



Sunset Empire Transportation District
BOARD OF COMMISSIONERS
ELECTRONIC BOARD MEETING AGENDA
THURSDAY MAY 28, 2020
9:00 AM
<https://us02web.zoom.us/j/83544514840>

AGENDA:

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CHANGES TO AGENDA
4. PUBLIC COMMENT (3-minute limit)
5. APPROVAL OF BOARD MEETING MINUTES
6. REPORTS FROM CHAIR AND COMMISSIONERS
7. FINANCIAL REPORTS
8. OLD BUSINESS
 - a. Executive Director Performance Evaluation
 - b. Executive Director Compensation
 - c. Executive Director Vacation Carryover Request
 - d. Fares
9. NEW BUSINESS
 - a. Transit Center/Office Operations
 - b. ODOT Grant Agreement #34209 Approval
 - c. Supplemental Budget
10. CORRESPONDENCE
11. EXECUTIVE DIRECTOR REPORT
12. LEADERSHIP TEAM REPORTS
13. OTHER ITEMS

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

May
2020

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

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

May
2020

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

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

May
2020

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



**Sunset Empire Transportation District
Board of Commissioners
DRAFT Minutes for the April 23, 2020 Electronic Board Meeting**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE- Chair Debbie Booth-Schmidt called the meeting to order at 9:00 AM.
2. ROLL CALL:
Present: Chair Debbie Boothe-Schmidt, Vice Chair Tamara Taylor, Secretary Treasurer Tracy MacDonald, Commissioner Pamela Alegria and Commissioner Charles Withers. Commissioner Diana Nino joined the meeting at 9:15 AM. Commissioner Kevin Widener excused

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker, Human Resources Sue Farmer, Mobility Manager Jason Jones and Transportation Options Specialist Kathy Kleczek
3. CHANGES TO AGENDA- Commissioner Alegria requested a discussion of the Budget Meeting schedule be added to the agenda. Chair Booth-Schmidt added the Budget Meeting discussion to agenda
Commissioner Alegria moved to accept the agenda as amended
Commissioner MacDonald seconded the motion
Discussion- None
Voting Aye- Commissioners Alegria, Taylor, Boothe Schmidt, Withers, MacDonald
Voting No- None
Motion passed unanimously
4. PUBLIC COMMENT (3 minutes)- Executive Director Hazen reported that he had received a second request from the manager at Emerald Heights for a new shelter to be installed on Nimitz Drive.
5. APPROVAL OF THE FEBRUARY 27, 2020 BOARD MEETING MINUTES:
Commissioner Alegria moved to approve the February 27, 2020 Board minutes
Commissioner Taylor seconded the motion
Discussion none
Voting Aye: Commissioner's Withers, Alegria, MacDonald, Taylor and Boothe-Schmidt
Voting No: None
Motion passed unanimously
6. APPROVAL OF THE MARCH 24, 2020 BOARD MEETING
Commissioner Alegria moved to approve the March 24, 2020 Board minutes.
Commissioner MacDonald seconded the motion
Discussion- None
Voting Aye: Commissioner's Withers, Alegria, MacDonald, Taylor, Booth-Schmidt, and Nino.
Voting No: None
Motion passed unanimously
7. REPORTS FROM CHAIR AND COMMISSIONERS
 - a. Commissioner Withers-Reported that he wanted to commend Executive Director Hazen and staff and specifically the drivers on what a great job they are doing.
 - b. Commissioner Nino-Reported that she wanted to commend the staff on what a great job they have done and is grateful to the drivers for their kindness.
 - c. Commissioner Alegria-Nothing to report
 - d. Commissioner MacDonald- Nothing to report
 - e. Commissioner Taylor- Nothing to report

- f. Chair Boothe-Schmidt- Commended Executive Director Hazen on all that he has done with preparing for the Corona virus.

8. FINANCIAL REPORTS-

Financial Officer Tracy Lofstrom presented the February 2020 Financial Report and Exception Report. There were no changes or corrections made following the review.

Commissioner MacDonald moved to accept the February Financial Report as presented

Commissioner Nino seconded the motion

Discussion-None

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria

Voting No- None

Motion passed unanimously

Financial Officer Tracy Lofstrom presented the March 2020 Financial Report and Exception Report.

There were no changes or corrections made.

Commissioner Withers moved to accept the March Financial Report as presented

Commissioner Nino seconded the motion

Discussion- None

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria

Voting No- None

Motion passed unanimously

9. OLD BUSINESS-

- a. Ordinance 2020-01 Second Reading and Adoption- Executive Director Hazen reported that the Board held the first reading of this ordinance at its February meeting and staff is asking that the Board hold the second reading of Ordinance 2020-01 by title only and then adopt the Ordinance amending Section 3.13 of Ordinance 2017-01. Executive Director Hazen read Ordinance 2020-01 amending Police Ordinance 2017-01 concerning repulsive odors.

Commissioner Alegria moved to adopt Ordinance 2020-01

Commissioner Withers seconded the motion

Discussion- None

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria

Voting No- None

Motion passed unanimously

- b. Budget Meeting Calendar Changes- Commissioner Alegria suggested that there be a change made to hold the Budget Meeting at location that offered a larger accommodation and asked if the June 30 deadline for the budget could be extended to July 31st? Executive Director Hazen said that the June 30 date is set by Oregon budgeting laws and that Governor Brown has released an order that all public meetings should be done electronically or by teleconference including budget meetings.

10. NEW BUSINESS

- a. Compliance Review Final Report-Executive Director Hazen reported that RLS & Associates conducted a compliance review of the District on March 5th and 6th. 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. SETD had 8 Compliance Observations and 1 Advisory Recommendation which will require actions to be completed in the required time frame. Hazen said staff began working on some of the observations and will have these taken care of as soon as possible.
- b. Grant Letter of Affirmation- Transportation Options Specialist Kathy Kleczek, explained that Walmart frequently awards grants in the form of materials to non-profit or government organizations. To comply with their application process Northwest Transportation Options is required to verify that it is an

authorized entity of Sunset Empire Transportation District and that the District is an officially formed and recognized government entity. Kathy asked 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.

Commissioner MacDonald moved to approve that the Board Chair sign the letter to Walmart
Commissioner Taylor seconded the motion

Discussion-None

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria

Voting No- None

Motion passed unanimously

- c. Procurement Policy Adoption-Executive Director Hazen explained that this policy has been rewritten because of the District's recently held RLS Compliance Review. RLS & Associates provided the Procurement Policy template which meets all federal requirements.

Commissioner Taylor moved to approve the Procurement Policy as recommended by RLS

Commissioner Alegria seconded the motion

Discussion- None

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria

Voting No- None

Motion passed unanimously

- d. RLS & Associates Agreement Approval- Executive Director Hazen reported that the RFP committee (Executive Director Hazen, Paul and Jason) had each reviewed the three proposals submitted for the SETD Coordinated Human Plan. They unanimously scored RLS's proposal the highest amongst the three proposals.

Hazen also said the agreement is from a template our legal counsel has provided us and includes all of the required Federal Clauses. Hazen said staff is recommending that the Board approve the Agreement with RLS and Associates and authorize the Board Chair to sign. Commissioner Withers asked if RLS could attend a Board meeting. Executive Director Hazen said they will when plan is completed. Commissioner Nino said she did not see that outreach will be done in Spanish and if RLS will cover cost of translation.

Commissioner Withers moved to accept RLS proposal

Commissioner Taylor seconded the motion

Discussion- Executive Director Hazen commented that RLS is an all-female company

Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria

Voting No- None

Motion passed unanimously

- e. Shelter Procurement- Executive Director Hazen reported that the purchase of new shelters and signs was ranked the number 3 priority in the STIF plan by the Transportation Advisory Committee which was adopted by the Board of Commissioners. Oregon Correctional Enterprises (OCE) is a self-funded program within the State's prison system and manufacture bus shelters. We are allowed by State rule to forego the RFP process and purchase directly from OCE. The shelters will have 3.5 sides to protect from the weather and include solar lighting, a two-seat bench, an attached trash receptacle, and an attached weatherproof information case. Hazen said 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 and the OCE 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. There was discussion about vandalism of the shelters. Executive Director Hazen said we have added insurance to the shelters. Commissioner Withers said he has a fundamental issue with prison labor and will be voting no.

Commissioner Taylor moved to approve the purchase of new bus shelters from Oregon Correctional Enterprises

Commissioner MacDonald seconded the motion

Discussion- Commissioner Nino asked if there were other bids. Hazen said no the State encourages agencies to purchase from OCE.

Voting Aye- Commissioners Nino, MacDonald, Taylor, Boothe-Schmidt and Alegria

Voting No- Commissioner Withers

Motion passed

- f. Executive Director Vacation Carryover Request- Executive Director Hazen reported that by June 30th, he will have 160 hours of accrued vacation time available. His agreement with the District only allows him to carryover 80 hours of vacation time after June 30th. Hazen also said due to the COVID-19 outbreak he does not feel comfortable taking any extra days off as vacation days and we are going into budget season which also makes it difficult to take time off. Hazen said depending on how things progress with the pandemic and restrictions put into place he might be able to take some time off in June. Hazen said however I am requesting a onetime suspension of this part of my agreement and the allowance of no more than 160 hours of vacation time carry over this year. Board discussed their concerns of Hazen not taking the vacation time he has coming to him and concerns about having back up for when he does take vacation. Commissioner Taylor suggested that this decision be tabled until the next meeting so that Executive Director Hazen can develop a vacation plan.

g.

Commissioner Taylor moved to table the decision of rolling over the Executive Director's vacation time until the next Board Meeting

Commissioner Alegria seconded the motion

Discussion- Executive Director Hazen will put together a proposal with options for his vacation compensation.

Voting Aye- Commissioners Nino, Alegria, Taylor, Withers and Boothe-Schmidt.

