



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

BOARD MEETING AGENDA

THURSDAY SEPTEMBER 26, 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
 - a. Public Comment from August meeting follow up
 - b. Commissioner Resignation Update
9. NEW BUSINESS
 - a. SETD Records Retention Policy Approval
 - b. ODOT Grant Agreement #33787 STIF Discretionary
10. CORRESPONDENCE – ORS 192.660(2)(h) Consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. PUBLIC COMMENT (3 minute limit)
14. EXECUTIVE SESSION
15. OTHER ITEMS

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

September
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

September
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
NHMP	NATURAL HAZARDS MITIGATION PLAN
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

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

September
2019

SETD GEN	SUNSET EMPIRE TRANSPORTATION DISTRICT GENERAL FUND
SIP	SERVICE IMPROVEMENT PROGRAM
SSP/0401	ACCOUNT FROM OREGON DEPARTMENT OF HUMAN SERVICES
STF	SPECIAL TRANSPORTATION FUND
STIF	STATEWIDE 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
DRAFT Meeting Minutes
August 22, 2019**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE- Chair Kathy Kleczek called the meeting to order at 9:09 AM
2. ROLL CALL:
Present: Chair Kathy Kleczek, Vice Chair Bryan Kidder, Commissioner Tamra Taylor, Commissioner Pamela Alegria, Commissioner Tracy MacDonald and Commissioner Debbie Boothe-Schmidt. Commissioner Kevin Widener was excused

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker
3. CHANGES TO AGENDA- None
4. PUBLIC COMMENT (3 minutes)- Pamela Matson McDonald commented that she had noticed that there are many cars waiting to use the SETD charging station and asked if SETD would be interested in adding another charging station.
5. APPROVAL OF THE JULY 25, 2019 BOARD MEETING MINUTES:
Commissioner Kidder moved to accept the July 25, 2019 Board Meeting Minutes.
Commissioner Alegria seconded the motion
Discussion- None
Motion passed unanimously
6. REPORTS FROM CHAIR AND COMMISSIONERS
 - a. Commissioner Alegria- Asked if the Rider Report was going to be available. Executive Director Hazen said he would be discussing this in his report later in the meeting. Commissioner Alegria also added that she will probably not be able to make the December 16th meeting.
 - b. Commissioner MacDonald- No Report
 - c. Commissioner Taylor- No report
 - d. Commissioner Boothe-Schmidt- No report
 - e. Vice Chair Kidder- Reported that he would be stepping down from the Board due to family needs which will require he and his wife to move. Kidder said he was not sure of the exact date that he will step down. He said he appreciated the cooperation that the Board has given him as a new Board member and apologized that his resignation is so close to the election.
 - f. Chair Kleczek- Stated she was sorry to hear about Bryan's resignation which will leave a large vacancy when he steps down. Kleczek asked that the Board keep their eyes and ears open for candidates. Chair Kleczek reported that it has been great to see high ridership on the buses in Cannon Beach and is glad to be participating in the Travel Oregon Tourism Studio's efforts to encourage people to not use their car when they travel to the coast.
7. FINANCIAL REPORTS- Executive Director Hazen reported that the July financial reports were not ready. Hazen said this has been a hectic time for Dave who has been working on the periodic reports and grant reimbursements. The July reports will be presented at the September Board Meeting. Chair Kleczek commented that it is very important to the Board to receive the financial reports on a monthly basis, so we do not fall behind on our fiduciary duties.
8. OLD BUSINESS-
 - a. Grocery Outlet Update- Executive Director Hazen reported that the City of Astoria Design Review Committee had their hearing on the outlet proposal. There was a lot of testimony given and they

received a lot of public comments with traffic congestion being the main topic. No decisions were made. The hearing will be continued until September 5th. Hazen reported that the letter from the Board is on record there. Vice Chair Kidder said he was glad our letter was not just a complaint and it should stand out because we identify the problems and offer solutions.

9. NEW BUSINESS

- a. City of Warrenton Urban Renewal Plan Amendment- Executive Director Hazen asked if the Board wanted to provide comment on the Urban Renewal Plan Amendment with a letter. There was Board discussion and clarification about the details in the plan. Executive Director Hazen said that there is also discussion about putting the overhead wires underground on main street, so he is working with the City of Warrenton to look at the potential of having a bus stop and possibly a turnout included in the project. Chair Kleczek moved to have a letter drafted by Executive Director Hazen that requests SETD is included in the plan and that the plan include stops and turnouts and authorized the chair to sign. Commissioner Taylor seconded the motion
Discussion - Commissioner Alegria asked that the word amenities not be used in the letter. Chair Kleczek said that the word amenities is a much used term that is used in planning and specifically in transportation.
Motion passed unanimously
- b. North Coast Tourism Management Network Visitor Transportation Team Update- Executive Director Hazen discussed the development and purpose of the new rack card that will be distributed as a pilot program in Cannon Beach to heighten awareness of car free travel options for visitors coming to the coast. Hazen also said that Cannon Beach hotels will also have a link to transportation options which will be included in the final reservation confirmations that they email to customers. The Tillamook County Visitors Association is funding the rack card.
- c. Drug and Alcohol Testing- Executive Director Hazen reported that in a recent review of the District's Drug and Alcohol Program he discovered that SETD was in violation of the law regarding pre-employment drug testing. Hazen explained that the Ninth Circuit Court of Appeals found that it is unconstitutional to require non-safety sensitive job applicants to pass a pre-employment drug test as a condition of employment. Hazen said we have halted this testing and will update our policy.

