



Sunset Empire Transportation District
BOARD OF COMMISSIONERS
BOARD ZOOM MEETING AGENDA
THURSDAY AUGUST 27, 2020
9:00 AM

<https://us02web.zoom.us/j/83544514840>

1-877-853-5247

AGENDA:

1. CALL TO ORDER
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. OLD BUSINESS
 - a. Transportation Advisory Committee Vacancy
 - b. Statewide Transportation Improvement Fund Updated Forecast
 - c. CARES Act Needs Based Grant Update
8. NEW BUSINESS
 - a. ODOT Agreement No. 34377
 - b. Metro Bus (St. Cloud, MN) Mobility Training Center Virtual Tour
9. CORRESPONDENCE
10. EXECUTIVE DIRECTOR REPORT
11. LEADERSHIP TEAM REPORTS
12. ADJOURNMENT

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

LCC	LOWER COLUMBIA CONNECTOR
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
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)
TCTD	TILLAMOOK COUNTY TRANSPORTATION DISTRICT
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
July 23, 2020
Board Meeting Minutes
Electronic Meeting**

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

Staff: Executive Director Jeff Hazen, Chief Operating Officer Paul Lewicki, Executive Assistant Mary Parker, Transportation Options Specialist Kathy Kleczek and Human Resources Manager Sue Farmer
3. ELECTION OF OFFICERS:
 - a. Chairperson- Commissioner Alegria nominated Debbie Boothe-Schmidt as Board Chair. Debbie thanked Commissioner Alegria but declined due to her running for state office. Commissioner Withers nominated Commissioner Tamra Taylor as Board Chair. Commissioner Taylor accepted the nomination. Being no other nominations Commissioner Taylor became Board Chair. Executive Director Hazen announced that Chair Taylor would be taking over the Board Meeting.
 - b. Vice-Chairperson- Commissioner Debbie Boothe Schmidt nominated Commissioner Tracy MacDonald for Vice Chair. Commissioner Alegria seconded the motion. Commissioner MacDonald accepted the nomination.
 - c. Secretary/Treasurer- Commissioner Diana Nino nominated Commissioner Pamela Alegria as Secretary/Treasurer. Commissioner Boothe-Schmidt seconded the motion. Commissioner Alegria accepted the nomination.
4. CHANGES TO AGENDA- Executive Director Hazen requested that a Letter of Support for the Seaside Safe Routes to School project be added to the agenda. He also requested adding the Bank Authorization Cards for the new officers.

Commissioner Boothe-Schmidt moved to add the Letter of Support as B and Bankcard Updates as C under New Business.
Commissioner Nino seconded the motion
Discussion: None
Voting Aye- Commissioners Withers, Alegria, MacDonald, Taylor, Nino, and Boothe-Schmidt
Voting No- None
Motion passed unanimously
5. PUBLIC COMMENT (3 minutes)- None
6. APPROVAL OF THE June 25, 2020 BOARD MEETING MINUTES-

Commissioner Nino requested that the comments on page 9 made by Commissioner Withers be placed in quotation marks. Commissioner Nino also requested that the comments that both she and Commissioner Withers made about being available said to Human Resources to discuss improving diversity with staff be added to the minutes. Chair Taylor also added that her name was spelled wrong.

Commissioner Boothe-Schmidt moved to approve the June 2020 Board minutes as corrected
Commissioner Alegria seconded the motion

Voting Aye: Commissioner's Withers, Alegria, MacDonald, Taylor, Nino, and Boothe-Schmidt

Voting Nay: None

Motion passed unanimously

7. REPORTS FROM CHAIR AND COMMISSIONERS

- a. Commissioner Taylor- Nothing to report
- b. Commissioner MacDonald-Reported that we are a team and I appreciate each one of you. He also reported that he had attended the Seaside Transportation Committee Meeting.
- c. Commissioner Alegria- Commended Jason for being nominated Employee of the Year. He certainly deserves it.
- d. Commissioner Withers- Reported that Sue Farmer had reached out to him and they are planning to sit down and discuss diversity and hope we can move forward with a more diversified work force
- e. Commissioner Nino-Reported that Sue had also reached out to her and scheduled a phone meeting to discuss diversity in our work force. Commissioner Nino also congratulated Jason on being Employee of the Year
- f. Chair Boothe-Schmidt-Nothing to report

8. FINANCIAL REPORTS-

Financial Officer Tracy Lofstrom reviewed the June 2020 Financial and Exception Report and answered questions from Commissioners Alegria and Nino.

Commissioner Withers moved to accept the June 2020 Financial Reports

Commissioner MacDonald 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. ODOT Agreement #32841 Amendment- Executive Director Hazen reported that SETD received funding for a bus but due to COVID-19 production was delayed and the grant was going to expire. This amendment extends the grant.

Commissioner Nino moved to approve ODOT Agreement #32841 and authorize the Board Chair to sign it.

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. Northwest Oregon Transit Alliance Management Plan Approval-Executive Director Hazen reviewed the history of the formation of the original Connector Alliance formed in 2012 and the development of the management plan that was completed in 2016. Hazen presented a power point that explained the Connector plan and the benefits of the collaborative effort of the alliance that includes Columbia County Rider, Sunset Empire Transportation District, Tillamook County Transportation District, Lincoln County Transit and Benton County Transportation. Hazen said the management plan is the much-needed framework to guide the Connector over the next several years and achieve the plan Goals to improve access, promote awareness, improve service, increase stability and enhance livability in the communities served. Executive Director Hazen answered questions from the Board.