Voting No- None

Motion passed

- h. Executive Director Performance Evaluation- Commissioner Withers requested that the Board move to Executive Session for the Director's evaluation. Executive Director Hazen said that it is his choice if his evaluation is done in Executive Session or in an open meeting and he is choosing to have the evaluation during the regular Board meeting and asked all to be open with comments.

Commissioner Taylor moved to authorize the Board Chair and Vice Chair to meet with Executive Director Hazen to give him his evaluation and to offer him a cost of living increase effective July 1, 2020.

Commissioner Withers seconded the motion

Discussion- Chair Boothe-Schmidt said that she, Commissioner Taylor and Commissioner MacDonald were on the Evaluation Committee. The Committee also met with Sue Farmer who was a lot of help. The Evaluation Committee asked employees and departments heads to evaluate Executive Director Hazen so that they got a good picture of how Hazen was performing. Chair Boothe-Schmidt read the Committee's final evaluation. Chair Boothe-Schmidt proposed tabling the Executive Director Evaluation until the next Board Meeting since the Board had not received a copy of the final evaluation yet.

Commissioner MacDonald moved to table the Executive Director Evaluation until the May Board Meeting

Commissioner Alegria seconded the motion

Voting Aye- Commissioners MacDonald, Taylor, Alegria, Boothe-Schmidt, Nino and Withers

Voting No- None

Motion passed.

11. CORRESPONDENCE- None

12. EXECUTIVE DIRECTOR REPORT- Executive Director reviewed his report.

13. LEADERSHIP TEAM REPORTS- Paul Lewicki, Jason Jones, Kathy Kleczek, Mary Parker and Sue Farmer gave an update on what they are currently working on.

14. PUBLIC COMMENT (3 minutes)- None

15. OTHER ITEMS-

Meeting was adjourned 11:51 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

DRAFT

Sunset Empire Transportation District
APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the May 2020 Board of Commissioner's Meeting

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

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$3,212,352 (\$1,040,414 more than budget), 101% of annual budget and 147.9% of monthly budget. YTD Total Materials & Services was \$751,768 (\$159,478 less than budget), 69% of annual budget and 82.5% of monthly budget.

Revenue

- 4000 Fares: Revenues for the month were \$925; \$17,275 less than monthly budget and \$28,034 less than budget YTD. This is due to SETD running fare free and no cruise ship income.
- 4015 Paratransit Fares: Revenues for the month were \$1,556; \$2,944 less than monthly budget and \$8,783 still \$8,198 more YTD.
- 4090 Donations/Commissions: \$0 received for April. Under budget YTD by \$531.
- 4100 Contract Service-IGA: Under budget for the month \$1,212 and over budget YTD \$11,570.
- 4200 Taxes: \$4,224 property taxes received in April. Over budget YTD \$19,715.
- 4260 Mass Transit: \$29,762 was received. \$12,262 over budget for month and \$19,560 over budget YTD.
- 4272 Parking: All spaces are rented. No income received due to no invoices sent out.
- 4300 Interest: April interest received was \$1,011. Over budget YTD \$3,405.
- 5000 Grants: Q3 reimbursements sent out. STF and STIF funds were received in the amount of \$182,495.

Expense

- 6005 Salaries & Wages: Over budget for the month \$51,041. Under budget YTD by \$114,684.
- 7000 VET Provider Payments: No rides provide for the month of April.
- 8020 BLDG & Grounds Maint: \$3,700 due to COVID, \$5,074 for new TC lobby floor and \$1,560 for new gate keypad and gate transmitters at OPS. Over budget YTD \$10,880.
- 8024 Building Lease: The storage units are being billed to this account as well as the Seaside Transit Office.
- 8032 Comp-Info-Tech: Over budget for month due to Trillium Annual Contract in the amount of \$9,975. \$6,538 over budget for month.
- 8055 Durable Equip/Small Tools: \$4,000 for new laptops for staff working from home for COVID and \$5,621 for new equip for ZOOM meetings due to COVID. Over budget \$9,376 YTD.

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

Sunset Empire Transportation District

APRIL FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the May 2020 Board of Commissioner's Meeting

SETD Expense con't

- 8120 Office Expenses: Over budget YTD \$2,994.
- 8130 Payroll Processing Fees: Over budget by \$6,136 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 \$3,821 for the month and under budget YTD \$4,647. \$1,364 – new tires for two buses and \$1,861 for tow from Portland.

- END

** Fuel under budget YTD \$130,846. Materials & Services are over budget for the month by \$15,174 and under budget \$159,478 for the year.

Follow up items:

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

Sunset Empire Transportation District
Profit & Loss Budget Performance
April 2020

	Apr 20	Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Actual to Budget
Ordinary Income/Expense					Better		
Income					Worse		
					-		
4000 FARES	924.51	18,200.00	161,166.07	189,200.00	(28,033.93)	239,200.00	67%
4015 PARATRANSIT FARES	1,556.00	4,500.00	49,998.00	41,800.00	8,198.00	50,800.00	98%
4090 DONATIONS/COMMISSIONS	0.00	860.00	8,948.84	9,480.00	(531.16)	11,500.00	78%
4100 CONTRACTED SERVICES-IGA	3,788.00	5,000.00	53,569.80	42,000.00	11,569.80	52,000.00	103%
4200 TAXES							
4205 PROPERTY TAXES	3,514.33	3,400.00	963,160.77	944,500.00	18,660.77	970,000.00	99%
4207 PRIOR YR PROPERTY TAX	699.96	2,700.00	21,348.11	20,800.00	548.11	24,000.00	89%
4209 INTEREST/PENALTIES	9.99	0.00	506.39	0.00	506.39	0.00	
4210 LAND SALES	0.00		0.00	0.00	0.00	0.00	
4215 US FISH & WILDLIFE	0.00	0.00	0.00	0.00	-	0.00	
Total 4200 TAXES	4,224.28	6,100.00	985,015.27	965,300.00	19,715.27	994,000.00	99%
4250 TIMBER SALES	0.00	0.00	172,807.07	297,000.00	(124,192.93)	379,144.00	46%
4260 MASS TRANSIT ASSESSMENT	29,762.36	17,500.00	89,559.55	70,000.00	19,559.55	70,000.00	128%
4270 RENTAL INCOME	0.00	760.00	8,101.62	8,600.00	(498.38)	10,500.00	77%
4300 INTEREST	1,010.77	880.00	11,094.81	7,690.00	3,404.81	10,000.00	111%
4310 MISC INCOME	0.00	12.00	2,350.25	120.00	2,230.25	144.00	1632%
5000 GRANTS					0.00		
5001 ODOT GRANTS							
5002 5311 GRANT OPERATIONS	0.00	0.00	393,597.00	366,000.00	27,597.00	501,722.00	78%
5003 5310 MOBILITY MGT GRANT/PM	0.00	0.00	92,406.00	101,744.00	(9,338.00)	138,975.00	66%
5004 5310 PREV MAINT GRANT	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	
5006 TRANS OPTIONS DR LESS CON	0.00	0.00	37,845.00	64,004.00	(26,159.00)	86,577.00	44%
5007 5310 PM DISC	0.00	0.00	9,000.00	9,000.00	0.00	12,000.00	75%
5007 5305 PLANNING/FEASIBILITY	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	
5050 STP-CAPITAL	0.00	0.00	0.00	0.00	0.00	457,623.00	
5001 ODOT GRANTS - Other	0.00		19,938.00	0.00	19,938.00	0.00	
Total 5001 ODOT GRANTS	0.00	0.00	552,786.00	540,748.00	12,038.00	1,371,147.00	40%
Total 5000 GRANTS	0.00	0.00	552,786.00	540,748.00	12,038.00	1,371,147.00	40%
5080 OREGON STF FUNDS	23,466.00	0.00	93,864.00	0.00	93,864.00	0.00	
5090 OREGON STIF	159,029.00		1,023,091.00		1,023,091.00		
Other Types of Income							
Miscellaneous Revenue	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	223,760.92	53,812.00	3,212,352.28	2,171,938.00	1,040,414.28	3,188,435.00	101%
Gross Profit	223,760.92	53,812.00	3,212,352.28	2,171,938.00	1,040,414.28	3,188,435.00	101%
Expense							
1. PERSONNEL SERVICES							
6005 SALARIES & WAGES	188,173.68	136,970.00	1,518,501.75	1,506,674.00	(11,827.75)	1,780,614.00	85%

