



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

TELEPHONIC BOARD MEETING AGENDA

THURSDAY APRIL 23, 2020

9:00 AM

Astoria Transit Center, 900 Marine Drive Astoria, OR

Call in numbers:

888-853-5247 or 888-788-0099

Meeting ID 912 3219 3434

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3-minute limit) Please email jeff@ridethebus.org by April 22nd at 5:00. All comments will be read into the record.
5. APPROVAL OF BOARD MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS
8. OLD BUSINESS
 - a. Ordinance 2020-01 Second Reading and Adoption
9. NEW BUSINESS
 - a. Compliance Review Final Report
 - b. Grant Letter of Affirmation
 - c. Procurement Policy Adoption
 - d. RLS & Associates Agreement Approval
 - e. Shelter Procurement
 - f. Executive Director Vacation Carryover Request
 - g. Executive Director Performance Evaluation
10. CORRESPONDENCE
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. OTHER ACTIONS



**Sunset Empire Transportation District
Board of Commissioners
DRAFT Minutes for
February 27, 2020 Board Meeting**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE- Chair Debbie Boothe-Schmidt called the meeting to order at 9:00 AM.
2. ROLL CALL:
Present: Chair Debbie Boothe-Schmidt, Vice Chair Tamra Taylor, Commissioner Kevin Widener, Commissioner Pamela Alegria, Commissioner Diana Nino and Commissioner Charles Withers. Secretary Treasurer Tracy MacDonald excused

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker, Mobility Manager Jason Jones and Transportation Options Specialist Kathy Kleczek

Arla Miller Regional Transit Coordinator ODOT Rail and Public Transit Division

Chair Debbie Boothe-Schmidt thanked Mary Parker for the transcription she had completed on the previous minutes and also asked that Board members wait until they are called on so they are not talking over each other or interrupting each other and to please speak loudly so you can be heard on the recording.
3. CHANGES TO AGENDA- Commissioner Alegria requested an update of the Board's trip to Portland on the Columbia Connector. Chair Boothe-Schmidt placed this under Old Business item b.
4. PUBLIC COMMENT (3 minutes)- Scott Staples shared some concerns about transit service in the Knappa/Svensen since the changes were implemented.
Harvey shared concerns with connections at the Fred Meyer stop.
Jolene Wesley said she was representing Emerald Heights and they are requesting another shelter be added due to families and children waiting in the rain to catch the bus.
Debbie Courtney shared her concern about where the buses were going off of Avenue U.
5. APPROVAL OF THE MINUTES: December 2019 and January 2020
Commissioner Widener moved to approve the December minutes as amended
Commissioner Taylor seconded
Discussion- Commissioner Alegria asked for clarification on the oversight of credit card increases and use. Executive Director Hazen said due to previous card limits we were having to share cards to cover travel expenses. Paul Lewicki said the limits are not accumulative and we do not maximize the monthly limits and the scrutiny on the credit cards is quite good. Receipts must be turned in and missing receipts must be justified, and a form filled out. Tracy also added that PO's must be filled out prior to purchases over \$100. Commissioner Alegria also said that since there is a plan to spruce up the conference room, she suggests we also improve the signage in the shelters and in the transit center, so it looks less cluttered. Commissioner Widener said on page 13 he believes Commissioner Nino voted no.
Mary will check the recording again and will let the Board know at the next meeting.
Commissioner Alegria- Aye
Commissioner Widener- Aye
Commissioner Taylor- Aye
Commissioner Nino- Aye
Commissioner Withers- Aye
Chair Boothe-Schmidt- Aye
Motion passed unanimously

Commissioner Withers moved to approve the January 2020 minutes as amended

Commissioner Widener seconded the motion

Discussion- Commissioner Nino reported Correspondence was misspelled. Commissioner Alegria asked why Route 15 and Route 16 have different numbers since they are the same route. Paul Lewicki said that all the weekend routes have a different number. Executive Director Hazen said the routes are not the same and it is necessary to have them as separate route numbers for reporting information with the different funding sources.

Commissioner Alegria-Aye

Commissioner Widener- Aye

Commissioner Taylor- Aye

Commissioner Nino- Aye

Commissioner Withers- Aye

Chair Booth-Schmidt- Aye

Motion passed unanimously

6. COMMISSIONER REPORTS-

- a. Commissioner Withers- Reported he enjoyed the conference and learned more about the ethics of being in public service and what looks improper should have some looking into. He thought most of the presenters were engaged however he noticed Tamara got overlooked a few times with her questions as the speaker only focused on one side of the room.
- b. Commissioner Nino- Reported that she was grateful that she got to have all that experience at the beginning of her appointment as a Commissioner on the Board and it was nice to meet people from all over the state. She added that she really liked the closing ceremony and seeing what others transit services are doing and coming up with solutions.
- c. Commissioner Taylor- Reported that she echoes what has been said. She thought it was interesting that when she talked to commentators and presenters, they all knew who we were. Tamara added that she was extremely moved by the presentation to the gentleman that was recognized for his 48 or so years of service on a board in Tillamook
- d. Commissioner Widener- Reported that it was kind of hit or miss on his attending. Some of the presentations were not as good but most of them were. The Ethics session needs to be refined as 90 minutes was not enough time and all the interrupting with hypothetical questions was not good. They should have had the questions saved to the last, but overall, it was good.
- e. Commissioner Alegria- Reported that the session on Urban Renewal was the best she had ever attended. She also thought the presentation on Ethics did not go far enough and there is that gray area that they did not cover. The Board and Staff session should have been all morning but did enjoy the conference.
- f. Chair Booth-Schmidt reported that she enjoyed the conference very much and it was nice to see that we all attended.

7. FINANCIAL REPORT- Tracy Lofstrom reviewed the January 2020 Financial and Exception report. Tracy clarified and reviewed questions. No changes or corrections were made.

Commissioner Widener moved to accept the January 2020 Financial Report as presented

Commissioner Withers seconded the motion

Discussion-None

Motion passed unanimously

8. OLD BUSINESS-

- a. Report from Special Districts Association on Conference in Seaside was completed earlier.
- b. Update on Routes and Ridership- Executive Director Hazen reported that ridership increased 7% first week, second week was 24% increase and last week we experienced a 30% increase which is 1000 more rides. The Route 101 is now leaving Astoria every 49 minutes.
- c. Board trip on the Columbia Connector to Portland- March 22nd at 7:15 AM and will return by 1:23 PM

*Chair Boothe-Schmidt called for a 5-minute break at 9:52 AM
Meeting was called back to order at 9:58 AM*

9. NEW BUSINESS

a. Memorandum of Understanding with Columbia Memorial Hospital-

Executive Director Hazen explained that this MOU has been requested by CMH so that in the event of an emergency SETD will provide evacuation services for patients at the hospital. Patients would likely be evacuated to the Astoria Middle School or Clatsop Community College. CMH is required to have these MOU's in place as part of their accreditation. Hazen said our legal counsel has reviewed and approved of the language in the MOU. Staff is recommending that the Board approve the MOU with CMH and authorize the Board Chair to sign. Commissioner Alegria asked what the date of execution is. Hazen said the date signed. Commissioner Alegria asked about incomplete sentence on Page 4 "Upon receipt of?" Hazen said he will add "of notification". Commissioner Alegria asked about statement on Page 34 # 10 saying the District waves the right to file a claim for any amount of payment schedule loss and what would happen if we lost one of our busses while transporting. Executive Director Hazen said our insurance would cover it. Commissioner Nino asked if we have had previous agreements like this. Executive Director Hazen said that we have had a similar MOU with Astor House a senior living facility in Astoria.

Commissioner Widener moved to enter into the MOU with Columbia Memorial Hospital and authorize the Board Chair to sign

Commissioner Withers seconded the motion

Discussion- None

Commissioner Alegria- Aye

Commissioner Widener- Aye

Commissioner Taylor- Aye

Commissioner Nino- Aye

Commissioner Withers- Aye

Chair Boothe-Schmidt- Aye

Motion passed unanimously

b. Budget Officer Appointment- Executive Director Hazen explained that each year the Board needs to designate a Budget Officer prior to the budget cycle. The Board has designated the Executive Director as the Budget Officer for the past few 5 years, but you can also consider appointing another staff person such as the Finance Officer. Staff is recommending that you appoint a Budget Officer for the FY 2020-2021 budget cycle. Commissioner Nino asked what the main function of the Board Officer is? Executive Director Hazen said to ensure the budget is formulated, present the budget to the Budget committee and bring the budget to the Board for adoption. Commissioner Taylor asked if in the past has there ever been anyone else besides the Director as a Budget officer. Mary said not since she had been here. Kathy Kleczek said there had been times when we were on the board when it has been the Finance Director.

Commissioner Taylor moved to approve Executive Director Hazen as the Budget Officer for the 20-21 Budget Cycle

Commissioner Widener seconded the motion

Discussion- None

Motion passed unanimously

c. Budget Calendar Approval- Executive Director Hazen explained that the Board needs to designate the dates that the budget meetings will be held. The Board discussed various dates and times.

Commissioner Taylor moved that the 2021 Fiscal Year Budget Training will be on May 7th from 3-5 pm, the First Budget Meeting will be on May 16th from 9 am to 3 pm and the second Budget

Meeting (if needed) will be on May 21st at 3 pm and the Budget Hearing will be during the regular Board meeting on June 25th at 9 am.
Commissioner Withers seconded the motion
Discussion-None
Motion passed unanimously

d. ORDINANCE 2020-01- FIRST READING

Executive Director Hazen explained that this ordinance is to Amend Police Ordinance 2017-01 concerning repulsive odors. When reviewing our ordinance adopted in 2017, ODOT staff had a concern with the verbiage on repulsive odors. They ran it by RLS and Associates, who shared the same concern that it could potentially violate someone's civil rights. RLS is the firm that ODOT contracts with to do compliance reviews for all rural agencies in Oregon. They also said that the FTA had been looking at this as well. They recommended removing that section and I disagreed. We feel very strongly about having the ability to deal with someone that has a repulsive odor. There have been instances in the past where someone got on the bus and everyone else got off of the bus because of the odor. When we have a situation like this, we involve Jason who can work with the rider to see how we can accommodate them if it is a condition that they have no control over. When we wrote this ordinance, it was modeled after the ordinances of Salem/Kaiser Transit and Lane Transportation District. Their ordinances had the same language about repulsive odors. After doing further research, Executive Director Hazen said he came up with the new language that is in this amendment and RLS added the last sentence. Staff is asking that the first reading be made by title only. The second reading and adoption will be held at the March meeting.

Commissioner Widener moved to have the first reading of Ordinance 2020-01 read by title only
Commissioner Alegria seconded the motion
Discussion-None
Motion passed unanimously
Executive Director Hazen read ORDINANCE 2020-01 by title only.

f. Presentation on District Funding- Executive Director passed out copies of the presentation he made to Board explaining District Funding.

g. Presentation on SETD Organization- Executive Director passed out copies of the presentation he made on employees and SETD Organization.

10. CORRESPONDENCE- Mary said that correspondence received was included in the Board Pack. Ongoing emails received are responded to by staff as soon as possible.
11. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen said that he did not have anything to add to his report.
12. LEADERSHIP TEAM REPORTS-
13. PUBLIC COMMENT (3 minutes)- None
14. OTHER ITEMS-

Meeting was adjourned 11:00 AM

Mary Parker, Recording Secretary

Secretary/Treasurer _____
Tracy MacDonald

Date _____

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



**Sunset Empire Transportation District
Board of Commissioners
Emergency Board Meeting
March 24, 2020 4:00 PM
Telephonic Meeting**

1. CALL TO ORDER - Chair Debbie Boothe-Schmidt called the meeting to order at 4:02 PM.
2. ROLL CALL:
Present: Chair Debbie Boothe-Schmidt. Via phone: Vice Chair Tamra Taylor, Secretary Treasurer Tracy MacDonald, Commissioner Diana Nino, Commissioner Kevin Widener, Commissioner Pamela Alegria and Commissioner Charles Withers.

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker, Mobility Manager Jason Jones, Paratransit Supervisor Jennifer Geisler and Transportation Options Specialist Kathy Kleczek
3. CHANGES TO AGENDA- None
4. PUBLIC COMMENT (3 minutes)-None
5. NEW BUSINESS
 - a. **Contagious Virus Response Plan-** Executive Director Hazen reviewed the SETD Contagious Virus Response Plan. Hazen said he used Lane County Transit's plan as a template. Commissioner Nino asked if the Union has been informed of this plan. Executive Director Hazen said he had shared this plan and other information with the Union and will continue to inform them of changes. Hazen reported bus disinfection takes place at the end of the day but beyond that we have now hired 12 Sanitation Technicians that ride and disinfect the buses continually. The Transit Center lobby is being disinfected continually and chairs removed to allow the 6-foot distancing. Commissioner Widener asked what measures are being taken to protect the new technicians. Hazen said they are supplied with gloves, masks and wipers and all employees received a Pandemic Flu Preparedness kit which contains masks and sanitizer. Commissioner Nino thanked Hazen for hiring the Sanitation Technicians. Commissioner Withers asked if the 6 feet of separation is working for the drivers. Hazen said yes. Hazen said there is a shortage of masks, sanitizer and other supplies so Tracy will continue to watch this and order as items become available and we will have stock in reserve in case this happens again. Commissioner Taylor thanked Executive Director Hazen for the tremendous work he has put into this and what has been accomplished so far. Hazen said we could be tasked with the purchase and administration of vaccines or treatment for those to employees who have the greatest exposure. Commissioner Nino asked if insurance would cover employees who received vaccines or treatment? Hazen said that we would probably purchase directly. Hazen also reviewed the Reduced Service and Restoration of Services Plans.
 - b. **Fare-** Executive Director Hazen said there has been a lot of discussion throughout the country about going fare free in response to COVID 19 which would reduce any transportation barriers for those working for essential businesses and medical services and also would reduce cash handling and prevent germ transmission. Executive Director Hazen proposed the temporary suspension of all fares for fixed route and paratransit rides effective March 25th through the end of April. We will discuss any extension at the April Board Meeting. This would involve all routes except for the Columbia Connector. Hazen also said that we will announce that those that purchased a monthly pass for March can use that pass during the month of April.

Executive Director Hazen said he will be attending Oregon Transportation Association emergency meeting by phone and encouraging them to work with the Governor's office to make sure we have the same designation as an essential business. Hazen said we are also working with CTAA to encourage Congress to provide financial assistance to public transit agencies in the Supplemental Appropriations Bill. Hazen said he has not seen the latest action but has reached out to Wyden, Merkley and Representative Bonamici who he feels will all be supportive.

Commissioner Withers moved to temporarily suspend all bus fares in Clatsop County and revisit in no more than 60 days.

Commissioner MacDonald seconded the motion

Discussion: Commissioner Withers said we do not know how long this is going to last but I think we should take another look at this in about 60 days out. Commissioner Nino agreed. Commissioner MacDonald agreed. Commissioner Widener said this is a little longer than I had in mind but am ok with it. Commissioner Widener added that the average shelf life of a dollar bill is a year and a half and the life expectancy of the virus on that dollar bill is 3 times that. Commissioner Alegria agreed.

Commissioner Withers amended the original motion add that the fare suspension will begin on March 25, 2020 and end on May 31, 2020.

Commissioner MacDonald seconded the amended motion.

Commissioner Alegria-Yes

Commissioner Widener- Yes

Commissioner Taylor- Yes

Commissioner Nino- Yes

Commissioner Withers- Yes

Commissioner MacDonald-Yes

Chair Boothe-Schmidt- Yes

Motion passed unanimously

- c. **Transit Center Operations**-Executive Director Hazen reported that it has been very slow at the transit center, sales are also low and due to a staffing shortage, the Seaside Transit office was closed this week. Hazen said staff feels that we could temporarily suspend service at the Astoria Transit Center and Seaside Transit Office to reduce employees face to face interactions and with the March 25th suspension of fares there would not be a need to sell monthly passes or make change. Hazen said the NW Point bus tickets are available online and a CSR will be at the transit center Monday through Friday to answer phones, communicate with drivers and for a few days following the closure, open the door to individuals who need to purchase a NW Point ticket an hour before the buses scheduled departure time. CSR's will be assigned other duties within the District. Staff is recommending that, effective on March 25th, 2020, the District close the Astoria Transit Center and the Seaside Transit Office until further notice. Commissioner Nino asked what other services are provided at the Transit Center that riders will miss. Executive Director Hazen said bus schedule information which can be accessed on the web, the Transit App. and by calling the transit center. Commissioner Nino requested that posters be placed on the Transit Center windows in English and Spanish that will detail all the ways to access all bus services and schedule information. Commissioner Alegria asked what if someone cannot purchase a ticket online? Executive Director Hazen said he would open the door and assist them. Commissioner Taylor moved to close the Astoria Transit Center and the Seaside Transit Office until further notice

Commissioner Widener seconded the motion

Discussion- None

Commissioner Alegria-Yes

Commissioner Widener- Yes

Commissioner Taylor- Yes

Commissioner Nino- Yes

Commissioner Withers- Yes

Commissioner MacDonald-Yes

Chair Boothe-Schmidt- Yes

Motion passed unanimously

- d. **Service Adjustments Authority**-Executive Director Hazen reviewed the ridership spread sheets that show the current ridership in comparison to the previous year's ridership. Hazen said there has been a significant change in ridership since the Governors announcement this past week. Hazen said these reports are what he and Paul will be using to help determine when service cuts may need to be made. Hazen said their decisions will be based on ridership data, equity and funding streams. Executive Director Hazen said he is asking the Board for authority to make needed service cuts. Hazen will inform the Board and the public before cuts are made and a total cut in service will not be made without the Board's approval.

Commissioner Alegria moved to give the Executive Director and the Deputy Director the authority to make route adjustments as necessary

Commissioner Widener seconded the motion

Discussion-None

Commissioner Alegria-Yes

Commissioner Widener- Yes

Commissioner Taylor- Yes

Commissioner Nino- Yes

Commissioner Withers- Yes

Commissioner MacDonald-Yes

Chair Boothe-Schmidt- Yes

Motion passed unanimously

Meeting was adjourned 5:35 PM

Mary Parker, Recording Secretary

Secretary/Treasurer_____

Tracy MacDonald

Date_____

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

NOTE on Reviewing Financials: Month 8 = 66.67% of Fiscal Year Budget*

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$2,804,936 (\$738,394 more than budget), 88% of annual budget and 135.7% of monthly budget. YTD Total Materials & Services was \$595,067 (\$122,959 less than budget), 54% of annual budget and 82.9% of monthly budget.

Revenue

- 4000 Fares: Revenues for the month were \$15,119; \$1,881 less than monthly budget and \$9,750 less than budget YTD.
- 4015 Paratransit Fares: Revenues for the month were \$7,064; \$2,564 more than monthly budget and \$6,340 more YTD.
- 4090 Donations/Commissions: Under budget \$578 for the month and over budget YTD by \$1,533.
- 4100 Contract Service-IGA: Over budget for the month \$781 and over budget YTD \$11,716.
- 4200 Taxes: \$8,604-property taxes received in February. Over budget YTD \$23,146.
- 4250 Timber Sales: \$73,970 was received. Over budget for month \$11,970. Under budget YTD \$124,193.
- 4272 Parking: All spaces are rented.
- 4300 Interest: February interest received was \$1,735. Over budget YTD \$3,048.
- 4310 Misc. Income: Laminating, misc. and cash drawer activity.
- 5000 Grants: \$136,818 was received for Q2 FY20. The remaining \$35,777 was received in March.

Expense

- 6005 Salaries & Wages: Over budget for the month \$11,107. Under budget YTD by \$187,726.
- 7000 VET Provider Payments: All Veteran provider rides. Actual for February was \$353.
- 8024 Building Lease: The storage units are being billed to this account as well as the Seaside Transit Office.
- 8030 Comp-Info Tech Services: Over budget for month \$4,697. AccuFund quarterly billing - \$4,845 and EcoLane Annual Support - \$3,283. Over budget YTD \$15,529.
- 8036 Conf Training & Travel: Over budget for month \$6,152. SDAO Annual Conference, CTAA registration and CDL testing. Under budget YTD \$1,878.
- 8053 IGA – Dues and Fees: Paid 3rd Q NWOTA dues.
- 8065 Education/Outreach: Over budget, \$1723 for month due to promotion for new LCC route. Under budget YTD \$5,117.
- 8120 Office Expenses: Over budget \$1,607 for month; Over budget YTD \$2,828.

SETD Expense con't

- 8130 Payroll Processing Fees: Over budget by \$4,761 YTD. This will be over budget as we were expecting to be using a different SW program which would have eliminated PR processing fees.
- 8135 Printing: \$345 over budget for month. Under budget YTD \$1,425.
- END

** Fuel under budget YTD \$101,912. Materials & Services are under budget for the month by \$5,776 and under budget \$122,741 for the year.

Follow up items:

**Sunset Empire Transportation District
Profit & Loss Budget Performance
February 2020**

Ordinary Income/Expense	Feb 20	Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
					Better		
					Worse		
Income							
4000 FARES	15,119.46	17,000.00	143,250.14	153,000.00	(9,749.86)	239,200.00	60%
4015 PARATRANSIT FARES	7,064.00	4,500.00	39,140.00	32,800.00	6,340.00	50,800.00	77%
4090 DONATIONS/COMMISSIONS	561.77	1,140.00	9,292.84	7,760.00	1,532.84	11,500.00	81%
4100 CONTRACTED SERVICES-IGA	3,281.00	2,500.00	46,085.80	34,370.00	11,715.80	52,000.00	89%
4200 TAXES							
4205 PROPERTY TAXES	5,713.72	4,500.00	938,464.68	921,100.00	17,364.68	970,000.00	97%
4207 PRIOR YR PROPERTY TAX	2,890.55	1,600.00	19,905.40	14,600.00	5,305.40	24,000.00	83%
4209 INTEREST/PENALTIES	19.22	0.00	475.87	0.00	475.87	0.00	
4210 LAND SALES	0.00	0.00	0.00	0.00	0.00	0.00	
4215 US FISH & WILDLIFE	0.00	0.00	0.00	0.00	0.00	0.00	
Total 4200 TAXES	8,623.49	6,100.00	958,845.95	935,700.00	23,145.95	994,000.00	96%
4250 TIMBER SALES	73,970.34	62,000.00	172,807.07	297,000.00	(124,192.93)	379,144.00	46%
4260 MASS TRANSIT ASSESSMENT	0.00	0.00	59,797.19	52,500.00	7,297.19	70,000.00	85%
4270 RENTAL INCOME	760.00	760.00	7,341.62	7,080.00	261.62	10,500.00	70%
4300 INTEREST	1,735.45	900.00	8,536.35	5,488.00	3,048.35	10,000.00	85%
4310 MISC INCOME	43.59	12.00	2,278.20	96.00	2,182.20	144.00	1582%
4500 RC PROVIDER SERVICE REIM	0.00	0.00	0.00	0.00	0.00	0.00	
5000 GRANTS							
5001 ODOT GRANTS							
5002 5311 GRANT OPERATIONS	125,305.00	122,000.00	393,597.00	366,000.00	27,597.00	501,722.00	78%
5003 5310 MOBILITY MGT GRANT/PM	0.00	37,282.00	59,629.00	101,744.00	(42,115.00)	138,975.00	43%
5004 5310 PREV MAINT GRANT	0.00	0.00	0.00	0.00	0.00	0.00	
5005 5339 CAPITAL PURCH GRANT	0.00	0.00	0.00	0.00	0.00	174,250.00	0%
5006 TRANS OPTIONS DR LESS CON	11,513.00	22,573.00	37,845.00	64,004.00	(26,159.00)	86,577.00	44%
5007 5310 PM DISC	0.00	3,000.00	6,000.00	9,000.00	(3,000.00)	12,000.00	50%
5007 5305 PLANNING/FEASIBILITY	0.00	0.00	0.00	0.00	0.00	0.00	
5015 INTERCITY GRANT (Hwy 30)	0.00	0.00	0.00	0.00	0.00	0.00	
5050 STP-CAPITAL	0.00	0.00	0.00	0.00	0	457,623.00	0
5001 ODOT GRANTS - Other	0.00	0.00	0.00	0.00	0.00	0.00	
Total 5001 ODOT GRANTS	136,818.00	184,855.00	497,071.00	540,748.00	(43,677.00)	1,371,147.00	36%
Total 5000 GRANTS	136,818.00	184,855.00	497,071.00	540,748.00	(43,677.00)	1,371,147.00	36%
5080 OREGON STF FUNDS	0.00	0.00	70,398.00	0.00	70,398.00	0.00	
5090 OREGON STIF							
5091 STIF - DISCRETIONARY	0.00	0.00	136,390.00	136,390.00	136,390.00	0.00	
5092 STIF - FORMULA	0.00	0.00	727,672.00	727,672.00	727,672.00	0.00	
Total 5090 OREGON STIF	0.00	0.00	864,062.00	864,062.00	864,062.00	0.00	
Other Types of Income							

**Sunset Empire Transportation District
Profit & Loss Budget Performance
February 2020**

	Feb 20	Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
Miscellaneous Revenue	0.00		0.00	0.00	0.00	0.00	
Total Other Types of Income	0.00		0.00	0.00	0.00	0.00	
Total Income	247,977.10	279,767.00	2,878,906.16	2,066,542.00	812,364.16	3,188,435.00	90%
Gross Profit	247,977.10	279,767.00	2,878,906.16	2,066,542.00	812,364.16	3,188,435.00	90%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	152,214.78	136,972.00	1,172,118.05	1,232,734.00	60,615.95	1,780,614.00	66%
6200 PAYROLL EXPENSES	14,109.98	16,174.00	137,294.11	145,555.00	8,260.89	210,243.00	65%
6300 EMPLOYEE BENEFITS	38,400.33	41,472.00	254,405.77	373,255.00	118,849.23	539,143.00	47%
Total 1. PERSONNEL SERVICES	204,725.09	194,618.00	1,563,817.93	1,751,544.00	187,726.07	2,530,000.00	62%
2. MATERIALS & SERVICES					0		
7000 VET PROVIDER SERVICE	352.57	833.00	3,973.51	6,667.00	2,693.49	10,000.00	40%
7030 BUS PASSES	0.00	0.00	0.00	0.00	0.00	0.00	
7050 DMAP/CCO Annual Adjustment	0.00		0.00	0.00	\$0.00	0.00	
7750 DMAP Trip Reimb-Other	0.00		0.00	0.00	\$0.00	0.00	
8005 AUDIT	0.00	2,500.00	5,000.00	11,300.00	6,300.00	17,000.00	29%
8010 BANK/MERCHANT FEES	122.05	200.00	1,308.96	1,353.00	44.04	2,000.00	65%
8020 BLDING & GROUNDS MAINT	3,495.90	3,370.00	27,942.40	26,520.00	(1,422.40)	40,000.00	70%
8024 BUILDING LEASE	1,426.00	918.00	9,392.00	7,336.00	(2,056.00)	11,000.00	85%
8030 COMP-INFO-TECH SERVICES	13,171.70	8,475.00	90,628.66	75,100.00	(15,528.66)	109,000.00	83%
8035 CONF TRAINING & TRAVEL	8,651.73	2,500.00	18,121.82	20,000.00	1,878.18	30,000.00	60%
8040 DONATIONS/CONTRIBUTIONS	0.00		0.00	0.00	0.00	0.00	
8045 HR EXPENSES	405.50	425.00	2,793.07	3,300.00	506.93	5,000.00	56%
8049 ADS (HR JOB POSTING)	98.39	203.00	931.81	1,210.00	278.19	2,000.00	47%
8050 DUES SUBSCRIPTIONS & FEES	329.50	1,250.00	10,039.94	10,000.00	(39.94)	15,000.00	67%
8053 IGA - DUES AND FEES	3,000.00	0.00	9,000.00	6,000.00	(3,000.00)	12,000.00	75%
8055 DURABLE EQUIP/SMALL TOOLS	217.42	4,835.00	33,864.99	28,660.00	(5,204.99)	44,000.00	77%
8061 EQUIPMENT LEASE/RENT	188.00	225.00	1,504.00	1,800.00	296.00	2,700.00	56%
8065 EDUCATION/OUTREACH	2,973.18	1,250.00	4,882.74	10,000.00	5,117.26	15,000.00	33%
8070 EMPLOYEE RECOGNITION	25.98	380.00	3,932.52	8,480.00	4,547.48	10,000.00	39%
8072 ELECTION FEES	0.00	0.00	0.00	0.00	0.00	0.00	
8075 FUEL	18,548.88	27,666.00	119,421.89	221,334.00	101,912.11	332,000.00	36%
8080 INSURANCE	0.00	0.00	32,652.21	32,742.00	89.79	65,000.00	50%
8090 LEGAL ADS	0.00	68.00	0.00	536.00	536.00	800.00	0%
8095 LEGAL COUNSEL	975.00	1,230.00	3,404.50	9,880.00	6,475.50	14,800.00	23%
8096 UNINSURED LOSS	0.00	0.00	5,000.00	7,500.00	2,500.00	15,000.00	33%
8100 MEETING EXPENSE	54.91	125.00	1,115.18	1,000.00	(115.18)	1,500.00	74%
8120 OFFICE EXPENSES	2,857.46	1,250.00	12,827.71	10,000.00	(2,827.71)	15,000.00	86%
8130 PAYROLL PROCESSING FEES	602.80	42.00	5,093.63	333.00	(\$4,760.63)	500.00	1019%
8135 PRINTING	1,594.75	1,250.00	8,575.42	10,000.00	1,424.58	15,000.00	57%
8139 PROFESSIONAL SERVICES	1,920.00	4,500.00	26,440.65	36,000.00	9,559.35	54,000.00	49%

**Sunset Empire Transportation District
Profit & Loss Budget Performance
February 2020**

	Feb 20	Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Act to Budget
8140 SUBGRANT PASS THROUGH	0.00	0.00	0.00	0.00	0.00	0.00	
8150 TAXES/LICENSES/BUS REG FEE	126.50	208.00	531.85	1,668.00	1,136.15	2,500.00	21%
8155 TELEPHONE/INTERNET SERVICE	4,355.73	4,333.00	37,718.36	34,668.00	(3,050.36)	52,000.00	73%
8160 UNIFORMS	446.84	666.00	6,950.23	5,334.00	(1,616.23)	8,000.00	87%
8165 UTILITIES	2,709.36	2,500.00	17,555.26	20,000.00	2,444.74	30,000.00	59%
8170 VEHICLE MAINT & REPAIRS	10,254.72	12,920.00	93,283.53	103,305.00	10,021.47	154,960.00	60%
8180 SHOP SUPPLIES	190.79	750.00	1,397.76	6,000.00	4,602.24	9,000.00	16%
Total 2. MATERIALS & SERVICES	79,095.66	84,872.00	595,284.60	718,026.00	122,741.40	1,094,760.00	54%
Reconciliation Discrepancies	0.00		0.00	0.00	0.00	0.00	
Total Expense	283,820.75	279,490.00	2,159,102.53	2,469,570.00	310,467.47	3,624,760.00	60%
Net Ordinary Income	-35,843.65	277.00	719,803.63	-403,028.00		-436,325.00	-165%
Other Income/Expense							
Other Income							
9150 TRANSFER IN	0.00	0.00	0.00	170,000.00	\$170,000.00	1,083,366.00	0%
Total Other Income	0.00	0.00	0.00	170,000.00	\$170,000.00	1,083,366.00	0%
Other Expense							
3. OTHER EXPENSES	0.00	0.00	35,752.49	26,433.13	(9,319.36)	26,433.13	135%
9500-PENALTIES & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	
9600 DEBT SERVICE & INTERES-FEE	0.00	0.00	120.00	120.00	\$0.00	120.00	100%
9625 SDAO FLEXLEASE-PRINCIPAL	0.00	0.00	60,000.00	59,882.00	(\$118.00)	59,882.00	100%
9626 SDAO FLEXLEASE-INTEREST	0.00	0.00	1,575.00	1,553.87	(21.13)	1,553.87	101%
9655 DMAP REPAYMENT AGREEMENT	0.00		0.00	0.00	0.00	0.00	
9700 CAPITAL EXPENSE	0.00	0.00	151,495.00	170,000.00	18,505.00	1,115,017.00	14%
9800 CONTINGENCY	0.00	0.00	0.00	0.00	0.00	190,000.00	0%
9850 TRANSFER OUT	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	0%
Total Other Expense	0.00	0.00	248,942.49	307,989.00	59,046.51	1,443,006.00	17%
Net Other Income	0.00	0.00	-248,942.49	-137,989.00	110,953.49	-359,640.00	69%
	-35,843.65	277.00	470,861.14	-541,017.00	110,953.49	-795,965.00	

Sunset Empire Transportation District
Balance Sheet
 As of February 29, 2020

	<u>Feb 29, 20</u>		
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings	1,013,316.83	Current Liabilities	
Accounts Receivable	125,189.00	Accounts Payable	59,328.63
Other Current Assets	(25,553.04)	Other Current Liabilities	56,979.74
Total Current Assets	<u>1,112,952.79</u>	Total Current Liabilities	<u>116,308.37</u>
TOTAL ASSETS	<u>1,112,952.79</u>	Long Term Liabilities	
		2800 INTERCOMPANY DUE TO/FROM	0.00
		Total Long Term Liabilities	<u>0.00</u>
		Total Liabilities	116,308.37
		Equity	
		3100 NWRC PRIOR PERIOD ADJUST	(1,033.66)
		3200 GF PRIOR PERIOD ADJUST	87,287.68
		3700 FUND BALANCE NWRC-RESTRICT	875,659.11
		3800 FUND BALANCE GENERAL FUND	1,492,163.06
		3900 RETAINED EARNINGS	(1,854,539.76)
		Net Income	397,107.99
		Total Equity	<u>996,644.42</u>
		TOTAL LIABILITIES & EQUITY	<u><u>1,112,952.79</u></u>

Sunset Empire Transportation District
A/R Aging Summary
As of February 29, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
CLATSOP COUNTY SHERIFF'S OFFICE	0.00	225.00	0.00	0.00	0.00	225.00
CLATSOP CRUISE HOSTS	0.00	0.00	0.00	0.00	2,845.00	2,845.00
DHS DMAP	0.00	0.00	0.00	0.00	0.00	0.00
H&R BLOCK	0.00	0.00	0.00	142.50	427.50	570.00
HOMESPUN QUILTS & YARN	0.00	95.00	0.00	0.00	0.00	95.00
HOXIE, RONALD	0.00	0.00	0.00	-190.00	0.00	-190.00
OR TREASURY	0.00	0.00	0.00	0.00	0.00	0.00
PROVIDENCE ELDERPLACE	0.00	60.00	0.00	0.00	0.00	60.00
RC-COLUMBIA PACIFIC	0.00	0.00	0.00	0.00	0.00	0.00
TILLAMOOK CO. TRANS. DIST.	0.00	6,166.00	0.00	808.00	0.00	6,974.00
TOTAL	<u>0.00</u>	<u>6,546.00</u>	<u>0.00</u>	<u>760.50</u>	<u>3,272.50</u>	<u>10,579.00</u>

Sunset Empire Transportation District A/P Aging Summary As of February 29, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ACCUFUND INC.	4,845.00	0.00	0.00	0.00	0.00	4,845.00
ALSCO INC	145.91	0.00	0.00	0.00	0.00	145.91
ART'S AUTOMOTIVE	904.00	0.00	0.00	0.00	0.00	904.00
ASTORIA FORD	5,591.91	0.00	0.00	0.00	0.00	5,591.91
ASTORIA, CITY OF	589.90	0.00	0.00	0.00	0.00	589.90
BOGH ELECTRIC INC	0.00	54.00	0.00	0.00	0.00	54.00
CARTER, JOHN M.	141.45	0.00	0.00	0.00	0.00	141.45
CB LAWN CARE LLC	406.00	0.00	0.00	0.00	0.00	406.00
CENTRIC ELEVATOR	325.00	0.00	0.00	0.00	0.00	325.00
COASTCOM INC	3,350.09	0.00	0.00	0.00	0.00	3,350.09
COMPUTER WORKS NFP SOLUTIONS	187.50	0.00	0.00	0.00	0.00	187.50
CREATIVE BUS SALES INC	984.38	0.00	0.00	0.00	0.00	984.38
EARTH2O	7.00	0.00	0.00	0.00	0.00	7.00
ENDEAVOR BUSINESS MEDIA LLC	0.00	150.00	0.00	0.00	0.00	150.00
ENGLUND MARINE & INDUSTRIAL SUPPLY CO	118.85	0.00	0.00	0.00	0.00	118.85
HEATHER REYNOLDS ATTORNEY	240.00	0.00	0.00	0.00	0.00	240.00
HOME DEPOT CREDIT SERVICES	144.91	0.00	0.00	0.00	0.00	144.91
INDUSTRIAL DIESEL POWER INC	938.90	0.00	0.00	0.00	0.00	938.90
IRON MOUNTAIN INC	81.18	0.00	0.00	0.00	0.00	81.18
JACKSON & SON DISTRIBUTORS INC	3,394.74	0.00	0.00	0.00	0.00	3,394.74
MCCALL TIRE CENTER INC	1,209.68	0.00	0.00	0.00	0.00	1,209.68
NORTH COAST TRUCK PARTS	466.50	0.00	0.00	0.00	0.00	466.50
NW COMMUNITY ALLIANCE INC	1,832.00	0.00	0.00	0.00	0.00	1,832.00
NW NATURAL	231.79	0.00	0.00	0.00	0.00	231.79
NW NAVIGATOR LUXURY COACHES, LLC	1,011.33	0.00	0.00	0.00	0.00	1,011.33
O'REILLY AUTO PARTS LLC	1,111.01	0.00	0.00	0.00	0.00	1,111.01
OFFICE DEPOT INC	1,712.54	0.00	0.00	0.00	0.00	1,712.54
OREGON DEPT OF MOTOR VEHICLES	50.00	0.00	0.00	0.00	0.00	50.00
OREGON STATE POLICE	165.00	0.00	0.00	0.00	0.00	165.00
PACIFIC POWER	1,468.74	0.00	0.00	0.00	0.00	1,468.74
PACIFICSOURCE ADMINISTRATORS INC	760.83	0.00	0.00	0.00	0.00	760.83
POLK RILEY'S PRINTING INC	145.75	0.00	0.00	0.00	0.00	145.75
RC-K & M MEDIVAN	0.00	0.00	0.00	0.00	0.00	0.00
RECOLOGY WESTERN OREGON	171.08	0.00	0.00	0.00	0.00	171.08
ROTARY CLUB OF SEASIDE	52.50	0.00	0.00	0.00	0.00	52.50
SAFEKEEPING STORAGE CENTERS	576.00	0.00	0.00	0.00	0.00	576.00
SECURITY ALARM	145.00	0.00	0.00	0.00	0.00	145.00
SIGN ONE SIGNCRAFTERS	0.00	446.84	0.00	0.00	0.00	446.84
SUNSET AUTO PARTS INC	83.51	0.00	0.00	0.00	0.00	83.51
THE GRAHAM PRIVATE CLIENT LAW GROUP	549.00	0.00	0.00	0.00	0.00	549.00
THRIVE ACCOUNTING & CONSULTING	0.00	1,000.00	0.00	0.00	0.00	1,000.00
TIAA COMMERCIAL FINANCE INC	188.00	0.00	0.00	0.00	0.00	188.00
TILLAMOOK COUNTY TRANSPORTATION	6,282.75	0.00	0.00	0.00	0.00	6,282.75
TRANSPORT WISDOM LTD	555.00	0.00	0.00	0.00	0.00	555.00
VERIZON	540.66	0.00	0.00	0.00	0.00	540.66
WESTERN BUS SALES INC	127.97	0.00	0.00	0.00	0.00	127.97
WILCOX & FLEGEL OIL	15,844.43	0.00	0.00	0.00	0.00	15,844.43
TOTAL	<u>57,677.79</u>	<u>1,650.84</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>59,328.63</u>