Commissioner Boothe-Schmidt moved to approve the NW Oregon Transit Alliance Management Plan

Commissioner MacDonald seconded the motion

Discussion- None

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

Voting No- None

Motion passed unanimously

10. NEW BUSINESS

- a. Committee Assignments- Chair Taylor made the following assignments for Fiscal Year 2021.
 - Transportation Advisory Committee- Diana Nino
 - Executive Director Evaluation and Compensation Committee- Tamra Taylor, Tracy MacDonald and Pamela Alegria
 - Northwest Oregon Area Commission on Transportation- Tracy MacDonald
- b. Letter of Support for Safe Routes to School- Kathy Kleczek, explained that the City of Seaside is applying for a Planning Grant for the Safe Routes to School program. Kathy answered questions from the Board.

Commissioner MacDonald moved to approve the letter of support for the City of Seaside Safe Routes to School Planning Grant and have the Board Chair sign

Commissioner Alegria seconded the motion

Discussion- None

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

Voting No- None

Motion passed unanimously

- c. Bank Signature Cards- Executive Director Hazen said that the bank requires the Board to approve the new Board officers as signers on the bank accounts.
 - Commissioner Withers moved to approve the officers as signers on the SETD bank accounts.
 - Commissioner Boothe-Schmidt seconded the motion
 - Discussion-None
 - Voting Aye- Commissioners Nino, Withers, MacDonald, Taylor, Boothe-Schmidt and Alegria
 - Voting No- None
 - Motion passed unanimously

CORRESPONDENCE- Mary read a comment that was submitted by Stanford Lynx about bike racks on buses needing to accommodate fat tire bikes. Executive Director Hazen said he would give this request to Paul and that we will report back at the August meeting.

11. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen clarified that Jason’s award was for the Executive Director Award, which he certainly deserved. Executive Director Hazen also clarified that he asked Sue to include demographics of all employees in the monthly HR reports and SETD will no longer take delivery of buses unless they are completely ready to go out on the road. No more time spent on prepping them at SETD.

12. LEADERSHIP TEAM REPORTS- Open discussion between Board and Team members.

13. OTHER ITEMS-

Meeting was adjourned 11:46 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

Date: August 20, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 7.a Transportation Advisory Committee (TAC) Vacancy

We have a vacancy on the TAC and have put out a call for applicants who are seniors or can represent seniors. Unfortunately, we did not receive any applications, so I have extended the deadline to September 14th. Staff would appreciate Board members assistance by reaching out to their network to let people know about this opportunity. People can go to our website and see the news article that has more details and a link to the application.

Date: August 20, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 7.b Statewide Transportation Improvement Fund (STIF) Updated Forecast

ODOT recently released the attached forecast for STIF revenues. For the current fiscal year, FY 2021, forecasted revenues for the formula program have been reduced from the December 2019 forecast by \$101,422. I was conservative in this year's budget and budgeted \$631,000 instead of using the December forecast knowing that the pandemic would have an impact on the revenue. The forecasted amount is \$575,578 so our impact from the budget is only \$55,422.

In March, we stopped the rollout of the remaining STIF projects out of concern that we would be seeing a reduction in revenue. We will not be implementing them during this fiscal year in order to not fall short of the necessary revenue to operate the projects. The remainder of the projects will likely roll over into the next biennium plan that the TAC will be working on in the fall.

No action is necessary by the Board.



Statewide Transportation Improvement Fund Allocation Estimate, July 2020 Update, CORRECTED

Introduction

ODOT has completed a new update to the Statewide Transportation Improvement Fund (STIF) allocation estimate. This update is outside of the normal annual revenue forecast schedule, and is shared in response to concerns about the impact of COVID-19 on the economy. We will continue to update forecasts as we receive revised economic data. At the time of this forecast, many different pandemic-related mitigation efforts have been made, such as Governor Brown’s Stay Home, Save Lives order which can be found at this link: [Stay Home, Save Lives](#), a mandate to wear face coverings which can be found at this link: [Statewide Mask, Face Shield, Face Covering Guidance](#), and delayed or phased timing for counties entering preliminary reopening phases. Additionally, a number of other factors contribute to tax collection impacts such as company policies on working from home and vacation time payouts versus layoffs. **July’s forecasted revenue is still 2.93 percent higher than the December 2018 revenue estimate used to build the 19-21 STIF Formula Plans.** As more economic data become available, this estimate is likely to be adjusted.

Estimate Assumptions

The majority of the FY 19-21 STIF Formula distributions have already been disbursed by ODOT. As a reminder, ODOT can distribute only the tax revenue it receives, which may be more or less than this estimate, up to each individual Qualified Entity’s (QE) approved STIF Plan funding limit for STIF Formula. Distributions typically represent tax collections from two quarters prior; for example, the July distribution (FY 21 Q1) is largely comprised of taxes collected from January through March (FY 20 Q3). Updated estimates for the Formula, Discretionary, and Intercommunity Discretionary funds for FY 19-21 and updated forecasts for FY 22-23 are summarized in the table below.