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

	Apr 20	Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Actual to Budget
6200 PAYROLL EXPENSES	17,194.03	16,172.00	169,244.71	177,899.00	8,654.29	210,243.00	80%
6300 EMPLOYEE BENEFITS	40,286.84	41,472.00	338,341.99	456,199.00	117,857.01	539,143.00	63%
Total 1. PERSONNEL SERVICES	245,654.55	194,614.00	2,026,088.45	2,140,772.00	114,683.55	2,530,000.00	80%
2. MATERIALS & SERVICES							
7000 VET PROVIDER SERVICE	0.00	834.00	5,660.16	8,334.00	2,673.84	10,000.00	57%
8005 AUDIT	0.00	0.00	5,000.00	17,000.00	12,000.00	17,000.00	29%
8010 BANK/MERCHANT FEES	2.19	160.00	1,412.87	1,680.00	267.13	2,000.00	71%
Total 8010 BANK/MERCHANT FEES							
8020 BLDING & GROUNDS MAINT	13,019.23	3,370.00	44,139.57	33,260.00	(10,879.57)	40,000.00	110%
8024 BUILDING LEASE	1,138.00	916.00	11,668.00	9,168.00	(2,500.00)	11,000.00	106%
8030 COMP-INFO-TECH SERVICES	15,012.51	8,475.00	113,387.82	92,050.00	(21,337.82)	109,000.00	104%
8035 CONF TRAINING & TRAVEL	1,772.79	2,500.00	21,962.45	25,000.00	3,037.55	30,000.00	73%
8045 HR EXPENSES	451.25	425.00	4,256.88	4,150.00	(106.88)	5,000.00	85%
8049 ADS (HR JOB POSTING)	0.00	202.00	1,115.32	1,594.00	478.68	2,000.00	56%
8050 DUES SUBSCRIPTIONS & FEES	610.00	1,250.00	10,649.94	12,500.00	1,850.06	15,000.00	71%
8053 IGA - DUES AND FEES	0.00	0.00	9,000.00	9,000.00	0.00	12,000.00	75%
8055 DURABLE EQUIP/SMALL TOOLS	13,633.73	4,835.00	47,705.65	38,330.00	(9,375.65)	44,000.00	108%
8061 EQUIPMENT LEASE/RENT	188.00	225.00	1,880.00	2,250.00	370.00	2,700.00	70%
8065 EDUCATION/OUTREACH	381.38	1,250.00	6,862.70	12,500.00	5,637.30	15,000.00	46%
8070 EMPLOYEE RECOGNITION	0.00	380.00	4,157.19	9,240.00	5,082.81	10,000.00	42%
8072 ELECTION FEES	0.00	0.00	0.00	0.00	0.00	0.00	0%
8075 FUEL	10,318.99	27,666.00	145,822.45	276,668.00	130,845.55	332,000.00	44%
8080 INSURANCE	15,502.00	0.00	43,460.21	48,871.00	5,410.79	65,000.00	67%
8090 LEGAL ADS	0.00	66.00	0.00	668.00	668.00	800.00	0%
8095 LEGAL COUNSEL	899.00	1,230.00	4,583.50	12,340.00	7,756.50	14,800.00	31%
8096 UNINSURED LOSS	0.00	3,750.00	5,000.00	11,250.00	6,250.00	15,000.00	33%
8100 MEETING EXPENSE	41.00	125.00	1,362.62	1,250.00	(112.62)	1,500.00	91%
8120 OFFICE EXPENSES	934.93	1,250.00	15,494.11	12,500.00	(2,994.11)	15,000.00	103%
8130 PAYROLL PROCESSING FEES	802.46	42.00	6,552.73	417.00	(6,135.73)	500.00	1311%
8135 PRINTING	0.00	1,250.00	8,575.42	12,500.00	3,924.58	15,000.00	57%
8139 PROFESSIONAL SERVICES	1,680.00	4,500.00	30,280.65	45,000.00	14,719.35	54,000.00	56%
8140 SUBGRANT PASS THROUGH	0.00	0.00	0.00	0.00	0.00	0.00	0%
8150 TAXES/LICENSES/BUS REG FEE	0.00	208.00	531.85	2,084.00	1,552.15	2,500.00	21%
8155 TELEPHONE/INTERNET SERVICE	4,983.80	4,333.00	43,907.80	43,334.00	(573.80)	52,000.00	84%
8160 UNIFORMS	0.00	666.00	7,220.20	6,668.00	(552.20)	8,000.00	90%
8165 UTILITIES	2,956.35	2,500.00	23,497.15	25,000.00	1,502.85	30,000.00	78%
8170 VEHICLE MAINT & REPAIRS	16,745.51	12,925.00	124,493.05	129,140.00	4,646.95	154,960.00	80%
8180 SHOP SUPPLIES	183.87	750.00	2,127.84	7,500.00	5,372.16	9,000.00	24%
Total 2. MATERIALS & SERVICES	101,256.99	86,083.00	751,768.13	911,246.00	159,477.87	1,094,760.00	69%
Reconciliation Discrepancies	0.10		0.10	0.00	-0.10	0.00	
Total Expense	346,911.64	280,697.00	2,777,856.68	3,052,018.00	274,161.32	3,624,760.00	77%
Net Ordinary Income	-123,150.72	-226,885.00	434,495.60	880,080.00	445,584.40	-436,325.00	-100%
Other Income/Expense					0.00		
Other Income					0.00		

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

	Apr 20	Budget	YTD Actual	YTD Budget	YTD Budget to YTD Actual	Annual Budget	YTD Actual to Budget
9150 TRANSFER IN	0.00	0.00	0.00	170,000.00	170,000.00	1,083,366.00	
Total Other Income	0.00	0.00	0.00	170,000.00	170,000.00	1,083,366.00	
Other Expense					0.00		
3. OTHER EXPENSES					0.00		
9610 CLATSOP BANK-PRINCIPAL	0.00	0.00	32,507.30	26,086.00	(6,421.30)	26,086.00	125%
9611 CLATSOP BANK-LOAN INT	0.00	0.00	495.19	347.13	(148.06)	347.13	143%
3. OTHER EXPENSES - Other	0.00		2,750.00		(2,750.00)		
Total 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	0%
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	
9850 TRANSFER OUT	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	
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%
	-123,150.72	-226,885.00	185,553.11	742,091.00	556,537.89	-795,965.00	-23%

Sunset Empire Transportation District
Balance Sheet
As of April 30, 2020

	<u>Apr 30, 20</u>		
ASSETS		LIABILITIES & EQUITY	
Current Assets		Liabilities	
Checking/Savings	688,171.18	Current Liabilities	<u>97,803.50</u>
Accounts Receivable	148,078.98	Total Liabilities	<u>97,803.50</u>
Other Current Assets	<u>47,973.88</u>	Equity	<u>786,420.54</u>
Total Current Assets	<u>884,224.04</u>	TOTAL LIABILITIES & EQUITY	<u><u>884,224.04</u></u>
TOTAL ASSETS	<u><u>884,224.04</u></u>		

Sunset Empire Transportation District
A/R Aging Summary
As of April 30, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
AMTRAK	0.00	805.92	0.00	244.56	0.00	1,050.48
CANNON BEACH, CITY OF	3,788.00	0.00	0.00	0.00	0.00	3,788.00
CLATSOP COUNTY SHERIFF'S OFFICE	0.00	0.00	180.00	0.00	0.00	180.00
CLATSOP COUNTY TREASURER	0.00	0.00	0.00	0.00	111,261.00	111,261.00
GRAFTON, JUSTIN	0.00	0.00	47.50	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	0.00	-95.00	0.00	0.00	-95.00
HOXIE, RONALD	0.00	0.00	0.00	0.00	-142.50	-142.50
NAKED LEMON	0.00	0.00	47.50	0.00	0.00	47.50
ODOT	0.00	19,938.00	0.00	0.00	3,342.00	23,280.00
OREGON, STATE OF	0.00	0.00	24.00	0.00	0.00	24.00
TILLAMOOK CO. TRANS. DIST.	321.00	5,339.00	1,358.00	1,043.00	0.00	8,061.00
TOTAL	<u>4,109.00</u>	<u>26,082.92</u>	<u>1,562.00</u>	<u>1,287.56</u>	<u>115,030.50</u>	<u>148,071.98</u>

Sunset Empire Transportation District A/P Aging Summary As of April 30, 2020

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
A COASTAL LOCK-N-KEY LLC	6.00	0.00	0.00	0.00	0.00	6.00
ALSCO INC	82.60	0.00	0.00	0.00	0.00	82.60
ASTORIA, CITY OF	584.43	0.00	0.00	0.00	0.00	584.43
CB LAWN CARE LLC	406.00	0.00	0.00	0.00	0.00	406.00
COMPUTER WORKS NFP SOLUTIONS	0.00	600.00	0.00	0.00	0.00	600.00
CORNERSTONE FENCING CO	2,040.00	0.00	0.00	0.00	0.00	2,040.00
DEL'S OK TIRE FACTORY INC	628.14	25.00	0.00	0.00	0.00	653.14
EARTH2O	0.00	7.00	0.00	0.00	0.00	7.00
HOME DEPOT CREDIT SERVICES	93.32	0.00	0.00	0.00	0.00	93.32
IFOCUS CONSULTING INC	5,621.00	0.00	0.00	0.00	0.00	5,621.00
INDUSTRIAL DIESEL POWER INC	2,764.82	0.00	0.00	0.00	0.00	2,764.82
IRON MOUNTAIN INC	94.42	0.00	0.00	0.00	0.00	94.42
JACKSON & SON DISTRIBUTORS INC	1,743.39	0.00	0.00	0.00	0.00	1,743.39
NW COMMUNITY ALLIANCE INC	962.00	0.00	0.00	0.00	0.00	962.00
NW NATURAL	62.65	0.00	0.00	0.00	0.00	62.65
O'REILLY AUTO PARTS LLC	141.45	0.00	0.00	0.00	0.00	141.45
OCEAN CREST	11.52	0.00	0.00	0.00	0.00	11.52
PACIFICSOURCE ADMINISTRATORS INC	1,566.34	0.00	0.00	0.00	0.00	1,566.34
PREVOST CAR	1,858.50	0.00	0.00	0.00	0.00	1,858.50
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	25.20	0.00	0.00	0.00	0.00	25.20
TRILLIUM SOLUTIONS INC	9,975.00	0.00	0.00	0.00	0.00	9,975.00
WARRENTON, CITY OF	528.26	0.00	0.00	0.00	0.00	528.26
WILCOX & FLEGEL OIL	8,575.60	0.00	0.00	0.00	0.00	8,575.60
TOTAL	<u>37,941.72</u>	<u>632.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,573.72</u>

Sunset Empire Transportation District
Check Detail
April 2020

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Paid Amount</u>
Online	04/24/2020	CARD SERVICE CENTER	7,752.54
19949	04/27/2020	Nu-Way Carpet	5,073.53
19942	04/15/2020	SDIS	15,502.00
19966	04/27/2020	SDIS	40,750.32
19947	04/15/2020	WILCOX & FLEGEL OIL	13,873.20
			<u>82,951.59</u>

Date: May 18, 2020

To: Board of Commissioners

From: Sue Farmer, HR Manager

Re: Executive Director Performance Evaluation

This is a carryover from the April Board meeting. As a reminder, the Executive Director Evaluation Committee collected evaluations from Board members and select employees of the District along with a self-evaluation from Jeff. They developed a summary evaluation that was read at the April meeting.