10. CORRESPONDENCE- None

11. EXECUTIVE DIRECTOR REPORT- Executive Director explained that the 2019 Ridership Report is not quite completed but he said he was pleased to report that ridership overall increased by 7%. However, Hazen said he was concerned that Route 10 had decreased by 9% this year and the same amount last year. Cruise Ship Route 11 increased by 67%, Route 12 increased by 13%, Warrenton Route 15 increased by 19%, Route 21 and the new Route 17 combined had a decrease of 1%, Route 20 increased by 6%, Route 101A increased by 12%, 101B increased by 4%. Hazen said due to the changes that Columbia County has made the Lower Columbia Connector ridership decreased by 21%. The Pacific Connector between Astoria and Cannon Beach had an increase in ridership of 19%. Seaside Streetcar had a 31% decrease. There was discussion about the Route 10 ridership. Hazen said he is looking into this and it may take someone riding on the Route 10 bus to evaluate the problem or it may just be a decrease in Job Corp students riding the bus. Commissioner Taylor said she would be glad to ride the bus to help with this. Hazen said that we had Board Commissioners riding along with employees helping with data for the Long-Range Transportation Plan. Commissioner Alegria commented that the Route 10 is a long route and asked if we had considered splitting it. Executive Director Hazen said yes, splitting the Route 10 is part of the roll out in our Transportation Plan.

12. LEADERSHIP TEAM REPORTS- Reports submitted: Operations- Paul Lewicki, Ride Assist- Jennifer Geisler, Marketing and Outreach- Mary Parker and Mobility Management- Jason Jones.

Commissioner Kidder commented that it seems like we have not seen as many maintenance incidents and asked what has been done to get us to that point? Paul thanked Commissioner Kidder for noticing that the incidents are down and this is the direct result of the maintenance staff and their leader Scott Smith. Paul said Scott has implemented a program which has improved the preventative maintenance intervals and to make sure preventative maintenance is done on time and has been able to bring a lot of the repairs that we used to send out, in house which makes them less expensive and time consuming. Paul said it has been a year and a half of hard work to see any improvements. Hazen said every year we are required to have our buses inspected by a third-party inspector which we just had completed, and all our buses passed inspection. Executive Director Hazen reported that Arla Miller our Regional Transportation Coordinator from ODOT had sent a very complimentary letter to Jason thanking him for the quality of his quarterly report.

13. PUBLIC COMMENT (3 minutes)- Shawn Lines asked for a little bit of leniency on the 3 minutes if possible, saying that he was not here just for himself but said he had a statement and had been in communication with over 100 passengers and former employees and current employees. Shawn said it was an 8-minute statement it was crucial that the Board know these things and that directly after the meeting he would be giving the statement to the Daily Astorian. Shaw said he did not feel that the Board is aware of everything they needed to be and said “I hope you will take this seriously and launch an investigation of your own.” He went on to describe his concerns about the condition of the buses.

Chair Kleczek announced the 3-minute time limit for public comment had been reached and if the Board wants to take other action they can. Chair Kleczek said she would like a written copy of the statement, so we have the full version of it. Chair Kleczek explained it would not be fair to anyone if we gave extra time to one person and not to the other. Chair Kleczek personally requested that Shawn submit the statement to the Board and thanked him for his time.

14. OTHER ITEMS- Chair Kleczek passed a get-well card around for Commissioner Widener and said that the District would be sending him a gift basket when he is transferred from the hospital. Commissioner MacDonald reminded everyone about the Safety Fair at Walmart on September 7th and Mary said there will be a Resource Fair at the Warrenton High School on September 6th. Commissioner Alegria asked what would be done about the public statement that was just made. Chair Kleczek said that we need to receive the entire statement, however all the items discussed fall under Operations.

Meeting was adjourned 10:05 AM

Mary Parker, Recording Secretary

Secretary/Treasurer _____
Debbie Boothe-Schmidt

Date _____

An audio recording of this meeting is available by contacting Mary Parker at mary@ridethebus.org

Date: September 21, 2019

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.a Public Comment from August meeting follow up

Due to the NRTAP conference I attended last week and doing interviews, I was unable to finalize my report into the allegations by a former employee that attended the August Board meeting and spoke during public comment.

