

Tillamook County Transportation District  
Board of Directors  
Regular Monthly Meeting



Thursday, July 20, 2017 at 6:30PM  
Transportation Building  
3600 Third Street, Tillamook, Oregon

## **AGENDA**

Tillamook County Transportation District  
Board of Directors ~ Regular Monthly Meeting  
Thursday, July 20, 2017 - 6:30 pm

Robert J. Kenny Board Meeting Room - 3600 Third Street, Tillamook OR 97141

### **REGULAR BOARD MEETING**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements & Changes to Agenda
5. Oath of Office for Director Hoffman
6. Election of Officers for Fiscal Year 2017-18  
Board Chairperson\_\_\_\_\_; Vice Chairperson\_\_\_\_\_; Secretary; \_\_\_\_\_ Treasurer: \_\_\_\_\_
7. Public & Guest Comments
8. Executive Session: *Performance Evaluations, ORS 192.660(2)(i)*

### **REPORTS**

9. Information: General Managers Report:
  - a. Financial Report (Pgs. 1-5)
  - b. Service Performance Report (Pgs. 6-11)
  - c. Northwest Oregon Transit Alliance (Pgs. 12-17)
  - d. Planning & Development
  - e. Grant Funding
  - f. Facility/Property Management
  - g. Miscellaneous

### **CONSENT CALENDAR**

10. Motion to Approve the Minutes of June 22, 2017 Board Meeting (Pgs. 18-22)
11. Motion to Accept Financial Report: June 2017 (Pgs. 23-32)

### **ACTION ITEMS**

12. Resolution 17-19 Authorizing the General Manager to purchase two (2) Dodge Caravans from Creative Bus Sales (Pgs. 33-34)
13. Resolution 17-20 Authorizing the General Manager to purchase one (1) Freightliner Bus from Western Bus Sales (Pg. 35-36)
14. Resolution 17-21 Authorizing the General Manager to Execute a Service Agreement with Ecolane USA, Inc. to purchase the Ecolane Scheduling and Dispatching Software and 5-year License Agreement (Pg. 37-52)
15. Motion to Authorize the General Manager to Execute a Letter of Agreement with Helping Hands Re-Entry Program to provide two (2) daily trips between the Transit Visitor Center and Helping Hands Facility (will provide at board meeting)

### **DISCUSSION ITEMS**

16. TCTD Outdoor Lighting Repairs
17. Staff Comments/Concerns
18. Board of Directors Comments/Concerns
19. Adjournment

**Tillamook County Transportation District**  
 Normal Trial Balance - Unposted Transactions Included In Report  
 From 6/1/2017 Through 6/30/2017

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account	145,764.47	
1006	Payroll Checking	2,912.94	
1011	Prop. Mgmt. Checking	18,588.57	
1020	LGIP - General Account	766,441.81	
1030	LGIP - Capital Reserve	778,674.12	
1040	Petty Cash	200.00	
	Report Total	1,712,581.91	0.00
	Report Difference	1,712,581.91	

1

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 6/1/2017 Through 6/30/2017**

Resources	Current		Current Year		Total Budget	Total Budget Variance	Bdgt 92%
	Period Actual	Period Budget	Actual	Budget			
Working Capital	3500	0.00	0.00	0.00	1,704,585.00	(1,704,585.00)	0.00%
Fares	4000	26,988.62	12,500.00	309,732.97	260,000.00	49,732.97	119.12%
Contract Revenue	4020	54,643.15	45,000.00	554,962.49	513,000.00	41,962.49	108.17%
Property Tax	4100	29,407.18	80,000.00	871,624.72	860,310.00	11,314.72	101.31%
Past Years Property Tax	4110	2,675.48	2,195.00	19,847.45	40,000.00	(20,152.55)	49.61%
State Timber Revenue	4120	12.15	0.00	137,758.32	175,000.00	(37,241.68)	78.71%
Mass Transit State Payroll Tax	4130	0.00	17,000.00	66,462.51	80,000.00	(13,537.49)	83.07%
Capital Grants	4210	0.00	272,000.00	272,000.00	272,000.00	0.00	100.00%
Grants - FTA 5311	4220	0.00	0.00	145,405.00	341,446.00	(196,041.00)	42.58%
Grants - STF	4230	0.00	0.00	80,000.00	80,000.00	0.00	100.00%
Grants - STF-Discretionary	4231	0.00	0.00	35,222.00	305,000.00	(269,778.00)	11.54%
Grants - 5311 (f)	4240	0.00	107,500.00	219,934.00	404,850.00	(184,916.00)	54.32%
Grants - 5310 (PM)	4245	0.00	0.00	27,146.00	87,500.00	(60,354.00)	31.02%
Grants - Planning	4260	0.00	0.00	29,389.00	375,000.00	(345,611.00)	7.83%
Grants - NWOTA website	4267	0.00	0.00	0.00	112,163.00	(112,163.00)	0.00%
Special Bus Operations	4300	340.67	0.00	340.67	1,500.00	(1,159.33)	22.71%
Miscellaneous Income	4400	7,702.20	1,000.00	78,130.22	81,269.00	(3,138.78)	96.13%
Sale of Assets - Income	4410	0.00	7,500.00	1,000.00	7,500.00	(6,500.00)	13.33%
Interest Income	4510	1,649.51	750.00	16,028.90	9,000.00	7,028.90	178.09%
OTIB Loan Proceeds	4515	0.00	0.00	0.00	339,000.00	(339,000.00)	0.00%
Advertising Income	4520	0.00	65.00	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	4900	0.00	550.00	0.00	6,000.00	(6,000.00)	0.00%
Transfer From General Fund	4911	0.00	61,900.00	563,442.00	671,467.00	(108,025.00)	83.91%
Transfer from Veh. Purch. Res.	4915	0.00	0.00	0.00	20,300.00	(20,300.00)	0.00%

Monthly BOD Report w/YTD Budget & Variance

Date: 7/10/17 02:09:43 PM

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 6/1/2017 Through 6/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt 92%
4916	0.00	14,769.00	94,298.00	364,076.00	(269,778.00)	25.90%
4917	0.00	3,000.00	5,000.00	25,000.00	(20,000.00)	20.00%
Total Resources	<u>123,418.96</u>	<u>625,729.00</u>	<u>3,527,724.25</u>	<u>7,136,966.00</u>	<u>(3,609,241.75)</u>	<u>49.43%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
5010	16,693.43	26,213.00	265,760.14	295,900.00	30,139.86	89.81%
5020	7,384.73	11,298.00	102,291.84	112,800.00	10,508.16	90.68%
5030	53,328.34	75,000.00	753,319.24	660,000.00	(93,319.24)	114.13%
5040	4,028.83	8,460.00	42,795.44	65,000.00	22,204.56	65.83%
5050	33,366.36	41,466.63	400,803.69	513,600.00	112,796.31	78.03%
5055	0.00	0.00	15,830.02	23,500.00	7,669.98	67.36%
Total Personnel Services	<u>114,801.69</u>	<u>162,437.63</u>	<u>1,580,800.37</u>	<u>1,670,800.00</u>	<u>89,999.63</u>	<u>94.61%</u>
<b>Materials and Services</b>						
5100	2,406.00	7,500.00	72,803.50	96,000.00	23,196.50	75.83%
5101	5,830.44	1,416.63	22,671.35	25,000.00	2,328.65	90.68%
5102	0.00	291.63	3,955.94	4,000.00	44.06	98.89%
5103	0.00	3,750.00	81,006.47	85,000.00	3,993.53	95.30%
5120	38.99	0.00	7,920.35	11,000.00	3,079.65	72.00%
5140	196.00	200.00	2,352.00	3,000.00	648.00	78.40%
5145	1,647.50	416.63	24,071.04	33,200.00	9,128.96	72.50%
5150	220.00	1,000.00	8,992.83	10,500.00	1,507.17	85.64%
5160	0.00	1,000.00	73,693.00	78,500.00	4,807.00	93.87%
5170	478.36	1,800.00	14,531.05	14,000.00	(531.05)	103.79%
5175	1,330.07	0.00	8,413.45	10,000.00	1,586.55	84.13%

Date: 7/10/17 02:09:43 PM Monthly BOD Report w/YTD Budget & Variance

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 6/1/2017 Through 6/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt 92%
Operational Expenses	562.85	1,379.13	21,561.50	16,550.00	(5,011.50)	130.28%
Drug & Alcohol Administration	0.00	125.00	535.00	1,500.00	965.00	35.66%
Marketing	3,967.40	12,533.37	46,569.78	95,000.00	48,430.22	49.02%
Website Re-Design	18,529.25	(0.35)	84,985.38	250,000.00	165,014.62	33.99%
Mobility Management	0.00	3,000.00	0.00	23,000.00	23,000.00	0.00%
Transit Access Project	0.00	0.00	40,000.00	385,000.00	345,000.00	10.38%
Telephone Expense	1,601.16	2,583.37	15,006.14	16,270.00	1,263.86	92.23%
Travel & Training	1,748.76	2,166.63	24,030.91	32,500.00	8,469.09	73.94%
Vehicle Expense	8,044.76	8,000.00	166,635.72	123,500.00	(43,135.72)	134.92%
Fuel Expenses	15,534.58	21,166.74	180,768.22	231,500.00	50,731.78	78.08%
Volunteers	0.00	145.87	155.00	1,750.00	1,595.00	8.85%
Postage	275.06	166.63	1,230.53	2,000.00	769.47	61.52%
Mgmt/Labor Recreation Fund	0.00	0.00	1,875.34	2,572.00	696.66	72.91%
Transit & Visitor Center Lease	700.00	700.00	8,400.00	8,400.00	0.00	100.00%
Transit & Visitor Center Maint	100.00	1,000.00	12,711.00	12,000.00	(711.00)	105.92%
General Operating Cont.	0.00	0.00	0.00	80,000.00	80,000.00	0.00%
Property Operating Expenses	1,267.89	2,000.00	20,440.85	24,000.00	3,559.15	85.17%
Flex Lease: Fees	0.00	0.00	500.00	1,000.00	500.00	50.00%
Property Maint. & Repair	457.00	2,083.37	12,894.69	25,000.00	12,105.31	51.57%
Operations Facility Maint.	0.00	333.37	2,432.32	4,000.00	1,567.68	60.80%
Total Materials and Services	64,936.07	74,758.02	961,143.36	1,705,742.00	744,598.64	56.35%
Special Payments						
STF Payments to Recipients	0.00	0.00	20,924.00	20,924.00	0.00	100.00%
Total Special Payments	0.00	0.00	20,924.00	20,924.00	0.00	100.00%
Transfers						

4

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 6/1/2017 Through 6/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt 92%
Transfer to Property Mgmt	0.00	25,000.00	534,875.00	604,400.00	69,525.00	88.49%
Transfer to General Fund	0.00	0.00	64,076.00	292,376.00	228,300.00	21.91%
Transfer to Vehicle Reserve	0.00	7,500.00	1,000.00	7,500.00	6,500.00	13.33%
Transfer to NWOTA Fund	0.00	33,875.00	62,789.00	183,875.00	121,086.00	34.14%
Reserve for Future Expenditure	0.00	0.00	0.00	546,185.00	546,185.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	566,365.00	566,365.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>66,375.00</b>	<b>662,740.00</b>	<b>2,200,701.00</b>	<b>1,537,961.00</b>	<b>30.11%</b>
<b>Capital Outlay</b>						
<b>Debt Service</b>						
Flex Lease: Principal	0.00	0.00	45,000.00	45,000.00	0.00	100.00%
Flex Lease: Interest	0.00	0.00	12,512.50	15,000.00	2,487.50	83.41%
OTIB Debt Service	0.00	0.00	330,518.44	335,000.00	4,481.56	98.66%
<b>Total Debt Service</b>	<b>0.00</b>	<b>0.00</b>	<b>388,030.94</b>	<b>395,000.00</b>	<b>6,969.06</b>	<b>98.24%</b>
<b>Capital Purchases</b>						
Building Repair & Renovation	19,492.48	0.00	34,843.57	634,000.00	599,156.43	5.49%
Admin. Expenses- Renovation	3,927.64	0.00	27,427.07	25,000.00	(2,427.07)	109.70%
Design/Engineering-Renovation	1,442.94	0.00	60,656.21	75,000.00	14,343.79	80.87%
Bus Replacement/Addition	0.00	0.00	343,079.04	345,000.00	1,920.96	99.44%
Computer Upgrade	0.00	0.00	0.00	15,000.00	15,000.00	0.00%
Fuel Cell Triangulation Point	0.00	0.00	0.00	6,000.00	6,000.00	0.00%
Bus Stop Signage/Shelters	5,310.00	0.00	5,310.00	23,800.00	18,490.00	22.31%
Other Capital Projects	0.00	0.00	20,450.00	20,000.00	(450.00)	102.25%
<b>Total Capital Purchases</b>	<b>30,173.06</b>	<b>0.00</b>	<b>491,765.89</b>	<b>1,143,800.00</b>	<b>652,034.11</b>	<b>42.99%</b>
<b>Total Capital Outlay</b>	<b>30,173.06</b>	<b>0.00</b>	<b>879,796.83</b>	<b>1,538,800.00</b>	<b>659,003.17</b>	<b>57.17%</b>
<b>Total Expenses</b>	<b>209,910.82</b>	<b>303,570.65</b>	<b>4,105,404.56</b>	<b>7,136,967.00</b>	<b>3,031,562.44</b>	<b>57.52%</b>

Date: 7/10/17 02:09:43 PM

Monthly BOD Report w/YTD Budget & Variance

# Tillamook County Transportation District

## MONTHLY PERFORMANCE REPORT June 2017

RIDERSHIP BY SERVICE TYPE	JUNE 2017	JUNE 2016	YTD FY 16-17	YTD FY 15-16	YTD % Change
<b><u>Dial-A-Ride Service</u></b>					
Tillamook/Central County	778	590	8,251	7,277	13.4%
NW Rides	520	633	6,230	4,574	36.2%
North County	191	297	2,832	2,930	-3.3%
South County	59	47	636	653	-2.6%
<b>Dial-A-Ride Total</b>	<b>1,548</b>	<b>1,567</b>	<b>17,949</b>	<b>15,434</b>	<b>16.3%</b>
<b><u>Deviated Fixed Route Service</u></b>					
Rt 1: Town Loop	3,785	4,228	48,035	45,838	4.8%
Rt 2: Netarts/Oceanside	740	916	8,891	9,477	-6.2%
Rt 3: Manzanita/Cannon Beach	3,281	3,644	38,446	37,812	1.7%
Rt 4: Lincoln City	1,215	1,302	11,984	13,694	-12.5%
<b>Local Fixed Rt Total</b>	<b>9,021</b>	<b>10,090</b>	<b>107,356</b>	<b>106,821</b>	<b>0.5%</b>
<b><u>Inter City Service</u></b>					
Rt 5: Portland	918	1,062	10,965	11,923	-8.0%
Rt 6: Coastal Connector	572	452	5,856	5,224	12.1%
<b>Inter City Total</b>	<b>1,490</b>	<b>1,514</b>	<b>16,821</b>	<b>17,147</b>	<b>-1.9%</b>
<b><u>Other Services</u></b>					
Tripper Routes	133	139	2,492	2,582	-3.5%
Special Bus Operations	123	8	517	437	18.3%
<b>Other Services Total</b>	<b>256</b>	<b>147</b>	<b>3,009</b>	<b>3,019</b>	<b>-0.3%</b>
<b>TOTAL ALL SERVICES</b>	<b>12,315</b>	<b>13,318</b>	<b>145,135</b>	<b>142,421</b>	<b>1.9%</b>

ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 16-17	FY 16-17	Change
General (18 years to 60 years of age)	6,377	93	75,928	75,607	0.4%
Senior/Disabled	3,552	1,455	59,208	56,397	5.0%
Child/Youth (less than 18 years of age)	838	0	9,999	10,417	-4.0%
<b>Total</b>	<b>10,767</b>	<b>1,548</b>	<b>145,135</b>	<b>142,421</b>	<b>1.9%</b>
OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 16-17	FY 16-17	Change
Ride Connection	77		1,124	1,472	-23.6%
Tillamook Bay Community College	179		2,423	3,142	-22.9%
Northwest Rides		655	8,172	6,792	20.3%
NWOTA Visitor Pass	106		1,273	1,543	-17.5%



## MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
---------------	---------------------	---------------	-------------------------

**Dial-A-Ride Services**

Jun-16	1.3	69.6%	53.14
Mar-17	1.3	63.7%	59.17
Apr-17	1.3	65.8%	57.88
May-17	1.3	66.2%	57.54
Jun-17	1.3	67.5%	56.34
<b>STANDARD</b>	<b>1.4</b>	<b>59.1%</b>	<b>55.82</b>

**Deviated Fixed Routes**

Jun-16	6.8	11.6%	63.25
Mar-17	6.8	11.3%	67.91
Apr-17	6.8	11.3%	66.76
May-17	6.8	11.4%	66.40
Jun-17	6.8	11.6%	64.99
<b>STANDARD</b>	<b>6.7</b>	<b>12.2%</b>	<b>67.93</b>

**Intercity Services**

Jun-16	2.9	32.6%	68.50
Mar-17	2.8	29.0%	75.71
Apr-17	2.8	28.9%	74.35
May-17	2.8	29.0%	74.12
Jun-17	2.8	29.7%	72.54
<b>STANDARD</b>	<b>2.9</b>	<b>40.1%</b>	<b>57.88</b>

**Other Services**

Jun-16	6.7	22.2%	52.80
Mar-17	7.8	9.7%	57.45
Apr-17	7.6	11.3%	56.61
May-17	6.5	10.0%	54.89
Jun-17	6.1	10.7%	54.78
<b>STANDARD</b>	<b>11.6</b>	<b>28.9%</b>	<b>63.59</b>

Dial-a-Ride includes Central, North and South Counties Dial-A-Ride Services

Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach, 4 Lincoln City

Intercity Routes: 5 Portland, 6 Coastal Connector (Lincoln City to Salem)

Other Services: Trippers and Special Bus Operations

## QUARTERLY PERFORMANCE

Service Quarter	Passengers per Hour	Farebox Ratio	Operating Cost per Hour	Cost per Passenger
-----------------	---------------------	---------------	-------------------------	--------------------

### Dial-A-Ride Services

Spring - 16	1.3	69.2%	52.97	41.55
Summer -16	1.2	61.2%	58.38	48.17
Fall - 16	1.2	64.9%	54.92	44.00
Winter - 16	1.3	63.7%	59.17	47.31
Spring - 17	1.3	67.5%	56.34	44.94
<b>STANDARD</b>	<b>1.4</b>	<b>59.1%</b>	<b>55.82</b>	<b>39.83</b>

### Deviated Fixed Route Services

Spring - 16	6.7	13.0%	62.23	9.25
Summer -16	7.8	13.7%	63.35	8.64
Fall - 16	7.1	12.5%	64.52	9.09
Winter - 16	6.8	11.3%	67.91	9.96
Spring - 17	6.8	11.6%	64.99	9.53
<b>STANDARD</b>	<b>6.7</b>	<b>12.2%</b>	<b>67.93</b>	<b>10.19</b>

### Intercity Services

Spring - 16	2.9	32.2%	69.40	24.11
Summer -16	3.2	34.8%	74.87	23.42
Fall - 16	2.9	32.0%	71.80	24.67
Winter - 16	2.8	29.0%	75.71	26.62
Spring - 17	2.8	29.7%	72.54	25.46
<b>STANDARD</b>	<b>2.9</b>	<b>31.9%</b>	<b>74.93</b>	<b>25.92</b>

### Other Services

Spring - 16	4.9	16.3%	50.87	10.46
Summer -16	7.5	7.1%	59.15	7.84
Fall - 16	8.2	9.8%	55.43	6.79
Winter - 16	7.8	9.7%	57.45	7.35
Spring - 17	6.1	10.7%	54.78	8.98
<b>STANDARD</b>	<b>11.6</b>	<b>28.9%</b>	<b>63.59</b>	<b>5.50</b>

Tillamook County Transportation District  
Actual FY 2016/2017

Year-to-Date Statistics and Performance

Route/Run	Thru June 2017				7/7/2017											
	YTD Fare Revenue (\$)	YTD Passngrs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs (\$)	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngs per Hour	Farebox Ratio	Passngr/ \$ Subsidy	Average Fare (\$)	Revenue/ Service Hour (\$)
<b>Dial-A-Ride Service</b>																
Central DAR	72,616	8,251	4,212	5,024	62,250	32,641	151,200	10,684	50,206	244,731	58.10	2.0	29.7%	0.05	8.80	17.24
NW Rides	398,917	6,230	7,629	9,731	207,025	108,554	273,863	19,352	103,697	505,466	66.26	0.8	78.9%	0.06	64.03	52.29
North DAR	39,602	2,832	1,620	1,817	27,416	0	0	23,851	6,155	30,006	18.52	1.7	132.0%	-0.30	13.98	24.44
South DAR	27,283	636	697	855	16,001	0	0	13,920	3,592	17,512	25.14	0.9	155.8%	-0.07	42.90	39.16
<b>Total DAR</b>	<b>538,418</b>	<b>17,949</b>	<b>14,158</b>	<b>17,427</b>	<b>312,692</b>	<b>141,195</b>	<b>425,063</b>	<b>67,806</b>	<b>163,650</b>	<b>797,714</b>	<b>56.34</b>	<b>1.3</b>	<b>67.5%</b>	<b>0.07</b>	<b>30.00</b>	<b>38.03</b>
<b>Deviated Route</b>																
01 Town Loop	38,116	48,035	4,578	5,087	59,020	30,947	164,321	11,611	53,395	260,274	56.86	10.5	14.6%	0.22	0.79	8.33
02 Netarts/Oceanside	9,419	8,891	2,003	2,424	52,270	27,408	71,910	5,081	26,945	131,344	65.57	4.4	7.2%	0.07	1.06	4.70
03 Manzanita	48,934	38,446	5,134	6,092	145,503	76,295	184,287	13,022	70,617	344,220	67.05	7.5	14.2%	0.13	1.27	9.53
04 Lincoln City	22,700	11,984	4,028	4,567	140,297	73,565	144,595	10,217	58,944	287,321	71.33	3.0	7.9%	0.05	1.89	5.64
<b>Total Deviated Route</b>	<b>119,169</b>	<b>107,356</b>	<b>15,742</b>	<b>18,169</b>	<b>397,090</b>	<b>208,215</b>	<b>565,112</b>	<b>39,932</b>	<b>209,901</b>	<b>1,023,159</b>	<b>64.99</b>	<b>6.8</b>	<b>11.6%</b>	<b>0.12</b>	<b>1.11</b>	<b>7.57</b>
<b>Intercity</b>																
05 Portland	116,164	10,965	3,680	3,708	113,085	59,296	141,436	9,335	51,809	261,876	71.16	3.0	44.4%	0.08	10.59	31.57
06 Salem	10,981	5,856	2,223	2,923	80,673	42,301	85,438	5,639	32,969	166,346	74.83	2.6	6.6%	0.04	1.88	4.94
<b>Total Intercity</b>	<b>127,145</b>	<b>16,821</b>	<b>5,903</b>	<b>6,631</b>	<b>193,758</b>	<b>101,597</b>	<b>226,874</b>	<b>14,973</b>	<b>84,778</b>	<b>428,222</b>	<b>72.54</b>	<b>2.8</b>	<b>29.7%</b>	<b>0.06</b>	<b>7.56</b>	<b>21.54</b>
<b>Other Services</b>																
Trippers	2,042	2,492	376	321	2,268	1,189	13,490	953	4,034	19,667	52.33	6.6	10.4%	0.14	0.82	5.43
Special Bus Operation	857	517	118	140	2,544	1,334	4,222	298	1,510	7,364	62.62	4.4	11.6%	0.08	1.66	7.28
Total Other Services	2,899	3,009	493	461	4,812	2,523	17,712	1,252	5,544	27,030	54.78	6.1	10.7%	0.12	0.96	5.87
<b>Total TCTD Services</b>	<b>787,631</b>	<b>145,135</b>	<b>36,297</b>	<b>42,688</b>	<b>908,352</b>	<b>453,530</b>	<b>1,234,760</b>	<b>123,963</b>	<b>463,872</b>	<b>2,276,125</b>	<b>62.71</b>	<b>4.00</b>	<b>34.6%</b>	<b>0.10</b>	<b>5.43</b>	<b>21.70</b>
										Total Mileage, Labor & Direct Cost		1,812,253		25.6%		

Tillamook County Transportation District  
 FY15/16 to FY 16/17

Year-Over-Year Comparison

Route/Run	Thru June 2017 15/16			Thru June 2017 16/17			Thru June 2017 15/16			Thru June 2017 16/17			Thru June 2017 15/16			Thru June 2017 16/17		
	Fare Revenue	Fare Revenue	Amount Difference	Percent Difference	Passngrs	Passngrs	Amount Difference	Percent Difference	Service Hours	Service Hours	Amount Difference	Percent Difference	Total Cost	Total Cost	Amount Difference	Percent Difference		
<u>Dial-A-Ride Service</u>																		
Central DAR	56,786	72,616	15,831	27.9%	7,277	8,251	974	13.4%	3,471	4,212	741	21.3%	193,529	244,731	51,202	26.5%		
NW Rides	351,027	398,917	47,890	13.6%	4,574	6,230	1,656	36.2%	6,341	7,629	1,288	20.3%	414,548	505,466	90,917	21.9%		
North DAR	28,897	39,602	10,706	37.0%	2,930	2,832	-98	-3.3%	1,780	1,620	-159	-9.0%	32,845	30,006	-2,840	-8.6%		
South DAR	19,151	27,283	8,132	42.5%	653	636	-17	-2.6%	741	697	-44	-5.9%	14,422	17,512	3,090	21.4%		
Total DAR	455,860	538,418	82,558	18.1%	15,434	17,949	2,515	16.3%	12,333	14,158	1,825	14.8%	655,344	797,714	142,370	21.7%		
<u>Deviated Route</u>																		
01 Town Loop	38,171	38,116	-55	-0.1%	45,838	48,035	2,197	4.8%	4,590	4,578	-13	-0.3%	251,052	260,274	9,221	3.7%		
02 Netarts/Oceanside	11,189	9,419	-1,770	-15.8%	9,477	8,891	-586	-6.2%	2,009	2,003	-6	-0.3%	128,264	131,344	3,080	2.4%		
03 Manzanita	52,913	48,934	-3,979	-7.5%	37,812	38,446	634	1.7%	5,148	5,134	-14	-0.3%	336,742	344,220	7,478	2.2%		
04 Lincoln City	26,383	22,700	-3,683	-14.0%	13,694	11,984	-1,710	-12.5%	4,039	4,028	-11	-0.3%	282,397	287,321	4,924	1.7%		
Total Local Fixed Route	128,656	119,169	-9,487	-7.4%	106,821	107,356	535	0.5%	15,786	15,742	-44	-0.3%	998,455	1,023,159	24,704	2.5%		
<u>Intercity</u>																		
05 Portland	121,761	116,164	-5,597	-4.6%	11,923	10,965	-958	-8.0%	3,690	3,680	-10	-0.3%	247,501	261,876	14,375	5.8%		
06 Salem	9,861	10,981	1,121	11.4%	5,224	5,856	632	12.1%	2,195	2,223	28	1.3%	155,657	166,346	10,689	6.9%		
Total Intercity	131,622	127,145	-4,476	-3.4%	17,147	16,821	-326	-1.9%	5,885	5,903	18	0.3%	403,159	428,222	25,064	6.2%		
<u>Other Services</u>																		
Trippers	2,675	2,042	-633	-23.7%	2,582	2,492	-90	-3.5%	308	376	68	22.1%	15,647	19,667	4,020	25.7%		
Special Bus Operation	2,620	857	-1,763	-67.3%	437	517	80	18.3%	143	118	-25	-17.8%	8,154	7,364	-790	-9.7%		
Total Other Services	5,295	2,899	-2,396	-45.3%	3,019	3,009	-10	-0.3%	451	493	43	9.5%	23,800	27,030	3,230	13.6%		
<b>Total TCTD Services</b>	<b>721,432</b>	<b>787,631</b>	<b>66,199</b>	<b>9.2%</b>	<b>142,421</b>	<b>145,135</b>	<b>2,714</b>	<b>1.9%</b>	<b>34,455</b>	<b>36,297</b>	<b>1,842</b>	<b>5.3%</b>	<b>2,080,758</b>	<b>2,276,125</b>	<b>195,367</b>	<b>9.4%</b>		

**Tillamook County Transportation District  
FY15/16 to FY 16/17**

**Year to Date Performance Comparison**

Route/Run	Thru June 2017 15/16			Thru June 2017 16/17			Thru June 2017 15/16			Thru June 2017 16/17		
	Hourly Rate	Hourly Rate	Amount Diff	Passngr /Hour	Passngr /Hour	Amount Diff	Farebox Ratio	Farebox Ratio	Amount Diff	Average Fare	Average Fare	Amount Diff
			Percent Diff			Percent Diff			Percent Diff			Percent Diff
<b>Dial-A-Ride Service</b>												
Central DAR	55.75	58.10	2.35	2.1	2.0	-0.1	29.3%	29.7%	0.3%	7.80	8.80	1.00
NW Rides	65.37	66.26	0.88	0.7	0.8	0.1	13.2%	76.9%	-5.8%	76.74	64.03	-12.71
North DAR	18.46	18.52	0.06	1.6	1.7	0.1	6.2%	132.0%	44.0%	9.86	13.98	4.12
South DAR	19.47	25.14	5.66	0.9	0.9	0.0	3.5%	132.8%	155.8%	29.33	42.90	13.57
Total DAR	53.14	56.34	3.20	1.3	1.3	0.0	1.3%	67.5%	-2.1%	29.54	30.00	0.46
<b>Deviated Route</b>												
01 Town Loop	54.69	56.86	2.17	10.0	10.5	0.5	5.1%	14.6%	-0.6%	0.83	0.79	-0.04
02 Netarts/Oceanside	63.85	65.57	1.72	4.7	4.4	-0.3	-5.9%	7.2%	-1.6%	1.18	1.06	-0.12
03 Manzanilla	65.41	67.05	1.64	7.3	7.5	0.1	2.0%	14.2%	-1.5%	1.40	1.27	-0.13
04 Lincoln City	69.91	71.33	1.42	3.4	3.0	-0.4	-12.2%	7.9%	-1.4%	1.93	1.89	-0.03
Total Deviated Route	63.25	64.99	1.75	6.8	6.8	0.1	0.8%	11.6%	-1.2%	1.20	1.11	-0.09
<b>Intercity</b>												
05 Portland	67.07	71.16	4.09	3.2	3.0	-0.3	-7.8%	44.4%	-4.8%	10.21	10.59	0.38
06 Salem	70.91	74.83	3.92	2.4	2.6	0.3	10.7%	6.6%	0.3%	1.89	1.88	-0.01
Total Intercity	68.50	72.54	4.04	2.9	2.8	-0.1	-2.2%	29.7%	-3.0%	7.68	7.56	-0.12
<b>Other Services</b>												
Trippers	50.83	52.33	1.50	8.4	6.6	-1.8	-20.9%	17.1%	10.4%	1.04	0.82	-0.22
Special Bus Operation	57.03	62.62	5.59	3.1	4.4	1.3	43.8%	32.1%	-20.5%	5.99	1.66	-4.34
Total Other Services	52.80	54.78	1.99	6.7	6.1	-0.6	-8.9%	22.2%	10.7%	1.75	0.96	-0.79
Total Other Services	60.39	62.71	2.32	4.1	4.0	-0.1	-3.3%	34.7%	-0.1%	5.07	5.43	0.36