Included in this Board pack is the summary evaluation. The Committee is recommending that the Board move to approve the evaluation and authorize the Board Chair to sign it.

Executive Director Evaluation

Summary for Jeff Hazen 2019-2020

Synopsis

The Sunset Empire Transportation District Board of Commissioners is pleased to report on the performance of Executive Director Jeff Hazen. In accordance with Board guidelines a survey of the Board and Staff was taken and evaluated. Accordingly, this is the summary of said evaluation, supporting documents are attached.

The Board is pleased with Jeff Hazen's performance and would especially like to commend him on several items:

1. Jeff has established goals and has motivated employees to accomplish those goals. The four areas that impress me most are the new routes, new service to Portland, free service for grades K-12 and Jeff's response to the COVID-19 pandemic.
2. Jeff actively ensures that SETD is moving in the right direction and has kept the Board informed every step of the way.
3. Good relationships with ODOT and other transit districts. Jeff attends numerous local, regional and state meetings.
4. Jeff has shown leadership, good judgement, professionalism, responsiveness, decisiveness and initiative. All which I perceive as attributes of a good leader.
5. In this current climate of uncertainty involving COVID-19, Jeff has been exemplary in his planning and using all assets available to him to keep the buses running. Which to me it the prime directive. A director is judged by his actions in tough times. Which separates the great from the simply good leaders.

EXECUTIVE DIRECTOR'S GOALS FOR 2020-2021

1. Update budget software to track departmental budgets to better track performance.
Projected completion: March 19, 2021
2. Develop and implement updated District wide policies and procedures manuals.
Projected completion: March 19, 2021
3. Develop Process for Department Heads to set strategic plans department basis in-line with District Strategic Plan.
Projected completion: March 19, 2021
4. Improve time management to stay on task with goals and priorities.
Projected completion: August 31, 2020
5. Keep a focus on technology improvements to plan and implement.
Projected completion: March 1, 2021
6. Write a successful funding plan for the next biennium using data from results of the current plans and using guidance from the Transportation Advisory Committee.

The Board wishes to thank and congratulate Jeff Hazen for his continued successful efforts to improve himself and the District. He is a pleasure to work with and the Board hopes to have many more opportunities to applaud his accomplishments.

On behalf of the Board of Commissioners,

Debbie Boothe-Schmidt, Board Chair

Jeff Hazen, Executive Director

Sunset Empire Transportation

Jeff Hazen

Rating Period July 1,2019 - June 30,2020

Criteria 1 LEADERSHIP	3.5
Criteria 2 MANAGERIAL	3.67
Criteria 3 INTERPERSONAL SKILLS	3.17
Criteria 4 PEOPLE MANAGEMENT	3.00
Criteria 5 POLITICAL & BUREACRATIC SKILLS	3.33
Criteria 6 INDIVIDUAL CHARACTERISTICS	3.50
Criteria 7 ADMINISTRATION	3.50
Criteria 8 SELF AWARENESS	2.67
OVERALL RATING	3.29

Date: May 18, 2020

To: Board of Commissioners

From: Sue Farmer, HR Manager

Re: Executive Director Compensation for 2020-2021

The Executive Director Evaluation Committee conducted a thorough salary survey and evaluation regarding the compensation for the Executive Director. As a result of this study and the overall 2019-2020 performance of Executive Director Jeff Hazen the Committee recommends a 3.52% compensation increase (\$95,500) effective July 1, 2020.

The Committee recommends that the Board move to approve the 3.52% compensation increase (\$95,500) for Executive Director Jeff Hazen effective July 1, 2020.

Date: May 18, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.c Executive Director Vacation Carryover Request

At the April Board meeting, I presented a one-time request to carryover additional vacation time on July 1st.

With the budget committee meeting completed and the Governor's Transit Sector requirements in place, I now believe that I can use up the vacation time before the end of this fiscal year. I am taking May 19-22 off for vacation and then will be taking each Friday through the end of June. I will also be taking Monday, June 29th as a vacation day. This plan will add up to the 80 hours that I requested to carry over.

My vacation plan for next year will be to take a week of vacation in each quarter of FY 2021. I haven't determined the actual dates as of yet.

Date: May 18, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.d Fares

At the March 24th emergency Board meeting, the Board temporarily suspended fares through the end of May. Clatsop County has begun Phase 1 of the reopening process however, many restrictions are still in place including non-essential travel. New requirements from the Governor and the Oregon Health Authority for the transit sector include requiring riders to wear face coverings while on the bus. This has allowed transit to reduce the physical distancing from 6' down to 3'. This helps with capacity issues that we are still facing but won't eliminate the issue on some of the routes.

Normally, we start selling monthly passes the week prior to the first of each month and it would be difficult for riders for us to reopen the transit center and transit office on the first day of the month. When I was working on the fares for next year's budget, I factored in not collecting fares for the month of June due to not knowing where things would stand with the pandemic's effects on everything. We feel that this will allow a little more time for those regaining employment to get a few more dollars in their pocket to be able to purchase their monthly pass.

Staff is recommending that the suspension of fare collection be extended through June 30th.

Date: May 18, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a Transit Center/Office Operations

We are setting a date of June 29th to reopen the Transit Center in Astoria and the Transit Office in Seaside.

Prior to the shutdown of the Transit Center, it had been a seven day a week operation. Many years ago, the District used \$5310 Mobility Management funds to fund the weekend service. In recent years, we have used those funds for other mobility projects and have been paying for it out of local funds. A couple of years ago we added weekend security services because we only had one person working at the transit center on the weekends. We have very little traffic in the transit center on the weekends and field very few phone calls. This is due to the rollout of the Transit app where people could locate where the bus they are waiting for is at. As we've seen through this current closure, people needing to buy the NW Point tickets have switched to purchasing them online. It costs over \$55,000 a year to operate the both the transit center and transit office on the weekends. We are proposing to reopen the transit center and transit office and operate it during weekdays only. We would route what few phone calls we receive to the on-duty driver supervisor so they can answer questions.

Staff is recommending that the Board approve shifting the transit center and transit office to weekday service.

Date: May 18, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a ODOT Grant Agreement #34209 Approval

This agreement is for the CARES Act funding that Congress approved, and the President signed on March 27th. This grant is for \$501,222 and requires no match. Attached is the application that we submitted on 4/17/2020.

Staff is recommending the Board approve ODOT Grant Agreement #34209 and authorize the Board Chair to sign it.

CARES Immediate Formula Funds Request

Section 5311 Formula Grants for Rural Areas

Note: The CARES bill prohibits FTA from waiving the prevailing wage and transit labor standards (49 U.S.C. § 5333) for these formula grants.

A. Transit Agency

Legal Name of Agency

Sunset Empire Transportation District

B. Projects

Fund Allocation

Allocation Amount

\$501,222.00

Project Details

Project 1

Eligible project types include operations, lost revenue, capital purchases related to coronavirus prevention/protection, and administrative leave salaries. Other COVID-19-related expenses not specifically called out in the CARES Act may also be eligible.

Project Type

- Operations
- Lost Revenue
- Capital Purchases related to COVID-19
- Administrative Leave Salaries

The "Other" option may be used to give more details about a project which does not fit well into any other project type, especially, if due to changing circumstances, the exact need is not clear at this time.

Project Description

This project accounts for lost fare revenue from March 23-May 31 due to decline in ridership and temporarily suspending fare collection. This was calculated based on our increase in ridership because of expanded service beginning on February 3rd. Fare revenues for February through March 24th was showing an increase of 43%. The calculation for the lost fare revenue took last years fare collection and added 43%. We also added an additional \$24,485 due to the suspension of cruise ships visiting Astoria. There was going to be a 810% increase in passengers (39,030 compared to 4,820) on those ships compared to last year.

Limit 1000 characters

Total Project Cost

\$89,795.00

Project 2

Eligible project types include operations, lost revenue, capital purchases related to coronavirus prevention/protection, and administrative leave salaries. Other COVID-19-related expenses not specifically called out in the CARES Act may also be eligible.

Project Type

- Operations
- Lost Revenue
- Capital Purchases related to COVID-19
- Administrative Leave Salaries

The "Other" option may be used to give more details about a project which does not fit well into any other project type, especially, if due to changing circumstances, the exact need is not clear at this time.

Project Description

This project will fund the paid leave we have granted our customer service representatives through May 30th.

Limit 1000 characters

Total Project Cost

\$15,000.00

Project 3

Eligible project types include operations, lost revenue, capital purchases related to coronavirus prevention/protection, and administrative leave salaries. Other COVID-19-related expenses not specifically called out in the CARES Act may also be eligible.

Project Type

- Operations

- Lost Revenue
- Capital Purchases related to COVID-19
- Administrative Leave Salaries

The "Other" option may be used to give more details about a project which does not fit well into any other project type, especially, if due to changing circumstances, the exact need is not clear at this time.

Project Description

This project funds operations costs from March 23rd through approximately May 31st. It includes personnel costs along with materials and services including those related to the increased disinfecting protocols we put into place on March 19th.

Limit 1000 characters

Total Project Cost

\$382,277.00

Project 4

Eligible project types include operations, lost revenue, capital purchases related to coronavirus prevention/protection, and administrative leave salaries. Other COVID-19-related expenses not specifically called out in the CARES Act may also be eligible.

Project Type

- Operations
- Lost Revenue
- Capital Purchases related to COVID-19
- Administrative Leave Salaries

The "Other" option may be used to give more details about a project which does not fit well into any other project type, especially, if due to changing circumstances, the exact need is not clear at this time.

Project Description

This project is a result of Governor Browns Executive Order 20-16 which requires all public bodies to hold their meetings electronically. We will purchase a video conferencing system for the conference room at the Astoria Transit Center. This is also funding the five laptop computers that we had to purchase in order for staff members to work remotely.