Sunset Empire Transportation District
Check Detail
February 2020

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Paid Amount</u>
19787	02/19/2020	CARD SERVICE CENTER	7,418.00
19762	02/06/2020	iFOCUS CONSULTING INC	24,767.60
19806	02/19/2020	SDIS	38,945.12
19781	02/06/2020	WILCOX & FLEGEL OIL	11,707.38
		Total	<u>82,838.10</u>

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
02/06/2020	55906140217003420220

Vendor
Card Service Center PO Box 569100 Dallas, TX 75356

PAID

Bill Due	03/02/2020
Terms	Due 2nd of Month
Memo	01/09 - 02/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL-STAFF	0284 - Jones Lodging - Best Western Title 6 Training	291.41		11-MM
8068 MARKETING/OUTREACH	Travel Insurance - Allianz Insurance	9.00		11-MM
8068 MARKETING/OUTREACH	Train Travel - Amtrack	78.00		11-MM
8036 CONFERENCE/TRAINING FEES	CTAA Expo Conference - CTAA	1,125.00		11-MM
8068 MARKETING/OUTREACH	Mobility Presentation - Amazon.com	69.63		11-MM
8067 EDUCATION	Project Homeless - Costco.com	80.43		11-MM
8067 EDUCATION	Project Homeless - Amazon.com	70.94		11-MM
8067 EDUCATION	Project Homeless - Fred Meyer	26.76		11-MM
8067 EDUCATION	Project Homeless - Home Depot	8.97		11-MM
8068 MARKETING/OUTREACH	Schedules/Posting Supplies - Staples	27.95		05-FR-OPS
8068 MARKETING/OUTREACH	Schedules/Posting Supplies - Home Depot	21.62		05-FR-OPS
8036 CONFERENCE/TRAINING FEES	0326 - Hazen CTAA Expo Conference - CTAA	1,025.00		02-EXEC
8121 OFFICE SUPPLIES	Office Supplies - Staples	70.98		02-EXEC
8038 TRAVEL-STAFF	Flight Deposit - United	239.99		02-EXEC
8070 EMPLOYEE RECOGNITION	Doughnuts - Heavenly Donuts	25.98		02-EXEC
8031 WEBSITE/ON-LINE SW SUB	Apple.com	0.99		02-EXEC
8031 WEBSITE/ON-LINE SW SUB	Apple.com	11.99		02-EXEC

Bill

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 900 Marine Drive
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Bill Due	03/02/2020
Terms	Due 2nd of Month
Memo	01/09 - 02/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8060 OTHER DURABLE GOODS	Cables - Fred Meyer	19.99		02-EXEC
8038 TRAVEL-STAFF	OTC Meal - Stanford's Lake Oswego	26.65		02-EXEC
8038 TRAVEL-STAFF	Meal Budget Training - Gallucci's Pizzeria	19.45		02-EXEC
8038 TRAVEL-STAFF	Meal Budget Training - Thai bay Restaurant	15.50		02-EXEC
8038 TRAVEL-STAFF	Lodging Budget Training - Best Western	92.36		02-EXEC
8031 WEBSITE/ON-LINE SW SUB	MSFT	88.64		02-EXEC
8049 ADS (HR JOB POSTING)	Job Posting - Indeed	98.39		05-FR-OPS
8031 WEBSITE/ON-LINE SW SUB	Subscription - Shutterstock	29.00		02-EXEC
8068 MARKETING/OUTREACH	Rider Appreciation - Safeway	47.96		05-FR-OPS
8068 MARKETING/OUTREACH	Rider Appreciation - Safeway	16.56		05-FR-OPS
8150 TAXES/LICENSES/BUS REG FE	1092 - Lewicki PDX Bus Registration - ODOT DMV	126.50		STIF DISC
8121 OFFICE SUPPLIES	Batteries - Fred Meyer	18.49		13-MAINT-OPS
8172 OUTSIDE SERVICES	Driver Keys - ACoastal Lock	56.00		05-FR-OPS
8121 OFFICE SUPPLIES	Office Supplies - Amazon	14.45		04-TRAN
8177 PM OUTSIDE SERVICES	Diagnos/Correct Bus 92 P.O. 4129	299.99		14-MAINT-PM14
8021 B&M GENERAL	Ballast Lights TC - Amazon.com	56.65		13-MAINT-OPS
8038 TRAVEL-STAFF	Meal Bus Delivery - Indy Diner	32.82		05-FR-OPS
8176 PM PARTS	Bus Parts - Grainger	50.72		14-MAINT-PM14

Bill

Sunset Empire Transportation District
 900 Marine Drive
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Memo	01/09 - 02/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8060 OTHER DURABLE GOODS	Rubber Stamp - Vistaprint.com	26.98		04-TRAN
8121 OFFICE SUPPLIES	Sq. Adaptors - Staples	18.00		STIF DISC
8121 OFFICE SUPPLIES	Microphone - Fred Meyer	30.00		01-NODEP
8121 OFFICE SUPPLIES	Microphone - Fred Meyer	99.99		01-NODEP
8176 PM PARTS	Bus Parts Bus 21 - Amazon.com P.O. 4153	298.16		14-MAINT-PM14
8176 PM PARTS	Lamp/Reflector Bus 1902 - Prevost	69.30		STIF DISC
8172 OUTSIDE SERVICES	Door Keys Ptd Bus - Prevost	6.00		STIF DISC
8172 OUTSIDE SERVICES	Key Blank Ptd Bus - Prevost	19.33		STIF DISC
8121 OFFICE SUPPLIES	Hooks - Home Depot	5.48		04-TRAN
8021 B&M GENERAL	Grd Hemlock - Builders FirstSource	57.98		05-FR-OPS
8060 OTHER DURABLE GOODS	Keyboard - Staples	53.96		04-TRAN
8056 COMPUTER HARDWARE	Square Reader - Staples	19.98		STIF DISC
8176 PM PARTS	Tire Chair Ramp Bus 1901/1902 P.O. 4134 - Amazon.com	139.99		STIF DISC
8038 TRAVEL-STAFF	Meal Ptd Bus Ride - Indy Diner	23.64		STIF DISC
8038 TRAVEL-STAFF	Meal Ptd Bus Ride - Indy Diner	16.07		STIF DISC
8038 TRAVEL-STAFF	Lodging Ptd Bus - Holiday Inn	104.20		STIF DISC
8038 TRAVEL-STAFF	Meal Ptd Bus Ride - Holiday Inn Restaurant	10.00		STIF DISC
8121 OFFICE SUPPLIES	Office Supplies - Staples	99.97		05-FR-OPS
8038 TRAVEL-STAFF	1100 - Parker Flight K. Kleczak - Alaska	343.80		12-TO
8122 POSTAGE-SHIPING	Postage - USPS	110.00		01-NODEP
8031 WEBSITE/ON-LINE SW SUB	Adobe ID	20.99		02-EXEC
8121 OFFICE SUPPLIES	Office Supplies - Staples	33.97		02-EXEC

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

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PAID

Bill Due	03/02/2020
Terms	Due 2nd of Month
Memo	01/09 - 02/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8031 WEBSITE/ON-LINE SW SUB	Adobe Acrobat	14.99		02-EXEC
8068 MARKETING/OUTREACH	Rider Appreciation - Smart Foodservice	104.12		05-FR-OPS
8068 MARKETING/OUTREACH	Rider Appreciation - Safeway	101.47		05-FR-OPS
8031 WEBSITE/ON-LINE SW SUB	Facebook	5.85		02-EXEC
8068 MARKETING/OUTREACH	Rider Appreciation - Fred Meyer	35.14		05-FR-OPS
	1209 - Farmer			
8122 POSTAGE-SHIPPING	Postage - USPS	69.99		02-EXEC
8122 POSTAGE-SHIPPING	Postage - USPS	55.00		08-PT-OPS
8036 CONFERENCE/TRAINING FEES	Boli Registration - Boli	99.00		02-EXEC
8036 CONFERENCE/TRAINING FEES	Boli Registration - Boli	198.00		04-TRAN
8048 HR EXPENSES	ID Card - Fleet Maintenance	13.83		04-TRAN
8048 HR EXPENSES	ID Card - FR Drivers	27.67		05-FR-OPS
8121 OFFICE SUPPLIES	Office Supplies - Staples	49.97		02-EXEC
8121 OFFICE SUPPLIES	Office Supplies - Staples	35.99		02-EXEC
8121 OFFICE SUPPLIES	Office Supplies - Staples	33.99		03-FIN
8048 HR EXPENSES	ID Badges - Full Identity	29.66		05-FR-OPS
8048 HR EXPENSES	ID Badge - Full Identity	14.84		13-MAINT-OPS
8036 CONFERENCE/TRAINING FEES	LCHRMA Registration - LCHRMA	20.00		02-EXEC
8048 HR EXPENSES	ID Badges - Full Identity	32.50		05-FR-OPS
	1217 - Kleczak			

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

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02/06/2020	55906140217003420220

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Card Service Center PO Box 569100 Dallas, TX 75356

PAID

Bill Due	03/02/2020
Terms	Due 2nd of Month
Memo	01/09 - 02/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8036 CONFERENCE/TRAINING FEES	NSMS Registration - Capitol Services	495.00		12-TO
8100 MEETING EXPENSE	Meal CB Chamber Meeting - Pig n Pancake	19.10		12-TO
8100 MEETING EXPENSE	Meal To Go Meeting - Rain or Shine Coffee House	12.82		12-TO
8038 TRAVEL-STAFF	Meal - Daisy Mays	14.25		12-TO
8121 OFFICE SUPPLIES	Office Supplies - Staples	9.28		12-TO
8100 MEETING EXPENSE	Mael Tillamook Meeting - Pelican Brewing	22.99		12-TO

Expense Total : 7,418.00

Bill Total : \$7,418.00

NOTE on Reviewing Financials: Month 9 = 75% of Fiscal Year Budget*

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$2,963,639 (\$845,513 more than budget), 93% of annual budget and 139.9% of monthly budget. YTD Total Materials & Services was \$647,184 (\$177,979 less than budget), 59% of annual budget and 78.4% of monthly budget.

Revenue

- 4000 Fares: Revenues for the month were \$14,336; \$3,664 less than monthly budget and \$13,414 less than budget YTD.
- 4015 Paratransit Fares: Revenues for the month were \$5,193; \$693 more than monthly budget and \$8,783 more YTD.
- 4090 Donations/Commissions: Under budget \$1,204 for the month and over budget YTD by \$329. \$725 was paid out at the beginning of the month for end of Feb through the 1st of March. No adjustment made.
- 4100 Contract Service-IGA: Over budget for the month \$1,066 and over budget YTD \$12,782.
- 4200 Taxes: \$21,945-property taxes received in March. Over budget YTD \$21,591.
- 4272 Parking: All spaces are rented.
- 4300 Interest: March interest received was \$1,548. Over budget YTD \$3,274.
- 4310 Misc. Income: Laminating, misc. and cash drawer activity. \$22 was from scrap metal and \$20 was from RLS staff paying for pizza during the audit.
- 5000 Grants: \$35,777 was received for Q2 FY20.

Expense

- 6005 Salaries & Wages: Over budget for the month \$22,002. Under budget YTD by \$165,724.
- 7000 VET Provider Payments: All Veteran provider rides. Actual for March was \$565.
- 8024 Building Lease: The storage units are being billed to this account as well as the Seaside Transit Office.
- 8045 HR Expenses: Over budget for the month \$553 due to \$500 recruitment incentive.
- 8080 Insurance: Credit on account for longevity credit in the amount of \$4,694. This will offset our next quarterly insurance payment.

SETD Expense con't

- 8120 Office Expenses: Over budget by \$600 for the month. Over budget YTD \$3,309.
- 8130 Payroll Processing Fees: Over budget by \$5,375 YTD. This will be over budget as we were expecting to be using a different SW program which would have eliminated PR processing fees.
- 8170 Vehicle Maintenance: Over budget by \$1,610 for the month and under budget YTD \$8,467. \$2,751 – new tires for the one of the new coaches and \$3,260 for repair of new coach in Portland.

- END

** Fuel under budget YTD \$113,499. Materials & Services are under budget for the month by \$55,272 and under budget \$177,979 for the year.

Follow up items:

**Sunset Empire Transportation District
Profit & Loss Budget Performance
March 2020**

	<u>Mar 20</u>	<u>Budget</u>	<u>YTD Actual</u>	<u>YTD Budget</u>
Ordinary Income/Expense				
Income				
4000 FARES	14,335.94	18,000.00	157,586.08	171,000.00
4015 PARATRANSIT FARES	5,193.00	4,500.00	46,083.00	37,300.00
4090 DONATIONS/COMMISSIONS	-344.00	860.00	8,948.84	8,620.00
4100 CONTRACTED SERVICES-IGA	3,696.00	2,630.00	49,781.80	37,000.00
4200 TAXES				
4205 PROPERTY TAXES	21,181.76	20,000.00	959,646.44	941,100.00
4207 PRIOR YR PROPERTY TAX	742.75	3,500.00	20,648.15	18,100.00
4209 INTEREST/PENALTIES	20.53	0.00	496.40	0.00
4210 LAND SALES	0.00	0.00	0.00	0.00
4215 US FISH & WILDLIFE	0.00	0.00	0.00	0.00
Total 4200 TAXES	<u>21,945.04</u>	<u>23,500.00</u>	<u>980,790.99</u>	<u>959,200.00</u>
4250 TIMBER SALES	0.00	0.00	172,807.07	297,000.00
4260 MASS TRANSIT ASSESSMENT	0.00	0.00	59,797.19	52,500.00
4270 RENTAL INCOME	760.00	760.00	8,101.62	7,840.00
4300 INTEREST	1,547.69	1,322.00	10,084.04	6,810.00
4310 MISC INCOME	72.05	12.00	2,350.25	108.00
5000 GRANTS				
5001 ODOT GRANTS				
5002 5311 GRANT OPERATIONS	0.00	0.00	393,597.00	366,000.00
5003 5310 MOBILITY MGT GRANT/F	32,777.00	0.00	92,406.00	101,744.00
5004 5310 PREV MAINT GRANT	0.00	0.00	0.00	0.00
5005 5339 CAPITAL PURCH GRANT	0.00	0.00	0.00	0.00
5006 TRANS OPTIONS DR LESS C	0.00	0.00	37,845.00	64,004.00
5007 5310 PM DISC	3,000.00	0.00	9,000.00	9,000.00
5007 5305 PLANNING/FEASIBILITY	0.00	0.00	0.00	0.00
5015 INTERCITY GRANT (Hwy 30)	0.00	0.00	0.00	0.00
5050 STP-CAPITAL	0.00	0.00	0.00	0.00
5001 ODOT GRANTS - Other	0.00	0.00	0.00	0.00
Total 5001 ODOT GRANTS	<u>35,777.00</u>	<u>0.00</u>	<u>532,848.00</u>	<u>540,748.00</u>
Total 5000 GRANTS	<u>35,777.00</u>	<u>0.00</u>	<u>532,848.00</u>	<u>540,748.00</u>
5080 OREGON STF FUNDS	0.00	0.00	70,398.00	0.00
5090 OREGON STIF	0.00	0.00	864,062.00	0.00
Other Types of Income	0.00	0.00	0.00	0.00
Total Income	<u>82,982.72</u>	<u>51,584.00</u>	<u>2,963,638.88</u>	<u>2,118,126.00</u>
Gross Profit	82,982.72	51,584.00	2,963,638.88	2,118,126.00
Expense				
1. PERSONNEL SERVICES				
6005 SALARIES & WAGES	158,210.02	136,970.00	1,330,328.07	1,369,704.00
6200 PAYROLL EXPENSES	14,756.57	16,172.00	152,050.68	161,727.00
6300 EMPLOYEE BENEFITS	43,649.38	41,472.00	298,055.15	414,727.00
Total 1. PERSONNEL SERVICES	<u>216,615.97</u>	<u>194,614.00</u>	<u>1,780,433.90</u>	<u>1,946,158.00</u>
2. MATERIALS & SERVICES				
7000 VET PROVIDER SERVICE	564.65	833.00	4,538.16	7,500.00
8005 AUDIT	0.00	5,700.00	5,000.00	17,000.00

Sunset Empire Transportation District
Profit & Loss Budget Performance
March 2020

	Mar 20	Budget	YTD Actual	YTD Budget
8010 BANK/MERCHANT FEES	101.72	167.00	1,410.68	1,520.00
8020 BLDING & GROUNDS MAINT	3,177.94	3,370.00	31,120.34	29,890.00
8024 BUILDING LEASE	1,138.00	916.00	10,530.00	8,252.00
8030 COMP-INFO-TECH SERVICES	7,146.65	8,475.00	97,775.31	83,575.00
8035 CONF TRAINING & TRAVEL	1,980.84	2,500.00	20,102.66	22,500.00
8040 DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00
8045 HR EXPENSES	977.56	425.00	3,805.63	3,725.00
8049 ADS (HR JOB POSTING)	183.51	182.00	1,115.32	1,392.00
8050 DUES SUBSCRIPTIONS & FEES	0.00	1,250.00	10,039.94	11,250.00
8053 IGA - DUES AND FEES	0.00	3,000.00	9,000.00	9,000.00
8055 DURABLE EQUIP/SMALL TOOLS	156.94	4,835.00	34,071.92	33,495.00
8061 EQUIPMENT LEASE/RENT	188.00	225.00	1,692.00	2,025.00
8065 EDUCATION/OUTREACH	80.58	1,250.00	4,963.32	11,250.00
8070 EMPLOYEE RECOGNITION	224.67	380.00	4,157.19	8,860.00
8072 ELECTION FEES	0.00	0.00	0.00	0.00
8075 FUEL	16,025.61	27,668.00	135,503.46	249,002.00
8080 INSURANCE	-4,694.00	16,129.00	27,958.21	48,871.00
8090 LEGAL ADS	0.00	66.00	0.00	602.00
8095 LEGAL COUNSEL	280.00	1,230.00	3,684.50	11,110.00
8096 UNINSURED LOSS	0.00	0.00	5,000.00	7,500.00
8100 MEETING EXPENSE	206.44	125.00	1,321.62	1,125.00
8120 OFFICE EXPENSES	1,849.86	1,250.00	14,559.18	11,250.00
8130 PAYROLL PROCESSING FEES	656.64	42.00	5,750.27	375.00
8135 PRINTING	0.00	1,250.00	8,575.42	11,250.00
8139 PROFESSIONAL SERVICES	2,160.00	4,500.00	28,600.65	40,500.00
8140 SUBGRANT PASS THROUGH	0.00	0.00	0.00	0.00
8150 TAXES/LICENSES/BUS REG FEE	0.00	208.00	531.85	1,876.00
8155 TELEPHONE/INTERNET SERVICE	1,205.64	4,333.00	38,924.00	39,001.00
8160 UNIFORMS	269.97	668.00	7,220.20	6,002.00
8165 UTILITIES	2,985.54	2,500.00	20,540.80	22,500.00
8170 VEHICLE MAINT & REPAIRS	14,519.97	12,910.00	107,747.54	116,215.00
8180 SHOP SUPPLIES	477.81	750.00	1,943.97	6,750.00
Total 2. MATERIALS & SERVICES	51,864.54	107,137.00	647,184.14	825,163.00
Reconciliation Discrepancies	0.00	0.00	0.00	0.00
Total Expense	268,480.51	301,751.00	2,427,618.04	2,771,321.00
Net Ordinary Income	-185,497.79	-250,167.00	536,020.84	-653,195.00
Other Income/Expense				
Other Income	0.00	0.00	0.00	170,000.00
Other Expense	0.00	0.00	248,942.49	307,989.00
Net Other Income	0.00	0.00	-248,942.49	-137,989.00
	-185,497.79	-250,167.00	287,078.35	-791,184.00

Sunset Empire Transportation District Profit & Loss Budget Performance March 2020

	YTD Budget to YTD Actual	Annual Budget	YTD Actual to Budget
Ordinary Income/Expense	Better		
Income	Worse		
4000 FARES	(13,413.92)	239,200.00	66%
4015 PARATRANSIT FARES	8,783.00	50,800.00	91%
4090 DONATIONS/COMMISSIONS	328.84	11,500.00	78%
4100 CONTRACTED SERVICES-IGA	12,781.80	52,000.00	96%
4200 TAXES			
4205 PROPERTY TAXES	18,546.44	970,000.00	99%
4207 PRIOR YR PROPERTY TAX	2,548.15	24,000.00	86%
4209 INTEREST/PENALTIES	496.40	0.00	
4210 LAND SALES	0.00	0.00	
4215 US FISH & WILDLIFE	0.00	0.00	
Total 4200 TAXES	21,590.99	994,000.00	99%
4250 TIMBER SALES	(124,192.93)	379,144.00	46%
4260 MASS TRANSIT ASSESSMENT	7,297.19	70,000.00	85%
4270 RENTAL INCOME	261.62	10,500.00	77%
4300 INTEREST	3,274.04	10,000.00	101%
4310 MISC INCOME	2,242.25	144.00	1632%
5000 GRANTS			
5001 ODOT GRANTS			
5002 5311 GRANT OPERATIONS	27,597.00	501,722.00	78%
5003 5310 MOBILITY MGT GRANT/F	(9,338.00)	138,975.00	66%
5004 5310 PREV MAINT GRANT	0.00	0.00	
5005 5339 CAPITAL PURCH GRANT	0.00	174,250.00	0%
5006 TRANS OPTIONS DR LESS C	(26,159.00)	86,577.00	44%
5007 5310 PM DISC	0.00	12,000.00	75%
5007 5305 PLANNING/FEASIBILITY	0.00	0.00	
5015 INTERCITY GRANT (Hwy 30)	0.00	0.00	
5050 STP-CAPITAL	0.00	457,623.00	
5001 ODOT GRANTS - Other	0.00	0.00	
Total 5001 ODOT GRANTS	(7,900.00)	1,371,147.00	39%
Total 5000 GRANTS	(7,900.00)	1,371,147.00	39%
5080 OREGON STF FUNDS	70,398.00	0.00	
5090 OREGON STIF	864,062.00	0.00	
Other Types of Income	0.00	0.00	
Total Income	845,512.88	3,188,435.00	93%
Gross Profit	845,512.88	3,188,435.00	93%
Expense			
1. PERSONNEL SERVICES			
6005 SALARIES & WAGES	39,375.93	1,780,614.00	75%
6200 PAYROLL EXPENSES	9,676.32	210,243.00	72%
6300 EMPLOYEE BENEFITS	116,671.85	539,143.00	55%
Total 1. PERSONNEL SERVICES	165,724.10	2,530,000.00	70%
2. MATERIALS & SERVICES			
7000 VET PROVIDER SERVICE	2,961.84	10,000.00	45%
8005 AUDIT	12,000.00	17,000.00	29%

Sunset Empire Transportation District
Profit & Loss Budget Performance
March 2020

	YTD Budget to YTD Actual	Annual Budget	YTD Actual to Budget
8010 BANK/MERCHANT FEES	109.32	2,000.00	71%
8020 BLDING & GROUNDS MAINT	(1,230.34)	40,000.00	78%
8024 BUILDING LEASE	(2,278.00)	11,000.00	96%
8030 COMP-INFO-TECH SERVICES	(14,200.31)	109,000.00	90%
8035 CONF TRAINING & TRAVEL	2,397.34	30,000.00	67%
8040 DONATIONS/CONTRIBUTIONS	0.00	0.00	
8045 HR EXPENSES	(80.63)	5,000.00	76%
8049 ADS (HR JOB POSTING)	276.68	2,000.00	56%
8050 DUES SUBSCRIPTIONS & FEES	1,210.06	15,000.00	67%
8053 IGA - DUES AND FEES	0.00	12,000.00	75%
8055 DURABLE EQUIP/SMALL TOOLS	(576.92)	44,000.00	77%
8061 EQUIPMENT LEASE/RENT	333.00	2,700.00	63%
8065 EDUCATION/OUTREACH	6,286.68	15,000.00	33%
8070 EMPLOYEE RECOGNITION	4,702.81	10,000.00	42%
8072 ELECTION FEES	0.00	0.00	
8075 FUEL	113,498.54	332,000.00	41%
8080 INSURANCE	20,912.79	65,000.00	43%
8090 LEGAL ADS	602.00	800.00	0%
8095 LEGAL COUNSEL	7,425.50	14,800.00	25%
8096 UNINSURED LOSS	2,500.00	15,000.00	33%
8100 MEETING EXPENSE	(196.62)	1,500.00	88%
8120 OFFICE EXPENSES	(3,309.18)	15,000.00	97%
8130 PAYROLL PROCESSING FEES	(5,375.27)	500.00	1150%
8135 PRINTING	2,674.58	15,000.00	57%
8139 PROFESSIONAL SERVICES	11,899.35	54,000.00	53%
8140 SUBGRANT PASS THROUGH	0.00	0.00	
8150 TAXES/LICENSES/BUS REG FEE	1,344.15	2,500.00	21%
8155 TELEPHONE/INTERNET SERVICE	77.00	52,000.00	75%
8160 UNIFORMS	(1,218.20)	8,000.00	90%
8165 UTILITIES	1,959.20	30,000.00	68%
8170 VEHICLE MAINT & REPAIRS	8,467.46	154,960.00	70%
8180 SHOP SUPPLIES	4,806.03	9,000.00	22%
Total 2. MATERIALS & SERVICES	177,978.86	1,094,760.00	59%
Reconciliation Discrepancies	0.00	0.00	
Total Expense	343,702.96	3,624,760.00	67%
Net Ordinary Income	-1,189,215.84	-436,325.00	-123%
Other Income/Expense			
Other Income	170,000.00	1,083,366.00	
Other Expense	59,046.51	1,443,006.00	17%
Net Other Income	110,953.49	-359,640.00	69%
	-1,078,262.35	-795,965.00	-36%

Sunset Empire Transportation District
Balance Sheet
 As of March 31, 2020

	<u>Mar 31, 20</u>		
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings	791,234.28	Current Liabilities	77,724.55
Accounts Receivable	126,385.50	Long Term Liabilities	<u>0.00</u>
Other Current Assets	46,719.55	Total Liabilities	77,724.55
Total Current Assets	<u>964,339.33</u>	Equity	
TOTAL ASSETS	<u><u>964,339.33</u></u>	3100 NWRC PRIOR PERIOD ADJUST	(1,033.66)
		3200 GF PRIOR PERIOD ADJUST	87,287.68
		3700 FUND BALANCE NWRC-RESTRICT	875,659.11
		3800 FUND BALANCE GENERAL FUND	1,492,163.06
		3900 RETAINED EARNINGS	(1,854,539.76)
		Net Income	<u>287,078.35</u>
		Total Equity	<u>886,614.78</u>
		TOTAL LIABILITIES & EQUITY	<u><u>964,339.33</u></u>

Sunset Empire Transportation District A/R Aging Summary As of March 31, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ALLSTATE	0.00	142.50	0.00	0.00	0.00	142.50
ARBOR CARE TREE SPECIALISTS	0.00	47.50	0.00	0.00	0.00	47.50
CANNON BEACH, CITY OF	3,696.00	0.00	0.00	0.00	0.00	3,696.00
CLATSOP COUNTY SHERIFF'S OFFICE	0.00	180.00	0.00	0.00	0.00	180.00
CLATSOP COUNTY TREASURER	0.00	0.00	0.00	0.00	111,261.00	111,261.00
DHS DMAP	0.00	0.00	0.00	0.00	0.00	0.00
GRAFTON, JUSTIN	0.00	47.50	0.00	0.00	0.00	47.50
H&R BLOCK	0.00	0.00	0.00	0.00	570.00	570.00
HOMESPUN QUILTS & YARN	0.00	-95.00	0.00	0.00	0.00	-95.00
HOXIE, RONALD	0.00	0.00	0.00	0.00	-142.50	-142.50
NAKED LEMON	0.00	47.50	0.00	0.00	0.00	47.50
ODOT	0.00	0.00	0.00	0.00	3,342.00	3,342.00
OR TREASURY	0.00	0.00	0.00	0.00	0.00	0.00
OREGON, STATE OF	0.00	24.00	0.00	0.00	0.00	24.00
RC-COLUMBIA PACIFIC	0.00	0.00	0.00	0.00	0.00	0.00
RIDECARE ADMIN	0.00	0.00	0.00	0.00	0.00	0.00
SETD	0.00	0.00	0.00	0.00	7.00	7.00
TILLAMOOK CO. TRANS. DIST.	4,150.00	655.00	2,453.00	0.00	0.00	7,258.00
TOTAL	<u>7,846.00</u>	<u>1,049.00</u>	<u>2,453.00</u>	<u>0.00</u>	<u>115,037.50</u>	<u>126,385.50</u>

Sunset Empire Transportation District
A/P Aging Summary
As of March 31, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
ALSCO INC	34.02	0.00	0.00	0.00	0.00	34.02
ATU	863.88	0.00	0.00	0.00	0.00	863.88
BIO-MED TESTING SERVICE INC	359.00	0.00	0.00	0.00	0.00	359.00
CB LAWN CARE LLC	406.00	0.00	0.00	0.00	0.00	406.00
COMPUTER WORKS NFP SOLUTIONS	337.50	0.00	0.00	0.00	0.00	337.50
DEL'S OK TIRE FACTORY INC	3,628.74	0.00	0.00	0.00	0.00	3,628.74
HOME DEPOT CREDIT SERVICES	153.45	0.00	0.00	0.00	0.00	153.45
INDUSTRIAL DIESEL POWER INC	240.45	0.00	0.00	0.00	0.00	240.45
IRON MOUNTAIN INC	80.88	0.00	0.00	0.00	0.00	80.88
JACKSON & SON DISTRIBUTORS INC	2,152.41	0.00	0.00	0.00	0.00	2,152.41
NW COMMUNITY ALLIANCE INC	1,441.50	0.00	0.00	0.00	0.00	1,441.50
NW NATURAL	92.24	0.00	0.00	0.00	0.00	92.24
O'REILLY AUTO PARTS LLC	117.51	0.00	0.00	0.00	0.00	117.51
OREGON DEPT OF MOTOR VEHICLES	36.00	0.00	0.00	0.00	0.00	36.00
PACIFIC POWER	678.66	0.00	0.00	0.00	0.00	678.66
RC-K & M MEDIVAN	0.00	0.00	0.00	0.00	0.00	0.00
RECOLOGY WESTERN OREGON	171.08	0.00	0.00	0.00	0.00	171.08
SUNSET AUTO PARTS INC	0.00	54.95	0.00	0.00	0.00	54.95
TRANSPORT WISDOM LTD	585.00	0.00	0.00	0.00	0.00	585.00
WARRENTON, CITY OF	474.19	0.00	0.00	0.00	0.00	474.19
WILCOX & FLEGEL OIL	13,873.20	0.00	0.00	0.00	0.00	13,873.20
TOTAL	<u>25,725.71</u>	<u>54.95</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,780.66</u>

Sunset Empire Transportation District
Check Detail
March 2020

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Paid Amount</u>
19867	03/18/2020	iFOCUS CONSULTING INC	6,008.00
19901	03/30/2020	SDIS	40,750.32
19850	03/03/2020	WILCOX & FLEGEL OIL	15,844.43
		Total	62,602.75

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
03/10/2020	55906140217003420320

Vendor
Card Service Center PO Box 569100 Dallas, TX 75356

PAID

Bill Due	04/02/2020
Terms	Due 2nd of Month
Memo	02/07 - 03/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8038 TRAVEL-STAFF	0284 - Jones Meal/Ptd Bus Trip - Knappa Pizza	16.25		11-MM
8035 CONF TRAINING & TRAVEL	Meal/Ptd Bus Trip - Trackside Cafe	5.25		11-MM
8038 TRAVEL-STAFF	Flight CTA Expo - United Vacations	239.99		11-MM
8038 TRAVEL-STAFF	Meal/Title 6 Ed - Red Robin	29.03		11-MM
8038 TRAVEL-STAFF	Lunch/Dinner Meals/Title 6 Ed - Domino's	40.65		11-MM
8038 TRAVEL-STAFF	Meal/Title 6 Ed - Great State Burger	18.99		11-MM
8038 TRAVEL-STAFF	Meal/Title 6 Ed - Great State Burger	18.99		11-MM
8100 MEETING EXPENSE	0326 - Hazen SDAD Raffle Basket - Astoria Warrenton Chamber	77.00		02-EXEC
8049 ADS (HR JOB POSTING)	Job Posting - Facebook	35.32		05-FR-OPS
8049 ADS (HR JOB POSTING)	Job Posting - Facebook	35.00		05-FR-OPS
8121 OFFICE SUPPLIES	Office Supplies - Staples	22.98		02-EXEC
8031 WEBSITE/ON-LINE SW SUB	Apple.com	0.99		02-EXEC
8049 ADS (HR JOB POSTING)	Job Posting - Facebook	35.00		05-FR-OPS
8038 TRAVEL-STAFF	Meal/Chamber Mtg - Wet Dog Cafe	11.50		02-EXEC
8036 CONFERENCE/TRAINING FEES	Allocation Training - Expedia	275.75		03-FIN
8031 WEBSITE/ON-LINE SW SUB	Online Subscription/License - Shutterstock	29.00		02-EXEC

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
03/10/2020	55906140217003420320

Vendor
Card Service Center PO Box 569100 Dallas, TX 75356

PAID

Bill Due	04/02/2020
Terms	Due 2nd of Month
Memo	02/07 - 03/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8049 ADS (HR JOB POSTING)	Job Posting - Indeed	78.19		05-FR-OPS
8060 OTHER DURABLE GOODS	Cables - Fred Meyer	39.98		02-EXEC
8038 TRAVEL-STAFF	Meal/OTA FTAC - Original Roadhouse Grill	18.59		02-EXEC
8031 WEBSITE/ON-LINE SW SUB	MSFT	91.79		02-EXEC
8038 TRAVEL-STAFF	Meal/FTAC - McGrath's Fish House	19.07		02-EXEC
8038 TRAVEL-STAFF	Lodging PTAC/OTA - Best Western	108.29		02-EXEC
8038 TRAVEL-STAFF	Meal PTAC/OTA - Applebee's	17.35		02-EXEC
8058 SMALL TOOLS	Tool Box TC - City Lumber	11.99		01-NODEP
8031 WEBSITE/ON-LINE SW SUB	Apple.com	11.99		02-EXEC
	1092 - Lewicki			
8176 PM PARTS	Amazon Mktp	14.98		14-MAINT-PM14
8121 OFFICE SUPPLIES	Office Supplies - Staples	49.99		05-FR-OPS
8172 OUTSIDE SERVICES	Signs/Rt 13 - Action Sign	52.50		STIF DISC
8172 OUTSIDE SERVICES	Signs/Rt 16 - Action Sign	52.50		STF State
8060 OTHER DURABLE GOODS	Metal Print - Costco	78.98		01-NODEP
8021 B&M GENERAL	Battery for Alarm TC - Amazon Mktp	35.00		01-NODEP
8176 PM PARTS	GDS Vehicle Dock/Para - Ram Mounts	77.06		08-PT-OPS
8021 B&M GENERAL	Bus Barn Trash Disposal - Astoria Transfer	48.50		01-NODEP
8121 OFFICE SUPPLIES	Laminating Supplies - Staples	52.77		05-FR-OPS
8055 DURABLE EQUIP/SMALL TOOLS	Camera Repair - Ben's Computer Store	6.00		01-NODEP

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
03/10/2020	55906140217003420320

Vendor
Card Service Center PO Box 569100 Dallas, TX 75356

PAID

Bill Due	04/02/2020
Terms	Due 2nd of Month
Memo	02/07 - 03/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8056 COMPUTER HARDWARE	Cat 5 Fix - Astoria's Best	19.99		13-MAINT-OPS
8176 PM PARTS	Rocker Switch - Grainger	1.62		STIF DISC
8176 PM PARTS	Rocker Switch Lens - Grainger	0.63		STIF DISC
8176 PM PARTS	Switch/Roscker Switch Lens/Connectors - Grainger	27.79		STIF DISC
8172 OUTSIDE SERVICES	Tow Bus 75 - Carl's Towing P.O. 4148	1,157.00		05-FR-OPS
8177 PM OUTSIDE SERVICES	Road Call/Parts & Labor - TEC Wilsonville	484.11		STIF DISC
8038 TRAVEL-STAFF	Cab Ride for Meals/Bus Pickup - United Independent Taxi	65.40		STIF DISC
	1100 - Parker			
8066 EVENT SUPPLIES	Ride Appreciation - Walmart	80.58		02-EXEC
8031 WEBSITE/ON-LINE SW SUB	Adobe ID	20.99		02-EXEC
8031 WEBSITE/ON-LINE SW SUB	Adobe Acrobat	14.99		02-EXEC
8121 OFFICE SUPPLIES	Staples	13.44		02-EXEC
8121 OFFICE SUPPLIES	Staples	13.98		02-EXEC
8100 MEETING EXPENSE	Food Board Mtg - Safeway	18.36		01-NODEP
8031 WEBSITE/ON-LINE SW SUB	Facebook	49.40		02-EXEC
8122 POSTAGE-SHIPPING	Postage - USPS	110.00		01-NODEP
8100 MEETING EXPENSE	Fultano's	93.50		01-NODEP
8100 MEETING EXPENSE	Food Team Mtg - Safeway	17.58		01-NODEP
8121 OFFICE SUPPLIES	Office Supplies/HR - Staples	28.99		02-EXEC
8046 BACKGROUND CHECKS	Background Check - Idaho.gov	9.56		13-MAINT-OPS
8070 EMPLOYEE RECOGNITION	Employee of the Qrt - Fred Meyer	28.95		02-EXEC

Bill

Sunset Empire Transportation District
 900 Marine Drive
 Astoria, OR 97103

Date	Ref. No.
03/10/2020	55906140217003420320

Vendor
Card Service Center PO Box 569100 Dallas, TX 75356

PAID

Bill Due	04/02/2020
Terms	Due 2nd of Month
Memo	02/07 - 03/06/20

Expenses

Account	Memo	Amount	Customer:Job	Class
8036 CONFERENCE/TRAINING FEES	HR Training - Paypal HR Answers	49.00		02-EXEC
8036 CONFERENCE/TRAINING FEES	1217 - kleczek Modified Res. Shared Mobility Summit - Nationl Shared Mobility	30.00		12-TO

Expense Total : 4,093.07

Bill Total : \$4,093.07

Date: April 13, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.a Ordinance 2020-01 Second Reading and Adoption

This ordinance is to Amend Police Ordinance 2017-01 concerning repulsive odors. When reviewing our ordinance adopted in 2017, ODOT staff had a concern with the verbiage on repulsive odors. They ran it by RLS and Associates, and they shared the same concern that it could potentially violate someone's civil rights. RLS is the firm that ODOT contracts with to do compliance reviews for all rural agencies in Oregon. They also said that the FTA had been looking at this as well. They recommended removing that section and I disagreed. We feel very strongly about having the ability to deal with someone that has a repulsive odor. There have been instances in the past where someone got on the bus and everyone else got off of the bus because of the odor. When we have a situation like this, we involve Jason who can work with the rider to see how we can accommodate them if it is a condition that they have no control over. When we wrote this ordinance, it was modeled after the ordinances of Salem/Kaiser Transit and Lane Transportation District. Their ordinances had the same language about repulsive odors. I did some further research and came up with the new language that is in this amendment and RLS added the last sentence.