Fund	Dec. 2019 Forecast for FY 19-21*	Change	Jul. 2020 Forecast for FY 19-21	Dec. 2019 Forecast for FY 22-23	Change	Jul. 2020 Forecast for FY 22-23
Formula	\$219.9 M	(\$12.1 M)	\$207.8 M	\$207.7 M	(\$35.9 M)	\$171.8 M
Discretionary	\$12 M	(\$1.1 M)	\$10.9 M	\$11.5 M	(\$2 M)	\$9.5 M
Intercommunity Discretionary	\$8.5 M	(\$0.9 M)	\$7.6 M	\$9.2 M	(\$1.6 M)	\$7.6 M

*FY 19-21 includes 10 quarters of revenue (two quarters from FY 19 and eight quarters for FY 20-21) as well as the transfer to the STF program.

The table on page 2 summarizes the estimated Formula fund revenues available to each QE based on the date of distribution by fiscal year where the annual change in revenue can be seen.

Estimate Calculation Method

- Gross tax revenue is multiplied by projected tax payer compliance rate - between 91 and 95 percent, seasonally adjusted each quarter
- Department of Revenue collection and administration costs are deducted from the gross revenue
- The result is multiplied by 90 percent to determine the projected Formula Fund net total
- The projected net total is multiplied by the QE payroll shares resulting in QE revenue estimates
- QE payroll shares are calculated using the most current annual payroll data from the Oregon Employment Department, with adjustments made to ensure each QE receives the minimum annual allocation of \$100,000

NOTE: The remaining 10 percent of STIF funds collected is dedicated to the Discretionary Fund (5 percent), Intercommunity Discretionary Fund (4 percent), and the Technical Resource Center (1 percent). The 1 percent dedication also funds ODOT’s administration of the STIF Program.

See page 1 for calculation methods.