Limit 1000 characters

Total Project Cost

\$14,150.00

Total Project Costs

\$501,222.00

Notes (Optional)

Prior to the pandemic, we were running 24-30% increases in ridership with our fixed route service. When the Governor put restrictions in place, we initially saw a decrease in ridership of 45%. Last week and this week seems to show that we have leveled off to a 35% decrease in ridership. We are limiting the amount of riders on each bus to maintain the 6' social distancing requirement. We have had a few instances of having to leave riders behind at bus stops due to limited capacity. We will continue to monitor this and may have to address it in a needs based grant request.

Provide information on affected routes or services or other information that may help ODOT better understand your local situation during this time. **Distribution of these initial CARES funds is NOT dependent on this information.**

Supporting Documents (Optional)

Due to the short timeframe for acceptance of this funding, the person signing here and submitting this form may not have final approval authority to accept the funds. However, it is understood that grant acceptance and execution is dependent upon obtaining that authority from the governing body of applicant agency.

The agency representative certifies that the information on the application is true and accurate to the best of their knowledge.

Name of Person Submitting Request

Jeff Hazen

Email of Person Submitting Request

jeff@ridethebus.org

Phone Number of Person Submitting Request

(503) 861-5399

Signature



Today's Date

4/17/2020

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **May 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

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

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$501,222.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$501,222.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

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

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

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

9. Recipient Subagreements and Procurements

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

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

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

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

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

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

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

liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

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

10. Termination

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

established by Recipient in such written notice, if:

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

11. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the

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

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

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

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

state civil rights and rehabilitation statutes, rules and regulations.

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 861-2798
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its Department of Transportation

By _____

Karyn Criswell
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 05/11/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/13/2017

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: CARES 5311 Formula Sunset Empire Transportation Dist. 34209				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$89,795.00	\$89,795.00	\$0.00	
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$15,000.00	\$15,000.00	\$0.00	
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$382,277.00	\$382,277.00	\$0.00	
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$14,150.00	\$14,150.00	\$0.00	
Sub Total	\$501,222.00	\$501,222.00	\$0.00	
Grand Total	\$501,222.00	\$501,222.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic.

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally-eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital purchases. There is no limit to the percentage of funds that may be used for any category of expense.

Specific eligible expenses under the CARES Act include operating costs to maintain service, lost revenue due to the COVID-19 public health emergency, purchase of personal protective equipment associated with response to the pandemic, administrative leave salaries for personnel, and cleaning and sanitizing equipment and supplies.

Ineligible expenses under the Section 5311 program may be reimbursed if an FTA waiver is obtained. Waiver requests are managed by State and results are posted on State's website. Waivers may be implemented during the Agreement period.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

Lost Revenue

Lost revenue is a reduction in contributions to the operational costs of a public transportation system and reductions in fees paid for use of a public transportation system due to service changes or fluctuations caused by response to the COVID 19 pandemic.

Personal Protective Equipment Expenses

Personal protective equipment includes equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers. Some items, such as respiratory devices, must meet industry requirements. Other items may be eligible with advance approval from State.

Administrative Leave Expenses

Administrative leave is an administratively-authorized absence from duty without loss of pay or reduction in an employee's available leave. In the context of the COVID-19 public health emergency, administrative leave could include, but is not limited to, leave for an employee who is not required to work due to a reduction in service or leave for a worker who is quarantined after potential exposure to an individual infected with COVID-19.

Preventive Maintenance Expenses

In general, preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of an asset in a cost effective manner such as oil changes, engine tune-ups, scheduled or routine maintenance; and associated parts, supplies, and labor. In the context of the COVID-19 public health emergency, preventive maintenance could include, but is not limited to, costs for protective measures to protect the health and safety of employees and passengers, such as cleaning of rolling stock. Personal protective equipment and other preventive measures are eligible as either a maintenance or operating expense, whichever is appropriate.

Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance or repairs on vehicles or components under warranty.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan. If local circumstances change, Recipient's maintenance plan must be updated to reflect that change and submitted to State within one year of the change.

Project Administration Expenses

Project administrative expenses include administrative staff salaries; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; telecommunications; and facilities and equipment rental. Administrative costs for coordination of transit services are eligible as project administration if the activity is part of a coordinated public transportation program.

Contracted Services Expenses

Expenses under third-party contracts for operations or maintenance services incurred on or after January 20, 2020, including third-party contract employees providing such service who are placed on administrative leave due to reduced service, are eligible for reimbursement. Whether an FTA recipient is responsible for such administrative leave will depend on the terms of its third-

party contract.

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient. Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

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

Capital Expenses

Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.

Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. PROJECT ACCOUNTING and MATCHING FUNDING

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

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service.

Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date. The Expiration Date may be extended if local circumstances change; however, there is no guarantee of an extension.

Recipient agrees to assess and report, as prescribed by State, the condition of all capital assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

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

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$501,222.00
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Administered By Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

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

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

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

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

EXHIBIT D

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

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

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

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

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

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

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Date: May 19, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.c Supplemental Budget

With the Board's approval of ODOT Agreement #34209, a supplemental budget is required to allow for appropriation authority for the use of the funds. Attached is a proposed supplemental budget with highlighted numbers that were changed. You will see that money was put toward the categories impacted by the COVID-19 outbreak. There is money that was added to the adopted ending fund balance as well because some of the funds will be carried into next year.

Staff is recommending adoption of Resolution 2020-01, adopting the supplemental budget for Fiscal year 2019-2020.

RESOURCES
GENERAL FUND
(Fund)

SUNSET EMPIRE TRANSPORTATION DISTRICT

(Name of Municipal Corporation)

	Historical Data				Year to Date Current Year 2018-2019	RESOURCE DESCRIPTION	Budget for Next Year 2019-2020			
	Actual		Adopted Budget This Year Year 2018-2019	Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body	Proposed Supplemental	
	Second Preceding Year 2016-2017	First Preceding Year 2017-2018								
1	\$1,138,432	\$1,180,008	\$1,296,502	\$1,267,931	1 Available cash on hand* (cash basis) or	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	1
2					2 Net working capital (accrual basis)					2
3	\$3,743	\$24,949	\$22,000	\$21,898	3 Previously levied taxes estimated to be received	\$24,000	\$24,000	\$24,000	\$24,000	3
4	\$5,869	\$12,448	\$8,000	\$10,117	4 Interest	\$10,000	\$10,000	\$10,000	\$10,000	4
5	\$0	\$58,500	\$122,455		5 Transferred IN, from other funds	\$1,177,430	\$1,083,366	\$1,083,366	\$1,083,366	5
6					6 OTHER RESOURCES					6
7	\$73,909	\$69,468	\$65,000	\$65,450	7 State Mass Transit Payroll Distribution	\$70,000	\$70,000	\$70,000	\$70,000	7
8	\$168,596	\$389,104	\$220,000	\$204,991	8 State Timber Revenue	\$346,600	\$379,144	\$379,144	\$379,144	8
9	\$10,109	\$9,856	\$10,500	\$8,800	9 Rentals	\$10,500	\$10,500	\$10,500	\$10,500	9
10	\$319,280	\$348,688	\$280,000	\$223,312	10 Fares	\$290,000	\$290,000	\$290,000	\$290,000	10
11	\$89,637	\$144,637	\$34,000	\$67,735	11 IGA Contracted Service	\$52,000	\$52,000	\$52,000	\$52,000	11
12	\$113,740	\$93,240	\$0	\$93,242	12 ODOT (STF) State Funds	\$0	\$0	\$0	\$0	12
13	\$110,928	\$48,600	\$160,606	\$44,565	13 ODOT - \$5310 Preventative Maintenance/MM	\$138,975	\$138,975	\$138,975	\$138,975	13
14	\$451,303	\$340,760	\$455,657	\$376,098	14 ODOT - \$5311 Operations	\$501,722	\$501,722	\$501,722	\$501,722	14
15	\$0	\$0	\$0	\$0	15 ODOT - \$5311 CARES Act	\$0	\$0	\$0	\$501,222	15
16	\$0	\$56,391	\$0	\$19,346	15 ODOT - \$5339 Bus & Bus Facilities	\$174,250	\$174,250	\$174,250	\$174,250	16
17	\$274,819	\$53,866	\$0	\$44,004	16 Mobility Management	\$0	\$0	\$0	\$0	17
18	\$63,224	\$65,776	\$86,577	\$52,544	17 ODOT - Transportation Options	\$86,577	\$86,577	\$86,577	\$86,577	18
19	\$3,000	\$21,000	\$0	\$0	18 ODOT - \$5305 Feasibility Study	\$0	\$0	\$0	\$0	19
20	\$0	\$0	\$0	\$0	19 ODOT - \$5311 Special Transportation Program	\$457,623	\$457,623	\$457,623	\$457,623	20
21	\$3,891	\$2,072	\$16,100	\$9,069	20 Commissions/Proceeds	\$11,500	\$11,500	\$11,500	\$11,500	21
22	\$0	\$0	\$24,000	\$6,000	21 ODOT - \$5310 Preventative Maintenance Disc.	\$12,000	\$12,000	\$12,000	\$12,000	22
23	\$0	\$0	\$0	\$2,750	22 GRANTS-SDAO SAFETY					23
24		\$6,733		\$3,075	23 Other (Laminating)	\$144	\$144	\$144	\$144	24
25					25					25
26					26					26
27					27					27
28					28					28
29					29					29
30	\$2,830,480	\$2,926,096	\$2,801,397	\$2,520,927	30 Total resources, except taxes to be levied	\$4,563,321	\$4,501,801	\$4,501,801	\$5,003,023	30
31			\$940,000	\$941,863	31 Taxes estimated to be received	\$970,000	\$970,000	\$970,000	\$970,000	31
32	\$932,677	\$962,110			32 Taxes collected in year levied					32
33	\$3,763,157	\$3,888,206	\$3,741,397	\$3,462,790	33 TOTAL RESOURCES	\$5,533,321	\$5,471,801	\$5,471,801	\$5,973,023	33