The Board held the first reading at its February meeting. Staff is asking that the Board hold the second reading of Ordinance 2020-01 and then adopt the Ordinance amending Section 3.13 of Ordinance 2017-01.

IN THE BOARD OF COMMISSIONERS OF
SUNSET EMPIRE TRANSPORTATION DISTRICT

ORDINANCE 2020-01)
)
)
) AMENDING POLICE
) ORDINANCE 2017-01
) CONCERNING
) REPULSIVE ODORS

The Board of Commissioners of Sunset Empire Transportation District does hereby Ordain and Decree the following Ordinance:

1. PURPOSE: To facilitate the purposes set forth in ORS Chapter 267, and for the safety, convenience, and comfort of District Passengers and for the protection, preservation, use and enjoyment of District property, it is necessary to amend Section 3.13 of the District Ordinance 2017-01 concerning repulsive odors.
2. CONFORMANCE OF STATE LAW: This ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the State of Oregon, or its agencies, or any ordinance, rule, or regulation of the District.
3. INCONSISTENT PROVISIONS: This ordinance shall supersede, control and repeal any inconsistent provision of any District ordinance as amended or any other regulations made by the District.
4. SEPARABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.
5. CONSTRUCTION: Nothing herein is intended to compromise or waive the right to enforce concurrently, or in the alternative, other remedies available including without limitation any

remedies available pursuant to the Oregon Revised Statutes, city ordinances or any civil remedies. It is the intent of the District that this ordinance shall be liberally construed to effectuate its purpose and policies. Captions are for the convenience of the reader and shall not add to or limit any of the provisions of this ordinance.

6. ADOPTION CLAUSE: The Board of Commissioners hereby amends Section 3.13 of Ordinance 2017-01 to read as follows:

3.13 Repulsive Odors: A person may not be in a District facility or vehicle with an unavoidable grossly repulsive odor so extreme it causes a nuisance, unreasonably interferes with the use, operation, or enjoyment of the District facilities or vehicles for District representatives or patrons, or creates an unsafe condition. Notwithstanding the foregoing, this Subsection shall not apply to persons with odors directly related to a disability or medical condition unless the odor is so severely disruptive that it interferes with the use or operation of the District facility or vehicle by District representatives or patrons, or creates direct threat or an unsafe condition. The District shall not exclude or refuse to provide service to a disabled individual solely because of involuntary behavior that may offend, annoy, or inconvenience others.

7. EFFECTIVE DATE: This ordinance shall take effect 30 days after its adoption.

THE BOARD OF COMMISSIONERS FOR
SUNSET EMPIRE TRANSPORTATION DISTRICT

, Chairperson

Recording Secretary

First Reading: _____

Second Reading: _____

Effective Date: _____

more than three hours. No person shall park in a parking spot designated for electric charging of a vehicle that is not engaged in the charging process. No owner or operator of a vehicle shall permit or suffer the vehicle to be abandoned in the Astoria Transit Center parking lot.

3.12 Non-payment of Fare; Misuse of a District Pass; Theft of Services: Non-payment of fare or misuse of a pass is theft of services.

3.12.1 No person shall occupy, ride in or use any District Vehicle unless the person pays the applicable fare or tenders a valid and lawfully acquired District ticket, card or pass.

3.12.2 Passes are non-transferable. No person shall use or attempt to use a District pass or board or ride in a District Vehicle unless the pass was lawfully acquired at an authorized District outlet by or on behalf of that person.

3.12.3 No person shall tender one fare for a round-trip ride from the transit center back to the transit center. Such round-trip requires two fares. Passengers who have a pass may ride round- trip at any time.

3.12.4 : Any District employee or representative may confiscate a bus pass tendered for fare in violation of this section.

3.12.5 Regularly sworn Peace Officers of law enforcement agencies having jurisdiction within the District and the Oregon State Police are exempt from payment of fare when they are in uniform or display police identification or display their badge.

3.13 Repulsive Odors: No person shall enter or remain on or in District facilities or aboard a District Vehicle if the person, the person's clothing, or anything in the person's possession emits a grossly repulsive odor that is unavoidable by other District passengers or employees in the facilities or aboard the District Vehicles and which causes a nuisance or extreme discomfort to District passengers or employees.

3.14 Prohibited Alcohol, Cannabis Products and Controlled Substance: No person shall use or possess alcohol or a controlled substance (as defined in ORS 475.005) on or in a District Facility or aboard a District Vehicle, except legally possessed alcoholic beverages that have not been unsealed, legally possessed cannabis products in an amount permitted by ORS Chapter 475B, and legally possessed prescription medication.

3.15 Rules Specific to Astoria Transit Center:

3.15.1 Definitions:

3.15.1.1 "Astoria Transit Center" is the designated transit area and passenger waiting room located within the block bordered by Marine Drive, 9th Street, Astor Street, and 10th Street located in downtown Astoria.

3.15.1.2 "Astoria Transit Center Plaza" is that area outside of the Transit Center Building that consists of passenger waiting areas, shelters, sidewalks, bike lockers, bus lanes, and parking area.

3.15.2 The Astoria Transit Center Plaza will be closed to the public during non-operating hours, which are 10:PM – 5:45AM. The District Executive

Date: April 13, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a Compliance Review Final Report

On March 5th and 6th, RLS & Associates conducted a compliance review of the District. These reviews generally occur about every three years. RLS is contracted by ODOT to do the reviews and also to be a resource to transit agencies in Oregon for questions on policies and procedures. The purpose of the reviews is to ensure that federal requirements are being met with the funding programs the federal government provides us.

We had 8 Compliance Observations and 1 Advisory Recommendation. As you will see in the table after the final report, there are timeframes to complete actions needed to be in compliance. Staff began working on some of the observations immediately after the review was held and we are confident all of them can be addressed in the assigned timeframes.

As a comparison, during the last Compliance Review, there were 14 Compliance Observations and 22 Advisory Recommendations.

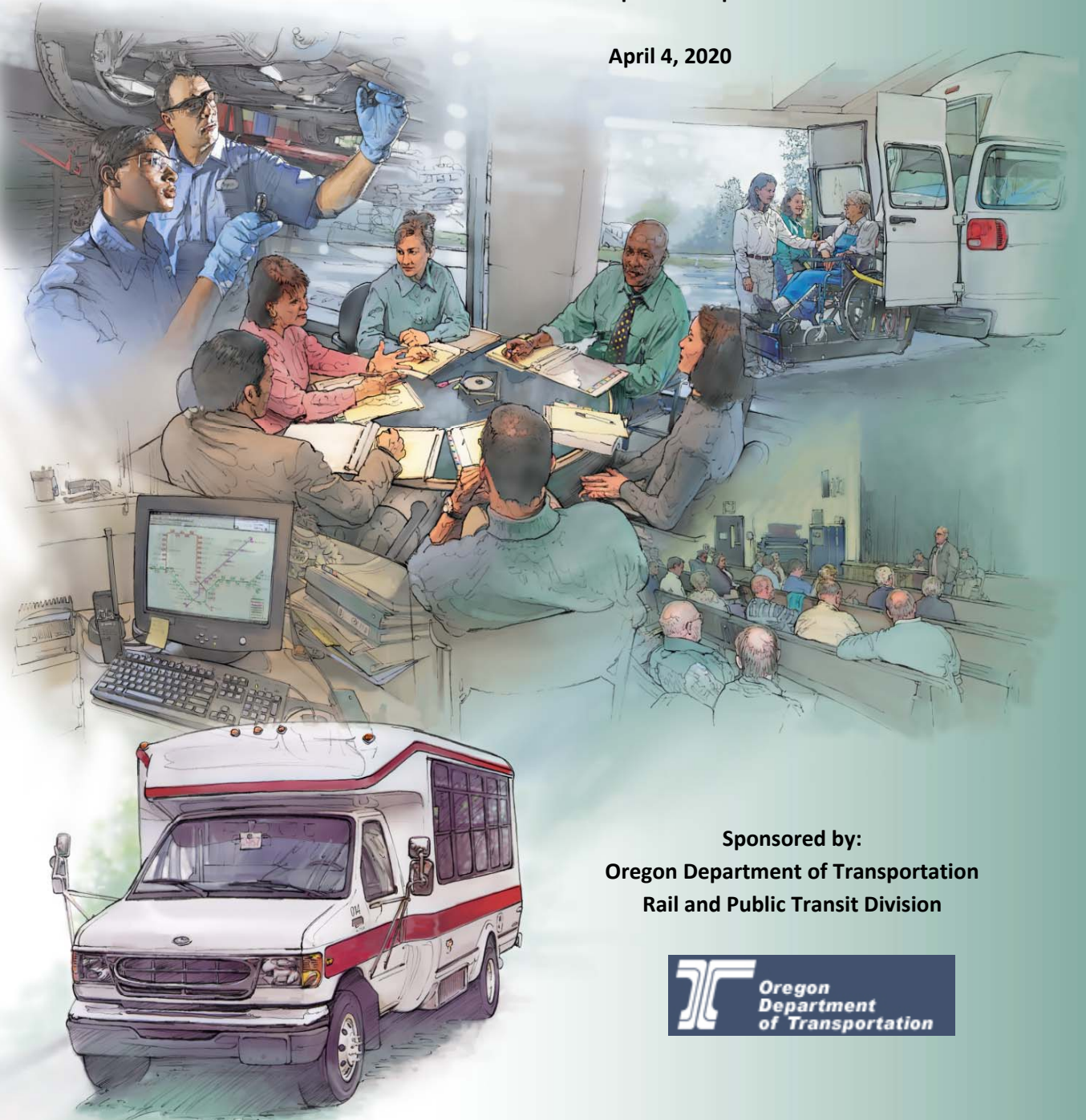
There is no action required from the Board on this item.



Compliance Review of Sunset Empire Transportation District

Compliance Report

April 4, 2020



Sponsored by:
Oregon Department of Transportation
Rail and Public Transit Division



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Exhibit 1. Compliance Review Participants

No.	Name	Title	Organization	Phone	Email
(1)	Jeff Hazen	Executive Director	Sunset Empire Transportation District	(503) 861-5399	jeff@ridethebus.org
(2)	Tracy Lofstrom	Finance Manager	Sunset Empire Transportation District	(503) 861-5363	tracyL@ridethebus.org
(3)	Paul Lewicki	Chief Operating Officer	Sunset Empire Transportation District	(503) 861-5364	paul@ridethebus.org
(4)	Jason Jones	Mobility Manager	Sunset Empire Transportation District	(503) 861-5361	jason@ridethebus.org
(5)	Jennifer Geisler	Paratransit Supervisor	Sunset Empire Transportation District	(503) 861-5385	jennifer@ridethebus.org
(6)	Scott Smith	Maintenance Supervisor	Sunset Empire Transportation District	(503) 861-5366	scots@ridethebus.org
(7)	Sarah I. Hackett	Transit Network Analyst	ODOT Rail and Public Transit Division	(503) 986-6579	Sarah.I.Hackett@odot.state.or.us
(8)	David Schwert	Compliance Program Coordinator	ODOT Rail and Public Transit Division	(971) 340-0282	david.j.schwert@odot.state.or.us
(9)	Arla Miller	Regional Transit Coordinator	ODOT Rail and Public Transit Division	(503) 861-2798	arla.miller@odot.state.or.us
(10)	Greg Harnett	Senior Associate	RLS & Associates, Inc.	(937) 299-5007	gharnett@rlsandassoc.com
(11)	Amy Rast	Associate	RLS & Associates, Inc.	(937) 299-5007	arast@rlsandassoc.com

Oregon DOT Compliance Monitoring Program

Scope of the Review

The Oregon Department of Transportation (ODOT), Rail and Public Transit Division (RPTD), is responsible for implementation and oversight of the Oregon DOT's Federal and State transit grant programs. The Compliance Monitoring Program is designed to assist the RPTD and public transportation providers with the assessment of how transit agencies in Oregon meet the varied compliance requirements imposed by the State, as stipulated in the latest version of the *State Management Plan for Public Transportation Programs*. This document summarizes Federal and State requirements for RPTD-administered grant programs.

Each Compliance Review assesses how an agency's management is complying with Federal and State laws, rules, requirements, and regulations. The Program's overall goal is to improve an agency's compliance with applicable regulations while strengthening management's abilities in those areas.

Procedures for conducting this review follow the process described in the Compliance Field Guide for conducting Oregon Compliance Reviews, developed by RLS & Associates, Inc. (RLS). ODOT contracted with this firm to conduct these reviews. This report documents the results of a Compliance Review conducted of the Sunset Empire Transportation District (SETD).

The site visit was conducted on March 5 and 6, 2020 by Mr. Greg Harnett and Ms. Amy Rast of RLS. Mr. David Schwert, Ms. Arla Miller and Ms. Sarah Hackett of ODOT also participated in and observed the review.

The review was organized into eleven (11) major topical areas, encompassing:

1. Program Management
2. Financial Management
3. Operations Management
4. Procurement
5. Use and Maintenance of Project Equipment
6. Civil Rights
7. Americans with Disabilities Act
8. Charter and School Bus
9. Statewide Transportation Improvement Fund
10. Special Transportation Fund
11. Monitoring of Lower-Tier Subrecipients

An overview of the major compliance principles and elements is provided for each topical area referenced above. Reviewers used the Compliance Field Guide Version 6.0.2 to determine how the agency’s policies, procedures, and daily practices aligned with Federal and State requirements. This report documents those policies, procedures, or practices requiring corrective action to bring the element(s) into compliance or for which a best practice recommendation could improve operating or administrative efficiency. Findings relative to the subrecipient are stated and remedial actions necessary to achieve compliance are outlined in each topical area along with a timetable to address the findings.

Observations and recommendations will be provided as a result of the review. These findings are categorized as follows:

Exhibit 2. Report Findings

Report Finding	Subrecipient Responsibility	Timeframe
Compliance Observation	Implement remedial action within a limited, prescribed timeframe.	30 -120 Days
Advisory Recommendation	Optional element to be considered by transit system management. Recommendations typically represent industry “best practices” and should be evaluated by management accordingly.	No specific timeframe

In addressing each report finding, the following information will be provided:

- ◆ **Condition.** A narrative description of the condition or conditions which do not align with Federal or State requirements or a condition that creates:
 - A compliance deficiency;
 - An increase in risk to the agency; or
 - An inefficient use of agency resources.
- ◆ **Remedy.** The review will provide a detailed narrative of remedial activity needed to address the condition noted above. Where applicable, sample forms, policies, or procedures will be provided to the subrecipient to assist the subrecipient remedy the deficiency.
- ◆ **Timeframe.** In consultation with ODOT staff, the reviewer will determine a suitable timeframe to implement corrective action for all Compliance Observations.

If SETD requires additional time beyond what is noted in this report, the agency should consult with their ODOT Regional Transit Coordinator (RTC).

A compliance review corrective action plan at the end of this report contains a summary table of all Compliance Observations and Advisory Recommendations.

Because of the test nature and other inherent limitations of the limited scope of work encompassed in this review, together with the limitations of any system of internal and management controls used to

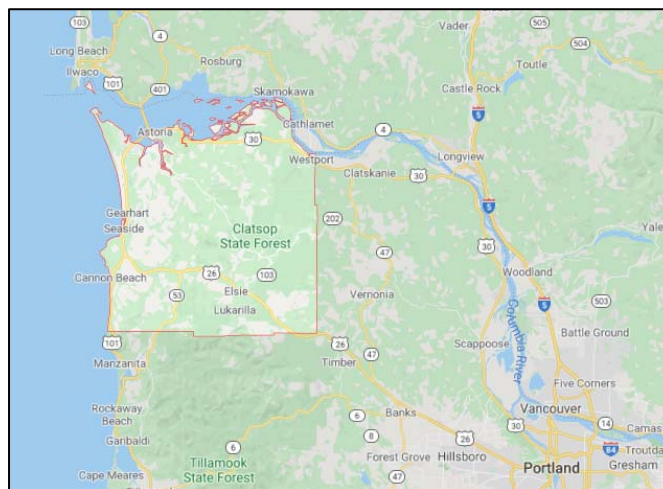
ensure compliance, this assessment will not necessarily disclose all findings of noncompliance. The procedures employed are substantially less in scope than a compliance audit; they are designed to provide the transit system with technical assistance to facilitate compliance with the terms and conditions of Federal financial assistance.

Service Area

The Sunset Empire Transportation District (SETD) provides transportation services in Clatsop County and is located in the northwest corner of Oregon in the port city of Astoria where the Columbia River meets the Pacific Ocean. The County's total area is approximately 1,084 square miles in size; approximately 830 square miles of land and the balance being water, with a population of approximately 37,000 residents and a population density close to 45 residents per square mile. The County's road system consists of approximately 250 miles of roads, three ocean beach approaches, and 68 bridges including the 4.2-mile (6.8 km) Astoria–Megler Bridge connecting to neighboring Washington State across the river. State Highway 30 runs west to east parallel to the Columbia River and connecting to Clatsop and Columbia counties, while US Route 101 travels south to north along the coast connecting Clatsop and Tillamook Counties. State Route 202 and US Route 26 cut across the County diagonally, with south-north Route 53 connecting Route 26 with Route 101. The principal industries are manufacturing, fishing, timber, trade, and travel and tourism.

The City of Astoria is the County Seat, the oldest city in the state of Oregon and the first American settlement west of the Rocky Mountains. The County is named for the Clatsop tribe of Native Americans who lived along the Pacific coast prior to European settlement. Clatsop County shares a border with Columbia County to the east and with Tillamook County to the south. Its western border is the Pacific Ocean on the Oregon coast, and the Columbia River forms the county's northern border.

Figure 1. Clatsop County



Astoria is a port of call for cruise ships. Its primary tourist attractions include the Astoria Riverfront Trolley, Fort Clatsop, the Upperton Firefighters Museum, and the Columbia River Maritime Museum.

Astoria is also credited with being the location of the beginning of Clark Gable's acting career when he was part of a vaudeville theater troupe, the Astoria Players, that traveled between Portland and Astoria by steamboat performing along the Columbia River at various theater houses.

Description of the Transit Service

SETD provides fixed route and paratransit services throughout selected areas of Clatsop County, connecting to Tillamook County to the south and Columbia County to the east. All services are open to the general public. Routes operate within and connect the County's five incorporated cities (Astoria, Warrenton, Gearhart, Seaside and Cannon Beach) and along the Highway 101 and Highway 30 route corridors. Fixed route services operate Monday through Friday from 5:45 a.m. to 10:23 p.m. SETD has one intercity route – the Lower Columbia Connector/Route CC, which provides service between Astoria and Portland on Route 30. An SETD - Washington State connection exists via Pacific Transit System out of Raymond, Washington with bus routes 24 and 50 stopping at the Transit Center in Astoria.

SETD is a ticketing agent for NW Navigator, a motorcoach company under contract with ODOT providing POINT service from Astoria to Portland via US Routes 26 and 101. This intercity route differs from the SETD intercity route from Astoria to Portland which utilizes US Route 30.

Fares range from \$1.00 to \$15.00 based on the origination and destination of the passenger. SETD offers fixed route services in the form of four (4) weekday routes, two (2) weekend routes, and one (1) intercity route which operates Monday through Sunday. During tourist season (June through September), one (1) additional weekday route and three (3) additional weekend routes are added.

As required by the Americans with Disabilities Act (ADA), SETD offers complementary paratransit services (ADA Paratransit) to persons with disabilities or with conditional or temporary disabilities that cannot access or utilize fixed route bus services within the designated route service areas. Those seeking paratransit services are required to complete an application to determine eligibility. Paratransit services are advertised as curb-to-curb service and vehicles are wheelchair accessible and comparable to the existing SETD bus services being operated within the designated service area. Individuals certified with conditional eligibility are encouraged to use regular fixed route bus service whenever possible.

ADA Paratransit services must be scheduled on a next-day advance basis and are available on the same days and hours of operation as SETD's fixed route bus service; excluding commuter routes. All trips must have an origination and destination within $\frac{3}{4}$ of a mile of the fixed route.

Additionally, SETD offers Dial-A-Ride service for shopping, appointments, social engagements, and other trip purposes. Dial-A-Ride is a curb-to-curb service beyond the scope of regular fixed route and paratransit service. It is designed to provide transportation to customers who are currently not served or who are underserved from the Warrenton/Hammond and Jeffers Garden/Miles Crossing areas or the John Day/Svensen and Knappa areas. Trips must be scheduled at least two days in advance with destinations in the Astoria and Warrenton areas and within 20 miles from the original pick up.

Funding

SETD is an Oregon Special District for Transportation as designated per ORS Chapters 198 and 267. As a Transportation District, SETD has access to its own tax base which is distributed by the County and split among the Special Districts. SETD also receives transportation funding from a number of Federal and state sources, including:

- ◆ Federal Sections 5310, 5311, 5311(f), and 5339
- ◆ Oregon Special Transportation Fund (STF) and Statewide Transportation Improvement Fund (STIF)

Overview of the Compliance Status of SETD

SETD is a small agency that has undergone a significant amount of change in recent years. Previous administration leaders engaged in unethical financial practices that resulted in substantial debt. The current administration happily reported that they recently made the final payment to clear the accumulated debt and are on better financial footing.

SETD has a relatively compliant program and openly welcomed the opportunity to learn what additional corrective action may be required. Based on the interviews conducted and materials examined as part of this review, eight (8) Compliance Observations were identified in the areas of Financial Management, Procurement, Use and Maintenance of Project Equipment, and the Americans with Disabilities Act (ADA). In addition, one Advisory Recommendation was made in the Civil Rights area.

Finally, there were two repeat observations from the previous review which require action. ODOT must ensure and verify when corrective actions are submitted, that the transit system actually implements the required action.

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Program Management

Program management encompasses several key areas, including the governing structure of the organization, documentation detailing the environment of control, and the subrecipient's managerial capacity to ensure adequate oversight and proper use of Federal funds. All ODOT grant recipients must be legally constituted and have a governing board which must provide appropriate oversight of the financial affairs of the organization and approve all key policies of the agency. An agency's overall control environment sets the tone of the organization and influences the control consciousness of its employees. To successfully address risks and achieve its objectives, agency management must institute various control activities, such as segregation of duties, physical controls, and a system of approvals.

Program management encompasses the following areas in the review process:

- ◆ Organizational Governance
- ◆ Control Environment

Program Management Compliance Observations and Advisory Recommendations

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Program Management.

Financial Management

All subrecipients are required to establish and maintain an accounting system that follows generally accepted accounting principles (GAAP) and/or guidelines issued by the Government Accounting Standards Board (GASB). All financial transactions must be recorded in a manner so as to be clearly identified, easily traced, and substantially documented. The fully allocated cost of the public transit program must be identified regardless of the agency's operational nature. All ODOT subrecipients are expected to use funds received as specified in the project application and grant agreement(s). Control systems must adhere to the applicable requirements outlined in the State Management Plan and other requirements as may be established by ODOT.

Financial management encompasses the following areas in the review process:

- ◆ Accounting Practices
- ◆ Indirect Costs
- ◆ Internal Controls
- ◆ Budget
- ◆ Documentation of Costs
- ◆ Cash Management
- ◆ Financial and Program Reporting
- ◆ Local Match
- ◆ In-Kind or Contributed Services
- ◆ Program Income
- ◆ Single Audit

Financial Management Compliance Observations and Advisory Recommendations

Based on materials presented to the reviewers and observations made during the review, SETD was found deficient with the following ODOT requirements for Financial Management. SETD must address:

1. Compliance Observation	Accounting
<i>Condition:</i>	Federal grants management requirements stipulate that all recipients and subrecipients of Federal grant awards must have written procedures for determining the allowability of all costs incurred under the organization’s grant awards (see 2 CFR § 200.403(b)(7)). SETD lacks policies in this regard.
<i>Remedy:</i>	SETD’s financial policies and procedures must be amended to include language to address allowable costs, consistent with the OMB guidance cited above.
<i>Timeframe:</i>	60 days

2. Compliance Observation	Cash Management
<i>Condition:</i>	OMB (2 CFR 200.302 (b)(4)), stipulates that the financial management system of each non-Federal entity must provide for the “effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are solely for authorized purposes.”
<i>Remedy:</i>	SETD must amend its fiscal policies to address use/misuse/prohibited use of credit cards and management procedures for turn-in of receipts, periodic reconciliation of credit card statements, and sufficient oversight of these processes.

Additionally, as SETD is no longer utilizing petty cash, the language included in existing financial policies and procedures should be removed on this topic.

Timeframe: 60 days

3. Compliance Observation

Cost Documentation

Condition: SETD does not have a procedure for properly assigning employees' work time to multiple cost centers (particularly Administration and Operating), and allocates costs based on time studies per task. Time studies are generally not acceptable documentation to support personnel charges to Federal grant awards.

Remedy: SETD must ensure that it properly documents personnel charges made to its Federal grants for employees whose time is split between multiple programs. This documentation must show actual, after-the-fact work activity (e.g., timesheets) and may not be based on static estimates.

Timeframe: 60 days

Operations Management

All subrecipients are required to demonstrate the managerial and technical capacity to meet all Federal and State requirements, affect the scope of services described in grant applications and agreements, and optimize Federal and State funding in a manner consistent with safeguarding the public trust. Subrecipients meet this requirement by ensuring appropriate staff levels, providing adequate training, and developing policies and procedures that maximize operational efficiency and effectiveness. In addition to the primary topics discussed below, reviewers also evaluated policies and procedures including customer service, operations planning, marketing, and complaint management.

Operations management encompasses the following areas in the review process:

- ◆ Organization and Staffing
- ◆ Operations
- ◆ Scheduling
- ◆ Dispatching
- ◆ Safety and Security

Operations Management Compliance Observations and Advisory Recommendations

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Operations Management.

Procurement

RPTD and subrecipients receiving funding under ODOT programs must comply with all Federal, State, and local laws, ordinances, regulations and policies regarding procurement and contracting. FTA Circular 4220.1F documents applicable Federal procurement requirements. Subrecipients that are public entities will follow those requirements that apply to state and local governments.

All non-Federal entities, including subrecipients of the State, must follow 2 CFR part 200.318, "General procurement standards," through 2 CFR part 200.326, "Contract provisions." Subrecipients that are private for-profit organizations must comply with FTA procurement requirements contained in FTA Circular 4220.1F for procurements conducted with Federal funds.

Procurement encompasses the following areas in the review process:

- ◆ Standards of Conduct
- ◆ Third-Party Contracting Capacity
- ◆ Purchasing Methods
- ◆ Other Than Full and Open Competition
- ◆ Cost and Price Analysis
- ◆ Protests and Disputes
- ◆ Pre-Award and Post-Delivery Audits
- ◆ New Model Bus Testing

Procurement Compliance Observations and Advisory Recommendations

Based on materials presented to the reviewers and observations made during the review, SETD was found deficient with the following ODOT requirement for Procurement. SETD must address:

4. Compliance Observation

Third-Party Contracting Capacity

Condition: SETD lacks written procurement procedures that govern FTA-funded purchases. FTA Circular 4220.1F, Chapter III, § 3a requires all recipients and subrecipients of FTA funds to develop written procurement procedures that embrace all Federal requirements, as appropriate, that apply to the type of procurement being carried out by the subrecipient.

Remedy: SETD must prepare written procurement policies consistent with FTA requirements as detailed in Circular 4220.1F. Additionally, as this circular was issued prior to the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (2 CFR § 200), SETD must assure that any new requirements imposed in § 200.317 through § 200.326 are incorporated into these new policies.

Following the site visit, the review team provided SETD with a template that can be used as a foundation for this document.

This represents a repeat compliance observation.

Timeframe: 30 days

Use and Maintenance of Project Equipment and Facilities

Capital equipment is defined as a tangible item with an aggregate purchase price of \$5,000 or more and with a useful life of at least one year. For all equipment, subrecipients are responsible for maintaining appropriate equipment records by: including a method of assigning a property tag number to each item; performing a periodic inventory (at least every two years); safeguarding equipment from misuse and abuse; maintaining equipment in a state of good repair; and following appropriate disposal procedures when equipment is no longer needed or has exceeded its useful life.

The subrecipient and/or designated operator shall have the requisite fiscal and technical capacity to carry out the project and be responsible for maintaining required insurance coverage and property records, conducting physical inventories, implementing adequate property control systems, and maintaining the equipment in proper working condition. Documentation that supports compliance with these elements must be available upon request.

Equipment and facilities must be kept in good operating order. Meal delivery or other incidental services provided by the grantee cannot conflict with the provision of public transit service or result in a reduction of service to transit passengers.

Use and maintenance of project equipment encompasses the following areas in the review process:

- ◆ Real Property
- ◆ Equipment – General
- ◆ Maintenance of Equipment and Facilities
- ◆ Equipment – Insurance

◆ Equipment – Incidental Use

Use and Maintenance of Project Equipment and Facilities Compliance Observations and Advisory Recommendations

Based on materials presented to the reviewers and observations made during the review, SETD was found deficient with the following ODOT requirements for Use and Maintenance of Project Equipment and Facilities. SETD must address:

5. Compliance Observation **Maintenance of Equipment and Facilities**

Condition: Although SETD does have a written facility maintenance plan, it is not maintaining records of maintenance/preventive maintenance actions. This makes it impossible for any oversight agency to monitor whether the subrecipient is maintaining the asset in a state of good repair.

Remedy: SETD must implement record-keeping of facility maintenance/preventive maintenance activities including checklists detailing the inspection and maintenance activity to be performed, as well as a system that ensures the retention of records detailing such activity.

This is a repeat compliance observation.

Timeframe: 60 days

6. Compliance Observation **Maintenance of Equipment and Facilities**

Condition: During the routine examination and inspection of vehicle maintenance records, it was found that SETD maintenance records were not sufficiently documented or were lacking altogether, thereby prohibiting the computation of on-time percentages of preventive maintenance (PM) events.

On-time performance is calculated based on stated PM intervals in a system's PM plan. A variance within 10% either above or below the stated maintenance interval is considered "on time." A deficiency is identified if maintenance records show that PM is not performed in accordance with the PM plan at least 80 percent of the time.

Remedy: SETD must exercise additional oversight of its vehicle maintenance program to ensure the timely completion of scheduled maintenance and must maintain adequate documentation to enable verification that the PM plan is being properly executed.

Civil Rights

Federal civil rights requirements are encompassed in laws, regulations, and executive orders. The objective of FTA's oversight in this area is to:

- ◆ Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin;
- ◆ Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;
- ◆ Promote the full and fair participation of all affected populations in transportation decision making;
- ◆ Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations; and
- ◆ Ensure meaningful access to programs and activities by persons with limited English proficiency.

Civil Rights encompasses the following areas in the review process:

- ◆ Title VI Requirements
- ◆ Limited English Proficiency (LEP)/Language Assistance Programs
- ◆ Equal Employment Opportunity
- ◆ Disadvantaged Business Enterprises (DBE)

Civil Rights Compliance Observations and Advisory Recommendations

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Civil Rights. The review team made one (1) Advisory Recommendation in this area, which represents an opportunity for SETD to further improve its program:

7. Advisory Recommendation

Title VI

Condition: SETD's Title VI program incorrectly uses race as a proxy to determine limited English proficiency (LEP) language groups within its service area. Unfortunately, this demographic measurement provides no insight as to the ability of the SETD service area population to speak English. The ideal Census characteristic is "language spoken at home" and the system should identify those language groups that represent more than 1,000 persons or 5% of the population (whichever is less) that speak English "less than very well."

Remedy: The current American Community Survey data shows no LEP language groups above the “safe harbor” threshold in Clatsop County. As such, the outcome of SETD’s Title VI program is not affected and this condition does not represent a Compliance Observation but is presented as an Advisory.

SETD must ensure that the correct LEP data is included in future Title VI programs.

Timeframe: No specific timeframe

Americans with Disabilities Act

Under U.S. Department of Transportation (USDOT) Americans with Disabilities Act of 1990 (ADA) regulations, public and private transportation providers are required to operate services in a way that does not discriminate against persons with disabilities. The regulations include general nondiscrimination provisions that apply to all types of agencies and services. Some provisions apply only to certain types of agencies and services. For example, public fixed route operators are required to make on-board stop announcements to keep riders oriented to their location.

Demand responsive systems encompass a wide variety of service types, including traditional dial-a-ride service, taxi subsidy service, vanpool service, and route deviation service. Complementary paratransit service, also a type of demand responsive system, has unique service requirements and is exclusively limited to those entities providing fixed route service.

The requirements under the ADA for demand response service providers is associated with vehicle acquisition standards. ADA rules require service equivalency: “If the system, when viewed in its entirety, provides a level of service to individuals with disabilities, including individuals who use wheelchairs, equivalent to the level of service it provides to individuals without disabilities” it is considered compliant with ADA requirements. There are seven (7) criteria that must be met to determine if the entity is providing equivalent service. Where all the vehicles in a demand responsive vehicle fleet are fully accessible, the equivalent service standards do not apply.

The Americans with Disabilities Act encompasses the following areas in the review process:

- ◆ Entity/Service Classification
- ◆ Nondiscrimination/Reasonable Modification
- ◆ Demand Response Systems
- ◆ Route/Point Deviation Systems
- ◆ Fixed Route Systems

- ◆ General Requirements
- ◆ Transportation Facilities

Americans with Disabilities Act Compliance Observations and Advisory Recommendations

Based on materials presented to the reviewers and observations made during the review, SETD was found deficient with the following ODOT requirements concerning the Americans with Disabilities Act (ADA). SETD must address:

8. Compliance Observation

Nondiscrimination

Condition: SETD does not advertise to the public the process for filing an ADA-related complaint. U.S. DOT ADA regulations require each covered entity to establish and advertise a complaint process that includes appropriate due process standards and provide for the prompt resolution of complaints (see 49 CFR § 37.17).

Remedy: SETD must sufficiently advertise the process for filing an ADA-related complaint on its website and in its rider guides. This information must include the name or title, address, telephone number, and email address of an employee designated to coordinate ADA compliance. These procedures must be accessible to and useable by individuals with disabilities, and there is an obligation to promptly communicate SETD’s response to the complaint allegations, including its reasons for the response.