Comparison FY15/16 to FY 16/17	YTD Through June 2017		
	15/16	16/17	Percent Difference
Mileage	825,252	908,352	83,100 10.1%
Mileage Based Costs	436,827	453,530	16,703 3.8%
Hourly Based Costs	1,114,402	1,234,760	120,359 10.8%
Direct Costs	493,471	463,872	(29,599) -6.0%
Overhead Costs			
Total Costs	2,044,700	2,152,162	107,463 5.3%

Special Bus Operation Calculation Cost			
Cost per mile calculation:	Actual	Plus	10% Actual
Mileage	45.8%	Plus	28.93
Hourly Rate	Hourly Rate	Plus Direct Costs	5.4%
Small Bus	30.50	Hourly Rate	25.6%
Coach	38.31	Hourly Rate	38.31
	20.0%	Plus Profit	45.97

**Coordinating Committee Annual Meeting**

July 14, 2017

Tillamook County Transportation District

Tillamook, OR

9:00 am—12:00 pm

Teleconference

866/755-7677

Pin # 005939

**Agenda**

10:00— 10:15a	1. Introductions. Welcome to Guests 2. Consent Calendar ( <b>Action Items</b> ) <ul style="list-style-type: none"> <li>📌 June 9, 2017 Meeting Minutes (<b>attached</b>)</li> <li>📌 June 2017 (Year End) Financial Report</li> <li>📌 Ridership Tracking (May 2017)</li> </ul>	Doug Pilant
10:15— 10:30a	3. Election of 2017—2018 Officers	Doug Pilant
10:30— 11:30 p	4. NWOTA Standing Items <ul style="list-style-type: none"> <li>📌 STIP Transit Access Study</li> <li>📌 Marketing/Advertising</li> <li>📌 Website</li> <li>📌 Driver Training</li> <li>📌 Work Plan</li> </ul>	Doug/Mary/All
11:30— 12:00p	5. Member Updates	All

**Attachments:**

June 9, 2017 Meeting Minutes

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Mary McArthur at 503.228.5565 at least 48 hours prior to the meeting.

NW Oregon Transit Alliance (NWOTA)  
Coordinating Committee Meeting Minutes  
June 9, 2017  
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees/callers included:
  - Cynda Bruce—Lincoln County Transit
  - Jeff Hazen—Sunset Empire Transportation District
  - Lee Lazaro—Benton County Transportation
  - Doug Pilant—Tillamook County Transportation District
  - Michael Ray—Columbia County Rider
  - Thomas Craig —Trillium Solutions
  - Ken Shonkwiler, Arla Miller—ODOT
  - Jamey Dempster—Nelson Nygaard
2. Consent Calendar Approved Unanimously. (CB/MR)
  - ✦ May 12, 2017 Meeting Minutes
  - ✦ May 2017 Financial Report—The report shows some outstanding partner match balances, but they were paid in June, and all partners are current with their match commitments. The \$3,375 listed on line item 7—5311(f) IC Marketing if for the Oregon Coast Visitor Guide.
  - ✦ May 2017 Ridership Tracking—Report was handed out and reviewed.
3. 2017—2018 Draft Budget Final Reading

Only change from the first reading was that NWOTA's 5311(f) application for marketing funding was not approved, ODOT has more limited funding this biennium and chose to cut back on funding of marketing projects. Thus the marketing budget was revised downward. Partners unanimously approved the 2017—2018 budget. (LL/CB)
4. Website Training

Partners agreed by consensus to extend the Trillium contract through June 2018 for ongoing training, maintenance and adjustments that are identified as needed now that the site has gone live. Need to understand how the "template" piece of the website works. The template effectively goes to ODOT for follow-up. Trillium is going to document how they set up the website and hand it off to ODOT. Thomas Craig walked the partners through how to use the various website features.
5. Marketing
  - ✦ Advertising—Mary Burke reported by email that she moved the start dates forward a week except for Portland where the station schedule had already been purchased earlier, to line up with the revised website launch date. She provided a revised schedule, although the written plan remains the same as the dates were not specified. A discussion on the next biennium's marketing budget was postponed until this year's funding begins to expire.
  - ✦ Group On Promotion—Discussion on having blackout dates during the holidays. Transit can really help relieve congestion during the holidays. But for some districts, Summer holidays and Thanksgiving weekend are high ridership times. Jeff will send out an email to all the partners to identify which holidays they are comfortable blacking out.
6. STIP Pedestrian Access Study Grant—Ken reported that ODOT is working with the Consultant on their Scope of Work, and the work is coming in under budget. Will be working each specialty area of work one at a time for all the proposed sites, rather than sequentially going out to each of the partner sites. Question, do the partners want to be present at the site reviews, or send Ken typed notes? Partners concurred that it might go more smoothly if they are present at the visits. Would

be able to answer questions. Partners will meet ODOT's schedule. If a partner can't attend a visit, they should communicate any pertinent information to Ken. Ken will send out a schedule of visits.

Mary will forward on the Consultant Scope of Work and budget to all the partners. Question: When expect work to start on the project? Expect to have a signed contract within 2 weeks. Within a month, hope to have the consultant start. Tentatively plan on next NWOTA Board meeting in July to meet with the consultant if that timing will work. Doug will be replacing Neskowin stop with one in Rockaway Beach.

#### 7. Management Plan Action Items Update

- ✦ Management Plan Adoption—Waiting on Columbia County, which has been dealing with their 2017–18 budget. SETD and Lincoln County want to see if Columbia County is going to make any changes. Benton County is working on getting their Coordinated Plan adopted and then will work on the NWOTA Management Plan. Michael doesn't expect any changes from his Board of Commissioners. Columbia County's budget will be adopted on June 28<sup>th</sup>, and will reflect large increases in CCR contractor costs. Service cuts/expansions can't impact disadvantaged populations disproportionately.
- ✦ Driver Training—Waiting for the website to launch and Cathy will then go out to work with the partners on their driver training and include website training as well.
- ✦ Route Coordination Sub-Committee—Lincoln and Benton are already working together on some new connections. Jeff and Michael are working together on Hwy 30, and Michael is working on the Longview WA scheduling. Tillamook will be coordinating with SETD on 2 more connections in Cannon Beach. Also working on the Coastal Connectors route. Informally working together seems to be working, so at this time, a sub-committee doesn't seem to be needed.
- ✦ Public Information—Mary M will work with Mary Parker (SETD) on developing stories. Benton, Columbia and Lincoln counties have public information which could help get stories out. Cathy might be able to get stories from the drivers she trains that could be used for public interest stories.
- ✦ Public Information Presentation(s)—Launching of the website, might be an opportunity to do NW Connector "Ted" talks. NW Connector is a story in itself, unique as a multi-region system. Include the impact of combining costs such as the website. Use presentation of the website rather than a power point presentation. Present at NWACT and MWACT and OTA in October.
- ✦ Update IGA—Mary and Doug will revisit the last draft.
- ✦ Investigate Joint Procurement Opportunities—Website, STIP, driver training.

#### 8. Member Updates

- ✦ Benton County—Lee was elected chair of the Linn/Benton Loop group. In adoption process of the Coordinated Plan.
- ✦ Lincoln County—Adopted Coordinated Plan. Cynda's Long Range Plan will be completed in January 2018.
- ✦ SETD—Hired a new Operations Director and Finance Director.
- ✦ CCR—Submitted a TGM application for a long range plan.
- ✦ Tillamook County—Finished budget. Working on Coastal Connector. Will contracting with Jackson Construction on renovation of the admin facility.
- ✦ ODOT—Finishing up on grant agreements.

Next Meeting: July 14, 2017. In-person if the Pedestrian Access consultant is on-board by then. Annual Meeting is in July as well.

Recorded: Mary McArthur, Col-Pac EDD and NWOTA Staff



**SPECIAL FUND  
RESOURCES AND REQUIREMENTS**

Fiscal Agent - TCTD

**NWOTA**

	DESCRIPTION RESOURCES AND REQUIREMENTS	Budget vs. Actuals for 2016-2017		
		Annual Budget	YTD Totals 6/30/2017	Budget Remaining
	<b>RESOURCES</b>			
1	Working Capital	20,000		20,000
2	NWOTA Partner Revenue - Benton County Rural	17,567	17,567	(0)
3	NWOTA Partner Revenue - Columbia County Rider	22,567	20,000	2,567
4	NWOTA Partner Revenue - Lincoln County Transit	20,901	20,901	-
5	NWOTA Partner Revenue - Sunset Empire Trans. Dist.	19,234	19,234	(0)
6	NWOTA Partner Revenue - Tillamook Cnty Trans. Dist.	27,568	27,568	-
7	Grant - 5311(f) IC Marketing	16,000	3,375	12,625
8	Grant - 5311(f) NWOTA IC Mobility Management	64,000		64,000
9	Grant - FTA Section 5304 - Planning	35,000	29,389	5,611
10	Grant - ODOT MTEP - Connector Transit Access Project	340,000		340,000
11	Oregon Transportation Network (Website)	112,163		112,163
12	Transfer from STF Fund (Discretionary Grant - Website/Match)	125,000	35,222	89,778
13	Transfer from General Fund (IC Grant)	32,000	-	32,000
14	<b>TOTAL RESOURCES</b>	<b>\$ 852,000</b>	<b>\$ 173,257</b>	<b>\$ 678,743</b>
	<b>Materials &amp; Services</b>			
15	Graphics Administrator & 800 # Developer	15,000	652	14,348
16	Administrative Support	25,000	22,671	2,329
17	Website Maintenance	4,000	3,956	44
18	Marketing	55,000	26,929	28,071
19	Grant - 5311(f) Mobility Management	23,000		23,000
20	Grant - STF -NW Connector Website Project grant 31390	125,000	84,985	40,015
21	Grant - Oregon Transportation Network (didn't happen)	125,000		125,000
22	Grant - ODOT MTEP Connector Transit Access Project	385,000	40,000	345,000
23	Grant - Section 5304 - Rural Planning Grant	35,000	36,330	(1,330)
24	Legal/Audit/Insurance	6,000	684	5,316
25				-
26	National Conference Speaking	5,000		5,000
	<b>Total Materials &amp; Services</b>	<b>803,000</b>	<b>216,207</b>	<b>586,793</b>
	<b>Transfers</b>			
27	Transfer to General Fund (Customer Service Training)	25,000	-	25,000
28		-	-	-
	<b>Total Transfers</b>	<b>25,000</b>	<b>-</b>	<b>25,000</b>
	<b>Special Payments</b>			
29	Payment to TCTD for Group Administration	8,000	5,000	3,000
30	Payment to Sunset Empire for IT Support	7,000		7,000
	<b>Total Special Payments</b>	<b>15,000</b>	<b>5,000</b>	<b>10,000</b>
31	Reserve for Future Expenses	9,000		9,000
32	Ending balance (prior years)			
	<b>UNAPPROPRIATED ENDING FUND BALANCE</b>	<b>9,000</b>	<b>(47,951)</b>	<b>56,951</b>
26	<b>TOTAL REQUIREMENTS</b>	<b>\$ 852,000</b>	<b>\$ 173,257</b>	<b>\$ 630,793</b>

# NW CONNECTOR



## DATA REPORTING FORM

Please complete this form monthly for all inter-county routes operated by your agency. Include only routes that provide connections between cities. Do not include local circulators within individual communities.

Submit the completed form to Mary McArthur at [mbmcarthur@comcast.net](mailto:mbmcarthur@comcast.net) by the second Friday of each month.

Completed By: \_\_\_\_\_

Data Period: Month: June Year: 2017

				Boardings	Bus Miles
Pacific Connector	Astoria to Cannon Beach	SETD			
	Cannon Beach to Tillamook	TCTD	3	3,281	12,159
	Tillamook to Lincoln City	TCTD	4	1,215	11,724
	Lincoln City to Newport (North County)	LCT		6,794	9,839
Portland Connector	Tillamook to Portland	TCTD	5	918	9,450
Coastal Connector	Lincoln City to Grand Ronde/Salem	TCTD	6	572	6,920
Coast to Valley Connector	Corvallis to Newport	BCT			
	Newport to Corvallis	LCT		636	7,962
Columbia Connector	Astoria to Rainier	SETD			
	Rainier to Longview/Kelso	CCR			
	Portland to Rainier	CCR			
	St Helens to Clatskanie	CCR			

Totals	
Boardings	Bus Miles
11,290	33,722
918	9,450
572	6,920
636	7,962
0	0
13,416	58,054
83,508	470,022

Monthly Totals
Year To Date

Projected Revenue Distribution to Transit Agencies from HB 2017 (Legislative Revenue Office)