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

REQUIREMENTS SUMMARY

ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM & ACTIVITY

GENERAL FUND

SUNSET EMPIRE TRANSPORTATION DISTRICT

(name of fund)

(name of Municipal Corporation)

1	Historical Data				Year to Date Current year 2018-2019	REQUIREMENTS FOR: (Name of Org. Unit or Program & Activity)	Budget For Next Year 2019 -2020			Proposed Supplemental	1	
	Actual		Adopted Budget This Year 2018 - 2019	2			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body			3
	Second Preceding Year 2016 -2017	First Preceding Year 2017 - 2018										
						PERSONNEL SERVICES						
2	\$1,120,746	\$1,237,574	\$1,541,798	\$1,288,238	2	Wages	\$1,753,503	\$1,780,614	\$1,780,614	\$1,980,614	2	
3	\$146,057	\$124,403	\$141,500	\$143,657	3	Payroll Taxes/Worker's Comp	\$207,086	\$210,243	\$210,243	\$210,243	3	
4	\$259,858	\$316,687	\$301,100	\$281,131	4	Benefits	\$530,867	\$539,143	\$539,143	\$539,143	4	
5	\$1,526,661	\$1,678,664	\$1,984,398	\$1,713,026	5	TOTAL PERSONNEL SERVICES	\$2,491,456	\$2,530,000	\$2,530,000	\$2,730,000	5	
6	37.3	35.0	34.2		6	Total Full-Time Equivalent (FTE)	43.5	43.5	43.5		6	
						MATERIALS AND SERVICES						
8	\$5,747	\$9,404	\$0	\$5,637	8	Provider Services	\$10,000	\$10,000	\$10,000	\$10,000	8	
9	\$17,776	\$33,841	\$16,750	\$3,530	9	Audit	\$17,000	\$17,000	\$17,000	\$17,000	9	
10	\$3,787	\$3,025	\$1,000	\$757	10	Advertising	\$2,000	\$2,000	\$2,000	\$2,000	10	
11	\$3,221	\$1,711	\$2,000	\$1,369	11	Bank Fees	\$2,000	\$2,000	\$2,000	\$2,000	11	
12	\$33,304	\$52,876	\$39,500	\$34,902	12	Building Grounds and Maintenance	\$40,000	\$40,000	\$40,000	\$45,000	12	
13	\$0	\$0	\$5,700	\$4,700	13	Building Lease	\$11,000	\$11,000	\$11,000	\$11,000	13	
14	\$39,586	\$75,856	\$149,350	\$144,566	14	Computer Information Technology Services	\$109,000	\$109,000	\$109,000	\$117,000	14	
15	\$14,523	\$24,488	\$19,000	\$17,890	15	Conferences, Training, and Travel	\$25,000	\$30,000	\$30,000	\$30,000	15	
16	\$0	-\$225	\$0	\$0	16	DONATIONS/GIFTS/CONTRIB	\$0	\$0	\$0	\$0	16	
17	\$1,652	\$2,765	\$2,500	\$2,000	17	Drug and Alcohol Testing/Background Checks	\$5,000	\$5,000	\$5,000	\$5,000	17	
18	\$17,268	\$16,276	\$13,500	\$11,530	18	Dues/Subscriptions/Fees	\$15,000	\$15,000	\$15,000	\$15,000	18	
19	\$10,000	\$10,000	\$12,000	\$12,000	19	IGA Dues and Fees	\$12,000	\$12,000	\$12,000	\$12,000	19	
20	\$11,589	\$14,751	\$15,000	\$13,199	20	Small Equipment/Tools	\$60,000	\$44,000	\$44,000	\$55,000	20	
21	\$5,652	\$3,020	\$2,300	\$2,197	21	Equipment Lease	\$2,700	\$2,700	\$2,700	\$2,700	21	
22	\$8,499	\$18,741	\$12,500	\$3,636	22	Education Outreach	\$15,000	\$15,000	\$15,000	\$15,000	22	
23	\$6,964	\$7,792	\$5,000	\$3,995	23	Employee Recognition	\$15,000	\$10,000	\$10,000	\$10,000	23	
24	\$6,908	\$0	\$5,500	\$0	24	Election Fees	\$0	\$0	\$0	\$0	24	
25	\$120,594	\$175,616	\$212,675	\$147,100	25	Fuel	\$332,000	\$332,000	\$332,000	\$332,000	25	
26	\$70,851	\$79,169	\$85,000	\$45,219	26	Insurance (Property/Vehicle/Liability/Cyber)	\$65,000	\$65,000	\$65,000	\$65,000	26	
27	\$791	\$883	\$800	\$756	27	Legal Ads	\$800	\$800	\$800	\$800	27	
28	\$2,216	\$2,258	\$73,000	\$65,885	28	Legal Counsel	\$14,800	\$14,800	\$14,800	\$14,800	28	
29	\$0	\$0	\$0	\$11,964	29	Uninsured Loss	\$15,000	\$15,000	\$15,000	\$15,000	29	
30	\$2,063	\$1,120	\$1,000	\$2,484	30	Meeting Expense	\$1,500	\$1,500	\$1,500	\$1,500	30	
31	\$12,296	\$15,599	\$15,000	\$10,159	31	Office Supplies	\$15,000	\$15,000	\$15,000	\$15,000	31	
32	\$1,719	\$1,442	\$7,000	\$6,769	32	Payroll Processing Fee	\$500	\$500	\$500	\$500	32	
33	\$0	\$4,250	\$0	\$0	33	Pass Through STF	\$0	\$0	\$0	\$0	33	
34	\$10,345	\$10,589	\$10,000	\$6,723	34	Printing	\$15,000	\$15,000	\$15,000	\$15,000	34	
35	\$28,049	\$43,282	\$19,000	\$20,367	35	Professional Services	\$44,000	\$54,000	\$54,000	\$54,000	35	
36	\$283	\$123	\$500	\$1,977	36	Taxes/Licenses	\$2,500	\$2,500	\$2,500	\$2,500	36	
37	\$23,111	\$54,419	\$54,000	\$42,241	37	Telecommunications/Internet	\$52,000	\$52,000	\$52,000	\$52,000	37	
38	\$3,306	\$5,058	\$5,000	\$4,683	38	Uniforms	\$8,000	\$8,000	\$8,000	\$8,000	38	
39	\$19,518	\$19,196	\$20,000	\$21,237	39	Utilities	\$30,000	\$30,000	\$30,000	\$30,000	39	
40	\$103,225	\$128,046	\$137,675	\$120,813	40	Vehicle Maintenance and Repair	\$163,960	\$163,960	\$163,960	\$193,960	40	
41	\$584,843	\$815,371	\$942,250	\$770,285	41	Total Material and Services	\$1,100,760	\$1,094,760	\$1,094,760	\$1,148,760	41	

FORM
LB-30

REQUIREMENTS SUMMARY
NOT ALLOCATED TO AN ORGANIZATIONAL UNIT OR PROGRAM

GENERAL FUND

SUNSET EMPIRE TRANSPORTATION DISTRICT

(name of fund)

(name of Municipal Corporation)

Historical Data				Year to Date Current year 2018-2019	REQUIREMENTS DESCRIPTION	Budget For Next Year 2019 -2020			Proposed Supplemental	
Actual		Adopted Budget This Year 2018-2019	Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body			
Second Preceding Year 2016-2017	First Preceding Year 2017-2018									
1				1	CAPITAL OUTLAY NOT ALLOCATED				1	
2	\$346,650	\$0	\$122,455	\$0	2 Capital Outlay	\$1,115,017	\$1,115,017	\$1,115,017	\$1,115,017	2
3					3					3
4	\$346,650	\$0	\$122,455	\$0	4 TOTAL CAPITAL OUTLAY	\$1,115,017	\$1,115,017	\$1,115,017	\$1,115,017	4
5					5 DEBT SERVICE					5
6	\$104,421	\$112,317	\$120,158	\$103,885	6 Principal	\$85,968	\$85,968	\$85,968	\$85,968	6
7	\$20,574	\$14,051	\$7,506	\$5,993	7 Interest	\$1,901	\$1,901	\$1,901	\$1,901	7
8	\$0	\$441	\$175	\$258	8 Fees	\$120	\$120	\$120	\$120	8
9	\$124,995	\$126,809	\$127,839	\$110,136	9 TOTAL DEBT SERVICE	\$86,088	\$86,088	\$86,088	\$86,088	9
10					10 SPECIAL PAYMENTS					10
11		\$0	\$0	\$0	11					11
12					12					12
13	\$0	\$0	\$0	\$0	13 TOTAL SPECIAL PAYMENTS	\$0	\$0	\$0	\$0	13
14					14 INTERFUND TRANSFERS					14
15	\$50,000	\$0	\$40,455	\$40,455	15 To Capital Reserve Fund	\$50,000	\$50,000	\$50,000	\$50,000	15
16		-\$58,500			16 TRANSFER IN					16
17		\$88,500			17 TRANSFER OUT					17
18					18					18
19					19					19
20	\$50,000	\$30,000	\$40,455	\$40,455	20 TOTAL INTERFUND TRANSFERS	\$50,000	\$50,000	\$50,000	\$50,000	20
21			\$0	\$0	21 OPERATING CONTINGENCY	\$190,000	\$190,000	\$190,000	\$190,000	21
22			\$0	\$0	22 RESERVED FOR FUTURE EXPENDITURE	\$0				22
23			\$524,000	\$524,000	23 UNAPPROPRIATED ENDING BALANCE	\$500,000	\$405,936	\$405,936	\$653,158	23
24	\$521,645	\$156,809	\$290,749	\$150,591	24 Total Requirements NOT ALLOCATED	\$1,251,105	\$1,251,105	\$1,251,105	\$1,251,105	24
25	\$2,633,149	\$2,650,844			25 Total Requirements for ALL Org.Units/Programs within fund					25
26	\$1,180,008	\$1,267,931			26 Ending balance (prior years)					26
27	\$3,813,157	\$3,918,775	\$3,741,397	\$3,157,902	27 TOTAL REQUIREMENTS	\$5,533,321	\$5,471,801	\$5,471,801	\$5,973,023	27



Sunset Empire Transportation District

Board of Commissioners

RESOLUTION 2020-01

The Board of Commissioners of the Sunset Empire Transportation District, Astoria Oregon, resolves to authorize adjustments to the 2019-2020 annual budget. The required adjustments are due to higher than anticipated revenues and higher than anticipated personnel costs, materials and services.