I will provide a final report along with documentation showing examples of inspections sheets that the drivers use and inspection sheets from our annual inspection. Both Paul and Scott will be attending the meeting to answer any specific questions you may have about the condition of our fleet.

Date: September 20, 2019

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.b Commissioner Resignation Update

At the August Board meeting, Vice-Chair Kidder informed the Board that he would be stepping off of the Board, but he did not have a date when that would be effective. He has determined the date and will be informing the Board at this meeting.

Date: September 20, 2019

To: Board

From: Mary Parker

Re: Agenda Item 9.a SETD Public Records Policy

As a Special District we must comply with the Oregon Public Records and Meetings Laws. Our policy covers the requirements for defining, maintaining, storing and releasing our public records. There have been many changes made to the Oregon Public Records laws in the past few years specifically in the requirements concerning the release of public records. We have been in compliance with each of these changes, however I recently took a Public Records course offered through SDIS for the 2019 Best Practices program. The course was very good and inspired me to make the updates needed to our written policy. I used the new and recommended Public Records Policy offered by Special Districts of Oregon (SDAO) as a guide for our update.

Staff is recommending that the Board approve the SETD Public Records Policy.

SUNSET EMPIRE TRANSPORTATION DISTRICT PUBLIC RECORDS POLICY	Policy #	Date Approved
	Board Chair Signature	

PURPOSE:

The purpose of this policy is to establish responsibility and specify the requirements for managing Sunset Empire Transportation Districts (SETD) Public Records and ensure compliance of the Oregon Public Records Laws.

POLICY:

Sunset Empire Transportation District shall fully comply with the Oregon Public Records Laws, ORS 192.410-192.505 and maintain and manage all public records from the time of creation, ownership or use until the time of final disposition. This policy applies to the Board of Commissioners, employees, volunteers, committees, contracted service providers, vendors and all other entities engaged in business with or for the district that are responsible for creation, management and storage of SETD records.

PUBLIC RECORD- ORS 192.05

Means any information that:

1. Is prepared, owned used or retained by state agency or political subdivision
2. Relates to any activity, transaction or function of a state agency or political subdivision; and
3. Is necessary to satisfy the fiscal, legal, administrative or historical policies, requirements or needs of the state agency or political subdivision

RECORDS SPECIALIST- The Executive Director shall appoint a Records Specialist to be the contact for records requests and oversee district records management and compliance.

SETD RECORDS MANAGEMENT

SETD staff and management are responsible for the protection and overall management of any and all public records.

1. Each Department will organize, label, file and secure all SETD documents created, used and stored in the department.
2. Each department will complete a Records Retention Guide using the OAR Records Retention guidelines.
3. Each Department will determine their filing system however all files, file cabinets and any storage boxes should be accurately labeled with contents and retention dates.

4. Sensitive, confidential protected and financial records will be stored in locked files when not in use.

PUBLIC RECORD REQUESTS

Sunset Empire Transportation District shall fully comply with the Oregon Public Records Law, ORS 192.410-192.505.

1. Specificity of Request: In order to facilitate the public's access to records in the district's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written requests for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter and such other detail as may be necessary to enable District personnel to readily locate the records sought.
2. Access: The district shall permit inspection and examination of its non-exempt public records during regular business hours in the District's offices, or such other locations as the District Manager may reasonably designate from time to time.
3. Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained. ORS 192.440(2).
4. When a request is submitted in writing, (Attachment A) The district must respond within five business days acknowledging the receipt of the request. You then have an additional 10 business days to fulfill the request or issue a written response estimating how long fulfillment will take. The district is not subject to this response timeframe if it is awaiting a response from the requester seeking clarification of the inquiry or if the requester has not agreed to pay for the records, provided that the cost of \$25 or more. Other considerations that apply are:
 - Complicated requests
 - Large volume of requests
 - Requests involving documents not readily available or if the necessary staff are unavailable to fulfill the request

Fees for Public Record- Fees must be limited to no more than \$25.00 unless the requestor is provided with a written notification of the estimated amount of the fee and the requestor confirms that he/she wants the public body to proceed. In order to recover its costs for responding to public records requests, the following fee schedule is adopted by the District:

- Copies of Public Records; Certified Copies: Copies of public records shall be \$0.25 cents per copy for standard, letter size copies. Copies shall be certified for a charge of \$5.00 per page or \$30.00 per document.
- Copies of Sound Recordings: Copies of sound recordings shall be \$10.00 per copy.
- Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the District.
- Research Fees: If a request for records requires District personnel to spend more than 15 minutes searching or reviewing records prior to their review or release for copying, the minimum fee shall be \$ 25.00 per hour and additional charges shall be in ¼ hour increments. The District shall estimate the total amount of time required to respond to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced.
- Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the District's normal operation, the District may impose such additional charges as are necessary to reimburse the District for its actual costs of producing the records.
- Reduced Fee or Free Copies: Whenever it determines that furnishing copies of public records in its possession at a reduced fee or without costs would be in the public interest, the Board or District Manager may so authorize. ORS 192.440(4).