Agency	Fiscal Biennium							Total
	2017-19	2019-21	2021-23	2023-25	2025-27	Total		
Baker County	\$197,356	\$448,287	\$494,707	\$545,995	\$605,011	\$2,291,355	\$2,291,355	
Basin Transit Service District (Klamath Falls)	\$911,596	\$2,070,658	\$2,285,075	\$2,521,976	\$2,794,576	\$10,583,880	\$10,583,880	
Benton County	\$1,935,967	\$4,397,479	\$4,852,839	\$5,355,948	\$5,934,872	\$22,477,106	\$22,477,106	
Burns Paiute Tribe	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Columbia County	\$422,905	\$960,614	\$1,060,086	\$1,169,989	\$1,296,453	\$4,910,047	\$4,910,047	
Confederated Tribes of Coos, Lower Umpqua and	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Confederated Tribes of Grand Ronde Community of	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Confederated Tribes of Siletz Indians	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Confederated Tribes of the Umatilla Indian	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Confederated Tribes of Warm Springs	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Coos County	\$902,198	\$2,049,311	\$2,261,517	\$2,495,976	\$2,765,766	\$10,474,768	\$10,474,768	
Coquille Indian Tribe	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Cow Creek Band of Umpqua Tribe of Indians	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Crook County	\$291,335	\$661,757	\$730,282	\$805,992	\$893,112	\$3,382,477	\$3,382,477	
Curry County	\$234,947	\$533,675	\$588,937	\$649,994	\$720,251	\$2,727,804	\$2,727,804	
Deschutes County	\$3,138,898	\$7,129,894	\$7,868,196	\$8,683,916	\$9,622,559	\$36,443,464	\$36,443,464	
Douglas County	\$1,541,256	\$3,500,906	\$3,863,426	\$4,263,959	\$4,724,850	\$17,894,395	\$17,894,395	
Gilliam County	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Grant County Transportation District	\$103,377	\$234,817	\$259,132	\$285,997	\$316,911	\$1,200,234	\$1,200,234	
Harney County	\$100,000	\$213,470	\$235,575	\$259,997	\$288,101	\$1,097,143	\$1,097,143	
Hood River County Transportation District	\$507,487	\$1,152,737	\$1,272,104	\$1,403,986	\$1,555,743	\$5,892,057	\$5,892,057	
Jefferson County	\$263,141	\$597,716	\$659,609	\$727,993	\$806,682	\$3,055,141	\$3,055,141	
Josephine County	\$939,790	\$2,134,699	\$2,355,747	\$2,599,975	\$2,881,006	\$10,911,217	\$10,911,217	
Klamath Tribes	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Lake County	\$103,377	\$234,817	\$259,132	\$285,997	\$316,911	\$1,200,234	\$1,200,234	
Lane Transit District	\$6,663,111	\$15,135,014	\$16,702,248	\$18,433,822	\$20,426,331	\$77,360,526	\$77,360,526	
Lincoln County	\$695,445	\$1,579,677	\$1,743,253	\$1,923,981	\$2,131,944	\$8,074,300	\$8,074,300	
Linn County	\$1,917,172	\$4,354,785	\$4,805,725	\$5,303,949	\$5,877,252	\$22,258,882	\$22,258,882	
Malheur County	\$479,293	\$1,088,696	\$1,201,431	\$1,325,987	\$1,469,313	\$5,564,720	\$5,564,720	
Morrow County	\$272,539	\$619,063	\$683,167	\$753,993	\$835,492	\$3,164,253	\$3,164,253	
Regue Valley Transportation District	\$3,608,793	\$8,197,243	\$9,046,070	\$9,983,903	\$11,063,062	\$41,899,072	\$41,899,072	
Salem Area Mass Transit District	\$7,386,749	\$16,778,732	\$18,516,174	\$20,435,802	\$22,644,706	\$85,762,163	\$85,762,163	
Sherman County	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Sunset Empire Transportation District (Clatsop County)	\$695,445	\$1,579,677	\$1,743,253	\$1,923,981	\$2,131,944	\$8,074,300	\$8,074,300	
Tillamook County Transportation District	\$357,120	\$811,186	\$895,184	\$987,990	\$1,094,782	\$4,146,262	\$4,146,262	
Tri County Metropolitan Transportation District	\$56,500,172	\$128,338,088	\$141,627,529	\$156,310,487	\$173,206,069	\$655,982,344	\$655,982,344	
Umatilla County	\$1,278,114	\$2,903,190	\$3,203,816	\$3,535,966	\$3,918,168	\$14,839,255	\$14,839,255	
Union County	\$404,110	\$917,920	\$1,012,971	\$1,117,989	\$1,238,832	\$4,691,823	\$4,691,823	
Wallowa County	\$100,000	\$200,000	\$212,017	\$233,998	\$259,291	\$1,005,306	\$1,005,306	
Wasco County	\$479,293	\$1,088,696	\$1,201,431	\$1,325,987	\$1,469,313	\$5,564,720	\$5,564,720	
Wheeler County	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$900,000	\$900,000	
Yamhill County	\$1,494,266	\$3,394,171	\$3,745,638	\$4,133,960	\$4,580,799	\$17,348,834	\$17,348,834	
<b>Total</b>	<b>\$95,125,253</b>	<b>\$215,706,974</b>	<b>\$237,786,272</b>	<b>\$262,189,485</b>	<b>\$290,270,100</b>	<b>\$1,101,078,083</b>	<b>\$1,101,078,083</b>	

Sources and notes:

- \* "Qualified entities" are mass transit districts, transportation districts, counties where no district is present and federally-recognized tribal governments. In counties
- \* Payroll data is from Oregon Employment Dept CCEW 2015 Annual by County report.
- \* Tribal population data is from 2012 ODOT phone survey of tribes for use in 5310 formula development.
- \* For situations where one "qualified entity" manages multiple counties, all employment data in their area of responsibility are aggregated for the purposes of the calculations.
- \* Distributions going forward will be adjusted to reflect then current data from Oregon Employment Department.

**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, June 22, 2017 – 6:30PM  
Transportation Building  
3600 Third Street, Tillamook, OR  
**Meeting Minutes**



1. Call to Order: Board Chair Judy Riggs called the meeting to order at 6:30pm
2. Pledge of Allegiance
3. Roll Call:

**Present**

**TCTD Board of Directors**

Judy Riggs, Board Chair  
Gary Hanenkrat, Director  
Lon Snider, Director  
Marty Holm, Vice Chair  
Jackie Edwards, Director  
Jim Huffman, Treasurer

**TCTD Staff**

Doug Pilant, General Manager  
Ronny Fox, Transit Supervisor  
Tabatha Welch, Accounting Specialist  
Cathy Bond, Operations Coordinator Acting Board Clerk

**Absent**

Cara Mico, Director (Absent)

**Guest**

Merrienne Hoffman, Future Board Member

4. Announcements and Changes to Agenda: None.
5. Public & Guest Comments: None.
6. 6:32pm – 7:36pm Executive Session: Performance Evaluations, ORS 192.660(2)(i)

There were no motions as a result of executive session.

**Public Budget Hearing**

Hearing opened at 7:37pm. There were no comments. The hearing closed at 7:38pm

**REPORTS****7. Information: General Managers Report:**

- a. Financial Report: GM Doug Pilant reviewed the May financial reports. The District is 92% through the fiscal year. There was a journal entry error, so the real amount of Professional Services Item 5100 is actually 73.3%, and Other Capital Item 6050 will be 100%.
- b. Serviced Performance Report: System-wide YTD Ridership increased 2.9%. Passenger per hour -3.3%, cost per trip +10.5%, cost per hour +6.9%, fare box return +2.0%.
- c. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA documents with the Board. The Coordinating Committee's last meeting was focused on learning how to manage the new website, which is now live at [nwconnector.org](http://nwconnector.org) The TCTD portion of the website is accessed by selecting Ride The Wave logo. TCTD has been tasked with taking the lead to finalize the revised IGA.
- d. Planning & Development:
  - i. Cape Kiwanda master plan committee met. The committee is pleased to learn about the shuttle service in Pacific City for the summer season. Jeff Shons is going to work with TCTD on marketing.
  - ii. Inter-city service enhancement plan. There is an opportunity to expand the Coastal Connector services. Salem is pulling out of service from Salem to Grand Ronde effective September 1, 2017. The Grand Ronde trip is now looking to Tillamook for help with options to provide services. GM Doug Pilant and Cathy Bond is going to meet with Kim Rogers in Grand Ronde at the end of the month to discuss options. He will bring more information to the Board in July.
- e. Grant Funding:
  - i. Section 5310 Grant: There's an agreement on the Consent Calendar.
  - ii. Section 5311 Grant: There's an agreement on the Consent Calendar.
- f. Facility/Property Management:
  - i. The Notice to Proceed was issued June 14, 2017. Pre-construction conference is scheduled for June 28<sup>th</sup>.
  - ii. Valerie Schumann said the Tillamook Family Counseling Center is still interested purchasing the vacant portion of the building. GM Doug Pilant asked that any proposals be brought in writing.
- g. Miscellaneous:
  - i. Cathy Bond is moving to HR as the new HR Specialist.
  - ii. There is a new Operations Coordinator coming on board, Clayton Norrbom. He is a previous driver of TCTD. He comes with 17 years of transit experience from Utah and Alaska and will be a great addition to the TCTD staff. He will come to the board meeting in July to meet the Board.
  - iii. Abila: Holiday Pay code was successful. A/R module will be the next step. Once the H/R module training is completed the module will be expanded to do online timesheets.

- iv. Neskowin Wayside: Waiting for ODOT permits. Hope to be done next week. GM Doug Pilant will be meeting with the site design team and hope to complete project end of July.
- v. ITS RFP: The 2 proposals received simply don't meet the needs of the District. GM Doug Pilant is working with a driver who has IT experience who has helped TCTD reach out to find IT people who can help build the network. TCTD will then look for another company to help maintain the system.
- vi. Scheduling and Dispatching Software: GM Doug Pilant has been researching options for automated scheduling and dispatching software. The technology has become more efficient and economical. He has looked at many software demonstrations and has it narrowed down to 2 services. He will try to finalize his research and bring a proposal to the Board in July.

**CONSENT CALENDAR**

- 8. Motion: Approval of Minutes of May 18, 2017 Board Meeting
- 9. Motion: Approval of Minutes of May 25, 2017 Budget Meeting Minutes
- 10. Motion: Acceptance of Financial Report: May 2017
- 11. Resolution 17-12 Authorizing the GM to Execute ODOT Grant Agreement No. 32217 for \$177,699 in Section 5310 Senior and Disabled Funding
- 12. Resolution 17-13 Authorizing the GM to Execute ODOT Grant Agreement No. 31972 for \$684,375 in Section 5311(f) Intercity Funding
- 13. Resolution 17-14 Authorizing the GM to Execute a Contract with Marie Mills Center for Transit Visitor Center Janitorial Services
- 14. Resolution 17-15 Authorizing the GM to Execute a Contract with Marie Mills Center for TCTD Administrative Facility Janitorial Services
- 15. Resolution 17-14 Authorizing the GM to Execute a Contract with Marie Mills Center for Confidential Document Destruction Services

Director Huffman asked why there are 2 separate contracts for the Transit Visitor Center and the Administrative offices. Superintendent Ronny Fox stated the frequency and type of services are different at each location.

**Motion** by Director Holm to adopt the Consent Calendar. *Motion Seconded* by Director Snider. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

**MOTION PASSED**

By Directors Hanenkrat, Edwards, Holm, Snider, Huffman  
and Board Chair Judy Riggs.  
Director Mico absent.

**ACTION ITEMS**

- 16. Resolution 17-17 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2017-18

GM Doug Pilant explained the Resolution to the Board.

*These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.*

**Motion** by Director Snider to Approve Resolution 17-17 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2017-18. *Motion Secoded* by Director Huffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

**MOTION PASSED**

By Directors Hanenkrat, Edwards, Holm, Snider, Huffman  
and Board Chair Judy Riggs.  
Director Mico absent.

17. Resolution 17-18 Authorizing the GM to Execute a Memorandum of Understanding with the Confederated Tribes of the Siletz Indians to provide up to \$171,472 in local matching funds for the Coastal Connector Service

GM Doug Pilant explained the Resolution to the Board.

**Motion** by Director Snider to Approve Resolution 17-18 Authorizing the GM to Execute a Memorandum of Understanding with the Confederated Tribes of the Siletz Indians to provide up to \$171,472 in local matching funds for the Coastal Connector Service. *Motion Secoded* by Director Huffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

**MOTION PASSED**

By Directors Hanenkrat, Edwards, Holm, Snider, Huffman  
and Board Chair Judy Riggs.  
Director Mico absent.

**DISCUSSION ITEMS**

18. Staff Comments/Concerns

GM Doug Pilant: Thanked his team and appreciates all the work they do and thanked Director Lon Snider for his 2 years of service to the Board. Also expressed admiration for Lon's wife's car.

Transit Superintendent Ronny Fox: Thanked Cathy Bond for the year and a half of work we have done together.

Accounting Specialist Tabatha Welch: None.

Board Clerk Cathy Bond: Pointed out the upcoming events and reminded Directors of the Fair sign-up to be in the booth this year.

19. Board of Directors Comments/Concerns

Gary Hanenkrat – Going to miss Lon Snider.

Jim Huffman – Welcomed Merrienne to the Board and thanked Lon Snider.

Lon Snider – Thanked everyone and shared how much he has enjoyed the Board.

Judy Riggs – Congratulated Cathy Bond for her new position. Always amazed with all the staff does and accomplishes each month. Thanked Lon Snider and welcomed Merrienne Hoffman. Shared a hand written thank you letter from Representative Debra Boone.

Care Mico – Absent.

Marty Holm – None.

Jackie Edwards – Welcomed Merrienne to the Board and thanked Lon Snider.

**UPCOMING EVENTS**

- June Dairy Parade – Saturday, June 24, 2017
- Rockaway Beach Parade – Wednesday, July 4, 2017
- City of Manzanita Parade – Wednesday, July 4, 2017
- Cloverdale Clover Days Parade – Saturday, July 1, 2017
- Pacific City Dory Days Parade – Saturday, July 15, 2017
- Garibaldi Days Parade – Saturday, July 22, 2017
- Tillamook County Fair – August 9-12, 2017

Adjournment: Board Chair Judy Riggs adjourned the meeting at 8:36pm.