Qualified Entity (QE)	December 2019 Forecast			Change			July 2020 Forecast				
	FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
Baker County	\$ 84,000	\$ 162,000	\$ 192,000	\$ 4,257	\$ 3,860	\$ (28,732)	\$ 88,257	\$ 165,860	\$ 163,268	\$ 165,142	\$ 177,774
Basin Transit Service District Total	\$ 377,000	\$ 725,000	\$ 859,000	\$ 22,349	\$ 23,143	\$ (128,742)	\$ 399,349	\$ 748,143	\$ 730,258	\$ 738,643	\$ 795,143
In district	\$ 312,000	\$ 600,000	\$ 711,000	\$ 18,520	\$ 19,199	\$ (106,603)	\$ 330,520	\$ 619,199	\$ 604,397	\$ 611,337	\$ 658,099
Out of district	\$ 65,000	\$ 125,000	\$ 148,000	\$ 3,829	\$ 3,944	\$ (22,139)	\$ 68,829	\$ 128,944	\$ 125,861	\$ 127,307	\$ 137,044
Benton County	\$ 842,000	\$ 1,625,000	\$ 1,920,000	\$ 27,281	\$ 15,339	\$ (287,621)	\$ 869,281	\$ 1,640,339	\$ 1,632,379	\$ 1,651,122	\$ 1,777,419
Burns Paiute Tribe	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Columbia County	\$ 193,000	\$ 373,000	\$ 440,000	\$ 2,894	\$ (1,608)	\$ (65,852)	\$ 195,894	\$ 371,392	\$ 374,148	\$ 378,444	\$ 407,392
Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Confederated Tribes of Grand Ronde Community of Oregon	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Confederated Tribes of Siletz Indians	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Confederated Tribes of the Umatilla Indian Reservation	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Confederated Tribes of Warm Springs	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Coos County Area Transportation District	\$ 381,000	\$ 735,000	\$ 868,000	\$ 8,800	\$ 2,251	\$ (129,879)	\$ 389,800	\$ 737,251	\$ 738,121	\$ 746,597	\$ 803,705
Coquille Indian Tribe	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Cow Creek Band of Umpqua Tribe of Indians	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Crook County	\$ 114,000	\$ 223,000	\$ 261,000	\$ (6,311)	\$ (14,367)	\$ (39,144)	\$ 107,689	\$ 208,633	\$ 221,856	\$ 224,403	\$ 241,568
Curry County	\$ 99,000	\$ 190,000	\$ 225,000	\$ 1,266	\$ (62)	\$ (34,056)	\$ 100,266	\$ 189,938	\$ 190,944	\$ 193,137	\$ 207,910
Deschutes County	\$ 1,581,000	\$ 3,049,000	\$ 3,604,000	\$ 54,655	\$ 35,320	\$ (540,355)	\$ 1,635,655	\$ 3,084,320	\$ 3,063,645	\$ 3,098,822	\$ 3,335,855
Gilliam County	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Grant County Transportation District	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Harney County	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Hood River County Transportation District	\$ 238,000	\$ 461,000	\$ 544,000	\$ 1,175	\$ (6,108)	\$ (81,954)	\$ 239,175	\$ 454,892	\$ 462,046	\$ 467,351	\$ 503,099
Jefferson County	\$ 115,000	\$ 222,000	\$ 262,000	\$ 14	\$ (3,088)	\$ (39,215)	\$ 115,014	\$ 218,912	\$ 222,785	\$ 225,343	\$ 242,580
Josephine County	\$ 428,000	\$ 827,000	\$ 977,000	\$ 13,075	\$ 5,794	\$ (146,980)	\$ 441,075	\$ 832,794	\$ 830,020	\$ 839,550	\$ 903,769
Klamath Tribes	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Lake County	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Lane Transit District Total	\$ 2,862,000	\$ 5,517,000	\$ 6,527,000	\$ 128,113	\$ 106,906	\$ (978,839)	\$ 2,990,113	\$ 5,623,906	\$ 5,548,161	\$ 5,611,867	\$ 6,041,126
In district	\$ 2,712,000	\$ 5,228,000	\$ 6,186,000	\$ 121,536	\$ 101,410	\$ (928,368)	\$ 2,833,536	\$ 5,329,410	\$ 5,257,632	\$ 5,318,002	\$ 5,724,783
Out of district	\$ 150,000	\$ 289,000	\$ 342,000	\$ 6,577	\$ 5,496	\$ (51,471)	\$ 156,577	\$ 294,496	\$ 290,529	\$ 293,865	\$ 316,343
Lincoln County	\$ 297,000	\$ 574,000	\$ 677,000	\$ 6,487	\$ 277	\$ (101,326)	\$ 303,487	\$ 574,277	\$ 575,674	\$ 582,284	\$ 626,824
Linn County	\$ 860,000	\$ 1,664,000	\$ 1,960,000	\$ (2,756)	\$ (30,744)	\$ (293,657)	\$ 857,244	\$ 1,633,256	\$ 1,666,343	\$ 1,685,477	\$ 1,814,401
Malheur County	\$ 192,000	\$ 369,000	\$ 438,000	\$ 14,854	\$ 16,794	\$ (65,989)	\$ 206,854	\$ 385,794	\$ 372,011	\$ 376,283	\$ 405,065
Morrow County	\$ 131,000	\$ 253,000	\$ 298,000	\$ 2,158	\$ (824)	\$ (44,673)	\$ 133,158	\$ 252,176	\$ 253,327	\$ 256,236	\$ 275,835
Rogue Valley Transportation District Total	\$ 1,581,000	\$ 3,047,000	\$ 3,604,000	\$ 66,613	\$ 53,688	\$ (540,326)	\$ 1,647,613	\$ 3,100,688	\$ 3,063,674	\$ 3,098,852	\$ 3,335,887
In district	\$ 1,442,000	\$ 2,780,000	\$ 3,288,000	\$ 61,029	\$ 48,591	\$ (493,175)	\$ 1,503,029	\$ 2,828,591	\$ 2,794,825	\$ 2,826,916	\$ 3,043,150
Out of district	\$ 139,000	\$ 267,000	\$ 316,000	\$ 5,584	\$ 5,097	\$ (47,151)	\$ 144,584	\$ 272,097	\$ 268,849	\$ 271,936	\$ 292,736
Salem Area Mass Transit District Total	\$ 3,351,000	\$ 6,447,000	\$ 7,643,000	\$ 221,003	\$ 234,920	\$ (1,146,969)	\$ 3,572,003	\$ 6,681,920	\$ 6,496,031	\$ 6,570,620	\$ 7,073,215
In district	\$ 2,338,000	\$ 4,498,000	\$ 5,333,000	\$ 209,021	\$ 266,550	\$ (800,401)	\$ 2,547,021	\$ 4,764,550	\$ 4,532,599	\$ 4,584,643	\$ 4,935,329
Out of district Marion County	\$ 763,000	\$ 1,467,000	\$ 1,739,000	\$ 7,925	\$ (24,879)	\$ (260,856)	\$ 770,925	\$ 1,442,121	\$ 1,478,144	\$ 1,495,117	\$ 1,609,480
Out of district Polk County	\$ 250,000	\$ 482,000	\$ 571,000	\$ 4,057	\$ (6,751)	\$ (85,712)	\$ 254,057	\$ 475,249	\$ 485,288	\$ 490,860	\$ 528,407
Sherman County	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Sunset Empire Transportation District	\$ 297,000	\$ 573,000	\$ 677,000	\$ 10,272	\$ 6,429	\$ (101,422)	\$ 307,272	\$ 579,429	\$ 575,578	\$ 582,187	\$ 626,719
Tillamook County Transportation District	\$ 157,000	\$ 303,000	\$ 359,000	\$ 7,842	\$ 6,837	\$ (53,871)	\$ 164,842	\$ 309,837	\$ 305,129	\$ 308,633	\$ 332,240
Tri County Metropolitan Transportation District Total	\$ 25,067,000	\$ 48,392,000	\$ 57,164,000	\$ 701,419	\$ 288,148	\$ (8,576,008)	\$ 25,768,419	\$ 48,680,148	\$ 48,587,992	\$ 49,145,894	\$ 52,905,127
In district	\$ 23,969,000	\$ 46,272,000	\$ 54,660,000	\$ 665,492	\$ 266,002	\$ (8,199,975)	\$ 24,634,492	\$ 46,538,002	\$ 46,460,025	\$ 46,993,493	\$ 50,588,086
Out of district Clackamas County	\$ 842,000	\$ 1,625,000	\$ 1,919,000	\$ 33,980	\$ 29,849	\$ (287,647)	\$ 875,980	\$ 1,654,849	\$ 1,631,353	\$ 1,650,085	\$ 1,776,302
Out of district Multnomah County	\$ 25,000	\$ 48,000	\$ 57,000	\$ (1,018)	\$ (2,695)	\$ (8,669)	\$ 23,982	\$ 45,305	\$ 48,331	\$ 48,886	\$ 52,626
Out of district Washington County	\$ 231,000	\$ 446,000	\$ 527,000	\$ 2,965	\$ (4,008)	\$ (78,717)	\$ 233,965	\$ 441,992	\$ 448,283	\$ 453,430	\$ 488,114
Umatilla County	\$ 515,000	\$ 993,000	\$ 1,174,000	\$ 20,094	\$ 14,761	\$ (176,287)	\$ 535,094	\$ 1,007,761	\$ 997,713	\$ 1,009,169	\$ 1,086,361
Umpqua Public Transportation District	\$ 670,000	\$ 1,295,000	\$ 1,529,000	\$ 17,837	\$ 5,156	\$ (229,374)	\$ 687,837	\$ 1,300,156	\$ 1,299,626	\$ 1,314,549	\$ 1,415,101
Union County	\$ 168,000	\$ 325,000	\$ 383,000	\$ 4,131	\$ 542	\$ (57,124)	\$ 172,131	\$ 325,542	\$ 325,876	\$ 329,618	\$ 354,831
Wallowa County	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Wasco County	\$ 192,000	\$ 369,000	\$ 439,000	\$ 17,267	\$ 20,301	\$ (66,253)	\$ 209,267	\$ 389,301	\$ 372,747	\$ 377,027	\$ 405,867
Wheeler County	\$ 50,000	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Yamhill County	\$ 642,000	\$ 1,240,000	\$ 1,463,000	\$ 10,535	\$ (3,570)	\$ (219,208)	\$ 652,535	\$ 1,236,430	\$ 1,243,792	\$ 1,258,074	\$ 1,354,306
Totals Statewide	\$ 42,234,000	\$ 81,553,000	\$ 96,087,000	\$ 1,355,324	\$ 780,095	\$ (14,173,856)	\$ 43,589,324	\$ 82,333,095	\$ 81,913,144	\$ 82,835,323	\$ 89,049,118