Additionally, if SETD elects a single process/form to collect both Title VI- and ADA-related complaints, the form must segregate discrimination complaints based on race, color, and national origin from those alleging discrimination on the basis of disability. ADA complaints must be categorized distinctly from Title VI complaints in internal and external communications. FTA notes, for example, that it is not appropriate to have a “Title VI Complaint Form” that includes “disability” as one of the bases for filing a complaint; this incorrectly implies that disability is a covered basis under Title VI. SETD must modify its Title VI complaint form to serve as a discrimination complaint form that references both Title VI and ADA.

Timeframe: 60 days

9. Compliance Observation

Nondiscrimination

Condition: SETD’s policy for suspending service to individuals who show a pattern or practice of missing scheduled trips (“no-show policy”) does not specifically define the threshold for suspension.

Remedy: SETD must revise its no-show policy. The standard for establishing a pattern or practice of missed trips must consider the frequency of rides and no-shows. One way this can be done is by setting a minimum number of no-shows that should not be exceeded, and if this number is exceeded, then determine if the no-shows represent a certain percentage of all trips taken (example: within a 30-day period, three (3) or more no-shows representing at least 20 percent of scheduled trips will be grounds for service suspension).

Additionally, any suspensions must be for a reasonable period of time. FTA generally considers suspensions longer than 30 days to be excessive. Therefore, a progressive suspension policy might be structured as seven days for the first offense, 14 days for a second offense, 21 days for a third offense, and 30 days for subsequent suspensions.

Timeframe: 60 days

Charter and School Bus

ODOT subrecipients are prohibited from using Federally funded equipment or facilities to provide charter service. Under new regulations, effective April 30, 2008, certain activities are exempt from coverage and other charter services may be provided under limited circumstances if they meet certain exceptions spelled out in the regulation. Generally, service provided under contract to a human services agency is considered a “program purpose” and is exempt from charter regulatory coverage.

ODOT subrecipients are not permitted to use Federally funded equipment to provide exclusive school bus transportation for school students and school personnel. The implementing regulation does permit regular service to be modified to accommodate school students along with the general public. Under FTA’s school bus regulation, Head Start is considered a social service, not a school program.

The charter and school bus regulations encompass the following areas in the review process:

- ◆ Charter Service
- ◆ School Bus Service

Charter and School Bus Compliance Observations and Advisory Recommendations

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Charter and School Bus services.

Statewide Transportation Improvement Fund

The Statewide Transportation Improvement Fund (STIF) provides financial support to eligible Public Transportation Service Providers, defined as “Qualified Entities.” STIF monies may be used for public transportation purposes that support the effective planning, deployment, operation, and administration of STIF-funded public transportation programs, including, but not limited to:

- ◆ Creation of new systems and services with origins, destinations or stops in Oregon;
- ◆ Maintenance or continuation of systems and services; and
- ◆ Planning for and development of a Local Plan or future STIF Plan to improve Public Transportation Service.

The majority of the STIF money (90%) is allocated based on a formula; the formula is structured to ensure that no Qualified Entity receives less than \$100,000 per year. The remaining funds are distributed by the Public Transportation Discretionary Grant Program. There are many requirements associated with receiving STIF funds.

Statewide Transportation Improvement Fund Compliance Observations and Advisory Recommendations

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements for the Statewide Transportation Improvement Fund.

Special Transportation Fund

The State's Special Transportation Fund Program provides financial support to designated counties, transit districts and Indian tribal governments for special transportation services benefiting seniors and people with disabilities. The majority of the STF money (75 percent) is allocated on a population-based formula. The remaining funds are distributed by the Public Transportation Discretionary Grant Program.

Special Transportation Fund Compliance Observations and Advisory Recommendations

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements for the Statewide Transportation Improvement Fund.

Monitoring of Lower Tier Subrecipients

Federal rules require that pass-through entities monitor a lower-tier subrecipient's compliance with federal grant administrative requirements stipulated in 2 CFR § 200.300 through § 200.513. These requirements span:

- ◆ Administrative requirements
- ◆ Compliance and programmatic requirements
- ◆ Cost eligibility controls
- ◆ Indirect costs

Monitoring of Lower-Tier Subrecipients Compliance Observations and Advisory Recommendations

Based on the interviews conducted and materials examined as part of this review, no deficiencies were found with ODOT requirements in the area of Monitoring of Lower-Tier Subrecipients.

Compliance Review Corrective Action Plan

Summary

Eight (8) Compliance Observations and one (1) Advisory Recommendation were made as a result of this compliance review. Two compliance observations represent observations outstanding from the last ODOT review.

Compliance Observations are actions that must be addressed by the transit system to adhere to Federal and state regulations. Advisory Recommendations are recommendations developed by the review team that may help to improve the management or operation of the transit system.

Exhibit 3 provides a summary of all Compliance Observations and Advisory Recommendations contained in this compliance review.

For each Compliance Observation, a recommended timeframe for subrecipient remedial action is listed. Both ODOT and SETD may comment on this recommendation; this timeframe can then be adjusted based on the mutual agreements between the parties.

Exhibit 3. Summary of Compliance Observations and Advisory Recommendations

Subrecipient	Date of Final Report	ODOT Region	RTC
Sunset Empire Transportation District (SETD)	April 4, 2020	2A	Arla Miller

Topic: Financial Management		Subtopic: Accounting	Compliance Observation
Item No.	Condition	Remedy	Timeframe
1	Federal grants management requirements stipulate that all recipients and subrecipients of Federal grant awards must have written procedures for determining the allowability of all costs incurred under the organization’s grant awards (see 2 CFR § 200.403(b)(7)). SETD lacks policies in this regard.	SETD’s financial policies and procedures must be amended to include language to address allowable costs, consistent with the OMB guidance cited above.	60 days
Topic: Financial Management		Subtopic: Cash Management	Compliance Observation
Item No.	Condition	Remedy	Timeframe
2	OMB (2 CFR 200.302 (b)(4)), stipulates that the financial management system of each non-Federal entity must provide for the “effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are solely for authorized purposes.”	SETD must amend its fiscal policies to address use/misuse/prohibited use of credit cards and management procedures for turn-in of receipts, periodic reconciliation of credit card statements, and sufficient oversight of these processes. Additionally, as SETD is no longer utilizing petty cash, the language included in existing financial policies and procedures should be removed on this topic.	60 days

Topic: Financial Management		Subtopic: Cost Documentation	Compliance Observation
Item No.	Condition	Remedy	Timeframe
3	SETD does not have a procedure for properly assigning employees' work time to multiple cost centers (particularly Administration and Operating), and allocates costs based on time studies per task. Time studies are generally not acceptable documentation to support personnel charges to Federal grant awards.	SETD must ensure that it properly documents personnel charges made to its Federal grants for employees whose time is split between multiple programs. This documentation must show actual, after-the-fact work activity (e.g., timesheets) and may not be based on static estimates.	60 days
Topic: Procurement		Subtopic: Third Party Contracting Capacity	Compliance Observation
Item No.	Condition	Remedy	Timeframe
4	SETD lacks written procurement procedures that govern FTA-funded purchases. FTA Circular 4220.1F, Chapter III, § 3a requires all recipients and subrecipients of FTA funds to develop written procurement procedures that embrace all Federal requirements, as appropriate, that apply to the type of procurement being carried out by the subrecipient.	SETD must prepare written procurement policies consistent with FTA requirements as detailed in Circular 4220.1F. Additionally, as this circular was issued prior to the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR § 200), SETD must assure that any new requirements imposed in § 200.317 through § 200.326 are incorporated into these new policies. This is a repeat compliance observation.	30 days
Topic: Use and Maintenance of Project Equipment and Facilities		Subtopic: Maintenance of Equipment and Facilities	Compliance Observation
Item No.	Condition	Remedy	Timeframe
5	Although SETD does have a written facility maintenance plan, it is not maintaining records of maintenance/preventive maintenance actions. This makes it impossible for any oversight agency to monitor whether the subrecipient is maintaining the asset in a state of good repair.	SETD must implement record-keeping of facility maintenance/preventive maintenance activities including checklists detailing the inspection and maintenance activity to be performed, as well as a system that ensures the retention of records detailing such activity. This is a repeat compliance observation.	60 days

Topic: Use and Maintenance of Project Equipment and Facilities		Subtopic: Maintenance of Equipment and Facilities	Compliance Observation
Item No.	Condition		Timeframe
6	<p>During the routine examination and inspection of vehicle maintenance records, it was found that SETD maintenance records were not sufficiently documented or were lacking altogether, thereby prohibiting the computation of on-time percentages of preventive maintenance (PM) events.</p> <p>On-time performance is calculated based on stated PM intervals in a system's PM plan. A variance within 10% either above or below the stated maintenance interval is considered "on time." A deficiency is identified if maintenance records show that PM is not performed in accordance with the PM plan at least 80 percent of the time.</p>	SETD must exercise additional oversight of its vehicle maintenance program to ensure the timely completion of scheduled maintenance and must maintain adequate documentation to enable verification that the PM plan is being properly executed.	90 days
Topic: Civil Rights		Subtopic: Title VI	Advisory Recommendation
Item No.	Condition	Remedy	Timeframe
7	SETD's Title VI program incorrectly uses race as a proxy to determine limited English proficiency (LEP) language groups within its service area. Unfortunately, this demographic measurement provides no insight as to the ability of the SETD service area population to speak English. The ideal Census characteristic is "language spoken at home" and the system should identify those language groups that represent more than 1,000 persons or 5% of the population (whichever is less) that speak English "less than very well."	<p>The current American Community Survey data shows no LEP language groups above the "safe harbor" threshold in Clatsop County. As such, the outcome of SETD's Title VI program is not affected and this condition does not represent a Compliance Observation but is presented as an Advisory.</p> <p>SETD must ensure that the correct LEP data is included in future Title VI programs.</p>	No specific timeframe

Topic: ADA		Subtopic: Nondiscrimination	Compliance Observation
Item No.	Condition	Remedy	Timeframe
8	SETD does not advertise to the public the process for filing an ADA-related complaint. U.S. DOT ADA regulations require each covered entity to establish and advertise a complaint process that includes appropriate due process standards and provide for the prompt resolution of complaints (see 49 CFR § 37.17).	<p>SETD must sufficiently advertise the process for filing an ADA-related complaint on its website and in its rider guides. This information must include the name or title, address, telephone number, and email address of an employee designated to coordinate ADA compliance. These procedures must be accessible to and useable by individuals with disabilities, and there is an obligation to promptly communicate SETD’s response to the complaint allegations, including its reasons for the response.</p> <p>Additionally, if SETD elects a single process/form to collect both Title VI- and ADA-related complaints, the form must segregate discrimination complaints based on race, color, and national origin from those alleging discrimination on the basis of disability. ADA complaints must be categorized distinctly from Title VI complaints in internal and external communications. FTA notes, for example, that it is not appropriate to have a “Title VI Complaint Form” that includes “disability” as one of the bases for filing a complaint; this incorrectly implies that disability is a covered basis under Title VI. SETD must modify its Title VI complaint form to serve as a discrimination complaint form that references both Title VI and ADA.</p>	60 days
Topic: ADA		Subtopic: Nondiscrimination	Compliance Observation
Item No.	Condition	Remedy	Timeframe
9	SETD’s policy for suspending service to individuals who show a pattern or practice of missing scheduled trips (“no-	SETD must revise its no-show policy. The standard for establishing a pattern or practice of missed trips must consider the frequency of rides and no-shows. One way this can be done is by setting a minimum number of no-shows	60 days

	<p>show policy”) does not specifically define the threshold for suspension.</p>	<p>that should not be exceeded, and if this number is exceeded, then determine if the no-shows represent a certain percentage of all trips taken (example: within a 30-day period, three (3) or more no-shows representing at least 20 percent of scheduled trips will be grounds for service suspension).</p> <p>Additionally, any suspensions must be for a reasonable period of time. FTA generally considers suspensions longer than 30 days to be excessive. Therefore, a progressive suspension policy might be structured as seven days for the first offense, 14 days for a second offense, 21 days for a third offense, and 30 days for subsequent suspensions.</p>	

Date: April 13, 2020

To: Board of Commissioners

From: Kathy Kleczek, Transportation Options

Re: Agenda Item 9.b Qualified Entity for Walmart Grant Applications

In accordance with activities associated with Transportation Options it is necessary to acquire materials that can be given away during events. Walmart is a company that frequently awards grants in the form of materials or funds to non-profit or government organizations. In order to comply with their application process, it is required that Northwest Transportation Options is verified as an authorized entity of Sunset Empire Transportation District. Further it is also necessary to establish that Sunset Empire Transportation District is an officially formed and recognized government entity. To this end I am requesting that the Board authorize the Board Chair to sign the letter to submit to Walmart so that SETD through the Transportation Options department is able to apply for grant funds to benefit the region.

April 23, 2020

To Whom it May Concern:

This letter is to verify that Sunset Empire Transportation District is a certified Special District as recognized by the State of Oregon. The Special District known as Sunset Empire Transportation District was formed by the Clatsop County Board of Commissioners on March 24, 1993 to provide federally funded rural intercity bus service in Clatsop County. The district was established under ORS 198.835, principal founding chapter 267 relating to Mass Transit or Transportation Districts. The District includes the entirety of Clatsop County covering approximately 840 square miles and serving over 36,000 citizens.

The Transportation Options department is authorized by Sunset Empire Transportation District to request funding/donations for community outreach and education events.

I authorize the Sunset Empire Transportation District Transportation Options department to apply for funding from Walmart and the Walmart Foundation for the betterment of the community.

Sincerely,

Debbie Boothe-Schmidt
Chairperson SETD Board of Commissioners

Date: April 13, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.c Procurement Policy Adoption

This policy rewrite is a result of the recently held Compliance Review. RLS & Associates provided the template to us so that our Procurement Policy will meet all federal requirements.

Staff is recommending that the Board adopt the Procurement Policy.

**SUNSET EMPIRE TRANSPORTATION DISTRICT
SETD
FTA PROCUREMENT POLICY**

3/26/2020

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1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that SETD will use in the management of its third-party contracts. This manual is intended to ensure that Setd complies with Federal Transit Administration (FTA) and the Oregon Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from the Federal, state, and local governments. In all purchasing activity, the goal of SETD is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- 2 CFR § 200.317 – 200.326
- ODOT State Management Plan.

1.2. Applicability

This manual applies to all procurements undertaken and financed, in whole or in part, with FTA financial assistance provided to SETD to support **open market procurements**. An open market solicitation is used to purchase a good or service by soliciting from any available source. Most grantee procurement activity will be undertaken on the open market. Open market procurements exclude:

- Employment Contracts;
- Real Estate Contracts; and
- Intergovernmental Agreements.

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. SETD will avoid the following situations considered to be restrictive of competition:

- Application of unreasonable requirements placed on firms in order for them to qualify to do business;
- Imposition of geographic preference standards in the selection of vendors;
- Imposition of unnecessary experience and excessive bonding requirements;
- Use of noncompetitive pricing practices between firms or between affiliated companies;
- Employment of noncompetitive awards to any person or firm on retainer contracts;
- Failure to recognize organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;
- Use of "brand name" specifications without listing its salient characteristics and not allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Setd will conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt Oregon licensing laws from being considered in those disciplines that are regulated by the State of Oregon. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

1.3. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 4220.1F, Chapter III, § 3a) requires SETD to have written procurement procedures. This policy is designed to meet FTA and ODOT's requirements in this regard.

1.4. Relationship to Other Transit District Policies

The purpose of these purchasing policies and procedures are two-fold. First, the Transit District has established these policies and procedures to conform to the provisions of Federal procurement regulations that govern the Transit District's use of FTA and ODOT funds. Second, these policies and procedures assure that materials, supplies, services and equipment required for efficient and effective operation of the transit program are procured with regard to an analysis of price, quality, quantity, terms and delivery specifications. These policies and procedures pertain only to the Transit District's purchases made with FTA funds for the transit program; purchases with local funds and for purposes other than transit should follow the applicable Oregon Revised Statutes.

These policies may not answer all questions related to purchasing; if any employee of SETD has a question regarding these procedures, ODOT should be contacted for clarification and guidance.

When SETD undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy promulgated by the Transit District. When any conflict exists between this policy and the existing policies of the Transit District, the procedures in this policy shall prevail. If any employee of SETD determines that a conflict exists between these policies and state and local law, SETD shall contact ODOT and communicate the conflict.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest
- Gifts; and
- Violations.

2.2. Definition of Key Terms

As used herein, the following definitions apply:

Conflict of Interest – A situation in which an employee, Commissioner, officer, or agent has a private or personal interest sufficient to appear to influence the objective exercise of his or her official duties. A conflict of interest represents a divergence between a person covered by this policy and their private interests and their professional obligations to SETD such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise.

Financial Interest – An officer, agent, Commissioner, his or her partner, employee, or their immediate family, is considered as having a financial interest in a company if: they receive more than \$10,000 in consulting income, salaries, or equity in the company; they have more than 5 percent equity in the company; they have intellectual property rights in or receive royalties from the company; or they serve as a director, officer, partner, trustee, manager or employee of the company.

Immediate Family – Immediate family includes an employee's spouse, grandparent, parent, brother, sister, child or grandchild, his or her partner.

2.3. Applicability

No employee, elected official, agent, or other individual under an employment contract with Sunset Empire Transportation District, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of those previously listed individuals has a financial or other interest in the firm selected for award.

2.4. Gifts

Any contractor, subcontractor, or supplier who has a contract with the Transit District; has performed under such a contract within the past year; or anticipates bidding on such a contract in the future shall be prohibited from making gifts or to providing favors to any individual defined in Section 2.2. who is charged with the duty of:

- Preparing plans, specifications, or estimates for public contract; or
- Awarding or administering public contracts; or
- Inspecting or supervising construction.

SETD also prohibits all covered individuals defined in Section 2.2. who perform the functions listed above from receiving or accepting any such gift or favor.

2.5. Employee Conflicts of Interest

2.5.1. Conflicts of Interest

It shall be a breach of ethical standards for any SETD employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family, Commissioner, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2.5.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the Executive Director; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the Executive Director, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the Executive Director to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.5.3. Employee Disclosure Requirements

An SETD employee, who has reason to believe that he/she or his/her immediate family have an interest that may be affected by his/her official acts or actions as an SETD employee or by the official acts or actions of Setd, shall disclose the precise nature and value of such interest in a written disclosure statement to the Executive Director. The employee's disclosure statement will be reviewed by the Executive Director and the Executive Director will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the Executive Director has reason to believe that he/she or his/her immediate family has an interest that may be affected by his/her official acts or actions as an SETD employee or by the official acts or actions of SETD, he/she shall disclose the precise nature and value of such interest in a written disclosure statement to the Chief Operations Officer.

2.5.4. Confidential Information

An SETD employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with SETD.

2.5.5. Solicitation Provision

SETD shall insert the following provisions in all formal competitive solicitation documents for products and services:

These policies shall apply to SETD employees involved in procurement. It is a breach of ethical standards for any SETD employee to participate directly or indirectly in a procurement when the employee knows:

- *The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;*
- *A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or*
- *Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.*

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the Board of Commissioners, or other Sunset Empire Transportation District employees other than the designated procurement officer."

2.6. Organizational Conflicts of Interest

The procurement officer and technical personnel are encouraged to work closely with the Agency Legal Counsel to review all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the Transit District;
- A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. SETD will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature.

3. SETD RESPONSIBILITIES UNDER FEDERAL LAW

3.1. Third Party Contracting Capacity

SETD must maintain adequate technical capacity to carry out its FTA assisted projects and comply with Federal rules. SETD's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements.

3.2. Contract Administration System

SETD must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements.

3.2.1. Written Procurement Procedures

SETD must maintain and follow written procurement procedures that address:

- (a) Solicitations – Requirements for SETD solicitations are addressed in Section 5.
- (b) Necessity – Requirements related to SETD's need for products or services are addressed in Section 3.2.2.
- (c) Lease Versus Purchase – Requirements related to the use of lease or purchase alternatives to achieve an economical and practical procurement are addressed in Section 3.2.2
- (d) Metric Usage – Requirements related to the acceptance of products and services dimensioned in the metric system of measurement are addressed in Section 3.5.2.
- (e) Environmental and Energy Efficiency Preferences – Requirements related to preference for products and services that conserve natural resources, protect the environment, and are energy efficient are addressed in Sections 3.4.3 and 3.4.4.
- (f) Procurement Methods – Descriptions of the procurement methods that SETD may use are included in Section 5.
- (g) Legal Restrictions – Descriptions of Federal and state restrictions on SETD's acquisitions are included in Section 5.
- (h) Third Party Contract Provisions – Specific third-party contract provisions required for each third party contract and flow down requirements to subcontracts are included in Section 3.1 through 3.7.
 - (1) Sources – Descriptions of the availability and use of various sources of products and services are addressed in Section 4.
 - (2) Resolution of Third-Party Contracting Issues – Procedures related to the resolution of third party contracting issues are included in Section 6.8.

3.2.2. Adequate Third-Party Contract Provisions

SETD must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement.

3.2.3. Industry Contracts

SETD shall not use an industry developed contract or a contract that is provided by a bidder or offeror unless it has first evaluated the benefits of the contract. SETD shall ensure that such contracts include all required Federal provisions but do not include terms and conditions that may be unfavorable to SETD.

3.2.4. Revenue Contracts

SETD may enter into a revenue contract with a third party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. Any such said contract opportunity will follow a competitive selection procedures and principles outlined herein.

3.2.5. Record Keeping

SETD must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. SETD must maintain these records for five (5) years after SETD and its subrecipients, if any, have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – SETD must maintain and make available to ODOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level SETD must maintain records relating to:
 - (1) Procurement Method – SETD must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
 - (2) Contract Type – SETD must state the reasons for selecting the contract type it used;
 - (3) Contractor Selection – SETD must state its reasons for contractor selection or rejection;
 - (4) Contractor Responsibility – SETD must provide a written determination of responsibility for the successful contractor;
 - (5) Cost or Price – SETD must evaluate and state its justification for the contract cost or price; and
 - (6) Reasonable Documentation – SETD must retain documentation commensurate with the size and complexity of the procurement.
 - (7) Vendor Verification – SETD must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.

- (b) Access to Records – SETD must provide FTA and ODOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.

(c) Use of Technology/Electronic Commerce – SETD may use an electronic commerce system to conduct third party procurements. If SETD uses an electronic commerce system, then the following requirements apply:

- (1) Sufficient System Capacity – SETD's system must have sufficient system capacity necessary to accommodate all Federal requirements for full and open competition.
- (2) Written Procedures – Before any solicitation takes place, SETD must establish adequate written procedures to ensure that all information FTA/ODOT requires for project administration is entered into the system and can be made readily available to ODOT as needed.

3.3. Determination of Needs

SETD must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. SETD shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.4. Eligibility

All products and services to be acquired with FTA funds must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. All products and services to be acquired with FTA funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA assistance to be used is derived.

3.5. Necessity

SETD shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need.

3.5.1. Unnecessary Reserves

SETD shall limit the acquisition of Federally assisted property and services to the amount it needs to support its operations.

3.5.2. Acquisition for Assignment Purposes

SETD shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.

- (a) General Prohibition – SETD may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date.
- (b) Changes in the Recipient’s Needs – ODOT and FTA recognize that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. SETD’s later needs might decrease due to changed circumstances or honest mistakes. In those situations, SETD may assign its unneeded contract authority to another entity that would like to acquire the property or services.
- (c) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – SETD and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements.
 - (2) Participation in ODOT Sponsored Vehicle Procurements – SETD may enter into contracts developed by the State of Oregon to acquire vehicles.
- (d) Procurement Size – For every procurement, SETD shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women’s business enterprises, SETD shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.
- (e) Options – SETD shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, SETD may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (f) Lease Versus Purchase – SETD shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If SETD chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.
- (g) Specifications – SETD’s procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. SETD’s procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive or otherwise in violation of Federal or Oregon laws or regulations.

3.6. Contractor Responsibilities

SETD, in awarding contracts, financed in whole or in part, with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. § 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, SETD must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.6.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.6.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Part 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 CFR § 1200). SETD shall apply DOT’s debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT’s regulations that incorporate the requirements of Office of Management and Budget (OMB), “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)” (2 CFR § 180).

3.6.1.2. System for Award Management

The System for Award Management (SAM) combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- Central Contractor Registry (CCR)
- Federal Agency Registration (Fedreg)
- Online Representations and Certifications Application
- Excluded Parties List System (EPLS)

At its discretion, SETD may collect a debarment and suspension certification from the prospective third party contractor or include a clause in the third party contract requiring disclosure. Additionally, it shall be the policy of SETD to verify that the prospective third party vendor is not listed as a debarred contractor on SAM.

3.6.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$100,000, before awarding the contract, SETD will obtain a lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, “New Restrictions on Lobbying,” 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.6.3. Additional Requirements

In addition to the requirements outlined above, there are various requirements that may apply to SETD's third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of SETD to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. FTA Circular 4220.1F, Appendix D, has a matrix stipulating these conditions. These conditions may include:

- Federal Civil Rights Laws and Regulations
 - Federal Equal Employment Opportunity (EEO) Requirements
 - Nondiscrimination on the Basis of Sex
 - Nondiscrimination on the Basis of Age
 - Nondiscrimination in Federal Public Transportation Programs
 - Title VI of the Civil Rights Act
 - Environmental Justice
 - Limited English Proficiency (LEP)
 - Nondiscrimination on the Basis of Disability
- Socio-Economic Development Regulations
 - Disadvantaged Business Enterprises (DBE)
 - Small and Minority Firms and Women's Business Enterprises
 - Sensitive Security Information
 - Seat Belt Use
- Socio-Economic Requirements for the Acquisition of Property and Services
 - Labor Regulations
 - Wage and Hour Requirements
 - Fair Labor Standards
- Environmental Protections
 - Environmental Mitigation
 - National Environmental Policy Act (NEPA)
 - Protections for Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites
 - Clean Air
 - Clean Water
 - Recycled Products
 - Other Federal Environmental Protection Requirements
- Energy Conservation
- Preference for U.S. Property--Buy America
- Shipments of Property--U.S. Flag Requirements
 - Shipments by Ocean Vessel
 - Shipments by Air Carrier
 - Project Travel--Use of U.S. Flag Air Carriers
- Technical Restrictions on the Acquisition of Property and Services
 - Intelligent Transportation Systems (ITS)
 - Metric Measurements
 - Use of \$1 Coins

- Rolling Stock--Special Requirements
 - Accessibility
 - Transit Vehicle Manufacturer Compliance with DBE Requirements
 - Minimum Service Life
 - Spare Ratios
 - Air Pollution and Fuel Economy
 - Pre-award and Post Delivery Review
 - Bus Testing
 - In-State Dealers
 - Basis for Contract Award
 - Five-Year Limitation
- Public Transportation Services—Special Requirements
 - Protections for Public Transportation Employees
 - Drug and Alcohol Testing
 - Accessibility
 - Charter Service Restrictions
 - School Bus Restrictions
- Construction – Special Requirements
 - Bonding
 - Bid Guarantee
 - Performance Bond
 - Payment Bond
 - Anti-Kickback
 - Construction Safety
 - Labor Neutrality
 - Prevailing Wages

3.7. Bonding

Some procurements may require SETD to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects). When bonding is required, the following conditions will apply.

3.7.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, ODOT may accept the bonding policy and requirements of the Transit District provided that ODOT has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

3.7.1.1. Bid Guarantee

A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

3.7.1.2. Performance Bond

A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3.7.1.3. Payment Bond

A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

3.7.2. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570). As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of SETD to such accept sureties.

3.7.3. Reduced Bonding

SETD recognizes that bonding costs can be expensive. SETD will accept a local bonding policy that conforms to the minimums described in Section 3.4.1. If bonding levels are sought at levels less than these amounts, SETD must obtain the prior approval of ODOT/FTA. ODOT/FTA shall approve such requests only if it determines that SETD's bonding policy adequately protects the Federal interest in the project.

3.7.4. Excessive Bonding

SETD will adhere to FTA’s rules on excessive bonding requirements (FTA Circular 4220.1F, Chapter IV, § 2h(1)(f)). However, if SETD determines it has a material risk of loss because of a failure of the prospective contractor, bonding requirements may exceed those outlined in Section 3.7.1 only with the prior approval of ODOT/FTA.

3.8. Preference for U.S. Property—Buy America

Any construction contract exceeding \$150,000 entered into by SETD with FTA assistance shall include provisions that require the third party contractor to provide property produced or manufactured in the United States for use in the construction project that the recipient acquires, unless FTA has granted a waiver authorized by those regulations. FTA cautions that its Buy America regulations are complex and different from the Federal “Buy American Act” regulations in FAR Subparts 25.1 and 25.2.

Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, SETD may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether that property would comply with FTA's Buy America regulations.

3.9. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR § 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means use of SETD's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the Transit District's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. SETD does not charge force account labor to its FTA grants.

4.2. Joint Procurements

SETD may participate in joint procurements whereby SETD and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to SETD's participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- SETD is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal requirements and that the solicitation document and contract includes all required clauses and certifications.

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use.

The Oregon Department of Administrative Services (DAS) helps the PTD contract for appropriate vehicles to meet the needs of public transportation providers. While ODOT does not purchase vehicles directly, grantees are permitted to purchase vehicles from the online Oregon Procurement Information Network (ORPIN) system operated by DAS, which contains a list of qualified vendors for each vehicle type contracted. There are some vehicles on the contracts that do not fit within Oregon's useful life standards and are not eligible for reimbursement with grant funds. Therefore, PTD has created a crosswalk document that lists each vehicle within the state useful life categories. This document, posted on PTD's Web site, will assist agencies in selecting vehicles and documenting a process that meet all Federal

requirements for funding. The state price agreements were developed by DAS and ODOT procurement and PTD staff with input from transit agencies.

4.3.2. Applicability of Federal Provisions

When obtaining property or services in this manner, SETD must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While DAS and ODOT take all precautions to ensure that such provision are in the original solicitation and contract documents, it is ultimately SETD's responsibility to ensure such documents and certifications are obtained.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, SETD may request the vendor to append the required Federal clauses in the purchase order or other document that effects the SETD's procurement. When this method is used, SETD shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

4.3.3. Federal Supply Schedules

Purchases by SETD from Federal Supply Schedules established by the U.S. General Services Administration (GSA) are limited to the purchase of information technology (IT) products and to products and services to facilitate recovery from a major disaster. The following requirements apply to SETD purchases from GSA schedules:

- SETD is authorized to use GSA schedules for purchases of products and services to facilitate recovery from a major disaster that is declared by the President of the United States. Upon declaration of a major disaster by the President, SETD may purchase products and services from GSA schedules both in advance and in the aftermath of the emergency event. SETD shall be responsible for ensuring that the products and services acquired will only be used for recovery.
- SETD must ensure that all Federal requirements, required clauses and certifications are properly followed and included, whether in the master intergovernmental contract or SETD's purchase document.
- SETD is required to evaluate the reasonableness of prices obtained from GSA schedules. GSA schedule pricing may not be used as a sole or single source for procurement. SETD may only use GSA schedule pricing as one of multiple pricing sources solicited in accordance with its requirements for small purchases described in Section 5.

4.3.4. Existing Contracts

SETD may use existing contract rights as an acquisition source. An "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto.

4.3.4.1. Permissible Actions

Within the conditions set forth below, SETD may use existing contract rights held by another recipient of FTA assistance:

- (a) Exercise of Options – SETD may use contract options held by another recipient of FTA assistance with the following limitations:
- (1) Consistency with the Underlying Contract – SETD must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
 - (2) Price – SETD may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
 - (3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:
 - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
 - ii. Negotiating a Lower Option Price – Exercising an option after SETD has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.
- (b) Assignment of Contract Rights (“Piggybacking”) – If SETD finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another ODOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. SETD may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. SETD need not perform a second price analysis if a price analysis was performed for the original contract; however, SETD must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. SETD shall be responsible for ensuring the contractor’s compliance with FTA’s Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, SETD shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that SETD seeks, do not exceed the amounts available under the assigning recipient’s contract.

4.3.4.2. Impermissible Actions

SETD may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient’s reasonably

anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.

- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or “tag-on”. A change within the scope of the contract is not a cardinal change or “tag-on”.

4.4. The Open Market

SETD will acquire most of the property and services it needs through procurements in the open market using procedures described in Section 5 of this Manual.

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.”

5.2. Receipt and Evaluation of Unsolicited Proposals

SETD may enter into contracts based on an unsolicited proposal when authorized by applicable State law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, SETD must seek competition. To satisfy the requirement for full and open competition, SETD must take the following actions before entering into a contract resulting from an unsolicited proposal:

- Publicize its receipt of the unsolicited proposal;
- Publicize an adequate description of the products or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought;
- Publicize its interest in acquiring the products or services described in the proposal;
- Provide an adequate opportunity for interested parties to comment or submit competing proposals; and
- Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

If it is impossible to describe the products or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought, SETD may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific products or services proposed.

5.3. Prequalification

SETD may prequalify bidders, offerors, and products for procurement purposes; however, SETD is not required to do so. The decision of whether to require prequalification for eligibility to participate in procurement shall be made separately for every procurement and shall be approved by the Chief Operations Officer.

If SETD opts to prequalify bidders, offerors, and products for procurement purposes, the following conditions apply:

- SETD must ensure that all prequalification lists it uses are current;
- SETD must ensure that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and

- SETD must permit potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). SETD is not required to hold a particular solicitation open to accommodate a potential supplier that submits products for approval before or during that solicitation nor must SETD expedite or shorten prequalification evaluations of bidders, offerors, or products presented for review during the solicitation period.

5.4. Solicitation Requirements and Restrictions

Every procurement solicitation that SETD issues above the micro-purchase level (currently established in Federal guidance at \$10,000), must include the following information and be advertised in a manner that ensures adequate and open competition.

5.4.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of SETD's technical requirements for the products or services to be acquired in a manner that provides for full and open competition.

5.4.1.1. Descriptive Elements

SETD will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate.

5.4.1.2. Quantities

Additional quantities or options above SETD's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date.

5.4.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified.

5.4.1.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. SETD shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.

- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with SETD if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to SETD is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to «Dba_Name» Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

5.4.2. Evaluation Factors.

All solicitations issued by shall identify all factors to be used in evaluating bids or proposals. At the discretion of Chief Operations Officer, the relative order of importance and/or weights may be communicated to prospective offerors.

5.4.3. Permissible Contract Types

SETD shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.4.3.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.4.3.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

5.4.4. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.4.4.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.4.4.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between SETD and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.4.5. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.4.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.4.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve SETD right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this right, SETD will be obligated to award the contract to the low bidder.

5.4.8. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve SETD's right to reject all bids or offers.

5.5. Methods of Procurement

SETD shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Oregon and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA policies that address the needs of FTA recipients.

5.5.1. Micro-Purchases

5.5.1.1. Definition

Micro-purchases are those purchases of products and services that cost \$10,000 or less, as defined by 2 CFR §200.67 (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, SETD will use \$10,000 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.5.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following SETD employees:

- Executive Director; or

5.5.1.3. Competition

SETD may acquire products and services valued at less than \$10,000 without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.

5.5.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in SETD's Federally-assisted procurements.

5.5.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.

5.5.2. Small Purchases

5.5.2.1. Definition

FTA defines small purchases are those purchases of products and services, including construction services, that cost greater than \$10,000 but not more than \$150,000. For purposes of this policy, SETD will consider small purchase those that cost greater than \$10,000 but not more than \$150,000.

5.5.2.2. Approval Authority

Small purchases must be approved in writing by one of the following SETD employees:

- Executive Director and the Board of Commissioners

5.5.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of SETD to ensure that an adequate number of quotations, bids, or proposals are received

5.5.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in SETD's Federally-assisted procurements

5.5.2.5. Documentation

Every small purchase must be documented in the grantee's written procurement history file. The level of documentation is stipulated in Section 6.6.1.

For small purchases, price quotations may be oral or written.

5.5.2.6. Special Considerations

SETD may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the small purchase method of procurement.

Small purchases are exempt from FTA's Buy America requirements.

SETD reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Chief Operations Officer believes it is in the best interests of the SETD to do so.

5.5.3. Formal Purchases

5.5.3.1. Definition

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of \$150,000, as defined in 2 CFR § 200.88. For purposes of this policy, SETD will use formal procedures for all purchases over \$150,000.

5.5.3.2. Approval Authority

Large purchases must be approved in writing by the following SETD employees or officials:

- Executive Director; and the Board of Commissioners

No further delegation of approval authority for large purchases may be made.

5.5.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method; and
- Competitive Proposal method.

5.5.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised.

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business.

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal.

5.5.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase.

5.5.3.6. Special Considerations

SETD may acquire products and services via state contract in lieu of competitively procuring such products and services itself through the sealed bid and competitive proposal methods of procurement.

5.5.3.7. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids, is lowest in price. The vehicle through which bids are solicited is an Invitation for Bids (IFB). The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.

(a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than \$150,000. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:

- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
- (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
- (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
- (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
- (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.

(b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:

- (1) Publicity – The Invitation for Bids must be publicly advertised.
 - i. The Chief Operations Officer shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.
 - ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or

- b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
 - (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
 - (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
 - (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
 - (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
 - (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.

5.5.3.8. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to SETD or that is considered to be the “best value” to SETD. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable.

- (a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$150,000 when the nature of the procurement does not lend itself to sealed bidding and SETD expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:
 - (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
 - (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.

- (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
 - (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.
- (b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:
- (1) Publicity – The Request for Proposals must be publicly advertised.
 - (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
 - (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
 - (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
 - (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to SETD or that represents the “best value” to SETD with price and other factors considered.
 - (6) Best Value – SETD may award a contract to the offeror whose proposal provides the greatest value to SETD. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. SETD must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

5.5.3.9. Two-Step Procurements

SETD may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained.

- (a) Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to SETD’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.
- (b) Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors.

