



Sunset Empire Transportation District

BOARD OF COMMISSIONERS

FEBRUARY 22, 2024 9:00 AM

BOARD MEETING AGENDA

900 MARINE DR, ASTORIA, OR

<https://us02web.zoom.us/j/5148435264>

1 253 215 8782

AGENDA:

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CHANGES TO AGENDA
5. PUBLIC COMMENT (3-minute limit)
6. APPROVAL OF BOARD MEETING MINUTES
7. REPORTS FROM CHAIR AND COMMISSIONERS
8. FINANCIAL REPORTS
9. CONTINUED BUSINESS
 - a. Approval of Board Policy Updates
 - b. Update on ODOT Requirements
 - c. Board Meeting Location Options
 - d. Financial Training Updates
10. NEW BUSINESS
 - a. Budget Calendar
 - b. Appoint Budget Officer
 - c. 4 Cat D Bus Grant
 - d. SDAO Conference
 - e. Strategic Planning
11. CORRESPONDENCE
 - a. Gary Chiaravalli -DHS Regional Workforce/Business Coordinator
12. EXECUTIVE DIRECTOR REPORT
13. LEADERSHIP TEAM REPORTS

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

APRIL

2023

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

APRIL

2023

IGA	INTERGOVERNMENTAL AGREEMENT
IJA	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
NCTMN	NORTH COAST TOURISM MANAGEMENT NETWORK
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

SUNSET EMPIRE TRANSPORTATION DISTRICT
COMMONLY USED ACRONYM LIST

APRIL

2023

PM	PREVENTATIVE MAINTENANCE
PTAC	PUBLIC TRANSPORTATION ADVISORY COMMITTEE
PTD	PUBLIC TRANSIT DIVISION
PTSP	PUBLIC TRANSPORTATION SERVICE PROVIDER
QE	QUALIFIED ENTITY
QTR	QUARTER
RAC	RULES ADVISORY COMMITTEE
RC	RIDECARE
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
SUN	SMALL URBAN NETWORK
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
January Board Meeting Minutes
January 25, 2024
Astoria Transit Center**

1. CALL TO ORDER: Chair Debbie Boothe-Schmidt called the meeting to order at 9:00 AM.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL- (0:0:54): Present: Chair Boothe-Schmidt, Vice Chair Tracy MacDonald, Secretary Treasurer Pamela Alegria, Commissioner Charles Withers, Commissioner Rebecca Read, Commissioner Paul Lewicki and Commissioner Guillermo Romero

Staff- Executive Director Craig Johnston, Executive Assistant, Mary Parker, Finance Officer Kelly Smith, Chief Operations Officer Jennifer Geisler and Mobility Manager Jason Jones

4. CHANGES TO AGENDA (01:52)- Chair Boothe-Schmidt proposed that the Audit review be moved from New Business and follow Public Comment.

Commissioner MacDonald moved to approve the change to the agenda.

Commissioner Romero seconded the motion.

Discussion- None

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

7Aye

0 Nay

Motion passed

5. PUBLIC COMMENT- (02:29)
 - a. Kathy Kleczek- Kathy stated that she would like to make a public comment in regard to some of the comments that the Board has made on record and in meetings. Kathy said the previous board was not negligent and was not only able to keep the district out of financial trouble but get them out of financial trouble. Kathy asked the current board to stop looking with the head on the swivel, for somebody else to blame for what happened. She said the board should sit in their own responsibility and stop blaming others. Kathy said that the board have all held their offices for more than one term and have had the opportunity to attend SDAO meetings and seminars to learn what their job is. Kathy asked the board to please stop blaming those that came before you for things that are your responsibility. Kathy said personally she did not appreciate being denigrated, blamed, bullied nor berated by staff or board and added she did a job that was not well described and did it above the needs of what the job required. Kathy said as a board chair she was completely competent and offered help to the board when asked and sometimes when she wasn't asked and asked the board to stop looking for people to blame and take responsibility.
 - b. Gary Chiaravalli- Gary explained that he works in Vocational Rehabilitation in the Astoria area as well as other counties and the staff and the clients they serve rely heavily on public transportation. Gary said he

has been kept aware of some of the challenges that the district has faced and one of these challenges that stuck out was an article in the Astorian about a lack of community partners. Gary said he did not know what the Vocational Rehabilitation program can do but he would like to lend his assistance or support to help in finding solutions. Gary said he wanted SETD to know that they have a great champion in their program and that he has put his contact information in the chat if someone wanted to reach back to him. Gary said he wanted SETD to know that their efforts to build back better are important and we want to champion in that as well. Chair Debbie Boothe-Schmidt thanked Gary and told him that staff would be reaching out to him.

- c. Moved from 11.a. 2022 AUDIT REPORT (04:21)- Paul Nielson, CPA, from Isler CPA, said he was asked to return to the Board Meeting this month, to answer any questions the Board had after they had reviewed the SETD 2022 Audit. Commissioner Withers asked when the 2023 Audit would be completed. Paul said at the end of February. Commissioner Read commented on how the Financial Training by John Dreeszan yesterday included discussion of the 2022 Audit and was very helpful and thanked Paul for work he did on that. Chair Boothe-Schmidt said that one of the things that Paul had found was that the SETD beginning balance for 2022 was about \$85,000, however the board had been told that the beginning balance was \$900,000. Boothe-Schmidt said if the board would have had the 2022 Audit, they would have known the correct number they were starting with so having the audit done before the budget is very important. Paul agreed and said his firm has hired more people that he will be training and that he will be retiring however he will be hired back and working remotely. Commissioner Alegria asked Paul what forms he thought were most important for financial statements. Paul said budget to actual statements and said state law does not really care about the revenue side of things as much making sure you have not exceeded your expenditures. Financial Officer Kelly Smith stated that after receiving the 2022 Audit report she had made the Audit reconciliation and adjustments that Paul needed her to complete to move forward.
- d. SPECIAL REPORT- Executive Director Craig Johnston announced that SETD has suffered the loss of employee Donna Buganan who passed away last week. Johnston said Donna was currently the Accounts payable and Payroll clerk here and was well loved and will be missed. Johnston said even though he had only met Donna one time, just in that one meeting he could tell that Donna was very fiery and shot straight from the hip. Craig said we send our condolences to the family. Following staff comments there was a moment of silence held for Donna.

6. APPROVAL OF THE NOVEMBER/DECEMBER 2023 BOARD MEETING MINUTES-

Commissioner MacDonald moved to approve the November/December 2023 Board minutes.

Commissioner Read seconded the motion.

Discussion- None

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

7 Aye

0 Nay

Motion passed

7. REPORTS FROM COMMISSIONERS (0.19:28)- Monthly updates, activities, trainings, and comments from each Board Commissioner.

8. FINANCIAL REPORT- (0:33:54)

- a. December 2023 Financial Report – Financial Officer Kelly Smith thanked the board for attending the financial training that John Dreeszan presented yesterday. Kelly said she had got things out of it too, so that is helpful. Kelly said that it is going to be good for us going forward to get good information and know some good ways of looking at things and that sort of stuff. Kelly reported that she did not have anything specific on the financials but reported that she had submitted the first quarter reimbursements and explained that the payment on those was contingent on us finishing up a couple of things from the forensic audit. ODOT gave us an extension on those because we did not have a board meeting in December. Kelly asked the Board to look in their board pack for the Balance sheet and the Cash Flow statement. Kelly said the board will be getting those reports going forward. Kelly said hopefully after today ODOT will go through and approve the reimbursements and we should receive them in February. Kelly said she will submit the second quarter in the next couple of weeks however Kelly said we are waiting for updates in OPTIS that ODOT needs to make before we can submit anything. Kelly said she and Jennifer both have vacations coming up, so this has put a crunch in things. Kelly also reported we should be receiving our STIF payment in February which will make our loan payment. Kelly said before any new routes are opened up, she wants to make sure that our funding sources are coming in as scheduled. Kelly said she does not have any new information about Timber Revenue. Kelly said we budgeted for \$250,000 but it will be a big hit in the year 2025. Kelly said she emailed the county to see if they had any idea how much the cut would be but has not heard back. Kelly must have a budget prepared by March to send to ODOT and said she and Craig are going to be taking budget training on-line. Chair Debbie Boothe-Schmidt asked that the Board also be sent the budgeting training information.

9. CONTINUED BUSINESS- (0:50:37)

- a. Bank Signer Updates- Financial Officer Kelly Smith reported that Commissioner Paul Lewicki and Diana Nino need to be removed as signers and Executive Director Craig Johnston and Commissioner Pamela Alegria need to be added as a signer

Chair Debbie Boothe-Schmidt moved to remove Paul Lewicki and Diana Nino as signers and add Executive Director Craig Johnston and Commissioner Pamela Alegria as signers on the SETD bank accounts.

