



Sunset Empire Transportation District
BOARD OF COMMISSIONERS
BOARD MEETING AGENDA
THURSDAY JULY 28, 2022
9:00 AM
900 MARINE DR, ASTORIA, OR

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

1-877-853-5247

AGENDA:

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ELECTION OF OFFICERS (Chairperson, Vice-Chairperson, Secretary/Treasurer)
5. CHANGES TO AGENDA
6. PUBLIC COMMENT (3-minute limit)
7. APPROVAL OF BOARD MEETING MINUTES
8. REPORTS FROM CHAIR AND COMMISSIONERS
9. FINANCIAL REPORTS
10. CONTINUED BUSINESS
11. NEW BUSINESS
 - a. COMMITTEE ASSIGNMENTS
 - i. TRANSPORTATION ADVISORY COMMITTEE
 - ii. EXECUTIVE DIRECTOR EVALUATION & COMPENSATION COMMITTEE
 - iii. NORTHWEST AREA COMMISSION ON TRANSPORTATION
 - b. MEMORANDUM OF UNDERSTANDING – ODOT NET ZERO PILOT PROJECT
 - c. ODOT AGREEMENT 35340 APPROVAL
 - d. DISPOSAL OF VEHICLES
12. CORRESPONDENCE
13. EXECUTIVE DIRECTOR REPORT
14. LEADERSHIP TEAM REPORTS
15. ADJOURNMENT

Connection options and instructions to participate in the public meeting remotely

ONLINE MEETING ZOOM

At start of our Public Meetings, you will be able to join our online ZOOM meeting using your mobile or desktop device and watch the live video presentation and provide public testimony.

Step #1: Use this link: <https://us02web.zoom.us/j/84203959772>

Step #2: Install the Zoom software on your mobile device, or join in a web browser

Step #3: If prompted, enter the Meeting ID number: 84203959772

Note: Your device will automatically be muted when you enter the online meeting. At the time of public testimony, when prompted you may choose to select the option within the ZOOM software to "raise your hand" and notify staff of your desire to testify. Your device will then be un-muted by the Host, and you will be called upon, based on the name you entered within the screen when you logged in.

TELECONFERENCE ZOOM

At start of our Public Meetings, you will be able to **dial-in using your telephone** to listen and provide public testimony.

Step #1: Call this number: 253-215-8782 or 877-853-5247

Step #2: When prompted, enter the Meeting ID number: 84203959772

*Note: Your phone will automatically be muted when you enter the conference call. At the time of public testimony, when prompted, you may dial *9 to "raise your hand" and notify staff of your desire to testify. Your phone will then be un-muted by the Host and you will be called upon based on your phone number.*

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

JULY

2022

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
ARP	AMERICAN RESCUE PLAN
ASC	ASTORIA SENIOR CENTER
ATU	AMALGAMATED TRANSIT UNION
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
CBA	COLLECTIVE BARGAINING AGREEMENT
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
ELA	EMERGING LEADERS' ACADEMY
EQUIP	EQUIPMENT
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FTA	FEDERAL TRANSIT ADMINISTRATION
GF	GENERAL FUND
HR	HUMAN RESOURCES

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

JULY

2022

IGA	INTERGOVERNMENTAL AGREEMENT
IIJA	INFRASTRUCTURE INVESTMENT AND JOBS ACT
INFO	INFORMATION
INT	INTEREST
IS	INCOME STATEMENT
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
MASA	MEDICAL AIR SERVICES ASSOCIATION
MBRC	MILES BETWEEN ROAD CALLS
MISC	MISCELLANEOUS
MM	MOBILITY MANAGEMENT
MOS	MONTH
MOU	MEMORANDUM OF UNDERSTANDING
NADTC	NATIONAL AGING AND DISABILITY TRANSPORTATION CENTER
NEMT	NON-EMERGENT MEDICAL TRANSPORTATION
NHMP	NATURAL HAZARDS MITIGATION PLAN
NRTAP	NATIONAL RURAL TRANSIT ASSISTANCE PROGRAM
NTI	NATIONAL TRANSIT INSTITUTE
NWACT	NORTHWEST AREA COMMISSION ON TRANSPORTATION
NWOTA	NORTHWEST OREGON TRANSIT ALLIANCE
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
OTP	OREGON TRANSPORTATION PLAN
P&L	PROFIT AND LOSS
PARA	PARA-TRANSIT
PCA	PERSONAL CARE ATTENDANT
PM	PREVENTATIVE MAINTENANCE

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

JULY

2022

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
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



**Sunset Empire Transportation District
Board of Commissioners
June 23, 2022
Draft Budget Hearing-Board Meeting Minutes**

1. CALL TO ORDER – Chair Debbie Boothe-Schmidt called the meeting to order at 9:00 AM.
2. Pledge of allegiance
3. Chair Boothe-Schmidt asked that there be a moment of silence in memory of SETD driver Terry Moore who suddenly passed away this week.
4. ROLL CALL: Present: Chair Boothe-Schmidt, Vice Chair Tracy MacDonald, Secretary/Treasurer Diana Nino, Commissioner Pamela Alegria, Commissioner Rebecca Read with Commissioner Charles Withers and Commissioner Guillermo Romero excused.

Staff: Executive Director Jeff Hazen, Chief Operating Officer Jennifer Geisler, Financial Officer Kelly Smith, Executive Assistant Mary Parker, Human Resources Manager Sue Farmer, Mobility Manager Jason Jones, and Transportation Options Specialist Kathy Kleczek

5. CHANGES TO AGENDA- Executive Director Hazen requested adding two items: Change Bank Signature Cards and approval of Executive Director Hazen to attend an upcoming trip to a conference in Arkansas.
6. PUBLIC COMMENT (3-minute limit)- None
7. APPROVAL OF THE May 26, 2022, BOARD MEETING MINUTES- Commissioner Read asked that everyone speak more clearly, intentionally, and slow down a little when speaking during the meeting to improve what those attending on Zoom hear.

Commissioner MacDonald moved to approve the May 26, 2022, Board Minutes
Commissioner Alegria seconded the motion
Discussion- None

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero	
Aye	x	x	x	x	Excused	x	Excused	
Nay								

5-Aye
0-Nay
2-Excused
Motion passed.

8. FINANCIAL EXCEPTIONS AND INFORMATION REPORTS FOR MAY 2022- There was discussion and clarification of questions on the report. There was one correction made to the Expense Report: 7010 should be corrected to May.

Commissioner Nino moved to approve the May 2022 Financial Reports as presented
Commissioner Read seconded the motion
Discussion- None

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero
Aye	x	x	x	x	Excused	x	Excused
Nay							

5-Aye
0-Nay
2-Excused
Motion passed.

7. REPORTS FROM CHAIR AND COMMISSIONERS

- a. Commissioner MacDonald- Reported that he had recently been ridding the new low floor buses and they are nice. He also said he watched as 3 fat tire bikes were placed in the new fat tire bike racks and it worked well.
- b. Commissioner Alegria- Noting to report
- c. Commissioner Nino- Expressed her condolences for SETD driver Terry Moore and Tillamook Transit Manager Doug Pilant.
- d. Commissioner Read- Nothing to report
- e. Commissioner Boothe-Schmidt- Nothing to report

8. PUBLIC HEARING- At 9:15 am Chair Boothe-Schmidt opened the public hearing and asked if there was any public comment about the Proposed 2022-2023 proposed budget.

There were no comments.

Chair Boothe-Schmidt closed the Budget Hearing at 9:16 am.

Executive Director Hazen presented the budget that had been recommended to the Board for adoption by the Sunset Empire 2023 Budget Committee. Executive Director Hazen reported that he had made a change to the budget because he had found that the Veterans Transportation Grant is only for one year and not two so the entire grant funds were added into the 2022-2023 Budget that has been presented today.

Commissioner MacDonald moved that the Board of Directors approve Resolution 2022-02 adopting the 2022-2023 Budget and making the appropriations and impose the tax levy for the local government.

Commissioner Nino seconded the motion

Discussion- None

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero
Aye	x	x	x	x	Excused	x	Excused
Nay							

5-Aye
0-Nay
2-Excused
Motion passed.

Board Chair Boothe-Schmidt read Resolution 2022-02.