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

MOTION OF ADOPTION

Name	Aye	No	Absent
Chair Boothe-Schmidt			
Commissioner Taylor			
Commissioner MacDonald			
Commissioner Widener			
Commissioner Withers			
Commissioner Nino			
Commissioner Alegria			

PASSED BY A MAJORITY OF THE BOARD OF COMMISSIONERS WITH A QUORUM IN ATTENDANCE THIS _____ DAY OF _____ 2020.

SUNSET EMPIRE TRANSPORTATION DISTRICT, CLATSOP COUNTY, OREGON

By _____

Title: Debbie Boothe Schmidt, Board Chair

ATTEST:

By: _____

Title: Tracy MacDonald, Secretary/Treasurer

-Ridership

For the month of April, we were down 47.5% in ridership. We had 10,577 rides this year compared to 20,164. There were two cruise ships last year and that exacerbated our decrease for this year. We are now down 8% YTD in ridership.

-Transit Sector Requirements

The Governor and the Oregon Health Authority released the requirements that we have to follow at this time. These are now in place. Here they are:

Transit agencies are required to:

- Require at least three (3) feet of physical distance between passengers.
- Require at least six (6) feet of physical distance between the driver and passengers (except during boarding and in assisting those with mobility devices); reinforce this requirement by cordoning off seats as appropriate.
- Use physical partitions or visual cues (e.g., floor decals, colored tape, or signs) to discourage passengers from standing and sitting within three (3) feet of other passengers, and within six (6) feet of drivers, and other transit employees on the bus/train.
- Determine and post maximum occupancy for each bus.
- For rail systems, post maximum occupancy for each train car using clear, prominently placed signs. Make verbal announcements about maximum occupancy before and after each stop.
- Post clear signs, in more than one language, (available at healthoregon.org/coronavirus) at transit stops/centers listing COVID-19 symptoms, asking riders with symptoms to stay home, and who to contact if they need assistance. If someone with symptoms must travel, please use alternate transit, if available.
- Review and implement Mask and Face Covering Guidance for Business, Transit and the Public.
- Provide transit employees access to soap, clean running water, and drying materials, or at least 60-95% alcohol-based hand sanitizer at their worksite.
- Clean buses/trains and transit stations frequently. Conduct targeted cleanings every four (4) hours, with a focus on disinfecting frequently touched surfaces of the bus/train and at transit stations.

To the extent possible, transit agencies should, but are not required to:

- Implement one-way flow of traffic with front door boarding and rear exiting.
- Use signs at high traffic stops to encourage physical distancing while waiting for bus/train.
- Install hand sanitizer stations with 60-95% alcohol-based hand sanitizer solution in each bus/train to the extent possible.

- Consider installing clear plastic barriers between driver and passengers when six (6) feet of physical distance cannot be maintained.
- Establish a policy and practice for providing alternate transportation for riders who are ill and need transportation to obtain medical care that limits possible exposure to transit employees and other members of the public.
- Review and implement General Guidance for Employers as applicable.

-Article

Check out the article that's on the Ecolane Blog. It is right after our priorities. We have great people!!!

2019-2021 SETD Priorities

Priority One

- Benchmark Services
 - o Ridership Increases & Decreases (3%)
 - o On-time Performance March was 61.6% on time. TCTD was 62.9% and Lincoln County was 63.6%.
 - 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. Veteran's grant has been submitted.](#)
 - o Rebuild Ride Pal Program and Volunteer Program



THOUGHTS ON TRANSIT



ORDINARY PEOPLE DOING EXTRAORDINARY THINGS

by [Ashlee Landes](#) / May 19, 2020

No one should have to worry where their next meal is coming from. It is an understatement to say COVID-19 changed the way the world functions, especially in creating uncertainty. Today more than 37 million people in the US- including 11 million children and 5.5 million seniors are facing food insecurity. (Feeding America, 2020)

The transportation industry was required to make profound changes in a very short period of time. As the COVID-19 crisis evolves, our transit partners in Oregon at Tillamook County Transportation District/NW Rides and Sunset Empire Transit are responding to the need to help seniors and disabled persons who are unable to receive food and essential items in their usual ways due to the barriers COVID-19 created. With food banks and the services they provided becoming non-essential, it's imperative that agencies continue to deliver meals to those in need.



“There was an elderly couple eating leaves off their garden plants for two days before their meal box delivery arrived,” said Jennifer Geisler, Paratransit Supervisor for Sunset Empire Transit in response to a story she was told about a couple who was unable to receive their usual meal delivery services. “It was devastating to hear,” continued Geisler.

Geisler wanted to be proactive but she was unsure of how to proceed. She saw an email from Ecolane on using existing customer resources and software to set-up food and essential item deliveries in her community. Upon viewing the webinar, she knew how she could make a difference in Clatsop County. After some training from Ecolane’s Technical Trainers, the agency was ready to have the meal delivery service set-up and running.

“I’m so grateful to Ecolane for coming up with this and it’s so easy to use, it just fell together,” commented Geisler.

After getting all the preliminary information and watching the webinar, the first piece was to set up all the routes so people could receive their meal boxes. Drivers would then go the food bank and have boxes loaded into the vehicles and head out to drop off for deliveries. Vehicles can be mirrored with existing ones to allow for greater capacity than that of normal vehicles, for example Bus 10A can take 12 People but Bus 10A-Meals can take 200 meals. Groups have shown helpful in adding stops for meal pickup and drop off at distribution centers as well as assisting scheduling in determining the best run for each meal.

Now in their third week of deliveries, SET/NW Rides were able to share the heartfelt stories of how 30 pound meal boxes are changing lives. One rider who was dropped off from her doctor’s appointment at the same times her meal box was delivered told Geisler she was so excited to eat good food again.

“To hear her say she was excited to eat, we know we are doing a good thing,” says Geisler.

With over 900 pounds of food delivered, transit workers have seen firsthand the happiness from their riders. While going along on rides, Geisler witnesses the trickledown effect of meal box recipients sharing the food with their neighbors. “It was smiles all around,” says Geisler.

Cathy Bond, Brokerage Manager at Tillamook County Transportation District/NW Rides knows how to get through a crisis with Tillamook county experiencing floods once a year. Bond spoke to some of the challenges with transit agencies suspending regular services due to the pandemic.

“Ridership is low, we are used to having 400 trips a day and are down to about 50 or 60 trips a day, however, there is excitement during board meetings that the transit software technology is in place to use during this time and when this is all over,” says Bond.

Ecolane can assist your agency and members of your community quickly and efficiently by tracking the delivery of meals much as we would track passengers riding a vehicle. If requested, an agency can create a new company on their site to separate statistics. Alternative funding sources and billing can be added as needed. In addition, new runs, vehicles, service areas and groups can be setup to ensure the success of these agencies.

“Transit is not just about ensuring people arrive from one place to another it is about a community of individuals who care and who do what they need to do to assist others. Ecolane’s resources are made to be flexible and dynamic so that in times of need our customers can adapt quickly to the changes in their environment, just like our software does,” said Ecolane CEO, Steve Ross.

Food banks across the country are seeing a 70% average increase in requests for emergency food assistance. The need is great and we are so thankful to people like Jennifer and Cathy, the network of food banks, countless volunteers, donors, drivers who deliver much needed food and supplies, and each everyday hero who has played a part in stepping up to face this challenge. (Feeding America , 2020)

Cathy Bond of Tillamook County/NW Rides sums it up best, “NW Rides has always been committed to giving the best we can to our members and the communities they live in. It’s an honor to help meet additional needs during this crisis. We are here to serve!”

For more information, or to enact one of these measures simply reach out by calling 844-ECO-LANE, emailing helpdesk@ecolane.com, or logging on and entering a ticket helpdesk.ecolane.com.

Operations
May 2020 Report
Paul Lewicki

Our drivers and other operations staff continue to demonstrate a high level of service and commitment during this time and as we move into phase one of reopening Oregon in Clatsop County. We have implemented the guidelines for face coverings and physical distancing as outlined in the OHA's guidance documents both on the buses and in our offices. I would like to recognize our front-line workers for their dedication and public service during the COVID-19 challenge.

Delivery of our three Arboc, low-floor buses is expected during the week of 5/18. Our larger bus, part of this procurement, is in route from the Midwest manufacturer to Creative Bus Sales in Canby, Oregon, and will undergo a pre acceptance inspection at that site to determine compliance with our specifications. We are glad to be receiving these vehicles at this time as physical distancing practices reduce the intended capacity of all of our buses. Additional vehicles give us the flexibility to better manage the modified rider capacity.

Current planning includes nine additional revenue vehicles over the next year-and-a-half. We are also looking into several software solutions to meet our fleet management goals. Recent reviews have revealed the need to develop better methods for gathering, analyzing and reporting our activities and costs related to our vehicle fleet. Typically, cloud-based, relatively inexpensive subscription software services provide ample utility for our needs.