Commissioner Read seconded the motion

Discussion-None

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

7 Aye

0 Nay

Motion passed

- b. ODOT Extension (052.32) – Executive Director Craig Johnston reported that there were 3 requirements of the forensic audit that we had to request extensions on because they could not be completed in December due to there not being a Board meeting.
 #5 was the Finance Director include a Balance Sheet and Cash Flow statement in the monthly financial report starting in December Board Meeting and every month thereafter.
 #6 was the 2022 Audit report
 #7 the Financial Reconciliation to the 2022 Audit report.
 Executive Director Johnston said these were all taken care of at today's meeting and now there is only one requirement left and that is the preparation of the annual SETD Budget for July 24 through July 25th fiscal year 2025.

- c. SDAO Conference-(054:10) There was board discussion about who was going to be attending and who would be using the SDAO Scholarship from SDAO which covers cost of attending the full conference. It was determined that Executive Assistant Mary Parker would use the scholarship. Commissioner Read suggested that the board each take different sessions and report back to the board on it to save on costs. Mary asked if each of the board would send her a copy of the sessions they registered for so far and she would make a chart for the board that could help evaluate if board members were signed up for all sessions.
- d. Board Policy Updates and Approval (100.21) Board Chair Debbie Boothe-Schmidt reported that the Board Policy Committee which consists of herself, Commissioner Read and Secretary Treasurer Pamela Alegria, had met and reviewed and updated many of the existing Board Policies. Several have been submitted for approval by the board today. The Board Policy Committee will be meeting in February and there are more policies that will be presented for approval at the next Board meeting. Chair Boothe-Schmidt reviewed and reviewed the updates made to the following Board Policies: B-101, B-201, B-301, B-302, B-303, B-305, B-401, B-402, B-403, B-701, B-702, B-703, B-802, B-804, B-805 and B-806.

Commissioner Lewicki moved to accept the updated Board Policies as presented
 Commissioner MacDonald seconded the motion
 Discussion-None

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

7 Aye
 0 Nay
 Motion passed

10. NEW BUSINESS

- a. Audit 2022-Review and Reconciliation- Board Chair Moved to 5.c.
- b. Discuss Changing Board Meeting Dates and Time-(1:09:03) Chair Debbie Boothe-Schmidt suggested that the Board consider changing meeting locations and times. There was board discussion about possibly changing locations to Seaside or Cannon Beach a few times a year to reach out to those communities and show commitment to wanting to have public comment. There was also discussion about having different meeting times and possibly having evening meetings a couple times a year so those working could attend. Commissioner Read added that we should try and find out what the public transportation concerns are of the community where we are having the meeting and have that on the agenda. The need to be able to record the meetings on Zoom could be an issue in some locations. Mary will investigate what locations and accommodations that are available in south county and what the costs would be for usage and bring the information back to the next board meeting.
- c. Discuss Monthly Board Trainings- (1:15:21) Chair Debbie Boothe-Schmidt said that we had a work session yesterday, but there is a lot more training the Board would benefit from. Chair Boothe-Schmidt suggested that the Board meet once a month for training and that the training day be a set day and time. Chair Boothe-Schmidt said we could use this for Strategic Planning, and developing New Board Member Training that the RLS report has said we should be doing. Chair Boothe-Schmidt said there is a list of training in the Orientation book that new SETD Board members receive but when she came on the board, she did not receive all the training on the list. There was further board discussion concerning the work sessions being subject specific and that they would be public meetings.

Commissioner MacDonald moved to hold Board Training meetings the second Thursday of the month at 10:00 AM starting in March.
Commissioner Withers seconded the motion.
Discussion- There was discussion about starting the workshops in March.

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

7Aye
0 Nay
Motion Passed

11. CORROSPONDENCE-
a. None

12. EXECUTIVE DIRECTOR REPORT- (2:26:15) Executive Director Johnston presented a new format for his and the team's monthly reports. Craig explained that this format is more uniform and concise and hopes the board finds it easier to read. Craig said any feedback is welcome.

13. LEADERSHIP TEAM REPORTS- Review and discussion of each Team members Monthly Report.

14. ADJOURNMENT

Chair Boothe Schmidt Meeting adjourned meeting at 11:30 AM (2:54:00)

Pamela Alegria Board Secretary Treasurer

Date _____
Mary Parker, Recording Secretary

Sunset Empire Transportation District

Available Balances as of 02/15/2024 (Cash on Hand)

General Checking:	\$ 203,331.79
Payroll Account:	\$ 2,352.26
LGIP:	\$ 1,159,312.93
ODOT Loan Funding:	\$ 201,661.57
STIF:	\$ 694,084.72
Total Funds Available	\$ 2,260,743.27

Monthly (Actual & Projected) Expenditures:

AP Week of 02/01/2024 **Funds are already removed from above numbers**	\$ 24,527.68
AP Week of 02/14/2024 **Funds are already removed from above numbers**	\$ 51,914.15
Payroll 02/09/2024 w/Taxes **Funds are already removed from above numbers**	\$ 49,437.65
Projected Payroll 02/23/2024 w/Taxes	\$ 51,500.00
Total Expenditures	\$ 177,379.48

1/1/2024

Total w/Intereset & Fees:	\$1,021,749.98
Interest Payment:	\$11,749.98
Principle Payment:	\$98,662.05
Balance:	\$911,337.95

Statement of Activity Exceptions:

4605-Other Income:	Overpayment on quarterly fed taxes Refund - Home Depot Scrapped 2 Busses
5203-STIF Funds:	Remaining payment of \$123,700 was received in Feb
5301-5302-ODOT:	Reimbursements were received on 2/13/2024
8105-Uninsured Loss:	Claims from 2021
8171-Vehicle Repair:	Keeping old busses up & running
9040-Debt Service:	Pmt was made in Feb when STIF funds were received
9210-Contingency:	Account is being opened in Feb - updated signers are signing

Follow-up:

Received Q1 Reimbursements on 2/13. Still working on STIF reporting-have been granted an extension for reporting.

Profit & Loss Budget Performance
January 31, 2024

Month 7 = 58% of Annual Budget **Black** = BETTER THAN / **Red** = WORSE THAN

	<u>Month</u> <u>Actual</u>	<u>Month</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Annual</u> <u>Budget</u>	<u>YTD Act to</u> <u>Annual</u> <u>Budget %</u>
<u>Income</u>								
4010 FIXED ROUTE FARES	5,059.71	3,500.00	1,559.71	33,321.68	24,800.00	8,521.68	41,900.00	79.53%
4022 PARATRANSIT FARES	1,098.00	700.00	398.00	9,473.05	5,250.00	4,223.05	8,100.00	116.95%
4110 NW NAVIGATOR	236.25	150.00	86.25	2,503.53	1,200.00	1,303.53	1,850.00	135.33%
4130 OTHER-VENDING	0.00	0.00	0.00	100.99	75.00	25.99	150.00	67.33%
4205 PROPERTY TAXES	20,468.76	5,000.00	15,468.76	1,135,208.18	959,000.00	176,208.18	1,000,000.00	113.52%
4206 PRIOR YEAR TAXES	1,204.34	2,500.00	(1,295.66)	13,827.93	19,500.00	(5,672.07)	24,700.00	55.98%
4207 PROPERTY TAX INTEREST	98.27	35.00	63.27	737.12	230.00	507.12	300.00	245.71%
4210 LAND SALES/US FISH & WILDLIFE	0.00	0.00	0.00	158.45	0.00	158.45	0.00	0.00%
4310 TIMBER SALES	0.00	0.00	0.00	145,805.69	133,000.00	12,805.69	250,000.00	58.32%
4315 MASS TRANSIT ASSESSMENT	24,829.63	22,500.00	2,329.63	94,540.98	67,500.00	27,040.98	90,000.00	105.05%
4410 BILLBOARD LEASE	1,200.00	1,200.00	0.00	1,200.00	1,200.00	0.00	1,200.00	100.00%
4420 PARKING SPACE LEASE	712.50	760.00	(47.50)	4,940.00	5,320.00	(380.00)	9,120.00	54.17%
4425 CHARGING STATION	171.95	0.00	171.95	357.33	75.00	282.33	180.00	198.52%
4505 INTEREST EARNED ON BANK ACCT	5,495.68	650.00	4,845.68	15,528.69	2,675.00	12,853.69	4,000.00	388.22%
4605 OTHER INCOME	5,708.37	100.00	5,608.37	9,510.06	1,150.00	8,360.06	7,500.00	126.80%
5203 OREGON STIF FUNDS	26,779.00	76,192.00	(49,413.00)	858,856.00	801,192.00	57,664.00	876,192.00	98.02%
5301 5311 ADMIN/OPERATIONS	0.00	0.00	0.00	0.00	255,000.00	(255,000.00)	775,022.00	0.00%
5302 5310 MOBILITY MGT/PM	0.00	0.00	0.00	0.00	35,000.00	(35,000.00)	161,594.00	0.00%
Total Income	93,062.46	113,287.00	(20,224.54)	2,326,069.68	2,312,167.00	13,902.68	3,251,808.00	71.53%