9. NEW BUSINESS-

- a. EXECUTIVE DIRECTOR HAZEN- Explained that he needs the Board’s approval to remove Paul Lewicki as a signer on the SETD bank accounts and add Chief Operating Officer Jennifer Geisler as a signer.

Commissioner Read moved to remove Paul Lewicki from the bank accounts and add Jennifer Geisler.

Commissioner MacDonald seconded the motion

Discussion- None

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero
Aye	x	x	x	x	Excused	x	excused
Nay							

5-Aye

0-Nay

2-Excused

Motion passed.

- b. EXECUTIVE DIRECTOR HAZEN reported that he had been invited to speak about the Returning Citizen Program at the Southwest Transit Association Conference in Rogers Arkansas next month. The conference will pick up all his travel expenses.

Commissioner MacDonald move to approve Executive Director Hazen going to Arkansas

Commissioner Alegria seconded the motion

Discussion- Commissioner Nino commented for Executive Director Hazen to go knock their socks off!

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero
Aye	x	x	x	x	Excused	x	excused
Nay							

6-Aye

0-Nay

2-Excused

Motion passed.

10. CORRESPONDENCE- None

11. EXECUTIVE DIRECTOR REPORT- Executive Director Hazen reviewed and discussed his monthly report.

12. LEADERSHIP TEAM REPORTS- Review and discussion of Team Monthly Reports included in the June Board Pack.

13. OTHER ITEMS-

Meeting was adjourned 10:40 AM

Mary Parker, Recording Secretary

Secretary/Treasurer _____

Diana Nino

Date _____

Sunset Empire Transportation District
JUN FINANCIAL EXCEPTIONS & INFORMATION REPORT
For the July 2022 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 \$4,348,475 (\$1,943,284 less than budget), YTD Total Materials & Services was \$1,042,505 (\$328,495 under budget).

Revenue

- 4010 Fares: Revenues for the month were \$10,515; \$213 less than monthly budget and \$152 less than YTD budget.
- Lower Columbia Connector: Revenues for the month were \$8,050; \$4,935 more than monthly budget and \$26,531 more than YTD budget.
- 4021 Medicaid Fares: Revenues for the month were \$5,362; \$4,035 over monthly budget and \$45,751 over YTD budget.
- 4022 Paratransit Fares: Revenues for the month were \$1,068; \$91 less than monthly budget and \$363 less than YTD budget.
- 4030 Contracted Services-IGA: Revenues for the month were \$0.00; \$5,500 under monthly budget and \$49,838 less than YTD budget. This route is not currently operating due to driver shortages.
- 4110 NW Navigator: Under budget YTD by \$1,611.
- 4205 Property Taxes: \$16,316 collected in June. Over budget YTD \$21,891.
- 4250 Timber Sales: No Timber Sales in June. Over budget YTD \$29,136.
- 4420 Parking: All Spaces Rented.
- 5000 Grants: No Grant Money Received in June. Received \$279,147 on 7/14 that we had been waiting on.

Expense

- 7010 VET Provider Payments: Rides for the month of Jun totaled \$293.
 - 8050 HR/Employee Recognition: Over Monthly Budget \$1,102 – Job Posting Ads.
 - 8060 Travel/Training: Over Monthly Budget \$3,558 –Iowa & SWTA Conf (Jeff), GFOA (Kelly).
 - 8170 Fuel: Over Monthly Budget \$135; over YTD budget \$2,557.
 - END
- ** Fuel over budget YTD \$2,557. Materials & Services (without capital expense) is under budget for MTD by \$36,787 and under budget YTD \$328,495.

Follow up items:

***Disclaimer:** The percentage of the year's budget cited above is just to be used as a basic benchmark for the fiscal year. Individual budget line items will vary based on expenditure time cycles. Items such as Fuel, Wages, & Bldg. Grounds and Maintenance are more consistent on a monthly basis and can be used to gauge against the percentage. However, other items such as Insurance and Legal Counsel have irregular payment cycles and therefore are not as good to judge against the percentage. Page 1 of 1

Consolidated Statement of Activity - MTD and YTD
June 30, 2022

	<u>M-T-D</u>		<u>M-T-D</u>		<u>Y-T-D</u>		<u>Y-T-D</u>	
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
<u>Revenues</u>								
4010 FIXED ROUTE FARES	10,515.06	10,302.00	114,986.06	115,138.00	213.06		(151.94)	
4015 LOWER COLUMBIA CONNECTOR	8,050.00	3,115.00	72,845.33	46,414.00	4,935.00		26,431.33	
4021 MEDICAID FARES - IGA	5,362.00	1,327.00	63,339.00	17,588.00	4,035.00		45,751.00	
4022 PARATRANSIT FARES	1,068.00	1,159.00	13,084.90	13,448.00	(91.00)		(363.10)	
4030 CONTRACTED SERVICES-IGA	0.00	5,500.00	17,573.50	67,412.00	(5,500.00)		(49,838.50)	
4110 NW NAVIGATOR	290.37	302.00	2,531.63	4,143.00	(11.63)		(1,611.37)	
4120 GREYHOUND	0.00	41.00	7.80	519.00	(41.00)		(511.20)	
4130 OTHER-VENDING	0.00	19.00	357.94	338.00	(19.00)		19.94	
4205 PROPERTY TAXES	15,083.69	11,325.00	1,105,377.41	1,079,650.00	3,758.69		25,727.41	
4206 PRIOR YEAR TAXES	1,226.58	1,975.00	21,400.82	25,000.00	(748.42)		(3,599.18)	
4207 PROPERTY TAX INTEREST	5.58	25.00	113.19	350.00	(19.42)		(236.81)	
4210 LAND SALES/US FISH & WILDLIFE	164.99	0.00	1,939.60	0.00	164.99		1,939.60	
4310 TIMBER SALES	0.00	0.00	229,135.65	200,000.00	0.00		29,135.65	
4315 MASS TRANSIT ASSESSMENT	0.00	0.00	116,398.77	90,000.00	0.00		26,398.77	
4410 BILLBOARD LEASE	0.00	0.00	1,200.00	1,200.00	0.00		0.00	
4420 PARKING SPACE LEASE	728.30	765.00	8,993.30	9,300.00	(36.70)		(306.70)	
4425 CHARGING STATION	0.00	0.00	48.64	0.00	0.00		48.64	
4505 INTEREST EARNED ON BANK ACCT	86.31	125.00	1,843.75	2,000.00	(38.69)		(156.25)	
4605 OTHER INCOME	892.00	13.00	46,476.64	150.00	879.00		46,326.64	
5201 OREGON STF FUNDS	0.00	0.00	92,932.00	102,935.00	0.00		(10,003.00)	
5202 OREGON STIF FUNDS-DISCRETIONARY	0.00	0.00	191,503.00	552,000.00	0.00		(360,497.00)	
5203 OREGON STIF FUNDS-FORMULA	0.00	0.00	784,288.00	742,662.00	0.00		41,626.00	
5301 5311 ADMIN/OPERATIONS	0.00	0.00	562,825.00	562,344.00	0.00		481.00	
5302 5310 MOBILITY MGT/PM	0.00	0.00	69,223.00	159,443.00	0.00		(90,220.00)	
5304 TRANSPORTATION OPTIONS	0.00	0.00	75,268.69	157,775.00	0.00		(82,506.31)	
5306 CARES ACT	0.00	0.00	133,946.00	1,032,445.00	0.00		(898,499.00)	
5401 5339 CAPITAL PURCHASE	0.00	0.00	620,835.00	1,309,505.00	0.00		(688,670.00)	
Total Revenues	43,472.88	35,993.00	4,348,474.62	6,291,759.00	7,479.88		(1,943,284.38)	