5.5.3.10. Architectural and Engineering (A&E) Services and Other Services

FTA's enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. § 1101 through 1104, to acquire A&E services.

- (a) Qualifications-Based Procurement Procedures Required – SETD must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;
- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

- (b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property.

- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:

- (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.
- (2) Price – Price is excluded as an evaluation factor.
- (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
- (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

5.6. Procurement by Other Than Full and Open Competition

Normally, SETD must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 CFR § 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.6.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.6.1.1. Competition Adequacy

After soliciting several sources and receiving an inadequate response, SETD shall review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more price quotes, bids or proposals. If SETD determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, SETD may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

5.6.1.2. Sole Source

When SETD requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, SETD may make a sole source award. In addition, when SETD requires an existing contractor to make a change to its contract that is beyond the scope of that contract, SETD will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:
 - (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to SETD only from one source and has not in the past been available to SETD from another source.
 - (2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
 - (3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

- (4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling SETD's needs.
- (b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, SETD should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
 - (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond SETD's control.
 - (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within SETD's control.
- (c) Unusual and Compelling Urgency – SETD may limit the number of sources from which it solicits bids or proposals when SETD has such an unusual and urgent need for the products or services that SETD would be seriously injured unless it were permitted to limit the solicitation. SETD may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services.
- (d) Authorized by ODOT – SETD may request permission from ODOT to allow it to use noncompetitive proposals for a particular procurement.
- (e) When Prohibited – Less than full and open competition is not justified based on:
 - (1) Failure to Plan – SETD's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
 - (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement;
- (f) Procurement Procedures – The following requirements apply when SETD completes a procurement utilizing less than full and open competition:
 - (1) Potential Sources – SETD must solicit offers from as many potential sources as is practicable under the circumstances.
 - (2) Sole Source Justification – SETD must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the Chief Operations Officer. If SETD decides to solicit an offer from only one source, SETD must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.

(3) Cost Analysis – SETD must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.

(g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Chief Operations Officer to be in the best interest of SETD, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA financial assistance. Any such determination must be made in writing and signed by the Chief Operations Officer.

5.7. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by SETD.

5.7.1. General

When evaluating bids or proposals received in response to a solicitation, SETD shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. SETD may not modify its evaluation factors after bids or proposals have been received without re-opening the solicitation.

5.7.2. Options

The following standards shall apply when awarding contracts that include options:

5.7.2.1. Evaluation Required

In general, SETD must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

5.7.2.2. Evaluation Not Required

SETD need not evaluate bids or offers for any option quantities when SETD does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

5.7.2.3. Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the Chief Operations Officer determines would be necessary or helpful. If SETD lacks qualified personnel within its organization, it may solicit evaluators from other transit organizations or may contract for evaluation services. If it does so, the procurement procedures in this policy will

apply to those contracts and to those contractors selected to perform evaluation functions on behalf of the recipient.

5.8. Contract Award Requirements

The following standards shall apply to all contract award decisions made by SETD:

5.8.1. Award to Other Than the Lowest Bidder or Offeror

SETD may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. SETD may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, SETD must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

5.8.1.1. Award Only to a Responsible Bidder or Offeror

SETD may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. SETD must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. SETD must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by SETD. For every procurement action above the micro-purchase level, SETD must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, SETD, at a minimum, must determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor:

- (a) Integrity and Ethics – Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
- (b) Debarment and Suspension – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (c) Affirmative Action and DBE – Is in compliance with the Common Grant Rules’ affirmative action and FTA’s Disadvantaged Business Enterprise requirements.

- (d) Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. § Section 5325(j)(2)(B).
- (e) Administrative and Technical Capacity – Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
- (f) Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations.
- (g) Financial Resources – Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
- (h) Production Capability – Has, or can obtain, the necessary production, construction, and technical equipment and facilities.
- (i) Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (j) Performance Record – Is able to provide a:
 - (1) Current Performance – Satisfactory current performance record; and
 - (2) Past Performance – Satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 - i. Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - ii. Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient’s solicitation, and
 - iii. Any Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror’s control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. ODOT expects SETD to consider the number of the bidder or offeror’s contracts involved and the extent of deficient performance in each contract when making this determination.

5.8.1.2. Rejection of Bids and Proposals

SETD may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. SETD must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor's wholly owned affiliates to perform other work in connection with the project.

5.9. Independent Cost Estimate and Cost and Price Analysis

5.9.1. Independent Cost Estimate

For every procurement, SETD shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals.

5.9.2. Cost or Price Analysis

SETD shall perform a cost or price analysis in connection with every procurement over \$150,000 and for all contract modifications.

5.9.2.1. Price Analysis

If SETD determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price.

5.9.2.2. Cost Analysis

SETD must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

5.9.3. Approval of Contracts

All contracts must be signed by the Chairperson of the Board.

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. SETD Staff Responsibilities

Prior to execution of third party contracts, SETD shall designate a Project Manager to serve as SETD's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

6.2.2. Scope of the Project

The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

6.2.3. Period of Performance

SETD will use sound business judgment and be judicious in establishing and extending a contract's period of performance.

6.2.3.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. SETD will also consider competition, pricing, fairness, and public perception. SETD's procurement files will document its rationale for determining the performance period designated for each contract.

6.2.3.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once SETD awards a third party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

6.2.3.3. Authority to Extend

The Chairperson of the Board has the sole authority to approve and execute contract modifications. The Chief Operations Officer for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The Chief Operations Officers shall prepare a written justification and cost analysis (if applicable) for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred SETD.

6.4. Payment Provisions

SETD will follow the provisions of this section when using FTA funds to support its third-party contracts.

6.4.1. Financial Support for the Project

Costs may only be incurred by SETD if ODOT has awarded a financial assistance contract to SETD.

6.4.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. SETD may use ODOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

6.4.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. SETD should always consider the costs associated with

providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. SETD, however, may not make progress payments for other than construction contracts based on this percentage method.

6.5. Protections Against Performance Difficulties

SETD shall include provisions in its third-party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.5.1. Changes

SETD shall include provisions that address changes and changed conditions in all third-party contracts except for routine supply contracts.

6.5.2. Remedies

SETD shall include provisions that address remedies in its third-party contracts. Provisions related to remedies may include provisions for:

6.5.2.1. Liquidated Damages

SETD may use liquidated damages if SETD reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect SETD's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account.

6.5.2.2. Violation or Breach

Third party contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor.

6.5.2.3. Suspension of Work

SETD may include provisions pertaining to suspension of work in its third-party contracts.

6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000.

6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.6.1. Written Record of Procurement History

SETD shall maintain written records detailing the history of the procurement, including records relating to:

6.6.1.1. Procurement Method

SETD must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.

6.6.1.2. Contract Type

SETD must state the reasons for selecting the contract type it used.

6.6.1.3. Contractor Selection

SETD must state its reasons for contractor selection or rejection, including written justification and evaluation documents.

6.6.1.4. Contractor Responsibility

SETD must provide a written determination of responsibility for the successful contractor.

6.6.1.5. Cost or Price

SETD must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis.

6.6.1.6. Reasonable Documentation

SETD must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt and evaluation of offers, and contract award, negotiation and execution.

6.7. Access to Records

Federal rules (49 U.S.C. § 5325(g)) provide FTA and ODOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

6.8. Contract Administration and Close-Out Documents

SETD shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.8.1. Contractor Performance

SETD must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes and disciplinary actions.

6.8.2. Contract Deliverables

SETD must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

6.8.3. Contract Changes

SETD must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation and execution.

6.8.4. Contract Payments

SETD must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

6.8.5. Contract Close-Out

SETD must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to SETD, and contract audit and final reconciliation.

6.9. Protest Procedures

6.9.1. Statement of Policy

SETD is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third-party procurements using good administrative practices and sound business judgment.

In general, ODOT will not substitute its judgment for that of SETD unless the matter is primarily a Federal concern. Nevertheless, ODOT and FTA can become involved in SETD's administrative decisions when a SETD protest decision is appealed to ODOT.

SETD shall give timely notification to ODOT when it receives a third-party procurement protest and will keep FTA informed about the status of any such protest. SETD shall disclose all information about any third-party procurement protest to ODOT upon request.

SETD's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. SETD shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.9.2. SETD Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- Chief Operations Officer – Responsibilities include: ensuring that the SETD Protest Procedure is included in all solicitation documents; and providing information to and assisting the Chairperson of the Board and Agency Legal Counsel with the resolution of protests.
- Agency Legal Counsel – Responsibilities include: reviewing all procurement protests; and advising and assisting the SETD as needed with the resolution of all procurement protests.

6.9.3. Solicitation Provision

SETD shall insert the following provision in all solicitation documents:

6.9.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency

letterhead or by electronic mail) to the Chief Operations Officer as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Chief Operations Officer may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Chief Operations Officer as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Chief Operations Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.9.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by SETD, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, SETD's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Chief Operations Officer as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by SETD.

The Chief Operations Officer may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that SETD shall announce the contract award.

The decision by the Chief Operations Officer shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by ODOT as specified below.

6.9.4. Requirements for Protests

All protests must be submitted to SETD in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by SETD.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Chief Operations Officer at the address shown in the solicitation documents.

6.9.5. Protest Response

The Chief Operations Officer shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, SETD will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official SETD response to the protest and SETD will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.9.6. Review of Protests by ODOT

All protests involving contracts financed with Federal assistance shall be disclosed to ODOT. Protesters shall exhaust all administrative remedies with SETD prior to pursuing protests with ODOT. ODOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to ODOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of SETD final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to ODOT.

Date: April 13, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.d RLS & Associates Agreement Approval

The committee reviewed the three proposals submitted for the update of our Coordinated Human Services Transportation Plan. RLS's proposal which is included in your packet, was chosen by the RFP review committee consisting of Paul, Jason and myself. We independently reviewed the proposals based on scoring criteria I included in the RFP. We unanimously scored RLS's proposal the highest amongst the three proposals. Even though cost wasn't one of the criteria involved in scoring the proposals, RLS had the lowest cost submittal. This project is funded by STIF and I had assigned a budget of \$25,000 for it. Their cost proposal came in at \$24,999.43.

The attached agreement is from a template our legal counsel has provided us and includes all of the required Federal Clauses. Staff is recommending that the Board approve the Agreement with RLS and Associates and authorize the Board Chair to sign it.



Request for Proposals: Coordinated Human Services Transportation Plan

March 16, 2020

Prepared for the Sunset Empire Transportation District



Submitted by: RLS & Associates, Inc.

3131 S. Dixie Hwy, Suite 545, Dayton, OH 45439 | www.rlsandassoc.com | 937.299.5007

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Moving Public Transportation Into the Future

March 16, 2020

Mr. Jeff Hazen, Executive Director
Sunset Empire Transportation District
900 Marine Drive
Astoria, OR 97103

Dear Mr. Hazen,

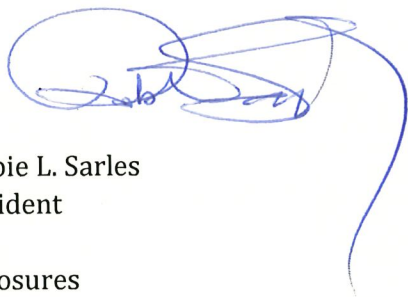
RLS & Associates, Inc. (RLS) is pleased to submit the enclosed proposal in response to Sunset Empire Transportation District's Request for Proposals to update the SETD Coordinated Human Services Transportation Plan.

RLS, a woman-owned transportation consulting company headquartered in Dayton, Ohio, is a certified DBE in the State of Oregon. The company provides planning, training, technical assistance, and management and operations consulting services to transit systems, federal and state departments of transportation, and government agencies throughout the United States. The company's primary work objective is assisting local communities, governmental entities, transportation providers, and human service agencies with transportation-related issues. As a result, RLS has developed a nationally recognized reputation within the transportation industry for responding to clients' individual needs and offering pragmatic, implementable solutions to the critical issues facing today's transportation systems. RLS prides itself on products that, rather than "sit on a shelf," have been developed in such a way as to guide and direct transit leaders for years to come.

For this response, RLS has assembled an experienced team unrivaled in its ability to provide the type of services required. The project manager for this engagement will be Ms. Christy Campoll, Associate, who brings nearly ten years of progressively responsible experience in the transportation industry. Ms. Campoll has managed coordinated transportation planning projects for rural and small urban areas as well as for multi-county regions. An experienced facilitator, planner, and project manager, Ms. Campoll has worked with dozens of diverse community and transit systems during her career, including in Oregon. Ms. Campoll will be supported during all project phases by RLS Senior Associate Ms. Laura Brown, who has conducted a wide range of coordinated transportation planning and transit research efforts across the country over a 17-year career with the company. Provided within this proposal is a sample of projects evidencing RLS' success on similar engagements. As President of RLS, I am the Principal-in-Charge and will be responsible, in cooperation with the Project Manager, for overall project oversight.

I am the individual authorized to negotiate this offer and attest that all information presented is true and correct. All activities performed within the proposed scope of work, notwithstanding SETD unforeseen needs, will be at the not-to-exceed price of \$24,999.43. This offer remains valid for 120 days. You may contact me by telephone at (937) 299-5007, email at rls@rlsandassoc.com, fax (937) 299-1055, or mail at 3131 South Dixie Highway, Suite 545, Dayton, Ohio 45439.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Robbie L. Sarles", with a long, sweeping underline that extends to the right.

Robbie L. Sarles
President

Enclosures

STATEMENT OF UNDERSTANDING

COORDINATED HUMAN SERVICES TRANSPORTATION PLAN

RLS & Associates, Inc. (RLS) is pleased to submit to the Sunset Empire Transportation District (SETD) its proposal to update the agency's Coordinated Human Services Transportation Plan. RLS understands that the purpose of this plan is to identify the transportation needs of individuals with disabilities, older adults, and people with low incomes in Clatsop County, Oregon; provide strategies for meeting these needs; prioritize the strategies for funding and implementation; and, design a multi-year implementation plan. The planning process and final document will satisfy the requirements of the Oregon Department of Transportation and comply with the Fixing America's Surface Transportation (FAST) Act.

RLS understands that SETD has established five objectives for the Coordinated Plan update: to create a five-year strategic plan to meet non-Medicaid human service transportation needs; to identify human service transportation needs and service gaps in the context of an expanded regional network; to identify transportation options and coordination strategies that will meet rural and human service transportation needs; to develop strategies and recommendations that complement the agency's Long-Range Comprehensive Transportation Plan; and, to meet requirements for Federal Transit Administration (FTA) grant programs. The update to the Coordinated Plan should build upon the existing successful arrangements currently in place in Clatsop County and nearby areas, including the NW Connector transit agency alliance and SETD's partnerships with human service agencies serving clients with disabilities.

The FTA requires that projects selected for funding under the Section 5310 grant program be included in a locally developed, coordinated public transit-human services transportation plan. The plan must be "developed and approved through a process that includes participation from the public, including seniors, individuals with disabilities, and public, private and non-profit human service agency transportation providers." The planning process must also include an assessment of existing transportation resources and the gaps or unmet needs that exist. Based on the assessment of needs and gaps, the plan must identify goals and strategies that specifically address the identified needs. All goals and strategies must be prioritized, and an implementation plan must be developed and adopted by the local entity. As demonstrated within this proposal, the RLS team has successfully conducted dozens of Coordinated Plans across the country. The team has also successfully assisted states, urban regions, and rural areas with the implementation of the coordinated goals and strategies that were recommended during the planning process. The most successful plans are those designed specifically to meet the needs of the region's stakeholders.

PROJECT MANAGEMENT APPROACH

RLS is known for its personable, but professional, staff and its nonthreatening, positive approach to the management of all projects, but particularly with the conduct of planning projects. RLS' high ethical standards and commitment to integrity are intrinsic to the organization. Project managers of RLS engagements are responsible for the development of the scope of work, timeline, and

deliverables in the initial proposal phase and are responsible for contract, scope, and budget adherence throughout the project until completion.

This engagement will be managed by Ms. Christy Campoll, an efficient and proactive project manager who will have a two-fold mission in directing this project. First, Ms. Campoll will prioritize responsiveness to SETD, remaining in frequent contact throughout the project until the final deliverables are completed. SETD will have ample opportunity to evaluate draft deliverables and provide feedback that will be carefully considered and incorporated into the final products. Ms. Campoll will travel to Clatsop County on three occasions throughout the project, maximizing the ability to receive stakeholder input on a person-to-person basis. Secondly, Ms. Campoll will track the timeliness of all deliverables and ensure that tasks are conducted in a high-quality and efficient manner. The Request for Proposal documents approximately 20 deliverables, including surveys, summaries, presentations, and reports. These deliverables will be stored in a web-based, password-protected file hosted on the RLS website that will be available to SETD throughout, and after, the project, for storage and downloading of all documents.

TECHNICAL APPROACH

RLS' mission in all projects is to first, fully understand the client's needs; second, to create a product that is uniquely designed to meet those needs; third, to not only meet the intent of the project but to also produce a deliverable that is both realistic and implementable; and fourth and finally, to perform the work on time and within the established budget. RLS has a documented record of success in meeting all of these goals, particularly in the development of Coordinated Plans.

RLS assembles each project team with the best combination of experts with the extraordinary skills and expertise required for the areas specified in the client's scope of work. This project will be managed by Ms. Campoll, with knowledgeable support and expertise provided by Ms. Laura Brown throughout the project. The relationship between Ms. Brown and Ms. Campoll is collaborative rather than hierarchical. As a team, they have partnered to manage numerous planning and coordination projects, including 11 multi-county regional West Virginia Coordinated Plans; the statewide Coordinated Plan for rural areas of Nevada; the Stark County, Ohio Ridership Survey, Coordinated Plan, and Transit Development Plan; the Monroe County, Indiana Rural Transit Optimization Plan; the Miami Valley Regional Planning Commission Coordinated Plan; the Central Indiana Sections 5307/5311 Funding Suballocation Plan; the Central Midlands Council of Governments Coordinated Plan; and others. As a team, Ms. Brown and Ms. Campoll possess nearly 30 years of experience in public and human services transportation planning, technical assistance, and management, with the majority of the experience in rural and suburban areas that have many similarities to Northwest Oregon.

In all projects, RLS' first priority is to meet or exceed a client's expectations and goals. This is accomplished through four primary avenues:

- ◆ **Designated Project Managers** for both the client and RLS.

- ◆ A **structured delivery process** that includes a clearly written scope of work with defined time schedules, cost estimates, and deliverables.
- ◆ A **quality assurance process** for all deliverables.
- ◆ A **management oversight** process that ensures that projects are delivered on time and within budget.

The content that follows offers clarification of key staff expertise and relevant RLS project experience.

PROPOSED RLS MANAGEMENT STRUCTURE AND PERSONNEL

OVERVIEW

RLS & Associates, Inc. is aware that a well-organized, clearly defined project management plan is critical to conduct the proposed work effort in an effective, cost-efficient manner. As such, RLS has assembled a project team with extraordinary skills and expertise in the area of coordinated public transit and human service transportation planning services. Members of the project team fully understand the fundamental principles of coordinated transportation planning, are thoroughly versed in transportation service planning, management, and operations, and bring exemplary knowledge of requirements of Federal programs and funding sources.

Ms. Robbie Sarles will perform the overall administration of the contract. Ms. Sarles brings many complements to the team; most applicable is her experience with developing coordinated transportation handbooks for the Ohio, Minnesota, and West Virginia departments of transportation, as well as decades of involvement in the financial management of public transit and human service agency-public transit coordination efforts.

The proposed Project Manager is **Ms. Christy Campoll**. Ms. Campoll currently serves in project assignments as Project Manager, Lead Planner, and Researcher, as well as Reviewer for RLS' planning and compliance teams in four states, including Oregon. A former transportation Vice President, Ms. Campoll managed a successful rural demand response transit system in central Indiana that made significant gains in ridership and cost-efficiency under her leadership. A strong Project Manager, Ms. Campoll is experienced in overall grants and transit management and operations. Her current responsibilities for RLS include providing leadership and support on local, regional, and statewide coordination plans, service evaluations, transit development plans, and comprehensive operational assessments. A dynamic public speaker and skilled meeting facilitator on the topic of public and human service transportation, Ms. Campoll will lead all project communication efforts and deliver all on-site presentations.

As Subject Matter Expert for the project, **Ms. Laura Brown** will have a significant planning role. Ms. Brown has a solid and diverse background in transit planning, coordination, and operations supplemented with organizational management and financial planning. As RLS' Senior Associate for

coordinated planning, she has, over the past 17 years, managed and/or contributed to several high-profile coordinated planning projects in diverse areas throughout the United States, from rural areas to large cities to entire states. Ms. Brown will provide expertise and support on all tasks of the project. She will participate with Ms. Campoll in all teleconference meetings with SETD to provide insight and guidance during discussions of prior plan recommendations, approaches to public and stakeholder engagement, needs assessment, strategy development, and implementation planning.

Mr. Nathan Bubash will provide GIS data analysis and maps for the project. He will also assist with provider inventory development and demographic research. Mr. Bubash is RLS' in-house expert on U.S. Census data, survey analysis, and use of GIS technology in spatial analysis.

KEY STAFF

Short descriptions of the relevant qualifications of the RLS team are provided below. Full resumes are provided in the Appendix.

Robbie Sarles, President, Principal-in-Charge

The **Principal-in-Charge** for this study is Ms. Robbie Sarles. Ms. Sarles' career in the public transportation field spans over 38 years in both the public and private sectors in progressively responsible positions. Since founding RLS & Associates, Inc. in 1987, she has focused on providing transportation management consulting services to public transit systems, paratransit systems, government agencies, and the private sector, working directly with senior-level DOT staff, legislators, and local elected officials to discuss and address complex issues. Ms. Sarles has personally developed dozens of transit development and service plans for transit systems of all sizes throughout the country. She has built a well-respected reputation for developing sound, practical solutions that are both realistic and implementable.

Ms. Sarles is currently the Project Manager and Lead Consultant for the Ohio Mobility Transformation, a project intended to restructure the way human service transportation dollars are managed within Ohio and increase coordination among various transportation providers. For the last three years, she has been intimately involved with the Ohio Department of Transportation and 13 other state-level agencies in this groundbreaking effort, which will radically change the way human service dollars are allocated and spent, and transportation services are provided in Ohio. A major part of this is determining the fully allocated cost of all these services and coordinating the invoicing and reporting of these resources in a streamlined and efficient manner. The culmination of this effort is being played out in two pilot programs in southeastern and southwestern Ohio, respectively. The lessons learned and successes of these two programs will be replicated throughout Ohio, and, hopefully, the nation. Also, in 2019, RLS was awarded the Small Business Innovation Research (SBIR) Program under contract with the U.S. Department of Transportation. RLS is developing a cost allocation methodology and technological application for Non-Emergency Medical Transportation. Ms. Sarles is the Principal-in-Charge of the SBIR project. She also continues to provide expertise in the areas of operations management, planning, compliance, and governance for dozens of ongoing RLS engagements. Recently, she directed the efforts to develop an eLearning

series for the Community Transportation Association of America (CTAA) entitled “Reaching Consensus Among Coordination Partners”. This is a seven-module, on-line training course to educate and assist coordination stakeholders—transit systems, human service agencies, local governmental entities, and essentially anyone with interest in coordinating transportation to improve mobility and access in the local community or region—in not only bringing coordination partners to the table, but identifying and using their strengths, skills, and talents to achieve transportation coordination.

Ms. Sarles completed an M.S. in Transportation Engineering and an M.S. in City and Regional Planning from Ohio State University, and a B.S. in Geography and Psychology from Western Kentucky University.

Christy Campoll, Associate, Project Manager

A former Transit Manager, Mobility Manager, and transportation Vice President, Ms. Campoll managed a successful rural demand response transit system in central Indiana from 2015 to 2017. This \$1.5 million, 22-bus system provided 66,028 one-way trips in 2017, a 31% increase over 2015, while subsidy per trip decreased by 16% over the same time period. Prior to working as a Transit Manager, Ms. Campoll was the Mobility Manager for Central Indiana Regional Transportation Authority (CIRTA) in Indianapolis, Indiana. Several coordinated transportation services are administered under the CIRTA umbrella, including vanpool, commuter bus routes, and coordination with public, private, and human service agency transportation providers. While at CIRTA, Ms. Campoll facilitated the County Connect transit provider network, which brought public and human service transportation providers together to implement strategies to improve regional mobility within a ten-county area. A strong Project Manager, Ms. Campoll is experienced in overall grants and transit management and operations. Ms. Campoll’s responsibilities for RLS include managing local, regional, and statewide coordination plans, service evaluations, transit development plans, and comprehensive operational assessments.

Some of Ms. Campoll’s recent project efforts include meeting facilitation, provider support, and data analysis for the Ohio Mobility Transformation, a project intended to restructure the way human service transportation dollars are managed within Ohio and increase coordination among various transportation providers; leading the SARTA Transit Development Plan, a five-year, short-range plan for a small urban transit provider in Stark County, Ohio; co-managing the West Virginia Coordinated Plan Updates project, including public and stakeholder input collection and the development of coordination strategies in 11 multi-county regions in West Virginia; and, demand-response transit service expansion planning and fixed route network development for the Guilford Township Transit Plan, a plan to increase transit service in a formerly rural, rapidly developing suburb of Indianapolis. Ms. Campoll’s other recent and past projects include conducting public input meetings, creating provider inventories, interviewing stakeholders, and strategic planning for Coordinated Transportation Plan projects, including the Nevada Statewide Coordinated Plan, Miami Valley Regional Planning Coordinated Plan Update, the Kokomo/Howard County Coordinated Plan, and the Central Midlands Council of Governments Coordinated Plan. Finally, Ms. Campoll provides support and follow-up technical assistance for compliance oversight of transit systems in Oregon, Indiana, Ohio, and North Carolina. In 2018 and 2019, she participated in on-site compliance reviews for eleven of Oregon’s transit providers through RLS’ compliance monitoring contract with ODOT,

during which she built significant knowledge of the operating and governance structure of Oregon rural transit systems, including familiarity with the Special Transportation Fund (STF) and the Statewide Transportation Improvement Fund (STIF) funding programs.

Ms. Campoll completed a Master of Public Affairs and a Bachelor of Arts in Religious Studies from Indiana University – Bloomington.

Laura Brown, Senior Associate, Subject Matter Expert

Ms. Brown will be providing expert input, support, and guidance throughout the project. She brings a solid and diverse background of human services coordination and transit planning and operations supplemented with organizational management and financial planning. Before re-joining RLS in 2007, where she had four years of rural and small urban planning and operations experience, Ms. Brown worked for three years with the Northrop Grumman Information Technology, Defense Group, providing financial planning of 27 Department of Defense contracts totaling \$36 million.

Ms. Brown has led numerous regional and local public and coordinated transportation planning efforts including the Miami Valley Regional Planning Coordinated Plan Update; the Nevada Statewide Coordinated Plan; the KYOVA (Kentucky-Ohio-West Virginia) Interstate Planning Commission Coordinated Transportation Plan Update; Central Indiana Regional Transportation Authority (CIRTA) Rural/On-Demand Transit Study; the Indiana Department of Transportation regional coordinated transportation plans; the West Virginia Coordinated Plan Updates; coordination plans for eight counties in Ohio; the Lowcountry South Carolina Coordinated Transportation Expansion Plan; the Matanuska-Susitna Short Range Transit Plan; the Sitka, Alaska Five-Year Coordinated Transportation Plan; the Kodiak, Alaska Mobility Management Plan; and, the Anchorage, Alaska Coordinated Transportation Plan. Ms. Brown was also a Project Manager or lead contributor to numerous Transportation Development Plans and Transit Needs Assessments, which included extensive outreach to local stakeholders and the inventory and evaluation of public, agency, and military installation transportation needs.

Ms. Brown completed a Master of Public Administration at Wright State University and received a Bachelor of Arts in Sociology from The Ohio State University.

Nathan Bubash, Technical Analyst, Project Support

Mr. Bubash joined the RLS staff in 2018 and is currently completing a Master's degree in Public Administration and Geographic Information Science Certificate at Wright State University in Dayton, Ohio. Mr. Bubash specializes in the use of GIS to create maps and provide spatial analysis using U.S. Census data. Some of Mr. Bubash's recent projects include producing demographics maps for the Miami Valley Regional Planning Coordinated Plan Update and West Virginia Coordination Plan Updates, fixed route system maps for the Tiffin, Ohio and Concord, New Hampshire transit expansion plan projects, transportation provider data collection for the West Virginia Coordinated Plan Updates, and survey data analysis for the aforementioned projects. He is currently providing

data collection and analysis support for RLS' public transit safety plan contracts and technical support for e-learning modules as part of multiple state RTAP contracts.

Mr. Bubash completed a Bachelor of Arts. in Public Administration and Urban and Regional Planning at Miami University, Oxford, Ohio, in May 2018.

Experience

RELEVANT PRIOR EXPERIENCE

RLS & Associates, Inc. (RLS) specializes and works **exclusively in the transit industry**, providing consulting assistance to small, medium, and large public transit systems, Federal and state departments of transportation, government agencies, and paratransit operators. This woman-owned business enterprise was established in September 1987 and incorporated in 1990 in the State of Ohio and has grown to be a highly respected and sought-after consulting firm in the transit industry today. Since its inception, RLS' mission has been to **"assist the transit community in identifying, facing, and meeting current and future challenges in an affordable, practical, and high-quality manner while maintaining the highest standard of integrity and professionalism."** Within this mission, RLS has concentrated on improving public transportation system operations and administration through the use of sound financial management practices, the responsible use of capital resources, and quality customer service, believing that these are the core areas where the greatest contributions can be made and where the talents and resources of the firm can provide the greatest benefit. As a result, the RLS professional staff conducts projects across the country in a number of areas, including:

- ◆ Transit Service Operations, Design, and Evaluation
- ◆ Paratransit Service Planning, Development, and Implementation
- ◆ Strategic Planning
- ◆ Regulatory Compliance
- ◆ Safety and Security
- ◆ Transit Asset Management
- ◆ Compliance/Management Performance Reviews
- ◆ Performance Measures and Monitoring
- ◆ Program and Policy Development and Review
- ◆ Financial Management and Cost Allocation
- ◆ On-going Technical Assistance and Training to Meet the Specific Needs of Transit Systems
- ◆ Procurement and Third Party Contracting
- ◆ Transit Technology and Small Capital Purchases

RLS past projects with similar content, scope, or geographical area to the SETD Coordinated Human Services Transportation Plan Update are provided in this section.

Indiana Regional Coordinated Plans **Indiana Department of Transportation**

Todd Jennings
(317) 232-1483

tjennings@indot.in.gov

Contract amount: \$220,000 (Amount spent: \$218,692)

November 2016 – November 2017, Completed on-time
RLS Staff: Laura Brown, Robbie Sarles

RLS updated 11 rural Indiana Regional Coordinated Transportation Plans in compliance with the updated coordination requirements for funding as part of the FAST Act. Each plan reflected all transportation services within the region, even those funded by agencies other than FTA, and reflected public participation at the local level. After conducting a resource assessment, public input, outreach efforts, and focus groups, the RLS team developed a list of prioritized goals and objectives for each region, from which an implementation plan was designed, identifying for each strategy the lead agency, funding resources, timeline, and performance measures.

Statewide Coordination of Community Transportation Services
New Hampshire Department of Transportation

Fred Butler

(603) 271-2565

frederick.butler@dot.nh.gov

Contract amount: \$49,761 (Amount spent: \$49,392)

July 2016 – February 2017, Completed on-time

RLS Staff: Laura Brown, Robbie Sarles

RLS worked with the New Hampshire Department of Transportation (NHDOT) Bureau of Rail and Transit to revise and rewrite a Statewide Coordination of Community Transportation Services Plan for New Hampshire. The state of New Hampshire developed its original plan, the 2006 Statewide Coordination of Community Services Plan, to implement statewide coordination of human service and community transportation. A resulting executive order created a Statewide Coordinating Council (SCC) that represents diverse groups in the transportation field. Members of the SCC represent state agencies, providers, consumers, planners, and advocates. Significant portions of the 2006 statewide plan were implemented, including the formation of the SCC and nine Regional Coordination Councils (RCC), development of regional coordination plans, and implementation of new services and coordination efforts at the regional level using funding committed by the NH DOT. Other elements of the statewide plan were not implemented due to current fiscal and policy environments. RLS was hired in 2016 to work with the SCC and RCC to develop a new statewide coordination plan and evaluate and recommend a strategy for the state to further implement the plan. The Scope of Work involved an assessment of existing conditions, suggestions to improve and enhance transportation coordination, and stakeholder feedback.

Kokomo/Howard County Coordinated Public and Human Services Transportation Plan
Indiana Department of Transportation

Todd Jennings

(317) 232-1483

tjennings@indot.in.gov

Contract amount: \$13,200

April 2018 – October 2018, Completed on-time

RLS Staff: Christy Campoll

INDOT requested that RLS conduct an update to the 2008 Coordinated Public Transit Human Services Transportation Plan for Kokomo/Howard County, a small urban area in north-central Indiana. The project included analysis of demographic information included in Kokomo/Howard County's recent Comprehensive Plan; analysis of a public survey on transportation conducted recently by Kokomo/Howard County; a transportation and human service provider survey; a stakeholder input meeting; a public meeting; and, a final report that synthesized all collected information, provided a transportation needs assessment, and outlined strategies for service expansion and provider coordination.

Miami Valley Regional Planning
Coordinated Plan Update
Miami Valley Regional Planning
Commission, Ohio

Brian Martin
(937) 531-6540

bmartin@mvrpc.org

June 2018 – December 2019

Contract amount: \$100,000 (Amount spent: \$96,869)

June 2018 – December 2019, Completed on-time

RLS Staff: Laura Brown, Christy Campoll



MIAMI VALLEY
COORDINATED
Public Transit-Human Services
TRANSPORTATION PLAN
2019 Update

RLS updated the Human Services Transportation Coordination (HSTC) Plan for the Miami Valley area in Ohio, including Montgomery, Greene, Miami, and northern Warren Counties. The Human Services Transportation Coordination Plan Update provides:

- ◆ An updated assessment of available services that identifies current transportation providers;
- ◆ An updated assessment of transportation needs for individuals with disabilities, seniors, and other transportation disadvantaged populations;
- ◆ New goals and strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to achieve efficiencies in service delivery, with a special emphasis on new and emerging technologies for requesting, scheduling, and delivering transportation services;
- ◆ Detailed strategies for tracking participation in a variety of ongoing coordination efforts; and,
- ◆ Priorities for funding and project implementation based on resources (from multiple program sources), time, and feasibility for implementing specific strategies and/or activities identified.

The RLS team approach included community engagement meetings in each county and the core of the Dayton area, and ongoing work with the project steering committee and Human Services Transportation Council, made up of more than 30 key local stakeholders. The plan resulted in a document and tool that is visually appealing and written in language that is straightforward and quickly understood by any interested party. The goal was to meet the FTA guidelines for coordinated transportation planning, and to do it in a way that motivates the local community to be involved in making it happen!

**Stark Area Regional Transportation Authority
and Coordinated Transportation Plan
Stark Area Regional Transportation Authority,
Ohio**

Latrice Virola
(330) 477-2782

lvirola@sartaonline.com

Contract amount: \$85,302 (Amount spent:
\$75,391)

April 2018 – May 2019, Completed on-time

RLS Staff: Laura Brown, Christy Campoll, Nathan Bubash



RLS conducted an update to the Stark County Human Services/Public Transit Coordinated Transportation Plan. The public input phase of the project involved a robust surveying process, including an onboard survey of SARTA fixed route passengers, a mailed survey of paratransit riders, and an online public input survey. RLS also conducted a public meeting and interviews with local stakeholder organizations to assess transportation needs in Stark County. RLS developed a set of transportation goals and recommended system improvement strategies, including costs for all strategies. The goals and strategies were presented at a second public meeting attended by 46 SARTA riders and community stakeholders. The strategies included the restructuring of countywide demand response service to reduce costs, replacing low-performing fixed routes with on-demand or microtransit services, creating partnerships with nonprofit transportation providers to operate Sunday service and other strategies to improve the productivity and cost-efficiency of SARTA. Following the Coordinated Plan, RLS developed a 2020-2025 Transit Development Plan for the organization. This plan included a performance analysis of SARTA's fixed route network and paratransit service, and a set of service alternatives for implementation that will support SARTA's goal of expanding mobility in Stark County while controlling costs.

**Coordinated Transportation Plan Update: Section 5310 Program Administration Assistance
KYOVA Interstate Planning Commission, West Virginia**

Saleem Salameh
(304) 523-7434

ssaleme@kyovaipc.org

Contract amount: \$11,500 (\$6,500 – Coordinated Plan; \$5,000 – Program Assistance)

March 2019 – May 2019 (Coordinated Plan), December 2018 – December 2019 (Program Assistance); Completed on-time

RLS Staff: Laura Brown

RLS conducted public outreach, a needs assessment, and developed goals and strategies focused on coordinated transportation outside of West Virginia but within the KYOVA Interstate Planning Commission service area (portions of Ohio and Kentucky). This project was conducted concurrently with the West Virginia Coordinated Plan Update project, also conducted by RLS, which included the updating of the Coordinated Plan for the West Virginia portion of the KYOVA service area. In addition, RLS provided technical assistance for Ashland Bus System's Safety Plan during this engagement. For the Coordinated Plan Update, RLS facilitated one round of public meetings outside of West Virginia, conducted an online survey about unmet transportation needs, worked with local

stakeholders to develop goals and strategies to address transportation needs, and prioritized the strategies. Additionally, under an extension of the Coordinated Plan Update contract, RLS assisted with the administration of the program by updating the Section 5310 grant applications for vehicles, technology, and mobility management. RLS focused on the development of a simplified application that would attract eligible applicants from Ohio, Kentucky, and West Virginia to apply for funds that support the goals identified in the plan. Aspects of the plan that were improved included strengthening the language about non-U.S. DOT funding that could be used as local matching funds for Section 5310. The process also clarified potential mobility manager roles and responsibilities as well as opportunities for capital costs of contracting.

