop Market was damaged by unknown means. A police report was taken. Due to the age of the shelter, and the worn appearance due to weather and sun, Operations has decided to replace all the acrylic panes in the shelter. This will improve its appearance and better reflect SETD's efforts to provide better service to its riders.

The Swiftly platform is providing benefits to SETD and to its riders. Management and the CSRs are able to determine bus locations in moments, and to confirm bus locations historically in response to customer complaints. Users of the mobile app are learning how it best serves their needs and are providing positive feedback. Trillium Solutions has completed the task of adding our Swiftly stop codes to our website.

The two new buses were delivered on 6/19 and 6/20. They include such new features as remote tire pressure sensing, LiquidSpring rear suspension, and Automatic Passenger Counters. With their enhanced technology aboard, Operations will use the new data to help improve timepoints along the routes, and to guide the realignment of routes which we plan to undertake in the new fiscal year. These buses will need to be processed and registered prior to going into service. Revenue service for buses 1801 and 1802 is expected to begin by July 1<sup>st</sup>.

Summer routes are operational. The Seaside Streetcar, and the newly renamed Route 17 (Cannon Beach weekday Trolley) are again carrying summer visitors and locals to south county destinations.

Fleet Maintenance has nearly completed its campaign to ensure the air conditioning units in each of our revenue vehicles is working correctly as we go into our warmer months. This is an area that as historically generated many negative comments from our riders, so it is important that we keep our buses as cool as we can and provide a comfortable rider for our patrons.

I have applied to ODOT to attend its Transit Management Training sessions being given in July in Salem. Should know in the next couple of weeks if my application was accepted.

I have registered for the ZEB conference in Los Angeles in September of this year. This event is hosted by Los Angeles Metropolitan Transit Authority.

RIDE ASSIST  
June 2018 Report  
Jennifer Geisler

- In May, RideAssist had a total of 1151 rides for an average of 37 rides per day. There were 686 ADA rides, 7 Dial-A-Ride, 85 PCA's and we provided 373 RideCare rides.
- The Paratransit drivers sold 24 ticket books for the self-pay ADA service.
- There were 0 ride denials for ADA Paratransit rides.
- ADA Paratransit Report
  - Number of completed applications received: 3
  - 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: 3
    - More than 21 days:
  - Determination by type:
    - Unconditional: 3
    - Conditional:
    - Temporary:
    - Not eligible:
  - Number of appeals requested: 0
  - Number of appeals heard: 0

**Paratransit Fares Collected for May 2018**

- Para-transit Fares: \$1046
- Tickets Collected: \$866
- Medicaid Billed: \$6747
- Ticket books sold: \$597
- Dial-A-Ride Fares: \$56



Outreach and Education  
June 2018 Board Meeting Report  
Mary Parker

**Travel Training-** Weekly travel training at Tongue Point Job Corp has been a lot more interesting for the students since we launched The Transit App. Part of the training that I do has always included utilizing google maps and other apps for trip planning Now students can utilize The Transit App which will give them real time access to our buses. Using our services on the weekend is challenging for the students as they cannot access our buses unless they take the TPJC bus into Astoria and then walk to the Transit Center to catch the Connector buses. Their bus however does not coincide with our buses very well. These new SETD riders will now be able to travel safer and be able stay on the schedule that TPJC requires.

**The Veterans Outreach Program-** We are continuing to deliver rack cards to service organizations, clinics and other outreach programs throughout area.



**The Transit App-** Jeff was interviewed by KMUN and KAST and discussed both the Fare changes and the Transit App last week. Press Releases were sent throughout the Clatsop County which included newspapers, radio stations, Clatsop County services, chamber of commerce and visitor's centers. A feature article was written in the Daily Astorian that included information on the proposed Fare and Pass changes and information about The Transit App. All bus shelters have information posters including the "Stop Code" for that specific location. "Stop Codes" are also available on our web page. Buses have informational posters and they have also have informational rack cards for the drivers to hand out to the riders with instructions on how to access The Transit App. All 3 local newspapers (Daily Astorian, Seaside Signal and the Columbia Press) will have a series of advertisements placed in them. There is information on our Web and Facebook. Emails went out to local employers, organizations and service organizations. Thank you to Matt who has been riding on several routes and explaining the benefits The Transit App offers and encouraging riders to take advantage of this very simple app. We are continuing to do outreach with more ads going out next week and ongoing one on one outreach on the buses. Thanks to everyone who has been so supportive and helpful in getting The Transit App. information into the public hands...literally.