Expenses	M-T-D		M-T-D		Y-T-D		Y-T-D	
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget
6010 WAGES	187,619.09	173,000.00	(14,619.09)	2,174,608.70	2,060,659.00	(113,949.70)		
6111 TAXES	18,405.96	27,506.00	9,100.04	243,761.04	330,050.00	86,288.96		
6210 BENEFITS	45,365.09	62,750.00	17,384.91	551,467.14	753,000.00	201,532.86		
SUB TOTAL WAGES/TAXES/BENEFITS	251,390.14	263,256.00	11,865.86	2,969,836.88	3,143,709.00	173,872.12		
7010 VET PROVIDER RIDES	293.38	2,500.00	2,206.62	4,287.97	30,000.00	25,712.03		
8000 AUDIT	0.00	0.00	0.00	26,000.00	22,000.00	(4,000.00)		
8001 PROFESSIONAL SERVICES	0.00	7,163.00	7,163.00	1,021.00	86,000.00	84,979.00		
8002 LEGAL COUNSEL	0.00	5,000.00	5,000.00	14,524.00	60,000.00	45,476.00		
8003 BANK/MERCHANT FEES	178.61	165.00	(13.61)	1,950.73	2,000.00	49.27		
8010 EQUIP LEASE/RENT	188.00	225.00	37.00	2,282.49	2,700.00	417.51		
8015 COMP/FURNITURE/DURABLE GOODS	3,082.08	3,943.00	860.92	34,455.42	53,000.00	18,544.58		
8020 B&M	3,268.45	3,635.00	366.55	42,359.56	43,850.00	1,490.44		
8023 BUILDING LEASE	1,166.00	1,250.00	84.00	13,768.00	15,000.00	1,232.00		
8024 SANITATION	56.13	500.00	443.87	5,607.05	6,150.00	542.95		
8031 ONLINE SUB/IT SERVICES	5,733.68	13,100.00	7,366.32	105,304.77	141,300.00	35,995.23		
8040 TELEPHONE/INTERNET	3,050.17	5,000.00	1,949.83	38,420.64	60,000.00	21,579.36		
8041 UTILITIES	2,625.49	2,913.00	287.51	30,956.41	35,000.00	4,043.59		
8050 HR/EMPLOYEE RECOGNITION	3,482.09	2,380.00	(1,102.09)	29,244.43	31,500.00	2,255.57		
8060 TRAVEL/TRAINING	6,482.99	2,925.00	(3,557.99)	38,162.38	35,000.00	(3,162.38)		
8080 OUTREACH/PRINTING	513.56	3,337.00	2,823.44	14,066.92	40,000.00	25,933.08		
8090 DUES, SUBSCRIPTIONS	60.00	2,087.00	2,027.00	14,574.86	25,000.00	10,425.14		
8091 IGA-DUES	0.00	0.00	0.00	12,000.00	12,000.00	0.00		
8092 FEES/TAXES/LICENSES	100.00	437.00	337.00	2,059.56	5,200.00	3,140.44		
8100 INSURANCE	0.00	0.00	0.00	87,571.62	82,000.00	(5,571.62)		
8105 UNINSURED LOSS	0.00	1,250.00	1,250.00	11,330.36	15,000.00	3,669.64		
8110 LEGAL ADS	288.75	83.00	(205.75)	614.25	1,000.00	385.75		
8112 MEETING EXPENSE	21.87	125.00	103.13	1,264.82	1,500.00	235.18		
8116 OFFICE SUPPLIES	1,744.83	1,500.00	(244.83)	15,260.81	16,800.00	1,539.19		
8170 FUEL	40,635.07	40,500.00	(135.07)	327,556.95	325,000.00	(2,556.95)		
8171 VEHICLE REPAIR/OUTSIDE SERVICES	10,250.83	19,500.00	9,249.17	158,419.69	215,000.00	56,580.31		
8180 SHOP SUPPLIES	258.80	750.00	491.20	9,440.65	9,000.00	(440.65)		
SUB TOTAL MATERIALS/SERVICES	83,480.78	120,268.00	36,787.22	1,042,505.34	1,371,000.00	328,494.66		
9200 CAPITAL EXPENSE	0.00	0.00	0.00	751,716.74	1,859,350.00	1,107,633.26		
Total Expenses	334,870.92	383,524.00	48,653.08	4,764,058.96	6,374,059.00	1,610,000.04		
Excess Revenue Over (Under) Expenditures	(291,398.04)	(347,531.00)	(41,173.20)	(415,584.34)	(82,300.00)	(3,553,284.42)		

Consolidated Balance Sheet
SUNSET EMPIRE TRANSPORTATION DISTRICT
For 6/30/2022

	This Year	Last Year	Change
Assets			
1010 OVER/UNDER	(22.00)	0.00	(22.00)
1020 GENERAL CHECKING LC BANK	(36,565.64)	(41,735.19)	5,169.55
1030 LGIP - GENERAL FUND	26,578.14	480,873.51	(454,295.37)
1040 PAYROLL ACCOUNT LC BANK	156,599.06	129,276.07	27,322.99
1050 MONEY MARKET LC BANK	5,672.27	5,668.81	3.46
1095 CASH RECEIPTS CLEARING SYSTEM	444.07	899.71	(455.64)
1210 ACCOUNTS RECEIVABLE SYSTEM	8,547.60	13,321.66	(4,774.06)
1251 PASS TRANSIT RECEIVABLES	200.00	0.00	200.00
Total Assets	161,453.50	588,304.57	(426,851.07)
Liabilities and Net Assets			
2010 ACCOUNTS PAYABLE SYSTEM	55,816.50	58,849.51	(3,033.01)
2050 CREDIT CARD PAYABLE	147,983.79	66,444.57	81,539.22
2059 CREDIT CARD PAYMENT CLEARING	(132,481.02)	(55,508.72)	(76,972.30)
2060 PAYABLE TO NWN	(1,470.82)	(205.24)	(1,265.58)
2080 OVER PAYMENTS/UNAPPLIED CREDITS	17.50	255.00	(237.50)
2099 A/P CONVERSION	(20,436.27)	(20,436.27)	0.00
2100 ACCRUED LABOR SYSTEM	117,095.37	121,854.82	(4,759.45)
2110 SOCIAL SECURITY TAX-EMPLOYEE	(1,130.76)	(1,130.76)	0.00
2112 PR SUTA	(996.21)	(996.21)	0.00
2114 FED W/H TAX PAYABLE	(12,534.81)	(9,177.44)	(3,357.37)
2115 MEDICARE TAX-EMPLOYEE	1,130.77	1,130.77	0.00
2116 MEDICARE TAX-EMPLOYER	0.01	0.01	0.00
2121 FSA-PT	119.58	28.88	90.70
2122 OREGON TRANSIT ASSESSMENT	(813.55)	(813.55)	0.00
2124 BENEFITS MEDICAL SDIS	(18,262.67)	(15,571.34)	(2,691.33)
2130 AFLAC-AT	(1,275.39)	(1,275.39)	0.00
2131 AFLAC-PT	(311.34)	(311.34)	0.00
2132 UNITED WAY	175.00	175.00	0.00
2133 GARNISHMENTS	452.80	0.00	452.80
2134 ATU	(805.14)	(805.14)	0.00
2135 MASA	(94.33)	(94.33)	0.00
2140 RETIREMENT- 457(b)	(1,780.00)	(1,780.00)	0.00
2141 RETIREMENT-ER 457	14.99	14.99	0.00
2142 RETIREMENT-ROTH 457 (B)	(343.30)	(343.30)	0.00
Total Liabilities	130,070.70	140,304.52	(10,233.82)
3000 FUND BALANCE	448,000.05	846,277.82	(398,277.77)
Change in Net Assets	(416,617.25)	(398,277.77)	(18,339.48)
Total Net Assets	31,382.80	448,000.05	(416,617.25)
Total Liabilities and Net Assets	161,453.50	588,304.57	(426,851.07)

SUNSET EMPIRE TRANSPORTATION DISTRICT
A/R Aging as of 6/30/2022

<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	7/01/2022	1491	6/01/2022	May 2022 Settlement	2,925.60	0.00	0.00	0.00	2,925.60
[6011] ANDI WARREN INSURANCE AGENCY	7/01/2022	1514	6/01/2022	Jun 2022 Parking Space #14	47.50	0.00	0.00	0.00	47.50
[6113] HOXIE, RONALD	5/31/2022	1470	5/01/2022	May 2022 Parking Space #7	0.00	47.50	0.00	0.00	47.50
[6162] OREGON EMPLOYMENT DEPT	7/01/2022	1489	6/01/2022	May Bus Passes-Astoria STEP	200.00	0.00	0.00	0.00	200.00
[6246] RUSTY DAHLIA	6/11/2022	1483	6/01/2022	Jun 2022 Parking-Spaces #10-11	0.00	95.00	0.00	0.00	95.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/01/2022	1490	6/01/2022	MED BILLING 05/01-05/31/2022	5,362.00	0.00	0.00	0.00	5,362.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/01/2022	1492	6/01/2022	May 2022 Bus Passes	640.00	0.00	0.00	0.00	640.00
Total					9,175.10	142.50	0.00	0.00	9,317.60

