



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

BOARD MEETING AGENDA

THURSDAY MAY 23, 2019

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3 minute limit)
5. APPROVAL OF BOARD MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS
8. OLD BUSINESS
9. NEW BUSINESS
 - a. Audit Firm Selection
 - b. ODOT Agreement 33433 §5311 Operating Grant
 - c. Closure of the LGIP RideCare and Clatsop Community Bank accounts.
 - d. Supplemental Budget- Resolution
10. CORRESPONDENCE
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. PUBLIC COMMENT (3 minute limit)
14. OTHER ITEMS

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

MAY

2019

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

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

MAY

2019

LGIP	LOCAL GOVERNMENT INVESTMENT POOL
LGPI	LOCAL GOVERNMENT PERSONNEL INSTITUTE
LRCTP	LONG RANGE COMPREHENSIVE TRANSPORTATION PLAN
MAINT	MAINTENANCE
MBRC	MILES BETWEEN ROAD CALLS
MISC	MISCELLANEOUS
MM	MOBILITY MANAGEMENT
MOS	MONTH
MOU	MEMORANDUM OF UNDERSTANDING
NADTC	NATIONAL AGING AND DISABILITY TRANSPORTATION CENTER
NEMT	NON-EMERGENT MEDICAL TRANSPORTATION
NRTAP	NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM
NTI	NATIONAL TRANSIT INSTITUTE
NWACT	NORTHWEST AREA COMMISSION ON TRANSPORTATION
NWOTA	NORTHWEST OREGON TRANSIT ALLIANCE
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
OHA	OREGON HEALTH AUTHORITY
OHP	OREGON HEALTH PLAN
OPTC	OREGON PUBLIC TRANSPORTATION CONFERENCE
OPTIS	OREGON PUBLIC TRANSIT INFORMATION SYSTEM
OPTP	OREGON PUBLIC TRANSPORTATION PLAN
OR	OREGON
OTA	OREGON TRANSIT ASSOCIATION
OTC	OREGON TRANSPORTATION COMMISSION
P&L	PROFIT AND LOSS
PARA	PARA-TRANSIT
PCA	PERSONAL CARE ATTENDANT
PTAC	PUBLIC TRANSPORTATION ADVISORY COMMITTEE
QE	QUALIFIED ENTITY
QTR	QUARTER
RAC	RULES ADVISORY COMMITTEE
RAC	RIDECARE ADVISORY COMMITTEE
RC	RIDECARE
REHAB	REHABILITATION
RFP	REQUEST FOR PROPOSALS
RFQ	REQUEST FOR QUOTES
RIBTC	RURAL AND INTERCITY BUS TRANSPORTATION CONFERENCE
RPTD	RAIL AND PUBLIC TRANSIT DIVISION
SDAO	SPECIAL DISTRICTS ASSOCIATION OF OREGON
SDIS	SPECIAL DISTRICTS INSURANCE SERVICES
SETD	SUNSET EMPIRE TRANSPORTATION DISTRICT
SETD GF	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SETD GEN	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

MAY

2019

SIP	SERVICE IMPROVEMENT PROGRAM
SSP/0401	ACCOUNT FROM OREGON DEPARTMENT OF HUMAN SERVICES
STF	SPECIAL TRANSPORTATION FUND
STIF	SPECIAL TRANSPORTATION IMPROVEMENT FUND
STIP	SPECIAL TRANSPORTATION IMPROVEMENT PROGRAM
STN	STATEWIDE TRANSPORTATION NETWORK
STP	SURFACE TRANSPORTATION PROGRAM
STS	SUNSET TRANSPORTATION SERVICES (NAME CHANGE THAT DIDN'T HAPPEN)
TAC	TECHNICAL ADVISORY COMMITTEE
TAC	TRANSPORTATION ADVISORY COMMITTEE (STF/5310/STIF)
TECH	TECHNOLOGY
TGM	TRANSPORTATION GRANTS MANAGEMENT
TO	TRANSPORTATION OPTIONS
TPAC	TRANSPORTATION PLAN ADVISORY COMMITTEE
TPJCC	TONGUE POINT JOB CORPS CENTER
TRB	TRANSPORTATION RESEARCH BOARD
TSP	TRANSPORTATION SYSTEMS PLAN
YTD	YEAR TO DATE
ZEB	ZERO EMISSION BUS
ZEP	ZERO EMISSION PROPULSION
ZEBRA	ZERO EMISSION BUS RESOURCE ALLIANCE



**Sunset Empire Transportation District
Board of Commissioners Meeting Minutes
APRIL 25, 2019**

1. CALL TO ORDER- Chair Kathy Kleczek called the meeting to order at 9:30 AM.
2. ROLL CALL:
Present: Chair Kathy Kleczek, Vice Chair Bryan Kidder, Secretary/Treasurer Lylla Gaebel, Commissioner Kevin Widener, Commissioner Tracy MacDonald, Commissioner Pamela Alegria. Commissioner Gearin was excused.

Staff: Executive Director Jeff Hazen, Financial Officer Tracy Lofstrom, Human Resources, Tami Carlson, Executive Assistant Mary Parker
3. CHANGES TO AGENDA-Executive Director Hazen requested to add under 9.d the Board's authorization for the Executive Director and the Board Chair to sign the STIF Plan Certification of Agreement.
4. PUBLIC COMMENT- No comments
5. APPROVAL OF THE MARCH 20, 2019 BOARD MEETING MINUTES-
Commissioner Gaebel moved to approve the March 28th Board minutes.
Commissioner MacDonald seconded the motion
Discussion- correction on page 6, line 8; change "has gave" to given
Motion passed unanimously

Commissioner Gaebel moved to approve the March 13th Board Work Session Minutes
Commissioner MacDonald seconded the motion
Discussion-a typo correction page 9 line 5 change "Executie" to Executive
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. Secretary/Treasurer Gaebel- No Report
 - e. Vice Chair Kidder- Commented that he had recently traveled to area in Louisiana with a population of about 120,000 and noticed that the public transportation service there only used the smaller buses and asked to learn more about our selection of bigger buses over smaller buses. Hazen explained that the larger Blue Bird buses we have were purchased for the Lewis and Clark bicentennial and as we replace buses, we are purchasing the smaller buses. Hazen also said as we purchase more, we will right size them from class A to class B and C buses.
 - f. Chair Kleczek-. Reported she had attended orientation for the SDAO Board where there was also information from SDIS which has a Tele-med or E-med option where members can call in or email a doctor and receive medical help. There is no copay and no waiting for an appointment. This service will be shared with staff and drivers at the next driver's meeting.
7. FINANCIAL REPORTS- Financial Officer Tracy Lofstrom reviewed the March financial statements.
Commissioner Kidder moved to approve the financials as presented
Commissioner Widener seconded the motion
Discussion- Chair Kleczek asked about a \$288 charge that was made for food. Tracy will check but thought it was probably for a hotel charge. Commissioner Alegria asked why the utilities are so high.

Tracy said that we have an old system and she and Mary have been turning the heating systems off at night to cut cost.

Motion passed unanimously

8. OLD BUSINESS-

- a. **FY 2018 Sunset Empire Transportation District Audit Presentation-** Brad Bingenheimer from Boldt Carlisle and Smith reviewed the SETD Audit report by teleconference. Each Board member received a copy of the FY 2018 Financial Report prior to the meeting. Brad reported that the District net position was \$4,855,420 which was a decrease \$168,215 from 2017. Brad stated there were three findings concerning overspending and internal controls. He also said it sounds like there are actions being taken to resolve these findings.

Findings:

- b. 2018-001-Lack of segregation of duties related to the monthly journal entries, which are prepared and posted to the general ledger without supervisory review or approval. Response: *The finance officer will add a step to include the Executive Director's approval before the journal entry is made.*
- c. 2018-002-Transactions that cross fund should include a due to or due from in order to ensure that each fund is in balance at any given time of the year. Quick Books is not fund driven and we have found through research that is almost impossible to balance funds within Quick Books. Response: *The District is in the process of purchasing a new financial software package by July 2019 that is fund driven, thus reducing this problem all together.*
- d. 2018-003-The required documentation supporting the costs claimed in reimbursement requests were not maintained. The District will purchase new financial software for the 2019-2020 FY. Response: *The chart of accounts will be set up specifically to facilitate grant reporting, which will enable the District to report more accurately.*

Brad said that this is the third year of the same audit findings found in 2018-01 and 2018-02.

Discussion- Commissioner Kidder asked if since this is the third year on the findings will this trigger any other oversight or reporting? Brad said that because you have these findings, you need to develop a corrective action plan which is provided to the state and federal government because they will want to see that you are making progress on the plan and would hope that these findings go away. However, there is a cost involved and it may become management's decision on the segregation of duty Brad said what they definitely do not want to see is the finding on the federal awards. If they see this has not been corrected overtime, you may get some inquiry from the state of the federal government on how you can fix those.

Chair Kleczek asked if this is a finding that is seen when services are using QuickBooks? Brad said having an accounting program that is set up for government helps but it must be set up and used properly to achieve clear documentation. Commissioner Gaebel asked about the report on page 96 that stated that the expenditures exceeded the award. Brad explained that if the expenditures exceeded the award it will be covered by other funds. Commissioner Gaebel stated that employees in RideCare were paid for their sick leave when it closed, where does that leave us. Brad asked what the policy says? Commissioner Gearin said it is not to pay. Brad said that the Board could retroactively approve that, or the Board could go to those employees and ask for repayment, but this is usually not very successful. Brad suggested having it retroactively approved by the Board. Chair Kleczek said it had already been retroactively approved.

Brad announced that Boldt Carlisle and Smith will no longer be able to serve as the District's auditor. He thanked the District for having them as their Auditor's for so many years, adding that it was a difficult decision. Executive Director Hazen thanked Brad from the staff standpoint you and your staff have been very helpful.