Authorization Required for Removal of Original Records-At no time shall an original record of the District be removed from the District's files or the place at which the record is regularly maintained, except upon authorization of the Board of Directors or Manager of the District.

On-Site Review of Original Records- If a request to review original records is made, the District shall permit such a review provided that search fees are paid in advance in accordance with the Fees for Public Records section, above. A representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching or reviewing records.

Unauthorized Alteration, Removal, or Destruction of Records- If any person attempts to alter, remove or destroy any District record, the District representative shall immediately terminate such person's review, and notify the attorney for the District.

RECORDS STORAGE STANDARDS

Safe records storage areas require compliance with the following standards:

1. Records should be stored in fire resistant structures or areas in which the temperature and humidity are maintained at levels required to ensure optimum longevity of the paper, film or tape on which they are recorded.
2. No records should be piled or stacked directly on the floor.
3. No records should be stacked around doorways.
4. Care and supervision of record storage areas should be the responsibility of one person from each department.
5. All boxes or containers used for records storage will be designed to hold records, clearly labeled with name of department, type of records, date container was placed in storage, date records will be eligible for destruction. Records from of each Department will be stored together and not comingled.
6. No authorization is required to destroy records that are excluded from the definition of public records.
7. No records of fiscal transactions will be destroyed even though the required minimum retention has passed until after the required audit for the period covered by the records has been completed and the auditor has released the records for destruction.

RECORDS DISPOSAL OR PURGING

All SETD records that have reached their expiration date will be verified using the OAR Records Retention guide prior to purging. A log of all destroyed records will be maintained by the SETD Records Specialist.

1. Records that have been stored and have reached their destruction date will be recycled or shredded depending on content and SETD requirements.
2. Records that are confidential by law, those containing derogatory information or negotiable instruments will be destroyed by shredding.
3. Records of non-sensitive nature may be recycled but only after careful inspection.
4. A list of all purged files will be sent once a year to the State Archive Division.

RECORDS DESTRUCTION SERVICE

SETD contracts with a licensed and bonded document disposal service. The service provides locked document storage containers in Astoria at the Transit Center and at the Warrenton office. The service provides scheduled document destruction services and a Certificate of Destruction.

Attachments:

- A. Public Records Request Form
- B. Public Records Response

RESOURCES

Attorney General's Public Meetings and Records Manual: http://www.doj.state.or.us/public_records/pages/index.aspx

Public Meetings and Records Law ORS 192.410-192.505

https://www.oregonlegislature.gov/bills_laws/ors/ors192.html

SDAO Reference Library/Meetings and Records: <http://www.sdao.com/S4/MemberHome.aspx>

DRAFT



Sunset Empire Transportation District

900 Marine Drive Astoria, OR 97103
Phone: 503-861-5370 Fax 503-325-1606

REQUEST FOR DISCLOSURE OF PUBLIC RECORDS

All public records requests received by Sunset Empire Transportation District (SETD) will be acknowledged or completed within 5 working days. If SETD is unable to provide records requested within the 5 working days, SETD will provide requester with a written statement that estimates the completion date and any fees required for processing records. Fees may be required in advance of receiving requested records.

Name
Address
Phone Fax Email

List description of records you are requesting.

- 1.
2.

I wish to personally inspect requested records. I will pick up records. Please e-mail or mail records to address provided

Requester's Signature: Date

Fees will be assessed for the following services. Payment in advance required if fees total over \$25.

Table with 2 columns: Service Description, Fee/Rate. Includes Paper Copies, Certified Copies, Audio recordings, Emailed documents, Scanned and emailed copies, Staff Research, Maps and Non Standard Sized Document, Total Fees.

If records request involves litigation or other legal matters, attorney fees and other processing fees will be assessed and paid in advance.

Requested records released to: Date

SETD Records Specialist Print Signature Date



Sunset Empire Transportation District

900 Marine Dr Astoria, OR 97103
Phone: 503-861-5370 mary@ridethebus

PUBLIC RECORDS REQUEST RESPONSE

_____, 2019

_____:

We received your public records request on _____.

__The records you have requested are available and will be __copied and mailed or __emailed to you.

__The records you have requested are available for viewing only and you will need to schedule an appointment.

__The records you have requested are unavailable due to_____.

The estimated date your copies will be completed is_____.

The estimated total fees for your copies will be_____. This fee will be required in __advance or ___at the time copies being made.