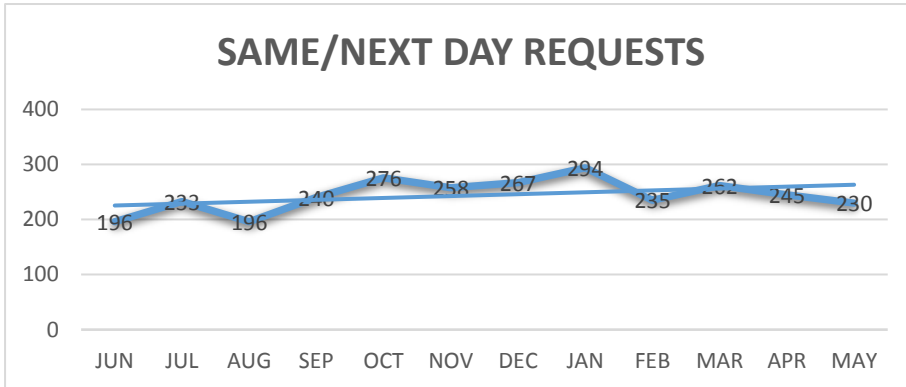
A big thank you to Tracy Lofstrom for being our super model for the outreach adds!

**Summer Fun Pass-** We have done a lot of outreach for the Summer Fun Pass and they went on sale on June 15<sup>th</sup>. There have been many calls wondering when they would be available from parents and grandparents which is great!

Human Resource Report  
June Board Meeting Report  
Tami Carlson

- May 3<sup>rd</sup> participated in a SDAO Safety Webinar, Hazard Investigation. SDAO presents a 30-minute webinar every first Thursday of the month. A different topic is picked for each session.
- May 8<sup>th</sup> attended the Safety Committee meeting and participated in a SDAO training on the best practices to maintain a proper Safety Committee for the District. Great information and knowledge for the committee members.
- May 21<sup>st</sup> and 22<sup>nd</sup> attended Drug and Alcohol Transit Training in Eugene Oregon. The two-day training was presented by Sean Oswald from RLS (DOT compliant trainer). Classes were directed towards Drug and Alcohol Program Management (DAPM) and Reasonable Suspicion training. Received an ODOT Public Transit Scholarship for the training.
- SETD is in the process of seeking applicants to fill the gap for a Lot Attendant/Bus Washer. Current Lot Attendant out on leave. Interviewed a potential temporary candidate for position.
- RideCare staff member Deelinda Lee leaving the district at the end of the month. Due to RC circumstances no replacement in the future. RC is losing another staff member before the closure date of July 31<sup>st</sup>.
- Submitted the mandatory Oregon Bureau of Labor Statistics (BLS) Occupational Employment Statistics (OES) report. This report asks for information about district occupations and wage ranges of the employees.
- Other projects – Provided on going information to GNSA the timeclock, timekeeping company to move forward with providing the district with payroll services. Target date for implementing the service is July.

- Trips in May dipped significantly through the middle part of the month but rallied in the final 8 days. Rides tend to dip historically during the first part of Spring and levels off around late June.
- Due to the strong efforts by our scheduling and dispatching teams our next day and same day ride requests have edged downward over the last month. Our denial rate is higher this month due to the strong effort to contain the next day same day requests.



Next day and same day ride requests cost us more money due to the fact that we have already put to full capacity the most cost-effective options available and unless the trip is medically necessary.

**\*\*Staffing issues are keeping our call takers averaging 119 outgoing/incoming calls per day.**

**\*\*\*Ride Care had 11,072 calls/faxes in the month of May.**

- Ride Care has accepted the CCO's request that we stay operating until July 31<sup>st</sup> with a promise of them taking a 100% risk share. Letters have been sent to all partners that would be affected by this decision.
- At the request of the State's Volunteer coordinator we will be officially issuing the news of our August 1<sup>st</sup> closure in the middle part of June.
- The CCO sent Keith Hagen to our office on May 8<sup>th</sup> and 9<sup>th</sup> where we learned some valuable new skills in the ride denial process. Keith was impressed with our operation and commented on how efficient we were with all that we do.
- Ride Care will be down 2 team members for the month of June with one at half time thus causing some longer hold times for members. We are adjusting to this the best we can but do look forward to it staying the same until July.