SUNSET EMPIRE TRANSPORTATION DISTRICT
A/P Aging as of 6/30/2022

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Due Date</u>	<u>Original Amount</u>	<u>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>
[6037] CB LAWN CARE									
6/30/2022	7095	7/30/2022 06/2022 Lawn Maintenance		406.00	406.00	406.00	0.00	0.00	0.00
[6048] CITY OF WARRENTON									
6/30/2022	001638-000 06302022	7/29/2022 07/2022 WATER SRV - OPS		452.23	452.23	452.23	0.00	0.00	0.00
[6096] EO MEDIA GROUP									
6/30/2022	82022.00002	7/30/2022 Legal Add/Budget Hearing		288.75	288.75	288.75	0.00	0.00	0.00
[6147] NW COMMUNITY ALLIANCE									
6/30/2022	10939	7/01/2022 06`/2022 BUS SHELTERS		960.00	960.00	0.00	960.00	0.00	0.00
[6148] NW NATURAL									
6/28/2022	3762086-1 06282022	7/19/2022 06/2022 GAS SRV - SS		98.06	98.06	98.06	0.00	0.00	0.00
[6172] O'REILLY AUTO PARTS									
6/29/2022	3920-249441	7/20/2022 Iridium Plug		79.92	79.92	79.92	0.00	0.00	0.00
6/30/2022	3920-249635	7/20/2022 Micro-V Belt - Bus 2101/2102		81.78	81.78	81.78	0.00	0.00	0.00
6/30/2022	3920-249637	7/20/2022 Antifreez		179.94	179.94	179.94	0.00	0.00	0.00
[6177] PACIFICSOURCE ADMINISTRATORS									
6/03/2022	2022-11	7/03/2022 FSAHealth		338.06	338.06	0.00	338.06	0.00	0.00
6/17/2022	2022-12	7/17/2022 Pay period ending 6/11/2022,FSAHealth		338.06	338.06	338.06	0.00	0.00	0.00
[6180] POLK RILEY'S PRINTING INC									
6/30/2022	6-21-22	7/15/2022 Day Pass Books - FR		209.56	209.56	209.56	0.00	0.00	0.00
[6186] RECOLOGY WESTERN OREGON									
6/30/2022	19161405	7/29/2022 06/2022 GARBAGE SRV - TC		175.35	175.35	175.35	0.00	0.00	0.00

[6200] SIGN ONE SIGNCRAFTERS										
6/27/2022	1682	7/12/2022	Uniforms/FR		206.82	206.82	0.00	206.82	0.00	0.00
[6226] VAN DUSEN BEVERAGES										
6/30/2022	1001982	7/30/2022	06/2022 Water - TC		44.00	44.00	44.00	0.00	0.00	0.00
	R06302022		Acct 1001982							
6/30/2022	1002533	7/30/2022	06/2022 Water - OPS		59.50	59.50	59.50	0.00	0.00	0.00
	R06302022		Acct 1002533							
6/30/2022	1002539	7/30/2022	06/2022 Water - SS		14.50	14.50	14.50	0.00	0.00	0.00
	R06302022		Acct 1002539							
[6237] WILCOX & FLEGEL										
6/30/2022	CL38889	7/30/2022	06/2022 Fuel		35,965.69	35,965.69	35,965.69	0.00	0.00	0.00
[6463] ECOLANE										
4/18/2022	R04182022	6/02/2022	Geisler - Training Module		2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
Report Total					41,898.22	41,898.22	38,393.34	1,504.88	2,000.00	0.00

SUNSET EMPIRE TRANSPORTATION DISTRICT
Check Listing as of 6/30/2022

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
EFT	6/03/2022	[6225] VALIC-JPM CHASE - Payroll Dated 06.03.22	RETIREMENT- 457(b) RETIREMENT-ER 457 RETIREMENT-ROTH 457 (B)	2875.44 2695.13 506.56	6,077.13
21748	6/09/2022	[6033] CARD SERVICE CENTER - STMT - 05/09 - 06/07/2022	CREDIT CARD PAYMENT CLEARING	14480.7	14,480.70
21769	6/09/2022	[6193] SDIS - Invoices 2022-09, 2022-09 Adj, 2022-10	BENEFITS MEDICAL SDIS	42582.35	42,582.35
21778	6/09/2022	[6237] WILCOX & FLEGEL - Invoices 0710545- IN, CL34766	FUEL FUEL FUEL FUEL FUEL	6928.16 332.98 3759.63 825.00 20263.30	32,109.07
EFT	6/20/2022	[6225] VALIC-JPM CHASE - Payroll Dated 06.17.2022	RETIREMENT- 457(b) RETIREMENT-ER 457 RETIREMENT-ROTH 457 (B)	8346.03 2001.07 507.44	10,854.54
21798	6/22/2022	[6193] SDIS -Invoices 2022-11, 2022-12, 2022- 12 (1)	BENEFITS MEDICAL SDIS	46057.47	46,057.47
Total Checks					152,161.26

**SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD**

Run: 7/14/2022 @ 1:56 PM

Page: 1

Closing Balance from Previous Statement.....	6/07/2022	-14,480.70
0 Deposits and Other Additions Totaling.....		0.00
77 Checks and Other Withdrawals Totaling.....		9,370.59
1 Adjustments Totaling.....		14,480.70
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....		0.00
Closing Balance for this Statement.....	7/07/2022	-9,370.59
Difference.....		0.00
<hr/>		
Cash Balance from General Ledger.....	7/07/2022	-141,681.63
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		-141,681.63

Date	Check	To	Check Description	Amount
✓ 6/07/2022	0000284	ENVATO	Jones - Software	33.00
✓ 6/07/2022	0000284	EPIDEMICSOUND.COM	Jones - Software	49.00
✓ 6/07/2022	0000284	MOTIONVFX	Jones - Software	89.10
✓ 6/08/2022	0000251	AMAZON	Lewicki - Batteries/TC Alarm	39.98
✓ 6/08/2022	0000251	AMAZON	Lewicki - Batteries - Shop	57.41
✓ 6/08/2022	0000284	AMAZON	Jones - Camera Mount	84.95
✓ 6/08/2022	0001217	APPLE	Kleczek - Mac Mini/Software	1,198.99
✓ 6/09/2022	0000251	FACEBOOK	Lewicki - Recurring Ads	75.00
✓ 6/09/2022	0000284	MOTIONVFX	Jones - Software	71.10
✓ 6/09/2022	0000284	HOME DEPOT CREDIT SERVICES	Jones - Desk Lighting	89.94
✓ 6/10/2022	0000251	OFFICESUPPLY.com	Lewicki - Wastebaskets - Buses	74.00
✓ 6/11/2022	0000284	ADOBE ACROBAT	Jones - Software	9.99
✓ 6/12/2022	0000251	FACEBOOK	Lewicki - Recurring Job Postings	40.18
✓ 6/13/2022	0000284	AMAZON	Jones - Camera Mouints	82.20
✓ 6/14/2022	0000251	FACEBOOK	Lewicki - Recurring Job Postings	75.00
✓ 6/14/2022	0000285	COSTCO WHOLESALE	Hazen - Flowers/T. Moore	52.99
✓ 6/15/2022	0000284	ENVATO	Jones - Software	33.00
✓ 6/15/2022	0001217	HARBOR FREIGHT		389.99
✓ 6/16/2022	0000285	TARGET	Hazen - Laptop Camera	59.99
✓ 6/16/2022	0001209	GOOD TO GO	Farmer - Food/T Moore	10.00
✓ 6/16/2022	0001209	GAETANO'S MARKET & DELI	Farmer - Food/T. Moore	33.25
✓ 6/16/2022	0001209	USPS	Farmer - Postage	1.36
✓ 6/16/2022	0001209	FULLIDENTITY.COM	Farmer - ID Badge/T. MacDonald	18.50
✓ 6/17/2022	0000251	AMAZON	Lewicki - Toner/Shop	39.98
✓ 6/17/2022	0000269	ADOBE ACROBAT	Parker - Monthly Fee	12.99

SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD

Run: 7/14/2022 @ 1:56 PM

Page: 2

✓ 6/18/2022	0000251	ADOBE ACROBAT	Lewicki - Monthly Charge/Geisler	14.99
✓ 6/18/2022	0000251	ADOBE ACROBAT	Lewicki - Monthly Charge - Lewicki	14.99
✓ 6/18/2022	0000285	APPLE	Hazen - Monthly Chrg	0.99
✓ 6/19/2022	0000284	STORYBOARD THAT	Jones - Software	14.99
✓ 6/20/2022	0000251	AMAZON	Lewicki - License Plate Lights - Bus 1902	14.42
✓ 6/20/2022	0000285	FRED MEYER	Hazen - Adapter/LCC Reader	9.99
✓ 6/20/2022	0001209	DOLLAR TREE	Farmer - Sumpathy/BD Cards	13.00

**SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD**

Run: 7/14/2022 @ 1:56 PM

Page: 3

Date	Check	To	Check Description	Amount
✓ 6/21/2022	0001209	CCSO	Farmer - Fingerprints/FR	25.00
✓ 6/21/2022	0001209	USPS	Farmer - Certified Letter/FR	7.38
✓ 6/22/2022	0000269	SDAO	Parker - Registration/D. Booth-Schmidt	75.00
✓ 6/22/2022	0000269	SDAO	Parker - Registration/C Withers	75.00
✓ 6/22/2022	0000285	WERNER BEEF & BREW	Hazen - Lunch/TCTD	32.90
✓ 6/23/2022	0000251	AMAZON	Lewicki - Oil	129.85
✓ 6/23/2022	0000251	AMAZON	Lewicki - Oil	179.00
✓ 6/23/2022	0000251	AMAZON	Lewicki - Oil	243.74
✓ 6/23/2022	0000269	SAFEWAY	Parker - Food - Board Meeting	21.87
✓ 6/23/2022	0000284	AMAZON	Jones - Computer Storage	595.97
✓ 6/23/2022	0001209	GOOD TO GO	Farmer - Food/T Moore	72.00
✓ 6/23/2022	0001217	MYBINDING	Geisler - FR Paddle Covers	48.53
✓ 6/24/2022	0000251	FRED MEYER	Lewicki - Ice/Staff Water	12.50
✓ 6/24/2022	0000251	INDY WAY DINER	Lewicki - Meal/Pick up Bus 2001	43.46
✓ 6/24/2022	0000285	UNITED AIRLINES	Hazen - Air Fare/Charges Iowa Transit Conference	15.00
✓ 6/24/2022	0000285	UNITED AIRLINES	Hazen - Air Fare/Charges Iowa Transit Conference	13.00
✓ 6/24/2022	0000285	UNITED AIRLINES	Hazen - Air Fare/Charges Iowa Transit Conference	19.00
✓ 6/24/2022	0000285	UNITED AIRLINES	Hazen - Air Fare/Charges Iowa Transit Conference	79.00
✓ 6/24/2022	0000285	MARRIOTT	Hazen - Hotel/Iowa Transit Conf.	302.74
✓ 6/24/2022	0000285	UNITED AIRLINES	Hazen - Flight/Iowa Transit Conf.	781.20
✓ 6/24/2022	0000285	UNITED AIRLINES	Hazen - Flight/Iowa Transit Conf.	132.00
✓ 6/24/2022	0000285	TRAVELGUARD	Hazen - Air Fare/Charges Iowa Transit Conference	52.99
✓ 6/24/2022	0001209	IPMA HR OREGON	Farmer - Membership Renewal	60.00
✓ 6/25/2022	0000251	FRED MEYER	Lewicki - Ice/Staff Water	2.50
✓ 6/25/2022	0000251	FRED MEYER	Lewicki - Ice/Staff Water	12.50
✓ 6/26/2022	0000251	FRED MEYER	Lewicki - Ice/Staff Water	15.00
✓ 6/27/2022	0000285	UNITED AIRLINES	Hazen - Air Fare/Charges Iowa Transit Conference	13.00
✓ 6/27/2022	0000285	UNITED AIRLINES	Hazen - Air Fare/Charges Iowa Transit Conference	28.00
✓ 6/27/2022	0001217	ONESTREAM	Kleczek - Monthly Fee	39.00
✓ 6/28/2022	0000284	QUADLOCK	Jones - Camera Mount	80.91
✓ 6/28/2022	0000285	BUDGET	Hazen - Car Rental/Iowa Transit Conf.	326.49
✓ 6/28/2022	0000285	UNITED AIRLINES	Hazen - Flight/SWTA Transit Conf.	1,253.20
✓ 6/29/2022	0001209	WALMART	Farmer - Folds/OSHA Employee Booklet	97.36

**SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD**

Run: 7/14/2022 @ 1:56 PM

Page: 4

✓	6/30/2022	0000251	AMAZON	Lewicki - AC Compressor/Bus 1802	360.90
✓	6/30/2022	0000251	FRED MEYER	Lewicki - Batteries/Gate Opener	18.98
✓	6/30/2022	0000251	BLACK BEAR DINER	Lewicki - Meal/Bus Delivery	11.17
✓	6/30/2022	0000251	TONKIN CHEVROLET	Lewicki - Oil Pump Repair/Front End Alignment - Bus 2001	631.33
✓	6/30/2022	0001209	USPS	Farmer - Certified Letter/FR	7.58
✓	7/03/2022	0000251	AMAZON	Lewicki - K95 Masks	97.42
✓	7/03/2022	0000285	ZOOM	Hazen - Monthly Zoom Fee	140.00
✓	7/03/2022	0000285	FRED MEYER	Hazen - Flash Drive	12.99
✓	7/05/2022	0001217	CALENDLY LLC	Kleczek - Appt Scheduler	15.00
✓	7/06/2022	0001217	ADOBE ACROBAT	Kleczek - Monthly Fee	14.99
✓	7/07/2022	0000251	NFI.PARTS	Lewicki - Mirror Assembly - Bus 2003	284.91
✓	7/07/2022	0001217	AMAZON	Geisler - Junction Box/Shop	84.97


SUNSET EMPIRE TRANSPORTATION DISTRICT
Reconciliation - CREDIT CARD

Run: 7/14/2022 @ 1:56 PM

Page: 5

Total Unmarked Checks: 0.00

Total Checks: 9,370.59

Date	Reference	Adjustment Description	Amount
11/10/2021	0021281		0.00
5/10/2022	0021679		0.00
 6/09/2022	GC 21748	Payment made from Gen. Ck. for Statement ending 6/08/2022	14,480.70
Total Unmarked Adjustments:		0.00	Total Adjustments: <u>14,480.70</u>

Date: July 20, 2022

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 2022-2023. Current Officers are:

Chairperson – Debbie Boothe-Schmidt

Vice-Chairperson – Tracy MacDonald

Secretary Treasurer – Diana Nino

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.

Date: July 20, 2022

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 11.b Memorandum of Understanding-ODOT Net Zero Pilot Project

You may recall that at the January Board meeting, I spoke about the Net Zero Pilot Project that was being embarked upon by ODOT. We have been selected to participate in this pilot by ODOT. The net-zero consultation pilot will provide consultation services, free of charge, to a small group of transit providers to help them learn how they can reduce greenhouse gas (GHG) emissions from their transit operations. The consultant may also provide agencies with technical assistance to procure and put into service low-emission vehicles and/or create guidance documents, whitepapers, or tools for broader distribution and use.