____Please contact me at your earliest convenience to make arrangements to complete your records request.

Thank you,

Mary Parker
Executive Assistant
Records Specialist
Sunset Empire Transportation District

Date: September 20, 2019

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.b ODOT Grant Agreement #33787 STIF Discretionary

On July 18, 2019, ODOT announced that we were awarded the Astoria-Portland Inter-community Statewide Transportation Improvement Fund Discretionary Grant. This grant will fund 3 round trips each day from the Transit Center in Astoria to Union Station in Portland. Previously, we had been connecting with Columbia County Rider in Rainier for this trip. The new service will eliminate the need for riders to transfer onto another bus.

This grant will also fund the purchase of two used buses, likely motor coaches, to provide this service. It will also fund the purchase of an Electronic Fare system. I will be writing the Request for Quotes on the E-Fare system in October. Staff has been looking into used motor coaches and will be traveling in October to visually inspect buses to see if they meet our needs. As part of this approval of the agreement, we are also asking the Board to authorize the purchases of two used buses not to exceed \$170,000 so we can get them into service as soon as possible.

As with other ODOT Agreements, we do not have our legal counsel review them because they are standard State Agreements that can't be changed. They have been reviewed by the Department of Justice.

Staff is recommending that the Board approve Agreement #33787 and authorize the Board Chair to sign the agreement. Staff is also recommending that the Board authorize the Executive Director to spend up to \$170,000 on the purchase of two used buses for this route.

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 **October 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 6.b.iv 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: Insurance Requirements

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

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$820,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$738,000.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project Cost; Grant Funds.** The total project cost is estimated at **\$820,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$738,000.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
5. **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.
6. **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.
7. **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 delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

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

8. **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 any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred,

suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

9. 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) 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 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 and the Secretary 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. Recipient shall, at Recipient's own expense, submit to State, 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, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

10. 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. 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.

c. Procurements.

i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. STIF Procurements

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest

in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Rail and Public Transit Division listed as a security interest holder, subject to the following additional requirements:

If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.

If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

11. 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.

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

or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.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. 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 _____ 09/10/2019

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: STIF Disc. Sunset Empire Transportation District 33787				
<i>Route connection projects for service between Astoria Transit Center and Portland Union Station.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$530,000.00	\$477,000.00	\$53,000.00	Local
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$10,000.00	\$9,000.00	\$1,000.00	Local
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$20,000.00	\$18,000.00	\$2,000.00	Local
Item #1: Bus STD 40ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$170,000.00	\$153,000.00	\$17,000.00	Local
Item #1: Miscellaneous Equipment				
	Total	Grant Amount	Local Match	Match Type(s)
	\$90,000.00	\$81,000.00	\$9,000.00	Local
Sub Total	\$820,000.00	\$738,000.00	\$82,000.00	
Grand Total	\$820,000.00	\$738,000.00	\$82,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds operations, administration, preventive maintenance, vehicle expansion, and equipment purchase projects to provide service between the Astoria Transit Center and Union Station in Portland, Oregon on State Route 30 through Columbia County. There will be limited stops in Clatsop and Columbia counties. Both Columbia County and Sunset Empire Transportation District are members of the Northwest Oregon Transit Alliance (NWOTA) providing seamless connections from the Portland metro area and the Willamette Valley to the coast and travel from Astoria to Yachats, Oregon. This route represents the northern route of the NW Connector. It will provide connections to the Amtrak Cascades route providing service to Vancouver B.C. and south to Eugene, Oregon.

The current Lower Columbia Route will be re-branded to Route 30 Lower Columbia Connector.

Operations

This service will run between Astoria and Portland Oregon and has planned stops at the following locations: Astoria Transit Center; Safeway in Astoria; Country Market in Svenson; Road House in Knappa; across from West Mart Store in Westport; Safeway under the US Bank sign in Clatskanie; Rainier Transit Center; St. Helens Transit Center Union Station in Portland; and possibly in Scappoose. The service will run with 3 round trips per day, 7 days a week, 362 days a year. Service is not provided on the following holidays: New Year's Day, Thanksgiving Day,

Christmas Day.

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.

Preventive Maintenance

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

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

Vehicle Expansion

Purchase 2 transit vehicles with following specifications: useful life - 12 years or 500,000 miles; approximate length - 35 feet or greater; estimated number of seats - 35 to 40; estimated number of ADA securement stations - 2; fuel type - diesel.

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

Equipment Purchase

Purchase 1 E-Fare TouchPass System including extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, hardware, software, and supplies required to put the equipment into service.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Operations

Recipient shall:

- a) Advertise the new route through local newspapers, websites, social media, radio, on buses, at transit centers, and with a copy to State as applicable.*
- b) Notify State of start date prior to start.*
- c) Notify State if times or days the service operates will change prior to change.*

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

Recipient, if operating fixed route or deviated fixed route transit service, shall create and maintain current GTFS data describing the service (this can be supported by State's GTFS contractor). GTFS data should be updated in advance of system changes to allow trip planners to stay current.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated by for-profit/national transit providers such as Greyhound, Bolt, Amtrak, Pacific Crest Transit, Central Oregon Breeze, etc. where practical.

