

**Tillamook County Transportation District**  
 Normal Trial Balance - Unposted Transactions Included In Report  
 From 9/1/2017 Through 9/30/2017

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account	80,049.64	
1006	Payroll Checking	12,688.92	
1011	Prop. Mgmt. Checking	24,463.42	
1020	LGIP - General Account	198,456.18	
1030	LGIP - Capital Reserve	781,523.48	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		1,097,381.64	0.00
		<hr/> <hr/>	<hr/> <hr/>
Report Difference		1,097,381.64	
		<hr/> <hr/>	



**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 9/1/2017 Through 9/30/2017**

Resources	Current		Current Year Actual	Total Budget	Total Budget Variance	Bdgt .25%
	Period Actual	Period Budget				
Working Capital	3500	0.00	0.00	2,341,606.00	(2,341,606.00)	0.00%
Fares	4000	25,304.22	81,283.36	265,000.00	(183,716.64)	30.67%
Contract Revenue	4020	68,779.04	138,962.56	725,000.00	(586,037.44)	19.16%
Property Tax	4100	0.00	0.00	875,000.00	(875,000.00)	0.00%
Past Years Property Tax	4110	4,380.32	4,373.94	40,000.00	(35,626.06)	10.93%
State Timber Revenue	4120	0.00	0.00	175,000.00	(175,000.00)	0.00%
Mass Transit State Payroll Tax	4130	0.00	0.00	85,000.00	(85,000.00)	0.00%
Capital Grants	4210	0.00	0.00	144,000.00	(144,000.00)	0.00%
Grants - FTA 5311	4220	0.00	0.00	359,417.00	(359,417.00)	0.00%
NWOTA Partner Cont. Match	4225	0.00	10,000.00	114,240.00	(104,240.00)	8.75%
Grants - STF	4230	0.00	16,750.00	67,000.00	(50,250.00)	25.00%
Grants - STF-Discretionary	4231	0.00	0.00	180,000.00	(180,000.00)	0.00%
Grants - 5311 (f)	4240	0.00	0.00	356,150.00	(356,150.00)	0.00%
Grants - 5310 (PM)	4245	0.00	0.00	156,646.00	(156,646.00)	0.00%
Special Bus Operations	4300	0.00	848.03	1,000.00	(151.97)	84.80%
Miscellaneous Income	4400	0.00	0.00	1,000.00	(1,000.00)	0.00%
Sale of Assets - Income	4410	0.00	0.00	5,000.00	(5,000.00)	0.00%
Interest Income	4510	1,291.35	4,833.62	11,500.00	(6,666.38)	42.03%
OTIB Loan Proceeds	4515	0.00	0.00	339,000.00	(339,000.00)	0.00%
Advertising Income	4520	130.00	520.00	1,000.00	(480.00)	52.00%
Lease Income	4900	0.00	0.00	1.00	(1.00)	0.00%
Lease Operational Exp Income	4910	0.00	0.00	1.00	(1.00)	0.00%
Transfer From General Fund	4911	185,000.00	299,000.00	724,422.00	(425,422.00)	41.27%
Transfer from Veh. Purch. Res.	4915	0.00	0.00	25,000.00	(25,000.00)	0.00%

Monthly BOD Report w/YTD Budget & Variance

Date: 10/9/17 02:11:08 PM

Page: 1

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 9/1/2017 Through 9/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .25%
4916	0.00	0.00	51,064.00	227,847.00	(176,783.00)	22.41%
4917	0.00	0.00	0.00	13,000.00	(13,000.00)	0.00%
<b>Total Resources</b>	<u>284,884.93</u>	<u>315,559.13</u>	<u>607,635.51</u>	<u>7,232,830.00</u>	<u>(6,625,194.49)</u>	<u>8.40%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
5010	38,495.29	25,837.50	80,685.88	310,050.00	229,364.12	26.02%
5020	11,636.52	9,866.66	26,307.37	118,400.00	92,092.63	22.21%
5030	92,620.98	68,750.00	219,615.11	825,000.00	605,384.89	26.62%
5040	5,897.06	5,416.67	14,188.30	65,000.00	50,811.70	21.82%
5050	37,521.14	48,749.99	112,146.69	585,000.00	472,853.31	19.17%
5055	3,397.03	2,041.67	19,159.65	24,500.00	5,340.35	78.20%
<b>Total Personnel Services</b>	<u>189,568.02</u>	<u>160,662.49</u>	<u>472,103.00</u>	<u>1,927,950.00</u>	<u>1,455,847.00</u>	<u>24.49%</u>
<b>Materials and Services</b>						
5060	280.00	0.00	280.00	0.00	(280.00)	0.00%
5100	10,412.00	8,000.00	40,848.12	96,000.00	55,151.88	42.55%
5101	4,569.54	2,083.33	4,569.54	25,000.00	20,430.46	18.27%
5102	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
5103	0.00	1,666.67	0.00	20,000.00	20,000.00	0.00%
5120	4,125.00	916.67	6,440.00	23,500.00	17,060.00	27.40%
5140	196.00	250.00	588.00	3,000.00	2,412.00	19.60%
5145	4,223.30	2,916.67	8,363.80	37,500.00	29,136.20	22.30%
5150	1,392.09	1,250.00	5,382.95	18,000.00	12,617.05	29.90%
5160	0.00	7,541.67	0.00	90,500.00	90,500.00	0.00%
5170	560.58	1,250.00	2,113.67	15,000.00	12,886.33	14.09%

Monthly BOD Report w/YTD Budget & Variance

Date: 10/9/17 02:11:08 PM

Page: 2

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 9/1/2017 Through 9/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .25%
5175 Board Expenses	467.37	833.33	7,493.98	10,000.00	2,506.02	74.93%
5180 Operational Expenses	1,785.21	2,250.00	3,772.71	27,000.00	23,227.29	13.97%
5185 Drug & Alcohol Administration	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
5190 Marketing	5,313.97	4,437.50	15,729.02	53,250.00	37,520.98	29.53%
5191 Website Re-Design	0.00	0.00	4,148.00	0.00	(4,148.00)	0.00%
5210 Telephone Expense	1,167.48	1,566.66	3,504.85	19,300.00	15,795.15	18.15%
5220 Travel & Training	1,032.87	2,708.33	5,562.47	32,500.00	26,937.53	17.11%
5240 Vehicle Expense	5,715.51	13,666.66	46,517.13	164,000.00	117,482.87	28.36%
5245 Fuel Expenses	17,014.30	21,666.66	50,667.25	260,000.00	209,332.75	19.48%
5250 Volunteers	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
5260 Postage	100.00	166.67	223.75	2,000.00	1,776.25	11.18%
5270 Mgmt/Labor Recreation Fund	0.00	199.50	0.00	2,394.00	2,394.00	0.00%
5280 Transit & Visitor Center Lease	700.00	700.00	2,100.00	8,400.00	6,300.00	25.00%
5285 Transit & Visitor Center Maint	1,161.10	1,000.00	3,498.20	12,000.00	8,501.80	29.15%
5290 General Operating Cont.	0.00	3,803.83	0.00	45,646.00	45,646.00	0.00%
5300 Property Operating Expenses	1,177.61	2,083.33	4,923.38	25,000.00	20,076.62	19.69%
5330 Flex Lease: Fees	0.00	83.33	0.00	1,000.00	1,000.00	0.00%
5340 Property Maint. & Repair	457.00	833.33	1,926.89	10,000.00	8,073.11	19.26%
5346 Operations Facility Maint.	90.59	333.33	1,464.64	4,000.00	2,535.36	36.61%
Total Materials and Services	61,941.52	82,874.14	220,118.35	1,012,990.00	792,871.65	21.73%
Special Payments						
5200 STF Payments to Recipients	0.00	300.00	4,788.00	19,152.00	14,364.00	25.00%
Total Special Payments	0.00	300.00	4,788.00	19,152.00	14,364.00	25.00%
Transfers						
9110 Transfer to Property Mgmt	185,000.00	0.00	299,000.00	705,142.00	406,142.00	42.40%
Monthly BOD Report w/YTD Budget & Variance						

H

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 9/1/2017 Through 9/30/2017**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .25%
Transfer to General Fund	9130	0.00	0.00	265,848.00	265,848.00	0.00%
Transfer to Vehicle Reserve	9150	0.00	0.00	5,000.00	5,000.00	0.00%
Transfer to NWOTA Fund	9160	0.00	51,064.00	57,120.00	6,056.00	89.39%
Reserve for Future Expenditure	9175	0.00	0.00	675,370.00	675,370.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	753,607.00	753,607.00	0.00%
<b>Total Transfers</b>		<b>185,000.00</b>	<b>350,064.00</b>	<b>2,462,087.00</b>	<b>2,112,023.00</b>	<b>14.22%</b>
Capital Outlay						
Debt Service						
Flex Lease: Principal	5310	0.00	0.00	205,000.00	205,000.00	0.00%
Flex Lease: Interest	5320	0.00	0.00	6,000.00	6,000.00	0.00%
<b>Total Debt Service</b>		<b>0.00</b>	<b>0.00</b>	<b>211,000.00</b>	<b>211,000.00</b>	<b>0.00%</b>
Capital Purchases						
Building Repair & Renovation	5350	135,064.91	392,570.33	909,437.00	516,866.67	43.16%
Admin. Expenses- Renovation	5351	692.00	1,417.56	20,000.00	18,582.44	7.08%
Design/Engineering-Renovation	5352	4,207.82	10,675.20	20,000.00	9,324.80	53.37%
Bus Replacement/Addition	6000	0.00	0.00	180,000.00	180,000.00	0.00%
Van Replacement/Addition	6010	0.00	0.00	90,000.00	90,000.00	0.00%
Computer Upgrade	6020	0.00	86,607.97	135,000.00	48,392.03	64.15%
Fuel Cell Triangulation Point	6021	0.00	0.00	6,000.00	6,000.00	0.00%
Bus Stop Signage/Shelters	6040	0.00	715.06	38,000.00	37,284.94	1.88%
Other Capital Projects	6050	0.00	4,898.07	186,834.00	181,935.93	2.62%
<b>Total Capital Purchases</b>		<b>139,964.73</b>	<b>496,884.19</b>	<b>1,585,271.00</b>	<b>1,088,386.81</b>	<b>31.34%</b>
<b>Total Capital Outlay</b>		<b>139,964.73</b>	<b>496,884.19</b>	<b>1,796,271.00</b>	<b>1,299,386.81</b>	<b>27.66%</b>
<b>Total Expenses</b>		<b>576,474.27</b>	<b>1,543,957.54</b>	<b>7,218,450.00</b>	<b>5,674,492.46</b>	<b>21.39%</b>

5

**Tillamook County Transportation District**

Check/Voucher Register  
1001 - General Checking Account  
From 9/1/2017 Through 9/30/2017

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
12935	9/5/2017	1,575.00	24/7 TRUCK AND AUTO SERVICE	BUS 30 REWELD BRACKETS
12936	9/5/2017	(2,150.00)	TILLAMOOK COMPUTERS	COMPUTER SUPPORT
12936	9/5/2017	2,150.00	TILLAMOOK COMPUTERS	COMPUTER SUPPORT
12937	9/5/2017	179.08	ALSCO - Portland Linen	MATT SERVICE
12938	9/5/2017	159.43	CATHY BOND	NWOTA training mileage
12939	9/5/2017	700.00	City Of Tillamook	LEASE
12940	9/5/2017	95.00	DENISE ROSE	CDL PHYSICAL
12941	9/5/2017	64.66	CENTURYLINK	TELEPHONE
12942	9/5/2017	664.67	Fred Meyer Customer Charges	AUGUST CHARGES
12943	9/5/2017	4,173.78	Gillespie Graphics	29 & 30 WRAP KITS
12944	9/5/2017	83.46	JACKIE EDWARDS	MILEAGE TO TRAINING
12945	9/5/2017	1,073.50	JORDAN SCHRADER RAMIS, PC	LEGAL
12945	9/5/2017	(1,073.50)	JORDAN SCHRADER RAMIS, PC	LEGAL
12946	9/5/2017	62.00	M&F PLUMBING LLC	BACKFLOW AT TRANSIT CENTER
12947	9/5/2017	225.47	Pacific Office Automation	OFFICE COPIES
12947	9/5/2017	254.60	Pacific Office Automation	OFFICE COPIES
12948	9/5/2017	8,431.81	Western Bus Sales	BUS 300 - OIL LEAK FIX AND REPI ENGINE
12948	9/5/2017	5,988.62	Western Bus Sales	BUS 300 REPLACE DOC/DPF
12949	9/6/2017	0.01	ABILA	test
12949	9/6/2017	(0.01)	ABILA	test
12950	9/7/2017	1,512.50	TILLAMOOK COMPUTERS	COMPUTER SUPPORT
12951	9/14/2017	705.00	BRYAN P. FITZSIMMONS, CPA	ACCOUNTING SUPPORT
12952	9/14/2017	2,958.37	Carquest Auto Parts	MAINTENANCE & INVENTORY
12953	9/14/2017	719.20	Coast Printing & Stationery	VOUCHERS
12954	9/14/2017	2,200.00	COMPUTER SUPPORT & SERVICES	COMPUTER SUPPORT
12955	9/14/2017	9.10	O'REILLY AUTOMOTIVE STORES	BUS 30 CONNECTOR
12956	9/14/2017	47.53	Dish Network	dish
12957	9/14/2017	104,264.30	ECOLANE USA, INC.	ECOLANE
12958	9/14/2017	50.00	KDEP-FM/KTIL-FM/KTIL-AM	FAIR ADVERTISING
12959	9/14/2017	801.68	LES SCHWAB WAREHOUSE CENTER	VEHICLE EXPENSE
12960	9/14/2017	1,034.12	Marie Mills Center, Inc	TRANSIT CENTER JANITORIAL
12961	9/14/2017	1,117.98	MAVERICK MEDIA	NWOTA ADVERTISING NEWSPAPE
12961	9/14/2017	1,708.00	MAVERICK MEDIA	NWOTA RADIO ADVERTISING
12962	9/14/2017	100.00	North Coast Lawn	LANDSCAPING
12963	9/14/2017	470.79	DAVISON AUTO PARTS, INC.	VEHICLE EXPENSE
12964	9/14/2017	28.00	NEW AGE CAR WASH	CAR WASH
12965	9/14/2017	12.56	Office Depot Credit Plan	OFFICE SUPPLIES
12966	9/14/2017	8.00	OR DEPT OF MOTOR VEHICLES	DRIVER RECORDS
12967	9/14/2017	405.00	PACIFIC SOURCE	FSA CONTRIBUTIONS
12968	9/14/2017	18,233.69	Sheldon Oil Distributors	fuel
12969	9/14/2017	4.90	TILLAMOOK DIESEL REPAIR	#34 GASKET
12970	9/14/2017	900.00	TRANSPORT WISDOM, LTD	CDL TESTING
12971	9/14/2017	4,643.14	CARDMEMBER SERVICE	AUGUST CHARGES
12972	9/14/2017	49.95	VANIR BROADBAND, INC.	INTERNET
12973	9/14/2017	73.53	Western Bus Sales	BUS 34 SWITCH, MIRROR
12974	9/26/2017	50.00	BIO-MED TESTING SERVICE, INC.	JEREMY BELLANTE DRUG SCREEN
12975	9/26/2017	294.00	BRYAN P. FITZSIMMONS, CPA	ACCOUNTING SUPPORT
12976	9/26/2017	250.00	Burden's Muffler & Towing	TOWED BUS 28 FROM BARVIEW T SHOP
12977	9/26/2017	852.87	CoastCom, Inc.	PHONES
12978	9/26/2017	111.05	CRYSTAL AND SIERRA SPRINGS	WATER
12979	9/26/2017	2,023.30	DELL MARKETING L.P.	MAINT. & DISPATCH COMPUTERS
12980	9/26/2017	54.53	Dish Network	DISH
12981	9/26/2017	341.24	Fred Meyer Customer Charges	SEPTEMBER CHARGES
12982	9/26/2017	50.00	Gary A. Hanenkrat	BOARD 09/21/2017
12983	9/26/2017	1,722.00	INNOVA LEGAL ADVISORS	legal