Commissioner Gaebel stated that the Board had asked that the Audit presentation be done in person and asked why it was not. Executive Director Hazen apologized and said he did not know why Brad could not make it.

Commissioner Kidder moved to approve the fiscal presentation for the SETD 2018 Audit
Commissioner Widener seconded the motion

Discussion- Chair Kleczek said she thinks it is important that we make the corrections needed to the internal controls because in some of our funding agreements we were required to have audits that had no findings and the internal control one has been one of the issues. Chair Kleczek said we have worked hard to correct a lot them and not having the funding documentation is a significant back step in our internal controls, so we just need to keep going. Commissioner Gaebel said she thought we were having someone review the journal entries. Tracey said it was not working and difficult. Commissioner Gaebel asked if there is a written Corrective Action Plan. Tracy said yes, a letter went to the state and the feds. Hazen said he thought it was in the report. Commissioner Gaebel said the Board should have a copy and she did not recall seeing it. Commissioner Gaebel asked why we have elected not to use the 10% as listed on page 99 #2? can Executive Director Hazen said he and Tracy discussed this and have decided to use the 10%. Pamela asked if the difficulties could be resolved in the future. Tracy said she believes the new software system will help. Hazen said we have changed the Journal Entry process. Tracy now lets me know when she is preparing a journal entry. Pamela suggested hiring someone part time. Tracy said we are discussing that.
Motion passed unanimously

Chair Kleczek called for a 5-minute break at 10:15 AM

Chair Kleczek called the meeting back to order at 10:22 AM

- e. **Adoption of Strategic Priorities Plan-** Executive Director Hazen said the Board had developed the Strategic Priorities Plan for the upcoming 2019-2021 biennium and staff recommends the Board adopt the plan.

Commissioner Widener moved to adopt the Strategic Priority Plan

Commissioner MacDonald seconded the motion

Discussion- None

Motion passed unanimously

9. NEW BUSINESS

- a. **Creation of Statewide Transportation Improvement Funds-** Executive Director Hazen explained that ORS 732-040-0020 requires that we set up separate funds for the STIF program. Staff recommends that the Board approve the creation of the STIF Formula Fund, STIF Discretionary Fund and STIF Intercommunity Fund.

Commissioner Alegria moved to approve creation of the STIF Formula, STIF Discretionary and the STIF Intercommunity Funds

Commissioner Gaebel seconded the motion

Discussion- Commissioner Kidder asked what these funds were going to be used for.

Executive Director Hazen said the formula fund is the \$1.8 million that we prioritized recently, and the other ones will be for the new Portland route, but we do not know which fund we will receive. Hazen said he will budget it into the fund he requested, but if the funds are received differently, he will have to move the funds using a supplemental budget.

Motion passed unanimously

- b. **Letter of Commitment for Low or No Grant-** Information only, no action required.

- c. **Letter in Opposition to HB 3099-** Executive Director Hazen said that this is a follow up from the call that the SDAO legislative committee put out in regards HB 3099 that if wording was changed could involve Special Districts. Hazen said Commissioner Widener, Commissioner Gearin and I sent out letters to our legislators. HB 3099 passed the House and has moved to the Senate and had the first reading yesterday. It is now sitting on the president's desk. Hazen said that we have two letters one to Representative Mitchell which is now mute because she already voted no, which we appreciate, and one to Senator Johnson.

Staff is asking the Board to approve a letter be sent to Senator Johnson, a Thank You letter be sent to Representative Mitchell and that the Board Chair be authorized to sign both.

Commissioner MacDonald so moved

Commissioner Widener seconded the motion

Discussion- Commissioner Kidder asked what is driving this. Hazen said that this was a Happy Valley issue. Commissioner Gaebel asked that when if we send another letter that we send one to Witt as well. Widener said that Witt has already voted in favor. Hazen asked that the motion be amended to allow him to also write Witt if the HB 3099 goes back to the House.

Commissioner MacDonald amended his motion to include a letter to Witt

Commissioner Widener amended his second

Motion passed unanimously

Chair Kleczek clarified that the motion was to approve that the Chair sign the letters being written by the Executive Director. The Board all verbally responded with yes.

- d. **Board's authorization for the Executive Director and the Board Chair to sign the STIF Plan Certification of Agreement.** Executive Director Hazen asked that the Board approve this STIF Plan Agreement and authorize Board Chair and the Executive Director to sign.

Commissioner Kidder moved to approve the Statewide Transportation Improvement Fund Formula Fund STIF Plan Certification Agreement and allow the Board Chair and the Executive Director to sign

Commissioner Widener seconded the motion

Discussion- Commissioner Gaebel said after reading did not think that the Board Chair needed to sign. Executive Director Hazen said that it in 2015 we had a compliance review and it was recommended that the Board Chair sign grant agreements.

Motion passed unanimously

10. CORRESPONDENCE-The resignation letter from Boldt Smith and Carlisle was given to the Board. Chair Kleczek said she received a letter from a rider concerning the safety of a flag stop on Hwy 101 near Glenwood Village which Operations has investigated and approved a change which will make it be safer for everyone.
11. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen reviewed the report he had submitted. Commissioner Gaebel asked about having an emergency button in the buses. There was discussion with staff reporting that the video system on the buses has an emergency alarm.
12. LEADERSHIP TEAM REPORTS- Reports submitted: Operations- Paul Lewicki, Ride Assist- Jennifer Geisler, Marketing and Outreach- Mary Parker, Mobility Management- Jason Jones, Human Resources-Tami Carlson and Transportation Options- Matthew Weintraub. Chair Kleczek asked where we are at with schedules. Hazen said he is reviewing schedule changes that Paul has given him and will give them to Mary who is working on updating the schedules.
13. PUBLIC COMMENT- Mary thanked the Board for the flower she received for Administrative Assistant Day. Chair Kleczek thanked Mary for the work she does for the Board and staff.
14. EXECUTIVE SESSION- At 10:46 AM Chair Kleczek announced and opened Executive Session for the purpose of ORS 192.660 (2)(i) to review and evaluate the job performance of a chief executive officer, other officers, employees and staff, if the person whose performance is being reviewed does not request an open hearing. Chair Kleczek also announced Executive Session for the purpose of ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations. All others than except designated staff were asked to leave the meeting room.
15. 12:12 PM Chair Kleczek closed the Executive session and called the regular meeting back to order
16. OTHER ACTIONS-

Commissioner Gaebel moved to approve the Union Contract between Sunset Empire Transportation District and the Amalgamated Transit Unit Local #757, for it to be in effect until June 30, 2022 and authorize the Board Chair and the Executive Director to sign.

Commissioner Widener seconded the motion

Discussion- Chair Kleczek thanked staff for their work and said we are grateful to have an attorney that could negotiate this special contract on our behalf.

Motion passed unanimously

Commissioner Gaebel moved to authorize the Board Chair and Vice Chair to meet with the Executive Director to formalize the evaluation and offer a 2.5% cost of living increase effective July 1, 2019.

Commissioner MacDonald seconded the motion

Motion passed unanimously

Meeting was adjourned at 12:15 PM

Mary Parker, Recording Secretary

Secretary Treasurer Lylla Gaebel

Date

An audio recording of the Sunset Empire Transportation District's Board Meeting is available at: www.ridethebus.org-Board of Commissioners- Monthly Meeting Minutes- April 25, 2019

Sunset Empire Transportation District
APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the MAY 2019 Board of Commissioner's Meeting

NOTE on Reviewing Financials: Month 10 = 83.3% of Fiscal Year Budget*

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$2,199,329 (\$180,740 more than budget), 95% of annual budget and 109% of monthly budget. YTD Total Materials & Services was \$785,130 (\$21,393 less than budget), 83% of annual budget and 97% of monthly budget.

Revenue

- 4000 Fares: Revenues for the month were \$18,852; \$240 more than monthly budget and \$15,614 less than budget YTD.
- 4015 Paratransit Fares: Revenues for the month were \$1,284; \$2,999 less than monthly budget and \$3,691 more YTD. NW Rides has been billed for April bus passes and for Paratransit rides for a total of \$5,079.
- 4090 Donations/Commissions: Over budget \$238 for the month and under budget YTD by \$3,432.
- 4100 Contract Service-IGA: Cannon Beach billing for March and April in the amount of \$6,639. \$36,715 better than YTD.
- 4200 Taxes: \$4,634 was received during April. \$29,059 over budget YTD.
- 4260 Mass Transit Assessment: Received \$16,819 for last Q. Over budget YTD by \$450.
- 4271 Billboard Lease: Payment of \$1200 was received in January 2019.
- 4272 Parking: All parking spaces are leased out.
- 4273 Charging Station: Payment of \$343.75 was received on June 5, 2018
- 4300 Interest: March interest for General Fund was \$736. RC interest was \$707.
- 4310 Misc. Income: \$30 for laminating.
- 5000 Grants: Reimbursements for 3rd Q grants is \$215,155. We should receive those funds in the next week.
- 5080 Oregon STF Funds: Received for 4th Quarter.

Expense

- 6005 Salaries & Wages: Over budget for the month \$20,164. Over budget YTD by \$37,780.
- 7000 VET Provider Payments: All Veteran provider rides. Actual for March was \$501.
- 8020 Bldg & Grounds Maint: Under budget for the month by \$1,614 and over budget YTD \$3,012.
- 8031 Website/On-line SW Sub: \$466 for email accounts. \$450 for Remote Access for Computer Works and \$7,864 for our first 4.56 months of AccuFund modules. \$15,883 was for the EcoLane software we are sharing with Tillamook. Over budget for the month \$1,745 and YTD by \$17,482.