**These minutes approved this 20<sup>th</sup> Day of July, 2017.**

ATTEST:

\_\_\_\_\_  
Judy Riggs, Board Chair

\_\_\_\_\_  
Doug Pilant, General Manager

*These minutes contain materials which paraphrase and/or summarize statements made during this meeting. Only text enclosed in quotation marks report a speaker's exact words.*



UMPQUA BANK: CLOSING DATE 06/23/2017			
Date	Vendor	Description of Transaction	Amount
<b>DOUG PILANT</b>			
25-May	PRECISION IMAGES	OFFICE REMODEL CHARGES	\$ 132.80
26-May	LA MEXICANA	DOUG & RONNY/MEAL	\$ 20.78
31-May	PRECISION IMAGES	OFFICE REMODEL CHARGES	\$ 61.34
8-Jun	THE SCHOONER	DOUG & CATHY/MEAL	\$ 48.00
9-Jun	LA MEXICANA	DOUG & RONNY/MEAL	\$ 22.49
12-Jun	USPS	POSTAGE	\$ 100.00
12-Jun	SHILO INN	DOUG & JIM/MEAL	\$ 38.80
15-Jun	LA MARGARITA	OTA MEETING/MEAL	\$ 18.00
19-Jun	GARIBALDI PORTSIDE	DOUG & JUDY/MEAL	\$ 29.00
			\$ -
			\$ 471.21
<b>RONNY FOX</b>			
05/30/17	CUMMINS	BUS 34 MAINTENANCE	\$ 707.55
06/02/17	R&J	BUS 30 LIFT	\$ 473.18
06/05/17	WAY SCARFF	BUS 34 INJECTOR DOSER	\$ 379.67
06/05/17	BIG WAVE CAFÉ	RONNY/CATHY MEAL	\$ 35.00
06/15/17	AMAZON	BUS 200 & 201 COMPRESSOR FANS	\$ 49.98
06/21/17	FLEETPRIDE	INVENTORY	\$ 175.93
			\$ -
			\$ 1,821.31
<b>CATHY BOND</b>			
06/05/17	UPS	POSTAGE/BLDG REMODEL	\$ 34.08
06/05/17	UPS	POSTAGE/BLDG REMODEL	\$ 34.08
06/05/17	UPS	POSTAGE/BLDG REMODEL	\$ 6.90
06/06/17	PARKING	SMALL CLAIMS/PARKING	\$ 14.00
06/07/17	GOLDEN VALLEY BREWERY	SMALL CLAIMS/MEAL	\$ 22.00
06/19/17	THE JOBNETWORK	RECRUITMENT/HIRING	\$ 225.00
06/21/17	TILLAMOOK ELECTRONICS	MONITOR CONVERTER	\$ 59.99
06/23/17	FRANZ	EMPLOYEE RECOGNITION	\$ 3.57
			\$ 399.62
<b>Grand Total</b>			\$ 2,692.14



**UMPQUA**  
B · A · N · K



**June 2017 Statement**

Open Date: 05/25/2017 Closing Date: 06/23/2017

Page 1 of 4  
7790



**Visa® Platinum Business Rewards Card**  
TILLAMOOK CNTY TRANS (CPN 001469460)

**Cardmember Service**  
BUS 30 ELN 78

**1-866-552-8855**  
15

<b>New Balance</b>	<b>\$2,692.14</b>
<b>Minimum Payment Due</b>	<b>\$27.00</b>
<b>Payment Due Date</b>	<b>07/22/2017</b>

<b>Reward Points</b>	
Earned This Statement	2,926
Reward Center Balance as of 06/22/2017	29,296
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$895.97
Payments	-	\$895.97 <sup>CR</sup>
Other Credits		\$0.00
Purchases	+	\$2,692.14
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	=	<b>\$2,692.14</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$27.00</b>
Credit Line		\$10,000.00
Available Credit		\$7,307.86
Days in Billing Period		30

*post in June*

Tillamook County Transportation District  
 Account \_\_\_\_\_  
 Account \_\_\_\_\_  
 Account \_\_\_\_\_  
 Approval \_\_\_\_\_  
 Date \_\_\_\_\_

**Payment Options:**



Mail payment coupon  
with a check



Pay online at  
[myaccountaccess.com](http://myaccountaccess.com)



Pay by phone  
1-866-552-8855



**UMPQUA**  
B · A · N · K

June 2017 Statement 05/25/2017 - 06/23/2017  
TILLAMOOK CNTY TRANS (CPN 001469460)

Page 2 of 4

Cardmember Service

1-866-552-8855



**Visa Business Rewards**

<b>Rewards Center Activity as of 06/22/2017</b>	
Rewards Center Activity*	0
Rewards Center Balance	29,296

\*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,458	7,712
Gas, Restaurants & Telecom Double Points	468	2,350
<b>Total Earned</b>	<b>2,926</b>	<b>10,062</b>

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

**Important Messages**

**Paying Interest:** You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Having good credit is important.

Find out how you can use credit to make the most out of life. Check out [smartcreditmatters.com](http://smartcreditmatters.com) to get tools on how to improve your credit score, pay down debt, or even tips on buying a car or house. [smartcreditmatters.com](http://smartcreditmatters.com), get more!

**Transactions**      PILANT, DOUGLAS      Credit Limit \$5000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
05/25	05/24	2133	PRECISION IMAGES MAIN 503-2742030 OR	\$132.80	_____
05/26	05/24	9115	LA MEXICANA TILLAMOOK OR	\$20.78	_____
05/31	05/30	3644	PRECISION IMAGES MAIN PORTLAND OR	\$61.34	_____
06/08	06/06	4415	THE SCHOONER RESTAURAN NETARTS OR	\$48.00	_____
06/09	06/07	2651	LA MEXICANA TILLAMOOK OR	\$22.49	_____
06/12	06/09	9463	USPS POSTAGE ENDICIA.C 800-576-3279 CA	\$100.00	_____
06/12	06/09	8232	SHILO INN REST TILLAMOOK OR	\$38.80	_____
06/15	06/13	7486	LA MARGARITA EXPRESS SALEM OR	\$18.00	_____
06/19	06/16	5561	GARIBALDI PORTSIDE GARIBALDI OR	\$29.00	_____
			<b>Total for Account</b>	<b>7808</b>	
				<b>\$471.21</b>	

25



**UMPQUA**  
B · A · N · K

June 2017 Statement 05/25/2017 - 06/23/2017  
TILLAMOOK CNTY TRANS (CPN 001469460)

Page 3 of 4

Cardmember Service

1-866-552-8855

**Transactions** FOX, RONALD B Credit Limit \$2000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
05/30	05/26	2039	CUMMINS NW PDC PORTLAND OR	\$707.55	_____
06/02	06/01	0040	R&J MOBILITY SERVICE L 503-860-3973 OR	\$473.18	_____
06/05	05/31	0274	WAY SCARFF FORD AUBURN 253-8331500 WA	\$379.67	_____
06/05	06/01	0406	BIG WAVE CAFE MANZANITA OR	\$35.00	_____
06/15	06/15	2809	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	\$49.98	_____
06/21	06/19	5654	FLEETPRIDE INC #746 503-2834165 OR	\$175.93	_____
			<b>Total for Account</b>	<b>8301</b>	<b>\$1,821.31</b>

**Transactions** BOND, CATHY Credit Limit \$1500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
06/05	06/02	6912	UPS*1ZKT39U80100004010 800-811-1648 GA	\$34.08	_____
06/05	06/02	6920	UPS*1ZKT39U80101050629 800-811-1648 GA	\$34.08	_____
06/05	06/02	0140	UPS*293560MNQD1 800-811-1648 GA	\$6.90	_____
06/06	06/05	5077	PARKNG MGMT CO 0610050 PORTLAND OR	\$14.00	_____
06/07	06/05	0058	GOLDEN VALLEY BREWERY BEAVERTON OR	\$22.00	_____
06/19	06/16	0228	THEJOBNETWORK.REALMATC 212-419-4649 NY	\$225.00	_____
06/21	06/19	4597	TILLAMOOK ELECTRONICS TILLAMOOK OR	\$59.99	_____
06/23	06/22	0336	FRANZ FAMILY BAKERY 90 TILLAMOOK OR	\$3.57	_____
			<b>Total for Account</b>	<b>2022</b>	<b>\$399.62</b>

**Transactions** BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
06/09	06/09	8	PAYMENT THANK YOU	\$895.97 <sup>CR</sup>	_____
			<b>Total for Account</b>	<b>7790</b>	<b>\$895.97<sup>CR</sup></b>

2017 Totals Year-to-Date	
Total Fees Charged in 2017	\$0.00
Total Interest Charged in 2017	\$0.00

26



**UMPQUA**  
B · A · N · K

June 2017 Statement 05/25/2017 - 06/23/2017  
TILLAMOOK CNTY TRANS (CPN 001469460)

Page 4 of 4

Cardmember Service

1-866-552-8855



### Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\*APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	13.24%	
**PURCHASES	\$2,692.14	\$0.00	YES	\$0.00	13.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	24.99%	

### Contact Us

Phone

Voice: 1-866-552-8855  
TDD: 1-888-352-6455  
Fax: 1-866-807-9053

Questions

Cardmember Service  
P.O. Box 6353  
Fargo, ND 58125-6353



Mail payment coupon  
with a check

Cardmember Service  
P.O. Box 790408  
St. Louis, MO 63179-0408



Online

[myaccountaccess.com](http://myaccountaccess.com)

End of Statement

TILLAMOOK CNTY TRANS

## Get Connected

Special Offers and important updates sent to you  
Take full advantage of your card benefits!

Visit "[email.myaccountaccess.com](http://email.myaccountaccess.com)" to enroll.

Visit [email.myaccountaccess.com](http://email.myaccountaccess.com) to enroll in Credit Card Account Access Click "to enroll" and enter your information

27

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 6/1/2017 Through 6/30/2017

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
12740	6/8/2017	180.75	24/7 TRUCK AND AUTO SERVICE	BUS 202 AIR CONDITIONING
12741	6/8/2017	783.50	TILLAMOOK COMPUTERS	COMPUTER SUPPORT
12742	6/8/2017	95.00	ALLAN NEWCOMB	CDL
12743	6/8/2017	168.93	ALSCO - Portland Linen	MAT SERVICE
12744	6/8/2017	171.92	Batteries Northwest	BUS 34 BATTERY
12745	6/8/2017	7,660.46	BOB'S AUTO & TRUCK PAINTING	BUS 300 - ACCIDENT REPAIRS
12746	6/8/2017	304.00	Bullard Law, P.C.	LEGAL
12747	6/8/2017	2,750.73	Carquest Auto Parts	VEHICLE MAINTENANCE
12747	6/8/2017	(16.97)	Carquest Auto Parts	CREDIT
12748	6/8/2017	700.00	City Of Tillamook	TRANSIT CENTER LEASE JULY 201
12749	6/8/2017	369.10	COUNTRY MEDIA	ADVERTISING
12749	6/8/2017	136.50	COUNTRY MEDIA	BOARD EXPENSE
12750	6/8/2017	71.14	CRYSTAL AND SIERRA SPRINGS	WATER
12751	6/8/2017	23.88	O'REILLY AUTOMOTIVE STORES	BRAKE CLEANER-SHOP SUPPLIES
12752	6/8/2017	64.76	CENTURYLINK	PHONES
12753	6/8/2017	461.51	GCR TIRES AND SERVICE	TIRES - INVENTORY
12753	6/8/2017	147.56	GCR TIRES AND SERVICE	tires
12754	6/8/2017	2,452.50	HyTEK PLASTICS	SCHEDULE HOLDERS FOR BUSES
12755	6/8/2017	210.00	INNOVA LEGAL ADVISORS	LEGAL/UNION
12756	6/8/2017	1,244.50	JORDAN SCHRADER RAMIS, PC	LEGAL
12757	6/8/2017	2,435.74	LES SCHWAB CENTRAL BILLED DEPT	VEHICLE EXPENSE
12758	6/8/2017	28.50	Marie Mills Center, Inc	SHREDDING
12758	6/8/2017	1,017.22	Marie Mills Center, Inc	JANITORIAL TRANSIT CENTER
12759	6/8/2017	100.00	North Coast Lawn	LAWN MAINTENANCE
12760	6/8/2017	58.68	DAVISON AUTO PARTS, INC.	INVENTORY
12760	6/8/2017	50.97	DAVISON AUTO PARTS, INC.	SHOP SUPPLIES
12761	6/8/2017	40.90	NORTHSIDE FORD	BUS 34 DPF GASKETS
12762	6/8/2017	2,775.00	NU-WAY PRINTING	BUS PASSES
12763	6/8/2017	771.00	PACIFIC SOURCE	FSA CONTRIBUTIONS
12764	6/8/2017	196.00	Pacific Office Automation	COPIER LEASE
12765	6/8/2017	141.22	Rosenberg Builders Supply	SHOP SUPPLIES
12765	6/8/2017	(5.99)	Rosenberg Builders Supply	CREDIT
12766	6/8/2017	116.06	Sheldon Oil Distributors	DEF DRUM
12766	6/8/2017	15,305.82	Sheldon Oil Distributors	FUEL
12767	6/8/2017	50.66	Tillamook PUD	ELECTRIC
12767	6/8/2017	39.72	Tillamook PUD	ELECTRIC
12768	6/8/2017	895.97	CARDMEMBER SERVICE	CARD CHARGES
12769	6/8/2017	49.95	VANIR BROADBAND, INC.	INTERNET
12770	6/13/2017	80.25	CATHY BOND	MILEAGE-GARDINER SMALL CLAIM
12771	6/13/2017	90.00	JAMES M. PALMER	CDL PHYSICAL
12772	6/13/2017	50.00	RANDALL STRUB	VEHICLE ACCIDENT
12773	6/13/2017	80.25	TABATHA WELCH	MILEAGE FOR AUDITORS MTG SAI
12774	6/21/2017	50.00	BIO-MED TESTING SERVICE, INC.	DRUG SCREEN
12775	6/21/2017	228.00	Bullard Law, P.C.	LEGAL
12776	6/21/2017	861.58	CoastCom, Inc.	PHONE
12777	6/21/2017	47.53	Dish Network	DISH
12778	6/21/2017	92.45	DOUGLAS PILANT	PTAC MILEAGE
12778	6/21/2017	81.43	DOUGLAS PILANT	TRANSIT PLAN MTG MILEAGE
12778	6/21/2017	72.55	DOUGLAS PILANT	ASTORIA - MILEAGE
12778	6/21/2017	41.66	DOUGLAS PILANT	MEETING/MILES/MEAL
12778	6/21/2017	77.04	DOUGLAS PILANT	TRANSIT MTG/MILEAGE
12778	6/21/2017	30.50	DOUGLAS PILANT	PACIFIC CITY-CAPE KIWANDA PLAN-MILEAGE
12778	6/21/2017	92.45	DOUGLAS PILANT	SALEM OTA MTG
12779	6/21/2017	260.36	Fred Meyer Customer Charges	OFFICE EXPENSES
12780	6/21/2017	5,310.00	Handi-Hut, Inc.	NESKOWIN BUS SHELTER
12781	6/21/2017	35.00	IAC WEBMEDIA WEB DESIGNS	WEB MAINTENANCE

28

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 6/1/2017 Through 6/30/2017

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
12782	6/21/2017	2,804.00	MAVERICK MEDIA	MARKETING NWOTA
12782	6/21/2017	1,117.98	MAVERICK MEDIA	MARKETING-NWOTA
12783	6/21/2017	21,343.44	TERRA MUIR (10th Floor)	HEALTH INSURANCE
12784	6/21/2017	28.00	NEW AGE CAR WASH	CAR WASH
12785	6/21/2017	3.00	OR DEPT OF MOTOR VEHICLES	DRIVING RECORD
12786	6/21/2017	96.57	SPECIAL DISTRICTS INS. SERVICE	LIFE INSURANCE
12787	6/21/2017	115.10	TILLAMOOK DIESEL REPAIR	BUS 28 BRAKE SHOES
12787	6/21/2017	90.43	TILLAMOOK DIESEL REPAIR	BUS 34 A/C MAINTENANCE
12787	6/21/2017	530.65	TILLAMOOK DIESEL REPAIR	BUS 29 A/C MAINTENANCE
12787	6/28/2017	(115.10)	TILLAMOOK DIESEL REPAIR	BUS 28 BRAKE SHOES
12787	6/28/2017	(90.43)	TILLAMOOK DIESEL REPAIR	BUS 34 A/C MAINTENANCE
12787	6/28/2017	(530.65)	TILLAMOOK DIESEL REPAIR	BUS 29 A/C MAINTENANCE
12788	6/21/2017	<u>13,910.50</u>	TRILLIUM SOLUTIONS, INC.	NWOTA WEBSITE
Report Total		<u>88,931.73</u>		