As we plan for the new normal, ongoing disinfection of vehicles and facilities is imperative. To that end, we are leading a project to procure equipment that will provide a process for effective, timely and safe sanitization of our buses and our offices. Under this project, the five agencies which comprise the North West Oregon Transit Alliance (NWOTA) are developing a group procurement of the necessary disinfecting equipment in order to achieve a quantity price advantage. We are also looking at hand sanitizer stations for our buses under the same procurement strategy. These units are manufactured in Oregon. Together, this buying group has a fleet of about 120 vehicles.

We continue to work on future aspects of our STIF plan including the Seaside Circulator, which will become known as Route 22. Although this will not roll out until our operating environment returns to more stable state, planning has begun. We are also working on a better, more accurate and useful way to collect and report daily fixed route metrics as submitted via the drivers' daily log sheets. It is clear that having accurate, reliable, timely data provides District leadership with the tools necessary to better manage costs and improve service delivery.

Thank you to the Board for its strong support District staff during these unusual times.

RIDE ASSIST
 April 2020 Report
 Jennifer Geisler

- In April, Ride Assist provided a total of 365 rides. ADA Paratransit had 227 rides, we provided 87 Medicaid rides for NorthWest Rides, 0 VETP and had 56 escorts. We delivered 20 food bank boxes in April. That is an average of 14 rides per day. There were zero ride denials in April.
- Dial A Ride service has been postponed until further notice. We have not had any request for service at this point.
- 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.” This is still in effect at the time of this report and remains until the Governor lifts the order. We have continued the non-shared rides and fare free for Paratransit riders.
- With joint effort between Ecolane, the Regional Food Bank in Warrenton and SETD staff we have been able to deliver pre-packed produce boxes, frozen meat, dairy and boxes of non-perishable food to elderly and disabled. We mailed a letter offering the weekly service to current riders. In just a few short days we had a request for 10 produce boxes. The second week the food bank offered non-perishable food along with the produce to fulfill a request our riders had. We have had the pleasure of helping a family of four that’s out of work, an elderly woman who’s in self-quarantine and a heart touching story of helping a young disabled woman who was “excited to eat and eat good food.”
- ADA Paratransit Report for April
 - Number of completed applications received: 4
 - Number of incomplete applications received: 0
 - Number of interview/assessments scheduled: 4
 - Number of interview/assessments completed: 4
 - Number of determinations made: 4
 - Within 21 days: 4
 - More than 21 days: 0
 - Determination by type:
 - Unconditional: 3
 - Conditional: 1
 - Temporary:
 - Not eligible:
 - Number of appeals requested: 0
 - Number of appeals heard:

RideAssist Fares Collected/Billed for April 2020

• Para-transit Fares:	\$0	• Medicaid Billed:	\$1845
• Dial-A-Ride	\$0	• Ticket books sold:	\$0
• Tickets Collected:	\$0	• VETP Billed:	\$0

Mobility Management
April 2020 Board Report
Jason Jones

- There were no in-person travel trainings completed in April. I helped 4 individuals over the phone determine the best routes to take for new jobs or to go shopping for necessities, helped them understand how they could keep 6' of distance from others while on the bus and a variety of other subjects related to riding the bus during the COVID-19.
- Though most of my contact with partners has struggled in April I adopted a goal of contacting 10 of my past trainees over the week in order to offer advice and encouragement to them. I started doing this in mid-April and was able to communicate with a total of 15 people during this time. The conversations range from quick 5 minutes where the rider really doesn't want to talk all the way up to a 1 hour call where all they want to do is let me know how everything in their world is going including transportation concerns. Some of these conversations are emotional but mostly I try to keep it on track with being informational and encouraging in the fact that SETD is still available to them.
- The Veterans Enhanced Transportation Program (VETP) is still experiencing a virtual stand-down but does remain at the ready when and if we get the call to transport. I spend most of the end of April working on a new; albeit small, grant opportunity from ODOT that can help bring maybe 2 more projects to our program. I will be looking what we can do that will help our Veterans receive meaningful transportation that is also sustainable. I will speak more to this new opportunity in my next board report.
- I continue to work 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.

May has been another month of Transportation Options-REMIX. With movement limited I nonetheless continued to keep busy and work on projects. Safe Routes to School application period opened in April. I have been reaching out and contacting people in areas that may be thinking about or were unaware of what Safe Route to School projects could encompass. I want to make sure that if I can help with the process people are aware. With budget limitations everywhere bundling and planning can net good results for funding and success.

I had been scheduled to attend a conference in March which was rescheduled and revamped to an online conference. It was an excellent conference, maybe except for the getting up at 5:30 to do Yoga! The time schedule for all the sessions was on East Coast Time so everything was EARLY. The quality of the content made it worth it. I look forward to building on the contacts made and information learned.

I have been spending a great deal of time in webinars and meetings online keeping abreast of the conversations happening around the region. The meeting attendance is a great way to establish relationships with leaders as I continue to reach out to grow TO programs going forward. There is a great deal of talk in the world about transportation AFTER Covid-19. Rebuilding trust and education about the important role public transportation plays seems to be a cornerstone of a healthy society.

May is #BikeMonth. To highlight #stillBikeMonth on Fridays at 11AM Jason Jones and I have been holding live facebook talks called "Transportation in the time of Corona". We have been talking subjects from general transportation to Bike safety to general healthy movement during the pandemic. Tune-in and chime-in Fridays from 11AM for a half hour.

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. Now that things are opening again my messaging will switch to getting out in a safe way and according to guidelines being issued by the State. We want people to know that we are making transit as safe as possible. I also will be looking to message about how to carpool in a safe manner to help encourage people to keep single occupancy vehicle trips to a minimum. Walking and Biking safely is an important way to stay healthy for both adults and children. Many organizations are encouraging those that can, to still work or attend classes from home. Remember to log "trips" on www.GETTHEREOregon.org it 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!)
- Live Facebook talks with Jason to highlight safe transportation means

Conference/Education

- Attending sessions to grow my "toolbox" and build connections in the Region and industry
- Learning about navigating ZOOM and assisting smooth transition to remote meetings
- Webinars on how to help with long term positive travel behavior changes-transit-carpool-biking

Safe Routes To School

- Connect with potential applicants to learn their plans and inform them of assistance available
- Attend SRTS sponsored educational webinars and sessions
- Start conversation on application for SRTS Infrastructure or Planning Grant for August 2020



Outreach and Education
May 2020 Board Report
Mary Parker

I assisted with the preparation for the Budget Committee meeting. Making sure all legal notices were posted correctly and in the correct time and delivered printed copies of the Budget document to several committee members. It was a very quiet and smooth prep and process as did not have to plan for snacks and lunch which has been a fun part of the last 10 years budget meetings.

I attended a presentation for establishing quick and reliable text communication with riders and community.

Took an updated CPR class.

I am continuing to provide updated copies of current Coronavirus recommendations from the CDC and place them in a shared Employee file. The reports are in pdf form and print ready. We will begin posting the currently pertinent reports that coincide with ongoing training and providing accessible printed copies of them for employees to pick up.

I have just completed posting the current public transit announcements and recommendations released on May 15th by the Oregon Health Authority. I have posted the information below and two other posters concerning the updated distancing requirements and identifying Covid-19 symptoms and a number to call for more information in our shelters and on our facebook page and web page.

Sunset Empire Transportation District

TRANSIT UPDATE: OREGON HEALTH AUTHORITY

May 15, 2020

Covid 19 Reopening Guidance

- **Please only use transit if necessary**
- **Cloth or paper face coverings that cover nose and mouth are required**
- **Allow 3 feet spacing between Riders**
- **Allow 6 feet spacing from Driver**
- **Driver will not allow new boarding if bus has reached passenger limits**

For more information: Call 503-861-5399 ridethebus.org

Thank you for helping keep our community safe!

Human Resources
May 2020 Board Report
Sue Farmer, HR Manager

MEETINGS/TRAININGS ATTENDED:

- Attended several and various topics of webinars regarding COVID-19. Continue to attend various webinars on this issue as scheduled.
- Attend Team Meetings scheduled for every Friday at 1p.m.
- 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 additional Coronavirus trainings for all employees and Commissioners using the SAFEPERSONNEL training module. Commissioners are set-up to take the training, and website and log-in information has been sent them. The log-in to SafePersonnel at URL: <https://ridethebus-or.safepersonnel.com/>
- Provided a new evaluation template and process for managers and supervisors to be used for future evaluations.
- Provided evaluation templates to managers and supervisors for evaluations due through May 2020.
- Completed annual SDIS health insurance renewal.
- Worked on several unemployment claims due to COVID-19.
- Processed Worker's Compensations claims due to COVID-19.
- Set-up benefit with MASA for Emergency Transportation Protection Membership for employees who are interested in applying for this benefit.
- Developed Employee Screening process for temperature screening.
- Provided benefits information for 3 employees eligible for health benefits in June.
- Provided termination letters to Bus Sanitation Technicians effective Friday, May 29th.
- Cleared out room in supervisor's office to become new computer training room for employees.

NEW EMPLOYEES:

Provided New Employee Orientation for the following new employees:

- ❖ Ongoing interviews and hiring of Bus Sanitation Technicians due to terminations for performance issues.

HIGHLIGHTS:

- ✓ Bus Drivers and Sanitation Technicians have performed an exemplary job under current conditions. They have maintained a positive attitude and willingness to do whatever it takes to provide service to our riders.
- ✓ Operations staff Jennifer Geisler and Maryanne Champagne are to be commended for going the extra mile putting together packets of gloves, masks and cleaning supplies for the Sanitation Technicians and Bus Drivers.
- ✓ There have been no instances of severe illness such as we experienced in early March, and I attribute it to the immediate hire of the Sanitation Technicians and providing cleaning materials and disinfectants for all buses.
- ✓ I would like to give a shout-out to the Driver Supervisors and Maintenance crew for their onsite work keeping the buses running.
- ✓ I am very proud of the teamwork and great attitudes exhibited by SETD employees during this unprecedented time. I am fortunate to work with such a great group of people!