



**Sunset Empire Transportation District
BOARD OF COMMISSIONERS
BOARD ZOOM MEETING AGENDA
THURSDAY JULY 22, 2021
9:00 AM**

<https://us02web.zoom.us/j/84203959772>

1-877-853-5247

AGENDA:

1. CALL TO ORDER
2. ROLL CALL
3. ELECTION OF OFFICERS (Chairperson, Vice-Chairperson, Secretary/Treasurer)
4. CHANGES TO AGENDA
5. PUBLIC COMMENT (3-minute limit)
6. APPROVAL OF BOARD MEETING MINUTES
7. REPORTS FROM CHAIR AND COMMISSIONERS
8. FINANCIAL REPORTS
9. CONTINUED BUSINESS
 - a. TOKEN TRANSIT RIDER OUTREACH
10. NEW BUSINESS
 - a. SELECTION OF NEW COMMISSIONER FOR POSITION #6
 - b. COMMITTEE ASSIGNMENTS (TRANSPORTATION ADVISORY COMMITTEE, EXECUTIVE DIRECTOR EVALUATION & COMPENSATION COMMITTEE, NORTHWEST OREGON AREA COMMISSION ON TRANSPORTATION)
 - c. ODOT AGREEMENT 35108 STIF DISCRETIONARY GRANT
 - d. DISTRICT CREDIT CARD ADDITION
 - e. IN-PERSON BOARD MEETINGS RESUMPTION
 - f. NOVEMBER/DECEMBER BOARD MEETING DATES
11. CORRESPONDENCE
12. EXECUTIVE DIRECTOR REPORT
13. LEADERSHIP TEAM REPORTS
14. ADJOURNMENT

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST
JULY
2021

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
CARES ACT	CORONAVIRUS, AID, RELIEF, AND ECONOMIC SECURITY ACT
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
CRRSAA	CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT
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

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

JULY
2021

INS	INTEGRATED NETWORK SYSTEM
IT	INFORMATION TECHNOLOGY
KTH	KEY TRANSIT HUBS
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-EMERGENCY 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
OAR	OREGON ADMINISTRATIVE RULES
ODOT	OREGON DEPARTMENT OF TRANSPORTATION
OHA	OREGON HEALTH AUTHORITY
OHP	OREGON HEALTH PLAN
OrCPP	OREGON COOPERATIVE PROCUREMENT PROGRAM
ORS	OREGON REVISED STATUTES
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
PM	PREVENTATIVE MAINTENANCE
PTAC	PUBLIC TRANSPORTATION ADVISORY COMMITTEE
PTD	PUBLIC TRANSIT DIVISION
PTSP	PUBLIC TRANSPORTATION SERVICE PROVIDER
QE	QUALIFIED ENTITY
QTR	QUARTER
RAC	RULES ADVISORY COMMITTEE
RC	RIDECARE

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST
JULY
2021

REHAB	REHABILITATION
RFP	REQUEST FOR PROPOSALS
RFQ	REQUEST FOR QUOTES
RIBTC	RURAL AND INTERCITY BUS TRANSPORTATION CONFERENCE
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	STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM
STN	STATEWIDE TRANSPORTATION NETWORK
STP	SURFACE TRANSPORTATION PROGRAM
SWIP	SIDEWALK IMPROVEMENT PROGRAM
TAC	TECHNICAL ADVISORY COMMITTEE
TAC	TRANSPORTATION ADVISORY COMMITTEE (STF/5310/STIF)
TCTD	TILLAMOOK COUNTY TRANSPORTATION DISTRICT
TECH	TECHNOLOGY
TGM	TRANSPORTATION AND GROWTH MANAGEMENT
TO	TRANSPORTATION OPTIONS
TPJCC	TONGUE POINT JOB CORPS CENTER
TRB	TRANSPORTATION RESEARCH BOARD
TSP	TRANSPORTATION SYSTEMS PLAN
VETP	VETERANS ENHANCED TRANSPORTATION PROGRAM
YTD	YEAR TO DATE
ZEB	ZERO EMISSION BUS
ZEP	ZERO EMISSION PROPULSION
ZEBRA	ZERO EMISSION BUS RESOURCE ALLIANCE

Date: July 15, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 3. Election of Officers (Chairperson, Vice-Chair, Secretary/Treasurer)

The Board needs to determine who will serve in the three officer positions for Fiscal Year 2021-2022. Current Officers are:

Chairperson – Tamra Taylor (resigning from the Board)

Vice-Chairperson – Tracy MacDonald

Secretary Treasurer – Pamela Alegria

Staff is recommending that a Chairperson be selected first.

Staff is recommending that a Vice-Chair be selected next.

Staff is recommending that a Secretary/Treasurer be selected next.

Sunset Empire Transportation District
MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the July 2021 Board of Commissioner's Meeting

NOTE on Reviewing Financials: Month 12 = 100% of Fiscal Year Budget*

Preliminary General Fund Profit and Loss

The District's General Fund Total Year to Date (YTD) Income was \$3,657,928 (\$1,470,589 less than budget), YTD Total Materials & Services was \$361,501 (\$68,499 under budget).

Revenue

- 4010 Fares: Revenues for the month were \$11,647; \$2,106 over monthly budget and \$4,257 over YTD budget.
- Lower Columbia Connector: Revenues for the month were \$5,724; \$526 less than monthly budget and \$22,865 less than YTD budget.
- 4021 Medicaid Fares: Revenues for the month were \$5,467; \$2,092 over monthly budget and \$30,203 over YTD budget.
- 4022 Paratransit Fares: Revenues for the month were \$1,808; \$142 less than monthly budget and \$8,174 less than YTD budget.
- 4030 Contracted Services-IGA: Revenues for the month were \$4,416; \$584 under monthly budget and \$17,433 less than YTD budget.
- 4110 NW Navigator: Under budget YTD by \$6,669.
- 4205 Property Taxes: No property taxes received. Over budget YTD \$39,649.
- 4250 Timber Sales: No timber sales received. Over budget YTD \$89,058.
- 4420 Parking: All Spaces Rented.
- 4505 Interest: Jun interest received was \$271. Under budget YTD \$1,064.
- 5000 Grants: Received No reimbursement for 4th Q FY21.

Expense

- 6010 Wages/Taxes/Retirement: Over monthly budget \$16,174-extra vacation & sick time taken.
- 7000 VET Provider Payments: Rides for the month of April totaled \$192.
- 8015 Comp/Furniture/Durable Goods: Over monthly budget \$645-New PC for Mackenzie
- 8020 B&M: Over monthly budget \$673-Lights for bus barn.
- 8170 Fuel: Over monthly budget \$4,670, under YTD budget \$36,722-new routes in place.
- END

** Fuel under budget YTD \$36,722. Materials & Services (without capital expense) is under budget for MTD by \$9,713 and under budget YTD \$31,777.