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

Sunset Empire Transportation District
APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the MAY 2019 Board of Commissioner's Meeting

- **SETD Expense con't**

- 8075 Fuel: Under budget \$2,739 for the month and under budget YTD \$30,137.
- 8080 Insurance: Quarterly payment.
- 8095 Legal Council: Over budget for the month, \$11,002 and YTD, \$4,885.
- 8096 Uninsured Loss: Settlement on claim.
- 8100 Meeting Expense: Over budget for the month by \$1,122. Various meetings.
- 8139 Professional Services: Over budget for month \$1060. Over budget YTD \$4,047.
- 8160 Uniforms: \$333 for name badges for drivers. Over budget for the month \$300 and over budget YTD \$2,536
- 8165 Utilities: Over budget for April \$1,506. Over budget YTD \$4,342.
- 8170 Vehicle Maint & Repairs: Month under budget by \$7,742 and over budget YTD by \$624.
- END

** Materials & Services are under budget for the month by \$21,616 and under budget \$21,393 for the year.

Follow up items:

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Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
April 2019

	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	18,852.45	18,612.00	178,087.27	193,701.00	\$ (15,613.73)	228,600.00	78%
4015 PARATRANSIT FARES	1,284.00	4,283.00	46,525.00	42,834.00	\$ 3,691.00	51,400.00	91%
4090 DONATIONS/COMMISSIONS	885.39	647.00	9,069.43	12,501.00	\$ (3,431.57)	16,100.00	56%
4100 CONTRACTED SERVICES-IGA	6,639.00	0.00	70,715.00	34,000.00	\$ 36,715.00	34,000.00	208%
4200 TAXES					\$ -		
4205 PROPERTY TAXES	3,475.36	4,950.00	941,863.35	916,870.00	\$ 24,993.35	940,000.00	100%
4207 PRIOR YR PROPERTY TAX	1,158.82	1,177.00	21,897.66	18,002.00	\$ 3,895.66	22,000.00	100%
4210 LAND SALES	0.00	0.00	0.00	0.00	\$ -	0.00	
4215 US FISH & WILDLIFE	0.00	0.00	170.04	0.00	\$ 170.04	0.00	
Total 4200 TAXES	4,634.18	6,127.00	963,931.05	934,872.00	\$ 29,059.05	962,000.00	100%
4250 TIMBER SALES	0.00	0.00	204,991.11	167,247.00	\$ 37,744.11	220,000.00	93%
4260 MASS TRANSIT ASSESSMENT	16,819.36	19,438.00	65,450.17	65,000.00	\$ 450.17	65,000.00	101%
4270 RENTAL INCOME					\$ -		
4271 BILLBOARD LEASE	0.00	0.00	1,200.00	1,200.00	\$ -	1,200.00	100%
4272 PARKING SPACES	760.00	760.00	7,600.00	7,500.00	\$ 100.00	9,020.00	84%
4273 CHARGING STATION	0.00	0.00	0.00	0.00	\$ -	280.00	0%
Total 4270 RENTAL INCOME	760.00	760.00	8,800.00	8,700.00	\$ 100.00	10,500.00	84%
4300 INTEREST	735.72	665.00	10,135.70	6,670.00	\$ 3,465.70	8,000.00	127%
4310 MISC INCOME	30.00	0.00	3,075.15	0.00	\$ 3,075.15	0.00	
4500 RC PROVIDER SERVICE REIM	0.00	0.00	0.00	0.00	\$ -	0.00	
5000 GRANTS					\$ -		
5001 ODOT GRANTS	0.00	0.00	542,557.00	553,064.00	\$ (10,507.00)	726,840.00	75%
5000 GRANTS - Other	0.00	0.00	2,750.00	0.00	\$ 2,750.00	0.00	
Total 5000 GRANTS	0.00	0.00	545,307.00	553,064.00	\$ (7,757.00)	726,840.00	75%
5080 OREGON STF FUNDS	23,312.00	0.00	93,242.00	0.00	\$ 93,242.00	0.00	
Other Types of Income					\$ -		
Miscellaneous Revenue	0.00	0.00	0.00	0.00	\$ -	0.00	
Total Other Types of Income	0.00	0.00	0.00	0.00	\$ -	0.00	
Total Income	73,952.10	50,532.00	2,199,328.88	2,018,589.00	\$ 180,739.88	2,322,440.00	95%

Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
April 2019

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
Gross Profit	73,952.10	50,532.00	2,199,328.88	2,018,589.00	\$ 180,739.88	2,322,440.00	95%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	117,671.69	118,599.84	1,288,237.70	1,304,598.32	\$ 16,360.62	1,541,798.00	84%
6200 PAYROLL EXPENSES	18,632.76	10,884.62	143,656.99	119,730.76	\$ (23,926.23)	141,500.00	102%
6300 EMPLOYEE BENEFITS	38,435.73	25,091.67	281,130.82	250,916.66	\$ (30,214.16)	301,100.00	93%
Total 1. PERSONNEL SERVICES	174,740.18	154,576.13	1,713,025.51	1,675,245.74	\$ (37,779.77)	1,984,398.00	86%
2. MATERIALS & SERVICES					\$ -		
7000 VET PROVIDER PAYMENTS	500.90	0.00	5,637.30	0.00	\$ (5,637.30)	0.00	
7030 BUS PASSES	0.00	0.00	0.00	0.00	\$ -	0.00	
7050 DMAP/CCO Annual Adjustment	0.00	0.00	0.00	0.00	\$ -	0.00	
7750 DMAP Trip Reimb-Other	0.00	0.00	0.00	0.00	\$ -	0.00	
8005 AUDIT	5,209.25	0.00	8,151.40	16,750.00	\$ 8,598.60	16,750.00	49%
8006 ADS (HR JOB POSTING)	0.00	100.00	757.42	1,000.00	\$ 242.58	1,000.00	76%
8010 BANK FEES	140.11	186.25	1,368.94	1,643.50	\$ 274.56	2,000.00	68%
8020 BLDING & GROUNDS MAINT	2,706.16	4,320.00	40,768.26	37,756.00	\$ (3,012.26)	45,200.00	90%
8030 COMP-INFO-TECH SERVICES					\$ -		
8031 WEBSITE/ON-LINE SW SUB	541.94	811.00	26,625.28	12,488.00	\$ (14,137.28)	14,290.00	186%
8032 SUPPORT SERVICES/CONTRACTS	8,314.40	6,300.00	125,804.88	122,460.00	\$ (3,344.88)	135,060.00	93%
8030 COMP-INFO-TECH SERVICES - Other	0.00	0.00	0.00	0.00	\$ -	0.00	
Total 8030 COMP-INFO-TECH SERVICES	8,856.34	7,111.00	152,430.16	134,948.00	\$ (17,482.16)	149,350.00	102%
8035 CONF TRAINING & TRAVEL	398.80	404.00	17,889.75	18,510.00	\$ 620.25	19,000.00	94%
8040 DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	\$ -	0.00	
8045 DRUG/ALCOHOL/BG CHECKS	141.78	110.00	1,999.53	2,060.00	\$ 60.47	2,500.00	80%
8050 DUES SUBSCRIPTIONS & FEES	52.50	100.00	11,529.39	10,616.00	\$ (913.39)	13,500.00	85%
8053 IGA - DUES AND FEES	3,000.00	3,000.00	12,000.00	12,000.00	\$ -	12,000.00	100%
8055 DURABLE EQUIP/SMALL TOOLS	1,340.82	1,208.00	13,199.49	13,287.00	\$ 87.51	15,000.00	88%
8061 EQUIPMENT LEASE/RENT	188.00	188.00	2,197.00	1,924.00	\$ (273.00)	2,300.00	96%
8065 EDUCATION/OUTREACH	0.00	3,998.00	3,636.32	9,483.00	\$ 5,846.68	12,500.00	29%
8070 EMPLOYEE RECOGNITION	155.73	816.00	3,994.74	4,463.00	\$ 468.26	5,000.00	80%
8072 ELECTION FEES	0.00	0.00	0.00	5,500.00	\$ 5,500.00	5,500.00	0%

Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
April 2019

	<u>Month Actual</u>	<u>Month Budget</u>	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>YTD Budget to YTD Actual</u>	<u>Annual Budget</u>	<u>YTD Act to Budget</u>
8075 FUEL	15,161.03	17,900.00	147,099.96	177,237.00	\$ 30,137.04	212,675.00	69%
8080 INSURANCE	13,531.75	0.00	40,219.46	66,842.00	\$ 26,622.54	85,000.00	47%
8090 LEGAL ADS	42.00	247.00	756.00	655.00	\$ (101.00)	800.00	95%
8095 LEGAL COUNSEL	17,001.52	6,000.00	65,884.50	61,000.00	\$ (4,884.50)	73,000.00	90%
8096 UNINSURED LOSS	5,000.00		16,963.61		\$ (16,963.61)		
8100 MEETING EXPENSE	1,140.91	19.00	2,484.27	963.00	\$ (1,521.27)	1,000.00	248%
8120 OFFICE SUPPLIES	634.83	1,610.00	10,232.91	13,098.00	\$ 2,865.09	15,000.00	68%
8130 PAYROLL PROCESSING FEES	558.46	510.00	6,769.48	5,980.00	\$ (789.48)	7,000.00	97%
8135 PRINTING	0.00	750.00	6,722.92	8,722.00	\$ 1,999.08	10,000.00	67%
8139 PROFESSIONAL SERVICES	2,400.00	1,340.00	20,367.40	16,320.00	\$ (4,047.40)	19,000.00	107%
8150 TAXES/LICENSES/BUS REG FEE	0.00	42.00	1,977.27	416.00	\$ (1,561.27)	500.00	395%
8155 TELEPHONE/INTERNET SERVICE	3,851.12	4,500.00	42,241.14	45,000.00	\$ 2,758.86	54,000.00	78%
8160 UNIFORMS	454.66	155.00	4,682.70	2,147.00	\$ (2,535.70)	5,000.00	94%
8165 UTILITIES	2,855.58	1,350.00	21,661.12	17,319.00	\$ (4,342.12)	20,000.00	108%
8170 VEHICLE MAINT & REPAIRS	2,658.39	10,400.00	121,508.03	120,884.00	\$ (624.03)	137,675.00	88%
Total 2. MATERIALS & SERVICES	<u>87,980.64</u>	<u>66,364.25</u>	<u>785,130.47</u>	<u>806,523.50</u>	<u>\$ 21,393.03</u>	<u>942,250.00</u>	<u>83%</u>
Total Expense	<u>262,720.82</u>	<u>220,940.38</u>	<u>2,498,155.98</u>	<u>2,481,769.24</u>	<u>\$ (16,386.74)</u>	<u>2,926,648.00</u>	<u>85%</u>
Net Ordinary Income	-188,768.72	-170,408.38	-298,827.10	-463,180.24	\$ (164,353.14)	-604,208.00	49%
Other Income/Expense					\$ -		
Other Income					\$ -		
9150 TRANSFER IN	0.00	0.00	0.00	122,455.00	\$ 122,455.00	122,455.00	0%
Total Other Income	0.00	0.00	0.00	122,455.00	\$ 122,455.00	122,455.00	0%
Other Expense					\$ -		
3. OTHER EXPENSES	13,163.32	6,573.50	65,783.96	65,735.00	\$ (48.96)	78,882.00	83%
9600 DEBT SERVICE & INTERES-FEE	0.00	0.00	258.40	175.00	\$ (83.40)	175.00	148%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	41,800.00	45,291.15	\$ 3,491.15	45,291.15	92%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	2,294.25	2,294.25	\$ -	3,490.85	66%
9700 CAPITAL EXPENSE	0.00	0.00	0.00	122,455.00	\$ 122,455.00	122,455.00	0%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	\$ -	0.00	
9850 TRANSFER OUT	0.00	0.00	0.00	40,455.00	\$ 40,455.00	40,455.00	0%
Total Other Expense	<u>13,163.32</u>	<u>6,573.50</u>	<u>110,136.61</u>	<u>276,405.40</u>	<u>\$ 166,268.79</u>	<u>290,749.00</u>	<u>38%</u>