	<u>Month</u> <u>Actual</u>	<u>Month</u> <u>Budget</u>	<u>Variance</u>	<u>Y-T-D</u> <u>Actual</u>	<u>Y-T-D</u> <u>Budget</u>	<u>Variance</u>	<u>Annual</u> <u>Budget</u>	<u>YTD Act to</u> <u>Annual</u> <u>Budget %</u>
<u>Expenses</u>								
6010 WAGES	97,319.11	128,500.00	31,180.89	631,488.11	701,500.00	70,011.89	1,300,000.00	48.58%
6111 TAXES	11,741.78	22,625.00	10,883.22	74,338.00	103,595.00	29,257.00	216,720.00	34.30%
6210 BENEFITS	26,282.97	27,700.00	1,417.03	163,835.09	154,900.00	(8,935.09)	301,000.00	54.43%
SUB TOTAL WAGES/TAXES/BENEFITS	135,343.86	178,825.00	43,481.14	869,661.20	959,995.00	90,333.80	1,817,720.00	47.84%
8000 AUDIT	0.00	20,000.00	20,000.00	29,000.00	32,000.00	3,000.00	40,000.00	72.50%
8001 PROFESSIONAL SERVICES	0.00	2,000.00	2,000.00	47,617.00	38,000.00	(9,617.00)	50,000.00	95.23%
8002 LEGAL COUNSEL	0.00	5,000.00	5,000.00	13,404.55	11,750.00	(1,654.55)	20,000.00	67.02%
8003 BANK/MERCHANT SERVICES	99.24	175.00	75.76	651.66	1,125.00	473.34	2,000.00	32.58%
8010 EQUIP LEASE/RENT	201.80	480.00	278.20	1,412.60	2,500.00	1,087.40	5,000.00	28.25%
8015 COMP/FURNITURE/DURABLE GOODS	0.00	400.00	400.00	460.37	5,500.00	5,039.63	7,500.00	6.14%
8020 B&M	1,497.49	3,200.00	1,702.51	16,655.35	20,200.00	3,544.65	35,000.00	47.59%
8023 BUILDING LEASE	158.00	175.00	17.00	1,106.00	1,125.00	19.00	2,000.00	55.30%
8031 ONLINE SUB/IT SERVICES	4,998.96	9,100.00	4,101.04	57,131.87	64,700.00	7,568.13	110,000.00	51.94%
8040 TELEPHONE/INTERNET	2,751.19	2,200.00	(551.19)	18,810.09	15,600.00	(3,210.09)	26,000.00	72.35%
8041 UTILITIES	2,050.90	2,700.00	649.10	17,216.68	16,650.00	(566.68)	28,000.00	61.49%
8050 HR/EMPLOYEE RECOGNITION	654.09	1,120.00	465.91	5,689.45	10,310.00	4,620.55	13,500.00	42.14%
8060 CONF REGISTRATION FEES	0.00	150.00	150.00	0.00	250.00	250.00	2,100.00	0.00%
8060 TRAVEL/TRAINING	0.00	150.00	150.00	1,173.95	1,000.00	(173.95)	5,000.00	23.48%
8080 OUTREACH/PRINTING	1,169.21	1,350.00	180.79	3,506.20	8,400.00	4,893.80	16,500.00	21.25%
8090 DUES, SUBSCRIPTIONS	347.69	2,000.00	1,652.31	13,381.87	15,800.00	2,418.13	24,000.00	55.76%
8091 IGA-DUES	0.00	3,000.00	3,000.00	9,000.00	9,000.00	0.00	12,000.00	75.00%
8092 FEES/TAXES/LICENSES	0.00	250.00	250.00	454.93	1,250.00	795.07	2,000.00	22.75%
8100 INSURANCE	26,782.92	47,500.00	20,717.08	48,006.22	69,000.00	20,993.78	105,000.00	45.72%
8105 UNINSURED LOSS	8,325.19	1,500.00	(6,825.19)	9,325.19	8,000.00	(1,325.19)	15,000.00	62.17%
8110 LEGAL ADS	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00%
8112 MEETING EXPENSE	95.52	25.00	(70.52)	531.29	425.00	(106.29)	500.00	106.26%
8116 OFFICE SUPPLIES	734.55	750.00	15.45	4,050.06	5,100.00	1,049.94	9,000.00	45.00%
8170 FUEL	8,409.33	8,300.00	(109.33)	58,356.44	57,500.00	(856.44)	100,000.00	58.36%
8171 VEHICLE REPAIR/OUTSIDE SERVICES	10,459.46	4,800.00	(5,659.46)	36,129.42	43,050.00	6,920.58	75,000.00	48.17%
8180 SHOP SUPPLIES	12.97	500.00	487.03	237.36	2,700.00	2,462.64	5,000.00	4.75%
SUB TOTAL MATERIALS/SERVICES	68,748.51	116,825.00	48,076.49	393,308.55	440,935.00	47,626.45	711,100.00	55.31%

	<u>Month</u>	<u>Month</u>		<u>Y-T-D</u>	<u>Y-T-D</u>		<u>Annual</u>	<u>YTD Act to</u> <u>Annual</u>
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Budget</u>	<u>Budget %</u>
9040 DEBT SERVICE & INT FEES	0.00	77,500.00	77,500.00	109,870.00	232,500.00	122,630.00	310,000.00	35.44%
9210 CONTINGENCY	0.00	0.00	0.00	0.00	350,000.00	350,000.00	415,088.00	0.00%
Total Expenses	204,092.37	373,000.00	168,907.63	1,372,839.75	1,983,180.00	610,340.25	3,251,808.00	42.22%

Consolidated Balance Sheet January 31, 2024
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This Year

Assets

1010 OVER/UNDER	(26.75)
1020 GENERAL CHECKING LC BANK	61,386.01
1030 LGIP - GENERAL FUND	1,209,312.93
1040 PAYROLL ACCOUNT LC BANK	27,630.23
1055 STIF LC BANK	570,384.72
1060 ODOT LOAN LC BANK	201,661.57
1095 CASH RECEIPTS CLEARING SYSTEM	(91.45)
1099 EFT CLEARING SYSTEM	(2,325.17)
1210 ACCOUNTS RECEIVABLE SYSTEM	6,190.56
1215 GRANTS RECEIVABLE	672,498.73
1219 ACCOUNTS RECEIVABLE OTHER	(13,321.66)
1250 PROPERTY TAX RECEIVABLES	42,491.00
1251 PASS TRANSIT RECEIVABLES	(200.00)
1410 PREPAID EXP	(12,415.55)
Total Assets	<u>2,763,175.17</u>

Liabilities and Net Assets

2010 ACCOUNTS PAYABLE SYSTEM	68,868.08
2019 ACCOUNTS PAYABLE OTHER	(327.32)
2050 CREDIT CARD PAYABLE	213,238.32
2059 CREDIT CARD PAYMENT CLEARING	(211,383.85)
2060 PAYABLE TO NWN	(3,761.92)
2099 A/P CONVERSION	(16,585.46)
2100 ACCRUED LABOR SYSTEM	(29,032.97)
2705 DEFERRED REVENUE	42,491.00
2805 ODOT LOAN	<u>1,000,000.00</u>
Total Liabilities	1,063,505.88
3000 FUND BALANCE	735,664.99
Change in Net Assets	<u>964,004.30</u>
Total Net Assets	<u>1,699,669.29</u>
Total Liabilities and Net Assets	<u>2,763,175.17</u>