**Tillamook County Transportation District**

Check/Voucher Register  
 1001 - General Checking Account  
 From 9/1/2017 Through 9/30/2017

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
12984	9/26/2017	50.00	JACKIE EDWARDS	BOARD 09/21/2017
12985	9/26/2017	50.00	JIM HUFFMAN	BOARD 09/21/2017
12986	9/26/2017	50.00	JUDY RIGGS	BOARD 09/21/2017
12987	9/26/2017	50.00	MARTY HOLM	BOARD MEETING
12988	9/26/2017	17,947.65	TERRA MUIR (10th Floor)	HEALTH INSURANCE
12989	9/26/2017	66.20	Office Depot Credit Plan	OFFICE SUPPLIES
12990	9/26/2017	95.00	PAUL NORTON	DOT CARD/PHYSICAL
12991	9/26/2017	125.00	Prevailing Communications	BASE RADIO ANTENNA KIT AND L
12992	9/26/2017	85.00	R&J MOBILITY SERVICE, LLC	BUS 34 BRIDGE SWITCH + INVEN
12993	9/26/2017	4,125.00	SDAO	MEMBERSHIP DUES
12994	9/26/2017	92.29	SPECIAL DISTRICTS INS. SERVICE	LIFE INSURANCE - OCTOBER
12995	9/26/2017	3,397.03	SPECIAL DISTRICTS INS. SERVICE	WORKERS COMP
12996	9/26/2017	89.88	TABATHA WELCH	MILEAGE TO AIRPORT FOR TRAIN
12997	9/26/2017	50.02	Tillamook PUD	LARGE BUS BARN ELECTRIC
12997	9/26/2017	40.57	Tillamook PUD	SMALL BUS BARN ELECTRIC
12998	9/26/2017	1,164.00	TILLAMOOK COUNTY SHOPPER, LLC	MARKETING & BOARD EXPENSE
12999	9/26/2017	95.00	WILLIAM WALLACE WELDING	BUS 200 DRILL HOLES IN SCOOP
test	9/6/2017	0.01	ABILA	test
test	9/6/2017	(0.01)	ABILA	test
test001	9/6/2017	0.01	ABILA	test
test001	9/6/2017	(0.01)	ABILA	test
Report Total		198,036.55		

7

**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking

From 9/1/2017 Through 9/30/2017

Document Number	Document Date	Payee
090117-01	9/1/2017	DANIELL F. AMAYA
090117-02	9/1/2017	SYLVIE G. BALLANCE
090117-03	9/1/2017	LAURA M. BEELER
090117-04	9/1/2017	JEREMY J. BELLANTE
090117-05	9/1/2017	NANCY A. BROWN
090117-06	9/1/2017	ERIN L. CLAWSON
090117-07	9/1/2017	CLIFFORD R. DERRICK
090117-08	9/1/2017	RICHARD A. DIETZ
090117-09	9/1/2017	KARRI L. HOOKER
090117-10	9/1/2017	JAMES N. JETT
090117-11	9/1/2017	ROBERT R. KENNEY
090117-12	9/1/2017	MICHAEL J. LOWENSTEIN
090117-13	9/1/2017	JOHN C. MAGNANO
090117-14	9/1/2017	ALLAN G. NEWCOMB
090117-15	9/1/2017	CLAYTON T. NORRBOM
090117-16	9/1/2017	PAUL J. NORTON
090117-17	9/1/2017	JAMES M. PALMER
090117-18	9/1/2017	GARY R. PETERSON
090117-19	9/1/2017	DOUGLAS W. PILANT
090117-20	9/1/2017	RONALD G. PIMENTEL
090117-21	9/1/2017	GWENDOLYN J. RUSSELL
090117-22	9/1/2017	STEVE H. SCHWABE
090117-23	9/1/2017	MICHAEL P. THOMPSON
090117-24	9/1/2017	TABATHA R. WELCH
090117-25	9/1/2017	DAVID T. WHEELER
091517-01	9/15/2017	DANIELL F. AMAYA
091517-02	9/15/2017	SYLVIE G. BALLANCE
091517-03	9/15/2017	LAURA M. BEELER
091517-04	9/15/2017	JEREMY J. BELLANTE
091517-05	9/15/2017	NANCY A. BROWN
091517-06	9/15/2017	ERIN L. CLAWSON
091517-07	9/15/2017	CLIFFORD R. DERRICK
091517-08	9/15/2017	RICHARD A. DIETZ
091517-09	9/15/2017	KARRI L. HOOKER
091517-10	9/15/2017	JAMES N. JETT
091517-11	9/15/2017	ROBERT R. KENNEY
091517-12	9/15/2017	MICHAEL J. LOWENSTEIN
091517-13	9/15/2017	JOHN C. MAGNANO
091517-14	9/15/2017	ALLAN G. NEWCOMB
091517-15	9/15/2017	CLAYTON T. NORRBOM
091517-16	9/15/2017	PAUL J. NORTON
091517-17	9/15/2017	JAMES M. PALMER
091517-18	9/15/2017	GENE L. PELLEW
091517-19	9/15/2017	DALE L. PERKINS
091517-20	9/15/2017	GARY R. PETERSON
091517-21	9/15/2017	DOUGLAS W. PILANT
091517-22	9/15/2017	RONALD G. PIMENTEL
091517-23	9/15/2017	GWENDOLYN J. RUSSELL
091517-24	9/15/2017	STEVE H. SCHWABE
091517-25	9/15/2017	MICHAEL P. THOMPSON
091517-26	9/15/2017	TABATHA R. WELCH
091517-27	9/15/2017	DAVID T. WHEELER
092917-01	9/29/2017	DANIELL F. AMAYA
092917-02	9/29/2017	SYLVIE G. BALLANCE
092917-03	9/29/2017	LAURA M. BEELER
092917-04	9/29/2017	JEREMY J. BELLANTE
092917-05	9/29/2017	NANCY A. BROWN

8



**Tillamook County Transportation District**

Check/Voucher Register  
1006 - Payroll Checking  
From 9/1/2017 Through 9/30/2017

Document Number	Document Date	Payee
092917-06	9/29/2017	ERIN L. CLAWSON
092917-07	9/29/2017	CLIFFORD R. DERRICK
092917-08	9/29/2017	RICHARD A. DIETZ
092917-09	9/29/2017	KARRI L. HOOKER
092917-10	9/29/2017	JAMES N. JETT
092917-11	9/29/2017	ROBERT R. KENNEY
092917-12	9/29/2017	MICHAEL J. LOWENSTEIN
092917-13	9/29/2017	JOHN C. MAGNANO
092917-14	9/29/2017	ALLAN G. NEWCOMB
092917-15	9/29/2017	CLAYTON T. NORRBOM
092917-16	9/29/2017	PAUL J. NORTON
092917-17	9/29/2017	JAMES M. PALMER
092917-18	9/29/2017	DALE L. PERKINS
092917-19	9/29/2017	GARY R. PETERSON
092917-20	9/29/2017	DOUGLAS W. PILANT
092917-21	9/29/2017	RONALD G. PIMENTEL
092917-22	9/29/2017	GWENDOLYN J. RUSSELL
092917-23	9/29/2017	STEVE H. SCHWABE
092917-24	9/29/2017	MICHAEL P. THOMPSON
092917-25	9/29/2017	TABATHA R. WELCH
092917-26	9/29/2017	DAVID T. WHEELER
4954	9/1/2017	DONALD M. ANDERSON
4955	9/1/2017	CATHRYN L. BOND
4956	9/1/2017	JERRY D. BOND
4957	9/1/2017	JAMES P. BROWN
4958	9/1/2017	RONALD B. FOX
4959	9/1/2017	VANCE L. HOWARD
4960	9/1/2017	ROBERT W. RYAN
4961	9/1/2017	CYNDIE S. SIEMSEN
4962	9/1/2017	LEONARD W. STITT
4963	9/1/2017	DALE L. PERKINS
4964	9/1/2017	HRA VEBA TRUST
4965	9/1/2017	ANGELA HOWARD
4966	9/1/2017	UNITED FINANCE
4967	9/15/2017	DONALD M. ANDERSON
4968	9/15/2017	CATHRYN L. BOND
4969	9/15/2017	JERRY D. BOND
4970	9/15/2017	JAMES P. BROWN
4971	9/15/2017	RONALD B. FOX
4972	9/15/2017	VANCE L. HOWARD
4973	9/15/2017	ROBERT W. RYAN
4974	9/15/2017	CYNDIE S. SIEMSEN
4975	9/15/2017	LEONARD W. STITT
4976	9/15/2017	UNITED FINANCE
4977	9/15/2017	ANGELA HOWARD
4978	9/15/2017	Shriners Hospital for Children
4979	9/15/2017	AUTISM SOCIETY OF OREGON
4980	9/15/2017	ATU LOCAL #757
4981	9/29/2017	DONALD M. ANDERSON
4982	9/29/2017	JERRY D. BOND
4983	9/29/2017	CATHRYN L. BOND
4984	9/29/2017	JAMES P. BROWN
4985	9/29/2017	RONALD B. FOX
4986	9/29/2017	VANCE L. HOWARD
4987	9/29/2017	ROBERT W. RYAN
4988	9/29/2017	CYNDIE S. SIEMSEN

9

**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking

From 9/1/2017 Through 9/30/2017

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
4989	9/29/2017	LEONARD W. STITT
4990	9/29/2017	Robert Ryan
4991	9/29/2017	ANGELA HOWARD
4994	9/30/2017	PACIFIC SOURCE

10

**Tillamook County Transportation District**

Check/Voucher Register  
1011 - Prop. Mgmt. Checking  
From 9/1/2017 Through 9/30/2017

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4019	9/5/2017	154,389.24	JACKSON CONTRACTING LLC	OFFICE REMODEL
4020	9/5/2017	52.00	M&F PLUMBING LLC	BACKFLOW TEST - OFFICE
4021	9/5/2017	4,997.38	PLANNING SOLUTIONS	OFFICE REMODEL
4022	9/14/2017	69.00	ALLEN'S LOT MAINTENANCE LLC	LOT SWEEPING
4023	9/14/2017	220.50	City Of Tillamook	WATER
4024	9/14/2017	1,800.00	COMPUTER SUPPORT & SERVICES	COMPUTER SUPPORT
4025	9/14/2017	313.84	Marie Mills Center, Inc	3RD STREET JANITORIAL
4026	9/14/2017	388.00	North Coast Lawn	LANDSCAPING
4027	9/14/2017	135.25	CITY SANITARY SERVICE	GARBAGE
4028	9/26/2017	692.00	CARLSON TESTING INC	TESTING FOR THE CONCRETE/REMODEL
4029	9/26/2017	<u>400.16</u>	Tillamook PUD	OFFICE ELECTRIC
Report Total		<u><u>163,457.37</u></u>		

11

UMPQUA BANK: CLOSING DATE 09/24/2017			
Date	Vendor	Description of Transaction	Amount
<b>DOUG PILANT</b>			
30-Aug	A WIRELESS TILLAMOOK	ODOT BRIDGE SHUTTLE	\$ 100.73
5-Sep	MSFT	SOFTWARE	\$ 891.00
15-Sep	GARIBALDI PORTSIDE	DOUG/JUDY/MEAL	\$ 30.00
20-Sep	USPS	POSTAGE	\$ 100.00
21-Sep	DRI INNOVATIVE	MAINTENANCE SOFTWARE	\$ 261.75
			<b>\$ 1,383.48</b>
<b>RONNY FOX</b>			
08/28/17	ODOT DMV	ODOT	\$ 5.00
08/30/17	ANTONETTE'S KITCHEN	MEAL	\$ 33.35
09/15/17	TILLAMOOK BOWLING LANE	MEAL	\$ 19.75
			<b>\$ 58.10</b>
<b>CATHY BOND</b>			
09/13/17	VISTA PRINT	CLAYTON BUSINESS CARDS	\$ 43.99
09/18/17	COUNTRY MEDIA	AD FOR DRIVERS	\$ 80.00
09/19/17	THE JOB NETWORK	30 DAY SUBSCRIPTION	\$ 375.00
09/22/17	OREGON LITHOPRINT	NEWS REGISTER PUBLISHING	\$ 569.00
09/22/17	FRANZ FAMILY BAKERY	OFFICE SUPPLIES/MEAL	\$ 6.86
			<b>\$ 1,074.85</b>
<b>TABATHA WELCH</b>			
09/21/17	CAB	FROM AIRPORT TO HOTEL	\$ 22.12
09/22/17	ALASKA	BAG FEE	\$ 25.00
09/22/17	HENRYS	MEAL/TRAINING	\$ 10.00
09/22/17	MARRIOTT	MEAL/TRAINING	\$ 26.63
09/22/17	SERRANOS	MEAL/TRAINING	\$ 18.00
09/25/17	AIRPORT PARKING	PARKING	\$ 30.00
09/25/17	CAB	FROM HOTEL TO AIRPORT	\$ 15.30
09/25/17	MARRIOTT	ROOM/SUPER CIRCULAR TRAINING	\$ 382.70
09/25/17	HARD ROCK CAFÉ	MEAL/TRAINING	\$ 39.24
09/25/17	DOG HAUS	MEAL/TRAINING	\$ 13.83
09/25/17	MARRIOTT	ROOM/SUPER CIRCULAR TRAINING	\$ 220.02
25-Sep	WHISKEY GRILL	MEAL/TRAINING	\$ 16.47
			<b>\$ 819.31</b>
<b>Grand Total</b>			<b>\$ 3,335.74</b>

12



**UMPQUA**  
B · A · N · K

**September 2017 Statement**

Open Date: 08/25/2017 Closing Date: 09/25/2017



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

Account: \*

**Cardmember Service**  
BUS 30 ELN 78

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

<b>New Balance</b>	<b>\$3,335.74</b>
<b>Minimum Payment Due</b>	<b>\$34.00</b>
<b>Payment Due Date</b>	<b>10/22/2017</b>

<b>Reward Points</b>	
Earned This Statement	3,940
Reward Center Balance	39,011
as of 09/24/2017	
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$4,643.14
Payments	-	\$4,643.14 <sup>CR</sup>
Other Credits		\$0.00
Purchases	+	\$3,335.74
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$3,335.74</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$34.00</b>
Credit Line		\$10,000.00
Available Credit		\$6,664.26
Days in Billing Period		32

**Payment Options:**



Mail payment coupon  
with a check



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



Pay by phone  
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001469460



**UMPQUA**  
B · A · N · K

0047985100535077900000034000003335743

24-Hour Cardmember Service: 1-866-552-8855

- to pay by phone
- to change your address

000007337 01 SP 000638717281212 P Y

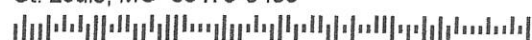
TILLAMOOK CNTY TRANS  
ACCOUNTS PAYABLE  
3600 3RD ST STE A  
TILLAMOOK OR 97141-2730



Account Number	7790
Payment Due Date	10/22/2017
New Balance	\$3,335.74
Minimum Payment Due	\$34.00

Amount Enclosed \$ \_\_\_\_\_

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



13



**UMPQUA**  
B · A · N · K

September 2017 Statement 08/25/2017 - 09/25/2017

Page 2 of 4

TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service

1-866-552-8855



**Visa Business Rewards**

**Rewards Center Activity as of 09/24/2017**

Rewards Center Activity*	0
Rewards Center Balance	39,011

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

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,733	16,029
Gas, Restaurants & Telecom Double Points	1,207	4,762
<b>Total Earned</b>	<b>3,940</b>	<b>20,791</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.

When you use your Card to make a purchase, particularly over the phone or online, you may be asked to provide a card security code, sometimes called a CVV. This information is used to help confirm that it is you using the Card and that the Card is authentic.