Nevada Statewide Rural Coordinated Transportation Plan

Nevada Department of Transportation

For reference information, please contact RLS.
Contract amount: \$190,718 (Amount spent: \$78,205)
April 2018 – May 2019, Completed on-time
RLS Staff: Laura Brown, Christy Campoll



RLS developed the comprehensive Statewide Rural Coordinated Transportation Plan for the Nevada Department of Transportation. The analysis for this plan was conducted on a statewide level with regional implementation strategies. The planning process involved an inventory of all rural public and human service agency transportation services, a regional public and stakeholder input process, and a comprehensive needs assessment. The inventory and needs assessment process included a series of surveys, public meetings, focus groups, and interviews with key stakeholders. Based on the locally-focused needs assessment for each region, the RLS team developed a range of implementable, coordinated (mostly de-centralized) scenarios. Each region was invited to review the range of potential scenarios for their counties and prioritize them for implementation. Following the prioritization process, RLS developed a single statewide plan for coordinated transportation. The plan's coordinated service goals are specific for each individual county or region. They will help to both address needs at the local level and achieve the statewide goal of greater connectivity.

Regional Transportation System Feasibility Study

City of Gloversville, NY

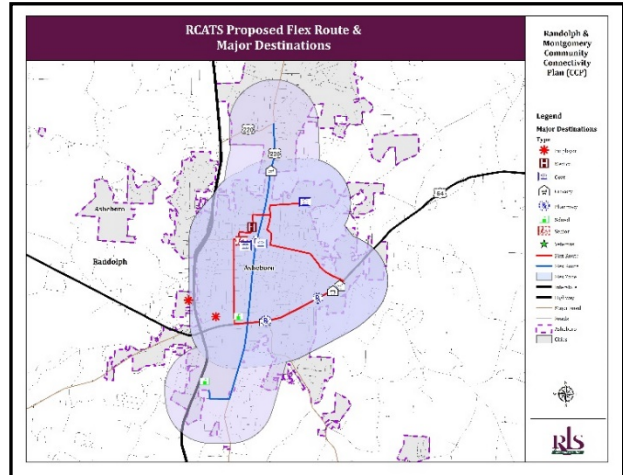
Brent Warren
(518) 773-4536
BWarren@cityofgloversville.com
Contract amount: \$57,214 (Amount spent: \$45,447)
March 2017 – May 2019, Completed on-time
RLS Staff: Laura Brown

RLS evaluated current public transit and human service transportation services, with the goal of examining alternative approaches to improving local and regional transportation in Fulton and Montgomery Counties. The contract was funded through New York State Department of

Transportation and managed by the City of Gloversville on behalf of the two counties. The alternatives included examining the feasibility of improved coordination between existing transportation providers, consolidation of existing public transportation providers into a two-county regional system, or working with the Capital District Transportation Authority (CDTA) to develop a transit delivery system as part of the four-county CDTA system serving metropolitan Albany, NY. The plan development included a review of existing services and demographic indicators, a review of existing services in contiguous counties, conduct of public meetings and a community survey of residents in both counties, and the analysis of the relative benefits of the aforementioned alternative approaches to addressing area mobility needs.

Randolph-Montgomery County Community Connectivity Plan
Regional Coordinated Area Transportation System

Tawanna Williams
(336) 629-7433 Ext. 5
rcatsdirector@senioradults.org
Contract amount: \$43,088 (Amount spent: \$41,413)
November 2017 – December 2018, Completed on-time
RLS Staff: Laura Brown



RLS led the effort for the development of a Community Connectivity Plan (CCP) for the Regional Coordinated Area Transportation System (RCATS – Asheboro, NC). The task work was tailored to the specific needs of RCATS and other local transportation stakeholders in Randolph and Montgomery Counties. Increasing the transit system capacity, and reaching more people and destinations efficiently and effectively throughout the region were the primary goals of the service recommendations. The RLS team worked with the regional project steering committee to consider the current and projected regional mobility needs and changes, and those considerations were addressed in the plan’s conclusions and recommendations. A leading recommendation in the plan is implementation of a deviated route to serve the major trip generators in Asheboro and to connect with the regional transit provider.

Coordinated Public Transit-Human Services Transportation Plan Update
Trumbull County Transit Board, Ohio

Mark Hess
(330) 675-7938
eahess@co.trumbull.oh.us
Contract amount: \$23,919
July 2016 – January 2017, Completed on-time
RLS Staff: Robbie Sarles

This plan update presented unique challenges because of the county’s make up of both rural and urban communities and its location and interaction with a mid-size urbanized area. RLS developed this Coordinated Public Transit-Human Services Transportation Plan update by building on past

efforts and revisiting an earlier evaluation of County and local community characteristics, including a stakeholder assessment and inventory of existing transportation services in the County, holding public meetings and workshops to gain community input. The findings that resulted from extensive outreach efforts, demographic analysis, and transportation inventory were the basis for documenting the transportation service gaps in the County, becoming the foundation for a series of approaches to address the current and projected unmet transportation needs of people with low incomes, older adults, individuals with disabilities, and the general public. Next, a list of goals and priorities were developed, as well as an implementation/action plan. The primary intent for the resulting plan was to create a usable, implementable, and sustainable guide for local decision-makers as they consider the coordination of transportation resources to meet the transportation needs of Trumbull County residents.

Wichita Mobility Management Services

Wichita Transit, Kansas

Lesa Lank

(316) 352-4830

LLank@wichita.gov

Contract amount: \$160,000

October 2015 – April 2017, Completed on-time

RLS Staff: Laura Brown

This project followed RLS' previous work with Wichita Transit (WT) and city leaders to assess WT's ADA complementary paratransit service delivery method. RLS provided a part-time, on-site Mobility Manager to work with WT to re-structure its ADA service to reduce reliance on human service agencies. The re-structured service was developed in compliance with all FTA regulations, and maximized productivity and provided safe and efficient transportation service as a complement to the WT fixed route service. The RLS Mobility Manager also developed an RFP for contracted service, re-designed the eligibility process, assisted in the transition to the new service, and provided mobility management functions.

Human Services Coordination and Paratransit Optimization

Gwinnett County Transit, Georgia

Karen Winger

(770)-822-7400

karen.winger@gwinnettcountry.com

Contract amount: \$38,178

March 2017 – March 2018, Completed on-time

Concurrent with the Comprehensive Transit Plan "Connect Gwinnett," RLS completed a thorough assessment of the Gwinnett County Transit ADA complementary paratransit services and the transportation services provided by Gwinnett County Community Services in support of seniors and individuals with disabilities. The goal was to have a thorough understanding of the operational, performance, and financial characteristics of these services, as well as funding and potential

compliance issues. The approach also involved a thorough assessment of services provided to older adults and individuals with disabilities and the areas of duplication between the providers. Initially, RLS inventoried the existing ADA and Community Services transportation services, identified characteristics of the services, and quantified their performance. RLS then provided a comprehensive assessment of efficiency and cost-effectiveness, which included case studies that provided comparisons with services in similar areas. Scenarios for coordination of services involved incremental improvements to the individual services and, ultimately, if greater efficiency is desired, consolidation through a centralized call center for specialized transportation of seniors and people with disabilities.

Monroe County Rural Transit Optimization Study
Monroe County Commissioners and Area 10
Agency on Aging, Indiana

Chris Myers

(812) 876-3383 ext. 503

cmyers@area10agency.org

Contract amount: \$49,813 (amount spent: \$44,280)

September 2018 – May 2019

RLS Staff: Christy Campoll, Laura Brown



RLS conducted public, stakeholder, and transit agency staff engagement activities to solicit input on Rural Transit's services in Monroe County, including three input surveys. The extensive community engagement phase of the study included three public input meetings, approximately twenty one-on-one and small group interviews with community stakeholders, a survey of the general public, a survey of paratransit riders conducted through mail, and an on-board survey of point deviation route customers. RLS also performed demographic analysis and a service performance evaluation in order to generate recommendations for Rural Transit to increase ridership and improve cost-effectiveness. The final report included ten recommendations for service enhancements and a five-year financial and operations plan for implementation.

City of Tiffin Bus Transit Development Plan
Seneca Regional Planning Commission, Ohio

Charlene Watkins

(419) 443-7936 ext. 1123

cjwatkins@senecarpc.org

Contract amount: \$37,614

May 2018 – December 2019, Completed on-time

RLS Staff: Christy Campoll

RLS worked with the City of Tiffin, the Seneca County Regional Planning Commission, and the local public transit provider to develop the area's first-ever fixed route transit network. The City of Tiffin is a small college town and county seat (population 17,963) located in a rural area with a demand-response transit system. Due to the presence of two small colleges, the City has potential for strong ridership on a fixed route bus system. RLS worked with a steering committee consisting of local

stakeholders to develop a small fixed route network, operating and capital budgets, and an implementation plan.

Central Midlands Human Services Transportation Coordination Plan

Central Midlands Council of Governments

Reginald Simmons

(803) 744-5133

rsimmons@centralmidlands.org

Contract amount: \$220,000

April 2019 – Present

RLS Staff: Laura Brown, Christy Campoll, Nathan Bubash

The purpose of this project is to create a comprehensive strategy for the delivery of coordinated public and human service transportation services for the Central Midlands Region, South Carolina. Numerous stakeholders in this six-county region are providing transportation services and/or studying the gaps in services for various segments of the population. The Coordinated Planning effort will present a range of implementable strategies for specialized transportation and, ultimately, design a single comprehensive approach that maximizes the strengths and opportunities presented by the various stakeholders. The ultimate plan may or may not be a centralized approach to centralized service delivery. RLS is in the process of developing a range of scenarios to be presented to local stakeholders and the general public so that the process of determining the preferred scenario can begin later this year. Plan development centers around significant stakeholder and public engagement through a variety of input gathering strategies. Information for the Coordination Plan has been collected by conducting comprehensive community outreach efforts (including interviews and focus groups) to solicit input from the agencies and organizations that serve individuals with disabilities, older adults, people with low incomes, and the general public.

RLS is conducting a detailed analysis of existing transportation providers and an assessment of temporal and spatial gaps in service, overlaid with a demographic and economic analysis of the geographical region. RLS is also preparing a detailed transportation funding analysis to document existing financing sources and an estimation of funding needs. Finally, RLS is conducting a cost per ride analysis for human service agency transportation to reveal the true cost of current operations compared to potential cost and service efficiencies that could be achieved through coordination.

Lawrence County Transit Service Study

Ironton-Lawrence County Community Action Organization, Ohio

Mike Payne

(740) 532-3140

mpayne@ilcao.org

Contract amount: \$20,000

September 2019 – Present

RLS Staff: Laura Brown, Nathan Bubash

RLS is providing planning assistance to the Lawrence County Transit portion of the KYOVA Transportation Management Area. The plan is examining opportunities for new service and

addressing the changing needs of the service area. Opportunities for extending service hours or routes, or creating new routes are being explored. The development of a new facility in Lawrence County that will attract business and generate transportation demand will be a component of this plan. RLS is focusing on three primary goals: 1. Examine opportunities for new fixed or deviated route services to meet changing transportation demand; 2. Incorporate a new multi-modal facility into plans for service expansion; and, 3. Develop recommendations for service alternatives that include potential revenue scenarios such as Congestion Mitigation Air Quality (CMAQ) program funds.

SCOPE OF WORK

Immediately after receiving the notice to proceed, the RLS Project Manager will schedule a teleconference with SETD to discuss the elements of the scope of work.

TASK 1: PROJECT INITIATION AND MANAGEMENT

To launch the project, the RLS team will conduct a teleconference with SETD to discuss the elements of the scope of work and the project timeline. The purpose of this meeting will be more than simply to kick-off the project; it will also be the first opportunity for the consulting team to become acquainted with the SETD project leads to begin developing a team approach with open communication. During the course of the meeting, RLS will:

- ◆ Review and refine the scope of work with SETD to ensure that all parties are thoroughly familiar with the work to be performed and the consultant's approach to executing the tasks;
- ◆ Discuss the status of transportation coordination, related studies, and relevant funding programs; and,
- ◆ Develop a refined project timeline that includes timeframes for public and stakeholder engagement, transportation provider outreach, and RLS travel to Clatsop County.

Deliverables: Teleconference summary; documentation regarding the final project plan and timeline.

TASK 2: EXISTING CONDITIONS

Task 2 will build a clear picture of existing public and human service transportation service delivery and coordination in Clatsop County and surrounding areas, including demographic analysis to show the areas where need is greatest, providing insight into potential spatial gaps in service.

Subtask 2.1 – Conduct Inventory of Human Service Agency and Public Transportation Providers

RLS will design a web-based survey for public, private, and non-profit transportation providers, and obtain SETD's input and approval prior to distribution. RLS will use surveymonkey.com to create the

survey. The survey will cover rider characteristics and needs, operating statistics, vehicle inventory, client/rider characteristics, costs, perspectives on coordination, and other information. RLS will review the transportation provider inventory in the 2015 Coordinated Plan Update and will send the survey the providers to obtain current information and will seek to supplement the list by adding new or existing organizations that did not participate in 2015 Plan. RLS will allow a reasonable time period, likely two to three weeks, for providers to respond to the survey. The survey results will be summarized into a provider inventory report. In addition to provider data, the report will contain preliminary insights into the perceived level of coordination that exists throughout the planning area, and the potential new partnerships that could be created or enhanced under a Coordinated Plan to help alleviate gaps and reduce and/or eliminate unnecessary duplications in the service structure. RLS will also provide the raw survey data to SETD in a spreadsheet.

Sample Transportation Provider Inventory Table

Program/Agency/System Name	Eligibility	Existing Routes/Service Area/Service Days/Fares	Lead Agency/Funding Sources	Scheduling Procedures & Policies	Transportation Staffing Levels	Ridership	Estimated Annual Transportation Budget
Hampton County Council on Aging	Age 60 and older and individuals with disabilities	<p>Service Area: Hampton County</p> <p>Routes: <ul style="list-style-type: none"> o Estill Center o Yemassee Center o LRTA provides route to/from the Hampton Center </p> <p>Hours of Operation: M-F: 8:30 to 10:00AM & 1:00PM to 3:00PM</p> <p>\$1.00 Suggested Donation</p>	<p>Hampton County is the lead entity. The senior center does not have 501(c)(3) status.</p> <p>Revenue Sources: <ul style="list-style-type: none"> o County government appropriations o Title III-B o Contributions, & Donations o FTA Section 5310 for Purchase of Service with PB </p>	<p>Subscription service is provided.</p> <p>Notify 1 day in advance if not traveling to a senior center.</p> <p>Call 2 to 3 days in advance for a medical appointment.</p>	<p>1 PT driver for Estill Center and meal delivery.</p> <p>1 PT driver for Yemassee Center and meal delivery.</p> <p>1 PT driver for Hampton meal delivery.</p>	<p>Approximately 96 one-way trips per week, or 4,896 per year to Estill and Yemassee Centers.</p>	<p>Total Budget: \$74,280.38</p> <p>Labor: \$53,845.75 (includes routes and meal delivery) Fuel: \$12,569.52 (routes only. Meal delivery expenses were not available) Ins.: \$3,248.98 Maint: \$3,716.13 Fixed: \$900.00</p>
Beaufort, Jasper, Hampton Comprehensive Health Services, Inc. (BJHCHS)	<p>Individuals with an appointment at a clinic.</p> <p>Migrant Rural Health eligible consumers.</p>	<p>Service Days: Mon. - Thurs.</p> <p>Routes: M: Sheldon area and Beaufort to Sheldon T: Bluffton area to Chelsea W: Hampton area T: Hardeeville area</p> <p>Fare: \$5.00 round trip</p>	<p>BJHCHS is a private non-profit medical center. Funding is derived from the Migrant Rural Health and Rural Health Outreach grants and the U.S. Department of Health and Human Services.</p>	<p>Schedule is built each day based on the medical appointment book. Staff call one day before the trip to confirm the appointment and the transportation need.</p>	<p>6 Drivers: 2 Drivers provide passenger transportation and 4 drivers provide courier services</p>	<p>Approximately 8,610 one-way passenger trips per year.</p>	<p>Annual Expenses: \$57,251.20 for passenger transportation</p>

Subtask 2.2 – Review Previous Transportation Plans

RLS will review previous plans that are relevant to public and human service transportation, including the 2015 Coordinated Plan, the SETD Long-Range Comprehensive Transportation Plan, and the Northwest Oregon Transit Alliance (NWOTA) Management Plan. This in-depth review will inform Task 3, the evaluation of recommendations from the 2015 Coordinated Plan, as well as Task 5, the identification of strategies, goals, and objectives for coordinated transportation in the region.

Subtask 2.3 – Demographic Analysis

RLS will work with SETD staff and use available data from the U.S. Census, American Community Survey, and/or State of Oregon or regional/local sources to analyze local demographics as they relate to potential transportation needs. RLS’ Technical Analyst will create maps of population density, older adult density, percentage of population with disabilities, zero-car households,

households with low incomes, commuting patterns, and other factors that are relevant to transportation disadvantaged groups as directed by SETD.

Deliverables: Synopsis of relevant plans; draft survey template for SETD approval; survey responses; summary of collected survey and demographic data.

TASK 3: EVALUATION OF FORMER PLAN RECOMMENDATIONS

The RLS Project Manager, with support from the RLS Subject Matter Expert, will evaluate the recommendations included in the 2015 Coordinated Plan. RLS will hold a teleconference with SETD to focus on these recommendations, including a discussion of barriers and opportunities that have impacted the implementation of the recommended strategies, as well as outcomes and performance measures associated with the recommendations.

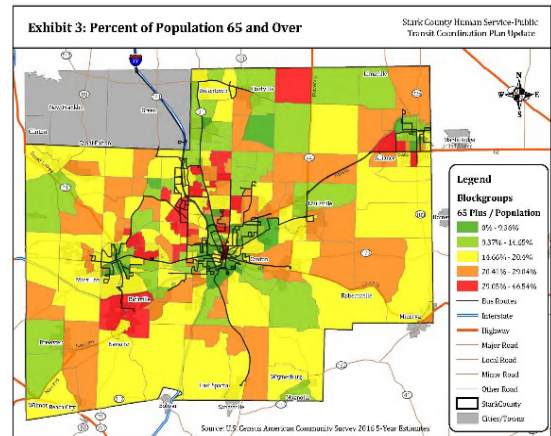
Deliverable: Detailed notes from the teleconference with status summaries for all 2015 recommendations.

TASK 4: PUBLIC OUTREACH

Task 4 will involve an intensive effort to gather public and stakeholder input on public and human service transportation in Clatsop County. During this task, the RLS Project Manager will travel to Clatsop County to conduct one-on-one stakeholder interviews and lead a project development workshop.

Subtask 4.1 – Stakeholder Interviews

During this task, RLS and SETD staff will conduct one-on-one interviews with transportation providers and other stakeholders, including members of the SETD Transportation Advisory Committee. The interviews will serve as opportunities to collect stakeholder perspectives on unmet transportation needs and gaps in service in the study area. SETD staff will approve an interview template developed by RLS. Interview questions will concern unmet transportation needs, spatial and temporal gaps in service, locations of trip generators, issues related to customer eligibility for transportation programs, funding sources, affordability, customer service, and other topics identified by SETD and RLS. The stakeholders will be asked for their honest assessment of provider coordination and collaboration, giving them the opportunity to suggest new ideas for strategies to improve mobility options in Clatsop County. Some of interviews will be conducted over the phone, and some will be conducted on-site. RLS will conduct 14 to 18 interviews during this subtask. Each interview will be summarized in writing, and a summary document will be prepared for submittal as a deliverable.



Subtask 4.2 – Project Development Workshop



Following the Subtask 4.1 interviews, RLS will facilitate a stakeholder workshop. All interested service providers, older adults, people with disabilities, and members of the public will be invited to attend in order to satisfy FAST Act requirements for including these populations in the planning process. The agenda will include a presentation that summarizes relevant findings from Tasks 2 and 3, including a summary of developments around the 2015 Plan’s recommendations and key information uncovered during the provider inventory, demographic analysis, and review

of relevant plans. The presentation will also cover the feedback received during the stakeholder interviews. The RLS Project Manager will facilitate a discussion in which the providers will share information about their transportation programs, their thoughts on unmet needs and service gaps, and brainstorm potential coordination strategies for the next five years. Attendees will be asked to prioritize the unmet needs and potential coordination strategies. RLS will provide the workshop agenda and presentation to SETD for review in advance of the event.

Deliverables: Draft interview template; draft workshop agenda and presentation; interview responses; summary of interviews; final workshop agenda and presentation; summary of workshop attendee participation and responses.

TASK 5: IDENTIFY TRANSPORTATION NEEDS AND STRATEGIES AND PREPARE IMPLEMENTATION PLAN

RLS will synthesize all information gathered during the previous tasks into a comprehensive assessment of transportation needs. This assessment will identify groups of people who are currently unserved by the network of public and human service transportation providers, and consider how their needs could be met through coordination. Following the needs assessment, RLS will develop strategies and program goals and objectives for area transportation providers to address each identified need. The strategies, goals, and objectives will address potential areas of

provider collaboration, such as service delivery, scheduling and dispatching, procurement, facilities, maintenance, training, and administration. RLS will focus on opportunities for providers to address duplications of service and, potentially, reduce the overall cost of transportation through increased cost-efficiency. Each possibility will be explained in a narrative with sufficient detail so that future

Sample Needs/Service Gaps Table

2016-2017 Need/Gap	2016-2017 Priority Level	Corresponding Goal (Chapter V)
Lack of transportation is one of the most common challenges for the Community Mental Health to serve its consumers.	High	#1, #4, #6
Parke County needs public transportation services for the general public.	High	#1, #4
The Amish community needs transportation options. Currently, individuals transport the Amish, but the fee for a ride is high.	Moderate	#1, #2
Vermillion County may need more transportation, but the geography and lack of trip generators makes it difficult to provide affordable and productive service.	Moderate to Low	#1
Burnett Manor is an apartment complex in Parke County. It is likely that WEIDC and the complex could coordinate efforts to improve transportation options there. But, to date, there has been no response from Manor staff or residents when WEIDC attempts to assess trip demand.	Moderate to Low	#3, #5

participants will understand the concepts. Because each strategy will have distinctive advantages and disadvantages, a narrative will be prepared for each strategy explaining its pros and cons and costs/benefits, including the potential impact on existing passengers and human service agency programs, future capital requirements, and existing staffing.

RLS will propose strategies that could range from relatively simplistic actions to complex implementation strategies. The “coordination continuum” ranges from simple information-sharing efforts to the consolidation of services under the auspices of a single provider. The continuum begins with simple networking and progresses to consolidation (described below).

- ◆ Networking – the simplest form of partnership where participants share a common interest but with no significant action other than information exchange.
- ◆ Cooperation – involves low-level linkages, informal agreements, and some possible resource sharing.
- ◆ Coordination – more intense linkages that include resource sharing to pursue common goals.
- ◆ Collaboration – the most sophisticated partnership form with strong, formal linkages among partners and complex goals implemented over longer periods of time.
- ◆ Consolidation – one organization assumes responsibility for service delivery of other participant organizations.

RLS will seek SETD feedback on the identified needs and potential strategies, goals, and objectives, then will use this feedback to produce a draft project list and implementation plan. The implementation plan will include project prioritization (low, medium, or high), cost estimates, and potential funding sources. RLS will tie each project to a goal/objective and one or more identified unmet transportation needs and will identify participating organizations and lead organizations. RLS will suggest potential Memorandums of Understanding for participating organizations, financial and billing arrangements, capital needs, and employee roles. RLS will also develop performance measures for each project and a methodology for SETD staff to monitor the progress of implementation. Throughout Task 5, the RLS Project Manager will hold approximately three to four teleconferences with SETD staff to discuss the deliverables.

Deliverables: Summary of transportation needs; coordination strategies, goals, and objectives; prioritized project list; project implementation plan.

TASK 6: UPDATED COORDINATED HUMAN SERVICES TRANSPORTATION PLAN

After receiving all feedback from SETD regarding the content that was developed during Task 5, RLS will prepare the update to the Coordinated Plan. RLS will submit a full draft (administrative) Coordinated Plan to SETD for internal review on an agreed-upon timeline. RLS will incorporate SETD feedback into a final draft plan for release to the public and stakeholders for review. During this review period, the RLS Project Manager will travel to Clatsop County to make a presentation of the final draft plan during a SETD Transportation Advisory Committee meeting/workshop on September 23, 2020. RLS will work with SETD to make the final draft plan available to the public and stakeholders for review through posting the plan online, sending the plan to stakeholders via email and inviting review, asking key stakeholders to promote the plan to target audiences through social

media, and (potentially) issuing a media release that explains how the public can access the draft plan and submit feedback. SETD staff and the RLS Project Manager will develop a procedure for the public to submit their feedback. The procedure could include submitting comments via email, completing an online form developed in [surveymonkey.com](https://www.surveymonkey.com), calling a specified phone number to provide verbal comments or a combination of these or other methods.

Following the Transportation Advisory Committee presentation and the receipt of all public and stakeholder feedback, RLS will make revisions and prepare the final plan report.

Deliverables: Administrative draft plan for SETD review; draft final plan for review by public and stakeholders; final plan.

TASK 7: FINAL PRESENTATION

RLS will prepare a draft presentation about the final plan, and will submit the presentation to SETD staff two weeks prior to the October 22, 2020, Transportation Advisory Committee and Board of Commissioners meetings. RLS incorporate SETD's feedback and requested changes into the presentation. The RLS Project Manager will travel to Clatsop County to present the final report and recommendations during the meetings.



Deliverables: Draft presentation for SETD approval; final presentation.

TASK 8: FINAL DELIVERABLES

Following the acceptance and adoption of the final Coordinated Plan by SETD, RLS will produce hard copy documents and electronic copies of the plan. The electronic copies will be provided in Microsoft Word and Adobe PDF formats that will be suitable for editing and posting on the SETD website. Paper copies of all PowerPoint presentations made by RLS during the project will also be provided. All data and support files, such as GIS files, will be provided to SETD in compatible formats.

Deliverables: 25 bound copies of the Coordinated Plan, one unbound copy suitable for reproduction, paper copies of all PowerPoint presentations, electronic copies of the Coordinated Plan in Microsoft Word and Adobe PDF formats; electronic copies of all data and support files.

TIMELINE

Exhibit 1 provides a timeline for all tasks of this project. “X” indicates the date of final submission of all deliverables for each task, understanding that some tasks include multiple smaller deliverables that will be completed earlier than the date of final deliverable submission. A black box with a checkmark indicates the timing of the RLS Project Manager’s travel to Clatsop County.

Exhibit 1: Project Timeline	Apr		May				Jun					Jul				Aug					Sep				Oct				
Weeks	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	
Task 1: Project Initiation and Management																													
Work Begins/Project Launch Teleconference																													
Deliverables: Teleconference summary and refined project plan/schedule.			X																										
Task 2: Existing Conditions																													
2.1 Conduct Inventory of Human Service and Public Transportation Providers																													
2.2 Review Previous Transportation Plans																													
2.3 Demographic Analysis																													
Deliverables: Synopsis of relevant plans; draft survey template for SETD approval; survey responses; summary of collected survey and demographic data.														X															
Task 3: Evaluation of Former Plan Recommendations																													
Teleconference with SETD on 2015 Coordinated Plan Recommendations																													
Deliverable: Teleconference notes and summary of status of recommendations.					X																								
Task 4: Public Outreach																													
4.1 Stakeholder Interviews																													
4.2 Project Development Workshop																													
Deliverables: Draft interview template; draft workshop agenda and presentation; interview responses; summary of interviews; final workshop agenda and presentation; summary of workshop attendee participation and responses.														X															
<i>RLS on-site for stakeholder interviews and project development workshop</i>																													

Exhibit 1: Project Timeline	Apr		May				Jun					Jul				Aug					Sep				Oct				
	Weeks	3	4	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4
Task 5: Identify Needs and Strategies; Prepare Implementation Plan																													
Identify Needs and Strategies; Prepare Implementation Plan																													
Deliverables: Summary of transportation needs; coordination strategies, goals, and objectives; prioritized project list; project implementation plan.																													
Task 6: Updated Coordinated Human Services Transportation Plan																													
Updated Coordinated Human Services Transportation Plan																													
Deliverables: Administrative draft plan for SETD review; draft final plan for review by public and stakeholders; final plan.																													
<i>RLS on-site for presentation of draft final plan to SETD TAC - 9/23/2020</i>																													
Task 7: Final Presentation																													
Final Presentation																													
Deliverables: Draft presentation for SETD approval; final presentation.																													
<i>RLS on-site for final presentations to SETC TAC and Board - 10/22/2020</i>																													
Task 8: Final Deliverables																													
Provide All Final Deliverables to SETD																													

COST PROPOSAL Cost Proposal

RLS has continuously strived to achieve and maintain a reasonable pricing and overhead rate structure throughout its corporate history. RLS has an unparalleled reputation in providing high-level services while remaining on or under budget. This includes employing a number of tools and resources to ensure that the appropriate staff is assigned and travel costs are efficiently and effectively planned, including dedicated time from RLS' qualified project manager and associates. RLS' proposal permits the maximum amount of resources, both financial and staff time, to be directed to the project and is illustrated in the budget provided in Exhibit 2. The cost proposal includes itemized labor and expense costs.

All activities performed within the proposed scope of work, notwithstanding SETD unforeseen needs, will be at the not-to-exceed price of \$24,999.43.

Exhibit 2: Proposed Budget

CONSULTANT LABOR											
Personnel	Direct Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Hours	Total Cost
		Project Initiation and Management	Existing Conditions	Evaluation of Former Plan Recommendations	Public Outreach	Identify Needs and Strategies; Prepare Implementation Plan	Updated Coordinated Plan	Final Presentation	Final Deliverables		
R. Sarles, President	\$ 140.68	1				1				2	\$ 281.36
C. Campoll, Associate, Project Manager	\$ 42.31	4	25	6	48	46	36	12	1	178	\$ 7,531.18
L. Brown, Sr. Associate, Subj. Matter Expert	\$ 54.59	1	2	2	5	12	6			28	\$ 1,528.52
N. Bubash, Associate, Project Support	\$ 17.50		12				2			14	\$ 245.00
Total Hours		6	39	8	53	59	44	12	1	222	\$ 9,586.06
Total Task Labor Cost		\$ 364.51	\$ 1,376.93	\$ 363.04	\$ 2,303.83	\$ 2,742.02	\$ 1,885.70	\$ 507.72	\$ 42.31		\$ 9,586.06
Fringe (or Overhead) for Labor	94.94%	\$ 346.07	\$ 1,307.26	\$ 344.67	\$ 2,187.26	\$ 2,603.27	\$ 1,790.28	\$ 482.03	\$ 40.17		\$ 9,101.01
Total Labor with Fringe		\$ 710.58	\$ 2,684.19	\$ 707.71	\$ 4,491.09	\$ 5,345.29	\$ 3,675.98	\$ 989.75	\$ 82.48		\$ 18,687.07

REIMBURSABLE EXPENSES											
Description		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Cost	
		Project Initiation and Management	Existing Conditions	Evaluation of Former Plan Recommendations	Public Outreach	Identify Needs and Strategies; Prepare Implementation Plan	Updated Coordinated Plan	Final Presentation	Final Deliverables		
Airfare					\$ 700.00		\$ 700.00	\$ 700.00		\$ 2,100.00	
Lodging					\$ 345.00		\$ 115.00	\$ 115.00		\$ 575.00	
Subsistence					\$ 185.00		\$ 60.00	\$ 60.00		\$ 305.00	
Car Rental					\$ 200.00		\$ 100.00	\$ 100.00		\$ 400.00	
Auto Mileage/Fuel/Ground Transport					\$ 40.00		\$ 32.00	\$ 32.00		\$ 104.00	
Quality Assurance Editing					\$ 38.50		\$ 308.00	\$ 38.50		\$ 385.00	
Parking					\$ 20.00		\$ 10.00	\$ 10.00		\$ 40.00	
Printing/Shipping									\$ 500.00	\$ 500.00	
Total Reimbursable Expenses		\$ -	\$ -	\$ -	\$ 1,528.50	\$ -	\$ 1,325.00	\$ 1,055.50	\$ 500.00	\$ 4,409.00	

GRAND TOTAL											
Description		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Total Cost	
		Project Initiation and Management	Existing Conditions	Evaluation of Former Plan Recommendations	Public Outreach	Identify Needs and Strategies; Prepare Implementation Plan	Updated Coordinated Plan	Final Presentation	Final Deliverables		
Total Consultant Cost		\$ 710.58	\$ 2,684.19	\$ 707.71	\$ 4,491.09	\$ 5,345.29	\$ 3,983.98	\$ 1,028.25	\$ 82.48	\$ 18,687.07	
Fixed Fee (10%)	10.0%	\$ 71.06	\$ 268.42	\$ 70.77	\$ 449.11	\$ 534.53	\$ 398.40	\$ 102.83	\$ 8.25	\$ 1,903.36	
Subtotal		\$ 781.64	\$ 2,952.61	\$ 778.48	\$ 4,940.20	\$ 5,879.82	\$ 4,382.38	\$ 1,131.08	\$ 90.73	\$ 20,590.43	
Reimbursable Expenses		\$ -	\$ -	\$ -	\$ 1,528.50	\$ -	\$ 1,325.00	\$ 1,055.50	\$ 500.00	\$ 4,409.00	
GRAND TOTAL		\$ 781.64	\$ 2,952.61	\$ 778.48	\$ 6,468.70	\$ 5,879.82	\$ 5,707.38	\$ 2,186.58	\$ 590.73	\$ 24,999.43	
PERCENT OF TOTAL PROJECT		3%	12%	3%	26%	24%	23%	9%	2%		

APPENDIX: RESUMES



Ms. Robbie Sarles is the Founder and President of RLS & Associates, Inc. (RLS), a transit consulting firm specializing in the provision of technical assistance to rural and urban transit systems, Federal agencies, and State Departments of Transportation (DOTs). Ms. Sarles has over 38 years of experience in transit operations, management, training, and consulting. Ms. Sarles has led various local, regional, and statewide coordination efforts and led the development of coordination toolkits for Ohio, Minnesota, and West Virginia. Recent local projects include start-up technical assistance to the newly formed Section 5307 provider in Beckley, West Virginia, New River Transit Authority; input and oversight for the Crawford County, Ohio Transit Development Plan and the Trumbull County five-year coordinated transportation plan for the Niles, Ohio area.

ROBBIE L. SARLES

President

EDUCATION

M.S., Transportation Engineering, The Ohio State University, 1981
M.S., City and Regional Planning, The Ohio State University, 1981
B.S., Geography and Psychology, Western Kentucky University, 1979

YEARS OF TRANSPORTATION EXPERIENCE

38

AFFILIATIONS

Transportation Safety Institute, Instructor
Wright State University, Adjunct Professor
AASHTO Financial Management Curriculum, Instructor

PUBLICATIONS

“Prescription/Over-the-Counter Medications Toolkit,” FTA 2002; updated 2011
“It’s Time to Coordinate” Coordination Toolkit, West Virginia Department of Transportation, 2006
“Minnesota Coordination Study and Toolkit,” Minnesota Department of Transportation, 2005
“Implementation Guidelines for Drug and Alcohol Regulations in Mass Transit,” FTA 4/94; 2001
“A Handbook for Coordinating Transportation Services,” Ohio Department of Transportation, October 1991; rev. October 1997
“A Guide for Implementing Coordinated Transportation Systems,” Ohio Department of Transportation; October 1997

PROFESSIONAL EXPERIENCE

President, RLS & Associates, Inc., 1987 – Present – Ms. Sarles is highly regarded in the transit industry for her development of sound, practical solutions that are both realistic and implementable. During her career, Ms. Sarles has conducted hundreds of projects in the areas of service analysis, route and schedule design, transit plan development, regulatory compliance, mobility management, marketing, human service coordination, maintenance recordkeeping, drug and alcohol testing programs, Americans with Disabilities Act regulatory compliance, Title VI, safety and risk management, innovative services, and all aspects of operations. She has personally developed dozens of feasibility plans and customer surveys, coordination plans, and transit development and service plans to both implement new and enhance and expand existing transit service. Recently, she was the Project Manager and lead for the CTAA E-Learning project to develop an on-line module to assist mobility managers in being more effective in facilitating meetings among community partners and negotiating differences that arise.

In addition Ms. Sarles oversees on a daily basis RLS’ 19 Drug and Alcohol technical assistance and training contracts, 13 RTAP and on-call assistance contracts, and RLS’ 7 compliance and planning contracts, including the FTA Comprehensive Oversight Review and Technical Assistance Program (CORTAP), in addition to many other contracts.

Finally, Ms. Sarles is directing the Ohio Mobility Transformation project for the Ohio DOT, which has significant importance and potential impact for not only the state, but nationally, regarding how human service transportation is funded and provided. The project is entering the implementation phase, where project successes to date will be carried forth in a policy alignment initiative that will be realized through the development of necessary policy, tools, technical assistance and procedures to meet the needs of agencies, service providers, drivers, customers and ODOT. The goal is to improve the quality and safety of human service transportation services within Ohio to create a simpler, level playing field for service providers while reducing the administrative burden on state agencies.

Transportation Management Services, Inc., a Division of Multisystems; Manager, Support Services, June 1986 — Sept. 1987
National Transit Services, Inc.; Director, East Coast Consulting Services, June 1983 — May 1986

Central Ohio Transit Authority; Senior Service Analyst, December 1980 — May 1983



Ms. Campoll currently serves in project assignments as Project Manager, Lead Planner, and Researcher as well as Reviewer for RLS' compliance team in several states. A former transit manager, and transportation vice president, Ms. Campoll managed a successful rural, demand response public transit system in central Indiana. This \$1.5 million, 22-bus system provided 66,028 one-way trips in 2017, a 31% increase over 2015, while fare revenue increased 32% and subsidy per trip decreased by 16%. A strong project manager, Ms. Campoll is experienced in overall grants and transit management and operations.