***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.

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Sunset Empire Transportation District

MAY FINANCIAL EXCEPTIONS & INFORMATION REPORT

For the July 2021 Board of Commissioner's Meeting

Follow up items:

I have been working with the auditor about the credit for AR & he has not given me a complete answer yet. KS

The balance sheet is still out of balance as well, but Accufund is working to get it resolved. KS

***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.

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Consolidated Statement of Activity - MTD and YTD
June 30, 2021

	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
Revenues						
4010 FIXED ROUTE FARES	11,647.46	9,541.00	2,106.46	118,757.47	114,500.00	4,257.47
4015 LOWER COLUMBIA CONNECTOR	5,723.78	6,250.00	(526.22)	52,134.56	75,000.00	(22,865.44)
4020 PARATRANSIT FARES	0.00	0.00	0.00	480.05	0.00	480.05
4021 MEDICAID FARES - IGA	5,467.00	3,375.00	2,092.00	70,702.64	40,500.00	30,202.64
4022 PARATRANSIT FARES	1,807.95	1,666.00	141.95	11,825.95	20,000.00	(8,174.05)
4030 CONTRACTED SERVICES-IGA	4,416.00	5,000.00	(584.00)	42,567.00	60,000.00	(17,433.00)
4040 OTHER FARES	0.00	0.00	0.00	24.00	0.00	24.00
4110 NW NAVIGATOR	176.04	766.00	(589.96)	2,530.67	9,200.00	(6,669.33)
4120 GREYHOUND	0.65	66.00	(65.35)	15.40	800.00	(784.60)
4130 OTHER-VENDING	0.00	166.00	(166.00)	27.38	2,000.00	(1,972.62)
4205 PROPERTY TAXES	0.00	18,000.00	(18,000.00)	1,040,024.51	1,000,000.00	40,024.51
4206 PRIOR YEAR TAXES	0.00	1,600.00	(1,600.00)	26,266.11	27,000.00	(733.89)
4207 PROPERTY TAX INTEREST	0.00	0.00	0.00	358.77	0.00	358.77
4210 LAND SALES/US FISH & WILDLIFE	0.00	0.00	0.00	150.84	0.00	150.84
4310 TIMBER SALES	0.00	0.00	0.00	249,057.82	160,000.00	89,057.82
4315 MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	101,110.31	75,000.00	26,110.31
4410 BILLBOARD LEASE	0.00	0.00	0.00	1,200.00	1,200.00	0.00
4420 PARKING SPACE LEASE	760.00	745.00	15.00	8,945.80	8,950.00	(4.20)
4425 CHARGING STATION	262.75	350.00	(87.25)	262.75	350.00	(87.25)
4505 INTEREST EARNED ON BANK ACCT	270.85	582.00	(581.49)	4,831.25	6,166.00	(1,334.75)
4605 OTHER INCOME	32.00	12.50	19.50	19,772.71	150.00	19,622.71
5201 OREGON STF FUNDS	0.00	0.00	0.00	93,863.00	93,863.00	0.00
5202 OREGON STIF FUNDS-DISCRETIONARY	0.00	0.00	0.00	217,766.00	0.00	217,766.00
5203 OREGON STIF FUNDS-FORMULA	0.00	0.00	0.00	701,917.00	631,000.00	70,917.00
5204 OREGON STIF FUNDS-STN	0.00	0.00	0.00	0.00	436,764.00	(436,764.00)
5301 5311 ADMIN/OPERATIONS	0.00	125,305.25	(125,305.25)	516,608.00	501,221.00	15,387.00
5302 5310 MOBILITY MGT/PM	0.00	0.00	0.00	121,442.00	138,976.00	(17,534.00)
5303 PM	0.00	0.00	0.00	3,000.00	0.00	3,000.00
5304 TRANSPORTATION OPTIONS	0.00	0.00	0.00	67,161.05	86,577.00	(19,415.95)
5306 CARES ACT	0.00	100,000.00	(100,000.00)	13,312.00	400,000.00	(386,688.00)
5401 5339 CAPITAL PURCHASE	0.00	619,650.00	(619,650.00)	171,813.00	1,239,300.00	(1,067,487.00)
Total Revenues	30,294.14	893,074.75	(862,780.61)	3,657,928.04	5,128,517.00	(1,470,588.96)

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	<u>M-T-D</u> <u>Actual</u>	<u>M-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>
<u>Expenses</u>						
6010 WAGES	177,799.02	162,418.00	(15,381.02)	2,076,665.54	1,949,061.00	(127,604.54)
6110 TAXES	30,345.39	17,140.00	(13,205.39)	291,037.99	255,999.00	(35,038.99)
6210 BENEFITS	44,992.16	57,404.75	12,412.59	618,158.54	688,871.00	70,712.46
SUB TOTAL WAGES/TAXES/BENEFITS	253,136.57	236,962.75	(16,173.82)	2,985,862.07	2,893,931.00	(91,931.07)
7010 VET PROVIDER RIDES	192.05	833.00	640.95	4,199.86	10,000.00	5,800.14
8000 AUDIT	0.00	1,416.00	1,416.00	17,570.00	17,000.00	(570.00)
8001 PROFESSIONAL SERVICES	0.00	4,500.00	4,500.00	18,361.84	54,000.00	35,638.16
8002 LEGAL COUNSEL	200.00	666.00	466.00	4,013.98	8,000.00	3,986.02
8003 BANK & MERCHANT FEES	114.68	167.00	52.32	1,043.49	2,000.00	956.51
8005 PAYROLL PROCESSING FEES	0.00	0.00	0.00	1,228.38	500.00	(728.38)
8010 EQUIP LEASE/RENT	410.50	225.00	(185.50)	2,847.20	2,700.00	(147.20)
8015 COMP/FURNITURE/DURABLE GOODS	3,145.58	2,500.00	(645.58)	28,078.42	30,000.00	1,921.58
8020 B&M	3,838.61	3,166.00	(672.61)	51,374.45	38,000.00	(13,374.45)
8023 BUILDING LEASE	1,138.00	1,250.00	112.00	13,944.00	15,000.00	1,056.00
8024 SANITATION	128.76	166.00	37.24	23,087.82	2,000.00	(21,087.82)
8031 ONLINE SUB & IT SERVICES	4,975.97	11,250.00	6,274.03	163,526.85	135,000.00	(28,526.85)
8040 TELEPHONE/INTERNET	2,876.79	5,000.00	2,123.21	46,182.31	60,000.00	13,817.69
8041 UTILITIES	2,649.42	2,916.00	266.58	28,508.23	35,000.00	6,491.77
8050 HR/EMPLOYEE RECOGNITION	2,359.42	2,373.00	13.58	21,386.62	28,500.00	7,113.38
8060 TRAVEL & TRAINING	120.55	2,579.00	2,458.45	9,525.72	31,000.00	21,474.28
8076 ELECTION FEES	7,842.46	8,000.00	157.54	7,842.46	8,000.00	157.54
8080 OUTREACH/PRINTING	39.00	3,333.00	3,294.00	7,015.20	40,000.00	32,984.80
8090 DUES, SUBSCRIPTIONS	135.00	1,241.00	1,106.00	15,611.32	14,900.00	(711.32)
8091 IGA-DUES	0.00	1,000.00	1,000.00	12,000.00	12,000.00	0.00
8092 FEES/TAXES/LICENSES	220.76	216.00	(4.76)	3,804.90	2,600.00	(1,204.90)
8100 INSURANCE	0.00	0.00	0.00	70,953.96	70,000.00	(953.96)
8105 UNINSURED LOSS	0.00	1,250.00	1,250.00	4,146.17	15,000.00	10,853.83
8110 LEGAL ADS	302.40	83.00	(219.40)	701.40	1,000.00	298.60
8112 MEETING EXPENSE	123.91	166.00	42.09	1,098.29	2,000.00	901.71
8116 OFFICE SUPPLIES	1,143.27	1,499.00	355.73	13,419.48	18,000.00	4,580.52
8170 FUEL	25,502.67	20,833.00	(4,669.67)	213,277.88	250,000.00	36,722.12
8171 VEHICLE REPAIR/OUTSIDE SERVICES	5,114.00	14,623.00	9,509.00	144,856.07	175,500.00	30,643.93
8180 SHOP SUPPLIES/RENTALS	170.90	375.00	204.10	3,367.11	4,500.00	1,132.89
SUB TOTAL MAINT/SERVICES	30,787.57	35,831.00	5,043.43	361,501.06	430,000.00	68,498.94
9200 CAPITAL EXPENSE	0.00	0.00	0.00	201,127.00	1,262,250.00	1,061,123.00
9210 CONTINGENCY	0.00	16,500.00	16,500.00	0.00	16,500.00	16,500.00
Total Expenses	315,881.27	345,088.75	29,207.48	4,119,962.48	5,254,881.00	1,134,918.52
Excess Revenue Over (Under) Expenditures	(285,587.13)	547,986.00	(833,573.13)	(462,034.44)	(126,364.00)	(2,605,507.48)