Sunset Empire Transportation District
Profit & Loss Budget Performance-SETD
 April 2019

	Month Actual	Month Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
Net Other Income	-13,163.32	-6,573.50	-110,136.61	-153,950.40	\$ (43,813.79)	-168,294.00	65%
	-201,932.04	-176,981.88	-408,963.71	-617,130.64	\$ (208,166.93)	-772,502.00	53%

Sunset Empire Transportation District
Balance Sheet
 As of April 30, 2019

	<u>Apr 30, 19</u>		
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings	707,160.95	Current Liabilities	157,448.98
Accounts Receivable		Long Term Liabilities	
1200 ACCOUNTS RECEIVABLES	17,204.00	2800 INTERCOMPANY DUE TO/FROM	
1250 PROPERTY TAX RECEIVABLES	44,218.23	2810 DUE TO RIDE CARE	354,256.18
1251 PASS TRANSIT RECEIVABLES	7.00	2815 DUE TO/(FROM) SETD G F	(354,256.18)
Total Accounts Receivable	<u>61,429.23</u>	Total 2800 INTERCOMPANY DUE TO/FROM	<u>0.00</u>
Other Current Assets		Total Long Term Liabilities	<u>0.00</u>
1400 PREPAID EXPENSES	25,404.81	Total Liabilities	157,448.98
1500 UNDEPOSITED FUNDS	691.00	Equity	
Total Other Current Assets	<u>26,095.81</u>	3200 GF PRIOR PERIOD ADJUST	107,183.00
Total Current Assets	<u>794,685.99</u>	3700 FUND BALANCE NWRC-RESTRICT	875,659.11
TOTAL ASSETS	<u><u>794,685.99</u></u>	3800 FUND BALANCE GENERAL FUND	1,492,163.06
		3900 RETAINED EARNINGS	(1,510,552.51)
		Net Income	<u>(327,215.65)</u>
		Total Equity	<u>637,237.01</u>
		TOTAL LIABILITIES & EQUITY	<u><u>794,685.99</u></u>

Sunset Empire Transportation District
A/R Aging Summary
As of April 30, 2019

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CC PAROL-PROBATION	158.00	0.00	0.00	0.00	0.00	158.00
CITY OF CANNON BEACH - A/R	6,639.00	0.00	0.00	0.00	0.00	6,639.00
DHS - CHILD WELFARE-CLATSOP	620.00	270.00	0.00	0.00	0.00	890.00
DHS DMAP	0.00	0.00	0.00	0.00	0.00	0.00
NW RIDES	1,300.00	853.00	0.00	0.00	-1.00	2,152.00
PROVIDENCE ELDERPLACE	0.00	0.00	0.00	60.00	240.00	300.00
Providence Seaside Hospital	144.00	272.00	0.00	0.00	0.00	416.00
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
TOTAL	<u>8,861.00</u>	<u>1,395.00</u>	<u>0.00</u>	<u>60.00</u>	<u>239.00</u>	<u>10,555.00</u>

Sunset Empire Transportation District
A/P Aging Summary
As of April 30, 2019

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ACCUFUND	7,864.40	0.00	0.00	0.00	0.00	7,864.40
BIO-MED TESTING SERVICES, INC	0.00	110.00	20.00	0.00	0.00	130.00
BOLDT, CARLISLE & SMITH, LLC	4,621.25	0.00	0.00	0.00	0.00	4,621.25
CB LAWN CARE	406.00	0.00	0.00	0.00	0.00	406.00
CENTRIC ELEVATOR CORP.	0.00	0.00	0.00	0.00	243.22	243.22
CLASSIC TOWING	378.25	0.00	0.00	0.00	0.00	378.25
CTANW	0.00	0.00	0.00	375.00	0.00	375.00
E-BANGS, BRET	0.00	20.00	0.00	0.00	0.00	20.00
E-LICHNOVOSKY, BRONN	0.00	95.00	0.00	0.00	0.00	95.00
EARTH2O	28.09	0.00	0.00	0.00	0.00	28.09
ENGLUND MARINE SUPPLY CO, INC	2.05	0.00	0.00	0.00	0.00	2.05
HOME DEPOT CREDIT SERVICES	453.97	0.00	0.00	0.00	0.00	453.97
IRON MOUNTAIN	73.93	0.00	0.00	0.00	0.00	73.93
J.P. PLUMBING, INC	23.49	0.00	0.00	0.00	0.00	23.49
JACKSON & SON OIL, INC.	2,092.60	0.00	0.00	0.00	0.00	2,092.60
MCCALL TIRE CENTER - Warrenton	317.21	0.00	0.00	0.00	0.00	317.21
NW NATURAL	0.00	85.14	0.00	0.00	0.00	85.14
O'REILLY AUTO PARTS	375.01	0.00	0.00	0.00	0.00	375.01
RECOLOGY WESTERN OREGON	100.18	0.00	0.00	0.00	0.00	100.18
VERIZON WIRELESS	645.00	0.00	0.00	0.00	0.00	645.00
WARRENTON, CITY OF	338.52	0.00	0.00	0.00	0.00	338.52
WILCOX & FLEGEL	13,068.43	0.00	0.00	0.00	0.00	13,068.43
TOTAL	<u>30,788.38</u>	<u>310.14</u>	<u>20.00</u>	<u>375.00</u>	<u>243.22</u>	<u>31,736.74</u>

Sunset Empire Transportation District
Check Detail
April 2019

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Paid Amount</u>
18948	04/03/2019	SDIS	13,531.75
18949	04/03/2019	SDIS	7,591.66
18950	04/03/2019	SDIS	30,749.44
18971	04/17/2019	FISHER & PHILLIPS, LLP	20,067.04
18993	04/17/2019	WILCOX & FLEGEL	11,923.03
18994	04/17/2019	PACIFICSOURCE ADMINISTRATORS	5,093.57
18995	04/17/2019	SDAO	5,000.00
		Total	93,956.49

Date: May 13, 2019

To: Board

From: Jeff Hazen

Re: Agenda Item 9.a Audit Firm Selection

On April 2nd, the District put out a Request for Proposals (RFP) with a May 6th deadline for submittals. I sent the RFP's to five audit firms that were recommended by other local municipalities. We only received one proposal and it is from Isler CPA located in Eugene. They were recommended by Sunset Empire Parks and Recreation, the City of Cannon Beach, and the City of Warrenton.

All three of those municipalities are very pleased with the service that Isler provides. Youngs River Lewis and Clark Water District also has used them for 10 years and they are pleased with them as well.

The recently completed FY 2018 audit was a \$16,235 project that included a single audit. FY 2019's audit will not have a single audit component to it, but FY 2020 will.

Staff is recommending that the Board select Isler CPA as our audit firm for FY 2019 through FY 2021 and upon receipt of an engagement letter, authorize the Chair to sign it.

PROPOSAL TO PERFORM FINANCIAL AUDITING SERVICES

FOR

Sunset Empire Transportation District

YEARS ENDING JUNE 30, 2019, 2020, and 2021

**Presented by:
Isler CPA**

TITLE PAGE

RFP SUBJECT: Proposal to Perform Municipal Auditing Services
for The Sunset Empire Transportation District

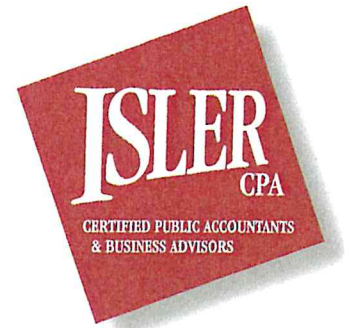
INDEPENDENT
AUDITOR: Isler CPA, L.L.C.
1976 Garden Ave.
Eugene, Oregon 97403
(541) 342-5161

CONTACT PERSON: Paul Nielson, CPA, CFE
Managing Member
pnielson@islercpa.com

SUBMISSION DATE: May 6, 2019

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Certified to Perform Municipal Audits	12
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April 24, 2019

Jeff Howes
Sunset Empire Transportation District
Seaside, OR

1976 Garden Ave.
Eugene, OR 97403
541.342.5161
www.islercpa.com

Dear Jeff Howes:

Thank you for inviting our firm, Isler CPA, ("Isler"), to submit a proposal to provide auditing and financial services to the Sunset Empire Transit District ("District") for the years ended June 30, 2019, 2020, and 2021.