29

**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking

From 6/1/2017 Through 6/30/2017

Document Number	Document Date	Payee
060917-01	6/9/2017	DANIELLE F. AMAYA
060917-02	6/9/2017	SYLVIE G. BALLANCE
060917-03	6/9/2017	LAURA M. BEELER
060917-04	6/9/2017	JEREMY J. BELLANTE
060917-05	6/9/2017	NANCY A. BROWN
060917-06	6/9/2017	ERIN L. CLAWSON
060917-07	6/9/2017	CLIFFORD R. DERRICK
060917-08	6/9/2017	RICHARD A. DIETZ
060917-09	6/9/2017	KARRI L. HOOKER
060917-10	6/9/2017	JAMES N. JETT
060917-11	6/9/2017	ROBERT R. KENNEY
060917-12	6/9/2017	MICHAEL J. LOWENSTEIN
060917-13	6/9/2017	JOHN C. MAGNANO
060917-14	6/9/2017	ALLAN G. NEWCOMB
060917-15	6/9/2017	PAUL J. NORTON
060917-16	6/9/2017	JAMES M. PALMER
060917-17	6/9/2017	GENE L. PELLEW
060917-18	6/9/2017	DOUGLAS W. PILANT
060917-19	6/9/2017	RONALD G. PIMENTEL
060917-20	6/9/2017	GWENDOLYN J. RUSSELL
060917-21	6/9/2017	MICHAEL P. THOMPSON
060917-22	6/9/2017	TABATHA R. WELCH
060917-23	6/9/2017	DAVID T. WHEELER
062317-01	6/23/2017	DANIELLE F. AMAYA
062317-02	6/23/2017	SYLVIE G. BALLANCE
062317-03	6/23/2017	LAURA M. BEELER
062317-04	6/23/2017	JEREMY J. BELLANTE
062317-05	6/23/2017	NANCY A. BROWN
062317-06	6/23/2017	ERIN L. CLAWSON
062317-07	6/23/2017	CLIFFORD R. DERRICK
062317-08	6/23/2017	RICHARD A. DIETZ
062317-09	6/23/2017	KARRI L. HOOKER
062317-10	6/23/2017	JAMES N. JETT
062317-11	6/23/2017	ROBERT R. KENNEY
062317-12	6/23/2017	MICHAEL J. LOWENSTEIN
062317-13	6/23/2017	JOHN C. MAGNANO
062317-14	6/23/2017	ALLAN G. NEWCOMB
062317-15	6/23/2017	PAUL J. NORTON
062317-16	6/23/2017	JAMES M. PALMER
062317-17	6/23/2017	GENE L. PELLEW
062317-18	6/23/2017	DOUGLAS W. PILANT
062317-19	6/23/2017	RONALD G. PIMENTEL
062317-20	6/23/2017	GWENDOLYN J. RUSSELL
062317-21	6/23/2017	MICHAEL P. THOMPSON
062317-22	6/23/2017	TABATHA R. WELCH
062317-23	6/23/2017	DAVID T. WHEELER
4862	6/9/2017	DONALD M. ANDERSON
4863	6/9/2017	CATHRYN L. BOND
4864	6/9/2017	JERRY D. BOND
4865	6/9/2017	JAMES P. BROWN
4866	6/9/2017	BRANDON L. CARLSON
4867	6/9/2017	RONALD B. FOX
4868	6/9/2017	VANCE L. HOWARD
4869	6/9/2017	ROBERT W. JEANS
4870	6/9/2017	ROBERT W. RYAN
4871	6/9/2017	CYNDIE S. SIEMSEN
4872	6/9/2017	LEONARD W. STITT

30



**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking

From 6/1/2017 Through 6/30/2017

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
4873	6/13/2017	UNITED FINANCE
4874	6/13/2017	HRA VEBA TRUST
4875	6/15/2017	BRANDON L. CARLSON
4876	6/23/2017	DONALD M. ANDERSON
4877	6/23/2017	CATHRYN L. BOND
4878	6/23/2017	JERRY D. BOND
4879	6/23/2017	JAMES P. BROWN
4880	6/23/2017	RONALD B. FOX
4881	6/23/2017	VANCE L. HOWARD
4882	6/23/2017	ROBERT W. JEANS
4883	6/23/2017	ROBERT W. RYAN
4884	6/23/2017	CYNDIE S. SIEMSEN
4885	6/23/2017	LEONARD W. STITT
4886	6/23/2017	ATU LOCAL #757
4887	6/23/2017	Shriners Hospital for Children
4888	6/23/2017	AUTISM SOCIETY OF OREGON
4889	6/23/2017	ANGELA HOWARD
4890	6/23/2017	Cyndie Siemsen

**Tillamook County Transportation District**

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 6/1/2017 Through 6/30/2017

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
3985	6/8/2017	69.00	ALLEN'S LOT MAINTENANCE LLC	LOT SWEEPING
3986	6/8/2017	165.57	City Of Tillamook	WATER/SEWER
3987	6/8/2017	211.46	E C COMPANY	EXTEND CIRCUIT FOR DISPOSAL I IN BREAKROOM
3988	6/8/2017	541.50	JORDAN SCHRADER RAMIS, PC	LEGAL
3989	6/8/2017	277.81	Marie Mills Center, Inc	JANITORIAL OFFICE
3990	6/8/2017	388.00	North Coast Lawn	LAWN MAINTENANCE
3991	6/8/2017	204.00	NORTH COAST DOOR CO.	GARAGE DOOR WORK
3992	6/8/2017	400.00	PLANNING SOLUTIONS	BUILDING RENOVATION
3993	6/8/2017	1,144.68	Tillamook PUD	ELECTRIC
3994	6/8/2017	<u>135.25</u>	dba CITY SANITARY SERVICE	GARBAGE
Report Total		<u>3,537.27</u>		

32

**BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager )  
to Purchase Dodge Caravans )  
from Creative Bus Sales )**

**RESOLUTION NO. 17-19**

**WHEREAS**, the Tillamook County Transportation District included the purchase of two (2) Category E-3 modified minivans in the District's FY-2017-18 Budget; and

**WHEREAS**, the District solicited quotes from retailers for the purchase of vans based on the price agreement the retailers have with the State of Oregon Department of Administrative Services; and

**WHEREAS**, based on the quote provided and District's preferred specifications, the District recommends purchasing two Dodge Caravans from Creative Bus Sales for \$89,596; and

**WHEREAS**, purchasing a bus through the competitively bid contract between Creative Bus Sales and the State would provide significant cost savings to the District, would not reduce competition or give favoritism, and would be in the best interest of the District.

**NOW, THEREFORE, BE IT RESOLVED** by the Tillamook County Transportation District Board of Directors:

that the Board authorizes the General Manager to enter into a contract not to exceed \$89,596 with Creative Bus Sales to purchase two (2) Category E-3 Dodge Caravans.

INTRODUCED AND ADOPTED this 20<sup>th</sup> day of July 2017.

ATTEST:

By: \_\_\_\_\_  
Judy Riggs, Board Chair

By: \_\_\_\_\_  
Doug Pilant, General Manager

**MEMO TO:** BOARD OF DIRECTORS  
**FROM:** DOUG PILANT, GENERAL MANAGER *Doug*  
**SUBJECT:** DIAL-A-RIDE VAN PURCHASE

**Issue**

Shall the Board authorize the General Manager to purchase two (2) Category E-3 Dodge Caravans from Creative Bus Sales?

**Background and Findings**

1. Tillamook County Transportation District budgeted \$90,000 to purchase two (2) Category E-3 Dodge Caravans in FY 2017-18.
2. Oregon's transit agencies are encouraged to purchase transit vehicles through the Oregon Department of Administrative Services (DAS) State Price Agreement.
3. TCTD conducted a request for quotation (RFQ) process requesting quotes from Creative Bus Sales, Western Bus Sales, Schetky NW Sales, and New Flyer Bus Sales for vehicles they listed on the State Price Agreement.
4. The District received one (1) quote from Creative Bus Sales for a Braun Entervan on a Dodge Caravan chassis.
5. A summary of Creative Bus Sales quote for each vehicle is listed in the table below:

	Creative Bus Sales	Schetky NW Sales	Western Bus Sales	New Flyer Bus Sales
Vehicle Base Price	\$40,774			
Required Specifications	\$1,200			
Preferred Specifications	\$2,824			
Total Price	\$44,798			

**Recommendation**

Staff recommends the Board adopt Resolution #17-19 authorizing the General Manager to purchase two (2) Category E-3 Dodge Caravans from Creative Bus Sales for \$89,596.

**BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager  
to Purchase Two Intercity Buses  
from Western Bus Sales** )  
)  
)

**RESOLUTION NO. 17-20**

**WHEREAS**, the Tillamook County Transportation District received an ODOT Rail Public Transit Division (RPTD) Section 5311(f) capital grant funds for the purchase of one intercity transit bus; and

**WHEREAS**, the District solicited quotes from four retailers for the purchase of a two intercity buses based on the price agreement the retailers have with the State of Oregon Department of Administrative Services; and

**WHEREAS**, based on the quotes provided and District's preferred specifications, the District recommends purchasing one (1) Freightliner Champion Defender bus from Western Bus Sales for \$172,228; and

**WHEREAS**, purchasing a bus through the competitively bid contract between Western Bus Sales and the State would provide significant cost savings to the District, would not reduce competition or give favoritism, and would be in the best interest of the District.

**NOW, THEREFORE, BE IT RESOLVED** by the Tillamook County Transportation District Board of Directors:


that the Board authorizes the General Manager to enter into a contract not to exceed \$172,228 with Western Bus Sales to purchase one (1) Freightliner Champion Defender Category B, medium size heavy-duty bus.

INTRODUCED AND ADOPTED this 20<sup>th</sup> day of July 2017.

ATTEST:

By: \_\_\_\_\_  
Judy Riggs, Board Chair

By: \_\_\_\_\_  
Doug Pilant, General Manager

**MEMO TO:** BOARD OF DIRECTORS  
**FROM:** DOUG PILANT, GENERAL MANAGER   
**SUBJECT:** INTERCITY BUS PURCHASE

**Issue**

Shall the Board authorize the General Manager to purchase one (1) Category B medium sized heavy-duty Freightliner bus from Western Bus Sales?

**Background and Findings**

1. The ODOT Rail and Public Transit Division (RPTD) awarded TCTD a Section 5311(f) Capital Grant to purchase one (1) Category B medium sized heavy-duty bus to be used for the District's intercity services.
2. Oregon's transit agencies using the capital grant funds to purchase buses through the Rail Public Transit Division (RPTD) are encouraged to purchase transit vehicles through the Oregon Department of Administrative Services (DAS) State Price Agreement.
3. The District conducted RPTD's request for quotation (RFQ) process requesting quotes from Creative Bus Sales, Western Bus Sales, Schetky NW Sales, and New Flyer Bus Sales for vehicles they listed on the State Price Agreement.
4. The District received two quotes from Creative Bus and one from Western Bus. Creative provided a quote for a Starcraft on an International chassis while Western provided a quote for a Champion Defender on a Freightliner chassis. Schetky NW and New Flyer Bus Sales did not provide any quotes.
5. A summary of the bids received are listed in the table below:

	Creative Starcraft	Creative Glavel	Western Champion	New Flyer Bus Sales
Vehicle Base Price	\$111,642	\$115,636	\$110,739	
Required Specifications	28,208	19,634	\$22,346	
Preferred Specifications	46,034	39,459	39,143	
Total Price	\$185,884	\$174,729	\$172,228	

**Recommendation**

Staff recommends the Board adopt Resolution #17-20 authorizing the General Manager to purchase one (1) Category B Freightliner medium size heavy-duty intercity bus from Western Bus Sales for \$172,228.

**BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager )  
to Purchase Computer Aided )  
Dispatching and Scheduling )  
Software from Ecolane USA, Inc. )**

**RESOLUTION NO. 17-21**

**WHEREAS**, the Tillamook County Transportation District received an ODOT Section 5310 grant to purchase computer hardware and computer aided dispatching and scheduling software; and

**WHEREAS**, TCTD solicited quotes from seven (7) vendors to purchase computer aided dispatching software and annual maintenance fees; and

**WHEREAS**, the District determined the Ecolane real-time dynamic dispatching software will provide the most benefits to the District by increasing dispatcher and driver productivity, reducing vehicle miles and mileage expenses, and improve customer service.

**NOW, THEREFORE, BE IT RESOLVED** by the Tillamook County Transportation District Board of Directors:

that the Board authorizes the General Manager to execute a Software License and Service Agreement not to exceed \$148,949 with Ecolane USA, Inc. to purchase the Ecolane dispatching and scheduling software and maintenance fees for the 5-year term of the Agreement.

INTRODUCED AND ADOPTED this 20<sup>th</sup> day of July 2017.

ATTEST:

By: \_\_\_\_\_  
Judy Riggs, Board Chair

By: \_\_\_\_\_  
Doug Pilant, General Manager

**MEMO TO:** BOARD OF DIRECTORS  
**FROM:** DOUG PILANT, GENERAL MANAGER *Doug*  
**SUBJECT:** COMPUTER AIDED SCHEDULING AND DISPATCHING SOFTWARE

**Issue**

Shall the Board authorize the General Manager to execute a Software License and Service Agreement with Ecolane USA Inc., to purchase the Ecolane Scheduling and Dispatching software and annual license fees for 5-years?

**Background and Findings**

1. Over the past 5-years the TCTD dial-a-ride (DAR) and non-emergency medical transportation (NEMT) trips have increased 154% from 7,072 trips in FY 2011-12 to 17,949 in FY 2016-17 while annual fare and contract revenue has grown from just over \$7,000 per year to almost \$530,000.
2. In 2012 TCTD developed its own in-house scheduling and dispatching software application called Transit Ace, which served the District well until daily ridership exceeded 1,000 trips per month. Transit Ace requires dispatchers to perform a lot of time-consuming manual tasks to provide customer service, schedule and dispatch trips, time-stamp trips, and reconciliation of the database.
3. District staff has been studying computer aided dispatching and software programs that are currently being widely used in the public transportation industry to automate the scheduling, dispatching and data reconciliation processes.
4. TCTD staff has studied dispatching and scheduling software programs from the following vendors: RouteMatch, Shaw Software, Mobilitate, ETS Transit Systems, Ecolane, TSO Mobile Solutions, and TransLoc.
5. Staff learned that over the past 3 to 5 years scheduling and dispatching software applications have evolved into two (2) categories called legacy and real-time dynamic software systems.
  - a. Legacy software applications are applications designed for 24-hour notice for trip scheduling. Legacy software require dispatchers to manually schedule trip requests to routes, and manage workday issues such no-shows, cancellations, and other trips request modifications.
  - b. Real-time dynamic scheduling applications are designed for the dispatcher to insert trips into the program that assigns trips to drivers throughout the workday. This enables dispatchers to focus on customer service. The software's continual recalculation of trips to drivers increases driver productivity and reduces mileage based expenses.



6. Staff has determined the real-time dynamic scheduling software will provide the most benefits to the District's DAR and NEMT programs by: 1) Reducing DAR and NEMT dispatching expenses; 2) Increasing driver productivity; 3) Reducing vehicle miles and mileage expenses; and, 4) Improve customer service.
7. There are two (2) vendors who sell and support real-time dynamic software applications. These vendors are TransLoc and Ecolane USA, Inc. There are substantial differences between these two software applications, which are listed below:
  - a. Ecolane is designed to operate throughout multiple counties and can be programmed to implement the TCTD DAR fare policy, the NEMT pricing model, and accommodate multiple funding sources.
  - b. TransLoc software is designed for a more localized service area and can only accommodate one (1) funding source.
8. Staff concluded that purchasing the Ecolane real-time dynamic software will provide the District more value since it can be adapted to TCTD's service and funding policies as well as reducing variable costs and increasing dispatcher and driver productivity.
9. TCTD budgeted \$203,000 in FY 2017-18 to purchase computer hardware, computer-aided dispatching and scheduling software, accounting and payroll software, annual license agreements, and computer repair and maintenance.