Consolidated Balance Sheet
SUNSET EMPIRE TRANSPORTATION DISTRICT
For 6/30/2021

	This Year	Last Year	Change
Assets			
1020 GENERAL CHECKING LC BANK	(41,735.19)	492,006.23	(533,741.42)
1030 LGIP - GENERAL FUND	461,413.95	349,283.35	112,130.60
1040 PAYROLL ACCOUNT LC BANK	129,276.07	27.00	129,249.07
1050 MONEY MARKET LC BANK	5,668.81	5,660.26	8.55
1095 CASH RECEIPTS CLEARING SYSTEM	899.71	0.00	899.71
1210 ACCOUNTS RECEIVABLE SYSTEM	13,326.66	7,800.48	5,526.18
1299 A/R CONVERSION	(10,165.48)	(7,800.48)	(2,365.00)
1410 PREPAID EXP	(1,233.83)	0.00	(1,233.83)
1425 PREPAID WORK COMP	(49,873.29)	0.00	(49,873.29)
Total Assets	507,577.41	846,976.84	(339,399.43)
Liabilities and Net Assets			
2010 ACCOUNTS PAYABLE SYSTEM	17,208.42	21,316.05	(4,107.63)
2050 CREDIT CARD PAYABLE	62,295.16	2,034.45	60,260.71
2059 CREDIT CARD PAYMENT CLEARING	(55,508.72)	(2,838.25)	(52,670.47)
2060 PAYABLE TO NWN	(205.24)	0.00	(205.24)
2080 OVER PAYMENTS/UNAPPLIED CREDITS	255.00	0.00	255.00
2099 A/P CONVERSION	(20,436.27)	(19,610.65)	(825.62)
2100 ACCRUED LABOR SYSTEM	121,854.82	0.00	121,854.82
2110 SOCIAL SECURITY TAX-EMPLOYEE	(1,130.76)	0.00	(1,130.76)
2112 PR SUTA	(996.21)	0.00	(996.21)
2114 FED W/H TAX PAYABLE	(9,177.44)	0.00	(9,177.44)
2115 MEDICARE TAX-EMPLOYEE	1,130.77	0.00	1,130.77
2116 MEDICARE TAX-EMPLOYER	0.01	0.00	0.01
2121 FSA-PT	28.88	0.00	28.88
2122 OREGON TRANSIT ASSESSMENT	(813.55)	0.00	(813.55)
2124 BENEFITS MEDICAL SDIS	(15,571.34)	0.00	(15,571.34)
2130 AFLAC-AT	(1,275.39)	0.00	(1,275.39)
2131 AFLAC-PT	(311.34)	0.00	(311.34)
2132 UNITED WAY	175.00	0.00	175.00
2134 ATU	(864.24)	0.00	(864.24)
2135 MASA	(94.33)	0.00	(94.33)
2140 RETIREMENT- 457(b)	(1,780.00)	0.00	(1,780.00)
2141 RETIREMENT-ER 457	14.99	0.00	14.99
2142 RETIREMENT-ROTH 457 (B)	(343.30)	0.00	(343.30)
Total Liabilities	94,454.92	901.60	93,553.32
3000 FUND BALANCE	846,277.82	846,976.84	(699.02)
Change in Net Assets	(432,998.35)	(699.02)	(432,299.33)
Total Net Assets	413,279.47	846,277.82	(432,998.35)
Total Liabilities and Net Assets	507,734.39	847,179.42	(339,445.03)

SUNSET EMPIRE TRANSPORTATION DISTRICT
A/R Aging as of 6/30/2021

<u>Customer</u>	<u>Due Date</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Current</u>	<u>30 days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>Total</u>
[6251] AMTRAK	5/31/2021	1236	5/01/2021	Apr 2021 Settlement	0.00	1,578.06	0.00	0.00	1,578.06
[6251] AMTRAK	7/01/2021	1260	6/01/2021	May 2021 Settlement	1,841.60	0.00	0.00	0.00	1,841.60
[6060] CLATSOP COUNTY SHERIFF	7/01/2021	1271	6/01/2021	May 2021 Poker Chips	99.00	0.00	0.00	0.00	99.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/01/2021	1250	6/01/2021	May 2021 Bus Passes	700.00	0.00	0.00	0.00	700.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	6/08/2021	1273	5/09/2021	Med Rides 05/01- 05/08/21	0.00	1,456.00	0.00	0.00	1,456.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	6/15/2021	1274	5/16/2021	Med Rides 05/09- 05/15/21	0.00	1,493.00	0.00	0.00	1,493.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	6/22/2021	1275	5/23/2021	Med Rides 05/16- 05/22/21	0.00	1,072.00	0.00	0.00	1,072.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/01/2021	1276	6/01/2021	Med Rides 05/23- 05/31/21	1,722.00	0.00	0.00	0.00	1,722.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/01/2021	1277	6/01/2021	COVID MEALS - MAY 2021	875.00	0.00	0.00	0.00	875.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/13/2021	1278	6/13/2021	Med Rides 06/01- 06/12/21	2,107.00	0.00	0.00	0.00	2,107.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/20/2021	1279	6/20/2021	Med Rides 06/13- 06/19/21	763.00	0.00	0.00	0.00	763.00
Total					8,107.60	5,344.06	0.00	0.00	13,451.66

SUNSET EMPIRE TRANSPORTATION DISTRICT
Accounts Payable Aging by Vendor as of 6/30/2021

<u>Invoice Date</u>	<u>Activity</u>	<u>Invoice Number</u>	<u>Due Date</u>	<u>Description</u>	<u>Original Amount Owed</u>	<u>Not Yet Due</u>	<u>Less Than 30 Days</u>	<u>Less Than 60 Days</u>	<u>More Than 60 Days</u>
[6237]	WILCOX & FLEGEL								
6/30/2021		0513334 (1)	7/30/2021	BULK OIL/DEF	2,684.90	2,684.90	0.00	0.00	0.00
Total for [6237] WILCOX & FLEGEL					2,684.90	2,684.90	0.00	0.00	0.00
[6262]	AMALGAMATED TRANSIT UNION, LOCAL 757								
6/18/2021		2021-12	7/18/2021	PAYROLL DATED	59.10	59.10	0.00	0.00	0.00
06/18/2021 - ATUDED									
Total for [6262] AMALGAMATED TRANSIT UNION, LOCAL 757					59.10	59.10	0.00	0.00	0.00
Report Total					2,744.00	2,744.00	0.00	0.00	0.00