SUNSET EMPIRE TRANSPORTATION DISTRICT
A/R Aging as of 01/31/2024

<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>
[6009] ALLSTATE INSURANCE AGENCY	1/31/2024	1843	1/01/2024	Jan 2024 Parking Spaces #3- 5	142.50	0.00	0.00	0.00	142.50
[6112] HOMESPUN QUILTS	12/31/2023	1827	12/01/2023	Dec 2023 Parking-Spaces #8 & 9	0.00	95.00	0.00	0.00	95.00
[6112] HOMESPUN QUILTS	1/31/2024	1846	1/01/2024	Jan 2024 Parking Spaces # 8 & 9	95.00	0.00	0.00	0.00	95.00
[6120] ISN	1/31/2024	1851	1/01/2024	Jan 2024 Bus Passes	100.00	0.00	0.00	0.00	100.00
[6162] OREGON EMPLOYMENT DEPT	12/31/2023	1838	12/01/2023	Nov Bus Passes-Astoria STEP	0.00	60.00	0.00	0.00	60.00
[6162] OREGON EMPLOYMENT DEPT	1/31/2024	1839	1/01/2024	Dec Bus Passes-Astoria STEP	140.00	0.00	0.00	0.00	140.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	8/31/2023	1800	8/01/2023	Jul 2023 Bus Passes	0.00	0.00	0.00	200.00	200.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	5/31/2023	1801	5/01/2023	Apr 2023 Bus Passes	0.00	0.00	0.00	100.00	100.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/01/2023	1802	6/01/2023	May 2023 Bus Passes	0.00	0.00	0.00	20.00	20.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/31/2023	1803	7/01/2023	Jun 2023 Bus Passes	0.00	0.00	0.00	260.00	260.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	12/01/2023	1817	11/01/2023	Oct 2023 Bus Passes	0.00	0.00	100.00	0.00	100.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	12/31/2023	1830	12/01/2023	Nov 2023 Bus Passes	0.00	140.00	0.00	0.00	140.00

[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	1/31/2024	1842	1/01/2024	Dec 2023 Bus Passes	180.00	0.00	0.00	0.00	180.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	11/30/2023	1853	10/31/2023	MED BILLING 10/01- 10/31/2023	0.00	0.00	202.00	0.00	202.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	12/30/2023	1854	11/30/2023	MED BILLING 11/01- 11/30/2023	0.00	0.00	103.00	0.00	103.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	1/30/2024	1855	12/31/2023	MED BILLING 12/01- 12/31/2023	0.00	324.00	0.00	0.00	324.00
[6245] ZSCHOCHE, LENA	1/11/2024	1850	1/01/2024	Jan 2024 Parking-Space #13	0.00	47.50	0.00	0.00	47.50
Total					657.50	666.50	405.00	580.00	2,309.00

SUNSET EMPIRE TRANSPORTATION DISTRICT
AP Aging as of 01/31/2024

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Due Date</u>	<u>Description</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>
[6015] ASTORIA FORD									
1/27/2024	5070810	2/26/2024	ODOT/MOULding Bus 1701	34.11	34.11	34.11	0.00	0.00	0.00
[6048] CITY OF WARRENTON									
1/31/2024	001638-000 01312024	2/29/2024	JAN 2024 WATER SRV -OPS	334.46	334.46	334.46	0.00	0.00	0.00
[6579] HAGLUND KELLEY LLP									
12/31/2023	12312023	2/13/2024	LEGAL ADVIICE -ACCT #14674.001	6,839.55	6,839.55	0.00	6,839.55	0.00	0.00
[6119] IRON MOUNTAIN									
1/31/2024	JDBJ044	3/01/2024	12/27/2023-01/23/2024 - SHREDDING SRV	214.07	214.07	214.07	0.00	0.00	0.00
[6121] JACKSON & SON OIL INC									
1/31/2024	103164	3/01/2024	JAN 2024 -FUEL	1,837.46	1,837.46	1,837.46	0.00	0.00	0.00
[6147] NW COMMUNITY ALLIANCE									
1/31/2024	914674	2/01/2024	JAN 2024 -BUS SHELTER CLEANING	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
[6193] SDIS									
1/12/2024	2024-01	2/11/2024	Pay period ending 1/06/2024,DentalBen,LTDBe n,LifeBen,MedicalBen,STDBe n,DentalDed	12,749.05	12,749.05	0.00	12,749.05	0.00	0.00
1/26/2024	2024-02	2/25/2024	Pay period ending 1/20/2024,DentalBen,Medica IBen,DentalDed	11,218.32	11,218.32	11,218.32	0.00	0.00	0.00

[6630] TRIANGLE TOWING

1/20/2024	87793	2/19/2024 TOWING -Bus 2004	400.00	400.00	400.00	0.00	0.00	0.00
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[6237] WILCOX & FLEGEL

1/31/2024	CL14541	2/13/2024 JAN 2024 -FUEL	6,571.87	6,571.87	0.00	6,571.87	0.00	0.00
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Report Total

41,198.89	41,198.89	14,038.42	27,160.47	0.00	0.00
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SUNSET EMPIRE TRANSPORTATION DISTRICT
Check Listing as of 01/31/2024

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
22888	1/17/2024	[6001] ACCUFUND INC - Invoices 20233328, 20240024	IT SERVICES/CONTRACTS IT SERVICES/CONTRACTS	5535.00 40.00	5,575.00
22893	1/17/2024	[6031] BROWN & BROWN - 2024 - ANNUAL CYBER POLICY RENEWAL W17849241001	CYBER	5933.17	5,933.17
22908	1/17/2024	[6193] SDIS - Invoices 2023-24, 2023-25, 2023- 26, MED01012024	BENEFITS MEDICAL SDIS	34913.03	34,913.03
22909	1/17/2024	[6193] SDIS - QUARTERLY INSURANCE - Liability, Property, Auto, General	AUTO GENERAL LIABILITY PROPERTY	4817.25 11990.50 4042.00	20,849.75
22910	1/17/2024	[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT - Invoices AR320, AR327	IGA-DUES	6000	6,000.00
22913	1/17/2024	[6237] WILCOX & FLEGEL - 12/2023 -FUEL	FUEL FUEL FUEL	645.73 1594.17 5261.99	7,501.89
Total Checks					80,772.84

SUNSET EMPIRE TRANSPORTATION DISTRICT

Reconciliation - CREDIT CARD

Run: 2/15/2024 @ 12:36 PM

Page: 1

Closing Balance from Previous Statement.....	1/08/2024	-1,031.01
0 Deposits and Other Additions Totaling.....		0.00
27 Checks and Other Withdrawals Totaling.....		2,660.56
1 Adjustments Totaling.....		1,031.01
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....		0.00
Closing Balance for this Statement.....	2/06/2024	-2,660.56
Difference.....		0.00
Cash Balance from General Ledger.....	2/06/2024	-204,976.90
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		-204,976.90

Date	Check	To	Check Description	Amount
✓ 1/09/2024	0000269	ODOJ	PARKER -GEN/PUBLIC	50.00
✓ 1/09/2024	0000284	AMAZON	RECORDS/MEETING MANUAL -ADMN	75.99
✓ 1/09/2024	0001209	CHEFSTORE	JONES -ODOT-MM/HI-VIZ DRAWSTRING	26.39
✓ 1/09/2024	0001209	FRED MEYER	BAGS (OUTREACH) OPS	54.99
✓ 1/09/2024	0001365	HARBOR FREIGHT	FARMER -GEN/DRIVER ROOM SUPPLIES	164.98
✓ 1/09/2024	0001365	HARBOR FREIGHT	(COFFEE) OPS	9.99
✓ 1/16/2024	0000269	ADOBE ACROBAT	FARMER -GEN/RETIREMENT PARTY (BK)	12.99
✓ 1/17/2024	0000269	AMAZON	OPS	324.93
✓ 1/17/2024	0000269	AMAZON	GEISLER -ODOT/SUMP PUMP HOSE -	239.98
✓ 1/17/2024	0000269	AMAZON	SHOP	321.93
✓ 1/19/2024	0001365	ADOBE ACROBAT	GEISLER -ODOT/CABLE TIES -SHOP	19.99
✓ 1/19/2024	0001365	CHEFSTORE	PARKER -GEN/MONTHLY CHARGES -	36.48
✓ 1/22/2024	0000284	AMAZON	ADMN	75.97
✓ 1/24/2024	0000269	SAFEGWAY	PARKER -ODOT/DRAWSTRING	74.76
✓ 1/26/2024	0000284	FRED MEYER	BACKPACKS (OUTREACH) TC	20.76
✓ 1/28/2024	0000269	OFFICE DEPOT	PARKER -ODOT/SAFETY	101.34
✓ 1/29/2024	0000284	COSTCO WHOLESALE	VEST/REFLECTIV VEST/KNIT HATS	80.41
✓ 1/31/2024	0001365	MOUSER ELECTRONICS INC	(OUTREACH) TC	58.83
✓ 1/31/2024	0001365	NEW FLYER -MCI SERVICE PARTS	PARKER -ODOT/CHILD SAFETY	294.73
✓ 2/01/2024	0000269	WALMART	VEST/KNIT HATS (OUTREACH) TC	125.82
✓ 2/01/2024	0000269	WALMART	GEISLER -GEN/MONTHLY CHARGES -	35.82
✓ 2/01/2024	0000284	HOME DEPOT CREDIT SERVICES	OPS	19.80
✓ 2/03/2024	0000284	ZOOM	GEISLER -GEN/DRIVER ROOM SUPPLIES	240.00
✓ 2/04/2024	0000269	FRED MEYER	(COFFEE/POPCORN) -OPS	70.00
✓ 2/05/2024	0001209	CCSO	JONES -ODOT-MM/TRAVEL TRAINING	26.13
			BAG ITEMS (OUTREACH) OPS	
			PARKER -GEN/REFRESHMENTS (SETD	
			BOARD MEETING) TC	
			JONES -GEN/REFRESHMENTS (SETD	
			BOARD MEETING) TC	
			PARKER -GEN/LEAFLET/SIGN	
			HOLDER/CARD/LSR/TENT -TC	
			JONES -ODOT-MM/EVENT SNACKS	
			(PROJECT HOMELESS CONNECT) OPS	
			GEISLER -ODOT/PARTS -Bus 1802	
			GEISLER -ODOT/EXTERIOR MIRROR -Bus	
			2002	
			PARKER -ODOT/PONCHOS (OUTREACH)	
			TC	
			PARKER -ODOT/GLOVES/HATS	
			(OUTREACH) TC	
			JONES -ODOT-MM/STORAGE BOXES	
			(OUTREACH) OPS	
			JONES -GEN/MONTHLY CHARGE -ADMN	
			PARKER -ODOT/GIFT CARDS	
			(OUTREACH) TC	
			FARMER -ODOT/BACKGROUND CK -OPS	
			(LH)	