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
08/30	08/28	6574	A WIRELESS TILLAMOOK TILLAMOOK OR	\$100.73	_____
09/05	09/04	6014	MSFT * E04004DM5K 800-642-7676 WA	\$891.00	_____
09/15	09/14	8533	GARIBALDI PORTSIDE GARIBALDI OR	\$30.00	_____
09/20	09/19	4157	USPS POSTAGE ENDICIA.C 800-576-3279 CA	\$100.00	_____
09/21	09/20	5028	DRI*INNOVATIVE MAINT cardquery.com MN	\$261.75	_____
			<b>Total for Account</b>	<b>\$1,383.48</b>	

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
08/28	08/25	2815	ODOT DMV 503 945 5000 TILLAMOOK OR	\$5.00	_____
08/30	08/29	7574	SQ *ANTONETTE'S KITCHEN Tillamook OR	\$33.35	_____

Continued on Next Page

14



**UMPQUA**  
B · A · N · K

September 2017 Statement 08/25/2017 - 09/25/2017  
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
09/15	09/14	0036	TILLAMOOK BOWLING LANE TILLAMOOK OR	\$19.75	
			<b>Total for Account</b>	<b>3301</b>	<b>\$58.10</b>

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
09/13	09/13	3942	VISTAPR*VistaPrint.com 866-8936743 MA	\$43.99	
09/18	09/15	0496	COUNTRY MEDIA 800-275-7799 OR	\$80.00	
09/19	09/18	0386	THEJOBNETWORK.REALMATC 212-419-4649 NY	\$375.00	
09/22	09/20	3798	OREGON LITHOPRINT INC. 503-4725114 OR	\$569.00	
09/22	09/21	0039	FRANZ FAMILY BAKERY 90 TILI AMOOK OR	\$6.86	
			<b>Total for Account</b>	<b>2022</b>	<b>\$1,074.85</b>

**Transactions** WELCH, TABATHA Credit Limit \$1500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
09/21	09/20	7402	SQ *GOSQ.COM SAFAA KHO Santee CA	\$22.12	
09/22	09/19	6713	ALASKA AI0272151790195 SEATTLE WA WELCH/TABATHA 09/20/17 PORTLAND ORE TO SAN DIEGO	\$25.00	
09/22	09/20	8699	HENRYS PDX PORTLAND OR	\$10.00	
09/22	09/20	3936	COURTYARD BY MARRIOTT SAN DIEGO CA	\$26.63	
09/22	09/21	0161	SERRANOS STREET TA SAN DIEGO CA	\$18.00	
09/25	09/23	2483	PDX AIRPORT PARKING PORTLAND OR	\$30.00	
09/25	09/23	3015	SQ *GOSQ.COM ABDULAZIZ San Diego CA	\$15.30	
09/25	09/23	4195	COURTYARD BY MARRIOTT SAN DIEGO CA	\$382.70	
09/25	09/23	0412	HARD ROCK SAN DIEGO R SAN DIEGO CA	\$39.24	
09/25	09/22	8908	DOG HAUS SAN DIEGO SAN DIEGO CA	\$13.83	
09/25	09/24	7562	COURTYARD BY MARRIOTT SAN DIEGO CA	\$220.02	
09/25	09/22	4489	WHISKEY GIRL SAN DIEGO CA	\$16.47	
			<b>Total for Account</b>	<b>4146</b>	<b>\$819.31</b>

**Transactions** BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
09/18	09/18	8	PAYMENT THANK YOU	\$4,643.14CR	
			<b>Total for Account</b>	<b>7790</b>	<b>\$4,643.14CR</b>

Continued on Next Page

15



September 2017 Statement 08/25/2017 - 09/25/2017  
TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service



1-866-552-8855



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

**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	\$3,335.74	\$0.00	YES	\$0.00	13.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	24.99%	

**Contact Us**



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

End of Statement

TILLAMOOK CNTY TRANS

# Convenient. Smart. Easy.

Sign up at "email.myaccountaccess.com" to get exclusive benefit information and special offers only available via email.

Visit "email.myaccountaccess.com" to enroll.

Visit email.myaccountaccess.com to enroll in Credit Card Account Access Click "to enroll" and enter your information

16



# Tillamook County Transportation District

## MONTHLY PERFORMANCE REPORT Sept 2017

RIDERSHIP BY SERVICE TYPE	SEPT 2017	SEPT 2016	YTD FY 17-18	YTD FY 16-17	YTD % Change
<b><u>Dial-A-Ride Service</u></b>					
Tillamook/Central County	770	592	2,471	1,788	38.2%
NW Rides	628	656	1,841	2,041	-9.8%
North County	173	234	565	787	-28.2%
South County	24	87	103	164	-37.2%
<b>Dial-A-Ride Total</b>	<b>1,595</b>	<b>1,569</b>	<b>4,980</b>	<b>4,780</b>	<b>4.2%</b>
<b><u>Deviated Fixed Route Service</u></b>					
Rt 1: Town Loop	3,814	4,074	12,058	13,188	-8.6%
Rt 2: Netarts/Oceanside	816	780	2,401	2,659	-9.7%
Rt 3: Manzanita/Cannon Beach	3,160	3,530	10,050	11,087	-9.4%
Rt 4: Lincoln City	945	1,030	3,169	3,844	-17.6%
<b>Local Fixed Rt Total</b>	<b>8,735</b>	<b>9,414</b>	<b>27,678</b>	<b>30,778</b>	<b>-10.1%</b>
<b><u>Inter City Service</u></b>					
Rt 5: Portland	928	872	3,150	3,220	-2.2%
Rt 6: Coastal Connector	453	503	1,538	1,609	-4.4%
<b>Inter City Total</b>	<b>1,381</b>	<b>1,375</b>	<b>4,688</b>	<b>4,829</b>	<b>-2.9%</b>
<b><u>Other Services</u></b>					
Tripper Routes	232	265	497	480	3.5%
Special Bus Operations	209	0	683	303	125.4%
<b>Other Services Total</b>	<b>441</b>	<b>265</b>	<b>1,180</b>	<b>783</b>	<b>50.7%</b>
<b>TOTAL ALL SERVICES</b>	<b>12,152</b>	<b>12,623</b>	<b>38,526</b>	<b>41,170</b>	<b>-6.4%</b>

ONE-WAY TRIPS BY USER GROUP	Fixed	DAR	YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 17-18	FY 16-17	Change
General (18 years to 60 years of age)	6,215	96	20,236	21,791	-7.1%
Senior/Disabled	3,484	1,499	15,766	16,555	-4.8%
Child/Youth (less than 18 years of age)	859	0	2,525	2,824	-10.6%
<b>Total</b>	<b>10,557</b>	<b>1,595</b>	<b>38,526</b>	<b>41,170</b>	<b>-6.4%</b>

OTHER RIDER CATEGORIES	Fixed	DAR	YTD	YTD	YTD %
	Route	DAR	FY 17-18	FY 16-17	Change
Ride Connection	84		256	286	-10.5%
Tillamook Bay Community College	97		318	372	-14.5%
Northwest Rides		704	2,127	2,220	-4.2%
NWOTA Visitor Pass	95		428	568	-24.6%

## MONTHLY PERFORMANCE

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

### Dial-A-Ride Services

Sep-16	1.2	58.9%	58.95
Jun-17	1.3	67.5%	56.34
Jul-17	1.3	63.7%	59.12
Aug-17	1.3	64.8%	58.08
Sep-17	1.3	58.3%	65.97
<b>STANDARD</b>	<b>1.3</b>	<b>65.3%</b>	<b>56.36</b>

### Deviated Fixed Routes

Sep-16	7.8	11.8%	68.60
Jun-17	6.8	11.6%	64.99
Jul-17	7.0	12.3%	64.46
Aug-17	7.1	13.4%	63.14
Sep-17	7.1	11.8%	71.46
<b>STANDARD</b>	<b>7.0</b>	<b>12.4%</b>	<b>64.60</b>

### Intercity Services

Sep-16	3.3	35.4%	73.62
Jun-17	2.8	29.7%	72.54
Jul-17	3.1	33.9%	71.64
Aug-17	3.3	39.3%	70.23
Sep-17	3.2	33.4%	78.67
<b>STANDARD</b>	<b>2.9</b>	<b>31.5%</b>	<b>72.86</b>

### Other Services

Sep-16	3.1	3.5%	55.73
Jun-17	6.1	10.7%	54.78
Jul-17	3.4	1.8%	55.83
Aug-17	3.3	7.1%	54.57
Sep-17	3.7	6.3%	61.83
<b>STANDARD</b>	<b>6.9</b>	<b>10.7%</b>	<b>55.54</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**

Summer -16	1.2	61.2%	58.38	48.17
Fall - 16	1.2	64.9%	54.92	44.00
Winter - 16	1.3	63.3%	56.46	43.45
Spring - 16	1.3	69.2%	52.97	41.55
Summer -17	1.3	58.3%	65.97	51.96
<b>STANDARD</b>	<b>1.3</b>	<b>65.3%</b>	<b>56.36</b>	<b>45.19</b>

**Deviated Fixed Route Services**

Summer -16	7.8	13.7%	63.35	8.64
Fall - 16	7.1	12.5%	65.52	9.09
Winter - 16	6.5	11.6%	67.46	10.38
Spring - 16	6.7	13.0%	62.23	9.25
Summer -17	7.0	11.8%	71.46	10.19
<b>STANDARD</b>	<b>7.0</b>	<b>12.4%</b>	<b>64.60</b>	<b>9.29</b>

**Intercity Services**

Summer -16	3.2	34.8%	74.87	23.42
Fall - 16	2.9	32.0%	71.80	24.67
Winter - 16	2.9	31.8%	74.93	25.92
Spring - 16	2.9	32.2%	69.40	24.11
Summer -17	3.2	33.4%	78.67	24.70
<b>STANDARD</b>	<b>2.9</b>	<b>31.5%</b>	<b>72.86</b>	<b>24.86</b>

**Other Services**

Summer -16	7.5	7.1%	59.15	7.84
Fall - 16	8.2	9.8%	55.43	6.79
Winter - 16	5.1	15.6%	57.72	11.36
Spring - 16	11.6	28.9%	63.53	5.50
Summer -17	3.7	6.3%	61.83	16.61
<b>STANDARD</b>	<b>6.9</b>	<b>10.7%</b>	<b>55.54</b>	<b>8.28</b>

Tillamook County Transportation District  
 Actual FY 2017/2018

Year-to-Date Statistics and Performance

Route/Run	Thru Sept 2017										10/10/2017						
	YTD Fare Revenue (\$)	YTD Passngs	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 (\$)	
Dial-A-Ride Service																	
Central DAR	24,276	2,471	1,327	1,601	21,377	10,988	54,777	3,223	17,978	86,966	65.56	1.9	27.9%	0.04	9.82	18.30	
NW Rides	115,272	1,841	2,195	2,711	60,836	31,270	90,659	5,335	33,164	160,428	73.07	0.8	71.9%	0.04	62.61	52.50	
North DAR	6,388	565	285	321	4,586	0	0	5,908	1,539	7,447	26.17	2.0	85.8%	0.53	11.31	22.45	
South DAR	4,789	103	116	143	2,403	0	0	3,096	806	3,902	33.74	0.9	122.7%	-0.12	46.49	41.41	
<b>Total DAR</b>	<b>150,724</b>	<b>4,980</b>	<b>3,922</b>	<b>4,776</b>	<b>89,202</b>	<b>42,258</b>	<b>145,436</b>	<b>17,562</b>	<b>53,487</b>	<b>258,743</b>	<b>65.97</b>	<b>1.3</b>	<b>58.3%</b>	<b>0.05</b>	<b>30.27</b>	<b>38.43</b>	
Deviated Route																	
01 Town Loop	9,686	12,058	1,148	1,275	14,776	7,595	47,388	2,788	15,055	72,826	63.46	10.5	13.3%	0.19	0.80	8.44	
02 Netarts/Oceanside	2,673	2,401	502	608	13,104	6,736	20,738	1,220	7,477	36,170	72.02	4.8	7.4%	0.07	1.11	5.32	
03 Manzanita	13,991	10,050	1,287	1,527	36,477	18,750	53,145	3,127	19,550	94,571	73.48	7.8	14.8%	0.12	1.39	10.87	
04 Lincoln City	6,880	3,169	1,010	1,145	35,172	18,079	41,698	2,454	16,217	78,447	77.69	3.1	8.8%	0.04	2.17	6.81	
<b>Total Deviated Route</b>	<b>33,230</b>	<b>27,678</b>	<b>3,947</b>	<b>4,555</b>	<b>99,529</b>	<b>51,159</b>	<b>162,969</b>	<b>9,589</b>	<b>58,298</b>	<b>282,015</b>	<b>71.46</b>	<b>7.0</b>	<b>11.8%</b>	<b>0.11</b>	<b>1.20</b>	<b>8.42</b>	
Intercity																	
05 Portland	35,524	3,150	923	930	28,350	14,572	40,338	2,242	14,309	71,461	77.46	3.4	49.7%	0.09	11.28	38.50	
06 Salem	3,179	1,538	549	723	19,628	10,089	24,003	1,334	8,884	44,310	80.71	2.8	7.2%	0.04	2.07	5.79	
<b>Total Intercity</b>	<b>38,703</b>	<b>4,688</b>	<b>1,472</b>	<b>1,652</b>	<b>47,978</b>	<b>24,661</b>	<b>64,341</b>	<b>3,576</b>	<b>23,193</b>	<b>115,771</b>	<b>78.67</b>	<b>3.2</b>	<b>33.4%</b>	<b>0.06</b>	<b>8.26</b>	<b>26.30</b>	
Other Services																	
Trippers	533	497	111	61	359	185	4,587	270	1,313	6,354	57.20	4.5	8.4%	0.09	1.07	4.80	
Special Bus Operation	696	683	206	268	2,929	1,506	8,500	500	2,737	13,242	64.33	3.3	5.3%	0.05	1.02	3.38	
Total Other Services	1,229	1,180	317	329	3,288	1,690	13,087	770	4,050	19,596	61.83	3.7	6.3%	0.06	1.04	3.88	
<b>Total TCTD Services</b>	<b>223,886</b>	<b>38,526</b>	<b>9,657</b>	<b>11,313</b>	<b>239,998</b>	<b>119,769</b>	<b>385,833</b>	<b>31,497</b>	<b>139,027</b>	<b>676,126</b>	<b>70.01</b>	<b>3.99</b>	<b>33.1%</b>	<b>0.09</b>	<b>5.81</b>	<b>23.18</b>	
										Total Mileage, Labor & Direct Cost		537,099		25.9%		Page 1	