SUNSET EMPIRE TRANSPORTATION DISTRICT
Check Listing with Accounting Distribution

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
EFT	6/04/2021	[6225] VALIC-JPM CHASE - Payroll Dated 06/04/2021	RETIREMENT- 457(b) RETIREMENT-ER 457 RETIREMENT-ROTH 457 (B)	2708.57 2319.58 550.63	5,578.78
20936	6/09/2021	[6001] ACCUFUND INC - HOSTED SERVICES: 07/01 - 09/30/2021	IT SERVICES/CONTRACTS	5313	5,313.00
20950	6/09/2021	[6121] JACKSON & SON OIL INC - 05/2021 FUEL	FUEL FUEL FUEL FUEL	3515.52 99.59 404.69 2336.04	6,355.84
20968	6/09/2021	[6237] WILCOX & FLEGEL - 05/2021	FUEL FUEL FUEL FUEL	1524.04 128.65 2490.08 12578.83	16,721.60
20972	6/22/2021	[6033] CARD SERVICE CENTER - STMT - 5/08 - 6/07/2021	CREDIT CARD PAYMENT CLEARING	5678	5,678.00
20995	6/22/2021	[6193] SDIS - Invoices 06.02.21, 06.18.21, 2021-11, 2021-12	BENEFITS MEDICAL SDIS WORKER'S COMP SDIS INS WORKER'S COMP SDIS INS WORKER'S COMP SDIS INS WORKER'S COMP SDIS INS	47146.87 86.12 688.93 172.23 7664.37	55,758.52
Total Checks					95,405.74

Date: July 14, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 9.a Token Transit Rider Outreach

We are planning on having staff and Commissioners that indicated that they would like to assist us at various bus stops throughout the District during the week of July 26-30 to explain how to use Token Transit to purchase passes. Commissioners that have responded to me are Commissioner Alegria, Commissioner Withers, Commissioner Boothe-Schmidt and Vice Chair MacDonald. I have trained Commissioner Alegria and will be training with the others next week. I will have an assignment sheet made up to present at the Board meeting. Please email me prior to the meeting the days and times that you would be willing to be at a bus stop during the week of July 26th to help with the outreach. It doesn't have to be a full day, it can be whatever time you would like to spend.

Date: July 14, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.a Selection of New Commissioner for Position #6

Due to the vacancy created by the resignation of Commissioner Taylor, we put out a news release announcing the opportunity for qualified members of the public to apply for appointment to this position. The applicant chosen will serve until June 30, 2023. We have received two applications prior to the 5:00 pm deadline on July 14th. Paul Davis and Guillermo Romero are the applicants, and you can see their submittals in the Board pack. Both applicants have been invited to the Board meeting and I'm sure they would be willing to answer any other questions that the Board may have.

Staff is recommending that the Board make a motion to appoint one of the applicants to fill Position #6 effective August 26, 2021.



Received 7/8/21

Sunset Empire Transportation District Board Member Application

Applicant Name: PAUL DAVIS Date: 7-8-21

Address: 33 AUBURN AVE, ASTORIA OR Zip Code: 97103

Phone Number: 206-391-8321 Email Address: paul.davis@jbt.com

Are you a resident of our district? YES Are you a registered voter? YES

Why do you want to serve on the Sunset Empire Transportation District Board?

I HAVE HAD A GREAT CAREER IN TRANSPORTATION AND TRANSPORTATION SAFETY. I AM NOW IN A POSITION WHERE I HAVE MORE TIME TO CONTRIBUTE TO MY COMMUNITY. I THINK I COULD MAKE A POSITIVE CONTRIBUTION TO THIS TRANSPORTATION DISTRICT

Describe past experiences or positions held that would assist you as a board member.

IN MY CAREER I HAVE MANAGED LARGE AND SMALL TRUCKING OPERATIONS, UPS FREIGHT, CONWAY FREIGHT AND WAS PREVIOUSLY A CDL HOLDER. I ALSO VOLUNTEERED FOR OVER 10 YEARS WITH THE WASHINGTON TRUCKING ASSOCIATION ON THEIR SAFETY MANAGEMENT COUNCIL

Outline strengths, abilities, and talents that you would bring to the board.

I AM A SUCCESSFUL MANAGER OF A SMALL BUSINESS (54 EMPLOYEES) IN WARRENTON. MY BUSINESS EXPERIENCE AND MY PAST TRANSPORTATION EXPERIENCE WILL BRING SKILLS THAT WILL BENEFIT THIS BOARD. MY OWN CORE VALUES OF INTEGRITY AND ACCOUNTABILITY WOULD ALSO BE USEFUL

In your opinion, what is the most important role of a board member?

TO FULFILL THE TRUST FROM THIS COMMUNITY - TO BE A GOOD STEWARD OF THE RESOURCES AVAILABLE, AND HELP MAKE POSITIVE DECISIONS TO KEEP THIS DISTRICT HEALTHY AND SAFE AND FINANCIALLY SOUND

If appointed, would you be able to serve the entire term? YES

Please submit your application to: jeff@ridethebus.org or drop off at the Astoria Transit Center, 900 Marine Drive, Seaside Transit Office 39 N. Holladay or mail to SETD 900 Marine Drive, Astoria Oregon 97103.

Application Deadline: July 14, 2021 at 5:00 PM.

Paul Davis

33 Auburn Ave. Astoria OR 971036

206-391-8321

Paul.davis@jbt.com

Attributes:

- Strong Work ethic. Willing to put in the time it takes to get the job done right.
- Positive communication skills. Excellent written and direct communication style.
- Extraordinary People Skills. Can manage diverse workforce from drivers to office staff.
- Experience managing fleet to DOT requirements.
- Large Network of Trucking , Safety and Law Enforcement professionals
- Coach Style Leadership, ability to build strong team and reach goals.
- Experienced HR Assistant. Skilled at Hiring, training and retraining. Reviewing performance and disciplining employees.
- Quick Learner. Able to quickly learn new technology and job requirements. Proficient with MS Office.

Work History:

Director of Operations, JBT Lektro Inc., Warrenton OR 11/2014 to Present

Managing the day to day operations of a manufacturing plant with \$35M in annual revenue, and over 100 employees pre pandemic.

Operations Manager, Haney Truckline, Yakima WA 05/2014-10/2014

Oversaw a reorganization of management staff and driver managers and dispatchers. Responsible for adding resources to recover from a major management and driver loss.

Service Center Manager UPS Freight, Kent WA 6/2011- 5/2014

Managed a terminal for UPS freight that served the Seattle /Tacoma Market. Managed as many as 175 employees and was solely responsible for the P&L of the facility, and all Daily operations

Freight Operations Supervisor, Conway Freight, Renton WA. 5/2009 - 5/ 2011

Managed City Dispatch P&D, Outbound, Inbound operations as well as Freight Assembly Center(Reship)and cross dock operations. Planned manpower needs, audited timesheets and KRONOS. Audited logs and DVI's to ensure DOT compliance. Managed 80 drivers in daily pickup and delivery operations in the greater Puget Sound area.