We understand that the District expects timely audits as well as quick and easy access to partners and principals, a comfortable working relationship, and a quality work product. You will find these qualities along with other qualities you expect of a professional service firm at Isler. We also take pride in our strong local and regional presence and culture that values solid client relationships. Isler provides a high level of partner, principal and manager involvement on all engagements. Our training is designed to develop our professionals to be specialized industry advisors and client advocates. Isler also offers a depth of value-added services to meet our clients' growing needs for nontraditional services. We have the skills and ability to perform the work within the required time period stipulated in the request for proposal.

Our main focus is to provide efficient assurance services in a timely manner with an eye toward enhancing our clients' operations. Therefore, we believe it is essential to have contact with you throughout the year. We accomplish this by contacting you periodically, as well as promptly addressing any questions or concerns you may have during the year. We encourage you to contact us throughout the year with accounting and reporting questions. The District's finance staff will have the cell phone number for the partner in-charge of the audit. They can call any time during the year for assistance with issues they may have. We will not bill for this service unless we have agreed to a fee with the District.

We hope this proposal expresses our enthusiasm and desire to continue to perform the services you need. We welcome any questions you may have about this proposal and thank you again for your consideration of Isler CPA.

Sincerely,

Paul Nielson, CPA, CFE, a member of the firm
pnielson@islercpa.com
Isler CPA
1976 Garden Ave.
Eugene, OR 97403
(541) 342-5161

Isler Independence and Licensed

Isler CPA (Isler) is an independent CPA firm licensed to practice in Oregon, located in Eugene. Isler has been auditing and assisting successful local governments and related organizations in Oregon and other states since the 1950's.

Experience

Since Isler has not attempted to be all things to all clients we have designated several industries where we are especially well qualified to serve clients. Among these are Oregon municipalities, not-for-profit organizations, and Tribal governments. These are niches where Isler has developed a significant amount of practice and expertise. Isler has provided audit and accounting services to municipalities for over 65 years. Paul Nielson, the partner assigned to the audit, has audited municipalities in Oregon, Idaho, Nevada, and California.

Other services we have performed for municipalities include room tax compliance testing, compliance testing of costs incurred for a voter approved road project bonds, forensic accounting, energy tax credit compliance testing, and other agreed upon procedures testing. Isler provides professional services including audits, compilations and reviews, tax, and forensic and due diligence services. Isler CPA specializes in audits of municipalities, Indian Tribes, nonprofit and quasi-governmental entities, and business and individual income tax planning and compliance.

When auditing computerized accounts receivable and payable records we usually observe the process to gain an understanding of the internal controls. After we gain an understanding of the District we will select items to be tested. This test can be performed by having one of the District's staff showing us on their computer the necessary information needed to complete the test. We also can use a data extraction program.

Municipal Engagements and References

CLIENT NAME	SCOPE OF WORK	YEARS OF SERVICE	CONTACT NAME	ADDRESS / PHONE NUMBER
City of Eugene	Audit, Single Audit, CAFR, Agreed Upon Procedures	12	Finn Cronin	100 W. 10 th Avenue Eugene OR (541) 474-5254
City of Gresham	Audit, Single Audit, CAFR	5	Susan Brown	1333 N.W. Eastman Parkway Gresham, OR 97030-3813 (503) 618-2276
Lincoln County	Audit, Single Audit, CAFR	9	Janice Riessbeck	210 SW Second Street Newport, OR 97365 (541) 265-0364
City of Florence	Audit, CAFR	5	Erin Reynolds	250 Highway 101 Florence, OR 97439 (541) 997-3437
Lane Regional Air Pollution Authority	Audit, Single Audit, Agreed Upon Procedures	15	Nasser Mirhosseyni	1010 Main Street, Springfield, OR 97477 (541) 726-1205
City of Central Point	Audit, CAFR	5	Steve Webber	140 S. 3rd St. Central Point, Oregon 97502 (541) 664-3321
Roseburg Urban Sanitary Authority	Audit	11	Christine Morris	1297 N.E. Grandview Roseburg, OR 97470 (541) 672-1551
City of Cannon Beach	Audit, Agreed Upon Procedures	12	Laurie Sawrey	163 E. Gower Cannon Beach, OR 97110 503-436-8058
City of Junction City	Audit	13	Mike Crocker	P.O. Box 250 Junction City, OR 97448-0250 (541) 998-2153
Young's River Lewis and Clark Water District	Audit	10	Carl Gifford	34583 Hwy 101 Business Astoria OR 97103 (503) 325 4330
City of Warrenton	Audit, Single Audit, Agreed Upon Procedures	12	April Clarke	225 S. Main Warrenton, OR 97146 (503) 861-2233
Lane Council of Governments	Audit, CAFR, Single Audit	2	Brenda Wilson	859 Willamette St. Suite 500 Eugene, Oregon 97401-2910 (541) 682-4283
Lane Library District	Audit	2	Su Liudahl	PO Box 366 Creswell OR 97426 (541) 895-3053

Timeline

ACTIVITY	TIMING
1 Meet with management for pre-audit planning. Obtain an understanding of systems, internal controls and current year issues.	Late June
2 Develop and review work plan with the District's staff	Late June
3 Provide management with a detailed listing of items needed to perform the audit, including the timing of when items are needed.	Early August
4 Perform tests of internal controls. Gain an understanding of the internal control system, and read minutes of the meetings of the Board of Commissioners.	September
5 Perform compliance testing based on preliminary year end numbers.	September
6 Perform audit fieldwork.	September
7 Conduct exit interview with the District's management staff and provide a summary of recommendations, if any.	September
8 Drafting of financial statements and delivery of draft to the District.	Early November
9 Partner review of revised financial statements.	Early November
10 Final review of financial statements.	Mid November
11 Finalized financial statements.	Mid November
12 Delivery report to Board	Mid December

Isler will take a collaborative approach to your engagement, utilizing your staff whenever possible to minimize cost and improve efficiencies, and will adapt our schedule to fit your needs. We anticipate assistance from the District's staff to prepare schedules, find documents, explain processes, and pull sample documentation. We anticipate the District's staff will provide us with a trial balance, budget documents, and general ledger for use in planning and reconciliations of balance sheet accounts prior to fieldwork. In addition, we will request assistance from the District's staff to assist in preparing schedules, finding documents, explaining processes, and pulling documents to support our testing. We will provide a secure web portal to upload all data we request.

Isler uses Right Networks Custom Cloud, a cloud computing system. We will need internet access to be able to log on to our cloud-based system. We prefer a wired connection to the internet. We will have our own router, so we only will need one connection.

We will have the draft ready for the District for review as stipulated above. Gatlin, the partner in charge, will deliver the audit to the board on the 2nd Thursday in December. We will also send you the requested number of physical report copies and a CD copy by courier, in addition to an electronic copy of the report via email.

Audit Team and Qualifications

Gatlin Hawkins, CPA, CFE
Member
Oregon Municipal Auditor Roster #1611

Gatlin joined Isler CPA in 2015, after spending two years auditing municipal entities in California. Prior to joining Isler CPA, he gained experience in financial audits and single audits as he worked on several large California counties and cities, special districts of all sizes, as well as several Not-for-Profit entities. He also frequently attends continuing education related to auditing, with at least 12 hours each year related specifically to not-for-profit and governmental accounting. Gatlin is currently serving as the head of Isler CPA's Accounting and Auditing department.

Gatlin attended Sacramento State University. He is fluent in Brazilian Portuguese and has volunteered with the Boy Scouts of America since 2011.

Gatlin belongs to the following organizations:

American Institute of Certified Public Accountants
Oregon Society of Certified Public Accountants
Association of Certified Fraud Examiners

Gatlin will on-site during the course of the audit.

Jennifer Teeter, CPA
Audit Manager

Jennifer received her B.S. in Accounting from California Lutheran University in 2001 and has been practicing public accounting since graduation. She joined Isler in December 2006 after practicing in California for four years.

Since the beginning of her career Jennifer has worked on audits of governmental entities, including cities, counties, and special purpose districts. She has experience with audits conducted in accordance with GAO Government Auditing Standards. In addition, she has performed financial statement reviews and compilations.

Jennifer has taken many CPE courses related to governmental accounting and auditing with at least 12 hours each year related specifically to governmental and nonprofit accounting and auditing. Her recent continuing education includes a Governmental Accounting & Auditing Conference and quarterly accounting and auditing update webcasts. She has been an instructor of other CPAs about GASB accounting issues.

Jennifer will be onsite during part of the fieldwork time.

Jennifer lives in the Astoria area and is available to assist the District as a local contact.

Audit Team and Qualifications, continued

Cody Savey, CPA
Senior Auditor
Oregon Municipal Auditor Roster #1626

Cody is originally from Reedsport, Oregon where he was born and raised. After high school, Cody moved to Eugene, Oregon to attend the University of Oregon. While at the University of Oregon, Cody joined the Isler family as a tax intern. Cody has been with the firm since 2012 and was hired full time in 2014. Cody received great news in July 2016 that he had been approved to become a practicing Certified Public Accountant (CPA) in the State of Oregon. As a senior Auditor, Cody focuses most of his time at the firm specializing in audits of municipalities, nonprofit organizations, and tribal governments. He has worked on and started to in-charge several municipal audits. The jobs he has in-charge includes special districts and cities.

Cody has taken all the required CPE to maintain his municipal audit license.