CHRISTINA R. CAMPOLL

Associate

EDUCATION

Master of Public Affairs (M.P.A.), Indiana University – Bloomington

B.A., Indiana University – Bloomington

YEARS OF TRANSPORTATION EXPERIENCE

9

PROFESSIONAL EXPERIENCE

Associate, RLS & Associates, Inc. – January 2018 to Present – Ms. Campoll provides leadership and support for local, regional, and statewide coordination plans, service evaluations, transit development plans, and comprehensive operational assessments. Some of her current and recent projects include:

- Co-Project Manager for the Monroe County, Indiana Route Optimization Study, a community survey and transit service analysis effort to redesign a rural fixed route system.
- Co-Project Manager for the West Virginia Coordination Plan Updates, a statewide project to update the Coordinated Transportation Plans for 11 Planning and Development Regions.
- Lead Planner for the Tiffin, Ohio transit expansion project to develop the city's first-ever fixed route bus system.
- Lead Planner for the Plainfield/Guilford Township, Indiana Transit Plan to develop the suburban community's transit expansion plan.
- Lead Researcher for the Colorado Association of Transit Agencies Non-Emergency Medical Transportation (NEMT) Study, examining the impact of recent NEMT legislation on public transit systems.
- Community input support, including conducting public meetings and stakeholder interviews, for multiple projects including the Stark Area Regional Transportation Authority Coordinated Transportation Plan (Stark County, OH), Nevada Statewide Coordinated Human Services Transportation Plan, Central Midlands Council of Governments Coordinated Human Services Transportation Plan (Columbia, SC), and Miami Valley Regional Planning Commission Human Services Coordinated Transportation Plan Update (Dayton, OH).
- Researcher for the rabbitransit Regionalization Effectiveness Study, conducting a productivity and financial analysis of transit services to determine if measures implemented for cost efficiency were successful.
- Lead Planner, Central Indiana Section 5311/5307 Funding Allocation Study.
- Project Manager for the Hancock County, IN Transportation Needs Survey.
- Project Manager for the Kokomo-Howard County, IN Coordinated Transportation Plan Update.

Janus Developmental Services

Vice President of Transportation, June 2015 – December 2017

- Hired as Director of Transportation; promoted to Vice President in 1/2017
- Lead transportation department of human services agency

Miller Transportation

Scheduled Service Manager, September 2013 – April 2015

Central Indiana Regional Transportation Authority

Mobility Manager & Program Liaison, June 2010 – September 2013



Ms. Laura Brown has seventeen years of diverse transit planning and financial management and analysis experience as well as a solid history of experience with rural and urban transit systems planning. Ms. Brown is an experienced Project Manager having lead dozens of projects across the country resulting in the development of transportation plans, service evaluations, locally developed coordination plans, service assessments, and public outreach activities, including passenger on/off counts and surveys. Ms. Brown has completed National Environmental Policy Act Training and Categorical Exclusions Training.

LAURA BROWN

Senior Associate

EDUCATION

Master of Public Administration (M.P.A.),
Wright State University
B.A., Sociology, The Ohio State University

YEARS OF TRANSPORTATION EXPERIENCE

17

PUBLICATIONS

- CTAA Transit Fare Pass Toolkit
- FTA Prescription and Over-the-Counter Toolkit
- NCHRP Research Study on State DOT Practices on Vehicle Replacements
- NCHRP Research Study on State DOT Administration Practices of FTA-Funded Programs

PROFESSIONAL EXPERIENCE

Senior Associate, RLS & Associates, Inc. – 2000 to 2004; 2007 to Present

– Ms. Brown’s forte is in consensus building and the development of implementable plans with practical solutions at the local, regional and statewide levels. A few highlights include:

- Project Manager/Lead Planner, Utah Transit Authority Specialized Transportation Implementation Plan.
- Project Manager/Lead Planner, Nevada Statewide Coordinated Human Services Transportation Plan Update.
- Project Manager, Central Indiana Section 5311/5307 Funding Allocation Study.
- Project Manager/Lead Planner, Central Midlands Council of Governments Coordinated Human Services Transportation Plan.
- Project Manager/Major Contributor, Indiana Statewide Coordinated Public Transit-Human Services Local and Regional Plans.
- Researcher, Atlanta Regional Commission Human Services Mobility Management Plan Update.
- Project Manager, Valparaiso Route Study, Valparaiso, IN.
- Co-Project Manager/Project Coordinator, Impacts of Human Service Agency Regionalization Study, Pennsylvania DOT.
- Project Manager, Ohio Statewide Public Transit-Human Services Coordinated Plan, Ohio DOT.
- Lead Researcher, Ohio Mobility Transformation, Ohio DOT
- Project Manager, West Virginia DOT Coordinated Public Transit-Human Services Transportation Plans and Updates (2007, 2013, 2019)
- Project Manager, Community Connectivity Plan, Randolph-Montgomery Counties, North Carolina.
- Project Manager, Multi-year on-call transit planning, Metropolitan Tulsa Transit Authority.
- Project Manager, Rock Hill, SC Transit Implementation Plan.
- Project Manager, Miami Valley Regional Planning Human Services Coordinated Transportation Plan.
- Project Manager, Stark County, OH Coordinated Transportation Plan.
- Project Manager, Randolph/Montgomery Cos, NC, Community Connectivity Plan—Evaluating current/developing new services and organizational structure recommendations for the area/region.
- Project Manager/Lead Planner, Nevada Statewide Coordinated Transportation Plan.
- Project Manager/Lead Planner, Gwinnett County Transit (GCT) Plan to evaluate Human Services Transportation coordination opportunities.
- Lead Researcher, Ohio Statewide Plan/Development of Coordination Regions.
- Lead Researcher, two National Cooperative for Highway Research Program research studies, 1) state practices for the continued replacement of Section 5310, 5311, and 5311(f) purchased vehicles and 2) State DOT administration practices of FTA-funded programs (Sections 5310, 5311, and 5311(f)).

Northrop Grumman Information Technology, Defense Group

Comptroller/Program Control Analyst, October 2004 – April 2007



Mr. Bubash comes to RLS & Associates, Inc. after graduating from Miami University majoring in Public Administration and Urban and Regional Planning. He currently attends Wright State University working towards his Masters in Public Administration and Geographic Information Science Certificate.

Mr. Bubash is experienced with map development using ESRI's ArcGIS. Along with his knowledge of ArcGIS, Mr. Bubash also works with U.S. Census data to analyze and write demographic information on study areas. He also is helping to develop databases to track RLS trainings. As a graduate student, Mr. Bubash contributed research to a study of transit operator access to restrooms for eventual submittal to the Transportation Research Board.

NATHAN BUBASH

Technical Analyst

EDUCATION

Bachelor of Arts and Science, Public Administration, Urban & Regional Planning, Miami University, 2018

YEARS OF TRANSPORTATION EXPERIENCE

1

PROFESSIONAL EXPERIENCE

Intern/Technical Analyst, RLS & Associates, Inc., September 2018 - Present – Past and current projects include:

- Develop maps and demographic information, including public meeting informational displays, for Miami Valley Regional Planning Commission Human Services Coordinated Transportation Plan Update
- Develop fixed route network maps for the Tiffin, Ohio transit expansion, Concord, New Hampshire fixed route system, Rock Hill, South Carolina System Development, and Lawrence County CMAQ projects
- Database creation for RLS and Rural Transit Assistance Program trainings
- Maintain websites for Indiana, New Hampshire, and Wisconsin Rural Transit Assistance Programs
- Assist at public meetings for West Virginia Coordination Plan updates
- Create user-friendly Transit Asset Management (TAM) program for New Hampshire Department of Transportation to assist in grant data management, asset replacement forecasts, and asset statistical analysis
- Create e-learning courses for transit drivers and managers using Tri-vantis' Lectora software for Indiana, Wisconsin, and New Hampshire Rural Transit Assistance Programs and Ohio Local Technical Assistance Program, covering topics such as Safety and Security, Disability Awareness, Difficult Rider Policies, and Pre-Trip Inspections
- Assist in the facilitation of site-visits and writing of the Public Transportation Agency Safety Plans (PTASP) for Rock Hill, SC and Pee Dee, SC

West Chester Township

Administrative Intern, May 2017 – August 2017

- Created guidelines and collected data and information for independent projects that aided in administration decisions.
- Worked with the Community Development Department providing Geographic Information Systems assistance, creating maps and providing spatial analysis using U.S. Census data.

Cincinnati Mayor's Office

Legislative Intern, May 2016 – August 2016

- Independently handled constituent affairs through answering phone calls and letters by navigating internal administration and outside agencies
- Conducted legislative research for the Mayor by analyzing past motions and ordinances by City Council
- Helped conduct interviews of potential interns



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

PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is by and between Sunset Empire Transportation District ("SETD") and RLS & Associates, Inc. ("Contractor"). Whereas SETD has need of the services which Contractor has agreed to provide; NOW THEREFORE, in consideration of the sum not to exceed \$24,999.43 to be paid to Contractor by SETD, Contractor agrees to perform between date of execution and December 31, 2020, inclusive, the following specific personal and/or professional services:

Scope of Work: Attachment A
Federal Clauses: Attachment B

Payment Terms: Net 30

1. COMPLETE AGREEMENT. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
2. WRITTEN NOTICE. Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
3. GOVERNING LAW/VENUE. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of SETD shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of SETD according to law.
4. COMPLIANCE. Contractor shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a. Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Contractor fails to pay any such claim, SETD may pay the claim and charge the payment against the funds due Contractor, pursuant to ORS 279B.220;
 - b. Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c. Not permit any lien or claim to be filed or prosecuted against SETD, on account of any labor or material furnished by Contractor;

- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;
 - e. Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.
 - f. Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Contractor, pursuant to ORS 279B.230.
 - g. If Contractor is a subject employer, Contractor will comply with ORS 656.017.
5. JUDICIAL RULINGS. If any provision of this-as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity of enforceability of the Agreement.
6. INDEPENDENT CONTRACTOR. Contractor, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of SETD, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Contractor will not receive any benefits normally accruing to SETD employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties, on other matters, for the duration of this Agreement.
7. INDEMNIFICATION. Contractor shall save harmless, indemnify, and defend SETD for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.
8. INSURANCE. Contractor shall purchase and maintain at Contractor's expense, Comprehensive General Liability, Automobile Liability, and Professional Liability insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$600,000 for property damage and minimum of \$700,000 per person for bodily injury and no less than \$1,400,000 for each occurrence. In addition, all such insurance, with the exception of Professional Liability, shall name SETD, its Commissioners, employees and agents, as an Additional Insured. A copy of the policy or certificate of insurance acceptable to SETD shall be submitted to SETD.
9. WORKER'S COMPENSATION. Contractor shall comply with ORS 656.017 for all employees who work in the State of Oregon. If Contractor hires employees, he or she shall provide SETD with certification of Worker's Compensation Insurance, with employer's liability in the minimum of \$100,000.
10. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by SETD.
11. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:
- a. By written mutual agreement of both parties. Termination under this provision may be immediate.

- b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate.
 - c. Immediately on breach of the contract.
12. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to assigned to any other individual, firm, or entity without the express and prior approval of SETD.
13. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
14. FUNDING. In the event the Board of Commissioners of SETD reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.
15. STANDARD OF SERVICES AND WARRANTY. Contractor agrees to perform its services with that standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. It is understood that Contractor must perform the services based in part on information furnished by SETD and that Contractor shall be entitled to rely on such information. However, Contractor is given notice that SETD will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services. Contractor warrants that the recommendations, guidance and performance of any person assigned under this Agreement shall be in accordance with professional standards and the requirements of this Agreement.
16. SETD PRIORITIES. Contractor shall comply promptly with any requests by SETD relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to said work.
17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to SETD by Contractor shall become the sole and exclusive property of SETD. All material prepared by Contractor under this Agreement may be subject to Oregon's Public Records Laws.
18. TAX COMPLIANCE CERTIFICATION. Contractor hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Contractor's knowledge, Contractor is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4), 305.620 and ORS chapters 316, 317 and 318. Contractor represents that Contract will continue to comply with the tax laws of this state and any applicable political subdivision of this state during the term of the public contract. If Contractor's fails to comply with the tax laws of this state or a political subdivision of this during the term of this agreement, the Contractor shall be in default and SETD may terminate this agreement and pursue its remedies under the agreement and under applicable law.

This Agreement will not be effective until approved by the authorized signatory for SETD.

FOR SETD:

FOR CONTRACTOR:

Signature Date

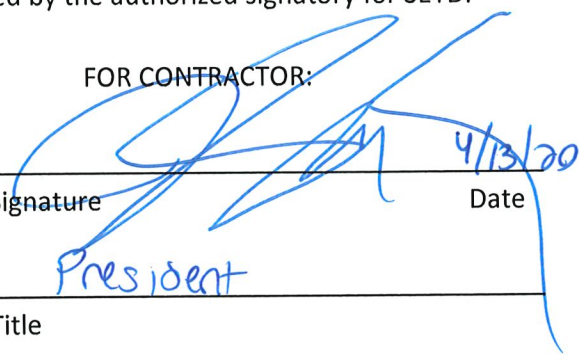
Signature Date

Title

Title

3131 S Dixie suite 545
Address

Dayton OH 45439
City State Zip



4/13/20

President

Attachment A

Project Scope of Work

The objectives of the plan update are:

- Create a 5-year strategic plan to meet non-Medicaid human service transportation needs.
- Identify human service transportation needs and service gaps in the context of an expanded regional network.
- Identify transportation options and coordination strategies that will meet rural and human service transportation needs.
- Develop strategies and recommendations that are coordinated with, and complementary to, the SETD Long-Range Comprehensive Transportation Plan.
- Meet the federal requirements to access FTA funding programs.

Task 1: Project Initiation and Management

A kick-off meeting with SETD and Contractor will be held at the commencement of the project to establish and agree upon communication protocols, roles and responsibilities, expectations, and to review background information on the region. SETD will explain the expected deliverables, progress reports, and invoicing procedures. In addition, SETD staff will review coordinated transportation developments to-date, including the Long-Range Comprehensive Transportation Plan (LRCTP) and the STIF program.

Deliverables:

- Kick-off meeting
- Project management plan, including the roles of the project manager and project team members
- Schedule of project meetings
- Progress reports that summarize task progress and deliverables in accompaniment of monthly invoices.

Task 2: Existing Conditions

The Contractor will be responsible for reviewing, identifying and collecting information/data needed for analysis and completion of the plan. This includes:

- Reviewing relevant documents (*SETD Coordinated Human Services Plan, SETD Long-Range Comprehensive Transportation Plan, and the NWOTA Management Plan*¹).
- Developing and distributing an inventory survey – which will include, at a minimum: public, private, and not profit transportation services agencies in Clatsop County and the surrounding area about rider characteristics and needs, operating statistics, vehicle inventory,

¹ https://www.nworegontransit.org/wp-content/uploads/2018/10/Connector-Management-Plan_FINAL-10-21-16.pdf

client type, trip costs, ways to enhance coordination and collaboration, and other service provision details;

- Summarizing the survey results; and
- Working with SETD staff and using available GIS data to analyze transportation disadvantaged populations and demographic profiles

SETD staff will provide an updated inventory of service providers to consultant for inventory survey.

Deliverables:

- Synopsis for SETD regarding review of relevant documents
- Draft survey template for approval by SETD staff prior to beginning surveys
- Survey responses from updated inventory of service providers provided by SETD staff
- Summary of collected survey and demographic data

Task 3: Evaluation of Former Plan Recommendations

The Contractor will work with staff to evaluate and report on the progress on the current *SETD Coordinated Human Services Transportation Plan* recommendations.

Talks 4: Public Outreach

The Contractor, along with SETD staff, will conduct interviews (either in-person or by telephone dependent upon provider size) with various stakeholders including the SETD Transportation Advisory Committee (TAC). The interviews will elicit feedback about service issues, shortfalls, and needs, as well as recognize what service providers believe is working particularly well within the SETD region. The Contractor will subsequently conduct a project development workshop to facilitate the opportunity for all interested service providers to meet each other, review results, and exchange further comments and ideas. SETD staff will provide a suggested stakeholders list to the Contractor.

Deliverables:

- Draft interview questions template for approval by SETD staff prior to beginning interviews
- Draft presentation for approval by SETD staff prior to workshop
- Interview responses
- Summary of interviews
- Project development workshop schedule, presentation, and summary of attendee participation and responses

Task 5: Identify Transportation Needs and Strategies and Prepare Implementation Plan

The Contractor will:

- Prepare an assessment of transportation needs, including identifying groups currently underserved which could be increased by coordination;

- Develop strategies and program goals and objectives to address services, dispatching, procurement, facilities, maintenance, training, and administration coordination to avoid duplication and enhance cost savings opportunities;
- Develop a projects list based on the program goals and objectives; and
- Develop an implementation plan which will:
 - Include prioritized projects/strategies using a low, medium and high classification;
 - Develop estimated budgets and recommended funding sources for highest priority projects; and
- Provide performance measures and monitoring methodology for SETD staff.

Deliverables:

- Summary of transportation needs
- Strategies, and program goals and objectives for services, dispatching, procurement, facilities, maintenance, training, and administration
- Prioritized projects list
- Implementation plan, including the above factors

Task 6: Updated Coordinated Human Services Transportation Plan

The Contractor will prepare and deliver an update to the current *SETD Coordinated Human Services Plan*, pursuant to federal and state requirements, taking into account, at a minimum, tasks 2 through 5, as well as the update objectives.

Deliverables:

- Administrative draft plan for approval by SETD staff prior to releasing public draft plan
- Draft plan for review by public and stakeholders, including an SETD TAC workshop to present plan
- Final plan

Task 7: Final Presentation

The Contractor will present the final report and recommendations to the SETD TAC and SETD Board of Commissioners.

Deliverables:

- Draft presentation for approval by SETD staff two weeks prior to SETD TAC and SETD Board meetings
- Final presentation materials

Task 8: Final Deliverables

The Contractor shall provide the following number of hard copy documents and electronic copies of all deliverables in SETD-compatible formats, for editing and for posting on the District website.

Deliverables:

- Twenty-five (25) bound copies of the *SETD Coordinated Human Services Transportation Plan*
- Electronic formats of all project deliverables, in SETD-compatible formats, including data and support files. Paper copy of any PowerPoint presentations
- One unbound hard copy suitable for reproduction

Timeline

- Project will commence immediately upon contract execution, expected April 26, 2020, or shortly thereafter.
- A draft plan update shall be complete no later than September 14, 2020 and be presented by the consultant to the SETD TAC September 23, 2020.
- The final plan will be made available to SETD staff by October 14, 2020.
- The Contractor will present the final plan to the SETD Board of Commissioners on October 22, 2020, for final approval.
- Contract termination will be December 31, 2020 to allow for final copy production of the plan.
- Due to national events surrounding the Covid-19 pandemic, these dates may be adjusted with approval by both parties.

Attachment B

U.S. Government Required Clauses

Fly America Requirements – Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

Pre-Award & Post-Delivery Audit Requirements - Applicability – Rolling Stock/Turnkey Contractor shall comply with 49 USC 5323(l) and FTA's implementing regulation 49 CFR 663 and submit the following certifications:

- 1) Buy America Requirements: Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
 - A. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
 - B. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
 - C. Solicitation Specification Requirements: Contractor shall submit evidence that it will be capable of meeting the bid specifications.
 - D. Federal Motor Vehicle Safety Standards (FMVSS): Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the buses will not be subject to FMVSS regulations.

Lobbying – Applicability - Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts over \$250,000

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$250,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records and Reports— Applicability – As shown below. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following access to records requirements apply to this Contract:

1. Where the purchaser is not a State but a local government and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 18.36(i), contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also, pursuant to 49 CFR 633.17, provide authorized FTA representatives, including any PMO contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which is receiving FTA assistance through the programs described at 49 USC 5307, 5309 or 5311.
2. Where the purchaser is a State and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 633.17, contractor shall provide the purchaser, authorized FTA representatives, including any PMO Contractor, access to contractor's records and construction sites pertaining to a capital project, defined at 49 USC 5302(a)1, which receives FTA assistance through the programs described at 49 USC 5307, 5309 or 5311. By definition, a capital project excludes contracts of less than the simplified acquisition threshold currently set at \$250,000.
3. Where the purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 CFR 19.48, contractor shall provide the purchaser, the FTA, the US Comptroller General or their authorized representatives, access to any books, documents, papers and record of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where a purchaser which is an FTA recipient or a subgrantee of FTA recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1) through other than competitive bidding, contractor shall make available records related to the contract to the purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and

inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. Contractor shall maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the recipient, FTA Administrator, US Comptroller General, or any of their authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Re: 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

Federal Changes – Applicability – All Contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Clean Air – Applicability – All contracts over \$250,000. 1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. 2) Contractor shall include these requirements in each subcontract exceeding \$250,000 financed in whole or in part with FTA assistance.

No Government Obligation to Third Parties - Applicability – All contracts except micro purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) The recipient and contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the US Government, the US Government is not a party to this contract and shall not be subject to any obligations or liabilities to the recipient, the contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

(1) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil

Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

(2) If contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307(n)(1) on contractor, to the extent the US Government deems appropriate.

(3) Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination – Applicability – All Contracts over \$10,000, except contracts with nonprofit organizations and institutions of higher learning, where the threshold is \$250,000

a. Termination for Convenience (General Provision) the recipient may terminate this contract, in whole or in part, at any time by written notice to contractor when it is in the recipient's best interest. Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. Contractor shall promptly submit its termination claim to the recipient. If contractor is in possession of any of the recipient's property, contractor shall account for same and dispose of it as the recipient directs.

b. Termination for Default [Breach or Cause] (General Provision) If contractor does not deliver items in accordance with the contract delivery schedule, or, if the contract is for services, and contractor fails to perform in the manner called for in the contract, or if contractor fails to comply with any other provisions of the contract, the recipient may terminate this contract for default. Termination shall be affected by serving a notice of termination to contractor setting forth the manner in which contractor is in default. Contractor shall only be paid the contract price for supplies delivered and accepted, or for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the recipient that contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of contractor, the recipient, after setting up a new delivery or performance schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) the recipient in its sole discretion may, in the case of a termination for breach or default, allow contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination shall state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to the recipient's satisfaction the breach or default or any of the

terms, covenants, or conditions of this Contract within ten (10) days after receipt by contractor or written notice from the recipient setting forth the nature of said breach or default, the recipient shall have the right to terminate the Contract without any further obligation to contractor. Any such termination for default shall not in any way operate to preclude the recipient from also pursuing all available remedies against contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the recipient elects to waive its remedies for any breach by contractor of any covenant, term or condition of this Contract, such waiver by the recipient shall not limit its remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) the recipient, by written notice, may terminate this contract, in whole or in part, when it is in the recipient's interest. If the contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

g. Termination for Default (Transportation Services) If contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature of default. Contractor shall only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while contractor has possession of the recipient goods, contractor shall, as directed by the recipient, protect and preserve the goods until surrendered to the recipient or its agent. Contractor and the recipient shall agree on payment for the preservation and protection of goods. Failure to agree on an amount shall be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default; the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

h. Termination for Default (Construction) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified, or any extension, or fails to complete the work within this time, or if contractor fails to comply with any other provisions of this contract, the recipient may terminate this contract for default. the recipient shall terminate by delivering to contractor a notice of termination specifying the nature

of default. In this event, the recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. Contractor and its sureties shall be liable for any damage to the recipient resulting from contractor's refusal or failure to complete the work within specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the recipient in completing the work. Contractor's right to proceed shall not be terminated nor shall contractor be charged with damages under this clause if:

1. Delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such causes include acts of God, acts of the recipient, acts of another contractor in the performance of a contract with the recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. Contractor, within 10 days from the beginning of any delay, notifies the recipient in writing of the causes of delay. If in the recipient's judgment, delay is excusable, the time for completing the work shall be extended. The recipient's judgment shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of contractor's right to proceed, it is determined that contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if termination had been issued for the recipient's convenience.

i. Termination for Convenience or Default (Architect & Engineering) the recipient may terminate this contract in whole or in part, for the recipient's convenience or because of contractor's failure to fulfill contract obligations. The recipient shall terminate by delivering to contractor a notice of termination specifying the nature, extent, and effective date of termination. Upon receipt of the notice, contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the recipient all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If termination is for the recipient's convenience, it shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If termination is for contractor's failure to fulfill contract obligations, the recipient may complete the work by contract or otherwise and contractor shall be liable for any additional cost incurred by the recipient.

If, after termination for failure to fulfill contract obligations, it is determined that contractor was not in default, the rights and obligations of the parties shall be the same as if termination had been issued for the recipient's convenience.

j. Termination for Convenience or Default (Cost-Type Contracts) the recipient may terminate this contract, or any portion of it, by serving a notice of termination on contractor. The notice shall state whether termination is for convenience of the recipient or for default of contractor. If termination is for default; the notice shall state the manner in which contractor has failed to perform the requirements of the contract. Contractor shall account for any property in its possession paid for from funds received from the recipient, or property supplied to contractor by the recipient. If termination is for default, the recipient may fix the fee, if the contract provides for a fee, to be paid to contractor in proportion to the value, if any, of work performed up to the

time of termination. Contractor shall promptly submit its termination claim to the recipient and the parties shall negotiate the termination settlement to be paid to contractor. If termination is for the recipient's convenience, contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the recipient determines that contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of contractor, the recipient, after setting up a new work schedule, may allow contractor to continue work, or treat the termination as a termination for convenience.

Contracts Involving Federal Privacy Act Requirements – Applicability - When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Civil Rights Requirements– Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The following requirements apply to the underlying contract:

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Therefore, unless a Recipient or Program, including an Indian Tribe or the Tribal Transit Program, is specifically exempted from a civil rights statute, FTA requires compliance with that civil rights statute, including compliance with equity in service:

a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third-Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute): (1) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of: (a) Race, (b) Color, (c) Religion, (d) National origin, (e) Sex, (f) Disability, (g) Age, or (h) Gender identity and (2) The FTA "Nondiscrimination" statute's

prohibition against discrimination includes: (a) Exclusion from participation, (b) Denial of program benefits, or (c) Discrimination, including discrimination in employment or business opportunity, (3) Except as FTA determines otherwise in writing: (a) General. Follow: 1 The most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance, and

2 Other applicable Federal guidance that may be issued, but (b) Exception for the Tribal Transit Program. FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its projects funded under the Tribal Transit Program,

b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third-Party Participant will: (1) Prohibit discrimination based on: (a) Race, (b) Color, or (c) National origin, (2) Comply with: (a) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., (b) U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in the preceding section a, and (3) Except as FTA determines otherwise in writing, follow: (a) The most recent edition of FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance. (b) U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and (c) Other applicable Federal guidance that may be issued,

c. Equal Employment Opportunity. (1) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third-Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and: (a) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., (b) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note, (c) Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, and (d) Comply with FTA Circular 4704.1 other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations prohibiting discrimination on the basis of disability, except as the Federal Government determines otherwise in writing, (2) General. The Recipient agrees to: (a) Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their: 1 Race, 2 Color, 3 Religion, 4 Sex, 5 Disability, 6 Age, or 7 National origin, (b) Take affirmative action that includes, but is not limited to: 1 Recruitment advertising, 2 Recruitment, 3 Employment, 4 Rates of pay, 5 Other forms of compensation, 6 Selection for training, including apprenticeship, 7 Upgrading, 8 Transfers, 9 Demotions, 10 Layoffs, and 11 Terminations, but (b) Indian Tribe. Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer".

(3) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party

Participant, with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246, Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note,

d. Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Project as follows: 1) Requirements. The Recipient agrees to comply with: (a) Section 1101(b) of Map-21, 23 U.S.C. § 101 note, (b) U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. part 26, and (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a, (2) Assurance. As required by 49 C.F.R. § 26.13(a), (b) DBE Program Requirements. Recipients receiving planning, capital and/or operating assistance that will award prime third-party contracts exceeding \$250,000 in a Federal fiscal year must: 1 Have a DBE program meeting the requirements of 49 C.F.R. part 26, 2 Implement a DBE program approved by FTA, and 3 Establish an annual DBE participation goal, (c) Special Requirements for a Transit Vehicle Manufacturer. The Recipient understands and agrees that each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, must certify that it has complied with the requirements of 49 C.F.R. part 26, (d) the Recipient provides assurance that: The Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. part 26. The Recipient shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Recipient's DBE program, as required by 49 C.F.R. part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 et seq., (2) Exception for the Tribal Transit Program. FTA exempts Indian tribes from the Disadvantaged Business Enterprise regulations at 49 C.F.R. part 26 under Map-21 and previous legislation,

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including: (1) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25, and (3) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including: (1) The Age Discrimination in

Employment Act (ADEA), 29 U.S.C. §§ 621 – 634, which prohibits discrimination on the basis of age, (2) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA, (3) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds, (4) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age Discrimination Act of 1975, and (5) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section a,

g. Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities: (1) Federal laws, including: (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities, (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, 1 General. Titles I, II, and III of the ADA apply to FTA Recipients, but 2 Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,” (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities, (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and (e) Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities, (2) Federal regulations, including: (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. part 37, (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27, (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger Vessels,” 49 C.F.R. part 39, (d) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and 49 C.F.R. part 38, (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and Local Government Services,” 28 C.F.R. part 35, (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities,” 28 C.F.R. part 36, (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, (h) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities,” 47 C.F.R. part 64, Subpart F, (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility Standards,” 36 C.F.R. part 1194, and (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. part 609, and (3) Other applicable Federal civil rights and nondiscrimination guidance,

h. Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient

agrees to comply with the confidentiality and civil rights protections of: (1) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 et seq., (2) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 et seq., and (3) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2,

i. Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing; the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following: 1) Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” August 11, 2000, 42 U.S.C. § 2000d-1 note, and (2) U.S. DOT Notice, “DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Persons,” 70 Fed. Reg. 74087, December 14, 2005,

j. Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to: (1) Comply with other applicable Federal nondiscrimination laws and regulations, and (2) Follow Federal guidance prohibiting discrimination.

k. Remedies. Remedies for failure to comply with applicable Federal Civil Rights laws and Federal regulations may be enforced as provided in those Federal laws or Federal regulations.

Patent and Rights Data –

Contracts involving experimental, developmental, or research work (\$10,000 or less, except for construction contracts over \$2,000).

Patent Rights

A. General. The Recipient agrees that:

(1) Depending on the nature of the Project, the Federal Government may acquire patent rights when the Recipient or Third-Party Participant produces a patented or patentable: (a) Invention, (b) Improvement, or (c) Discovery, (2) The Federal Government’s rights arise when the patent or patentable information is: (a) Conceived under the Project, or (b) Reduced to practice under the Project, and (3) When a patent is issued, or patented information becomes available as described in Patent Rights section A(2), the Recipient agrees to: (a) Notify FTA immediately, and (b) Provide a detailed report satisfactory to FTA,

B. Federal Rights. The Recipient agrees that:

(1) Its rights and responsibilities, and the rights and responsibilities of each Third Party Participant, in that federally funded invention, improvement, or discovery will be determined as provided by applicable Federal laws, regulations, and guidance, including any waiver thereof, and (2) Unless the Federal Government determines otherwise in writing, irrespective of the Recipient’s status or the status of any Third-Party Participant as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education, or an individual, the Recipient agrees to transmit the Federal Government’s patent rights to FTA as specified in: (a) 35 U.S.C. § 200 et seq., and (b) U.S. Department of Commerce regulations, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” 37 C.F.R. part 401, and

C. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19:

- (1) License fees and royalties for patents, patent applications, and inventions derived from the Project are program income, and
- (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing.

Rights in Data and Copyrights

A. Definition of "Subject Data." means recorded information: (1) Copyright. Whether or not copyrighted, and (2) Delivery. That is delivered or specified to be delivered under the Underlying Agreement,

B. Examples of "Subject Data." Examples of "subject data": (1) Include, but are not limited to:

- (a) Computer software, (b) Standards, (c) Specifications, (d) Engineering drawings and associated lists, (e) Process sheets, (f) Manuals, (g) Technical reports, (h) Catalog item identifications, and (i) Related information, but
- (2) Do not include: (a) Financial reports, (b) Cost analyses, or (c) Other similar information used for Project administration,

C. General Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Recipient's Project supported by the Underlying Agreement:

- (1) Prohibitions. The Recipient may not: (a) Publish or reproduce any subject data in whole or in part, or in any manner or form, or (b) Permit others to do so, but
- (2) Exceptions. The prohibitions of Rights in Data and Copyrights C(1) do not apply to: (a) Publications or reproductions for the Recipient's own internal use, (b) An institution of higher learning, (c) The portion of subject data that the Federal Government has previously released or approved for release to the public, or (d) The portion of data that has the Federal Government's prior written consent for release,

D. Federal Rights in Data and Copyrights. The Recipient agrees that: (1) License Rights. The Recipient must provide a license to its "subject data" to the Federal Government, which license is: (a) Royalty-free, (b) Non-exclusive, and (c) Irrevocable, (2) Uses. The Federal Government's license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes: (a) Reproduce the subject data, (b) Publish the subject data, (c) Otherwise use the subject data, and (d) Permit other entities or individuals to use the subject data, and

E. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA's purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the Project to the Recipient and its Third Party Participants, therefore, the Recipient agrees that: (1) Publicly Available Report. When the Project is completed, it must provide a Project report that FTA may publish or make available for publication on the Internet, (2) Other Reports. It must provide other reports pertaining to the Project that FTA may request, (3) Availability of Subject Data. FTA may make available to any FTA Recipient or any of its Third-Party Participants at any tier of the Project, either FTA's copyright license to the subject data or a copy of the subject data, except as the Federal Government determines otherwise in writing, (4) Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA, (5)

Incomplete Project. If the Project is not completed for any reason whatsoever, all data developed under the Project becomes "subject data" and must be delivered as the Federal Government may direct, but (6) Exception. Rights in Data and Copyrights Section E does not apply to an adaptation of automatic data processing equipment or program that is both: (a) For the Recipient's use, and (b) Acquired with FTA capital program funding,

F. License Fees and Royalties. As permitted by 49 C.F.R. parts 18 and 19: (1) License fees and royalties for copyrighted material or trademarks derived from Project are program income, and (2) The Recipient has no obligation to the Federal Government with respect to those license fees or royalties, except: (a) For compliance with 35 U.S.C. § 200 et seq., which applies to patent rights developed under a federally funded research-type project, and (b) As FTA determines otherwise in writing,

G. Hold Harmless. Upon request by the Federal Government, the Recipient agrees that: (1) Violation by Recipient. (a) If it willfully or intentionally violates any: 1 Proprietary rights, 2 Copyrights, or 3 Right of privacy, and (b) Its violation occurs from any of the following uses of Project data: 1 Publication, 2 Translation, 3 Reproduction, 4 Delivery, 5 Use, or 6 Disposition, then (c) It will indemnify, save, and hold harmless against any liability, including costs and expenses of:

- 1 The Federal Government's officers acting within the scope of their official duties,
- 2 The Federal Government's employees acting within the scope of their official duties, and
- 3 Federal Government's agents acting within the scope of their official duties, but (2) Exceptions.

The Recipient will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights section G(1) if: (a) Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents, or (b) State law. If indemnification is prohibited or limited by applicable State law,

H. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either: (1) Implies a license to the Federal Government under any patent, or (2) May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent,

I. Data Developed Without Federal Funding or Support. The Recipient understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless: (1) Protections. Rights in Data and Copyrights Sections A, B, C, and D generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the Project, and (2) Identification of Information. The Recipient understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked "Proprietary" or "Confidential," and

J. Requirements to Release Data. The Recipient understands and agrees that the Federal Government may be required to release Project data and information the Recipient submits to the Federal Government as required by: (1) The Freedom of Information Act, 5 U.S.C. § 552, (2) Another applicable Federal law requiring access to Project records, (3) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," specifically 49 C.F.R. § 19.36(d), or

(4) Other applicable Federal regulations and guidance pertaining to access to Project records.

Disadvantaged Business Enterprise (DBE) – Applicability – Contracts over \$10,000 awarded on the basis of a bid or proposal offering to use DBEs

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is listed elsewhere. If a separate contract goal for DBE participation has been established for this procurement, it is listed elsewhere.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the municipal corporation deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.

d. If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

e. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work.

f. The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

Prompt Payment – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage

payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

Incorporation of Federal Transit Administration (FTA) Terms – Applicability – All contracts except micro-purchases (\$10,000 or less, except for construction contracts over \$2,000) The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Other Federal Requirements:

Full and Open Competition – In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

Prohibition Against Exclusionary or Discriminatory Specifications – Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

Conformance with ITS National Architecture – Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, “FTA National Architecture Policy on Transit Projects,” 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

Access Requirements for Persons with Disabilities – Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

Notification of Federal Participation – To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of \$500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third-party contract.

Interest of Members or Delegates to Congress - No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

Ineligible Contractors and Subcontractors - Any name appearing upon the Comptroller General's list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Other Contract Requirements - To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

Compliance With Federal Regulations - Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Real Property - Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for

Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

Environmental Justice - Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and Guidance.

Environmental Protections – Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: The National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

Geographic Information and Related Spatial Data – Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Geographic Preference

All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).