Director of Safety, Reinhard Transportation, Federal Way WA. 6/2008- 12/2008

Managed the Safety program for 170 employees in 11 terminals throughout Washington and Oregon. Fleet consisted of 67 trucks and 140+ drivers. Reviewed accidents and injuries. Managed WA State L&I claims and Oregon Workman's Comp. issues. Trained and retrained drivers to meet Safety Goals. Responsible to ensure operation was DOT compliant.

Operations Supervisor , Allied Waste of Seattle, Seattle, WA. 5/2007 - 6/2008

Managed commercial and residential Garbage drivers in the Seattle Market. Performed regular observations and inspections, enforced HOS rules and scheduled employees. Investigated accidents and injuries as well as some loss management for property damage claims. Managed residential garbage and then commercial operations with a responsibility of 150,000+ Residential pickups per week and 16,000+ Commercial Pickups per week. Fleet consisted of 137 trucks, and over 140 drivers.

Freight Operations Supervisor, Conway Freight, Renton WA. 10/2002 - 5/ 2007
Managed City Dispatch P&D, Outbound, Inbound operations as well as Freight Assembly Center (Reship)and cross dock operations. Planned manpower needs, audited timesheets and KRONOS. Audited logs and DVI's to ensure DOT compliance. Managed during an explosive growth period where terminal grew from 30 drivers to over 100, which led to opening of an additional facility. Served as the Safety Committee Chair promoting TDC's and Smith System components.

Driver, Roadway Express, Seattle, WA. 10/1999 - 10/2002
LTL driver and dockworker. Loaded and unloaded LTL freight for Local delivery. Operated a CMV, Tractor/Trailer, straight truck and Hostling Unit. Possess a valid CDL with all endorsements.

Additional Professional Activities

Director at Large , Portland Rose Festival Foundation Board 2018 to Present
The PRFF is a non profit that produces the Rose Festival in Portland OR

Past Commandant and lifetime Board member of the Seattle Seafair Commodores, 2008 to Present
The Commodores are a Volunteer group that supports the Seattle Seafair Festival.

Board Member Friends of the Astoria Armory 2015 to Present
Turning the Historic Astoria Armory into a community center and a village Asset.

Certified Smith System Instructor 2008-2016
Many years of experience coaching and training drivers in the Smith System driving techniques.

Member WTA Safety Management Council 2002-2014
Represented UPS, Conway and Reinhard at the Washington Trucking Associations Safety Management Council.

Member of Advisory Board for the Bates Technical College Truck Driving Program. 2005-2010

Equipment Chair for the Washington State Truck Driving Championships. 2002-2014
This is an annual event every June that involves acquiring equipment donations for the contest.

Volunteer with the Washington State Patrol CVSA inspector Challenge. 2002-2014
This event is held alongside the WTA Truck Driving Championship.



Sunset Empire Transportation District
Board Member Application

Applicant Name: Guillermo Romero Date: 07.12.2021

Address: 225 SW Cedar Ave Warrenton Zip Code: 97146

Phone Number: 503-791-9540 Email Address: Wgromero@yahoo.com

Are you a resident of our district? YES Are you a registered voter? YES

Why do you want to serve on the Sunset Empire Transportation District Board?

PLEASE SEE ATTACHED

Describe past experiences or positions held that would assist you as a board member.

PLEASE SEE ATTACHED

Outline strengths, abilities, and talents that you would bring to the board.

PLEASE SEE ATTACHED

In your opinion, what is the most important role of a board member?

PLEASE SEE ATTACHED

If appointed, would you be able to serve the entire term? YES

Please submit your application to: jeff@ridethebus.org or drop off at the Astoria Transit Center, 900 Marine Drive, Seaside Transit Office 39 N. Holladay or mail to SETD 900 Marine Drive, Astoria Oregon 97103.

Application Deadline: July 14, 2021 at 5:00 PM.

Sunset Empire Transportation District Board Member Application

1. Why do you want to serve on the Sunset Empire Transportation District Board? I have been employed for the Oregon the Department of Human Services (ODHS) for 10 years. During my tenure at ODHS and servicing members of our community, I have come to the realization of how significant and important a public transportation system is to the community and our citizens. I want to serve on the Board to be part of the decision-making process to assure that Sunset Empire continues to meet and serve the needs of our communities and citizen. In addition, this is an opportunity to give back to my community.
2. Describe past experiences or positions held that would assist you as a board member. I am currently a Board member of SEIU 503, the union that represents State employees and other organization. In addition, I have held other relevant positions in SEIU 503: I was the Co-chair for the Civil & Human Rights Committee for 4 years and currently an Executive Board member of the Community Action Pollical Education team (CAPA) for SEIU 503. I also serve on other standing committees at ODHS.
3. Outline strengths, abilities, and talents that you would bring to the board.
Strengths: not afraid to ask questions and challenge the status quo, the tenacity to stay focused on the solution. Abilities: the skill set to be mindful, listen, engage in an affective manner, negotiate without alienating the apposition. Talents: I am excellent writer, negotiator and able to establish rapport with most people that I meet. As a person of color, I can bring to the Board my experience, strength, and hope.
4. In your opinion, what is the most important role of a board member? To advocate and support policies that meet the needs of the citizens in our communities and continue to support/enhance ridership services and transportation services for all members of our communities.

Date: July 15, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 10.a Committee Assignments

The Board Chair will determine committee assignments for the following Board committees:

Committee:

Transportation Advisory Committee

Executive Director Evaluation and Compensation Committee

Northwest Oregon Area Commission on Transportation

Current appointee:

Diana Nino

Tamra Taylor

Tracy MacDonald

Charles Withers

Tracy MacDonald

Date: July 15, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 10.b ODOT Agreement 35108 STIF Discretionary Grant

This Agreement is for the biennium that began on July 1, 2021.

Agreement 35108 is for the STIF Discretionary grant that is funding the Lower Columbia Connector Route serving Astoria to Portland. You will recall that at the Board's June meeting, Arla Miller with ODOT explained that this agreement was delayed in delivery to us, but that ODOT is giving us pre-award authority and that there would be no repercussions due to the delay of ODOT getting this agreement to us. We will be able to seek reimbursements for costs incurred beginning on July 1, 2021.

Staff is recommending that a motion be made to approve ODOT Agreement 35108 and authorize the Board Chair to sign it.

PUBLIC TRANSPORTATION 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, Public Transportation 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, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient 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.** State shall provide Recipient an amount not to exceed **\$784,000.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent 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 Funds 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 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.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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 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), 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, including, without limitation, records relating to capital assets funded by this Agreement, the 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 funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation 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.

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This section 8 shall survive any expiration or termination of this Agreement.

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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **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.**
 - ii. 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.
 - iii. 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. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **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 (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

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

d. **STIF Procurements**

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

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
 - ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
 - iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
 - iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
 - v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

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. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If 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. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- 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.i. 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. 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. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/28/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 05/21/2021

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC Sunset Empire Transportation District 35108				
<i>Lower Columbia Connector.</i>				
Item #1: Bus 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$200,000.00	\$160,000.00	\$40,000.00	Local
Item #1: Bus 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$200,000.00	\$160,000.00	\$40,000.00	Local
Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$30,000.00	\$24,000.00	\$6,000.00	Local
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$500,000.00	\$400,000.00	\$100,000.00	Local
Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$50,000.00	\$40,000.00	\$10,000.00	Local
Sub Total	\$980,000.00	\$784,000.00	\$196,000.00	
Grand Total	\$980,000.00	\$784,000.00	\$196,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

Operating

This Agreement funds an intercity project between Astoria and Portland, traveling on US 30, utilizing and over the road coach.