Tillamook County Transportation District  
 FY16/17 to FY 17/18

Year-Over-Year Comparison

Route/Run	Thru Sept 2017 17/18			Thru Sept 2017 17/18			Thru Sept 2017 17/18			Thru Sept 2017 17/18			Thru Sept 2017 17/18			
	Fare Revenue	Fare Revenue	Amount Difference	Percent Difference	Passngs	Passngs	Amount Difference	Percent Difference	Service Hours	Service Hours	Amount Difference	Percent Difference	Total Cost	Total Cost	Amount Difference	
Dial-A-Ride Service																
Central DAR	10,477	24,276	13,799	131.7%	1,788	2,471	683	38.2%	894	1,327	433	48.4%	54,601	86,966	32,365	59.3%
NW Rides	110,839	115,272	4,433	4.0%	2,041	1,841	-200	-9.8%	2,422	2,195	-226	-9.3%	166,521	160,428	-6,093	-3.7%
North DAR	9,511	6,388	-3,123	-32.8%	787	565	-222	-28.2%	440	285	-155	-35.4%	7,206	7,447	241	3.3%
South DAR	6,120	4,789	-1,331	-21.8%	164	103	-61	-37.2%	188	116	-72	-38.5%	4,160	3,902	-258	-6.2%
Total DAR	136,946	150,724	13,778	10.1%	4,780	4,980	200	4.2%	3,944	3,922	-22	-0.5%	232,488	258,743	26,255	11.3%
Deviated Route																
01 Town Loop	10,645	9,686	-959	-9.0%	13,188	12,058	-1,130	-8.6%	1,148	1,148	0	0.0%	69,268	72,826	3,558	5.1%
02 Netarts/Oceanside	2,918	2,673	-245	-8.4%	2,659	2,401	-258	-9.7%	502	502	0	0.0%	34,814	36,170	1,356	3.9%
03 Manzanita	15,398	13,991	-1,407	-9.1%	11,087	10,050	-1,037	-9.4%	1,287	1,287	0	0.0%	90,938	94,571	3,634	4.0%
04 Lincoln City	7,469	6,880	-589	-7.9%	3,844	3,169	-675	-17.6%	1,010	1,010	0	0.0%	75,718	78,447	2,729	3.6%
Total Local Fixed Route	36,430	33,230	-3,200	-8.8%	30,778	27,678	-3,100	-10.1%	3,947	3,947	0	0.0%	270,738	282,015	11,277	4.2%
Intercity																
05 Portland	35,346	35,524	178	0.5%	3,220	3,150	-70	-2.2%	923	923	0	0.0%	66,657	71,461	4,805	7.2%
06 Salem	3,176	3,179	4	0.1%	1,609	1,538	-71	-4.4%	554	549	-5	-0.9%	42,053	44,310	2,257	5.4%
Total Intercity	38,522	38,703	182	0.5%	4,829	4,688	-141	-2.9%	1,477	1,472	-5	-0.3%	108,710	115,771	7,061	6.5%
Other Services																
Trippers	417	533	116	27.8%	480	497	17	3.5%	203	111	-92	-45.3%	10,830	6,354	-4,476	-41.3%
Special Bus Operation	70	696	626	891.1%	303	683	380	125.4%	46	206	160	344.9%	3,062	13,242	10,180	332.5%
Total Other Services	487	1,229	742	152.3%	783	1,180	397	50.7%	249	317	68	27.1%	13,892	19,596	5,705	41.1%
<b>Total TCTD Services</b>	<b>212,385</b>	<b>223,886</b>	<b>11,501</b>	<b>5.4%</b>	<b>41,170</b>	<b>38,526</b>	<b>-2,644</b>	<b>-6.4%</b>	<b>9,616</b>	<b>9,657</b>	<b>41</b>	<b>0.4%</b>	<b>625,828</b>	<b>676,126</b>	<b>50,298</b>	<b>8.0%</b>

21

Tillamook County Transportation District  
FY16/17 to FY 17/18

Year to Date Performance Comparison

Route/Run	Thru Sept 2017 16/17			Thru Sept 2017 17/18			Thru Sept 2017 16/17			Thru Sept 2017 17/18					
	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
<u>Dial-A-Ride Service</u>															
Central DAR	61.10	65.56	4.46	2.0	1.9	-0.1	19.2%	27.9%	8.7%	5.86	9.82	3.96	45.5%	67.7%	
NW Rides	68.76	73.07	4.31	0.8	0.8	0.0	-0.5%	71.9%	5.3%	54.31	62.61	8.31	7.9%	15.3%	
North DAR	16.36	26.17	9.81	1.8	2.0	0.2	11.1%	85.8%	-46.2%	12.08	11.31	-0.78	-35.0%	-6.4%	
South DAR	22.12	33.74	11.61	0.9	0.9	0.0	2.1%	122.7%	-24.4%	37.31	46.49	9.18	-16.6%	24.6%	
Total DAR	58.95	65.97	7.02	1.2	1.3	0.1	4.8%	58.3%	-0.7%	28.65	30.27	1.62	-1.1%	5.6%	
<u>Deviated Route</u>															
01 Town Loop	60.36	63.46	3.10	11.5	10.5	-1.0	-8.6%	15.4%	-2.1%	0.81	0.80	0.00	-13.5%	-0.5%	
02 Neilarts/Oceanside	69.32	72.02	2.70	5.3	4.8	-0.5	-9.7%	8.4%	-1.0%	1.10	1.11	0.02	-11.8%	1.4%	
03 Manzanita	70.66	73.48	2.82	8.6	7.8	-0.8	-9.4%	16.9%	-2.1%	1.39	1.39	0.00	-12.6%	0.2%	
04 Lincoln City	74.98	77.69	2.70	3.8	3.1	-0.7	-17.6%	9.9%	8.8%	1.94	2.17	0.23	-11.1%	11.7%	
Total Deviated Route	68.60	71.46	2.86	7.8	7.0	-0.8	-10.1%	13.5%	-1.7%	1.18	1.20	0.02	-12.4%	1.4%	
<u>Intercity</u>															
05 Portland	72.25	77.46	5.21	3.5	3.4	-0.1	-2.2%	53.0%	-3.3%	10.98	11.28	0.30	-6.3%	2.7%	
06 Salem	75.91	80.71	4.80	2.9	2.8	-0.1	-3.5%	7.6%	-0.4%	1.97	2.07	0.09	-5.0%	4.7%	
Total Intercity	73.82	78.67	5.05	3.3	3.2	-0.1	-2.6%	35.4%	-2.0%	7.98	8.26	0.28	-5.7%	3.5%	
<u>Other Services</u>															
Trippers	53.35	57.20	3.85	2.4	4.5	2.1	89.2%	3.9%	8.4%	0.87	1.07	0.20	117.8%	23.4%	
Special Bus Operation	66.18	64.33	-1.85	6.5	3.3	-3.2	-49.3%	2.3%	5.3%	0.23	1.02	0.79	129.2%	339.7%	
Total Other Services	55.73	61.83	6.10	3.1	3.7	0.6	18.5%	3.5%	6.3%	0.62	1.04	0.42	78.8%	67.4%	
Total Other Services	65.08	70.01	4.93	4.3	4.0	-0.3	-6.8%	33.9%	-0.8%	5.16	5.81	0.65	-2.4%	12.6%	

Comparison FY16/17 to FY 17/18	YTD Through Sept 2017		
	Description	Amount	Percent Difference
Mileage	223,827	239,998	16,171 7.2%
Mileage Based Costs	119,484	119,769	285 0.2%
Hourly Based Costs	372,571	385,833	13,262 3.6%
Direct Costs	124,670	139,027	14,357 11.5%
Overhead Costs	-	-	-
Total Costs	616,724	644,628	27,904 4.5%

Special Bus Operation Calculation Cost		Hourly Rate Calculation:	
Cost per mile calculation:	Plus 45.8%	Actual Hourly Rate	\$ 34.11
	Actual Overhead	Plus Direct Costs	4.7%
	Minivan	Hourly Rate	\$ 35.69
	Small Bus	Plus Overhead	25.9%
	Coach	Hourly Rate	\$ 44.93
		Plus Profit	20.0%
			\$ 53.92

22

**Coordinating Committee Meeting**  
 October 13, 2017  
 Tillamook County Transportation District  
 Tillamook, OR  
 9:00 am—12:00 pm

**Teleconference**  
**866/755-7677**  
**Pin # 005939**

**Agenda**

9:00— 9:10a	1. Introductions. Welcome to Guests 2. Consent Calendar ( <b>Action Items</b> ) 📌 September 22, 2017 Meeting Minutes ( <b>attached</b> ) 📌 September 2017 Financial Report ( <b>attached</b> ) 📌 Ridership Tracking	Cynda Bruce
9:10— 9:30a	3. Website Development Update	Thomas Craig
9:30— 10:00a	4. NWOTA Standing Items 📌 IGA—Updating Fiscal Agent 📌 Marketing—Replacing Maverick Media 📌 Swiftly Update 📌 Management Plan Action Items Update/2017 NWACT Work Schedule <ul style="list-style-type: none"> <li>▪ Management Plan Adoption Update</li> <li>▪ Driver Training Update</li> <li>▪ Development of Policies/Operating Procedures</li> <li>▪ Public Information Presentation</li> <li>▪ Make Presentations</li> <li>▪ Update IGA</li> <li>▪ Investigate Joint Procurement Opportunities</li> </ul>	All
10:00— 10:30 a	5. Transit Access Biweekly Coordination 📌 Final List of Stops 📌 Field Visits Draft Itinerary	Ken Shonkwiler/ Ryan Farncomb
10:30— 11:00a	6. Member Updates	All

**Attachments:**

September 22, 2017 Meeting Minutes  
 September Financial Statement

Transit Access Study Final List of Stops  
 Transit Access Study Field Visits (Draft)

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.



23

NW Oregon Transit Alliance (NWOTA)  
Coordinating Committee Meeting Minutes  
September 22, 2017  
Tillamook, OR

1. Introductions: 10:04 a.m. Doug Pilant, Coordinating Committee Chair, opened the meeting.

Meeting attendees attended or called in:

- 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
- Arla Miller, Ken Shonkwiler—ODOT
- Karen Kent—Col-Pac EDD, filling in for Mary McArthur
- Ryan Farncomb—CH2M
- Shawn Kummer—CH2M
- Scott Richman—CH2M Environmental Lead
- Carole Richardson—Plangineering

2. Consent Calendar: Unanimously approved. (JH/MR)

✚ August 11, 2017 Meeting Minutes

✚ August 2017 Financial Report—Marketing & website re-design are the only expenses so far.

✚ August 2017 Ridership Tracking—Cynda submitted the totals for Lincoln City to Newport and Newport to Corvallis. Jeff will get the Astoria to Cannon Beach totals.

3. Driver Training Update

Driver-training program was well received in both Columbia and Clatsop counties. Both morning and afternoon classes were scheduled, and some overtime had to be paid. Columbia County Rider noted that their contractor, MTR Western, knew more and were much more excited than dispatch employees. They would like Cathy Bond to come back again and meet with more people. Lincoln County is next and has a new trainer on board as of September 1, 2017.

4. STIP Transit Access Study meeting with Consultant

Need to get the number stops down to 24 (currently at 27).

Questions for NWOTA partners:

✚ What is the number 1 outcome wanted? Answer: Get stops/project to grant application-ready and complete a One Stop Map

✚ What is currently not working with Connector pedestrian access? Answer: Poorly designed signs...Using huge green signs that blow away in the wind because of how they attach to the ground. Tall, rusty clamps look bad. The signs are fading and can't be seen at night. No reflection. Lincoln County redesigned their signs. Seaside needs shelters that withstand a 130 mph wind gust, current design is only to 120 mph.

✚ What is Working? Answer: Shelters are fine, means of attaching it is another issue, like the 360 degree view, place for the map.

Project Scope of Work:

✚ Task 1—Project Management: ODOT (Ken) will take the lead

✚ Task 2—Needs Assessment: Bike/Ped access, ADA accommodations, general comfort without being too comfortable (address vagrant problems such as no long benches, visibility, lean-on design, etc.), address way-finding improvements, parking availability (on and off street) in



proximity to stops, land use context, ROW needs and limits, bus pullouts, concept designs to use for all rural or city shelters, simple or elaborate designs (can pick and choose).

- ✦ Task 3—Environmental Needs and Compliance: Must address environmental impacts, mitigation measures, and permitting requirements. For example, address wetlands and floodplains. Stops on State highways need to work closely with ODOT Region 2 Maintenance.
- ✦ Task 4—30% Design Submittal: Address cost estimates, schedule construction bids, complete survey, continue environmental work for stop improvements.
- ✦ Next Steps: Doodle Poll will be sent out shortly to set up bus stop tours in October, Carol suggested assigning one permit approval person. If possible, have permitting staff go on Stop Tour. Complete Needs Assessment by 12/31/17. Drafts should be ready in January 2018..Pick the best. Final drafts complete by the end of February. Send to Engineers in March. Should have cost estimates by mid-summer 2018. Schedule final meeting. Submit Grant application.

## 5. Member Updates

- ✦ Lincoln County—Continued work on Transit Development Plan. One more meeting, almost complete. Just hired a Field Supervisor. Fred is working 4 hours per day/ 5 days a week. They are getting a new bus soon. Downsizing the Dial-A-Ride fleet from 15 to 8 buses. Retro fitting buses is very expensive vs purchasing new. (i.e. Fold up seats are \$100 new vs \$800 retro fitting. Issues with narrow aisles on the ARBOC Ford Transit recall is effecting everyone.
- ✦ Sunset Empire Transportation District—Moved a trolley car (Bus) to Cannon Beach. Over a 6 week period there was an increase of 178% in ridership. Looking into other types of buses such as electric and hydrogen. Planning to go to the Atlanta Expo. There are over 800 booths (6 min. per booth). Also going to the Pendleton Conference. Bus Rodeo coming up, participation seems to be down this year. Regarding HB 2017 funding goals and reporting: ODOT will report to the legislature on how well the new funding will leverage other Federal funding. Some communities with low transit dollar investments (such as Hood River) will see a huge increase in riders and miles traveled and will easily leverage additional federal funding. Well-funded transit programs receiving this new money probably won't experience large increases. What percentage of need is being met? Will the goal be measured state-wide or will it be program by program? Section 5311 survey needs to be completed by September 29, 2017. Only 40% of agencies have responded and this needs to be 100%. Jeff proposed that NWOTA submit a TIGER grant as a group application. Rural Agencies qualify for 100% with no match. Minimum \$1 million request. All the Transit Districts are spending a lot of money on maintenance and could all use new buses. Who would be the Lead? NWOTA or Tillamook Transit? Application is due by Monday, October 16<sup>th</sup>, 2017. Doug said he'd reach out to Carol Richardson for help with this. All participants were encouraged to go to Grants.gov as soon as possible to research what is needed to expedite the application process.
- ✦ CC Rider—Put out RFQ for a 30-passenger bus, received one back that did not meet standards. Will be re-writing RFQ for a Transit Coach or a Bluebird. Basin Transit just purchased two Bluebirds. Jeff from Sunset Transit will send Columbia County Rider information regarding the differences between the Bluebirds and the Cutaways. Wants a smaller fleet of vans for Dial-a-Ride. Working on a bus stop at Havlik Dr and Hwy 30 WB/N. ODOT Rail installing bus signs in Scappoose with money received from grant.
- ✦ Benton—August 2<sup>nd</sup> launched new service from Amtrak in Albany to Corvallis. Working on route schedule study to tie NW Connector to the Linn/Benton County Loop. Worked at the Beaver Fair in Corvallis last week. Just finished 3 year update to Title 6 plan. Taking plan to Board in November.
- ✦ ODOT—A new Train Schedule will be coming out in December. HB2017 ODOT Use of Funds: Administrative funds come off the top. Karyn Criswell to help write rules then OTC will sign off. Timeline: Plans need to be submitted by January and the rules are still being written. 5310 funding went down significantly.

- ✚ Tillamook—Building remodel still in progress. The drawings had “field measurements” for the trusses, not actual. Trusses were 7 inches off, the roof tiles were taken off the roof, and the rains had started. Discovered the 1978 heating system was full of mold so they had to purchase a new heating system. Waiting for inspection. Was to be Oct 1, now hoping for the end of October. Purchased a new purchasing and scheduling software program (ECOLANE) that does trip mapping and a mileage based option for the shared ride program. It’s a cloud based GIS system that should be going live this next quarter. Working on the Neskowin bus stop. Implemented a weekend shuttle in Pacific City and had over 500 riders in 8 weeks. Increased evening Fair bus service, marketing was great. Coastal Connector Operation Plan—Now has 3 daily round trips to the Salem Bus/Amtrak terminal. At 5 a.m. goes to Lincoln City, then on to Salem, Greyhound connections NB and SB to Sacramento, CA. Increased from 23 connections to 28 connections. October 2, begin daily trips to Grand Ronde and Spirit Mountain Casinos. (Currently only provided on weekends). Casinos are helping pay the additional 4 drivers needed and providing space for the buses. Increasing number of “benefited” drivers by 3.