**Recommendation**

Staff recommends the Board adopt Resolution 17-21 authorizing the General Manager to purchase a software and license agreement not to exceed \$148,949 from Ecolane USA, Inc. to purchase the Ecolane dispatching and scheduling software and service and license agreement for 5-years.

**ECOLANE USA INC.****SOFTWARE LICENSE & SERVICES AGREEMENT**

THIS SOFTWARE LICENSE & SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of June 30<sup>th</sup>, 2017 by and between Ecolane USA Inc., a Delaware corporation ("**Licensor**"), located at 940 West Valley Road, Suite 1400, Wayne, PA 19087, and \*\*\*\*\* ("**Licensee**") located at \*\*\*\*\*. Licensor and Licensee may be referred to individually as a "**Party**", or together as the "**Parties**".

**1. AGREEMENT DEFINITIONS**

- 1.1 "**Confidential Information**" means information relating to or disclosed in the course of, or in connection with this Agreement, which is, or should be reasonably understood to be, confidential or proprietary to a Party, including, but not limited to, information concerning such Party's business, products, services, content, finances, subscribers, source code, tools, protocols, product designs and plans, customer lists and other marketing and technical information, the existence of any business discussions, negotiations or agreements between the Parties, the terms of this Agreement, and any other unpublished information.
- 1.2 "**Contractor**" means a non-employee individual or business hired by Licensee to perform on Licensee's behalf certain functions permitted hereunder.
- 1.3 "**Documentation**" means Licensor's User Guides and Training Manuals and any other written materials provided by Licensor for aid in the use and operation of the Licensor Software that Licensor indicates in writing as constituting "Documentation" under this Agreement.
- 1.4 "**Intellectual Property Rights**" means all patents, inventions, trademarks, service marks, copyrights, moral rights, trade secrets, database rights, rights in designs, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration, and whether subsisting in the United States or any other part of the world, together with all or any goodwill relating to the same.
- 1.5 "**License Date**" has the meaning set forth in Section 3.
- 1.6 "**Licensor Software**" means Licensor's Ecolane DRT software, in object code format, licensed to Licensee hereunder and, in the event Licensee purchases applicable license, all updates and upgrades provided under the Support Services, if any. The "Mobile Module" shall be deemed part of the Licensor Software for all purposes except Section 2.1(a).
- 1.7 "**Mobile Module**" means the portion of Licensor Software that is installed on a mobile unit.
- 1.8 "**Support Services**" means Licensor's support and maintenance services described on Exhibit B.
- 1.9 "**Support Period**" means the time period during which Licensee is current in license fees.

**2. SOFTWARE LICENSE**

- 2.1 **License Grant.** Subject to the terms and conditions hereof, Licensor grants to Licensee a non-exclusive, limited, non-transferable, without right to sublicense, license to: (a) remotely access and use the Licensor Software, which Licensor Software shall be hosted on Licensor's or its designated third party's servers, and use the Documentation, all for Licensee's own internal business uses, and (b) load or install, store and run the Mobile Module on a mobile unit approved by Licensor, for Licensee's own internal business uses. Licensor shall designate the URL and password formats for Licensee's access of the Licensor Software.

2.2 **License Restrictions; Licensee Rights and Obligations.**

Licensee shall not:

- a. modify, make derivative works of, reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code for the Licensor Software,
- b. allow the Licensor Software to be combined with or become incorporated in any other computer programs,
- c. distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Licensor Software (except as expressly permitted hereunder),

- d. remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Licensor Software, or
          - e. Except as set forth in Section 2.3 or as otherwise may be agreed to in writing by Licensor, permit any third party to use the Licensor Software or Documentation or use the Licensor Software or Documentation on behalf of or for the benefit of any third party in any way whatsoever.
  - 2.3 **Copies; Records.** Licensee may make only so many copies of the Mobile Module as are reasonably necessary for operational security and for its permitted use hereunder. Licensee shall supervise and control, and maintain accurate and complete records regarding the use and location of the Mobile Module Software and Documentation, and the access to the Licensor Software.
  - 2.4 **Limited Use by Contractors.** Licensee may allow its Contractors to exercise the rights granted hereunder on behalf of Licensee and solely for Licensee's benefit, provided that (a) Licensee ensures that such Contractors use the Licensor Software only in accordance with the terms of this Agreement and (b) Contractors are subject to confidentiality obligations substantially similar to Licensee's obligations herein. Licensee shall be fully responsible for any breach of this Agreement caused by Contractors.
3. **DELIVERY ACCESS.** On or before the 120 days following the date hereof, Licensor shall (a) deliver the number of copies of Software and Documentation, all as may be identified on Exhibit A, by electronic means, (b) provide access to the Licensor Software. The date of such delivery and access shall be referred to herein as the "License Date". Licensor shall use commercially reasonable efforts to make the Licensor Software available for the hours and days as described in Exhibit A beginning on the License Date. Scheduled maintenance done by Licensor will be done outside Licensee's scheduled hours of availability as identified in Exhibit B.
4. **PROPRIETARY RIGHTS.** Licensor (and/or its affiliates or vendors) retain all right, title and interest in and to the Licensor Software and Documentation, including, without limitation, all Intellectual Property Rights related thereto and all modifications thereof. The Parties acknowledge each other's trademark rights, and except as permitted by Section 15.11, neither Party shall use the other Party's trade name or trademarks in any manner whatsoever absent the other Party's prior written consent. Nothing in this Agreement assigns any rights, title or interest in any Licensor's (and/or its affiliates' or vendors') Intellectual Property Rights to Licensee.
5. **SERVICES.**
- 5.1 **Support Services.** Licensor shall provide Support Services commencing on the License Date on the terms and conditions set forth on Exhibit B.
  - 5.2 **Installation Assistance, Training or Other Services.** If Licensee and Licensor have agreed that Licensor will provide Licensee with any installation assistance of Mobile Modules, training or other services, the terms and conditions of such services will be identified on Exhibit A or another Exhibit to this Agreement.
  - 5.3 **Custom Development.** If Licensor agrees to perform any customized software development work for Licensee that the parties intend for Licensee to own, Licensee will have no such ownership rights unless the parties mutually execute a written addendum to this Agreement that fully satisfies the following conditions: (i) the scope and description of the mutually agreed work product is described, and (ii) the addendum includes an express statement that such work product is "intended to be a work made for hire for, and owned by, Licensee". Notwithstanding the foregoing or any content of any such addendum, in no case whatsoever does Licensor assign or otherwise transfer to Licensee any right, title or interest in or to Licensor Software, Documentation or any other preexisting Intellectual Property Rights of Licensor.
6. **GENERAL OBLIGATIONS OF LICENSEE**
- 6.1 Licensee shall (a) promptly provide Licensor and its authorized agents with such information and assistance as may be reasonably requested in order to carry out its obligations hereunder, (b) without charge, provide suitable office accommodation, materials, equipment and support services (including use of telephone and support services) reasonably requested in connection with performance of any services at Licensee's premises ordered by Licensee under Section 5, (c) procure all necessary rights from third parties (including intellectual property licenses in relation to Licensee's computer software) which are from time to time required in order for Licensor to provide services in an authorized and legal manner, and (d) with ten (10) days advance notice, permit Licensor and its authorized

representatives to enter on to Licensee's premises or mobile units where the Mobile Modules or Documentation are located or from where the Licensor Software is accessed or services are provided in order to verify Licensee's compliance with the terms of this Agreement. In connection with this review, Licensor may inspect records directly related to Licensee's performance of this Agreement or use of Licensor Software or Documentation kept by or on behalf of the Licensee and make copies of the same.

## 7. FEES AND PAYMENT.

- 7.1 **Payment.** Licensee agrees to pay Licensor the fees specified in Exhibit A in accordance with the payment schedules set forth in Exhibit A. The Parties agree to the allocation of the fees and payments to software, service (if any) and hardware (if any) as designated on Exhibit A. Licensee shall pay Licensor's invoices in U.S. dollars to Licensor's address set forth on Exhibit A no later than thirty (30) days following the receipt of a written invoice. Any overdue payments will bear interest at the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed under applicable law until the overdue payment and accrued interest are fully paid.
- 7.2 **Taxes.** Licensee shall be responsible for any and all sales, use, excise, value-added or similar taxes that may be due under this Agreement and Licensor will use commercially reasonable efforts to identify any applicable taxes on its invoice to Licensee. Licensee will pay applicable taxes on the invoice or, in lieu of the payment of any such taxes; Licensee may provide Licensor with a certificate acceptable to the taxing authorities exempting Licensee from payment of these taxes. Notwithstanding the foregoing, in no event shall Licensee be obligated to pay any tax paid or owed on income or net worth of Licensor or paid for Licensor's doing business in any particular locality or jurisdiction.

## 8. WARRANTIES.

- 8.1 **Licensor Software Warranties.** With respect to the Licensor Software, Licensor warrants that: (a) the tangible media on which the Mobile Module resides, if applicable, shall be free of material defects in workmanship, design and material, (b) neither the Licensor Software nor the Documentation infringes, misappropriates or otherwise violates any U.S. Intellectual Property Rights of any third parties, (c) the Licensor Software does not contain any computer viruses, Trojan horses, time bombs, cancel bots or other computer programming routines that are intended to detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, and (d) Licensor Software will operate substantially in accordance with the Documentation. The warranties set forth in Section 8.1 ("Software Warranties") shall survive for a period of three hundred sixty five days (365) days following the License Date ("Warranty Period"). In the event of a breach of a Software Warranty reported to Licensor in writing during the Warranty Period, Licensee's sole remedy for such breach shall be to have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such error or failure, at no charge to Licensee, or in Licensor's discretion, provide an equitable refund to Licensee. The Software Warranties and remedies apply only to the most recent version of the Licensor Software, and shall not apply to any breach, fault or error that has been caused by Licensee's failure to use the Licensor Software in accordance with the Documentation requirements, any misuse, corruption, or abuse of, or modification to, the Licensor Software by Licensee or any use of the Licensor Software with any software or equipment not approved in advance in writing by Licensor.
- 8.2 **Licensor Services Warranties.** Licensor warrants that all services that are performed under this Agreement will be performed in a professional and workmanlike manner by qualified personnel, and Licensor has the required skills and experience to perform such services and such warranties shall survive for thirty days following performance of the services. Licensee's sole remedy for breach of a warranty in Section 8.2 shall be to notify Licensor of any breach within ninety (90) day following performance of the services and have Licensor use commercially reasonable efforts to promptly correct, replace or provide a work around for such breach, at no charge to Licensee, or in Licensor's discretion, provide an equitable refund to Licensee.
- 8.3 **Licensor General Warranties.** Licensor represents and warrants that Licensor owns, or has all necessary rights to, the Licensor Software and Documentation, and has all necessary rights and authority to grant the rights granted hereunder to Licensee and to carry out its obligations hereunder.

- 8.4 **Information Security.** Licensor has administrative, physical and technical safeguards in place to protect Confidential Information that are no less rigorous than accepted industry standards for information security. Licensor shall abide by its obligations under this Agreement and Licensor's standard policies and procedures, a copy of which [are attached as Exhibit [EXHIBIT NUMBER] to this Agreement/available to Licensee upon request].
- 8.5 **Mutual Warranties.** Each Party represents and warrants to the other Party: (a) such Party's execution, delivery and performance of this Agreement have been authorized by all necessary corporate action, do not violate in any material respect the terms of any law, regulation, or court order to which Licensor is subject, do not violate the terms of any material agreement to which Licensor is a party, and are not subject to the consent or approval of any third party, (b) this Agreement is the valid and binding obligation of such Party, enforceable against Licensor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other similar laws relating to creditors' rights generally, or general equitable principles, (c) such Party is not subject to any pending or, to such Party's knowledge, threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder, and (d) such Party has secured or shall secure all material permits, licenses, regulatory approvals and registrations to perform its obligations hereunder.
- 8.6 **Disclaimer of Warranty.** EXCEPT AS SET FORTH IN SECTIONS 8.1 to 8.5, LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT OF THIRD PARTIES' RIGHTS, AND SECURE, ERROR-FREE OR UNINTERRUPTED OPERATION.
- 8.7 **Limitation of liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF THE PARTY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE OTHER BY ANY THIRD PARTY, UNLESS SUCH CLAIMS ARISE OUT OF THE INDEMNITY OBLIGATIONS UNDER SECTIONS 10.1 AND 10.4 OR DUE TO A BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9. LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE DATE OF ANY CLAIM. A "CLAIM" IS WHEN ANY OCCURRENCE GIVING RISE TO LICENSOR LIABILITY HEREUNDER IS KNOWN TO LICENSEE OR SHOULD BE KNOWN.

Licensee acknowledges and agrees that (i) it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles (i.e. any automotive machinery utilized for the transport of persons or goods in which Ecolane Products has been incorporated or installed) in conjunction with the use or operation of Licensor Software and Mobile Modules (the "Ecolane Products"), (ii) Licensor shall not be liable to Licensee for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Licensee in conjunction with or separate from the use of the Ecolane Products, including any personal injury or property damage claim or action, and Licensee shall defend, indemnify and hold Licensor harmless from any such claim or action, and (iii) Licensee shall include this paragraph, or the substance thereof, in any third party agreements pursuant to which Ecolane Products are provided to a third party.

## 9. CONFIDENTIALITY.

- 9.1 **Confidentiality Obligations.** Each Party acknowledges that Confidential Information may be disclosed to the other Party during the course of this Agreement. Each Party agrees that, during and following the term of this Agreement, it shall hold in strict confidence the other Party's Confidential Information and will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to (a) prevent use of the other Party's Confidential Information for any purpose other than to carry out its rights and obligations hereunder, and (b) prevent the disclosure of the other Party's Confidential Information, other than to its employees or Contractors

who must have access to such Confidential Information for such Party to exercise its rights and perform its obligations hereunder and who each agree to be bound by agreements with a duty of confidentiality no less protective of confidential information than provided herein.

- 9.2 **Exclusions.** The Parties' obligations set forth in Section 9.1 shall not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was disclosed to or observed by the receiving Party; (b) entered the public domain through no fault of the receiving Party; (c) is rightfully received by the receiving Party from a third party without a duty of confidentiality; (d) is independently developed by the receiving Party without reference to or incorporation of the other Party's Confidential Information; (e) is disclosed in accordance with the state Public Information Act, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed and will provide the disclosing Party notice of such possible disclosure prior to disclosure in order to allow an opportunity for the disclosing Party to contest such disclosure; or (f) is disclosed with the other Party's prior written approval.
- 9.3 **Return of Confidential Information.** Each Party agrees to return to the other Party or, at the request and instruction of the disclosing Party, destroy, and certify that it has destroyed, all material embodying Confidential Information (in any form or medium and including, without limitation, all summaries, copies and excerpts of Confidential Information) at any such time as the disclosing Party may so request.