Paul Nielson, CPA, CFE
Member (partner)
Oregon Municipal Auditor Roster # 1241

Paul received his B.A. from Brigham Young University in 1983. He has been in public accounting since then, including seven years as a partner in another firm. He is a licensed municipal auditor. Paul has extensive experience with governmental entities. He is the leader of our governmental audit team. His focus is the governmental niche and he concentrates all of his time and training on municipal audit and accounting issues. His annual training includes classes focusing on governmental accounting and auditing and he is in compliance with the AICPA continuing education requirements. Paul is a Certified Fraud Examiner (CFE).

Since the beginning of Paul's career, he has been involved with auditing and accounting for governments including tribal governments. He has assisted governmental entities in cash flow projections, budgeting, and new GASB implementation. Paul has instructed other accountants on issues that are crucial in governmental accounting and auditing. Some of these areas are the Single Audit Act, how to conduct a governmental audit, updates on governmental accounting issues, and GASB updates. Paul was the leader of the municipal practice for Moss Adams prior to joining Isler. While working for Moss Adams, Paul was the technical reviewer for all municipal audits in Oregon and California. He has also been an instructor for the Oregon Government Finance Officers Association (OGFOA) and the Special Districts of Oregon. For the OGFOA he has taught Governmental Accounting 101, 201, 301; Budget Preparation and Presentation, Preparing for the Audit, Cost Allocation, and Auditing Post Enron and WorldCom. In 2007, he was awarded the Outstanding Contribution to Public Finance award by OMFOA.

He is a reviewer for the GFOA Certificate of Achievement for Excellence in Financial Reporting. Paul has reviewed several municipal audits for the GFOA. He has assisted municipalities in receiving their first Certificate of Achievement for Excellence in Financial Reporting.

Paul will be doing the technical review of the audit and will be able to assist the district if needed.
Audit Team and Qualifications, continued

Staff Continuity

Continuity of staff from year to year is extremely important. Consequently, our policy is to keep the individual who has overall responsibility for the engagement in that position from year to year. It is also our policy to keep the same nucleus of employees on an engagement and to rotate staff only when we feel that such a step can benefit the client. Such a situation might arise with the addition of an employee with a particular specialty. This policy improves both our continuity of effort and provides you with the most benefit for the dollar.

Availability

We encourage you to ask us questions and contact us throughout the year regarding accounting and auditing issues that may arise. Generally these exchanges would occur on a complimentary basis. We will gladly research your questions and promptly respond to your inquiries. If the question can be answered without extensive effort, we will not bill the District. If the District requires services from us that are clearly outside the scope of the audit and the service is likely to require extensive effort, we will discuss the issue with the District's management and agree on a fee estimate before commencing the work.

Firm Stability

As mentioned above Isler has been during municipal accounting and auditing for over 50 years. We have sufficient staffing to be able to meet any potential any potential issues with meeting the deadline or continuing the contract; municipal auditing is a portion of our audit practice.

Audit Adjustments

There will be no surprise adjustments recommended by Isler. We will discuss all potential adjustments with the District's management. If the management is not sure of what the adjustment is for we will discuss the reasons and try to reach a consensus.

Scope of Work

Audit Element	Proposed Audit Approach	Staffing Profile	Hours Estimate
Understanding the Entity and its Environment	<p>To plan an audit according to GAAS, Isler must obtain an understanding of the District; establish materiality and tolerable misstatement; identify significant accounts, classes of transactions, relevant financial statement assertions and significant accounting processes.</p> <p>We will conduct preliminary and interim audit work (planning and audit preparation) at a mutually agreeable date.</p> <p>In addition, Isler would perform fraud risk inquiries, perform preliminary analytical procedures and review historical information.</p>	Manager and Senior	12
Understanding and Testing Internal Controls	<p>We will obtain an understanding of the District's internal controls.</p> <p>Test of internal controls, assuming controls are designed effectively, will be performed over account receivables/revenues and account payables/purchases, payroll and manual journal entries. The tests will be planned to achieve a low level of control risk.</p>	Manager, and Senior	12
Cash and equivalents	<p>Confirm the balances at year-end</p> <p>Test the cut-off by tracing items on the bank reconciliation to subsequent months' bank statements</p> <p>Test compliance with regulations and applicable the District guidance governing investing and collateralization</p> <p>Verify restriction of cash and investments and reporting of restricted cash and investments</p>	Senior and Staff	6

Scope of Work, continued

Audit Element	Proposed Audit Approach	Staffing Profile	Hours Estimate
Receivables, revenues and deferred revenues:	<p>Confirm as many receivables and revenues as possible with grantors, customers, and other funding sources</p> <p>Test receivables by tracing to subsequent receipts</p> <p>Perform predictive tests for revenues that can be tested in this manner</p> <p>For revenues not otherwise tested, select a sample of transactions and trace to supporting documentation</p> <p>Test deferred revenue calculations</p>	Manager and Senior	8
Inventory and Prepays	Test inventory and prepaid calculations	Senior and Staff	4
Capital assets	<p>Select a sample of capital asset additions and trace to supporting documentation</p> <p>Inquire about and test capital asset deletions / impairment</p> <p>Select a sample of capital assets being depreciated and test the calculation and reasonableness of depreciation and useful lives</p>	Senior and Staff	4
Accounts payable and expenditures	<p>Test payables by examining disbursements subsequent to fiscal year-end</p> <p>Select a sample from disbursements to test controls over expenditures</p> <p>Select a sample from the expenditure accounts to trace to supporting documents</p>	Senior and Staff	8

Scope of Work, continued

Audit Element	Proposed Audit Approach	Staffing Profile	Hours Estimate
Payroll and related payables	<p>Test payroll related payables by tracing to subsequent disbursements and supporting documents</p> <p>Test calculation of compensated absences payable</p> <p>Test controls in place for processing payroll accurately and based on approved rates</p> <p>Test pension related liabilities, deferred inflows and outflows of resources, and disclosures.</p>	Manager and Senior	8
Long-term Debt	<p>Confirm balances at year end</p> <p>Evaluate compliance with covenants</p>	Manager	8
Equity	Compare to prior year's amounts	Senior	2
Financial reporting	<p>Review the conversion to government wide financial statements, net asset classification and fund balance classification</p> <p>Test supporting information for footnote disclosures</p> <p>Perform other procedures for RSI and SI as required by SAS 119</p>	Partner, Manager, and Senior	20
Other	<p>Supervision and review</p> <p>Meetings with the District's staff</p>	Partner and Manager	10
Single Audit	<p>Review the preliminary SEFA; test completeness of the SEFA</p> <p>Perform risk assessments, determine materiality for each major federal program; identify applicable direct and material compliance requirements; perform test of controls over compliance.</p> <p>Coordinate with the District's staff to certify and submit the Data Collection Form to the Federal Audit Clearinghouse.</p>	Partner, Manager, and Senior	24

Fee

Year Ended June 30, 2019

	Hours	Hourly Rate	Cost
Partner	24	190	\$ 4,560
Manager	36	160	5,760
Senior	50	140	<u>7,000</u>
			17,320
Travel cost			<u>1,000</u>
Total Cost			18,320
First year discount			<u>(2,000)</u>
			<u>\$ 16,320</u>
Single audit cost			<u>\$ 3,500</u>

Year Ended June 30, 2020

	Hours	Hourly Rate	Cost
Partner	20	190	\$ 3,800
Manager	30	160	4,800
Senior	50	140	<u>7,000</u>
			15,600
Travel cost			<u>1,000</u>
Audit cost without single audit			<u>\$ 16,600</u>
Single audit cost			<u>\$ 3,500</u>

Year Ended June 30, 2021

	Hours	Hourly Rate	Cost
Partner	20	195	\$ 3,900
Manager	30	163	4,890
Senior	50	142	<u>7,100</u>
			15,890
Travel cost			<u>1,000</u>
Audit cost without single audit			<u>\$ 16,890</u>
Single audit cost			<u>\$ 3,700</u>

As part of Isler CPA's commitment to an ongoing relationship with the District we are willing to absorb our first-year set-up cost of \$2,000.

Changes in Fees or Scope

Any change in the fees for our services or a change in the scope of the project that may lead to a change in the fees will be promptly communicated to the Executive Director. This communication will include an estimate of the change in fee and scope, and the reason for the change. Any work to be performed beyond the initial scope of this agreement will not be commenced until a mutual understanding has been reached, and an amended agreement has been executed.

Certified to Perform Municipal Audits

Both audit parents of Isler are licensed municipal auditors; additionally, we have other audit dedicated staff that are licensed municipal auditors.

Drafting of Statements

Auditing standards allow for the auditor to draft the statements as long as the management of the auditee possesses the skills, knowledge, and experience (SKE) necessary to oversee the financial statement auditor's preparation of GAAP financial statements on their behalf. We draft the statements for several of our clients. We will verify that you have the SKE necessary to oversee our drafting of the statements.

Date: May 13, 2019

To: Board

From: Jeff Hazen

Re: Agenda Item 9.b ODOT Agreement 33433 §5311 Operating Grant

This agreement is for the upcoming biennium beginning on July 1st. We use this grant for operations of our fixed route and paratransit service. The grant is in the amount of \$1,002,443 and the District utilizes local property tax revenue and timber sales revenue as match for this grant.

Staff is recommending that the Board approves ODOT Agreement 33433 and authorizes the Board Chair to sign it.

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, 2019** 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, 2021** (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 **\$1,566,309.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$1,002,443.00** 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.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant 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, 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
- 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 shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. 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 _____ 05/06/2019

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

Project Title: 5311 Sunset Empire Transportation District 33433				
<i>Administration, Operations</i>				
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$368,668.00	\$330,806.00	\$37,862.00	Local
Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$1,197,641.00	\$671,637.00	\$526,004.00	Local
Sub Total	\$1,566,309.00	\$1,002,443.00	\$563,866.00	
Grand Total	\$1,566,309.00	\$1,002,443.00	\$563,866.00	

● 1. PROJECT DESCRIPTION

I. Administration

Provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient and safe delivery of those services.