## 6. Other Business

- ✚ NW Oregon Transit Alliance IGA. Questions/Discussion:
  - Who wrote the original IGA?
  - Wish that the attorneys would get together
  - Columbia County Board wants the management plan before IGA settled and signed
  - Doug hasn’t brought the IGA to his attorney yet. His Board had some concerns, resulting from a misinterpretation of the management plan. Worried about giving up autonomy.
  - Lee suggested looking at the existing IGA to see if still valid. May just need to be an amendment to change the fiscal agent from Columbia County to Tillamook County. Would Robin or Henry take the lead on that? Michael will talk to Robin first then Henry if needed.
  - Would Amendment have to go through Legal or Board Approval?
- ✚ Next Meeting(s):
  - October 4, 2017. In-person at Pendleton Conference
  - Teleconference: October 13, 2017
  - Next Discussions: Mary Burke retirement, recalculations and refund/additional payments discussions based on new “24 shelter” list, Trillium

Meeting adjourned at 2:25 p.m.

Recorded: Karen Kent, Col-Pac EDD and NWOTA Staff

Tillamook County Transportation District  
 Financial Statement - Unposted Transactions Included In Report  
 From 9/1/2017 Through 9/30/2017

08 - Northwest Oregon Transit Alliance

		Current Period		Current Year		Total Budget		Bdgt .25%
		Actual	Budget	Actual	Variance	Total Budget	Variance	
<b>Resources</b>								
Working Capital	3500	0.00	0.00	0.00		30,000.00	(30,000.00)	0.00%
NWOTA Partner Cont. Match	4225	0.00	0.00	10,000.00		57,120.00	(47,120.00)	17.50%
Grants - 5311 (f)	4240	0.00	2,550.00	0.00		30,600.00	(30,600.00)	0.00%
Transfer From General Fund	4911	0.00	0.00	0.00		14,280.00	(14,280.00)	0.00%
Transfer from STF Fund	4916	0.00	0.00	51,064.00		0.00	51,064.00	0.00%
<b>Total Resources</b>		<u>0.00</u>	<u>2,550.00</u>	<u>61,064.00</u>		<u>132,000.00</u>	<u>(70,936.00)</u>	<u>46.26%</u>
<b>Expenses</b>								
<b>Materials and Services</b>								
Professional Services	5100	0.00	1,750.00	0.00		21,000.00	21,000.00	0.00%
Administrative Support	5101	4,569.54	2,083.33	4,569.54		25,000.00	20,430.46	18.27%
Website Maintenance	5102	0.00	416.67	0.00		5,000.00	5,000.00	0.00%
Marketing	5190	2,825.98	2,354.17	10,669.94		28,250.00	17,580.06	37.76%
Website Re-Design	5191	0.00	0.00	4,148.00		0.00	(4,148.00)	0.00%
Travel & Training	5220	0.00	416.67	0.00		5,000.00	5,000.00	0.00%
<b>Total Materials and Services</b>		<u>7,395.52</u>	<u>7,020.84</u>	<u>19,387.48</u>		<u>84,250.00</u>	<u>64,862.52</u>	<u>23.01%</u>
<b>Transfers</b>								
Transfer to General Fund	9130	0.00	0.00	0.00		13,000.00	13,000.00	0.00%
Reserve for Future Expenditure	9175	0.00	0.00	0.00		34,750.00	34,750.00	0.00%
<b>Total Transfers</b>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>		<u>47,750.00</u>	<u>47,750.00</u>	<u>0.00%</u>
<b>Total Expenses</b>		<u>7,395.52</u>	<u>7,020.84</u>	<u>19,387.48</u>		<u>132,000.00</u>	<u>112,612.52</u>	<u>14.69%</u>

27

Benton County

Philomath #1 Westbound	44.54025	-123.366	Existing shelters – may not need much. Assess ped/bike access, safety.
Philomath #2 Eastbound	44.539028	-123.371056	Existing shelters – may not need much. Assess ped/bike access, safety. Courtesy
Lewisburg NW	44.629	-123.241417	On Highway 99W
Granger Road NE			On Highway 99W – at Lewisburg Road intersection
Adair Village	44.66883	-123.222744	Transit stop in Adair Village

Columbia County

WB HWY 30 at Havlik	45°44'28.84"N	122°52'41.07"W
WB HWY 30 at Gable	45°50'55.99"N	122°49'52.49"W
EB HWY 30 at Gable	45°51'30.84"N	122°49'18.42"W
EB HWY 30 east of Columbia Blvd/approx 60' east of start of bike lane	46.105	123.206
Clatskanie Safeway	46.105256	-123.207175

Clatsop County

Knappa	46.168202	-123.58234	Only a sign presently. Crossing concerns.
Warrenton	46.147357	-123.917277	New development nearby, will be busy stop soon.
Gearhart	46.025681	-123.912005	Only a sign presently. TSP-identified improvements here
Seaside	45.992633	-123920987	No meeting comments

Tillamook County

Rockaway Beach (1)				No meeting comments
Rockaway Beach (2)	45.609695	123.944452		No meeting comments
Tillamook Cheese Factory NB	45.483806	-123.845333		Crossing safety
Tillamook Cheese Factory SB				Crossing safety
Hebo	45.22922	-123.863028		Existing SB stop at Post Office. Needs improvement, NB stop on Highway 101
Pacific City	45.21491	-123.969556		Just south of Pelican Pub. Consider relocating to Cape Kiwanda Drive. Would need to discuss with County

Lincoln County

Neotsu Post Office	44.997976	-123.995577	Difficult location. Shared with TCTD. Bus maneuvering issues in parking lot; buses end up blocking the highway
NB Otter Rock	43.804133	-120.554201	Safety concerns on Highway 101. No improvements currently.
Newport Walmart	44.656729	-124.054419	Move stop at the edge of Walmart to new location
Newport Comm. College	44.602882	-124.042346	Relocate stop – buses have trouble maneuvering in parking lot
Ray's Market	44.429521	-124.060714	580 NE Broadway St., Waldport, OR 97394, 44.429521, -124.060714



10/11/17

## NW Transit Access Field Visit DRAFT Itinerary Oct 25 - 27

### Day 1 – Wednesday, October 25, 2017

*Sunset Empire Transportation District and Columbia County Rider*

Time	Stop	Address for Directions
<b>Sunset Empire Transportation District</b>		
ODOT/NWOTA Staff: Ken, Donna, Jeff, Michael		
Consultant Staff: Ryan, Ralph, Shawn, Heidi		
80 miles (1.5 hours) from CH2M PDX to first stop on Day 2		
		<b>Meet Jeff at this stop</b>
9:00 – 9:20 AM	Stop #9 – Seaside	851 Broadway St, Seaside, Oregon, 97138 2.4 miles to next stop
9:30 – 9:50 AM	Stop #8 - Gearhart	3518 Park Dr, Seaside, Oregon, 97138 8.7 miles to next stop
10:00 – 10:20 AM	Stop #7 - Warrenton	1540 SE Discovery Ln, Warrenton, Oregon, 97146 19.7 miles to next stop
10:50 – 11:10 AM	Stop #6 - Knappa	42930 Old Highway 30, Astoria, Oregon, 97103 21 miles to lunch stop in Clatskanie
12:00 PM – 1:00 PM	Lunch	Clatskanie 0 miles to next stop
<b>Columbia County Rider</b>		
		<b>Meet Michael at this stop (Ryan or Ken will text Michael to confirm time)</b>
1:00 – 1:20 PM	Stop #5 - Clatskanie Safeway	303 Lower Columbia River Hwy, Clatskanie, Oregon, 97016 32 miles to next stop
2:00 – 2:20 PM	Stop #4 - EB HWY 30 east of Columbia Blvd	155 US-30, Saint Helens, Oregon, 97051 0.8 miles to next stop
2:30 – 3:10 PM	Stop #2 - WB HWY 30 at Gable	758-798 US-30, Saint Helens, Oregon, 97051 7.9 miles to next stop
	Stop #3 - EB HWY 30 at Gable	
3:30 – 3:50 PM	Stop #1 - WB HWY 30 at Havlik	52129 Columbia River Hwy, Scappoose, OR 97056
Back to PDX		22 miles (40 min) back to CH2M

**Day 2 – Thursday October, 26, 2017**

*Benton County Transportation District & Lincoln County Transit*

Time	Stop	Address for Directions
<b>Benton County Transportation District</b>		
ODOT/NWOTA Staff: Ken, Donna, Lee, Cynda		
Consultant Staff: Ryan, Adrianna, Shawn, Heidi		
78 miles (1.5 hours) from CH2M Hill PDX to first stop on Day 2		
9:00 – 9:20 AM	Stop #24 – Adair Village	<b>Meet Lee at this stop</b> 6020 NE William R Carr St, Corvallis, Oregon, 97330 3 miles to next stop
9:30 – 10:10 AM	Stop #22 - Lewisburg NW  Stop #23 - Granger Road NE	5801-6067 Pacific Hwy W, Corvallis, Oregon, 97330 10.4 miles to next stop
10:30 – 11:10 AM	Stop #21a - Philomath #1 Westbound  Stop #21b - Philomath #2 Eastbound	1405 Main St, Philomath, OR 97370 60 miles to lunch
<b>Lincoln County Transit</b>		
12:30 – 1:30 PM	Lunch	Waldport, Washington
1:40 – 2:00 PM	Stop #20 - Ray's Market	<b>Meet Cynda at this stop (Ryan or Ken will text Cynda to confirm rendezvous time)</b> 580 NE Broadway St, Waldport, Oregon, 97394 14.5 miles to next stop
2:30 – 2:50 PM	Stop #19 - Newport Comm. College	400-498 SE College Way, South Beach, Oregon, 97366 Address shown is 0.11 miles north of stop 4.6 miles to next stop
3:00 – 3:20 PM	Stop #18 - Newport Walmart	2517-2791 Oregon Coast Hwy, Newport, Oregon, 97365 6.3 miles to next stop
3:30 – 3:50 PM	Stop #17 - NB Otter Rock Milepost 133.5 on Highway 101	6601-6799 Otter Crest Loop, Otter Rock, Oregon, 97369 21 miles to next stop
4:20 – 4:40 PM	Stop #16 - Neotsu Post Office	4498-4498 Oregon Coast Hwy, Neotsu, Oregon, 97364 6 miles back to Lincoln City
CH2M Overnight		Hotel in Lincoln City, Oregon

Day 3 – Friday October, 27, 2017  
 Tillamook Transportation District

Time	Stop	Address for Directions
<b>Tillamook County Transportation District</b>		
<b>ODOT/NWOTA Staff:</b> Ken, Donna, Doug		
<b>Consultant Staff:</b> Ryan, Adrianna, Shawn, Heidi		
		<b>Meet Doug at this stop</b>
9:30 – 9:50 AM	Stop #15 - Pacific City	22 miles to first stop from Lincoln City 33201-33299 Alder St, Pacific City, Oregon, 97135 9.2 miles to next stop
10:10 – 10:30 AM	Stop #14 - Hebo	31255 US-101, Cloverdale, Oregon, 97112 21 miles to Tillamook
11:30 – 11:50 AM	Stop #13 - Tillamook Cheese Factory SB	3501-3837 US-101, Tillamook, Oregon, 97141
	Stop #12 - Tillamook Cheese Factory NB	
12:00 PM – 1:00 PM	Lunch	Tillamook 12.6 miles to next stop
1:30 – 2:00 PM	Stop #11 - Rockaway Beach (2) Hwy 101 SB	300 S Pacific St, Rockaway Beach, Oregon, 97136
	Stop #10 - Rockaway Beach (1) Hwy 101 NB	
100 miles (2 hours) to CH2M PDX Office from last stop		



NW Oregon Transit Access Project

Kickoff Meeting

MEETING TIME & DATE: 10:30 AM – 12:30 PM  
 Friday, September 22, 2017

LOCATION: Tillamook Library  
 1716 3rd St, Tillamook, OR 97141

**Attendees:**

**NWOTA Representatives**

- Cynda Bruce, Lincoln County Transit
- Jeff Hazen, Sunset Empire Transit District
- Mary McArthur, NWOTA Administrator
- Lee Lazaro, Corvallis Transit System
- Doug Pilant, Tillamook County Transp. District
- Michael Ray, Columbia County Transit

**ODOT**

Ken Shonkwiler, Region 2 Planner

**Consultant Team**

- Ryan Farncomb, CH2M
- Shawn Kummer, CH2M
- Scott Richman, CH2M (by phone)
- Carole Richardson, Plangineering

Agenda

10:30 AM	Welcome and Introductions	Ken
10:40 AM	Agenda Review	Ryan
10:45 AM	Project Scope of Work Review <ul style="list-style-type: none"> <li>• Project roles</li> <li>• Key project deliverables</li> <li>• Communication protocols</li> </ul>	Ken, Ryan
11:10 AM	Desired project outcomes <ul style="list-style-type: none"> <li>• What is your highest priority outcome from this project?</li> <li>• What worked well/not well with the first round of Connector stop improvements?</li> </ul>	
11:30 PM	Review stops; high-level needs at each	Ryan, All
12:00 PM	Draft schedule review <ul style="list-style-type: none"> <li>• NWOTA/ODOT review periods</li> </ul>	Ryan
12:20 PM	Next steps and Actions <ul style="list-style-type: none"> <li>• Finalize schedule</li> <li>• Biweekly coordination calls</li> <li>• Field visits</li> <li>• Review actions from this meeting</li> </ul>	Ryan
12:30 PM	Adjourn	