What the pilot **will** provide for participating providers:

- An inventory of the emissions resulting from a provider's entire transit operational profile (i.e., including fleet emissions, building energy use, employee travel, and other factors)
- An GHG emissions reduction plan or proposal, developed in collaboration with the provider, that outlines the best ways for that individual provider to reduce emissions
- Assist provider to develop and apply standards for tracking emissions reductions
- If applicable, advise and support provider to develop feasible emissions reductions targets, possibly including goal dates for completion

What the pilot **will not** require of participating providers:

- Providers will not be required to make a commitment to emissions reductions going forward
- Providers will not be required to meet their identified emissions reduction targets, if established (meeting of targets will not influence funding eligibility)
- Providers will not be required to complete tasks identified in a GHG emissions reduction plan document

This pilot is a resource for small and rural transit providers that are interested in reducing their carbon footprint or pursuing alternative fuels. Participating providers will be required to enter into an MOU or IGA with ODOT to ensure the consultant can access the information needed to be helpful to the provider.

There is no cost other than staff time to participate in this pilot. Staff is recommending that a motion be made to approve the Memorandum of Understanding with ODOT and authorize the Board Chair to sign it.

MEMORANDUM OF UNDERSTANDING
Project Name: Net Zero Consultation Pilot Project

This Memorandum of Understanding (MOU) is made and entered into by and between the State of Oregon, by and through its Department of Transportation, hereinafter referred to as "State;" and the Sunset Empire Transportation District, hereinafter referred to as "Transit Agency/the Tribe," both herein referred to individually or collectively as the "Party" or "Parties".

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government, other state agencies, or American Indian tribe for the performance of any or all functions and activities that a Party to the agreement, its officers, or agents have the authority to perform.
2. State has hired Jacobs Engineering Group Inc. (Consultant) to provide assistance to public transportation agencies within the State of Oregon to reduce the Greenhouse Gas (GHG) emissions of their entire operations, as well as to develop resources for general guidance on emissions reduction and fleet electrification. This effort is referred to as the Net Zero Consultation Pilot Project (the "Project").
3. Transit Agency is a public transportation provider in Oregon and desires to participate in the Project. Transit Agency acknowledges that participation in the Project may include, but is not limited to, the following activities and services:
 - a. An inventory of the emissions resulting from Transit Agency's transit operational profile, including fleet emissions, building energy use, employee travel and other factors.
 - b. Creation of a GHG emissions reduction plan or proposal, developed in collaboration with Transit Agency, that outlines the best ways for Transit Agency to reduce emissions.
 - c. Assistance for Transit Agency to apply standards for tracking emissions reductions.
 - d. Advice and support for Transit Agency to develop feasible emissions reductions targets.

NOW THEREFORE, the Parties agree to the following:

TERMS AND CONDITIONS

1. It is the intent of State and Transit Agency to document in this MOU, the coordinated efforts regarding the Project.
2. Transit Agency agrees to:

- a. Collaborate with State and Consultant as necessary to identify parameters for inventory and reduction assistance Services. The Project is anticipated to take one year. Transit Agency's estimated time for collaboration is approximately 45 hours.
 - b. Support State and Consultant by providing all information necessary for Consultant to complete tasks and deliverables, as described in State Contract # B39042, Statement of Work. State will provide a copy of State Contract # B39042 to Transit Agency after execution.
3. State and Transit Agency intend that, if an impasse or disagreement should occur on issues pertaining to the MOU, a collaborative process will be initiated to resolve the difference. A collaborative process may be requested by either Party.
4. This MOU shall become effective when all required signatures have been obtained and shall remain in effect for one year when this MOU automatically terminates. State and Transit Agency may extend the term of this MOU as necessary for Consultant to complete the Project.
5. The terms of this MOU shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties.
6. The terms of this MOU may be amended or terminated by mutual written consent of the Parties.
7. This MOU is not intended to create a legally binding Agreement.
8. This MOU may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this MOU so executed shall constitute an original.

THE PARTIES, by execution of this MOU, hereby acknowledge that their signing representatives have read this MOU, understand it, and agree to its terms and conditions.

SUNSET EMPIRE TRANSPORTATION DISTRICT by and through its elected officials

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

STATE OF OREGON, by and through its Department of Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

Agency Contact:

Jeff Hazen
Executive Director
900 Marine Dr.
Astoria, OR 97103
503-861-5399
jeff@ridethebus.org

State Contact:

Patrick DePriest
Public Transportation Program
Coordinator
555 13th St NE
Salem, OR 97301
503-986-3312
Patrick.DePriest@odot.oregon.gov

Date: July 20, 2022

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda Item 1.c ODOT Agreement 35340

This agreement is a result of a successful \$5339 grant for two remanufactured Gillig buses. The purchase of these buses is included in this year's budget.

Staff is recommending that a motion be made to approve ODOT Agreement #35340, 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, 2022** 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, 2025** (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

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

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$720,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$612,000.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. 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.a 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 including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant 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 Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, 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, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, 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.

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. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - 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 requirements 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.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict 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. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. 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.
 - ii. Except as otherwise provided in Paragraph 11.c below, 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.
 - iii. Except as otherwise provided in Paragraph 11.c below, 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.

- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **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.
- e. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- f. **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.
- g. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- h. **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 subsection. 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.
- i. **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.

- j. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- o. **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 Public Transportation 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.oregon.gov

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 _____ 07/01/2022

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: 5339 Sunset Empire Transportation District 35340				
<i>Purchase two remanufactured 35' Gillig category A transit buses for deployment on runs C & D of Route 101.</i>				
P-21-1823-01 Item #1: Bus STD 40ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$720,000.00	\$612,000.00	\$108,000.00	State Funds
Sub Total	\$720,000.00	\$612,000.00	\$108,000.00	
Grand Total	\$720,000.00	\$612,000.00	\$108,000.00	

1. PROJECT DESCRIPTION

Purchase 2 remanufactured transit vehicles as follows: useful life - 12 years and 500,000 miles; approximate length - 35 feet; estimated number of seats - 28; estimated number of ADA securement stations - 2; fuel type - diesel.

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

2. PROJECT DELIVERABLES, SCHEDULE and USE

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

*Estimated order date: July 1, 2022.
 Estimated delivery date: June 30, 2025.*

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 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.

3. PROJECT ACCOUNTING and MATCHING FUNDING

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.

4. REPORTING and INVOICING REQUIREMENTS

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. and a pre-award and post-delivery certification form documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 5100.1	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.526 (5339)	Total Federal Funding \$612,000.00
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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). **The 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**.

EXHIBIT D

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

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

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

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

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

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

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Date: July 20, 2022

To: Board of Commissioners

From: Jeff Hazen

Re: Agenda item 11.d Disposal of Vehicles

We currently have six buses that have exceeded their life expectancy and are no longer functional. Our maintenance staff have been using parts from them to repair other buses in the fleet and have reached the end of what can be taken out of them.

Because they are no longer in working condition, we intend to scrap them rather than attempt to sell them. The buses involved are:

#	Year	Make	Age	Mileage	Life Expectancy Years or Miles
77	2003	Blue Bird	19	470,776	12/500,000
90	2010	Chevrolet	12	278,214	10/350,000
93	2014	Ford	8	399,638	10/350,000
94	2014	Ford	8	378,136	10/350,000
96	2016	Ford	6	308,035	7/200,000
98	1998	Gillig	24	742,825	12/500,000

Staff is recommending that a motion be made to dispose of buses 77, 90, 93, 94, 96, and 98.

With heartfelt respect and
appreciation.

Margo

Dear Jeff,

June 22, 2022

On behalf of myself and public health,
Thank you for your continued leadership
and support offered to the pandemic response.
You are most familiar with the transportation
barriers in Clatsop Co. Having it available @ no cost
to residents and many of our most vulnerable made
it possible for more people to get vaccinated. I was
very grateful for both. And now, we have acquired
a mobile clinic increasing access to many services
in isolated pockets of our county.

Executive Director Report
 July Board Meeting
 Jeff Hazen

-Ridership

We were down 8% in ridership for June and were down 8% for the year. Routes 10 had a solid increase but I'm very excited about the 45% increase for the Lower Columbia Connector. This was a record ridership month for the LCC, nearly 1,000 rides.