✓ 2/05/2024	0001209	CCSO	FARMER -ODOT/BACKGROUND CK -PARA (PM)	26.13
✓ 2/20/2024	0000284	AMAZON	JONES -ODOT-MM/TABLE & COVER (OUTREACH) OPS	71.42
Total Unmarked Checks:			0.00	
			Total Checks:	2,660.56
Date	Reference	Adjustment Description		Amount
✓ 1/17/2024	0022894	Payment made from Gen. Ck for Statement Ending 01/08/2024		1,031.01
			Total Adjustments:	1,031.01

Sunset Empire Transportation District

Cash Flow Projection

Updated February 15, 2024

	Actual Dec 2023	Actual Jan 2024	Projected Feb 2024	Projected Mar 2024	Projected Apr 2024	Projected May 2024	Projected Jun 2024
Beginning Cash	2,284,551	2,273,176	2,162,146	1,913,564	1,962,500	1,780,425	1,618,895
Sources of funds:							
Fares	7,236	6,158	4,050	3,900	3,700	4,000	4,300
STIF Funding	194,185	26,779	-	-	75,000	-	-
ODOT Grant Reimbursements	-	-	221,688	316,594	-	-	330,022
Mass Transit Assessment	-	24,830	-	-	22,500	-	-
Property Taxes	14,701	21,771	11,520	9,015	8,710	10,505	6,520
Timber Revenue	-	-	75,000	-	-	42,000	-
Other	7,870	13,525	7,060	1,465	1,260	1,235	1,285
Total Sources	223,992	93,062	319,318	330,974	111,170	57,740	342,127
Uses of funds:							
Wages/Taxes/Benefits	130,790	135,344	169,575	172,075	169,925	176,075	170,075
Materials & Services	41,208	68,749	48,325	44,875	45,820	43,195	86,100
Debt Services	63,370	-	-	-	77,500	-	-
Capital	-	-	-	-	-	-	-
Contingency	-	-	350,000	65,088	-	-	-
Total Uses	235,368	204,092	567,900	282,038	293,245	219,270	256,175
Ending Cash	2,273,176	2,162,146	1,913,564	1,962,500	1,780,425	1,618,895	1,704,847

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners FINANCE AND BUDGET MANAGEMENT		Policy # B-801	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

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POLICY:

The Sunset Empire Transportation District (SETD) Board of Commissioners (BOC) shall designate the Executive Director to be responsible for the financial management of the District. The Executive Director will ensure compliance with all Federal, State and local laws and regulations.

The Executive Director shall be responsible for development and maintenance of operational procedures regarding financial planning; budget; revenue and expenditures. The District shall adhere to the standards set forth by the Governmental Accounting Standards Board.

The adopted budget document shall serve as the financial plan of operation and provide guidelines for carrying out the goals and objectives of the District as stated in the Strategic Plan.

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners ADMINISTRATION OF THE BUDGET		Policy # B-803	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

1. The adopted budget is the financial plan developed to carry out the programs supporting the SETD goals objectives.
2. The Executive Director and the Financial Officer will provide financial reports on a monthly basis showing comparison of revenues and expenditures with budgeted appropriations.
3. The Board Of Commissioners must authorize all transfers of appropriations from one fund to another or within a fund through either a board resolution or the adoption of a supplemental budget.
4. In the event of an emergency or natural disaster, it may be necessary to respond quickly in order to protect public health or safety. In such cases, any expenditures or loans made outside the budget will be authorized by the Board of Commissioners through an emergency resolution, or emergency written order by Executive Director or his/her designee.

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SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners AUDIT		Policy # B-807	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

- 1. The Executive Director will cooperate with the auditor designated by the BOC to accomplish the annual audit.
- 2. The Executive Director shall be responsible for filing the audit report with the office of the Secretary of State.
- 3. The BOC will receive the audit report directly from the auditors.
- 4. The Executive Director shall be responsible to correct any deficiencies reported by the auditors.

DRAFT

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners ASSETS		Policy # B-808	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

1. To ensure an adequate level of insurance, the District shall maintain an appraisal and inventory of all SETD buildings, improvements, fixtures and contents.
2. The District will dispose of surplus property in an appropriate manner that will insure the highest return allowed by regulations.
3. The District will notify the insurance company of any change of status or disposal of assets so deletions and adjustments can be made to the insurance policy.

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners DISTRICT CREDIT CARDS		Policy # B-809	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

The District will issue credit cards to improve purchasing efficiencies and reduce costs.

- 1. The BOC will approve purchasing limits and overall debt limits for District credit cards.
- 2. The Executive Director will develop, implement, and maintain procedures for the use and control of District credit cards.

SUNSET EMPIRE TRANSPORTATION DISTRICT
EMPLOYEE CREDIT CARD HOLDER AGREEMENT

Employee Name:

Credit Card:

Credit Card #:

Expiration Date:

As a listed MasterCard holder of Sunset Empire Transportation District, I agree to adhere to the following procedures when making purchases with the District credit card (CC).

- 1 Materials and Services Purchases: **Prior to purchase**, submit a complete Purchase Order to the Executive Director or Chief Operations Officer for signature for all materials and services including any conference fees and travel related costs.
- 2 Purchases Receipts- retain a paper copy of all CC purchase receipts and submit them in an envelope with your name on it to the Finance Department on at least a weekly basis
Submitted receipts must include the following written information:
 - Department name for which expense was incurred
 - Items purchased
 - Brief description of what the purchase was for
- 3 Lost Purchase receipts- A "Lost Receipt Report" must be completed and signed by your supervisor and then turned into the Finance Department.
- 4 If Lost Receipt Report is used more than once in a 3-month period, your card will be held by the finance officer and you will have to check it out to use it and return it with a receipt.
- 5 Lost or Stolen Card- if your CC is lost, stolen or damaged you need to immediately report it to the Credit Card Company and to the Finance Department.

I understand that I will be held personally responsible for any misuse of, or unauthorized purchases made with the CC and such purchases, and any related fees may be deducted from my pay. I also understand that not following the above stated procedures and/or misuse of the CC may result in discipline up to or include termination.

Employee Signature

Date

Executive Director Signature

Date

Original document to personnel file, copy to file with credit card agreement and copy to employee.