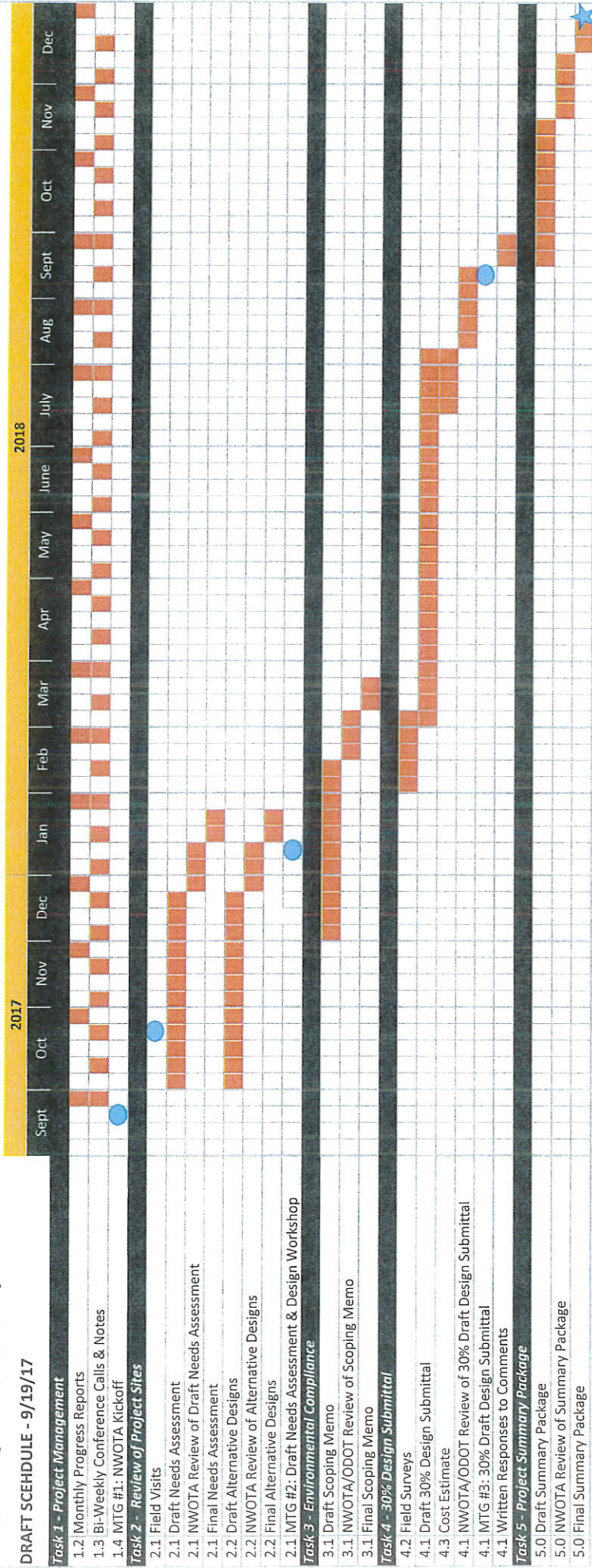
Materials

Scope, Draft Schedule, Stop Map

36

Northwest Oregon Transit Access Project

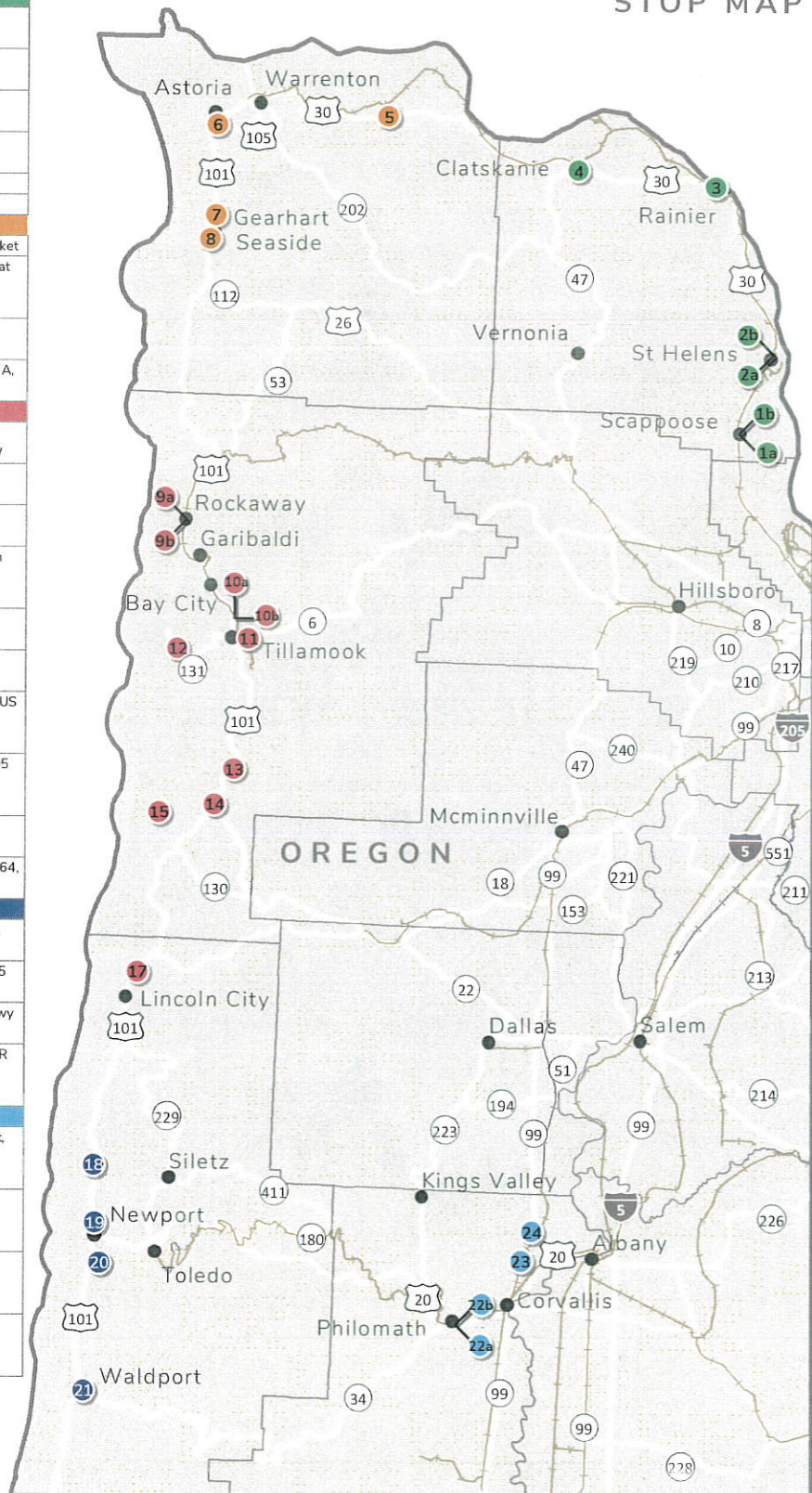
DRAFT SCEHDULE - 9/19/17



# NORTHWEST OREGON TRANSIT ACCESS PROJECT

## STOP MAP

Columbia County Rider		
1a	Scappoose "Proposed"	Walnut Street and Fir Street, 45°45'00.20"N 122°52'45.32"W
1b	Scappoose Park n' Ride	NE 1st and NE Prairie St, 45°45'30.23" -122°52'36.58"W
2a	St Helens	Hwy 30 and Columbia Blvd., 45°51'33.62"N 122°49'12.62"W
2b	St Helens Transit Center	45°52'12.40"N 122°48'50.54"W
3	Rainier Transit Center	46°05'22.91"N 122°56'14.47"W
4	Clatskanie	46°06'18.92"N 123°12'25.83"W
Sunset Empire Transportation		
5	Knappa	49930 Old Hwy 30 at Knappa Market
6	Warrenton	Intersection of Hwy 101/Ensign Ln at Wauna Credit Union/Taco Bell, 46.147357, -123.917277
7	Gearhart	3518 HWY 101 N. In front of the bowling alley
8	Seaside	West side of Hwy 101 and Avenue A, 45.992633, -123.920987
Tillamook County Transportation		
9a	Rockaway Beach (2)	Hwy 101 and South 3rd Avenue, 45.609617°N 123.9451122.19°W
9b	Rockaway Beach (1)	Hwy 101 and South 3rd Avenue, 45.609695°N 123.944452.19°W
10a	Tillamook Cheese Factory	45°29'01.7"N 123°50'43.2"W
10b	Tillamook Fred Meyer	Intersection of Hwy 101 and Wilson River Loop, 45°28'23.4"N 123°50'40.1"W
11	Tillamook Champion Park	4317 Brookfield Ave, Tillamook
12	Netarts	Hwy 131 and Crabb Ave, 45°26'14.2"N 123°56'50.7"W
13	Beaver	Beaver Community Church, 94720 US Hwy 101, 45°16'37.5"N 123°49'43.5"W
14	Hebo	Three Rivers Village RV Park, 31295 US Hwy 101, 45°13'45.2"N 123°51'46.9"W
15	Pacific City	Pelican Pub, 45°12'53.7"N 123°58'10.4"W
16	Neotsu Post Office	4994 N. Hwy 101, Neotsu, OR 97364, 44.997976
Lincoln County Transit		
17	NB Otter Rock	Approximately MP 133.5, Hwy 101, 43.804133, -124.060714
18	Newport Walmart	160 NW 25 st, Newport, OR 97365, 44.656729, -124.054419
19	Newport Comm College	Intersection of SE College Way & Hwy 101, 44.602882,
20	Ray's Market	580 NE Broadway St, Waldport, OR 97394, 44.734485, -124.060714
Benton County Transportation		
21a	Philomath #1 Westbound	Philomath Market, 1405 Main Street, Philomath, 44°32'24.9"N 123°21'57.6"W
21b	Philomath #2 Eastbound	Philomath Library, 1050 Applegate Street, Philomath, 44°32'20.5"N 123°22'15.8"W
22	Lewisburg	Corner of 99W and Lewisburg/Grainger Road, 44°37'44.4"N 123°14'29.1"W
23	Adair Village	Corner of 99W and Vandenburg Avenue, City of Adair Village, 44°40'07.5"N 123°13'21.8"W



## **TASK 1: Project Management**

Consultant shall provide management and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed-upon delivery schedule. The Tasks in this SOW must be completed no later than 18 months after NTP.

### **Task 1.1 Project Management and Coordination**

Consultant shall schedule and coordinate tasks within this SOW and shall maintain liaison and coordination with Agency as needed. Consultant's Project Manager ("PM") shall communicate with Agency as needed regarding the status of Services being performed and to discuss issues or concerns that may impact the Project. This effort must include weekly check-in phone calls between the PM and APM. The PM shall take notes of these phone calls, if directed by the APM. The notes must summarize the discussions that occur during the weekly check-in phone calls and include any follow-up items or action items.

Consultant shall comprehensively monitor the Project budget and expenditures.

The PM shall be the primary point of contact for the Consultant.

Consultant shall fully maintain Project files to include, but not be limited to, the following: engineering computations, assumptions, meeting agendas and minutes, business drawings, correspondence and memoranda.

**Deliverables/Schedule:** Consultant shall provide:

- Project files containing elements mentioned above, which must be delivered within 20 business days of request by Agency.
- Phone call notes from the PM, when directed by the APM; due no later than 2 business days after the phone call.

### **Task 1.2 Monthly Progress Reports**

Consultant shall prepare monthly progress reports in a format approved by Agency.

The progress report must summarize the activities completed and deliverables submitted by task for the reporting period and note to whom the deliverables were sent. The progress report shall identify any schedule or budget issues and if there are pending issues that need resolution.

**Deliverables/Schedule:** Consultant shall provide:

- Electronic monthly progress reports to be included with the monthly billing invoices. For budgeting purposes, 18 progress reports are assumed.

### **Task 1.3 Communication/Coordination**

Consultant shall:

- Host and maintain a SharePoint Project website for NWOTA members to use in reviewing and communicating information and progress on Project documents.
- Communicate progress through bi-weekly conference calls (36 total) with Core Group members, and prepare and distribute notes summarizing each phone conference to

participants after each conference call. Up to two Consultant staff shall attend each bi-weekly conference call, and up to three Consultant staff shall attend up to nine of the calls.

- Contact other Agency staff for necessary documents.
- Provide overall management, direction and coordination of Consultant staff (including sub-consultants) to include any necessary internal Consultant staff meetings;
- Create a draft and final Project schedule, in cooperation with the NWOTA Core Group.
- Consultant shall update the Project schedule up to 4 times during the Project.

Agency will:

- Provide necessary supporting documents, contact information, and support.
- Participate in the Consultant's development of the Project schedule.
- Provide comments on a draft Project schedule, in cooperation with the NWOTA.
- Provide necessary documents.



**Deliverables/Schedule:** Consultant shall:

- Provide a website and password for NWOTA member access and communication, as described in the Task language above; due no later than three (3) months after NTP.
- Draft Project schedule; due no later than one month after NTP
- Final Project schedule; due no later than one week after receipt of Agency and NWOTA comments.
- Notes from up to 36 bi-weekly conference calls; each set of notes due no later than 2 business days after each call.

**Task 1.4 Kickoff meeting with NWOTA group**

Consultant shall organize, schedule, conduct, prepare for and attend a Project kickoff meeting. The Project kickoff meeting will be held at the Tillamook Transit District offices in Tillamook OR with NWOTA Core Group, NWOTA organization representatives, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency and NWOTA. The Agency and NWOTA will have two business days to provide comments. The purpose of the Project kickoff meeting is to review Project issues such as SOW task progress; work products and deliverables; schedules; budgets; Project locations; NWOTA purpose statement; key Project information. Consultant shall prepare draft meeting minutes for review and comment by the Agency, and provide final meeting minutes, after addressing Agency comments. For budgeting purposes, it is assumed that up to four Consultant staff shall attend the two-hour Project kickoff meeting.

Agency will attend the Kickoff meeting; participate in activities; and communicate necessary information.

**Deliverables/Schedule:** Consultant shall:

- Provide draft agenda for review, no later than five business days after NTP; final agenda due at the meeting.
- Conduct the kickoff meeting; no later than two weeks after NTP. Up to four consultant staff shall attend the kickoff meeting.
- Provide draft meeting minutes for review, no later than two business days after the meeting; final minutes due five business days after receipt of comments.



## **TASK 2: Review of Project Sites**

This Task is anticipated to begin within two weeks following the Project kickoff meeting.

### **Task 2.1 Project Needs Assessment**

Consultant shall create a draft needs assessment for transit stops (the "Needs Assessment"). The Needs Assessment must outline the context and deficiencies for each stop and inform necessary improvements via the categories listed below.

After addressing NWOTA member comments, Consultant shall present the Needs Assessment to the NWOTA members in Task 2.2.

Consultant's draft Needs Assessment must address the following needs for each transit stop:

- Determine deficiencies for bicycle and pedestrian access (Crossings, shelter, bike parking, safety, laneways and other factors)
- Address ADA accommodations needed
- Examine general comfort for each stop
- Address way-finding improvements at each stop
- Proximity and availability of parking (on and off street) in direct proximity to stops
- Land use context and civic/public/open space land use adjacencies
- ROW needs, based on available GIS data provided by Agency, or future survey needs if GIS data is unavailable to verify ROW limits
- Bus pullout configuration and potential location

The Needs Assessment must describe the needs to be addressed for each category (e.g. ROW needs, ADA accommodations to be considered, etc.) to allow the NWOTA members to provide comments to the Consultant to allow the Consultant to further the design concepts in Task 2.2 into the 30% design in Task 4. Consultant shall then schedule and facilitate a meeting with the NWOTA and Agency to discuss the draft Needs Assessment. Consultant shall circulate the draft Needs Assessment to the Agency and NWOTA members prior to the meeting for comment. Consultant shall attend and participate in the meeting, prepare the meeting agenda, and distribute detailed meeting minutes afterward.

Consultant shall provide the draft Needs Assessment to the NWOTA members and Agency in written and graphic form. Consultant shall prepare a map using available aerial imagery for each stop location for use in field annotations. Consultant shall prepare a travel route and workplan to visit each stop within an efficient travel pattern. Agency will provide the Consultant with written comments on the Needs Assessment. Consultant shall incorporate the Agency's written comments and any oral comments received from the NWOTA members and the Agency at the Consultant – NWOTA member – Agency meeting into a final Needs Assessment within three weeks of receipt of the Agency's written comments.

Consultant shall conduct site visits at all 24 stops with Agency and NWOTA staff. Consultant shall be responsible for coordinating this effort and ensuring the opportunity for maximum participation among the active Project members of the Agency and NWOTA. Up to 4 Consultant staff shall participate in the site visits.

Consultant shall compile a list of data needs within one week of NTP. Agency and NWOTA staff will provide data requested within two weeks of receipt of the list. Consultant shall evaluate access improvements within up to a 1,000 foot radius of each stop.

Up to four Consultant staff shall conduct site visits at all 24 stops, assumed to occur over three days and requiring two overnight stays. Consultant shall prepare

**Deliverables/Schedule:** Consultant shall:

- Develop a draft Needs Assessment covering each stop in the Project area, including a field annotated aerial base map, site photos, survey base mapping, and identification of deficiencies for those items noted above, including visible environmental concerns, delivered within 2 months of NTP.
- Schedule and facilitate a meeting to discuss the draft Needs Assessment, with the meeting to be scheduled no later than two weeks after delivery of the draft Needs Assessment. Up to three Consultant staff will attend.
- Provide a draft and final meeting agenda; draft due 3 business days prior to meeting; final due at the meeting..
- Incorporate any oral Agency and NWOTA member comments and written Agency comments into the final Needs Assessment and distribute to the Agency and NWOTA Core Group, due no later than three weeks after receiving Agency's written comments.

## **Task 2.2 Transit Stop Concept Development**

Consultant shall develop prototypical designs for stop improvements based on the results of Task 2.1. The Consultant shall classify stops into up to four categories based on factors agreed on with the NWOTA and Agency. Potential typologies may include urban blockface, rural roadside, high ridership and medium/low ridership. Consultant shall initially develop two alternative prototypical designs with elements of consistency and context sensitivity for each category (8 options total) based on the results of the Needs Assessment in Task 2.1. The Consultant shall develop one 3D model (Google Sketchup or equivalent approved by the Agency) for each prototypical design to advance and communicate the design to staff and other funding partners and stakeholders. Consultant shall schedule and host a Design Workshop with NWOTA and Agency staff to review the alternative prototypical designs and select one design for each category (4 final options).