The service, schedule, days, hours and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with 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.

Administration

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

Preventive Maintenance

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

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

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

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

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

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

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

Vehicle Expansion

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

*Estimated order date: October 31, 2019.
Estimated delivery date: June 30, 2021*

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

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

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

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

Pursuant to OAR 732-044-0050(6)(a-f) Recipient Shall:

- a) Identify and report to State if useful life of a capital asset will exceed useful life stated above. Recipient must state how useful life was determined.*
- b) Recipient will notify State before disposing of a capital asset.*
- c) When disposition of asset has occurred, Recipient shall retain the net proceeds to reinvest in a future STIF Capital Project, or return the net proceeds to State. Further guidance can be found in OAR 732-044-0050(6)(c).*
- d) Establish written procedures to ensure that the capital asset is maintained in safe operating condition.*

Competitive purchases of systems that can count passengers (e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) should include an explicit preference for systems that support the GTFIS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFIS-RT data and provide GTFIS-RT data access to interested third parties.

Equipment Purchase

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

*Expected order date: October 31, 2019.
Expected delivery date: June 30, 2020.*

Recipient is required to create and maintain an equipment maintenance plan utilizing the original manufacturer equipment maintenance intervals and requirements. Recipient shall provide State a copy of the equipment maintenance plan upon request.

Modifications to Project Objectives or Service

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

4. PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STIF funds within the guidelines

established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient was awarded a 10 percent match reduction for projects benefitting the statewide transit network. Recipient must maintain open and transparent satisfaction of one or more of the four match reduction factors identified in OAR 732-044-0005(4)(a)(A-D). Failure to satisfy at least one of these four factors will result in the Recipient being required to match 20 percent of the total project cost identified in the Agreement. This determination will be made on an annual basis following review of each quarter 4 Agency Periodic Report (APR) submittal.

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.

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

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.

Administration

Eligible project administrative expenses 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.

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

Preventive Maintenance

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

Vehicle Expansion

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

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

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

Equipment Purchase

Associated costs incurred from the procurement process, delivery charges, and post-delivery inspections are included in the reimbursable expenses associated with this Agreement.

Purchases or charges that are otherwise paid for in other agreements or contracts are excluded. Annual renewals of extended warranties are not eligible as a capital expense after equipment is delivered and accepted by the Recipient.

5. REPORTING AND INVOICING REQUIREMENTS

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

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

Operations

No additional requirements.

Administration

Recipient will provide written detailed documentation of time expended or 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 and classification, and all work performed for the period. The summary must include all expenses for the period claimed.

Preventive Maintenance

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

Vehicle Expansion

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remains in public transportation service.

Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement and pre-award and post-delivery

certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

Recipient shall ensure Satisfactory Continuing Control of capital assets purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use, the Recipient or Sub-Recipient using the capital asset, and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, changes to vehicle condition and mileage.

Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.

Equipment Purchase

If equipment purchased under this Agreement is valued at \$5,000 or more (a "capital asset"), Recipient will provide reporting information as prescribed by State on the equipment as long as it remains in use for public transportation service. As a capital expense, all equipment must be in an inventory and reported to State as a capital asset using a unique Recipient identification number.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of vendor invoices must be provided for all purchases. With the final payment request, Recipient is required to submit a complete inventory of items purchased under this Agreement.

Project Progress Reporting

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

Outcomes Achieved Reporting

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

On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.

On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.

Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

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

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity

Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

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

Expenditures

Expenditures of discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.

Reporting on Mitigation of Tax Impacts to Low-income Populations

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

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$738,000.00
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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.

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.

Executive Director Report
September Board Meeting
Jeff Hazen

-STIF

On September 18th I joined ODOT Public Transit Manager Marsha Hoskins and ODOT STIF Manager Karyn Criswell as we appeared before the Oregon Transportation Commission to present the round 2 STIF Formula Fund plans. They approved our plan along with the 21 other remaining plans. Combined with all the round 1 plans, STIF Formula Fund plans will provide nearly 38,000,000 additional rides, over 215,000,000 additional revenue miles, 254 additional shared bus stops, nearly 500,000 rides for students, 205 vehicles, and 89 low/no vehicles. This is a huge deal and it is a very exciting time to be in public transportation!

-STIF Rollout

Due to the driver shortage we are experiencing, we are delaying the rollout of the STIF projects that were to have started on October 1. Paul and I are working together to determine new start dates. We are still hopeful we can begin some of the improvements in October.

-STIF Discretionary Grant

We are continuing our search to purchase 2 motor coaches.

-Driver positions

We have hired two new drivers and continue our recruitment efforts.

-Human Resources Manager

We did not receive any internal applicants, but we did end up with an outstanding pool of external candidates. I have completed interviews with the finalists and will be make a decision the week of the 23rd.

-LowNo Grant

The debrief meeting has been moved up to September 24th. I will update the Board at the meeting what I learned to improve our application in the future.