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners PUBLIC RECORDS		Policy # B-810	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

1. The District shall comply fully with Oregon Public Records Law (ORS 192.001 to 192.505)
2. The Executive Director will appoint a Records Specialist to be the contact for records requests and oversee the policy and procedures of ensuring the district records management complies with the Oregon Public Records Law.
3. The BOC will approve a fee schedule which will set fees for:
 - a. Copies of public records
 - b. Certified copies
 - c. Copies of sound recordings
 - d. Copies of maps and other nonstandard documents
 - e. Research
 - f. Additional charges
4. Reduced fee or free copies may be authorized by the BOC or the Executive Director if it is determined to be in the public's best interest.
5. The fee schedule is available upon request from the Records Specialist
6. At no time shall an original record of the District be removed from the District's premises except upon authorization by the BOC or for archiving purposes and approved by the Executive Director.
7. On site review of original records can be made if designated fees are paid in advance and a District representative is present. Charges for such a representative's time will be the same as "research" above.
8. Any person attempting to alter, remove or destroy District records shall have their review immediately suspended. The District's attorney shall be immediately notified of the action which has occurred.

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners BOARD REIMBURSEMENT		Policy #	Date Approved
		B-811	
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

PURPOSE:

To authorize allocations of funds in the budget to provide financial reimbursement of Board of Commissioner's (BOC) members who attend seminars, classes and other meetings in order to better serve the transit district as well as further educate themselves regarding transit and /or special districts.

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POLICY:

SETD will reimburse Board members for meals, room and mileage, as appropriate, for travel and attendance at District related events which are approved by the Board. Reimbursements will be made in compliance with the Per Diem schedule administered by the Oregon Department of Administrative Services Accounting Manual's Statewide Travel Policy 40.10.00.

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The Executive Director will develop and maintain an operating policy guiding staff reimbursement.

PROCEDURE:

1. Prior to final approval of the annual budget, the BOC will determine which seminars, conferences and meetings will be considered the most beneficial for attendance by Board members so that adequate funds are included in the budget.
2. The BOC will recommend the maximum number of Commissioners that will be authorized to attend each event based on available funding.
3. The District will make arrangements for hotel accommodations, when necessary, in order to obtain any available discounts. Due to limited credit lines on District credit cards, staff need to obtain credit/debit card information from Commissioners traveling to purchase lodging. Individuals who choose to arrange their own accommodations will receive reimbursement equal to the discounted prices.
4. The BOC must pay for their meals and incidental hotel charges. Reimbursement for each meal will not exceed the Per Diem amount discussed above. The current Oregon Per Diem and Incidental Expense rate will be provided to Board members prior to trips.
5. Carpooling is encouraged. If the travel involves air travel, staff will make the arrangements. Due to limited credit lines on District credit cards, staff will need to obtain credit/debit card information from Commissioners that are traveling to purchase the airline tickets. Reimbursement of charges will be made after travel is completed whether staff or a Board member made the reservations.

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6. Conferences attended other than those listed will be approved and reimbursed as funding allows. Attendance for all conferences or meetings as a representative of SETD shall be approved by the Board.

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SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners EXECUTIVE DIRECTOR SIGNING AUTHORITY		Policy # B-815	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

Pursuant to Sunset Empire Transportation District Ordinance #2018-01, the Board of Commissioners authorizes the Executive Director to sign contracts and agreements on behalf of Sunset Empire Transportation District that do not exceed a total commitment of \$10,000 and are within budget constraints. The Sunset Empire Transportation District Board of Commissioners will be notified at the next regular Board meeting of any contracts signed. Any contract or agreement in excess of \$10,000 will be brought before the Sunset Empire Transportation District Board of Commissioners for approval.

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners EXECUTIVE DIRECTOR VACANCY INTERIM PLAN		Policy # B-816	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

In the event the Executive Director position becomes vacant the Sunset Empire Transportation District Board of Commissioners shall require that all existing District contracts or agreements under \$5,000 will be approved with dual signatures from the Sunset Empire Transportation District Board Chair or Board designee as one signature and the Chief Operations Officer as the second signature. The Sunset Empire Transportation District Board will be notified of any contract renewals or signings that are signed at the next regular Board meeting. All new Sunset Empire Transportation District contracts or agreements above \$5,000 will require Board approval before signing.

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SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners TIMBER REVENUE		Policy # B-817	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

POLICY:

When the timber revenue receipts exceed the budgeted amount, the Sunset Empire Transportation District (SETD) Board of Commissioners may utilize timber revenues in excess of the budgeted amount to:

- a. pay down long-term interest-bearing debt obligations.
- b. fund special projects identified by staff.
- c. be transferred to the Capital Reserve Fund
- d. be included in the ending General Fund balance.
- e. any combination of (a) through (d)

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners EQUIPMENT USE POLICY		Policy # B-901	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

PURPOSE:

To provide guidelines for the District's Board of Commissioners (BOC) and Employees regarding the use of District-owned equipment for non-District purposes.

POLICY:

District Commissioners and employees are permitted limited use of District owned equipment for personal use if such use does not interfere with official business and involves minimal additional expense to the District. This limited personal use of District office equipment should take place during the employee's non-work time. This privilege to use District owned-equipment for non-District purposes may be redefined at any time by the BOC.

This policy also applies to contractors, interns, volunteers and other non-District employees through incorporation by reference in contracts or memorandums of agreement as conditions for using District owned equipment and space.

APPLICATION:

The Policy applies to the District's BOC, employees, contractors, interns, and volunteers.

ATTACHMENT A:

1. DEFINITIONS AND PROCEDURES

ATTACHMENT B:

1. COMPUTER/NETWORK ACCEPTABLE USE POLICY

SUNSET EMPIRE TRANSPORTATION DISTRICT Board of Commissioners EQUIPMENT USE POLICY DEFINITIONS ATTACHMENT A		Policy # B-901	Date Approved
		Board Chair Signature	
Reviewed	Date	Reviewed	Date
Reviewed	Date	Reviewed	Date

ACCOMPANYING DEFINITIONS AND PROCEDURES

DEFINITION:

District-owned equipment includes, but is not limited to: personal computers and related peripheral equipment and software, tablets, telephones, facsimile machines, audio/visual devices, photocopiers, office supplies, Internet connectivity and access to internet services, email and vehicles.

- 1) **Minimal additional expense** means that employee's personal use of District owned equipment is limited to those situations where the District is already providing equipment and the employee's use of such equipment will not result in any additional expense to the government or the use will result in only normal wear and tear or the use of small amounts of electricity, ink, toner or paper.
- 2) **Employee non-work time** means times when the employee is not otherwise expected to be addressing official business. Employees may for example - use government owned equipment during their own off-duty hours such as before or after workday lunch periods, authorized breaks, weekends or holidays.
- 3) **Personal use** means activity that is conducted for purposes other than accomplishing official or otherwise authorized activity.
- 4) **Information technology** means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement control, display, switching, interchange, transmission or reception of data or information.

PROCEDURE:

Specific Provisions on Use of Equipment and Services

- 1) Employees are authorized limited personal use of District owned equipment. This personal use must not result in loss of employee productivity or interference with official duties.
- 2) Moreover, such use should incur only minimal additional expense to the District in areas such as:
 - a) Communications infrastructure costs; e.g., telephone charges, telecommunications traffic, etc.;
 - a) Use of consumables in limited amounts ; e.g., paper, ink, toner, etc.;

- b) General wear and tear on equipment;
- c) Data usage and storage;
- d) Transmission and network impacts.

Inappropriate Personal Uses

- 1) Employees are expected to conduct themselves professionally in the workplace and to refrain from using District owned equipment for activities that are inappropriate. Misuse or inappropriate personal use of District owned equipment includes, but is not limited to:
 - a) Any personal use that could cause congestion, delay or disruption of service to any District system or equipment.
 - b) The creation, copying, transmission or retransmission of chain letters or other unauthorized mass mailings regardless of the subject matter.
 - c) Using District owned equipment for activities that are illegal, inappropriate or offensive to fellow employees or the public. Such activities include, but are not limited to: hate speech, or material that ridicules others on the basis of race, creed, religion, color, sex, disability, national origin, or sexual orientation.
 - d) The creation, download, viewing, storage, copying or transmission of sexually explicit or sexually oriented materials.
 - e) The creation, download, viewing, storage, copying or transmission of materials related to illegal gambling, illegal weapons, terrorist activities and any other illegal activities or activities otherwise prohibited, etc.
 - f) Use for commercial purposes or in support of "for-profit" or "non-profit" activities or in support of other outside employment or business activity (e.g. consulting for pay, sales or administration of business transactions, sale of goods or services).
 - g) Engaging in any outside fund-raising activity, endorsing any product or service, participating in any lobbying activity or engaging in any prohibited partisan political activity.
 - h) Use for posting agency information to external newsgroups, bulletin boards or other public forums without authority. This includes any use that could create the perception that the communication was made in one's official capacity as a District Commissioner or employee, unless appropriate approval has been obtained.
 - i) Any use that could generate more than minimal additional expense to the District.
 - j) Downloading of any software or applications that may harm or conflict with District equipment and/or software.
 - k) The unauthorized acquisition, use, reproduction, transmission or distribution of any controlled information including computer software and data that includes privacy information, copyrighted, trademarked or material with other intellectual property rights (beyond fair use), proprietary data, or export controlled software or data.