II. Operations

Provides funding for Recipient to provide general public fixed route, complementary paratransit, commuter, demand response, and connector services in Astoria, Warrenton, Gearhart, Seaside, and Cannon Beach, Oregon. There are connections in Cannon Beach with Tillamook County Transportation District to Tillamook, Oregon.

General public fixed route, complementary paratransit, commuter, demand response, and connector services are provided. Days and hours of operation vary by service.

2. PROJECT DELIVERABLES

I. Administration

Recipient shall perform administrative activities to support service sustainability with ongoing financial resource budgeting and allocation, service coordination, capital asset replacement planning, reporting, marketing and outreach, and planning.

II. Operations

The service, schedule, days, hours and service type will be designed to meet the needs of the target population as determined by Recipient, the affected community members and stakeholders identified by Recipient.

To the extent possible, Recipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.

Recipient may amend the service design at any time in accordance with local demand, funding issues or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient shall engage in a good faith effort to generate program income to help defray

program costs. If program income is generated from federally-funded projects, that income must be reported to State.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, Statewide Transportation Improvement 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.

I. Administration

Eligible project administrative expense may include, but are not limited to: administrative staff salaries; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; telecommunications; facilities and equipment rental. Administrative costs for promoting and coordinating ridesharing activities are eligible as project administration if the activity is part of a coordinated public transportation program.

II. Operations

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

Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.

4. REPORTING and INVOICING REQUIREMENTS

I. Administration

Written detailed documentation of time expended, an invoice account payable statement or comparable document that shows administration performed for the grant reimbursement requested. Documentation should include dates of service, hours of service, who provided service and grant or allocated costs for grant reimbursement. For internal agency staff projects, please provide a Spreadsheet or similar document showing the time worked, hourly rate for labor, title/classification, and all work performed for the period. Summary must include all expenses for the period claimed.

II. Operations

State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.

Disbursement Schedule

First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.

Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year period.

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:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$1,002,443.00
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Administered By Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

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.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. 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.

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 Recipient's activities to be performed under this Agreement. 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, Recipient 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 this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

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

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . 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. 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. 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: May 17, 2019

To: Board

From: Tracy Lofstrom

Re: Agenda Item 9.c Closure of the LGIP RideCare and Clatsop Community Bank accounts

With the closure of RideCare earlier this fiscal year, these two accounts are no longer needed.

Staff is recommending that the Board authorize the District close the LGIP RideCare and Clatsop Community Bank accounts.

Date: May 17, 2019

To: Board

From: Jeff Hazen

Re: Agenda Item 9.d Supplemental Budget

This supplemental budget moves funds budgeted for the operation of Route 15 and Route 101B from the appropriated lines under Personnel Services and Materials and Services to the Interfund Transfer section.

The funds will be transferred to the General Fund and the amounts will be added to Personnel Services and Materials and Services appropriations categories. Personnel Services are in the amount of \$93,205 and Materials and Services are in the amount of \$45,000.

Staff is recommending that the Board adopt Resolution 2019-01.



**Board of Commissioners
Supplemental Budget 2019-2020
RESOLUTION 2019-01**

The Board of Commissioners of the Sunset Empire Transportation District, Astoria Oregon, resolves to authorize adjustments to the STF Fund and General Fund annual budgets. The required adjustments are being made to transfer funds from the STF Fund to the General Fund for operations of Route 15 and Route 101B. \$93,205 will be transferred from STF Personnel Services to General Fund Personnel Services and \$45,000 from STF Materials and Services to General Fund Materials and Services. There is no change in total appropriations in the STF fund.

Be it resolved that pursuant to the desire of the Board of Commissioners of the Sunset Empire Transportation District the submitted STF and General Fund Supplemental Budget has been approved and all public notifications made.

MOTION OF ADOPTION

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

PASSED BY A MAJORITY OF THE BOARD OF COMMISSIONERS WITH A QUORUM IN ATTENDANCE THIS 23rd DAY OF MAY 2019.

SUNSET EMPIRE TRANSPORTATION DISTRICT, CLATSOP COUNTY, OREGON

By _____

Title: Kathy Kleczek, Board Chair

ATTEST:

By: _____

Title: Lylla Gaebel, Secretary Treasurer

Executive Director Report
May Board Meeting
Jeff Hazen

-Low or No Emissions Grant

The grant has been submitted to ODOT and they have submitted it to the FTA. Also, Pacific Power is convening a meeting of transit agencies in Oregon in their territory to discuss the electrification of fleets. This meeting will be in June.

-STIF

The STIF Plan has been submitted to ODOT. Our RTC has reviewed it and found no issues with it. Five other ODOT staff members will be reviewing it as well.

-Budget

I'd like to thank the Budget Committee for their due diligence at the budget meeting this week. The discussions were very robust and good decisions were made.

-Vacation

I mentioned last month that I was taking a week of vacation, but I was unable to do it in order to get the budget wrapped up. June should allow some time for me.

-FTA §5339 Bus and Bus Facilities Grant

We were just notified of the grant solicitation. Our deadline is May 30 for submission of information to ODOT who will submit the grant on our behalf to the FTA. These vehicles were included in the STIF plan for FY 2021. We will be adding one or two paratransit vehicles as well for FY 2021.

-Visit

Our Regional Transit Coordinator, Arla Miller brought Marsha Hoskins to Astoria on May 9th. Marsha is the Public Transportation Manager for ODOT's Rail and Public Transportation Division. She enjoyed meeting all of the staff and seeing our facilities.

-Staff changes

Tracy has given her notice of resignation effective July 15th. She and her husband will be going to South Carolina for six months to help his daughter with the construction of their new house. We will begin the recruitment next week and we are pleased that Tracy wants to assist us with the recruitment.

-NW Connector

We have made new signs for the NW Connector system to replace the OXO signs. These signs were paid for out of the NW Connector budget and not our General Fund. The coordinating

committee spent several months working on the design and we are very pleased with how they turned out.

Weekly Reports:

4/23/19

The STIF plan application took up the majority of my time last week. It will be completed by tomorrow if I get my final question answered. I also spent considerable time working with CTE and Proterra on our Low and No grant for a battery electric bus. I had a great conversation with Pacific Power, and they have committed to assisting us in this project if we are awarded funding. Rep. Bonamici had a town hall Tuesday evening in Astoria that I attended. She had come from Portland and spoke about the battery electric bus that TriMet unveiled. Due to the short timeline, she was unable to have a letter of support put together for her signature so she will be making a phone call to the FTA in support of our project. Tami and I met with Chet, one of our insurance guys to review the medical benefits package. We are keeping the same level of benefits, but the deductible is going up for everyone. Paul got back the responses from the RFQ's for new buses. We specified low floor buses and they came back very high in price, so we are determining next steps this week. We may reject all the bids and put out the RFQ again without the low floor.

2017-2019 SETD Strategic Plan

Priority One

- Benchmark Services
 - Ridership increases & Decreases **Goal = +15% YTD = +10%**
 - On-time Performance **Goal = 95% April performance was 52.3%, Tillamook was 59.8%, and Lincoln County was 60.6%.**
 - 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 = 22%**

- 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. Participating in the Natural Hazards Mitigation Plan update with the county.**

- Complete a feasibility study including associated cost to include
 - Adding Columbia County services into SETD **Completed**
 - Increasing services **New transportation package will provide funding in 2019 to allow for additional services. Will be submitting our STIF plan by April 1, 2019. Will receive funding in October 2019.**
 - 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 **No longer Relevant**
 - Improving System
 - Improved lighting at bus shelters
 - Route on-time performances **Now reporting.**
 - Amenities **Added trash cans at Safeway stops and at the stop in front of Taco Bell. New shelter installed by developer in Gearhart. New shelter installed at NW Seniors and Disabilities Services by developer in Warrenton.**
 - Technologies
 - Real-time bus tracking **Completed**
 - Website **Completed but will continue to evolve. Received 1st place in NRTAP nationwide contest. Plans to upgrade trip planner are being designed.**
 - Mobile apps **Transit App Completed**
 - E-fare **Moved to next year's budget as part of the STIF Discretionary Grant.**
 - Credit cards **Completed**
 - Electronic charging stations
 - On-board wi-fi
 - Improve Appearance
 - Buses **Lot attendant hired, noticeable difference. Schedule being refined.**
 - Shelters **Weekly cleanings in place**
 - Facilities **Major headway made at the Warrenton facility. Transit Center Parking lot restriped professionally. All exterior lighting on the plaza and in the Warrenton yard updated. New monitoring system being installed at TC.**
 - Employees **New coats, shirts, and hats distributed to drivers.**

Priority Two

- Increase employee recruitment and retention
 - Develop SETD succession plan **COO designated ED backup. New Mobility Manager in place. New payroll/ap clerk.**

- Identify on-going training opportunities at all levels **Ongoing.**
- Update job descriptions **Tami has completed, she will review with me in May.**
- Develop employee incentive programs **Gift card program in place.**
- Conduct market compensation reviews
- Employee rewards
 - Hats
 - Pins
 - Shirts **We've instituted Popcorn Fridays. Very popular.**

Priority Two (cont.)

- Increase District Relevancy **Several positive press articles during FY 2018 and 2019.**
 - Greater awareness of the District Services
 - Who
 - What
 - When
 - Where
 - Accessibility **Moved Jason into Mobility Management. Significant increase in assisting riders and potential riders.**
 - 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. RFQ for 4 new buses out.**
 - Technology **In place**
 - Facilities **Received FTA training on real estate requirements. Natural Hazards Mitigation Plan with county.**
- Identify new funding opportunities
 - Review fares **Completed**
 - Seek public/private partnerships **Working with college.**
 - Volunteers **Part of Jason's workplan for the next biennium.**
 - Analyze current non-emergency medical transportation services for potential increased or new revenue **No longer relevant**
 - Continue to explore new Federal/State/Local grant opportunities **Ongoing.**
- Implement current budget process **Completed for FY 2019, beginning process for FY 2020.**

Operations
May 2019 Report
Paul Lewicki

The ATU contract became effective during the period. We continue to work closely with union representatives to ensure a harmonious working relationship. It is my intention to avoid contention and promote understanding and mutual respect as we enter this new labor arrangement.