The intercity project enhances the statewide transit network by providing access to transit riders

to Astoria and Portland going through Columbia County. The stops at transit hubs in Columbia County include St. Helens, at the St. Helens Transit Center, as well as in Rainier, at the Rainier Transit Center, and Union Station in Portland.

This service will run between Astoria and Portland and has planned stops at the following locations: Astoria Transit Center, Svenson Country Market, Knappa Pizza, Westport, Clatskanie, Rainier Transit Center, St. Helens Transit Center, Scappoose, Portland, and Union Station. The service will run 7 days a week, 3 round trips per day.

Vehicle Expansion

Purchase 1 transit vehicle as follows: useful life - 10 years and 350,000 miles; approximate length - 30 feet; estimated number of seats - 26; estimated number of ADA securement stations - 2; fuel type - diesel.

Vehicle Replacement

Purchase 1 transit vehicle as follows: useful life: 10 years and 350,000 miles; approximate length: 30 feet; estimated number of seats: 26; estimated number of ADA securement stations: 2; fuel type: diesel.

The following vehicle has been approved for replacement in this Agreement:

1. OPTIS V002418; 2011/Volvo/MC; 3CET2S228B5148856.

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

Preventive Maintenance

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

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

Project Administration

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

PROJECT DELIVERABLES, TASKS and SCHEDULE

Operating

The service, schedule, days, hours, and service type will be designed to meet the needs of the target population as determined by Recipient and program type, 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. Coordinated service may be made available to a variety of potential users.

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

Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities,

number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported on the agency periodic report.

Vehicle Expansion

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

Estimated order date: July 17, 2021.

Estimated delivery date: March 31, 2022.

Vehicle Replacement

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

Expected order date: July 17, 2021.

Expected delivery date: March 31, 2022.

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

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

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

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

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

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

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Recipient, if operating demand response service, is encouraged to create and maintain GTFS-flex data for their service. (This can be supported by State's GTFS-flex contractor.)

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

STIF Intercommunity- supported service providers are strongly encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Preventive Maintenance

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

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

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

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

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

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

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

Project Administration

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

Modifications to Project Objectives or Service:

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

Modifications to projects funded with STIF Intercommunity Discretionary funds must continue to provide significant benefit to the statewide transit network or risk loss or reduction of project funding.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Operating

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

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

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

Vehicle Expansion and Replacement

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

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

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

Project Administration

Eligible project administrative expense may include, but are not limited to: administrative staff salaries; overhead expenses; marketing expenses; insurance premiums and payments to a self-insurance reserve; office supplies; office equipment; telecommunications; facilities and equipment rental.

4. REPORTING AND INVOICING REQUIREMENTS

Operating

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition,

Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.

Vehicle Expansion and Replacement

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

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement.

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

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

Preventive Maintenance

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

Project Management

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this agreement in its agency periodic report.

Project Progress Reporting

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

Outcomes Achieved Reporting

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

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

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

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on

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several key project outcomes related to that service.

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

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

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

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

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

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

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

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 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 \$784,000.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

Subagreement 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.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **Recipient shall immediately notify State of any change in insurance coverage.**

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.

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"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.

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

Date: July 14, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.d District Credit Card Addition

July 1, 2021, Jennifer Geisler took on the roll of Deputy Operations Officer. She will be involved in the CTAA Emerging Leader Academy throughout the next year including traveling to the east coast for the CTAA Expo being held this November and in May of 2022. I would like to request that we issue Jennifer a District credit card with a \$2,000 limit and increase our total District credit line to \$18,500. These are monthly limits, and we have a credit card policy in place that all receipts are accounted for and turned in monthly. Purchases over \$100 have to submit a requisition request for approval prior to purchase.

Current as approved on 12/5/2019:

Jeff Hazen	\$4,000 Needed for travel
Paul Lewicki	\$4,000 Uses heavily for maintenance
Mary Parker	\$3,000 Marketing supplies/travel arrangements for Board
Jason Jones	\$2,000 Mobility Management supplies/travel
Kathy Kleczek	\$1,500 Travel
<u>Sue Farmer</u>	<u>\$2,000 Supplies for employee events/training/recruitment</u>
Total	\$16,500

Proposed:

Jeff Hazen	\$4,000
Paul Lewicki	\$4,000
Mary Parker	\$3,000
Jason Jones	\$2,000
Kathy Kleczek	\$1,500
Sue Farmer	\$2,000
<u>Jennifer Geisler</u>	<u>\$2,000</u>
Total	\$18,500

Date: July 15, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.d In-Person Board Meetings Resumption

The Board meetings have been held virtually on the Zoom platform since April of 2020 because of restrictions put in place by the State in response to the Covid-19 pandemic. The Governor removed all restrictions imposed by the State of Oregon effective June 28, 2021. We are still under a masking requirement imposed by the federal government through the CDC, TSA, USDOT and FTA. This requirement expires on September 13. This requirement states that all persons riding public transportation must wear masks on buses and that people must wear them inside public transportation buildings.

The Board should determine when they would like to return to in-person meetings. If the Board chooses to resume them beginning with the August 26th meeting, masks will have to be worn by everyone present in the room. If the Board waits until the September 23rd meeting to meet in person, then masks would not have to be worn unless the federal government extends the requirement.

We will continue to use the Zoom platform to give people the opportunity to participate remotely. We will also continue to broadcast the meetings live on Facebook.

Staff is recommending that the Board make a decision on when in-person meetings should resume.

Date: July 15, 2021

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 10.e November/December Meeting Dates

Because Thanksgiving falls on the 4th Thursday, and that the 4th Thursday in December is December 23rd, it has been typical practice for the Board to combine the meetings into one meeting and hold it on another date.

If the Board desires to continue this practice, in order for November financials to be reported along with the October financials, staff is suggesting that the Board hold the combined meeting on Thursday, December 16th. Alternatively, if the Board would prefer to hold two separate meetings, staff would recommend that the November meeting date be moved to December 2nd and that the December meeting remain on December 23rd.

Staff is recommending that the Board decide what date(s) they would like to hold the meeting(s).

Executive Director Report
 July 2021 Board Meeting
 Jeff Hazen

-Ridership

We were up 5% in ridership for June. For FY 2021 we ended up down 30% in ridership. We shaved off ten percentage points of the decreases since the end of February when we were down 40%.

	June			
	TY	LY		
10	2,281	2,309		-1%
11	0	0	▲	#DIV/0!
12	0	0	▲	#DIV/0!
13	156	185		-16%
15	1,169	1,205		-3%
16	283	250		13%
17	493	0	▲	#DIV/0!
20	1,856	1,520		22%
21	276	155		78%
101A	2,723	2,856		-5%
101B	2,565	2,838		-10%
101 Total	5,288	5,694		-7%
LCC	670	449		49%
PC	813	883		-8%
SC	368	327		13%
Total	13,653	12,977		5%
YTD	144,840	207,481		-30%

-E-Fare

We have started selling passes on the Token Transit app and look forward to the outreach during the week of July 26th to help educate riders how to use the app.