Proper Representation

It is the responsibility of Commissioners and employees to ensure that they are not giving the false impression that they are acting in an official capacity when they are using District owned equipment for non- District purposes. If there is expectation that such a personal use could be interpreted to represent an agency, then an adequate disclaimer must be used. One acceptable disclaimer is – *“The contents of this message are mine personally and do not reflect any position of the District.”*

Privacy Expectations

- 1) District Commissioners and employees do not have a right, nor should they have an expectation of privacy while using any District owned equipment at any time, including accessing the Internet and using email. To the extent that employees wish that their private activities remain private, they should avoid using the District’s equipment such as their computer, the internet, phone or email. By using District equipment, Commissioners and employees imply their consent to disclosing the contents of any files or information maintained or that passes through District equipment.
- 2) By using this equipment, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet, using email and phones. Any use of District communications resources is made with the understanding that such use is generally not secure, is not private and is not anonymous.
- 3) System managers do employ monitoring tools to detect improper use. Electronic communications may be disclosed to employees who have a need to know in the performance of their duties. District officials, such as system managers and supervisors, may access any electronic communications.

G. Sanctions for Misuse

Unauthorized or improper use of District owned equipment could result in loss of use or limitations on use of equipment, disciplinary or adverse actions, criminal penalties and/or employees being held financially liable for the cost of improper use.



Sunset Empire Transportation District Proposed Budget Committee Meetings Fiscal Year 2025

#1 Budget Committee Meeting	May 2, 2024	10:00 am to 3:00 pm
#2 Budget Committee Meeting Following Board Meeting	May 23, 2024	11:00 am to 3:00 pm
#3 Budget Committee Meeting If needed.	June 6, 2024	10:00 am to 3:00 pm

Here it comes again...seems like we just finished up with the 2024 Budget!
Once we have the dates set, I will contact the Budget Committee and see how
many will be available.
Thank you!

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 **June 29, 2023** 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, 2027** (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. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). 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.oregon.gov, 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. Indemnification.

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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.

- j. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **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:

Craig Johnston_SETD
900 Marine Drive
Astoria, OR 97103
1 (503) 861-5399
cjohnston@ridethebus.org

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 02/21/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

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

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5339(b) Sunset Empire Transportation District 35398				
P-21-3725-01 Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$720,000.00	\$612,000.00	\$108,000.00	Local
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 4 transit vehicles as follows: useful life - 5 years and 150,000 miles; approximate length - 22 feet; estimated number of seats - 12-16; estimated number of ADA securement stations - 2; fuel type - gasoline.

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, 2023.

Estimated delivery date: June 30, 2027.

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

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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.

2. TYPES AND AMOUNTS.

a. 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.**

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. "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.

3. 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.**

4. 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

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. 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 Agency. 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-insured retention and self-insurance, if any.

b. 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.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain 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 project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. 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).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. 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.



SUNSET EMPIRE TRANSPORTATION DISTRICT

***BOARD OF DIRECTORS MEETING
FEBRUARY 2024***



SUNSET EMPIRE TRANSPORTATION DISTRICT

EXECUTIVE DIRECTOR REPORT

Managing Resources

- Workforce: Hiring New TSS for Warrenton Ops. 1 more driver(Penny) called back into service and new facilities/bus cleaner(Lauren) hired.
- Procurement: Four Category D bus grant approved by ODOT with commitment of **local funds** for match.
- Internal Controls: Fraud training at SDAO conference.
- KEY POINT: Trust is not an internal control. Immediate change to have bank statements also sent to Board Treasurer.

Leading People

- Communication: Gearhart City Council Presentation - FEB 7
- Upcoming Presentations: Warrenton City Council - FEB 27
Clatsop County Comm. - FEB 28
Cannon Beach City Coun. - MAR 6
- Quality of Life: All Staff Meeting on Feb 20. Pizza and Salad provided for all employees. Update on SETD.
- Employee of the Quarter being implemented for 1st Quarter 24

Improving the Organization

Strategic alignment:

Reestablished FEDERAL FUNDS 5310 and 5311 Reimbursements

- SDAO Conference in Seaside FEB 8-10
- March 6 SDAO Inspection of Facilities
- RLS Compliance Review scheduled for August 2024
- Climate Survey to gauge employee morale MAY 24- Will gauge morale of organization and identify where we need to improve.

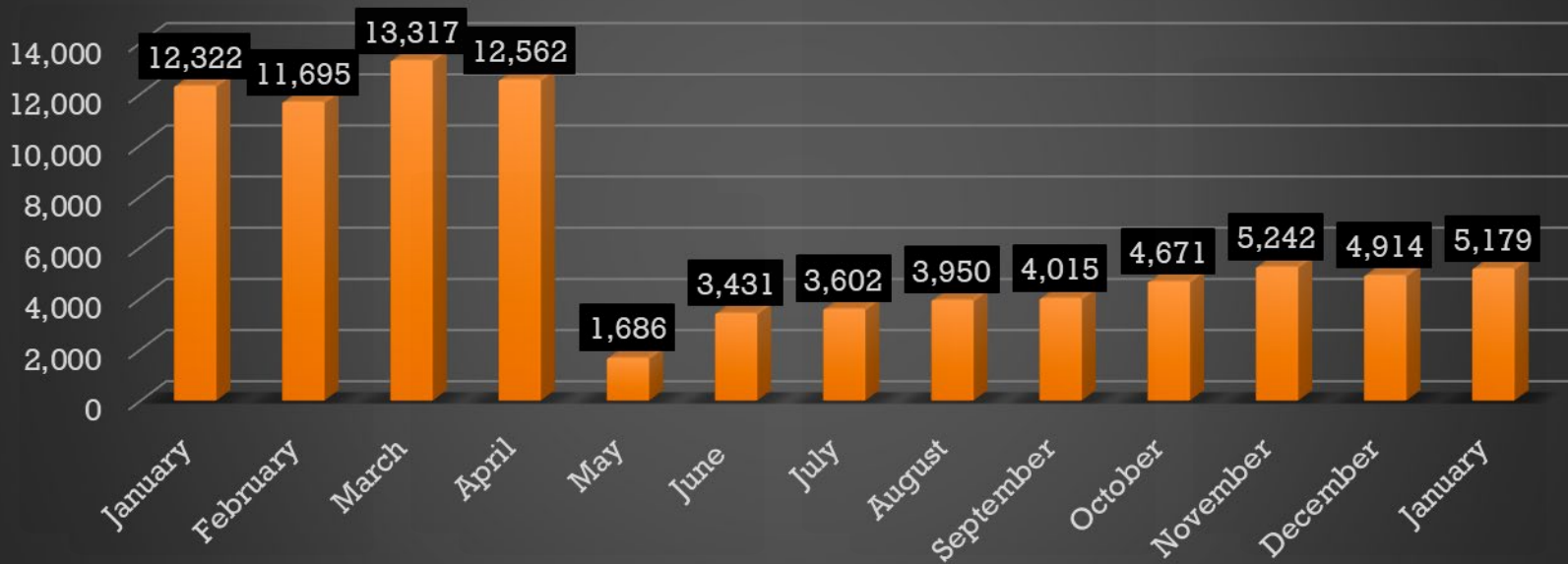
Service Delivery and Operations

- Primary Objective: Restart Route 15- Warrenton Fixed Route Service. ETA moved up with restored Federal Funding. Projected Restart MAY 24
- Ridership: Ridership Appreciation Day 1/30/24. Ridership remains steady but will increase when Route 15 is resumed.
- Paratransit: Will evaluate internal processes to ensure ADA regulations are being fulfilled.



SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

TOTAL FIXED ROUTE RIDERSHIP BY MONTH 2023-2024



RELIABILITY

ACCESSIBILITY

EFFICIENCY

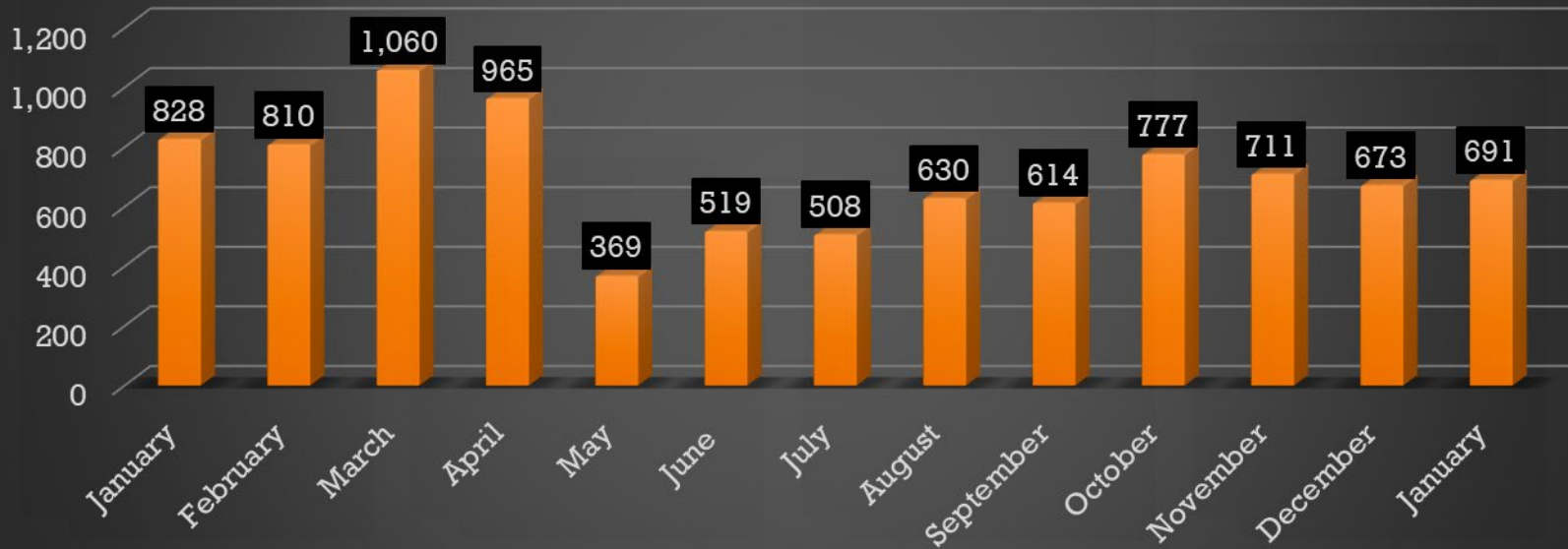
SAFETY

COMMUNITY NETWORKING



SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

TOTAL PARATRANSIT RIDERSHIP BY MONTH 2023-2024



RELIABILITY

ACCESSIBILITY

EFFICIENCY

SAFETY

COMMUNITY NETWORKING



SUNSET EMPIRE TRANSPORTATION DISTRICT

CHIEF OPERATIONS OFFICER REPORT

Managing Resources

Staff/driver coverage

Short Temp driver list, staff filling in on essential job duties.

Temp staff helping with bus recall and shop coverage.

District vehicles and 2 facilities

maintaining current assets

planning for future and immediate needs

Meetings-Trainings-Developing

Meetings

Weekly Team meetings

Monthly Staff meeting with Pizza

quarterly SDAO Transit Network

discuss common challenges and success

Trainings

Monthly Safe Personnel

Rutgers Assault Awareness and Prevention for Transit Operators

P.A.S.S Class (Passenger Assistance Safety and Sensitivity)

Improving the Organization

Service Area

No changes to current service provided

Planning for future service and the impact on the community and the district. Using the information collected from the survey.

Special Service

Rider Appreciation Day we provided 350 rides, 126 ride increase.

Project Homeless Connect

Seaside Shuttle 10am-2:30pm during

Route 20 split shift

Service Delivery and Operations

OTP

70.4%

Swiftly provides detailed information on time points that a route primarily runs early or late consistently.

Maintenance

One recall, annual inspection findings, PM and parts for high mile vehicles for January maintenance costs.

Fixed Route

Riders appreciate the service to the new DHS location, safer and accommodating.

Ride Assist

Rides continue to increase. We had an increase in NEMT rides and Dial A Ride service.



SUNSET EMPIRE TRANSPORTATION DISTRICT

HUMAN RESOURCES OFFICER REPORT

Actions

- OSHA 300 & 300A Preparation and Posting by 2/1/2024
- Set-up P.A.S.S. Certification Training for Drivers & Dispatchers
- Set-up Fire Extinguisher & Safety Committee Training with SDAO
- Workshare Weekly Claims Reporting
- Met with Employee's Surviving Spouse regarding death benefits.
- Prepared Safety Agenda & Minutes
- Assisted Mary with Christmas Party Arrangements
- Prepared Evaluations for December and January
- Prepared Notices to Drivers with CDL & Medical CDL Expirations
- Lot & Facility Attendant Posting & Interviews with 6 Candidates
- Repost Lot & Facility Attendant Posting & Interviews with 6 Candidates
- Retiring Employee Exit Interview and Retirement Lunch
- Lunch celebration with Alex & Rick for an outstanding maintenance inspection report.

Trainings Attended

SDAO Conference

- HR Alliance Meeting
- Succession Planning for Board & Staff
- Paid Leave Oregon – Where are We Now?
- Successful Performance Management – Including the Hard Conversations
- Sexual Harassment in the Workplace
- Discrimination Case Studies

CJIS Security Awareness Training

SDAO Transit Meeting

ODOT Finance Training

ODOT ADA Compliance Training

Drug & Alcohol MIS Reporting Training

New Hires/Returning Employees

On February 5, 2024 Penny Miller returned to work for SETD as a Temporary ParaTransit Driver and will work as needed for the District. Penny worked with SETD as a ParaTransit Driver for 4 years retiring in 2021. We are thrilled to have Penny back with her great energy and personality!

February 5, 2024 was also the start date for Lauren Hedrick who is our new Lot & Facility Attendant. Lauren recently completed 4 years with the Coast Guard. Lauren is enthusiastic about her new position and has been a great help getting things cleaned and organized. We are thrilled to have Lauren join the SETD Team!

Workplace Demographics

Male	11
Female	12
	23
Hispanic/Latino	2
Native American/Indian	1
White	20
Two or More Races	
	23



EXECUTIVE ASSISTANT REPORT

Community Outreach and Education

- Made outreach posters for Rider Appreciation Day/Homeless Connect Event and posted them on Facebook, on the Web and in all shelters and emailed to outreach contacts.
- Prepared 300 envelopes with letter and raffle tickets for drivers to hand out to riders throughout Rider Appreciation day.
- Decorated, set up and attended Rider Appreciation Day Event at Transit Center – with light breakfast and lunch
- Prepared prizes for raffle ticket winners.
- Posted Daily Inclement Weather and warming shelter information.

Board Meetings and Board Assistance

- Prepared January Board Meeting packs and distributed PA
- Prepared Board Policy Committee Meeting Pack and distributed PA
- Prepared Policy Committee Board Pack and distributed PAP
- Prepared minutes for January Board meeting

SETD Meetings and Trainings

- Attended Board Financial Training
- Attended January Board Policy Meeting
- Attended January Board Meeting
- Assisted Board with registration for SDAO Conference
- Attended Weekly Team Meetings
- Attended ADA Training
- Attended Title VI Training

SETD Programs and Support

- Removed outdated announcements and updated route schedules in all shelters
- Received and processed Ticket Bank Request from Helping Hands



SUNSET EMPIRE TRANSPORTATION DISTRICT

MOBILITY MANAGER REPORT

Managing Resources

- Prepared for and executed Project Homeless Connect outreach.
- Began compiling materials for future Outreach events.
- Met with local Veterans.
- Provided students with travel training **Go Bags**.

Focusing on the Individual

- Provided 5 route assessments for potential riders.
- Visited with 2 work managers to help a rider with work times that match the bus schedule.
- Completed 3 travel trainings with individuals.
- Provided 4 High-Viz gear kits to people who reached out to me through outreach efforts.

Improving the Organization

- Conducted 2 transit engagements in Astoria.
- Kicked off our Transit Survey.
- Provided ongoing assistance to the Paratransit department when needed.

Educate and bring awareness to the community

- Sent multiple email invites to other local services hoping for onsite Transit Training.
- Met with 5 individuals who needed basic assistance before riding. This is not considered full travel training but rather an abbreviated educational encounter.



**SUNSET EMPIRE
TRANSPORTATION
DISTRICT**

PARATRANSIT SUPERVISOR REPORT

Staffing

- Transportation Support Specialist position is open.
- Cross training at the TC
- New temp driver Penny Miller

Training

- CTAA P.A.S.S. CLASS

Applications

- January 5 applications

Service Delivery

- NW Rides 21
- SETD ADA 647
- SETD Dial a Ride 6
- Total rides 674