The Consultant shall apply the selected prototypical designs to each stop location (using CAD on readily-available aerials with GIS parcel information) and document the Consultant's effort in a Transit Concepts Report containing the conceptual improvements and delineating a construction footprint. This report must be the basis for environmental analysis completed as part of Task 3.

Consultant shall compile a list of any data needs within one week of NTP. Agency and NWOTA staff will assist in providing data requested within two weeks of receipt of the list. Consultant shall gather other data as needed. Consultant shall develop concepts in coordination with Agency and NWOTA staff, including the Design Workshop. Concepts must be developed based on available data, desk research, and the site visit. No survey basemapping will be completed to support this Task.

**Deliverables/Schedule:** Consultant shall:

- Develop two alternative designs for up to four prototypical stop categories within three months of NTP.

42

- Schedule and facilitate a Design Workshop to be held within four months of NTP to select one alternative prototypical design. Up to three Consultant staff shall attend the Design Workshop.
- Develop a draft Transit Concepts Report within two weeks of the Design Workshop.
- Develop a final Transit Concepts Report within three weeks of receipt of Agency and NWOTA comments.

### **TASK 3: Environmental Compliance**

#### **Task 3.1 Environmental Needs Scoping**

Consultant shall prepare an environmental needs scoping memorandum (the “Scoping Memorandum”) with a review of each stop to identify and describe site conditions, and determine applicable environmental regulations, laws, and standards that may affect design and construction during the development of Project design plans. This Scoping Memorandum must be based on the transit stops Needs Assessment and Transit Concepts Report outcomes from Task 2. This Scoping Memorandum must identify anticipated environmental impacts, mitigation measures; and permitting requirements. The Scoping Memorandum must consider and address future stops, stops without shelters, and infrastructure additions.

Consultant shall use readily available data and information, provided by Agency, to perform Services under this Task. Consultant shall not collect any new data or conduct field work to support this Task. Consultant shall use the ODOT Project Prospectus Part 3 Template as the basis for the Scoping Memorandum. Consultant shall develop qualitative discussion for resources included in the Prospectus based on desk research.

Consultant shall produce up to 3 GIS maps per stop to support this Task.

#### **Assumptions:** The following are assumed for this Task:

- No impacts will be quantified as part of this Task. This Task is intended to inform design decisions.
- No consultation with any outside agencies will occur as part of this Task.

Should the assumptions prove to be invalid, then Agency and Consultant may amend this SOW, if deemed necessary by APM.

Depending on the results of the Scoping Memorandum, the Agency may authorize additional contingency tasks for necessary Environmental Assessment related services.

#### **Deliverables/Schedule:** Consultant shall:

- Prepare a draft Scoping Memorandum describing, for each Project site, site conditions, environmental resources of concern, and any environmental compliance actions that are required, based on the design concepts developed in Task 2.2. The Consultant’s work on the draft Scoping Memorandum shall include the GIS maps for each stop. ; due within two months of delivery of the final Transit Concepts Report.
- Prepare a final Scoping Memorandum by incorporating Agency and NWOTA comments on the draft, due within three weeks of receipt of comments.

## **TASK 4: 30% Design Submittal**

Consultant shall prepare a 30% Design Submittal that includes design for up to 24 stops. For this milestone, the Consultant shall complete the translation of field survey data into site basemapping, establish the geometric boundaries of the Project, and provide confidence that the Project footprint will not change to allow the ROW, permitting, and environmental processes to proceed. The Transit Concepts Report from Task 2.2 will serve as the basis for the 30% design. Consultant shall incorporate the recommendations and directives of the environmental analysis conducted in Task 3 in order to maintain the anticipated Categorical Exclusion (“CE”) or Documented CE (“DCE”) class of action and federal review.

Agency and NWOTA will provide written (e-mail acceptable) acceptance of the 30% Design Submittal before Consultant shall proceed with subsequent tasks.

### **Task 4.1 Prepare 30% Design**

The level of detail in the 30% Design Submittal must be sufficient to develop cost estimates and an estimate of right-of-way acquisition.

Consultant shall prepare the 30% Design Submittal. This submittal must include design plans and a technical memorandum that addresses the following topics:

- Description of the purpose, need, and design solution for the Project;
- Summary of existing conditions, (i.e., Project location, utilities, and other design standards pertinent to the Project);
- Review and summary of Project design concepts;
- Outline of Project constraints, including but not limited to the following: topography, geology, hydrology, environmental constraints and requirements, permits, ROW, utilities, and cost;
- Anticipated environmental impacts and mitigation measures;
- Anticipated environmental permitting requirements;
- Erosion Control Best Management Practices (“BMPs”) required to mitigate Project impacts by approximate location and quantity. Consultant shall consider ecological, biological, and water resources and land use characteristics that may affect erosion control;
- Anticipated utility conflicts;
- Design criteria used for Project phases. For Project elements within ODOT jurisdiction, Consultant shall prepare an ODOT Design Criteria Document using the Agency-provided template.
- Proposed horizontal and vertical alignment of the Project;
- Typical cross-sections;
- Signage and striping requirements;
- Traffic signal modifications;
- Planting locations;
- Illumination recommendations;
- Anticipated ROW requirements. ROW must be clearly labeled on the Project plans and Project elements located outside of the existing ROW must be labeled;

- Local permit requirements;
- Preliminary Project cost estimate (Refer to Task 4.2).
- Schedule to construction bid letting.

After completion of the draft 30% Design Submittal, Consultant shall schedule, conduct, facilitate, and participate in an in-person meeting with Agency and NWOTA staff to review the 30% Design Submittal. The purpose of this meeting is to discuss the design proposals and alternatives, and to identify the feasibility of the proposals and alternatives. For budgeting purposes, up to three Consultant staff shall attend the meeting.

The Consultant shall distribute the draft 30% Design Submittal to the APM and NWOTA to provide comments. The APM and NWOTA will each submit a single electronic file to Consultant with comments on the 30% Design Submittal.

Consultant shall provide written response to address review comments received from the APM on the 30% Design Submittal, and incorporate Agency and NWOTA comments into the final 30% Design Submittal.

Consultant shall complete the office Services necessary to translate the field survey from Task 4.2 into basemapping in support of the design Services described above.

No traffic analysis will be performed as part of this Task.

**Deliverables/Schedule:** Consultant shall:

- Prepare a draft 30% Design Submittal, delivered electronically to APM; due 3 months after delivery of final Scoping Memorandum.
- Conduct an in-person meeting with the NWOTA and Agency to review the draft 30% Design Submittal within 2 weeks of delivery of the draft 30% Design Submittal. Up to three Consultant staff shall attend the meeting.
- Written responses to the APM and NWOTA staff review comments, due two weeks after receipt of comments.

**Task 4.2 Survey**

The purpose of this Task is for Consultant to perform field surveying to be incorporated into the 30% Design Submittal referenced in Task 4.1. Consultant shall conduct field survey Services for the Project, within the limitation set forth below, in support of Task 4.1. Agency will provide available LIDAR data for sites located on State facilities.

- **Consultant shall conduct field survey Services in accordance with the following requirements:** Survey Services in support of this task include full survey Services for up to 12 stop locations and ROW-boundary only survey Services for an additional four locations. It is assumed that 30% design for the remaining eight stops can be completed with aerial photography, LIDAR data, and prior field visits.
- 
- Limitations are as follows for stops, depending on context:
  - Rural two-lane highway with tangent section (No extenuating sight distance issues)
    - Typical limits of topography:

45



No boundary survey will be performed; surveyor will research ownership via tax assessor online resources if available. Additional research will be considered outside of this scope.

- Urban roadway frontage bus stop (No sight distance issues):
  - Typical limits of topography:

Centered on the existing stop, or if present the engineers field marks, the topographic survey will extend in both directions of travel 200 feet along the roadway and extend outside each right of way by 5 feet, unless made impractical due to terrain relief or fencing, in which case survey will end at limits of safe access or the fence line whichever is less.
  - Typical scope of boundary survey:
    - Centered on the existing stop, or if present the engineers field marks, the right-of-way survey will extend in both directions of travel 200 feet, both margins of the right-of-way will be resolved.
- Urban roadway frontage bus stop (Worst case scenario):
  - Typical limits of topography:
    - Centered on the existing stop, or if present the engineers field marks, the topographic survey will extend in both directions of travel 200 feet along the roadway and extend outside each right of way by 5 feet, unless made impractical due to terrain relief or fencing, in which case survey will end at limits of safe access or the fence line whichever is less.
    - Extending in both directions an additional 800 feet will be located along the roadway in the direction of travel, consisting of centerline stripe, edge of pavement, and all striping in between the centerline and edge of pavement.
  - Typical scope of boundary survey:
    - Centered on the existing stop, or if present the engineers field marks, the right-of-way survey will extend in both directions of travel 200 feet, both margins of the right-of-way will be resolved.
- Urban roadway frontage bus stop (Intersection):
  - Typical limits of topography:
    - Centered on the intersection of the existing stop, or the intersection specified by the engineer, the topographic survey will extend in both directions of travel 100 feet along the major roadway, for a total length of 200 feet of surveyed corridor, and extend outside each right of way by 5 feet, unless made impractical due to terrain relief or fencing; in which case survey will end at limits of safe access or the fence line whichever is less.
    - Centered on the intersection of the existing stop, or the intersection specified by the engineer, the topographic survey will extend in both directions of travel 50 feet along the minor roadway, for a total length of 100 feet of surveyed corridor, and extend outside each right of way by 5 feet, unless made impractical due to terrain relief or fencing; in which case survey will end at limits of safe access or the fence line; whichever is less.
  - Typical scope of boundary survey
    - Right of way margins will be resolved to the extents of the topographic survey limits.

**Deliverables/Schedule:** Consultant shall deliver final survey data and mapping under this Task 4.2 in support of Task 4.1 30% Design within three weeks of delivery of the final Scoping Memorandum.

### **Task 4.3 Prepare Cost Estimates**

Consultant shall prepare preliminary construction cost estimates for each transit stop identified in the Needs Assessment of the Project. The 30% Design cost estimate must be based on standard Agency bid items and current average unit cost data. The estimate must include 15% for construction engineering and 15% for construction contingencies.

**Deliverables/Schedule:** Consultant shall submit a construction cost estimate for each transit stop identified in the Needs Assessment with the 30% Design Submittal in Task 4.1.

### **Task 5 Project Summary Package; Review and Acceptance**

Consultant shall draft a document package that displays and summarizes all of the Project information (the "Project Summary Package"). This Project Summary Package must serve as the primary information piece for the board of NWOTA and the NWOTA member agencies in considering which Project sites to pursue for funding, final design and construction of any improvements.

The Consultant must develop the draft Project Summary Package in Microsoft Word format and the draft Project Summary Package must contain an overview of the Project, detailed information about NWOTA and a one-to-two page summary of the research conducted for each of the 24 Project transit stops. Consultant shall provide this Project summary package to the NWOTA and APM; the NWOTA and APM will review the draft Project Summary Package and provide comments to the Consultant. Consultant shall address and incorporate comments into the final form of the Project Summary Package.

**Deliverables/Schedule:** Consultant shall:

- Develop the draft Project Summary Package and deliver the draft to the APM and NWOTA no later than 2 months after providing responses to comments on the 30% Design Package.
- Develop the final Project Summary Package and provide the final form of the Project Summary Package to the APM and NWOTA in PDF and Microsoft Word format, along with three hard copies in booklet form, due three weeks after receipt of Agency and NWOTA comments on the Draft Project Summary Package.

### **Contingency Task C1 Environmental Assessment Services (See Section F)**

The Consultant shall coordinate with Agency, NWOTA, and FHWA staff as needed to determine the environmental class of action and, if required, any supporting NEPA-related documentation required to advance the stops through the environmental process. In support of this effort, Consultant shall schedule, facilitate, and participate in up to two one-hour phone conferences with NWOTA and Agency staff to discuss environmental scoping. Consultant shall also schedule, facilitate, and participate in up to two two-hour phone conferences with FHWA staff to discuss environmental scoping and review the scoping memorandum to confirm the federal environmental classification and procedural approach for the Project.



Consultant shall prepare summary notes at the conclusion of each phone conference described in this Task, and shall distribute these notes to the APM.

This Task will result in a determination of the required class of action and needed next steps to advance the Project through environmental documentation. As part of this determination, the Consultant will develop a work scope description and budget to support any additional environmental documentation that may be required, as determined through coordination with FHWA.

No additional environmental documentation beyond that created in Task 3 will be developed.

The Task 3 Scoping Memorandum will serve as the basis for determining the NEPA class of action with FHWA.

**Assumptions:**

That the federal environmental classification for the Project will be CE or DCE, depending on the extent and location of the proposed action and the FHWA CE and DCE Worksheet that will be used.

**Deliverables:** Consultant shall provide:

- Up to two one-hour calls with NWOTA and Agency staff to discuss environmental scoping; summary notes due as determined in the Contingency Task NTP.
- Up to two two-hour calls with FHWA staff to discuss environmental scoping and review the scoping memorandum to confirm the federal environmental classification and procedural approach; summary notes due as determined in the Contingency Task NTP
- Development of scope and budget to support additional environmental documentation as determined through coordination with FHWA; due as determined in the Contingency Task NTP.

**Contingency Task C2; Additional Survey (See Section F)**

The Consultant shall provide up to one week of additional field survey Services, which are specified in Task 4.2 and will be in support of Task 4.1, to support full survey Services for up to two additional stop locations.

**Deliverables:**

Survey data and mapping from one week of field survey Services, due as determined in the Contingency Task NTP.

**F. CONTINGENCY TASKS**

The table below is a summary of contingency tasks that Agency, at its discretion, may authorize Consultant to perform. Details of the contingency tasks and associated deliverables are stated in the Task section of the SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (e-mail acceptable) Contingency NTP issued by APM. If requested by Agency,

**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, September 21, 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, Treasurer  
Marty Holm, Vice Chair  
Jackie Edwards, Director  
Jim Huffman, Secretary

**TCTD Staff**

Doug Pilant, General Manager  
Cathy Bond, HR Specialist/Board Clerk

**Absent**

Merrienne Hoffman, Director  
Cara Mico, Director  
Ronny Fox, Transit Supervisor  
Tabatha Welch, Accounting Specialist

**Guest**

None.

4. Announcements and Changes to Agenda: None.
5. Public & Guest Comments: None.
6. Executive Session: None.

**REPORTS**

7. Information: General Managers Report:

- a. Financial Report: GM Doug Pilant reviewed the August 2017 financial reports. District is 16% through the Fiscal Year. GM Doug Pilant responded to a question regarding the Bryan Fitzsimmons, CPA contract. The contract is an engagement letter that explains services that will be provided and the firms hourly rate. The initial work was to assist staff to prepare and complete the annual audit. They also assisted in the preparation of the District's budget. GM

*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.*

Doug Pilant said that in addition to providing these services they provided both the GM and Accounting Specialist with training. They are continuing to assist with this year's audit and the plan is to have them assist with next year's budget development. GM Doug Pilant reported that next month there will be a significant expense in the operations facility expense line item due to repairing the bus wash equipment and upgrading the computer and software that operates the bus wash. GM Doug Pilant reported that last month's vehicle expenses were high due to a \$14k repair on Bus 300. Director Huffman asked about Item 12910 and 12919. GM Doug Pilant explained that they are legal expenses related to the GM employment agreement discussion and personnel matters. Director Hanenkrat asked about the status of the District's employee morale. GM Doug Pilant stated that overall, he believes it is good, although the downtown bridge construction has caused traffic congestion that has resulted in bus schedule delays that are stressful for town loop drivers. Also, over the past couple of months 3 fulltime drivers unexpectedly moved-out of the area while another driver retired due to health issues. These departures caused a driver shortage that resulted in drivers working a lot of additional days to cover those shifts. The District hired and trained 3 new drivers and now a new Shift Bid is being conducted that will go into effect on October 8, 2017. Having the shifts covered should bring more normalcy to the operations.