## 10. INDEMNIFICATION.

- 10.1 **Indemnification by Licensor.** Licensor shall to the extent allowed by state law indemnify, defend and hold harmless Licensee, and its officers, directors, employees and agents, from and against any and all claims made or threatened by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation or defense ("Damages"), to the extent such Damages arise out of or relate to a third-party claim that (a) the Licensor Software, Documentation or services provided by Licensor hereunder, or Licensee's use of the same in accordance with this Agreement, infringe, misappropriate, or otherwise violate any third party's U.S. Intellectual Property Rights, or (b) Licensor has failed to adhere to its standard policies and procedures set forth in Section 8.4. Licensor's indemnity obligation shall not extend to claims based on an unauthorized modification, combination or use of the Licensor Software by Licensee.
- 10.2 **Notification of 3rd Party Claims.** Licensor will promptly notify Licensee of any threat, warning, claim or action against Licensor or suppliers, that could have an adverse impact on Licensee's use of the Licensor Software.
- 10.3 **Remedies.** If Licensor informs Licensee or Licensee determines that it must discontinue use of the Licensor Software, the Documentation, or any service furnished under this Agreement because of an existing or anticipated claim, or adjudication, that the Licensor Software, Documentation, or service infringes, misappropriates or otherwise violates any intellectual property right of a third party, Licensor, at its own expense and in its reasonable discretion, shall either: (a) secure for Licensee the right to continue using the Licensor Software, Documentation, or service; (b) replace or modify the Licensor Software, Documentation, or service to make it non-infringing; provided, however, that such modification or replacement shall not degrade the operation or performance of the Licensor Software, Documentation, or service; or if Licensor determines (a) or (b) to be commercially unreasonable, then (c) refund to Licensee any unamortized portions of the fees paid by Licensee, based on a straight line amortization over the initial term of this Agreement.
- 10.4 **Indemnification by Licensee.** Licensee shall indemnify, defend and hold harmless Licensor, and their officers, directors, employees, and agents ("Indemnified Parties") from and against any and all claims made or threatened by any third party and all Damages, to the extent such Damages arise out of or relate to (a) Licensee's breach of the obligations assumed under this Agreement, or (b) an infringement or related claim that unauthorized modification, combination or use of the Licensor Software made by Licensee.
- 10.5 **Defense and Settlement.** A Party seeking indemnity ("Indemnified Party") shall provide the other Party ("Indemnifying Party") prompt notice of any such claim made against it for which it is entitled to indemnity hereunder. Each party shall cooperate with the other party and in the defense of any such

claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof, provided that Indemnifying Party shall control the defense, negotiations and settlement or compromise thereof and shall keep the Indemnified Party informed of the proceedings and review and consider input from the Indemnified Party; provided, that Indemnified Party shall be given the right to consent to the terms of any settlement or compromise with respect to such matter, and such approval shall not be unreasonably withheld by Indemnified Party.

- 11. EXPORT CONTROL.** The Parties agree that Licensee shall not, and shall not permit, use of the Licensor Software and Documentation outside of the United States and Canada. To the extent Licensee seeks to use Licensor Software and Documentation outside of the United States and Canada, Licensee shall be solely responsible for full compliance with all export and import laws and restrictions and regulations of any United States or foreign agency or authority, and shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the same.
- 12. NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in English in writing and will be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the party to whom the same is directed; (iii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iv) five business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. Licensor's and Licensee's Addresses for receipt of notices are provided on Exhibit A.
- 13. TERM AND TERMINATION.**
- 13.1 **Term.** Unless terminated earlier in accordance with Section 13.2, this Agreement shall remain in effect for the applicable term or terms set forth on Exhibit A, as the term or terms may vary for the license to the Licensed Software and Documentation and the Support Services or other services. The term of the agreement will commence upon contract signing and will continue for as long as license fees are maintained.
- 13.2 **Termination; Effect of Termination.** A Party may terminate this Agreement prior to the expiration of an applicable term as follows: (a) if the other Party breaches a material obligation under this Agreement, and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching Party a written notice of the breach and a demand for cure, (b) immediately by written notice if the other Party (i) materially breaches Section 9, or (ii) files a petition in bankruptcy, makes a general assignment for the benefit of its creditors, has a receiver appointed or applied for it, or winds up or liquidates. Upon termination, Licensee shall return the Licensor Software and Documentation to Licensor, and pay all accrued but unpaid fees and expenses, provided, this shall in no way limit any legal or equitable remedies that Licensor may be entitled to. Any fees paid by Licensee for services not performed by Licensor as of the termination date will be refunded, within 90 days following termination.
- 14. SURVIVAL.** Sections 1, 2.2, 4, 8.5, 8.6, 9, 10, 12, 13, 14 and 15 shall survive termination of this Agreement for any reason.
- 15. GENERAL**
- 15.1 **Entire Agreement.** This Agreement (including the Exhibits) constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous proposals, agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. This Agreement may be amended only by a writing signed by the duly authorized representatives of both Parties.
- 15.2 **Independent Contractors.** In performing this Agreement, the Parties are independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between the Parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 15.3 **Assignment.** Neither Party may assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably

withheld; provided that in the event of a change in control of a Party, except for a change of control of Licensee to a direct or indirect competitor of Licensor, either Party shall have the right to assign this Agreement to a successor who acquired substantially all of the assets or equity of such Party. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, Licensor may subcontract the performance of any or all of its obligations under this Agreement, provided it remains directly liable to Licensee.

- 15.4 **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 15.5 **Severability/Waiver.** If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect. A waiver by either Party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.
- 15.6 **Dispute Resolution.** In the event any controversy or claim arises in connection with any provision of this Agreement, or in connection with the rights or obligations of the Parties to this Agreement, the Parties shall try to settle their differences amicably between themselves by referring the disputed matter to the appropriate executives at the Director level or higher for discussion and resolution. Either Party may initiate such informal dispute resolution by sending written notice of the dispute to the other Party, and as soon as possible but no later than fifteen (15) days after such notice such representatives of the Parties shall meet for attempted resolution by good faith negotiations. If such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either Party may seek the remedies available to such Party under law. The parties agree that the State of Oregon shall be the venue where disputes are settled.
- 15.7 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles or to the United Nations Convention on Contracts for the International Sale of Goods. For purposes of all claims brought under this Agreement, each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in State of Oregon. Notwithstanding anything to the contrary set forth in this Agreement, the Parties agree that any threatened or actual violation of Sections 2, 4 or 9, will cause irreparable harm and injury to the Licensor and Licensor shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining Licensee from doing or continuing to do any such act and any other violations or threatened violations of this Agreement, and for purposes of such injunction, each Party hereby irrevocably submits to the exclusive jurisdiction and proper venue of the state and federal courts located in State of Oregon.
- 15.8 **Force Majeure.** Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of circumstances beyond the reasonable control of such Party including acts of God, acts of any governmental or supra-national authority, war or national emergency, riots, civil commotion, fire, explosion, flood, epidemic, lock-outs (whether or not by that Party), strikes and other industrial disputes (in each case, whether or not relating to that Party's workforce), restraints or delays affecting shipping or carriers, inability or delay in obtaining supplies of adequate or suitable materials and currency restrictions.
- 15.9 **Headings; Interpretation.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of the Agreement. The expression "person" means any individual, entity, partnership, association, governmental body or the like. The words "include", "includes", "including" and "included" will be construed without limitation. This Agreement shall be construed fairly according to its terms, without regard to the identity of the drafter of any provision in the Agreement.



- 15.10 **Counterparts; Facsimile.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one agreement. Facsimile signatures shall be deemed original signatures.
- 15.11 **Publicity.** Neither Party will make any public statements regarding the existence of this Agreement nor the relationship described herein, without the prior written consent of the other Party, except as required by law or as otherwise provided for herein. Notwithstanding the foregoing, Licensor shall have the right to use Licensee's name in customer lists that identify a substantial number of Licensor's customers, and Licensor shall provide a copy of any such listing to Licensee to the extent distributed to any third parties.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Party has caused this Software License & Services Agreement to be executed by its authorized representative to be effective as of the date hereof.

**Ecolane USA Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Ryan J. Larsen

Printed Name: \_\_\_\_\_

Title: SVP

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*[Remainder of page intentionally left blank]*

48

**EXHIBIT A**  
**License Terms**

This Exhibit A is made part of and incorporated in that certain Software License & Services Agreement ("**Agreement**"), by and between Ecolane USA Inc., a Delaware corporation ("**Licensee**" or "**Ecolane**"), and \*\*\*\*\* ("**Licensee**" or "**Customer**").

**A. Pricing/Payment**

Pricing terms: As described in Pricing terms

**C. Term of License; Term of Support**

The term of the Software License shall be from the License Date through 5 full years of use. This contract shall automatically renew annually at the end of the 5 year period unless otherwise negotiated by either or both of the parties

**D. Delivery & Access Terms:**

**Delivery of the System.** Licensor commits to delivery of the Licensor Software in the timeframe set forth in Section 3 and it shall be deemed fully delivered when the Licensor Software conforms to the Documentation in all material respects; provided, if there are issues preventing Licensor Software from conforming to the Documentation in all material respects, Licensor will seek to remedy the issues as soon as commercially practicable, and provided, further, if Licensee uses the Licensor Software for 14 days in a live environment, then any such issues shall be deemed waived.

**System Access.** Standard hours of Licensee operations are from 8 AM to 5 PM, Monday through Saturday, Eastern time zone. The Licensor Software is expected to be available for use from one hour before to one hour after the standard hours; provided Mobile Modules are expressly excluded from the Licensor Software downtime counting, meaning that any downtime experienced by a Mobile Modules is not counted as system downtime. The downtime means a "Critical" level problem as defined in the Support Services.

**E. Addresses for Notices:**

**For Ecolane ("Licensor"):**

Ecolane USA Inc.  
940 West Valley Road,  
Suite 1400  
Wayne, PA 19087

Licensor has right to change the address for notifications by notifying Licensee by the means set up in Section 12 of this contract.

**For \*\*\*\*\* ("Licensee"):**

Attention:

[Redacted]

## EXHIBIT B

### SUPPORT SERVICES/SERVICE LEVEL AGREEMENT

This Exhibit B is made part of and incorporated in that certain Software License & Services Agreement (“**Agreement**”), by and between Ecolane USA Inc., a Delaware corporation (“**Licensor**” or “**Ecolane**”), and \*\*\*\*\* (“**Licensee**” or “**Customer**”).

#### Overview

Ecolane’s Support Services are set forth in this Service Level Agreement. During the term of this Agreement, Ecolane will provide the following support services if the Licensor Software does not operate substantially in accordance with the Documentation. Support will be handled via phone, email, and the internet when Ecolane support personnel are not at the customer site. The infrastructure for this plan is a request tracking system used to facilitate the process of tracking and resolving customer needs and issues. Every service request is logged into the system and is accessible by Ecolane support representatives.

#### Assignment of Service Request Severity

When a customer has opened a service request and reaches customer support, the Ecolane associate will assess the severity of the request based on the customer’s description of the issue. The severity of the service request will be recorded at support.ecolane.com.

Table 1 below describes the definitions used in identifying and assigning a severity to the customer’s reported issue.

Severity	Criteria
Critical	<ul style="list-style-type: none"> <li>• Customer’s production system is down</li> <li>• Ecolane product is unusable resulting in total disruption of work or other critical business impact.</li> <li>• No workaround is available</li> </ul>
High	<ul style="list-style-type: none"> <li>• Major feature/function failure</li> <li>• Operations are severely restricted</li> <li>• A workaround is available</li> </ul>
Medium	<ul style="list-style-type: none"> <li>• Minor feature/function failure</li> <li>• Product does not operate as designed, minor impact on usage, acceptable workaround deployed</li> </ul>
Low	<ul style="list-style-type: none"> <li>• Minor issue</li> <li>• Documentation, general information, enhancement request, etc.</li> </ul>

#### Response and Resolution Targets

Ecolane Customer Support response and resolution targets are described below:

**Response:** When Ecolane Customer Support receives a support request, a support engineer will provide feedback to the customer that the request has been logged and assigned to the appropriate resource. The exact response (described below) will vary depending on the support method used by the customer, and the response time will commence as soon as the support request is received and Ecolane has a clear understanding, the ability to reproduce or identify from the system log the issue at hand (support request)

**Web:** Ecolane will assign a status and severity, and update the service request to let the customer know the request has been received. A Service Request ID # will be assigned immediately when the support request is submitted from the Web.

**E-Mail:** An automated e-mail reply will be sent immediately after receiving the e-mail request. Ecolane will reply to the e-mail with a Service Request ID # and a time frame when to expect a response or contain a request for additional information.

**Phone:** Ecolane will answer the call or respond to a call that has gone to voice mail, document product specific information in the service request, provide the customer with a Service Request ID # and begin support activities. Including a roll back to an earlier version if possible and it is likely to solve the issue. Ecolane staff will be available for contact between 8 AM and 5 PM EST.

**Resolution:** An answer, fix or a satisfactory workaround to the support request

**Solution:** The long-term resolution to the support request, issue or question.

Severity	Target Response	Target Resolution	Solution (1 or more of the following)
<b>Critical</b>	<b>1 Business Hours</b>	Within 4 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>High</b>	<b>8 Business Hours</b>	Within 36 hours from actual response	<ul style="list-style-type: none"> <li>• Satisfactory workaround is provided</li> <li>• Product patch is provided</li> <li>• Fix incorporated into future release</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>
<b>Medium</b>	24 Business Hours	Within 15 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided</li> <li>• Satisfactory workaround is provided</li> <li>• Fix or workaround incorporated into Solution Library</li> <li>• Fix incorporated into future release</li> </ul>
<b>Low</b>	72 Business Hours	Within 30 Business Days	<ul style="list-style-type: none"> <li>• Answer to question is provided through FAQ, Knowledge Base, or through trained customer subject matter experts (SME)</li> <li>• Fix or workaround incorporated into Solution Library</li> </ul>

### Assignment of Service Request Status

When a customer contacts Ecolane Customer Support and requests help to resolve a question or an issue, a service request is opened. The following table describes the possible status that may be assigned to a service request.

Status	Criteria
<b>Open</b>	A service request has just been submitted. It may be assigned to an individual or a queue. Ecolane has not responded yet to customer.
<b>Responded</b>	Ecolane has responded to the customer regarding the receipt of the service request and is actively pursuing a resolution.
<b>On Hold</b>	Ecolane is not actively working on the resolution of the service request. Generally, this is due to information pending from the submitter of the service request. However, service requests may be put on hold for other reasons as well.
<b>More Info Required</b>	Ecolane is waiting for more information to be able to clearly understand, have the ability to reproduce or identify from the system log the issue at hand.
<b>Closed</b>	<p>Closed status reflect that:</p> <ul style="list-style-type: none"> <li>• The customer and the Ecolane agree that a satisfactory resolution has been provided, or</li> <li>• The customer understands that there is not a solution to the issue at hand, and the issue is not a result of a product defect, or</li> <li>• Ecolane has made multiple attempts to contact the customer that opened the log and the customer has not responded.</li> </ul> <p>Electronic service requests (Web, e-mail) may be closed when Ecolane Professional Services has provided an electronic reply with a high degree of confidence that the reply will resolve the issue or answer the question.</p>

Networking, hardware and installed software at the site are the sole responsibility of the customer and are not covered in Support Services. Customer misuse or unauthorized use of Licensor Software or Mobile Modules also is not covered in Support Services.