Organizational Conflicts of Interest

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows: (1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage: (a) To that Third-Party Participant or another Third-Party Participant performing the Project work, and (b) That impairs that Third Party Participant's objectivity in performing the Project work, or (2) Other. An organizational

conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions, (3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient: (a) Any instances of organizational conflict of interest, or (b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and (4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

Federal Single Audit Requirements for State Administered Federally Aid Funded Projects

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A 133, "Audits of States, Local Governments, and Non-Profit Organizations" (replaced with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" effective December 26, 2014 as applicable). Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency the Oregon Department of Transportation, the Oregon Secretary of State Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

Veterans Preference. As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

- (1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
- (2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

Safe Operation of Motor Vehicles.

- a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, "Increasing

Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and
- (2) Including a “Seat Belt Use” provision in each third-party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

- (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),
- (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, and
- (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:
 - (a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,
 - (b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and
 - (c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third-party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third-party sub agreement at each tier supported with federal assistance.

Catalog of Federal Domestic Assistance (CFDA) Identification Number

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The CFDA number for the Federal Transit Administration. Nonurbanized Area Formula (Section 5311) is 20.509. A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” (replaced with 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” effective December 26, 2014 as applicable) agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The Recipient agrees to accomplish this by

identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

Date: April 13, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.e Shelter Cover

The purchase of some new shelters and signs were ranked the number 3 priority in the STIF plan by the Transportation Advisory Committee. Their recommendations were adopted by the Board of Commissioners.

Oregon Correctional Enterprises (OCE) is a self-funded program within the State's prison system. They manufacture a host of different equipment including bus shelters. We are allowed by State rule to forego the RFP process and purchase directly from OCE. These shelters will have 3.5 sides to protect from the weather. Additional amenities include solar lighting, a two-seat bench, an attached trash receptacle, and an attached weatherproof information case.

Site locations will be determined this spring and our plan is to utilize Job Corp students for the installations of the shelters.

The budget for this project is \$60,000. The attached quote for 5 new shelters is \$40,685.00. The remainder of the budget will be spent on signage and installation costs.

Staff is recommending that the Board approve the purchase of the shelters from OCE.

QUOTE

OREGON CORRECTIONS
 ENTERPRISES
 PO BOX 12849
 SALEM, OR 97309
 (503) 428-5500



ORDER NUMBER: 0116105
 ORDER DATE: 3/10/2020
 INSIDE SALES REP RR
 SALESPERSON: 1026
 CUSTOMER NO: 0088353

SOLD TO:
 SUNSET EMPIRE TRANSPORT DIST
 900 MARINE DR
 ASTORIA, OR 97103

SHIP TO:
 SUNSET EMPIRE TRANSPORTATION
 465 NE SKIPANON DR
 WARRENTON, OR 97146

CONFIRM TO:
 JEFF HAZEN

Phone #503-861-5367

Comments:

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS NET 30 DAYS	Ship Week of:		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
732-032-006	EACH	5.00	0.00	5.00	6,354.00	31,770.00
SHELTER,BUS,5x8,3.5 ENCLOSED SIDES, TEMP GLASS,GUTTER GUARDS, FRONT PANEL SIDE: LEFT OR RIGHT METAL ROOF,P/C FRAME, ROOF: 5'-3"x8'-3",BASE: 5'-3-1/4"x8'-3-1/2", ROOF COLOR: TBD P/C COLOR: TERRA BROWN RAL 8028			Whse: 005			
732-096-001	EACH	5.00	0.00	5.00	487.00	2,435.00
LIGHT,SOLAR LED KIT,18W/22000L LED, RIGID MONO SOLAR PANEL AND BASIC MOUNT 50W, 16 AHR LITHIUM ION BATTERY BUILT INTO LIGHT, MOTION SENSOR,PHOTO SENSING,BASIC INTERCONNECTION CABLES, PWM CHARGE CONTROL, LIGHT 4x4x24 PANEL 26x24x1			Whse: 005			
732-091-006	EACH	5.00	0.00	5.00	66.00	330.00
RECEPTACLE,RND,8x18,NO LID,POWDER COAT, BUS SHELTER, P/C: TERRA BROWN RAL 8028			Whse: 005			

Continued

QUOTE

OREGON CORRECTIONS
 ENTERPRISES
 PO BOX 12849
 SALEM, OR 97309
 (503) 428-5500



ORDER NUMBER: 0116105
 ORDER DATE: 3/10/2020
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 465 NE SKIPANON DR
 WARRENTON, OR 97146

CONFIRM TO:
 JEFF HAZEN

Phone #503-861-5367

Comments:

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS NET 30 DAYS	Ship Week of:		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
732-089-008	EACH	5.00	0.00	5.00	593.00	2,965.00
CASE, INFORMATION, 26-3/4x36x2, STAINLESS, CORK BOARD, TEMPERED GLASS, 2 LOCKS TOP/BOTTOM, RUBBER SEAL, BUS SHELTER			Whse: 005			
732-093-006	EACH	5.00	0.00	5.00	547.00	2,735.00
BENCH, 2 SEAT, 46x16x23-3/16x20 SWx18 SH, PERF SEATS, SURFACE MNT, POWDER COAT P/C: TERRA BROWN RAL 8028			Whse: 005			
/303.52	EA	2.00	0.00	0.00	225.00	450.00
SHIPPING & HANDLING						
IT WILL TAKE 2 TRIPS TO BRING ALL 5 SHELTERS						

Continued

QUOTE

OREGON CORRECTIONS
ENTERPRISES
PO BOX 12849
SALEM, OR 97309
(503) 428-5500



ORDER NUMBER: 0116105
ORDER DATE: 3/10/2020

INSIDE SALES REP RR
SALESPERSON: 1026
CUSTOMER NO: 0088353

SOLD TO:
SUNSET EMPIRE TRANSPORT DIST
900 MARINE DR
ASTORIA, OR 97103

SHIP TO:
SUNSET EMPIRE TRANSPORTATION
465 NE SKIPANON DR
WARRENTON, OR 97146

CONFIRM TO:
JEFF HAZEN

Phone #503-861-5367

Comments:

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS NET 30 DAYS	Ship Week of:		
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

ADMIN APPROVAL *Phil* DATE _____

CUSTOMER APPROVAL _____ DATE _____

YOUR SIGNATURE ABOVE AUTHORIZES OREGON CORRECTIONS ENTERPRISES TO PRODUCE THE ABOVE PRODUCTS FOR YOU. YOU HAVE COMMITTED TO PAY OCE FOR THE ABOVE ITEMS.

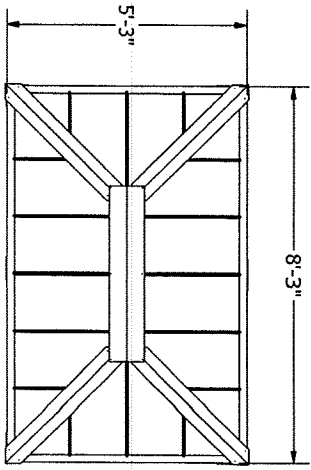
THIS QUOTE IS VALID FOR *****30 DAYS*****
SIGNED QUOTES CAN BE RETURNED TO: RICH@OCE.OREGON.GOV

SHIPPING & HANDLING CHARGES ARE ESTIMATES ONLY

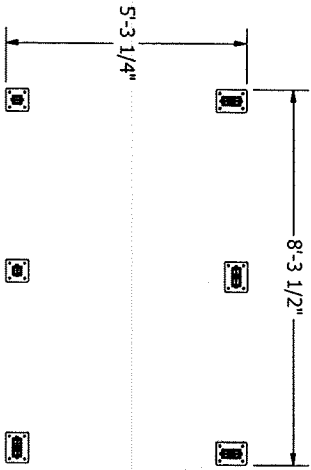
Net Order:	40,685.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	40,685.00

BUS SHELTER

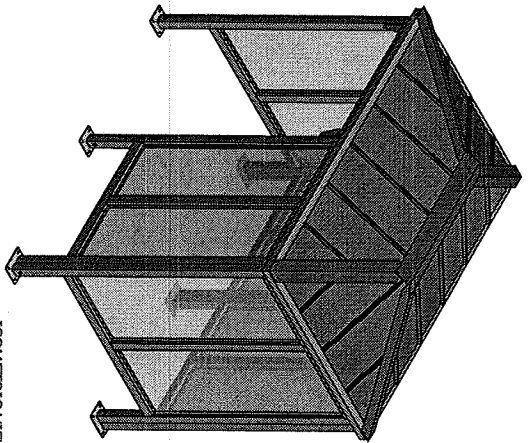
- ALUMINUM STRUCTURE
- 3" GUTTERS WITH GUTTER GUARDS
- ENCLOSED TRUSSES TO PREVENT HANGING
- 3/8" HOLES IN MOUNTING PLATES
- 43 Sq. Ft. ROOF



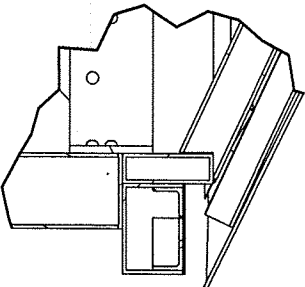
TOP VIEW
SCALE: 1/32"=1"



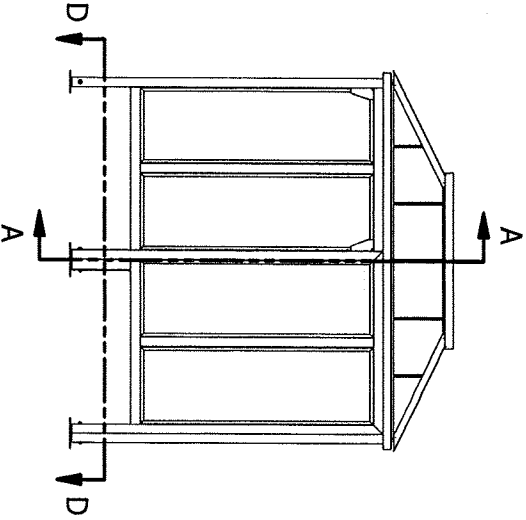
SECTION D-D
SCALE: 1/32"=1"



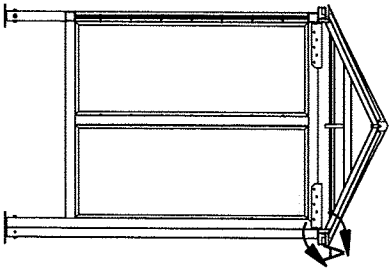
ISOMETRIC VIEW
SCALE: 1/32"=1"



DETAIL A
SCALE: 1/4"=1"



FRONT VIEW
SCALE: 1/32"=1"



SECTION A-A
SCALE: 1/32"=1"

CONCEPTUAL DRAWING FOR CUSTOMER SIGN OFF ONLY, NOT INTENDED FOR PRODUCTION

Please provide comment on conceptual drawing, mark appropriate box below, provide authorized signature and date to 503-752-5141

No Exceptions Noted Revise & Re-Submit

Signature _____ Date _____

PROJECT TITLE	X
PRODUCT NO.	P1904-0140
DRAWING NO.	MS0419-0016
SCALE:	AS SHOWN
SHEET	1 of 1

BUS SHELTER, 5X8, 3.5 ENCLOSED SIDES

DRAWN BY	J. SPEIDEL	DATE	3/6/2020
CHECKED BY	J. SPEIDEL	DATE	3/6/2020
APPROVED BY		DATE	

DRAWING STATUS
Released

OREGON CORRECTIONS ENTERPRISES
P.O. BOX 12849
SALEM, OR 97309
PH: (503) 378-5276

NOTICE: THIS DRAWING IS PROPERTY OF OREGON CORRECTIONS ENTERPRISES AND IS NOT TO BE USED EXCEPT IN CONSIDERATION OF BIDS OR PROPOSALS TENDERED HERETO, WITHOUT THE WRITTEN PERMISSION OF THE DRAWING OR PART IS PROHIBITED.

Date: April 13, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.f Executive Director Vacation Carryover Request

By June 30th, I will have 160 hours of accrued vacation time available. My agreement with the District only allows me to carryover 80 hours of vacation time after June 30th. Due to the COVID-19 outbreak, I have not felt comfortable taking any extra days off as vacation days. This, in addition to it being budget season makes it difficult to take any time off. Depending on how things progress with the pandemic and restrictions put into place, I may be able to take some time off in June.

I am requesting a one time suspension of this part of my agreement and the allowance of no more than 160 hours of vacation time carry over this year.

Executive Director Report
April 2020 Board Meeting
Jeff Hazen

-Ridership

The week of April 5th, we were 36% down in ridership. I feel fortunate with that numbers based on numbers I'm seeing from other transit agencies.

-Meetings

I've been attending a great deal of virtual meetings locally and nationally. All of them revolve around COVID-19.

-CARES Act

We will be seeing our grant agreement with ODOT mid-May to late May. I'm currently working on the formula fund grant application that is due this Friday. We will be using the funds for things I described in the latest emailed update and we will be using it in lieu of the \$5311 grant for operations. The \$5311 grant requires a 50% match and we generally overmatch the grant with local funds. The CARES Act money is a 100% grant with no match so we will be able to keep our local funds. When we spend down the formula funds, we will return to using the \$5311 funds for operations and I will be applying for a waiver so there will only be a 20% match.

-Budget

I'm beginning work on next year's budget and this will be a very interesting one to write based on COVID-19 and the unknown timeline of lifting restrictions that are in place.

-Team

The leadership team is holding up well considering most of them are working from home. We meet every Friday afternoon on a Zoom call and are in touch with each other throughout the week.

Emailed Updates:

4/8/2020

Last week, we saw a 34% decrease in ridership which is better than the two weeks prior to that. This week, we are currently down 33%. While it's nice that the decrease has gotten better, we are being challenged with keeping the social distancing of six feet in effect. We have had an uptick in people just getting on the bus to ride around. We are now asking where people are going and letting them know that they can't ride the bus just to ride the bus. They must get off the bus at their destination, they will not be allowed to stay on. We have determined how many riders we can have on a bus at a time based on the size of the bus. This ranges from 4 to 10. We will be leaving people behind to maintain the distancing if necessary. Depending on driver availability, we may be able to get extra buses out to chase the regular buses to pick up people left behind. I have Paul writing procedures for a reservations-based system where people will

have to call in 2-5 days in advance to make a reservation. This will be very challenging but necessary if we need to do it.

We have shut down the Transit Center operations completely and the CSR's have all been placed on paid administrative leave indefinitely. We purchased a laptop computer for Donna, and she is now working from home. Tracy and Sue are now working from home full time as well. Paul and Jason have been since the beginning. The driver supervisors and the paratransit supervisor continue to work are present at OPS in Warrenton. I am the only one working at the Transit Center now, however I do take my computer home every night just in case. I am using the Seaside cell phone as the phone that people with questions can call in on. It is on the website. Besides Donna's new laptop, I have purchased four other laptops. Tracy has been using an old one and will get a new one. Paul has been using his iPad, but it is problematic interfacing with our servers, so he is getting a laptop. Sue is getting one as well because she is currently set up to access us by her personal computer and due to increased cybercrime, I will not be allowing that any longer. Although Jennifer continues to work onsite at OPS, she will have one as well in case she needs to deal with anything. One of the other things I announced this week is that all hourly employees working will be receiving COVID-19 extra pay. Those working will be paid an additional \$2.00 per hour. I made it effective March 23rd when Governor Brown declared an emergency.

Obviously, these actions have added significant costs to the District. Fortunately, the CARES Act provides a substantial amount of money to transit agencies across the nation. The FTA distributed the rural funds to states based on the §5311 allocations. Oregon received \$42,686,023 to distribute amongst the §5311 recipients. ODOT is setting up two programs for distribution. The first is a formula-based program where all §5311 recipients will have on one year's worth of their §5311 allocation available immediately. In our case, that is slightly over \$500,000 that we can use for any COVID-19 related expenses. This will include all of the cleaning supplies we are using, payroll for the Sani-techs, the premium pay, employees on paid administrative leave plus any other costs incurred in relation to the pandemic. The second program will be a needs-based program that they are working on criteria for. The great thing about this money is that it does not require a match, they are paying 100% of our costs. They are also making the money available on a monthly reimbursable basis rather than quarterly. This is something I specifically asked for because there are several very small agencies in the state that would likely go under due to cash flow issues.

We have three buses that we purchased that have been inspected in Canby today. We are waiting for the results. Once any issues that are found are fixed, we will have to send drivers to Canby to get the buses because the vendor doesn't have enough CDL holders. They will be paying for the trip.

4/1/2020

Good morning, last week our total ridership was 2,127. This was a 44% decrease from last year's ridership of 3,780. So far this week, we are sitting at a 46% decrease. We've managed to

keep all of the routes going even with the driver sick calls we've been experiencing. I received a nice compliment from the owner of M & N Workwear. He was happy to see that we are still providing service to those that need it. Here is another comment on our Facebook from one of our regular riders:

I rode the #13 bus into Astoria from Alderbrook today to pick up some essentials in town after staying at home for about ten days. I wore gloves and had a mask. My concerns were minimized when I saw that SETD had hired a woman (and additional help on other buses) who's job is to sanitize the seats, and other surfaces inside the bus. SETD is doing a good job keeping the buses clean, sanitized and as safe as possible.

There were only one or two other passengers, and we all maintained more than six feet apart distances. I thank SETD for working to safeguard the bus riders and the drivers. The people that have been hired to sanitize the buses, and the drivers deserve praise and thankfulness - likewise to the SETD management for implementing these important measures to meet the challenges of the global threat referred to as COVID-19, AKA the Corona Virus.

Be safe, stay home - but if you need some essential, goods or services, the SETD buses are up to the task of transporting you as safe as possible.

Thanks SETD.

We also received this comment from one of our new drivers:

Guests on the bus today had a lot of thoughts and not sure who to contact, so your reporter behind the wheel files this report.

11 riders said thank you for the on-board bus cleaners. They said whoever thought of that idea is very smart and shows they really care!!

5 people inquired about bus schedules, and I assured them that the director and board are making no changes.

I guest, who was also impressed with the cleaning- inquired if it might be possible to clean some of the bus stop shelters?

In particular, the McDonald's in Seaside is used by homeless and smokers and is smelling and dirty.

Many guests the last two days were surprised by the free or no fare rides. Many said they were willing to pay. I guessed and advised the company wanted to encourage locals to continue to ride in these trying times.

And another from the same driver after learning of the death of a driver for Community Transit in Snohomish County:

This is why I am so glad to be hired and working here.

The big city or in this case Community Transit had to be threatened by the union just to get the drivers Lysol wipes and gloves. Sunset Empire is light years ahead in planning and caring for employees...

As you know, I'm the Chair of the Public Transportation Advisory Committee (PTAC). PTAC is meeting on Monday via phone to review the recommendations for funding for the recent grant solicitations for bus replacements and bus expansions. We had submitted a grant for 5 replacement buses and another grant for 2 expansion buses. The review committee recommended funding the 7 buses we requested; this is \$1,065,050 that we will be receiving! PTAC will follow the recommendations and forward them on to the OTC for their final approval. We will be getting an update from ODOT staff on the CARES package that the President signed last week. FTA is working on the process to quickly get the funds out to the States and ODOT is having discussions on what the process will look like for us. It was great to see that \$25 billion was in the package to aid transit agencies during this time. My favorite part is that there will be no local match required for these funds!!

In case you hadn't heard, Salem/Keizer Transportation District shut down their system effective yesterday with the exception of life sustaining trips. They had 7 drivers report that they tested positive for COVID-19.....

3/16/2020

Things are rapidly evolving. First off, after a discussion with Debbie, the decision has been made to cancel this month's Board meeting. We talked about doing a conference call, but it would be very difficult to have a full Board meeting via phone. There is nothing that rises to the level of an emergency that decisions by the Board need to be made. Should that change over the next several weeks, an emergency Board meeting via phone could be called. The trip to Portland by the Board will be postponed to another day. New guidelines from the White House call for limiting gatherings to less than 10 people. We have a few Team members that are working from home and I'm directing that our older Team members that are working in the office today begin working from home beginning tomorrow. We have removed the toys and some of the chairs in the lobby at the transit center. The remaining chairs have been separated to maintain a 6' space between them. Hopefully the bill that the House passed Friday can be passed by the Senate this week. This will provide protections for employees impacted by COVID-19. I received word from the FTA over the weekend that they are loosening the match requirements on our federal grants to allow us funds to react to this. Rather than a 50% match, they will pick up 80% and transit providers will only have to match 20%. We are awaiting guidance from ODOT on this.

Ok, now some good news. Our ridership maintained solid increases last week. We had a 29% increase last week compared to the same week last year.

I'll will continue to update you throughout the week as things change. I plan on working in the office all week but will be taking the computer home in case something happens.

Have a safe week and remember, wash your hands!!

3/9/2020

Two things are at the top of the list for us right now. I am holding a special leadership team meeting this morning to discuss the CORVID-19 virus and our response plans. Several of the staff members joined us on Thursday to sit in on an APTA webinar about it. We gleaned some good information and will be implementing some of the things we learned. We had our Compliance Review last week. It went well. They no longer issue “findings”, they use the term “observations”. We had a few of them, none of them surprising to us. The final report will be issued in a couple of months, but we are working on the things that they shared with us right now. I’m hopeful that we can knock them out within a couple of weeks so that our response to the observations will be included in the final report. I’m attempting to get a Transportation Advisory Committee meeting put together for next week to update the committee on the rollout of STIF but am having troubles getting enough members to call a meeting. I may have to just do a written update for them.

3/4/2020

Good afternoon. Things continue to go well with our expanded service. Last week’s increase in ridership over last year came in at 25%. No other transit agency in the state is experiencing increases like us. It’s absolutely amazing what our team is accomplishing!!! We have had a few mechanical issues with the motor coaches on the LCC, but they’ve been corrected and are back on the route. We had to use a cutaway bus for some of the runs and they worked fine for it. Besides the medical transportation information I forgot to share with you last Thursday, I also forgot to bring up information about the March Board meeting. For the past couple of years, the Board has met in March in the evening in Seaside to help show our commitment to south county. We have reserved the Seaside City Council chambers for March 26th and will have the meeting at 6:00pm.

I hope you’ve noticed how much cleaner our buses have been lately. Lyden has done a great job for us but unfortunately, he has left us for a higher paying job in construction. I’ve okayed Sue to advertise the position with an increase in the wage scale that we’ll be implementing next fiscal year. Hopefully she can find his clone!

We will be participating in a webinar tomorrow put on by APTA in regard to the COVID 19 issue. We’ve already been putting up CDC signs reminding staff to wash their hands properly and often. We will have a special Team meeting on Monday to discuss the issue and what we are doing.

2019-2021 SETD Priorities

Priority One

- Benchmark Services
 - o Ridership Increases & Decreases (3%)
 - o On-time Performance March was 60.7% on time. TCTD was 59.7% and Lincoln County was 64.4%.
 - o Fleet reliability
 - o Employee Retention 24.1% turnover YTD.
- Develop a SETD specific emergency plan.
 - o SETD operational specific emergency operation plan
 - o Medical emergencies
 - o Accidents
 - o Behavioral emergencies at facilities and on buses
 - o Emergency contact and reporting requirements
 - o Strategic county wide transportation plan that integrates into Clatsop County Emergency Plan.
- Develop a Succession Plan for Key Management Positions
- Develop Route Standards
 - o Summer Schedule
 - o September Through May Schedule
- Develop Demand Management Standards
 - o Paratransit
 - o Dial a Ride
 - o First Mile Last Mile
- Increasing services
 - o Fixed routes Astoria weekend service started in November. Additional service improvements began on February 3rd.
- Improving System
 - o Improved lighting at bus shelters
 - o Route on-time performances .
 - o Amenities

Priority One (continued)

- Technologies
 - o E-fare RFQ delayed until after the holidays
 - o Electronic charging stations on buses
 - o On-board wi-fi
- Improve Appearance
 - o Buses [Sani Techs doing a great job on the interiors on the routes.](#)
 - o Shelters
 - o Facilities

Priority Two

- Develop feasibility of moving Warrenton Operations facility
 - o Out of the inundation zone
 - o 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.](#)
- Strategically Locate Park and Rides
- Improve District Signage

Priority Three

- Identify new funding opportunities
 - o Seek public/private partnerships
 - o Continue to explore new Federal/State/Local grant opportunities [CARES Act has provided us \\$500,000 in formula funds. The needs-based program has a tremendous amount more in it that is available as well.](#)
 - o Rebuild Ride Pal Program and Volunteer Program

Operations
April, 2020 Report
Paul Lewicki

We are now at 29 drivers – 27 full time and 2 part time! At this staffing level, we are able cover routes with minimal overtime. At this writing, we have four of our drivers out on OFLA related situations.

We have been operating the Lower Columbia Connector route to Union Station in Portland for two months now. Although our ridership on this route as well as our other routes has been negatively impacted by the COVID-19 pandemic, the route continues to provide a valuable link from Astoria to Portland, and several other stops in between. Although low, ridership is consistent.

We also began running our newly realigned routes on the 10 (Astoria), the 15 (Warrenton) and the 101 (Astoria to Seaside), and our new weekend service on the 16 (Warrenton) on February 7th. Prior to the beginning of the practice of social distancing, our ridership was up significantly over previous year figures. The impact of the virus has reduced our ridership, but not nearly to the degree experienced by many other transit agencies.

We submitted a grant application (5339) for two expansion buses to support our new STIF-funded service. This grant was not awarded in our favor. We have recently drafted yet another grant application (5339) for five replacement buses – two of which will replace aging paratransit vehicles. We are hopeful that these funds will be approved.

The four new buses we ordered last year – one Category B bus (~30 passengers) and 3 Category C (~20 passengers) are almost here. The category C buses have been inspected at the vendor in Canby, and a short punch list of items is being addressed prior to delivery to Warrenton, which is expected before the end of April. The category B bus has been completed at the factory, but the factory is shut down and a delivery date is not available at this time. We have reached out to ODOT and requested an extension of the grant agreement for this bus as we believe it may not be delivered prior to the current expiration date of the agreement. Once accepted in Warrenton, the video and passenger counters will be installed and the buses will be put into service further improving our passenger experience.

We continue to provide enhanced disinfection measures on our buses and in our facilities to minimize the spread of the corona virus. We have also executed social distancing measures on our buses by blocking off seats and restricting the number of riders aboard each bus to maintain appropriate distance between riders and away from the driver. We are experimenting with a transparent curtain designed to provide a physical barrier between our drivers and boarding and alighting passengers.

As I am working remotely from home during this time, we are all relying heavily on the supervisors to take even greater initiative to ensure that all aspects of daily operations continue to run smoothly. I am proud to recognize each of our supervisors, and their people, for doing an exemplary job of delivering safe, reliable service despite the challenging circumstances.

RIDE ASSIST
February/March 2020 Report
Jennifer Geisler

- In February, Ride Assist provided a total of 957 rides. ADA Paratransit had 575 rides, we provided 246 Medicaid rides for NorthWest Rides, 6 VETP and had 128 escorts. That is an average of 33 rides per day with an average of three drivers per day. Dial a Ride had one ride.
- In March, Ride Assist provided a total of 694 rides. ADA Paratransit had 426 rides, we provided 182 Medicaid rides for NorthWest Rides, 6 VETP and had 78 escorts. This is an average of 25 rides per day with an average of 2.5 drivers per day. Dial a Ride had two rides.
- There were zero ride denials in February. In March there were two ride denials due to a lack of capacity for the requested time and date of rides.
- Governor Kate Brown declared a State of Emergency for Covid 19 on March 8, 2020. On March 23rd she then issued an executive order 20-12 directing all Oregonians to “Stay home, stay healthy.” NorthWest Rides sent a letter to all NEMT providers that they would only be doing essential rides as mandated by Governor Brown. This is still in effect at the time of this report and remains until the Governor lifts the order.
- Ride Assist sent out just under 200 letters to those that use the curb to curb service including the local care facilities. The letter stated that SETD Ride Assist would still be in service as normal but doing non-shared rides.
- Ride Assist stopped collecting fare on March 25th after board approval. The riders have been very appreciative of the continued bus service and then extending that into the free fare until the end of May. It has helped so many people in this difficult time.
- ADA Paratransit Report for February/March

Number of completed applications received: 16

Number of incomplete applications received: 0

Number of interview/assessments scheduled:

Number of interview/assessments completed:

Number of determinations made:

 Within 21 days: 5

 More than 21 days: 11

Determination by type:

 Unconditional: 5

 Conditional:

 Temporary:

 Not eligible:

Number of appeals requested: 0

Number of appeals heard:

RideAssist Fares Collected/Billed for February 2020

- Para-transit Fares: \$824
- Dial-A-Ride \$8
- Tickets Collected: \$364
- Medicaid Billed: \$4355
- Ticket books sold: \$168
- VETP Billed: \$164

RideAssist Fares Collected/Billed for March 2020

- Para-transit Fares: \$514
- Dial-A-Ride \$16
- Tickets Collected: \$284
- Medicaid Billed: \$3010
- Ticket books sold: \$192
- VETP Billed: \$176

Mobility Management
February, March 2020 Board Report
Jason Jones

- In February and March, I was only able to complete 2 travel trainings due impart to being away at 2 conferences and of course the COVID-19 continuing threat.
- I was able to continue much of my contact with community partners through most of February but as the last part of February and into March passed it has become much harder to keep communications open with the community. I felt we were in a real good place with various other local companies, agencies and schools when all contact was suspended that starting back up when the time is right shouldn't be overly difficult.
- The Veterans Enhanced Transportation Program (VETP) has come to a virtual standstill as all but a few rides and or appointments have been canceled. Our volunteer driver has been great at keeping his vehicle as safe as possible. He remains at the ready anytime we do receive a request.
- I have been working through some specific Travel Training where I'm learning how to better assess our vulnerable riders and how I can appropriately lead them in a direction that will lead to more successful attempts at navigating public transit. I have also attended several webinars dealing with mostly COVID 19 related programming but others that also focus on Mobility standards and outreach.
- I have been working on multi-media creation regarding several transit engagement power-point presentation but the progress is slow as it is hard to stay current on the ever-changing information regarding infectious diseases. I plan to have several versions created in the near future that will help guide my trainings in the near future as I plan for a changed public transportation landscape. I hope to be better prepared for other such challenges in the future.
- I'm thankful for the opportunity to work at home and continue in some part my program helping our community use public transportation. I devote a good portion of my work day to preparing myself to be better equipped for the eventual new normal to take place. I will be able to hit the ground running to rekindle much of my former contacts, start travel training, re-engage all while staying safe and being more cognizant of how to work through situations like we find ourselves in now.
- Lastly, I would like to give a huge shout-out to all of those in SETD who have staffed front desks, driven our routes, cleaned our vehicles while on route, kept the vehicles running, provided outstanding leadership and made tough unprecedented decisions every single day in this strange new year.

March was a short-lived month for “Active” work in the Region. I had many projects and activities lined up to kick-off with the start of Spring and return of the sun to the Region. Unfortunately, most projects and activities involving public gatherings are currently cancelled or indefinitely postponed. The month of March started with a Safety Fair hosted by Providence Hospital at Lums in Warrenton. With the quickly evolving situation around the pandemic I was pleasantly surprised by the attendance and precautions at the event. Looking back, it was a great opportunity to get safety materials to parents and students right before our lives would change dramatically. I had a couple of conferences planned for March, both of which were cancelled. Each of them has rescheduled several of the session as online webinars. I have found the majority of the webinars I have attended to be extremely useful and informative. Transportation options and transportation management organizations during this time are working together to shift messaging to match the times. There have been incredible positive impacts on the environment measured in a relatively short time. Programs are working on methods and means to make the positive impacts made last past the crisis time. The goal is to help people see how small behavior changes can have huge results. One of the events I was able to attend prior to guidance was issued not to schedule in-person face to face meetings, was a Tourism Studio Community Forum. Arla Miller and I attended representing ODOT and NWTO respectively. This was a great opportunity to hear from community members about their concerns regarding tourism and how Transit and Transportation Options can help alleviate pressures. We were able to discuss how we are working with chambers of commerce and local events to promote car-free travel on the North Coast. Since this event I have been mainly working on staying in touch with events unfolding in the three counties of the NWTO region. Part of my tasks have been to push-out information that is relevant and important to people as we work on staying home and staying safe. One of my messages that I am working to get out is that you can still stay active “hyper locally” while you stay safe. Walking and Biking safely is an important way to stay healthy for both adults and children. If you are still working or attending classes from home logging trips on www.GETTHEREOregon.org is a great way to see the savings you personally can have by making small shifts in your commute methods. The savings are both in dollars and carbon footprint and add up fast. Look to see more of this messaging on Facebook, and twitter.

Social Media-Get There Oregon

- Outreach to grow NW TO users on GetThereOregon.org-LOG YOUR TELECOMMUTE!!
- Tweet, re-Tweet and Instagram relevant materials for @nw_T_Options
- Post TELECOMMUTE information on Facebook (like us at @NWTransportationOptions and Share!)
- Grow Facebook following to be able to push out transportation options news to a wider audience

Collaborative Project Planning

- working with Safe Kids, Seaside Fire Department and LCHC May 2 Safety Fair-Postponed indefinitely
- Outreach to Tillamook Bay CC & Clatsop CC Distance Learning/Telecommute behavior changes
- webinars on how to help with long term positive travel behavior changes

Safe Routes To School-Rapid Response Grant Application Tillamook

- Connect with Tillamook School District #9 to discuss ways to help students/teachers/staff with commute
- Brought lights and signs to Tillamook School District to help them create greater awareness of pedestrians
- Start conversation on application for SRTS Infrastructure Grant for August 2020

Providence Safety Fair at Lums

- Distributed and discussed pedestrian and bicycle safety materials in Spanish and English
- Gave away bicycle lights to children
- Discussed routes and fare free program with parents and children
- Continue to build trust within the communities in our region



Outreach and Education

A Board Report February-March 2020 Report

Mary Parker

Happy Spring Everyone!

March Outreach- I am so appreciative of being able to work from home. It is amazing how fast the day goes...I have been helping with the SETD Contagious Virus Response Plan by keeping an up to date file on all of the CDC or Oregon Health Authority's public releases on the latest Corona Virus reports. As you know this information is changing daily. I place information sheets and flyers in a format that can be easily copied, shared and distributed in the District Share file that most employees can access. I also am assisting in making public notices and press releases about SETD service changes.

I attended web meeting/presentation with ICompass, (they had a table at the SDAO conference) an intensive program for meeting management. They offer a very in depth and integrated program that can assist in every detail of meeting management, records, follow up reports, agendas, paperless board packs, records and video records. I will have second meeting with them in April.

April Outreach- I have continued to update pertinent released information from the CDC and Public Health on the Corona Virus file in the SETD District Share drive. I have also been posting service changes in English and Spanish on Facebook and our Website. Commissioner Nino nicely volunteered to assist with translation. Had a meeting with Archive Social. They offer electronic records management of our Facebook, webpage and other electronic records. Ifocus does not provide this service. This service would be a specific addition to our recently approved Records Retention policy. I will be meeting for a second meeting and demonstration of the program next week. They currently have contracts to provide this service with most of the city's in Clatsop County.



MEETINGS/TRAININGS ATTENDED:

- Attended several and various topics of webinars at the the outset of the Coronavirus. Continue to attend various webinars on this issue as scheduled.
- Attend Team Meetings scheduled for every Friday at 1p.m.
- Every Wednesday HR Answers, Inc. in affiliation with SDAO provides updates to current legislation associated with COVID-19.
- Read continuous briefings from SDAO, RTA, CDC, BOLI, HR Answers, Inc. and EEOC and other Legal affiliates regarding COVID-19 legal updates.

ACTIONS:

- Set-up for all employees to take the mandatory SAFEPERSONNEL training on Coronavirus Awareness. The Board is set-up to take the training. Log in to SafePersonnel at URL: <https://ridethebus-or.safepersonnel.com/>
- Conducted annual DMV reports for all Bus Drivers.
- Completed annual Worker's Compensation renewal.
- Prepared for Clatsop Community College Job Fair. Cancelled March 12th.
- Conducted annual United Way Campaign for SETD employees.
- Completed Unrepresented Salary Survey for 2020-2021 Budget.
- Distributed evaluations to Executive Director, staff and Board for upcoming annual Executive Director evaluation.
- Provided Weingarten training for supervisors.
- Held several interviews for potential Bus Drivers.
- Held interviews for Bus Sanitation Technicians.
- Provided paperwork for FMLA/OFLA paperwork to several employees due to COVID-19 virus.

NEW EMPLOYEES:

Provided New Employee Orientation for the following new employees:

- ❖ Bus Driver Aubrey Adams comes to SETD with years of transit experience working in the Lynwood, WA area.
- ❖ Bus Driver Sabrina Holland-Baker was referred to us by Bus Driver Steve Simmons. Sabrina earned her CDL A from Job Corp in Kentucky.
- ❖ Bus Driver Kent Wade is a long-standing bus driver for the Las Vegas, NV area. He drove tour buses up and down the strip, as well as tours to the Grand Canyon. Recently, Kent worked for Tri-Met in Portland.
- ❖ Lot Attendant Anthony Entringer comes to us from Las Vegas. Currently our Lot Attendant, but prospective Bus Driver.
- ❖ Para-Transit Bus Driver Suzie Brown comes to SETD from her position as an on-call bus driver for the all the school districts in Clatsop County as well as Clatsop Community College's Upward Bound program.
- ❖ Approximately 16 Bus Sanitation Technicians were hired to protect our drivers and passengers from the spread of COVID-19. The Sanitation Technicians drive the route with the bus drivers continually cleaning the bus between passengers. There are 12 full-time positions and one part-time position. There have been several turnovers in the position but filling the positions has not been an issue.

HIGHLIGHTS:

- ✓ Bus Drivers Marty Meeker, Steve Simmons, Sean Goodearl and Sabrina Holland-Baker passed their test for licensure to drive a passenger bus! Congratulations to all of our new Bus Drivers for their hard work and determination!
- ✓ An extra special thank you to our driver trainers extraordinaire Bus Driver Supervisor Lawrence McDonald and Bus Driver/PIC Mackenzie Lindquist!