Assumptions: FY 2019 (July 1, 2018 – June 30, 2019) includes two quarters of revenue. All other fiscal years are four quarters of revenue. December 2019 forecast for FY 2020 is reduced by \$7.1 million due to transfer to STF. District totals may not add up due to rounding.

Date: August 20, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 7.c CARES Act Needs Based Grant Update

In June, we submitted a needs-based grant in the amount of \$1,191,108. There were two projects in this grant. The first was for the purchase of two remanufactured buses (\$660,000) and operational costs for them for a year (\$520,000) to be back to back buses. These buses can be used to follow the regular bus in order to pick up riders who may not be able to get on the regularly scheduled bus due to capacity constraints due to COVID-19. If a bus is at capacity, they would have to wait 45 minutes to an hour for the next scheduled bus. We may run them directly behind the scheduled bus or have them follow in 15-20 minutes. The other project is for the restrooms in the District. The fixtures will be touchless, including toilets, faucets, soap dispensers and paper towel dispensers.

Our grant was reviewed in July and the committee awarded us \$861,100, only one bus was awarded. We are going to begin the procurement on the bus that we were awarded so we can take delivery of it as soon as possible. Current estimated delivery timeline is approximately 6-7 months after the order is placed. We will be sole sourcing this from Complete Coach Works, a vendor that is now on the State of Oregon's price list.

We have the opportunity to submit two more applications for this program by December 31st. We are evaluating what other projects could be funded with this program.

You will also see that Tillamook was awarded \$187,800. This is a NWOTA project to purchase disinfecting equipment that all five partners will be utilizing. This is a project that Paul put together and championed. It is the first major collaborative procurement that the partners have embarked on.

No Board action is required at this time.

ODOT Needs-Based CARES Grant Awards

Legal Name of Agency	Total Grant Amount Requested	Recommended Award	Posted
Greyhound Lines, Inc.	\$4,552,766	\$4,552,766	6/19/2020
CAC	\$2,269,250	\$900,000	6/19/2020
TAC Transportation, Inc	\$903,197	\$622,440	6/19/2020
Harney County	\$232,029	\$232,029	8/5/2020
Grant County Transportation District	\$208,068	\$208,068	8/5/2020
Sunset Empire Transportation District	\$1,191,108	\$861,000	8/5/2020
City of Sweet Home	\$160,000	\$80,000	8/5/2020
Linn County	\$690,000	\$250,000	8/5/2020
Tillamook County TD	\$187,800	\$187,800	8/5/2020
Yida Wang	\$270,167	\$0	8/5/2020

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 **July 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 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$20,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$20,000.00** in Grant Funds for eligible costs described in Section 6 hereof.
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 delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a

result of financial review or audit.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.
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 any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant

indictments or convictions of crimes.

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

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) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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. **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.

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. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or

any other party, organization or individual.

- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms

are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

SIGNATURE PAGE TO FOLLOW

Sunset Empire Transportation District, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 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 _____ 08/04/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: RVHT Sunset Empire Transportation District 34377				
<i>Purchased Service</i>				
Item #1: Operating				
	Total	Grant Amount	Local Match	Match Type(s)
	\$20,000.00	\$20,000.00	\$0.00	
Sub Total	\$20,000.00	\$20,000.00	\$0.00	
Grand Total	\$20,000.00	\$20,000.00	\$0.00	

1. BACKGROUND

The Rural Veterans Healthcare Transportation (RVHT) Grant Program was created through a partnership between State and the Oregon Department of Veterans' Affairs (ODVA) and provides free rides to veterans residing in rural areas who are seeking access to the healthcare benefits they've earned. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of RVHT and its associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement provides funding for Recipient to provide health care access services to veterans in and around, Clatsop County, Oregon with limited trips to Portland, Oregon to the Veterans Administration Hospital. The service shall be open to all veterans.

Outreach shall be performed through veteran's services, such as Clatsop County Veteran's Services, Oregon Department of Veterans Affairs, Veterans Housing Assistance - Clatsop Community Action, and any applicable veterans groups.

Recipient shall make up flyers to be distributed to the veteran's services departments listed above, as well as having them available at transit centers, bus shelters, homeless shelters, grocery stores, laundry mats, and anywhere Veterans tend to congregate. Outreach such as town hall style meetings may not be feasible due to physical distancing requirements.

Recipient shall build a database of veterans that need the service they are offering. This shall be done by working with veteran's services departments. The database should contain as much contact information as applicable to reach the veteran in need of services.

If practicable, Recipient shall work with local veterans outreach, or veteran volunteers; to transport a veteran's liaison to veterans with meals or groceries, or to transport veterans to a local meal site to be with other veterans, if available.

3. PROJECT DELIVERABLES and TASKS

The service, schedule, days, hours and service type will be designed to meet the needs of veterans as determined by Recipient in consultation with the operator of service, the affected community members and stakeholders identified by Recipient.

To the extent possible, Recipient (and contractors, as applicable), 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 will serve veterans in a coordinated, shared ride mode where and when practicable, and a dedicated ride mode where and when it is not.

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

Recipient will market the services to veterans, provide veteran-centered outreach, and offer training to assist veterans in learning to use public transit.

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.

This award does not require local match. The RVHT Grant Program reimburses the fully-allocated cost of services under this Agreement. Recipient may not charge a fare, co-pay, or other form of fee-for-service.

5. REPORTING and INVOICING REQUIREMENTS

Recipient shall complete a report provided by State that includes rides, miles, and hours; outreach events, contacts, trainings, and publications; and a brief narrative describing veteran-centered outcomes. This report shall be attached to reimbursement requests filed quarterly in State's grant management system, OPTIS.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$20,000.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

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

Date: August 20, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.a ODOT Agreement No. 34377

This grant, a collaborative effort with ODOT and the Oregon Department of Veteran Affairs', is to provide additional transportation to veterans. We will use it to provide additional transportation for veterans to access health care services in and around Clatsop County with limited trips to the VA hospital in Portland. Page 10 of the Agreement has a project description which will give you a better idea how the program will look.

Staff is recommending that the Board approve Agreement No. 34377 and authorize the Board Chair to sign it.

Date: August 20, 2020

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 8.b Metro Bus Mobility Training Center Virtual Tour

This will be a brief presentation on the facility in St. Cloud, MN that I mentioned in an update email.

Executive Director Report
August 2020 Board Meeting
Jeff Hazen

-Ridership

We were down 35% in ridership for July. There were a couple of bright spots. The Lower Columbia Connector was up 92% over last year and Route 15/16 was up 143%.

-Website trip planner

The trip planner has gone live and is working well.

-Board meeting streaming

Last month's Board meeting streamed well, and we will be continuing to stream all of our public meetings.

-Coordinated Human Service Plan

We had a meeting this week with stakeholders. Attendance wasn't as high as I would've liked to see but we had a good discussion and had good suggestions as well.

-Webinars and more webinars

The past few weeks I've attended multiple webinars covering a variety of topics and they've all been very informative.

2019-2021 SETD Priorities

Priority One

- Benchmark Services
 - o Ridership Increases & Decreases (35%)
 - o On-time Performance July was 44% on time. TCTD was 60.8% and Lincoln County was 56.2%.
 - 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. Further improvements on hold.](#)
- 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 [Buses are now wiped down every four hours.](#)
 - 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 approved us for \$861,000. Veteran's grant has been approved at a higher amount than requested.
 - o Rebuild Ride Pal Program and Volunteer Program

August Operations

Paul Lewicki

We continue to follow state and county guidelines regarding distancing on our buses and in offices, wearing face coverings on buses and in offices where distancing is not possible, and disinfecting our buses every four hours on route, and more thoroughly each day at the end of the day.

The grant application that we helped prepare for the NWOTA group which will provide disinfectant equipment for the five agencies has been approved by ODOT. This equipment can disinfect up to three buses simultaneously via external attachment using an effective disinfectant that requires no PPE. While we wait for the equipment procurement and delivery, we have purchased a small, portable disinfecting fogger for use on our buses and facilities. This machine will provide a stop gap until the larger equipment arrives and replaces the chlorine and pump sprayer process we have been using up to this point.

The project to install touchless fixtures in all the District's restroom facilities continues to move forward. The plumbing contractor who is handling the replacement of the toilets and faucets has ordered all necessary equipment and is awaiting receipt of that equipment before beginning work. Completion is expected before the end of September.

Video and GPS equipment has been installed on our four new buses as well as our two motor coaches. The equipment provides clear video and improved audio. This video is used to protect our drivers, riders and District equipment.