	June		
	TY	LY	
10	2,493	2,281	9%
11	0	0	#DIV/0!
12	0	0	#DIV/0!
13	0	156	-100%
15	829	1,169	-29%
16	159	283	-44%
17	0	493	-100%
20	1,894	1,856	2%
21	0	276	-100%
101A	2,929	2,723	8%
101B	2,446	2,565	-5%
101 Total	5,375	5,288	2%
LCC	969	670	45%
PC	787	813	-3%
SC	0	368	-100%
Total	12,506	13,653	-8%
YTD	133,646	144,840	-8%

-Rural Transit Day

The District celebrated Rural Transit Day on July 15th by having a pizza party for all staff. Jennifer and Mary did a great job organizing and advertising the celebration, I hope you saw the full-page ad in the Astorian! We participated in the NRTAP Twitter Chat during the morning pizza party and shared photos and our video that Jason created for the Day. We'll play it at the Board meeting in case you missed it! It's so important to continually recognize that big city urban systems aren't the only transit systems in the country. I appreciated seeing Senator Warnock from Georgia speak recently about this during a committee meeting with FTA Administrator, Nuria Fernandez. <https://www.youtube.com/watch?v=cnTVi70h9Zc>

-Transportation Advisory Committee (TAC)

I will be convening a TAC meeting this fall to begin preparing for the next biennium's funding. This will also provide input for the Board when you meet after the first of the year for a retreat to work on strategic planning.

-Doug Pilant memorial

Jennifer, Jason, Kathy, Stephanie and I will be traveling to Tillamook on 8/5 to attend Doug Pilant's memorial that the District is putting on. I'm humbled and honored that they asked me to officiate the memorial. Doug was my best friend in transit, and it will be a special time for everyone to share their stories or working with Doug. Some of his kids will be there and they will get to see the impact that Doug had on transit throughout Oregon.

-Returning Citizen Update

I gave two presentations about the Returning Citizen program. On June 6th, I travelled to Iowa to present the program, along with Julia Castillo at the Iowa Public Transportation Conference. The presentation was very well received, and we had several sidebar conversations with people after the session. It should be noted that my flight and hotel costs are being reimbursed by the Iowa Transit Association. Check out the name of the shampoo that was in my hotel room at the conference!



On July 20th, Julia and I presented the program to the Iowa opportunity Re-entry Task Force via Zoom. It also was well received and there was a lot of discussion after our presentation. I'll be traveling to Arkansas this Sunday (7/24) to present at the South West Transit Association's Summer University. CTAA has invited us to the Small Urban Network (SUN) conference being held in New Hampshire in August. We will also be presenting at the TRANSITION conference in Indianapolis in October. We are very close to launching the statewide program, just buttoning up a few details.

2021-2023 SETD Priorities

Priority One

- Benchmark and track services
 - Ridership Increases & Decreases from previous year **Goal is double digit increases. June (8%) YTD (8%)**
 - Services to underserved areas of Clatsop County
 - Expansion of routes/frequency planned prior to pandemic **On hold until more drivers can be hired**
 - On-time performance/service reliability **March performance: SETD 61.3%, TCTD 55.9%, Lincoln County 51.3%. Last year, we were at 52.6%**
 - Schedule adjustments **Updated to be more relevant**
 - Congestion
 - Construction
 - Summer schedules **This year's will be in effect on July 1st.**
 - Reliability for workforce transportation
 - Use of technology to improve service **Tablets have been installed, and we have received positive feedback from the drivers!**
 - Fleet reliability
- Update SETD Emergency Plan
 - SETD Emergency Operation Plan
 - Backup communications
 - Access to fuel
 - Strategic plan to integrate with Clatsop County Emergency Plan
 - Disaster planning
- Employee Recruitment/Retention **Working on a returning citizen program, substantial increase in wages for drivers.**
 - Diversity of staff
 - Robust recruitment platform
 - Increase applicant pool **New online application**
 - Track turnover rate
 - Training for advancement **Jennifer has completed training and is now Chief Operating Officer**
- Facility Investment
 - Protecting investment **In discussion with a developer**
 - Plan for moving Operations facility out of tsunami inundation zone
 - Added space for fleet expansion and conversion to alternative fuels
 - Bus shelter amenities/access
 - Lighting
 - Accessibility
 - Locations to advance multimodal integration

- Flag-stop evaluation/signage Added new stop on eastbound Marine Dr. in the Uniontown area of Astoria. New signs have been designed and are being installed, see the sign at the bottom of this report
- Cleanliness of buses, shelters and facilities Germ Fogger equipment now in use

Priority Two

- Outreach/Marketing
 - Marketing Plan Received grant to develop plan. I will have an RFQ out by August 1.
 - Refresh branding/signage
 - Outreach and Materials available in Spanish Continue to do
 - Lower Columbia Connector marketing plan
 - Information availability in appropriate locations
 - Website Enhancements New trip planner in place. We are pulling it back.
 - Story telling with outreach and website
 - Reduce miles traveled by cars

Priority Three

- Travel Training Center
 - Plan for integrating with relocated operations facility

July 2022 Operations


Jennifer Geisler

I spent June working on the summer fixed route schedules. Paul configured the routes before his retirement, I made minor adjustments to complete the new schedules. Whenever there are schedule changes, it effects the multiple schedules and the maps on our website, the Transit App that riders use and the Swiftly On-Board App for the drivers. We also created the “driver paddle” that drivers and staff have for reference. It contains information that is not posted on the tablet, a start-end chart for each route and scheduled route lunch breaks. The summer route schedules went into effect on Friday July 1st, the start to a three-day holiday weekend. As I draft this report, we have had two full weeks with the new time schedule and have narrowed in on a couple small, needed adjustments.

Driver Supervisor Matt Jensen and I have been working with Swiftly to understand how the web based dashboard and the On Board app work in correlation with Trilliums data information for routes and the GTFS (General Transit Feed Specification) We are learning that there are small details that need to be corrected in the GTFS to help with the on time performance to be accurate to the real time data, the Transit App and the On Board App for the driver.

SETD has been asked to be part of Swiftly Customer Council and will be asked to pilot new services they offer before being available to Swiftly customers. The first pilot we will be involved in is a messaging service through the On-Board App that drivers, supervisors, and dispatchers can communicate more sensitive information that is not appropriate for the two-way radio. There are safety features built into the messaging service that will not allow the driver to read or send a message while the vehicle is moving. Paratransit uses a similar message system in Ecolane and has found it invaluable.

Mary Parker and I worked together in planning the National Rural Transit Assistance Program (RTAP) Rural Transit Day. The established holiday is July 16th annually, this year we celebrated on Friday July 15th. We had a scheduled staff meeting that focused on SETD’s invaluable involvement in the rural transit team and ate pizza. We had a large Rural Transit Pledge printed for all staff and board members to sign and had a group picture taken. The picture was posted on the National RTAP twitter page Friday.

 National RTAP
@nat_rtap

A11. This photo came in just under the wire for our [#RuralTransitDay](#) Twitter Chat, but we want to shout out about it now. Sunset Empire Transportation District [@SETD_Transit](#) gathered their staff in front of their bus to sign a giant Rural Transit Day Pledge.