-National Rural Technical Assistance Program (NRTAP) Conference

Jason and I attended the conference that was held in Portland September 15-18. NRTAP has a tremendous amount of training and guidance that they proved to staff from rural and tribal public transit agencies. On Sunday, I hosted a tour to the coast for transit professionals from across the nation along with some FTA officials. We had a full bus from Tillamook County Transportation District and travelled from Portland to the Tillamook Creamery. We also stopped at the Forestry Center on the way. After touring the creamery and having lunch, we loaded up one of our buses and continued up the coast to Cannon Beach. It was fun to see the excitement of people when they were able to see the ocean as we drove. We stopped at both Tolovana and mid-town for photo opportunities. We then headed back to Portland and dropped everyone off at the hotel.

One of our guests complimented our driver and said, “you’re not a bus driver, you drive to keep your riders comfortable”. When everyone was off of the bus, I let the driver know that the person that complimented him was the §5310 Program Manager for the FTA out of Washington, DC. He said, “wow, that was a BIG compliment!”. Mike was the driver and he had only been on the job with us for 6 days! We had a Region Administrator from the FTA with us who really enjoyed the trip. While we were traveling, I took the opportunity to talk about our District and the NW Connector. I also shared the STIF program and the impacts it will have across Oregon. Here are a couple of photos from the tour:





2019-2021 SETD Priorities

Priority One

- Benchmark Services
 - Ridership Increases & Decreases
 - On-time Performance August was 40.3% on time. TCTD was 53% and Lincoln County was 61.9%.
 - Fleet reliability
 - Employee Retention

- Develop a SETD specific emergency plan.
 - 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.

- Develop a Succession Plan for Key Management Positions

- Develop Route Standards
 - Summer Schedule
 - September Through May Schedule

- Develop Demand Management Standards
 - Paratransit
 - Dial a Ride
 - First Mile Last Mile

- Increasing services
 - Fixed routes Operations staff is currently working on the schedules for the STIF funded route expansion.

Priority One (Continued)

- Improving System
 - Improved lighting at bus shelters
 - Route on-time performances
 - Amenities
 -

- Technologies
 - E-fare [RFQ will go out in October](#)
 - Electronic charging stations on buses
 - On-board wi-fi
- Improve Appearance
 - Buses
 - Shelters
 - Facilities

Priority Two

- Develop feasibility of moving Warrenton Operations facility
 - Out of the inundation zone
 - Upgrade to include an automatic bus washing system
- Begin to convert the fleet to electric and away from fossil fuels [Unsuccessful for the 2019 LowNo grant solicitation. Debrief being held on September 24th.](#)
- Strategically Locate Park and Rides
- Improve District Signage

Priority Three

- Identify new funding opportunities
 - Seek public/private partnerships
 - Continue to explore new Federal/State/Local grant opportunities
 - Rebuild Ride Pal Program and Volunteer Program

Operations
September 2019 Report
Paul Lewicki

I am pleased to report that we have hired two, experienced and credentialed drivers this month - Chuck and Mike. They each have years of experience driving for other agencies, and indeed are already driving our routes on their own. They will require some additional time to learn all the routes but give us hope that we can continue with our plans to enhance and expand our service in October and November. We continue our quest for drivers, a Mechanic Assistant and a Lot Attendant applicants.

Mike (our new driver) stepped up to drive the bus carrying the NRTAP attendees on their 'Busing to the Beach' day trip on the Sunday before the conference. Tillamook County Transit District picked up the riders from Portland and delivered them to the Tillamook Cheese Factory for a tour and lunch. Mike picked up the visitors from the Cheese Factory and took them to Cannon Beach to see Haystack Rock and have a photo opportunity, then returned them to their hotel in Portland. I'm told Mike did an admirable job representing Sunset Empire!

Ecolane, our paratransit dispatching software is receiving some updates. Once Northwest Rides has installed these enhancements, we will be meeting with Northwest Rides staff in Warrenton to discuss the changes. At that time, we will also upgrade the system permissions available to our staff to gain access to all functions within the software. This will enhance our local functionality and allow us full access to the system features. This meeting is tentatively set for the week of October 7th.

I attended a meeting with the Cruise Ship Volunteers to discuss the last half of this year's cruise ship schedule and look ahead to the 2020 season. An important statistic that I learned is that the ratio of crew members to passengers on a ship is approximately one to two. So, for a ship carrying 3,000 passengers, there is a crew of about 1,500. Nearly half of those crew members may leave the ship (the rest required to remain on board to support operations). That means for such a ship, perhaps 750 crew members will leave the ship and use the services of the buses we provide – primarily on Route 12. Considering some 32,000 passengers this year, and an anticipated 73,000 passengers during next year's cruise ship season, the number of crew members using Route 12 (possibly 18,000 next year!) has an enormous impact on the number of rides upon which the funding we receive for operations is determined.