-Round Table Discussion

I attended a round table discussion on mental health with Senator Widen this month. The discussion was to share what we are experiencing here in Clatsop County. I spoke about the challenges that we face transporting some of the people experiencing mental issues and the pressure that it puts on our drivers to keep the buses operating safely.

-NWACT Meeting

I attended the NWACT meeting on July 8th where updates were given on things happening in Region 2 and things Washington County is working on. We also had a presentation on the Salmonberry Trail project. The Salmonberry Trail seeks to enhance physical connections

between communities with a new 86-mile mixed-use, non-motorized path along the old Pacific Railway and Navigation rail line from Tillamook to Banks. A discussion was also held on the 2024-2027 potential projects for the STIP.

-Marketing Plan

I've started writing the RFP for the Marketing Plan that is being funded through the \$5304 program. I'm hoping to have it completed and on the street by July 30th.

2019-2021 SETD Priorities

Priority One

- Benchmark Services
 - o Ridership Increases & Decreases YTD (30%)
 - o On-time Performance in June, we were 52.6% on time. TCTD was 63.1% and Lincoln County was 60.7%. For FY 2021 we ended up 53.7% on time, TCTD was 64.8% and Lincoln County was 59.3%
 - o Fleet reliability
 - o Employee Retention 24.1% turnover YTD.
- Develop a SETD specific emergency plan. Currently working on.
 - 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 Kelly and two non-supervisory employees wrapped up their classes put on by HR Answers for new supervisors. Jennifer will be attending the Emerging Leaders Academy put on by CTAA. This is a 9 month program that begins in September. She'll receive mentorship throughout the program, she'll design a Capstone Project to meet the needs of the District or community, she'll meet transit leaders from across the country, she'll learn best practices from different agencies, she'll learn what her personal strengths are and improve her weaknesses, and she'll be a part of a monthly leadership study group to further develop her leadership skills. One thing that they have added for this class is a field trip. Jennifer will travel to Washington, DC and walk the halls of Capitol Hill with CTAA Board members and staff as well as visit with the leadership at the FTA to discussing transit policy, funding, regulations and more. This is an exciting opportunity for Jennifer that will set her up for future rolls in the District!

- Develop Route Standards
 - o Summer Schedule [Now in place.](#)
 - 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 October of 2019. Additional service improvements began on February 3rd. Seaside Weekend Route to start in February, 2022](#)

- Improving System
 - o Improved lighting at bus shelters [New Shelters have arrived. First one will replace the old shelter at the Short Stop store in Astoria when ODOT installs the new sidewalks. We are still working with the County on the Sunset Beach stop.](#)
 - o Route on-time performances
 - o Amenities

Priority One (continued)

- Technologies
 - o E-fare RFQ delayed until after the holidays [Now in operation.](#)
 - 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 [Submitted a Needs Based Cares Grant for this project but it wasn't funded. Will seek a \\$5339 grant when it becomes available, and use carry over STIF funds for match.](#)
 - 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 LowNo grant solicitation. Waiting for firm plans and funding of the operations facility before we go after the grant again.
- 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 and is being extended. We received another needs-based grant for the purchase of a driver supervisor vehicle. We asked for two but were only funded for one. This grant also included funds for the continued purchase of COVID-19 disinfecting supplies. We will be receiving over \$500,000 in additional CARES act funding and there will be more relief funding provided through the American Rescue Plan. We will be receiving a \$5304 \$60,000 grant to develop a marketing plan. We will be receiving a STIF discretionary grant to fund the Lower Columbia Connector and purchase one new bus for it.
 - o Rebuild Ride Pal Program and Volunteer Program

June 2021 Operations
Paul Lewicki

We have faced a challenging month keeping some aging and some not so aging equipment operational and with effective air conditioning. As we operate in a rural area, it is not always possible to find the necessary repair services nearby, and with the ability to provide service in an expedient way. It has therefore become necessary for us to transport our vehicle to shops in Ridgefield and Portland to have access to the type of services we need. This can itself be challenging as in many cases we must provide two people to transport the bus to the shop and the driver back to base. And of course, this has to happen a second time when we retrieve the bus. Due to the extreme heat we experienced earlier, we were unable to assign equipment which had poorly functioning air conditioning. This caused us to scramble – involving many trips to Portland – to repair A/C units in some of our buses. At this point, I'm happy to report that we have adequate, properly operating vehicles to execute our schedule, and at least two buses in reserve incase of breakdowns. As of this writing, two buses are in shops in Portland and are expected to be retrieved within a week, while two additional buses are being scheduled for delivery to Portland shops for repair.



We took delivery from Complete Coach Works of our two remanufactured buses on July 12. They are 35-foot Gillig coaches which have been rebuilt from the frame up. Each bus has a factory rebuilt Cummins engine and a factory rebuilt Allison transmission. Each has been stripped down to the chassis and rebuilt to including new suspension, new upholstery, new paint inside and out, new driver's seat, radio, or Automatic Vehicle Location (AVL), Automatic Passenger Counter (APC), 8 camera Digital Video Recorder.

Our biggest project of the year has come to fruition in July. We have reworked almost all of our bus schedules in order to better handle the summer influx of visitors and to achieve better on time performance. Routes 10, 15, 16, 20, and 101 have been adjusted allowing increased run time during the afternoon loops and improved recovery time across the schedule. These steps are expected to improve service reliability and to better ensure that each loop begins on time.

Further, CARES funding allowed us to purchase one of the Gilligs and to operate two buses for two years by adding two buses to the Route 101 from 11:00 AM until 7:30 PM each weekday. This has resulted in headway of only 30 minutes during those hours and 52 minutes during the remainder of the day. All these changes combine to provide 25 daily round trips between Astoria and Seaside on the 101!

Lastly, we now begin the Route 101 B bus at the Seaside McDonald's instead of the Astoria Transit Center to give south county residents a chance to get to Astoria by 6:40 AM instead of 7:30 AM making it possible for them to catch the first Lower Columbia Connector to Portland as well as make early classes at the college and Astoria High School.

RIDE ASSIST
July 2021 Report
Jennifer Geisler

- In June, Ride Assist provided a total of 964 rides. ADA Paratransit had 662 riders, we provided 229 Medicaid rides for Northwest Rides with 49 escorts. This is an average of 32 rides per day. There were zero ride denials for the month of June.
- Dial a Ride did not have any ride requests.
- SETD provide six local rides for the VETP service.
- We delivered 60 produce boxes over the month. This is an average of 15 boxes each week, full of fresh produce, dairy products, nuts, meat and occasionally oats or dehydrated fruit. After picking up the boxes at the Regional Food Bank in Warrenton, we have consistently delivered from Seaside to Astoria every Thursday.
- In June SETD Ride Assist provided two rides to a COVID-19 vaccine clinic.
- ADA Paratransit Report for June:
 - Number of completed applications received: 12
 - Number of incomplete applications received:
 - Number of determinations made: 12
 - Within 21 days: 12
 - More than 21 days:
 - Determination by type:
 - Unconditional: 8
 - Conditional: 2
 - Temporary: 2
 - Not eligible:
 - Number of appeals requested: 0
 - Number of appeals heard: 0

Ride Assist Fares Collected/Billed for June 2021

• Para-transit Fares	\$804	• Medicaid Billed	\$4023
• Dial-A-Ride	\$0	• Ticket books sold	\$408
• Tickets Collected	\$504	• VETP Billed	\$114
• Invoiced ADA rides	\$70		