The delivery of our final bus from Creative is still being delayed. Items holding up delivery have been corrected and delivery is expected during the week of August 14th.

Last month, I reported that we have been awarded a grant for 5 new buses. In fact, the grant was for 7 new buses. We are generating the RFQ's for 6 of those buses this month. The 7th will have to wait for next year due to its higher cost.

Despite encouragement for people to minimize travel, we have experience higher than normal levels of traffic in the county, especially on weekends. We have regularly had to forego a loop or two in south county on Saturdays and Sundays in order to avoid becoming unacceptably late. In response, we are using this opportunity to adjust Route 21 and the Pacific Connector schedules during those times for the remainder of the summer (through September). This will be our first attempt to develop seasonal route schedules in order to move toward more acceptable on time performance – reliability.

We have had one rider inquire regarding bus bike racks that accommodate the newer fat tire bikes. Checking with suppliers, we have learned that the cost of bike racks that will handle the wider tires can be up to 20% more expensive than the racks we currently use. The cost is based upon how many of the positions on the rack are fat tire positions. The number is customizable. Fat tire slots can accommodate most regular width tires as well.

RIDE ASSIST
August 2020 Report
Jennifer Geisler

- In July, Ride Assist provided a total of 821 rides. ADA Paratransit had 479 rides, we provided 200 Medicaid rides for NorthWest Rides, 0 VETP and had 90 escorts. That is an average of 28 rides per day. There were zero ride denials in July.
- We delivered 52 food bank boxes in July. We have an average of 10 people we deliver to on a regular basis. They receive a produce box that has a combination of potatoes, onions, squash, cabbage, celery, and apples. Some weeks the food bank may have additional donations of milk, cheese, butter, frozen pork loin, frozen fish, or cubed chicken.
- Dial A Ride service has been postponed until further notice.
- For the Easter Seals CAPM Certification Program, I have completed the ADA Paratransit Appeals Process course and have started the Best Practices in ADA Paratransit Appeals webinar and quiz. I have registered for the NADTC Course: Fundamentals of Human Services Transportation and hope to complete by the end of September.
- ADA Paratransit Report for July
 - Number of completed applications received: 6
 - Number of incomplete applications received: 1
 - Number of interview/assessments scheduled: 7
 - Number of interview/assessments completed: 7
 - Number of determinations made: 7
 - Within 21 days: 6
 - More than 21 days: 1
 - Determination by type:
 - Unconditional: 4
 - Conditional: 1
 - Temporary: 2
 - Not eligible:
 - Number of appeals requested: 0
 - Number of appeals heard: 0

RideAssist Fares Collected/Billed for July 2020

• Para-transit Fares:	\$538	• Medicaid Billed:	\$3786
• Dial-A-Ride	\$0	• Ticket books sold:	\$264
• Tickets Collected:	\$370	• VETP Billed:	\$0

Mobility Management
July, 2020 Board Report
Jason Jones

- I have continued with my limited outreach opportunities in order to bring Transit Engagement and 1 on 1 travel training opportunities to our community via virtual meetings. In most cases I am simply trying to set the foundation for when people are ready to meet face to face again or in group settings. July did not register an in-person travel training but I was able to work with 5 individuals in a virtual setting. The training that I did put forth consisted mainly of basic schedule understanding and trip plans – mostly for people getting to work.
- The Veterans Enhanced Transportation Program (VETP) was busier in the month of July providing 14 trips to our local Veterans to local facilities. There are services that are allowing more elective procedures thus accounting for the rise in transportation needs. These 14 constituted 5 unique users of the service.
- I continue to research and assist RLS in developing our new Coordinated Human Service Plan. We look forward to a Stakeholder/Community presentation sometime in August while hoping for some strong input from the community on how we can make our service better.
- I was able to re-engage with Astoria High School special education department and have identified areas where I may be able to help a couple of students resume in-person schooling as soon as the School District allows. It is looking like Schools will not start in-person education in September but rather later in the Fall or even into the Winter.
- Kathy and I continued our weekly Facebook Live chats on Transportation in the Time of Corona. This weekly show has proven to be a great tool to get current and accurate information out to our community.
- I'm pleased to say that we have applied for and won grant funding to help our Rural Veterans with their healthcare transportation needs. The agreement should be before the board for approval in August's meeting.

August Transportation Options activities have been thinking about what else can we do. How can the changes be used to our advantage? I continue to stress the value of collaboration and use of current and emerging technology. Attending virtual conferences and learning about what others are doing has my brain chewing on what new, not yet imagined projects could be of use to those living or visiting the region. Who can we collaborate with and how can we collaborate to make positive changes that stick with us over the long haul? Making meetings available and easily accessible has long been a goal of special districts. It is my hope that we are able to facilitate the public being able to attend our meetings, whether by phone, computer or in-person, we all benefit from an engaged ridership and community. Finding and implementing programs and technologies that lead to greater success for our region in moving more people out of Single Occupancy Vehicles even during the pandemic is a lofty goal. But lofty goals do not deter me. I have worked with Executive Director Hazen to make the SETD Board meetings available to be streamed Live on Facebook. Following working with the consultants hired by the City of Warrenton they have submitted their Safe Routes to School Construction Grant Application. Now we cross our fingers that the SRTS committee and OTC rank the project as a priority project.