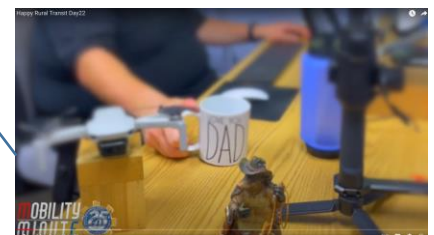


Mobility Management
July Board Meeting Report
Jason Jones

- In June, 10 individuals requested travel training. 9 trainees were between the ages of 35-60 and 1 was 25 or younger. 9 riders were from South County and 1 was from Warrenton area. All 10 received training on the basics such as reading our schedule, how to get to a bus stop, and paying the fare. As with all travel training events, the learners were asked if there was a landmark they could identify when they were getting close to their stop.
- We provided 6 trips in June to Veterans needing transportation assistance. The VETP transported 5 Veterans to local medical services and 1 to Camp Rilea. We are still in the process of bringing on board our new Veteran Volunteer driver and only await opportunity where schedules and need align to finish out the training process.
- For 1, it takes 1. What does this mean? Our program has helped many veterans get to their medical appointments over the years. 95% of all trips provided by this program are performed by a Veteran Volunteer driver in a personal vehicle. In almost every case, a relationship is formed between the Veteran being transported and the driver. Because of the unique "Veteran to Veteran" interaction, trust develops between them over time. This one-on-one interaction and the time it takes to build trust have provided opportunities for a healthy dialogue. We do not track any stats on this, but our driver has indicated that there were positive "mini" healthy outcomes in many circumstances while in transport. Our driver has indicated that the trips also help him when interacting with other Veterans and seeing the positive impact our program has on our local Veteran community. There are roughly 17 Veterans and active personnel in America who commit suicide daily. Our Veteran's Enhanced Transportation Program (VETP) helps Veterans get to medical services; we believe at least one individual is in crisis every day in Clatsop County, and we have a driver ready and willing to help.
www.veteranscrisisline.net, Call 1-800-273-8255 and Press 1, Text 838255
- Transportation Talk is on every Friday at 11am on Facebook or YouTube and then like, share, and subscribe to the page if you haven't already. If you miss the live show at 11, the shows are available for viewing shortly after streaming live. Our format allows time for a short entertaining yet educational video in between our two main segments. Thank you all for your support.
- The Travel Training videos located on our YouTube page (Sunset Empire Transportation District) are very important to my mission of educating the public on how to utilize our transportation services. If you can, please share these videos with people that you interact with that have questions.
- I continue in my outreach efforts to local businesses and local social services. Most of who I see on a monthly basis comes from a referral from one of these places that I have connected with.
- All-Staff meeting celebrating Rural Transit Day in July 2022! Photo of the afternoon meeting.



Check out the Happy Rural Transit Day video on YouTube: Sunset Empire Transportation District.





Transportation Options
July 2022 Report to Board
Kathy Kleczek

July! Happy New Year! Our fiscal year has begun and TO is off to a good start. Many projects in the works to help get people ridesharing, using transit, walking and rolling! How did you celebrate Rural Transit Day?

The city of Seaside SRTS Plan is no longer a draft. Construction grant to assist in executing some of the plan suggestions is in. They did not apply for the maximum amount of funds indicating the need for a phased approach. Fingers crossed we will hear soon that the grant will move forward to the next round.

Warrenton also applied for funding for improvements on the west side of Main Ave/OR 104, providing a complete walkway between downtown, the Grade School and the High School. Up to two crossing locations will be enhanced. This project provides a much safer walk and bike access to the Grade School and the High School. Design considerations include SETD bus stops. We are also crossing our fingers this grant will move forward.

The City of Cannon Beach is still in the process of creating a Transportation System Plan. It is the first time Cannon Beach has undertaken a TSP. It has been interesting to participate in and assist in the learning process. The consultants and the city staff have done a detailed job at preparing and customizing a plan for the City of Cannon Beach. Transportation Options and Transit are parts of the vision for the future of the transportation system in Cannon Beach. The phrase “park once” is an idea I can get behind.

The NCTMN- Transportation Options group has been working on rack cards, physical and digital, to promote Car-Free travel to and around the North Coast Region. The digital version of the information can be used to send out to prospective guest when they are making plans to visit. The cards are being printed in English and Spanish and will be distributed as soon as the ink is dry.

Transportation Talk show is an important form of outreach. We continue to have a good audience and reception of the topics we cover. We appreciate the feedback we get from you and the community we serve. Thank you for helping us get the word out.

Social Media-Get There Oregon

- Post ODOT road condition/construction updates-be prepared for construction project delays
- Did you celebrate Rural Transit Day?
- Prize Solicitations for the Get There Challenge sent

Conference/Education/Meetings

- SDAO Board meeting-appointed to Treasurer role
- Participating in OTP advisory group on Mobility and Accessibility, and DEQ Rulemaking
- ToGo Board meeting and Statewide meeting
- Leading Transportation Options Group for NCTMN- encourage stewardship of the Region and its resources
- Participating in National ImpACT Leadership program by the Association for Commuter Transportation

Safe Routes To School

- Working to start School-pools with regional schools
- Outreach and aided public comment on SRTS Plan Seaside School District

Innovative Mobility Grants

- Vanpool Seed funds
- Reducing barriers to Safe Biking in Clatsop County
- Spanish language translation of NCTMN Car-free travel rack cards

Marketing, Outreach and Education

July 2022 Board Report

Mary Parker, Executive Assistant

- ❖ I have continued to complete and validate requirements for the SDIS Best Practices program. The SDIS Board Evaluation which will be held following the July 2022 Board Meeting will also give us credits towards the Best Practices program.
- ❖ I have continued with community outreach of the Veterans Transportation Program.
- ❖ July 1, 2022, Summer Schedules were implemented
 - Prepared English and Spanish Press Release
 - Distributed new schedules
 - Prepared English and Spanish Poster Announcement
 - Emailed to public offices
 - Posted on Facebook
 - Posted on Web
 - Posted poster and new schedules in all bus stop shelters in Astoria, Warrenton, Hammond, Seaside and Cannon Beach
- ❖ July 4, 2022, Holiday Bus Service
 - Prepared English and Spanish Poster Announcement
 - Posted on Facebook
 - Posted on Web
 - Emailed to public offices
 - Posted in all bus stop shelters in Astoria, Warrenton, Hammond, Seaside and Cannon Beach
- ❖ July 16, 2022, Rural Transit Day
 - Prepared English and Spanish Press Release
 - Sent to Public offices and media contacts
 - Posted on Facebook
 - Posted on Web
 - Prepared Full-Page Ad for Daily Astorian with Employees and Board Pictures
 - Distributed poster copies to staff and board at all staff meeting
 - Prepared English and Spanish Poster Announcement
 - Posted on Facebook
 - Sent to public offices
 - Posted in all bus stop shelters in Astoria, Warrenton, Hammond, Seaside and Cannon Beach
- ❖ Prepared June Board Meeting minutes for July Board Meeting Packet
- ❖ Prepped and distributed English and Spanish Public Announcements for the July Board Meeting
- ❖ Completed OSHA Heat Illness Prevention
- ❖ Completed OSHA Wildfire Smoke Training
- ❖ Completed Advanced Cyber Security Webinar

**Human Resources
JULY 2022 Board Report
Sue Farmer, Human Resources Manager**

MEETINGS/TRAININGS ATTENDED:

- Attended SDAO Cybersecurity Basics webinar.
- Attended SDAO Advanced Cybersecurity webinar.
- IPMA – Giving Feedback Webinar.
- Attended HR Answers Fundamentals of Mentoring webinar.
- HR Answers Employee Retention webinar.
- SDAO Effective Safety Committees webinar.

ACTIONS:

- Delivered a meal and visited with the family of our deceased Bus Driver Terry Moore.
- Assisted with preparations for an SETD time of remembrance for our Bus Driver Terry Moore. There were a lot of stories of good times spent with Terry. Employees were provided sympathy cards to send to the family. Employees also made donations to the family.
- Prepared updated OR OSHA Heat & Illness Prevention Program and Wildfire Smoke Rule manuals. Sent out links for the mandatory training websites.
- The draft of the updated personnel policies is complete. Jeff and Sue will meet to review the draft policies before forwarding them to HR Answers for final review. After the final review they will be presented to the Board of Commissioners for approval.
- Provided 3 interviews for Fixed Route Bus Driver candidates.
- Prepared the agenda and minutes for the Safety Committee meeting on Wednesday, June 29, 2022.
- Prepared the monthly ODOT Covid-19 report.
- Prepared templates for evaluations due in July and sent them to the appropriate supervisor/manager. Processed annual pay increases as required.
- Sent monthly notices to drivers regarding upcoming renewals of CDL's and Medical Certifications.
- Processed the monthly Union Report with a list of all employees eligible for Union membership.

NEW EMPLOYEE ORIENTATIONS:

- ❖ Provided a New Employee Orientation for Marla McEwen on June 21, 2022. Marla passed her CDL B permit and Passenger endorsement and is currently in training. Marla comes to SETD with lots of customer service skills, enthusiasm, and an infectious smile 😊
- ❖ Provided New Employee Orientation for Nancy Williams on July 18, 2022. Nancy is a bus driver for Astoria School District. During the summer Nancy will provide part-time driver services for the District.

HIGHLIGHTS

- ALL New Hires are a highlight for me 😊

WORKPLACE DEMOGRAPHICS:

Male	23
Female	18
	41
Hispanic/Latino	2
White	37
Two or More Races	2
	41

Updated: 7-18-2022