We have hired one new driver for our fixed routes. Bret comes with a CDL and has begun training to learn our routes. Bret has a good attitude and is an experienced driver. Welcome Bret. Also during the period, one of our full-time drivers resigned. We're sorry to lose Sue. WE continue to seek qualified applicants for our driver positions and are working to add up to 10 drivers by this fall. An incentive program is in the works.

Our driver supervisors are stepping up in their redefined roles. Each has attended a midday meeting of Lower Columbia Human Resource Management Association (LCHRMA) on "Conflict in the Workplace". Also, each is taking a two-session course at the college on Management and Leadership. In September, the supervisors are enrolled in an eight-week (one day a week) course on supervision presented by H R Answers. I expect that the supervisors will be much more effective given the tools they need to do their jobs.

Final changes have been submitted for our new bus schedule reprint. These changes reported last month, are small – only 2 or three minutes in places – but will redistribute times over the routes to support better on-time performance.

Ecolane, our new software for dispatching our ADA and Medicaid rides, has been implemented and is now in production. The software manages the rides performed by paratransit drivers and dynamically adjusts the drivers' assignments during the day as rides are added, cancelled, or drivers run into delays. This software reduces the need for radio traffic with paratransit staff and frees up some time during the day for that staff to perform other required tasks. Tillamook County Transit District staff and Northwest Rides have been helpful during our start up.

Installation of the upgraded video system at the transit center is complete. We have replaced the seven cameras from the previous system with new, HD cameras, and have added two more cameras to enhance security. Staff can view each of the cameras in real time as well as recorded events on their desktops at work, and management personnel can view the system on their smart devices.

The two RFQs for four new buses were returned by the vendors on time. Unfortunately, their offerings as specified were unexpected too costly. Having spec'd diesel, low floor design, stop enunciators, and on-board Wi-Fi increased the price beyond the funds available for the purchase. Working with ODOT, we are reissuing the RFQs with the intent of identifying affordable vehicles to support our operations.

RIDE ASSIST
May 2019 Report
Jennifer Geisler

- RideAssist started its training on Ecolane (scheduling program) for the week of April 22-26th. Mike Shatoff was here training the office staff on scheduling, dispatching, running reports and starting new client files. He also trained the drivers on how to use the tablets that replaced the paper dispatch. The drivers went live with the tablets on Wednesday 24th. This was an action-packed week as we learned on the job. Mary and I are still learning, the drivers are adjusting, and the riders are adapting to the new way of things. We are already seeing great benefits in the way Ecolane works. In April we were only on the new system for just a week. The coming months will be a better reflection on the benefits of Ecolane. I expect to see less office time spent on the schedule, less miles driven per day, less fuel used per month and more NorthWest Rides provided.
- April 2019, RideAssist had a total of 1073 rides for an average of 36 rides per day. There were 699 ADA rides, zero Dial-A-Ride, 100 personal care attendants and we provided 272 Medicaid rides for NorthWest Rides.
- There were four ride denials for ADA Paratransit due to not enough capacity.
- ADA Paratransit Report

Number of completed applications received: 6
Number of incomplete applications received: 0
Number of interview/assessments scheduled: 0
Number of interview/assessments completed: 0
Number of determinations made: 3
 Within 21 days: 3
 More than 21 days: 0
Determination by type:
 Unconditional: 2
 Conditional: 0
 Temporary: 0
 Not eligible: 0
Number of appeals requested: 0
Number of appeals heard: 0

RideAssist Fares Collected/Billed for April 2019

- Para-transit Fares: \$ 804
- Tickets Collected: \$ 540
- Medicaid Billed: \$ 3779
- Ticket books sold: \$ 480
- Dial-A-Ride Fares: \$0



Outreach and Education

May Board Report

Mary Parker

Tongue Point Job Corp Student Transit Training- On going weekly training is continuing. The class size has been reduced a little the last month and is usually at about 10 students. I have done a couple more trip plans for students heading home or coming back. I assisted a mother of a student who was so thankful that she could pick her son up in Portland instead of driving to Astoria.

Summer Action and Schedules- Several updates have been made to our new bus schedules. They are going to print next Wednesday. The Streetcar will go live on May 25th in Seaside. New Rack Card schedules and Posters should arrive and be distributed next week. The Summer Fun Pass advertising will begin next week as well. We will have an ad featured in the Daily Astorian, with flyers being delivered to the schools, grocery stores, day care facilities, pools, laundromats, parks, library and posted on buses and in shelters.

Broad Reaching Travel Magazine Ads: We have an SETD ad is already out in the Coast Magazine which is produced by EO Media. Another ad will be out starting in June in the summer issue of the Mile by Mile magazine which features specific maps and local attractions for communities and towns with details for hikers, bikers and general tourists and travelers on the west coast from Northern California through Washington. Mile by Mile and has a distribution of 250,000 copies. We will also have an ad in the Summer issue of the Oregon Coast Magazine which is distributed similarly. We will also have an ad in the fall issues of the Mile by Mile and Oregon Coast Magazine. Very excited to have information about our transportation services included in these very useful and well distributed magazines.



Mobility Manager
May 2019 Mobility report
Jason Jones

- In the month of April Mobility Management was busy checking back in on previous Travel Trainees. I attempted to contact 8 individuals and quiz them as to their efforts to ride our fixed route. 3 of them are riding the bus more than 3 times per week, 2 are using it less than 3 times per week while 3 of them have only used the system 2 total times. I'm encouraged by the information I get back from these trainees as it shows the areas that I need to focus on in the coming weeks.
- I had 3 travel trainings in April and 1 travel engagement follow up in Seaside. I helped organize 2 trips for the Seaside High School and look to help them plan for more coming up in June.
- I have been reaching out to local businesses in an attempt to convince them that I can bring some training to their employees. I do not have anything solid at this point but I have made connections and I hope that in the near future I will have some good results from my communications with them.
- The Veterans Enhanced Transportation Program (VETP) provided 21 trips to our local Veterans. I went on 2 ride along trips this month to provide support to our driver.
- I attended a meeting at Providence Seaside Hospital to help them gauge how their Community Connections program has been progressing over the last year. This is the first time I have been asked into this meeting but know the program well from my days as brokerage manager. They provide a valuable service the patients of PSH (Providence Seaside Hospital) in which people who are not assisted through the Non-Emergent Transportation Brokerage for whatever reason are assisted with their transportation needs. The program has been a great success as they now have 18 of their own Volunteer drivers assisting on 200-350 rides per month.

Transportation Options

May 2019 Board Report

Prepared by Matthew Weintraub

Transit Stop Data Inventory: Will be conducting data collection for Tillamook and Lincoln Counties part of this project. This consists of a matrix of 23 different attributes for each public transit stop. As previously reported, this data will be used by ODOT, TCTD and LCTC when it comes to route cutting, long range planning and developing grants/funding proposals with more robust datasets.

Oregon State University Outreach: As Lincoln County has now been added to my service provider territory, I have begun investigating major employers in the region. This has started with discussion with Oregon State University in order to determine if a commute trips reduction program is appropriate for the school's Hatfield Marine Science Center.

Safe Routes To School: I have prepared a grant application for ODOT's Safe Routes to School non-infrastructure program and hope to submit it by the end of the month. This grant was developed in collaboration with the Warrenton and Tillamook School Districts. If successful, this grant will provide funding for a full-time program specialist who will work in 4 schools across the two districts to develop action plans and deliver SRTS curriculum and encouragement to the school community. Other stakeholders and collaborators in the project were the cities and police departments.

Meetings Held

Astoria Downtown Historic District Association

Oregon State Parks

Oregon Department of Transportation

Travel Oregon

Oregon State University

City of Astoria

Clatsop County

Oregon Coast Visitors Association

Cannon Beach Chamber of Commerce

City of Cannon Beach

City of Warrenton

Warrenton School District

Astoria School District

Tillamook School District

Human Resource
May 2019 Report
Tami Carlson

April 8th attended the Board Subcommittee meeting to finalize the Executive Director's annual evaluation. This was presented at the April Board meeting.

April 11th attended a TC/Seaside CSR staff meeting held by Tracy. This was a great meeting with team building exercises and general info about communication skills.

Continued recruitment and interviewing for drivers resulted in the hiring of a part-time driver for fixed route, Bret Bangs. Bret is from Washington and has his CDL. He is currently in training. Welcome Bret!

April 18th met Chet Weichman, Rep for SDIS and district health benefits. Due to the increase in large claim activity, the overall average premium increase is 7.5% this year. To maximize cost savings for members, administrative and pharmacy costs charged to SDIS by Regence and CVS Caremark were significantly reduced. Chet reported that SDIS is encouraging the use of services that are most cost effective.

April 24th attended a presentation by SDIS in Tillamook regarding health benefits by Regence for new plan year 2019-20. This year SDIS is promoting the use of mail order for ongoing prescriptions, MDLive, an online telemedicine service with no co-pay and in network providers and services

April 25th met with Jeff Durante and Tracy to help set-up the HR module that will be included in the new Acufun software. It appears this program will be very user friendly and a great help to district staff and accounting.

April 30th attended the monthly Safety Committee meeting. Reports and discussions on the facility safety inspections, a plan for employee first aid and AED training and the SDAO safety grant were items discussed at this month's meeting.

Other projects – Submitted SDIS benefit renewal application for 2019, due 5/1; Submitted the US Census Bureau Survey, due 5/16; finalization of ATU contract for ratification.