Mobility Management
July 2021 Board Report
Jason Jones

- I worked with 12 customers in the month of June who needed help with accessibility, trip planning and various other tasks related to using the bus to get to work and social gatherings or medical appointments. Two of the twelve customers were in-person training, six customers were directed to travel training videos on our YouTube page and the other four were via phone call. Ten customers lived in South County, and the rest were out of Astoria and Warrenton. The two people I worked with in person needed only bus accessibility assistance.
- We provided 13 trips in the Month of June to Veterans needing transportation assistance. The Veterans Enhanced Transportation Program (VETP) is designed mainly to help transport Veterans with no other transit options to the DAV Van in Astoria for trips to Portland or local appointments approved by the VA. We work closely with the Veteran's Service Officer (VSO), who is based at Clatsop Community Actions and I'm happy to say that I have been in a couple of meetings with him in the last month. We continue in our legacy of strong communication and desire to help our Veterans. We are still actively looking for an additional Veteran Volunteer driver that can help us ramp our program up in the coming months. In Veteran medical transportation, it is vital that we try to recruit Veterans to be Volunteer drivers.
The ability for Veteran to Veteran communication helps make the situation better for the Veteran we are trying to help. When we transport a Veteran to a medical appointment, we also provide a brief time of potential mental health healing for the Veteran when paired with a Veteran driver. The Summer is an excellent time to bring a new person on board as it is a little slower and the weather plays into our favor for training. If you know a Veteran who would like to volunteer some of their time in their vehicle, please send them my way. (jason@ridethebus.org or 503-861-5361) The program will reimburse them for the miles they drive for the program.
- I continue to be in development of several videos that will be ready for release soon that will focus on Travel Training tips as well as a driver recruitment and retention video.
- The weekly Friday show is continuing strong with valuable topics and engaging interviews with members of our community. With the hotter weather we have asked people to remain well hydrated while they are on the bus and to take it easy on the days that its particularly hot. Don't forget that you all are invited to watch the show called "Transportation in the Time of Corona." Friday mornings from 11-11:30 on Facebook Live and don't forget to LIKE, SHARE and SUBSCRIBE to the show so we can share with as many people as possible. Please try alternate transit options in the month of June and give me a call if you need help on how to pair your option to also riding the bus.



Transportation Options
July 2021 Report to Board
Kathy Kleczek

June is the month we wrap up our financial books and get ready to start a new year. I look forward to a great New Year! As in person gatherings start, I started out with a Vaccination Health Fair geared to the Latinx community in Clatsop County. More events and outreach to come as I continue to encourage folks to get out and use one, two or share four wheels. Oregon Safe Routes to School programs are being re-organized into Regional Hubs, I hope this brings more resources to our area. Get There Oregon is publishing articles and a survey geared to HR departments has been delayed until after the summer. The annual GET THERE CHALLENGE is coming, get signed up and in the habit of logging your trips now! ASK ME HOW

Transportation in the Time of Corona live Facebook talks have become a fixture in my week. As we continue the show it is important that we get help from those who appreciate the show and what we are doing. Please [like](#) our page, [like the shows](#), and [share](#)! We have hosted transportation board members, City or County Officials and also local experts on topics that are educational and fun to share. The videos exist in a [library of videos](#) on Facebook. Did you catch our [show with Commissioner Read](#)? We have also done a show on the [Pacific City Shuttle](#). Did you know you can ride the shuttle for free and avoid parking hassles in Pacific City? Help us grow our audience and reach, join us LIVE on Facebook on Fridays at 11AM, and share to your friends on Facebook. Make sure to check it out, like it and share it on your own page. Remember you can comment and or ask questions at any time, not just during the live show.

Working on plans to roll out employer bus pass program. The summer is a hard time to start an employer program, so plans are to roll out a new employer bus pass program for the fall. If restrictions and limitations on service by mandate and hiring allow for this program to continue. More to come on this!

Social Media-Get There Oregon

- Outreach to prepare NWTTO Region for the next Get There Oregon challenge
- Promote Bicycle safety and awareness -Billboards are up in Newport and Tillamook
- Live Facebook talks with Jason to educate about the importance of Transportation Options
- Plan series of shows to improve outreach and successful motivation from SOV for car free travel for vacation

Conference/Education

- Attended trainings by ODOT, SRTS Tourism groups network, learn and encourage implementation of TO
- Attended City and County meetings to stay informed and involved in planning to keeping TO at the table
- Participate in e-scooter conversation with Astoria City Council
- Webinars on how to help with long term positive travel behavior changes-transit-carpool-biking
- Leading Transportation Options Group for NCTMN- encourage stewardship of the Region and it's resources

Safe Routes To School

- Bus rides for student field trips- Students ride free, outreach in Spanish about this
- Joined Oregon SRTS network and attending OR cohort meetings virtually-Now HUBS
- Working with OPBAC to include Pedestrian and Biking safety in statewide planning- Safety promotion
- Working with SEPRD to improve crosswalk safety on Broadway-meetings with City and Library
- Collaborating with SEPRD to plan future projects/events

Human Resources
July 2021 Board Report
Sue Farmer, Human Resources Manager

MEETINGS/TRAININGS ATTENDED:

- SDAO "Risk Management" Webinar Various Topics
- HR Answers "Compensation" Webinar
- SDAO "Workers Compensation" Webinar
- SDAO New EAP Overview Webinar
- Continue to remain up to date on the local, state, and national COVID-19 information and how it is impacting the workplace.

ACTIONS:

- Attended Driver Meetings on Wednesday, June 16, 2021. Reviewed 2021-2022 changes to health, dental and EAP coverages.
- Attended Team Meeting on Thursday, July 8, 2021.
- Working with Jason Jones on Bus Driver Recruitment video.
- Researching information for PASS Certification for our drivers. Bus Driver Supervisor Lawrence McDonald will be taking the Train the Trainer Course on July 21, 2021, for Wheelchair Securement which is part 2 of the PASS exam for drivers. As soon as Lawrence is trained, we will begin scheduling drivers for their PASS certification which will certify the driver for 2 years.
- Prepared the agenda and minutes for the Safety Committee meeting on Wednesday, July 21, 2021.
- Prepared evaluation templates for Evaluations Due in July and sent them to the appropriate supervisor/manager. Processed annual pay increases as required.
- Sent notices to drivers regarding upcoming renewals of CDL's and Medical Certifications for May.
- Processed the monthly Union Report with a list of all employees eligible for Union membership.

Lost Jamey Branum and Aubrey Adams and Chris Furniss

NEW EMPLOYEE ORIENTATIONS:

- Provided New Employee Orientation for rehire Larry Miley on June 21, 2021. Larry previously worked for SETD for 4 years and drove long haul for Swift and Walsh Trucking.
- Provided New Employee Orientation for Mike Sweeney who is back with us temporarily for the month of July. Mike drives bus for Seaside School District.
- Provided a New Employee Orientation on July 7, 2021, for our Lot Attendant Sam Wilson. Sam has held various lawn maintenance and general labor jobs.

HIGHLIGHTS:

The process for revision of the personnel polices continues 😊

WORKPLACE DEMOGRAPHICS:

Male	30
Female	16
Hispanic/Latino	1
White	43
Two or More Races	2

Updated: 7-13-2021