The Friday Live Facebook chats with Jason Jones of the Mobility Dept have been getting better and better. The forum allows us to discuss a variety of subjects that are relevant and important to our communities. We have had some great guest appearances and continue to reach out to find more subjects and guests to engage. If you have a topic you would like to suggest we discuss, please reach out to one of us. Have you gotten an invite to be our guest for our "Transportation talks"? We hope to provide an approachable easily understood video library of subjects that are relevant to our rider and larger community. At this point the plan is to continue to expand our reach and subject matter. Join us LIVE on Facebook on Fridays at 11AM

Walking and Biking safely is an important way to stay healthy for both adults and children. Sign up and find resources for working from home and log "trips" on www.GETTHEREOregon.org. When you do you can see your savings by working from home or biking instead of driving. The savings are both in dollars and carbon footprint and add up fast. The GET THERE CHALLENGE is coming, get signed up and ready so you can have a chance to win prizes! Don't think this is for you? Pass the word and tell your friends or family about all the good information and potential prizes...Sign up!

Social Media-Get There Oregon

- Outreach to grow NW TO users on GetThereOregon.org-LOG YOUR TELECOMMUTE!!
- Post Work-from-Home information on Facebook (like us at @NWTransportationOptions and Share!)
- Live Facebook talks with Jason to highlight safe transportation means @NW_T_Options

Conference/Education

- Attended Association for Commuter Transportation Conference
- Participated in meetings to stay involved in planning discussions keeping TO at the table
- Webinars on how to help with long term positive travel behavior changes-transit-carpool-biking
- Learned about great new emerging technology to help incentivize smart commuting and engage employers

Safe Routes To School

- Work with applicants to optimize their plans and grant application-SUBMITTED
- Attend SRTS sponsored educational webinars and sessions
- Joined Oregon SRTS network and mailing list for more information
- TRAFFIC GARDENS!



Outreach and Education
August 2020 Board Report
Mary Parker

OUTREACH- I have continued to remove outdated postings from all of our shelters and refresh our Route schedules as needed. I have been removing in new information that the CDC and Oregon Health Authority have designed and released about social gatherings, going to the beach and what distancing at bus stops should look like. It is great to see so many people riding the bus and wearing masks and abiding by the distancing requirements in the shelters.

SEASIDE STREETCAR 2020-I have continued to distribute schedules and posted more flyers in Seaside businesses and in shelters.

SDAO BOARD TRAINING-Attended the BOARD OF DIRECTORS AND MANAGEMENT STAFF TRAINING WEBINAR presented by George Dunkel. It never seems like you can learn enough about laws, rules, expectations and responsibilities of the Board and staff of a Special District in Oregon. We are so fortunate to have a service like Special Districts Association. Attended the PUBLIC MEETINGS webinar by Eileen Elkins which was very informative. She spent a good deal of time going over public notice requirements which is so important.

BOARD MEETING- Completed the July 2020 Board Meeting Minutes and assisted with Board Pack and public notification and distribution.



Human Resources
August 2020 Board Report
Sue Farmer, HR Manager

MEETINGS/TRAININGS ATTENDED:

- Attended a StreamLine webinar on Disaster Planning and Risk Assessment.
- Attended a SUN conference presented by Community Transportation Association of America (CTAA). An HR Session was held that reinforced previous training on Recruiting, Building and Retaining a Sustainable Driver Workforce.
- Diana Nino and I discussed various ways to promote our job openings to attract a more diversified workforce. Diana had many good suggestions that I implemented with the current Customer Service Representative job opening.
- Attended an HR Answers webinar regarding Managing Generational Differences. Jeff has asked that I present this training to Team members at a future meeting.
- Attended several SDAO Risk Management webinars.
- Attended Brown & Brown COVID-19 Update Series. This series is one of the most informative about the current pandemic. This webinar discussed reopening schools which was very enlightening.
- Continue to remain up to date on the local, state, and national COVID-19 information and how it is impacting the workplace.

ACTIONS:

- Provided Monthly Evaluation Forms to supervisors to complete evaluations that are coming due.
- Attended AccuFund Trainings for payroll and verified salaries.
- Prepared for and participated in an Unemployment Hearing.
- Worked on an employee issue with the Chief Operating Officer.
- Updated the Customer Service Representative – Part-time job description and prepared a job posting. Posted the position at various locations and received approximately 30 applications. Interviews will be held on August 19th and 20th.
- Prepared Safety Committee manuals for committee members. Prepared agenda packet for August Safety Meeting.
- Prepared and Provided EEO-1 Forms to employees to track demographics.
- Set-up employees and Board of Commissioners for August 2020 SafePersonnel trainings. August will focus on back injuries and lifting, ergonomics, workplace violence, sexual harassment and workplace bullying. Staff and Board Commissioners will receive monthly training modules that correspond with the Ready. GOV 2020 Safety Preparedness Calendar.

NEW EMPLOYEES:

Provided New Employee Orientation for the following new employees:

- ✓ None hired for August

WORKPLACE DEMOGRAPHICS:

Male	31
Female	15
Hispanic/Latino	1
White	33
Two or More Races	2

HIGHLIGHTS:

- ✓ Domino's presented 10 large pizzas to employees as a "Thank You" for our essential workers. Many thanks Domino's for the well-deserved recognition of our fine, hard-working and dedicated employees!