Summer routes, Route 17 and the Seaside Streetcar, will end at the end of September. Ridership numbers are expected to show good ridership during the season. We'll be glad to have those driver hours back on regular routes to give the drivers a much-needed respite! We are planning a barbeque for our October Drivers' Meeting to recognize and appreciate the great effort made by our drivers to maintain a high level of service though the busy summer season. Staff and Board member are invited! Tentative date: October 23rd.

RIDE ASSIST
September 2019 Report
Jennifer Geisler

- August 2019, RideAssist had a total of 1,047 rides for an average of 38 rides per day. There were 703 ADA rides, zero Dial-A-Ride, 137 personal care attendants, and we provided 207 Medicaid rides for NorthWest Rides.
- There were zero ride denials for ADA Paratransit.
- ADA Paratransit Report

Number of completed applications received in August: 14
Number of incomplete applications received in August: 0
Number of interview/assessments scheduled: 1
Number of interview/assessments completed: 1
Number of determinations made: 11
 Within 21 days: 13
 More than 21 days: 4
Determination by type:
 Unconditional: 17
 Conditional: 0
 Temporary: 4
 Not eligible:
Number of appeals requested: 0
Number of appeals heard: 0

RideAssist Fares Collected/Billed for August 2019

- Para-transit Fares: \$847
- Tickets Collected: \$491
- Medicaid Billed: \$2887
- Ticket books sold: \$600

Mobility Manager
September, 2019 Mobility report
Jason Jones

- The transit center responsibilities have taken a little more time than initially thought at the beginning. Balancing Mobility Management and the Veterans transportation along with the Transit Center is challenging but can be maintained for the limited duration required until a new supervisor is installed.
- I was able to fit only 1 travel training in during the month of August. I reached out to 5 people to try and schedule a training and all but 1 were away on vacation. I have maintained my connection with the Life Transition teachers at both Seaside and Astoria High Schools and look forward to completing several Transit Engagements in the coming months as school ramps back up. The goal with the transit engagement classes at the school is to help fill in the small portion of information a student may need in order to get themselves to an after school job or make it to other family members in the county. We are not there to completely travel train individuals as that is the responsibility of the school district's transition class. I will be attempting to "train the trainer" with the teachers themselves in hopes that they will be able to do the 1 on 1 trainings without my interventions.
- I have tried to reach out to several other potential partners that would help us bring education to the community. Retirement communities, businesses, and eventually the parole and probation office in order to help those being released find accessible transportation to keep up with their responsibilities.
- The Veterans Enhanced Transportation Program (VETP) provided 12 trips to our local Veterans.
- I have continued in my meetings with the Lower Hispanic Council and always come away with a renewed sense of great potential. SETD is in a great position to help assist those that are not on the bus route or some who do not use the service because of language barriers. I will continue in my efforts to outreach and bring transit education to this community and hopefully see an increase in ridership.



Outreach and Education
September 2019 Board Report
Mary Parker

Tongue Point Job Corp Student Transit Training- All going well with the 8 AM Tuesday transit training classes. I have included information about cab fare in the discussion because many are used to calling Uber which we do not have and students may have to use a cab to make it back to base if they miss a bus or if they arrive in Astoria after the SETD and the TPJC buses are no longer running or during the weekend.

Outreach- I have continued to deliver schedules in Warrenton Astoria and Seaside. We are planning to do away with the large paper schedules which contain a map and all of routes and switch to single route schedules. This will allow us to print individual schedules in house as needed. It will reduce printing costs and make it easier to update our schedules as needed. We will continue to place the large map schedules in our shelters.

Mobility- The weekly Transit Engagement sessions first phase of outreach has taken place and we are currently starting the second phase. Flyers are posted on Facebook and our web page and up in most of our shelters. Flyers have been emailed to various public services. Rack cards and flyers are being distributed to senior centers, public services, hospitals, clinics, schools and will be available on buses.

Safety Fair- I attended the North Coast Safe Kids Safety Fair on September 7th from 9 to 2 in the Walmart Parking lot. SETD and Transportation Options focused on Pedestrian Safety. This coincides with the current focus that “Every Intersection Is A Cross Walk” campaign. I discussed what a designated crosswalk looks like and what to do when there isn’t an obvious or designated crosswalk. I also discussed being safe and seen when walking or riding a bike and distributed flashers and reflective bands to use as it is getting darker earlier.

Transportation Options- I am continuing to distribute information about the “Get There Challenge”. This is very similar to the Drive Less Challenge from the past few years that encourages the use of carpools, vanpools, transit, biking, walking or teleworking to make trips greener, friendlier and less expensive. Participants keep track of and log in the type of transportation they are choosing instead of using single occupancy vehicles which makes them eligible to win prizes. The 2019 “Get There Challenge” takes place from October 7th through 21st. For more information or to register go to- Info@GetThereOregon.org