- b. Service Performance Report: YTD Ridership is -7.7% over the previous year. The YTD cost per trip was +9.4% while the cost per hour was -1.8%, and the fare box return was +4.3%. Director Huffman asked about advertising at TBCC to help with ridership. GM Doug Pilant stated that the District has an ongoing working relationship with Pat Ryan and TBCC's student government to market services. TBCC is promoting the Swiftly app to the students.
- c. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board.
- d. Planning & Development:
  - i. Cape Kiwanda Master Plan: GM Doug Pilant reported that Tillamook County is scheduled to select a consultant to prepare the Master Plan's Parking Management Plan. The District received a 30-day notice to remove the bus shelter in Pacific City and will result in no visible location for people to catch the bus. The Kiawanda Community Center expanded and had to increase the number of parking spaces which has resulted in making the Center's bus stop inaccessible when the parking lot is full. Director Hanenkrat asked if the County may have some right away property where the shelter can be relocated. GM Doug Pilant said that he and Director Hoffman both serve on the Cape Kiwanda Advisory Committee and might be able to find an opportunity through that planning process.
  - ii. Neskowin Bus Stop: The District's revised permit has been completed and the next step is to move the shelter.
  - iii. Cloverdale Bus Stop: A parking plan was handed out for the bus stop in Cloverdale. GM Doug Pilant reported that the Cloverdale Wayside project has been substantially changed. One of the major changes that is a cause for concern is moving the bus stop inside the parking lot. He will continue to work on this project to get the District's concerns

addressed. Director Huffman thinks the District should look at purchase options. Director Hanenkrat said he believes purchasing the property will require more commitment than the District wants to be responsible for at this time.

- iv. Coastal Connector Service: GM Doug Pilant reported the new Coastal Connector service plan has been completed. The new plan has a trip starting in Tillamook and ending in Salem. The new plan will also have 28 interline connections with Greyhound and the Amtrak trains and buses. The early morning trip from Tillamook will interline with both the NB and SB Greyhound buses. Next week the plan for additional service between Grand Ronde and Salem will be completed. These service plans are scheduled to start on January 2, 2018. Director Huffman asked if staff was comfortable with its ability to manage these services. GM Doug Pilant said the District is actively recruiting more drivers who live nearer to Grand Ronde and explained there are 4 drivers living in south County and Lincoln City who will be available to operate the services. The early AM trip will depart from Tillamook while the early AM trip from Lincoln City will go to Tillamook so that we can have more access to the bus.
- e. Grant Funding:
  - i. HB 2017 Transit Funding: The new employee payroll tax was signed into law. This will result in the District receiving approximately \$325K per year beginning January 2019. ODOT staff are currently preparing the Administrative Rules on how this funding program will be implemented. There will be a requirement for planning that expands service or makes transit more accessible by offering reduced fares. The service improvements in the District's Long-Range Transit Development Plan will meet most of the planning requirements.
- f. Facility/Property Management:
  - i. Tillamook Family Counseling Center is still interested in leasing the vacant office space. The Center's executive director was here earlier this week to tour the facility.
  - ii. The lighting project was approved and materials have been ordered. The project should get started within the next few weeks.
  - iii. Repair and Renovation Project: Progress continues. After the tiles were removed dry rot was discovered on the NE portion of the roof. The decision was made to fix it to keep the project moving forward. After the trusses were delivered it was discovered they were not engineered correctly. This caused a weeklong delay in getting the roof covered. Mold was discovered in air-handling equipment and it was discovered the unit and does not have heating coils. A preliminary cost analysis has been conducted it will cost an additional \$5,000 to purchase a new unit. There are 2 additional issues being reviewed; The fire alarm system may need to be upgraded throughout the facility and while the building's original plans show there is a shear wall along Cathy and Tabatha's office it was discovered it is not a shear wall. Research is being done to determine if the District will be required to make this wall a shear wall to pass the building inspection.

- g. Miscellaneous:
- i. ITS: GM Doug Pilant said the District terminated its services with Tillamook Computers and are now working with CS&S. Director Holm asked if there were concerns about working with this company. GM Doug Pilant said he discussed their work with the CoastCom business development manager who said they have developed a good working relationship with CS&S. Also, the directors of Marie Mills and CARE are happy with their services.
  - ii. Scheduling and Dispatching Software: GM Doug Pilant reported the on-site risk assessment meeting was completed and the risk report was received. One of the highest risks are that dispatchers and drivers may not be receptive of the changes that result from implementing the software. The District will be working on an outreach plan to inform the drivers, dispatchers and the public of upcoming changes. Director Huffman asked the District will do to handle situations when procedures are not followed. GM Doug Pilant answered that there will be training, coaching and potential progressive discipline as the last option. The project will hopefully go live in the first quarter of 2018.
  - iii. US 101/OR 6 Project: There are two handouts in the board packet that provides a status report. ODOT asked the District to assist with pedestrian access over the Hoquarton Slough until the sidewalks on the eastside of the project are completed. In addition to advertising the existing transit services the District is providing after hours pedestrian access. ODOT will reimburse the District for its expenses.
  - iv. Veterans' Day Services – Director Holm asked if TCTD was planning to provide veteran's free transit fare on Veteran's Day. Board Clerk Cathy Bond said the District is planning to provide free fare and said this program is in the TCTD Fare Ordinance.
  - v. Public Notices – Director Hanenkrat asked why the District is running a display ad meeting notice vs. line item meeting notice. He prefers a line item notice because of the perception of cost. Board Chair Riggs thought it was a good display ad and that appeared like an invitation to attend the meeting. GM Doug Pilant said he agreed with Board Chair Riggs because the display ad provides more transparency. Director Edwards said the display ad appears as good advertising. Director Holm said he didn't mind the ad said that if it becomes a problem the type of ad could be changed in the future. It was decided to continue running a display ad until further notice.

### **CONSENT CALENDAR**

8. Motion: Approval of Minutes of August 17, 2017 Board Meeting
9. Motion: Acceptance of Financial Report: August 2017

**Motion** by Director Holm to adopt the Consent Calendar. *Motion Seconded* 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, Huffman  
and Board Chair Judy Riggs.  
Directors Hoffman and Mico were absent.

**ACTION ITEMS**

10. None.

**DISCUSSION ITEMS**

11. Staff Comments/Concerns

GM Doug Pilant: None.

Transit Superintendent Ronny Fox: Absent.

Accounting Specialist Tabatha Welch: Absent.

HR Specialist/Board Clerk Cathy Bond: Talked to the Directors about new email accounts.

12. Board of Directors Comments/Concerns

Gary Hanenkrat – None.

Jim Huffman – Attended SDAO board meeting last week and shared his thoughts.

Merrienne Hoffman – Absent.

Judy Riggs – None.

Care Mico – Absent.

Marty Holm – None.

Jackie Edwards – Asked if there are any driver positions open? Yes, they can go to the website to get an application.

**UPCOMING EVENTS**

Adjournment: Board Chair Judy Riggs adjourned the meeting at 8:07pm.

**These minutes approved this 19<sup>th</sup> Day of October 2017.**

ATTEST:

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

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

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

**Authorizing the General Manager )  
to Enter into MOU with the )  
Confederated Tribes of Grand Ronde )  
Indians for Intercity Bus Service )**

**RESOLUTION NO. 17-27**

**WHEREAS**, the Tillamook County Transportation District (TCTD) operates intercity bus service between Lincoln City and Grand Ronde and between Lincoln City and Salem; and

**WHEREAS**, TCTD operates these routes in partnership with other local funding entities, including the Confederated Tribes of Grand Ronde Indians (CTGR); and

**WHEREAS**, TCTD and CTGR wish to enter into a MOU regarding the public transit needs of the parties and the funding strategy for the provision of transit services along the Coastal Connector Route 6, serving Hwy 18 – Salmon River Highway.

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2019, by which TCTD will provide transit services and CTGR will provide up to \$149,356 in matching funds for the services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 19<sup>th</sup> day of October 2017.

ATTEST:

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

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

# Memorandum of Understanding

between  
Tillamook County Transportation District and  
the Confederated Tribes of Grand Ronde

regarding the  
the Coastal Connector Project

<b>INTRODUCTION.....</b>	<b>2</b>
<b>PURPOSE.....</b>	<b>2</b>
<b>METHODS OF COOPERATION .....</b>	<b>2</b>
<b>TERM.....</b>	<b>2</b>
<b>RIGHTS, ROLES, AND RESPONSIBILITIES .....</b>	<b>2</b>
<b>GENERAL TERMS.....</b>	<b>5</b>
<b>EXHIBIT A: PROJECT DESCRIPTION.....</b>	<b>9</b>
INTERCITY BUS SERVICE:	9
MARKETING:	9
PLANNING:	9
PASSENGER AMENITIES:	9
<b>EXHIBIT B: PRELIMINARY EXPRESS ROUTE SERVICE SCHEDULE SALMON RIVER CONNECTOR .....</b>	<b>10</b>
<b>EXHIBIT C: FUNDING SOURCES AND MATCHING FUNDS.....</b>	<b>11</b>
<b>EXHIBIT D: FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS .....</b>	<b>12</b>
01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT	12
02. LOBBYING	21
18. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS AND “TRIBAL TRANSIT” PROGRAMS	23



**1. Introduction**

The Tillamook County Transportation District (hereafter “TCTD”) and the Confederated Tribes of Grand Ronde (hereafter “CTGR”), through the leadership of the Tribal Council are entering into a collaborative transit project also involving the Confederated Tribes of Siletz Indians (hereafter “CTSI”), through the leadership of the Tribal Council, and Lincoln County Transportation Service District (“LCTSD”). (CTGR, CTSI and LCTSD are collectively referred to as the “Local Funding Entities.”) The transit project will provide additional public transit services to CTGR members, CTSI members, and the general public in Marion County, Polk County, Yamhill County and Lincoln County utilizing Federal 5311(f) Program funds (“5311(f) Funds”) awarded to TCTD by the Oregon Department of Transportation (“ODOT”). (TCTD and CTGR are collectively referred to as the “Parties.”)

**2. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing public transit needs not currently being adequately met in Marion, Polk, and Lincoln Counties. Moreover, it will set forth the roles and responsibilities of TCTD as the recipient of 5311(f) Funds and provider of the specific services anticipated by the grant, and CTGR as a provider of local matching funds. Hereafter referred to as the “Project,” the parties intend to use the funds to expand public transit services between Marion, Polk, and Lincoln Counties by adding a new express bus route between Grand Ronde and Lincoln City, and by adding weekend express bus service between Grand Ronde and Salem (hereafter the “Services”), a corridor heavily travelled by CTGR members. The Project is commonly referred to as the Coastal Connector Project.

**3. Methods of Cooperation**

Each Party to this MOU is a separate entity responsible for establishing its own policies and procedures, except where specifically discussed in this MOU.

**4. Term**

The term of this MOU will run through June 30, 2019. The term may be extended by mutual agreement of the Parties, which must be executed in writing at least 90 days prior to the expiration of the current term.

**5. Rights, Roles, and Responsibilities**

**A. Tillamook County Transit District (TCTD)**

- 1) As a federal funding recipient, TCTD is responsible for carrying out the project described in ODOT Agreement No. 31972 (the “Project”). The Project is described in detail in Exhibit A to this MOU.

- 2) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
- 3) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD's policies and procedures.
- 4) TCTD will provide periodic financial reports on the Services at intervals as required by funding agencies.
- 5) TCTD will develop periodic operational reports on the Services that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
- 6) TCTD will provide any additional reports to funding agencies as required by those agencies.
- 7) TCTD will ensure compliance with all applicable federal laws and regulations, and that all federal directives affecting Project implementation are followed. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
- 8) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Currently the funding consists of a federal 5311(f) program grant in the amount of \$260,034 administered by the Oregon Department of Transportation and memorialized in ODOT Agreement No. 31972. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.
- 9) TCTD will monitor program income, defined as income generated from passengers on the Project route, and agrees that such income shall be used as a source of revenue to extend the period over which TCTD will provide the Services for a proportional period of time.

- 10) In carrying out the Services, TCTD will act in accordance with the applicable standards described in the certifications and assurances attached as Exhibit D to this MOU. TCTD will comply with applicable federal laws and regulations, including those listed at Exhibit D. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.

**B. Confederated Tribes of Grand Ronde (CTGR)**

- 1) The Local Funding Entities have pledged a total of \$222,340 in local matching funds.
- 2) The local cash match for the intercity bus service operations and preventative maintenance is \$204,034, and shall be provided jointly by CTSI (\$163,327) and CTGR (\$50,707).
- 3) CTGR's share of the local matching funds for the Project will be provided by CTGR on a quarterly basis, following receipt of an invoice for services provided.
- 4) CTGR will cooperate fully and timely with TCTD in all aspects of the Project, including the production of any reports or records required in the administration of the 5311(f) Funds.
- 5) CTGR agrees to obtain all necessary authorization or approvals to provide a location at the Grand Ronde Community Center property and at the Spirit Mountain Casino property for a bus stop and signage as necessary to effectively provide the Services. This may include the use of existing transit facilities and signage.
- 6) In recognition of the contributions by CTGR to the Project, CTGR members may use the Coastal Connector transit service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a tribal member.

**6. General Terms**

- A. **Termination.** This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the Project, it may do so upon 90 days' written notice to the other Party.
- B. **No Third Party Beneficiaries.** TCTD and CTGR are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to CTSI, LCTSD, or other third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the MOU.

- C. **Indemnification.** To the fullest extent allowed by law, each Party releases and shall indemnify, hold harmless and defend the other Party, its elected officials, officers, employees, and agents from and against any and all costs, including costs of defense, claims, liability, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with any error, omission, or act of negligence by the Party, its elected or appointed officials, officers, agents, or employees in the performance of its responsibilities under this MOU. Each Party agrees to promptly notify the other Party of the filing of any claim which the notifying Party believes is covered by the indemnity recited in this Section and shall not settle such claim without prior consent of the other Party, which consent shall not be unreasonably withheld. The indemnified Party shall have the right to participate in the defense of said claim to the extent of its own interest. Appropriate personnel of the indemnified Party shall cooperate and participate in legal proceedings if requested by the indemnifying Party, and/or required by a court of competent jurisdiction.
- D. **Dispute Resolution:** The undersigned representatives of each Party hereby affirm that they have entered into this MOU in good faith. Each Party agrees that it will discharge its obligations under this MOU in good faith. The Parties agree that they will work together and will endeavor to accomplish the purposes and goals of this MOU in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this MOU, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute.
- E. **Notices.** When written notice is required under this MOU, it shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to the other Party at the address or number set forth below. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication by email shall be deemed to be given when the recipient of the email personally acknowledges receipt of the email. Any notice mailed shall be deemed to be received three days after the date it is deposited in the U.S. Mail.

**TCTD:**

c/o Doug Pilant, Manager  
3600 Third St Ste A  
Tillamook OR 97141  
Fax: (503) 815-8005  
Email: dpilant@tillamookbus.com

**CTGR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- F. Limitations.** Except as otherwise expressly identified in this MOU, no Party may act on the other's behalf or obligate the other Party in contract, debt or otherwise. The Parties are and shall remain separate entities, and no partnership, joint venture, or agency relationship is created by this MOU.
- G. Severability.** If any term or provision of this MOU is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MOU did not contain the particular term or provision held to be invalid.
- H. Integration and Waiver.** This MOU, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this MOU. The delay or failure of either Party to enforce any provision of this MOU shall not constitute a waiver by that Party of that or any other provision. Each Party, by the signature below of its authorized representative, hereby acknowledges that it has read this MOU, understands it, and agrees to be bound by its terms and conditions.
- I. Counterparts.** This MOU may be executed in counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.
- J. Effective Date.** This MOU shall become effective on the date when this MOU is fully executed and approved as required by applicable law.

[CONTINUED ON NEXT PAGE]

61

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS MEMORANDUM OF UNDERSTANDING.

**TILLAMOOK COUNTY  
TRANSPORTATION DISTRICT**

**CONFEDERATED TRIBES OF GRAND  
RONDE**

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

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

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

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

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

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

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

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



## EXHIBIT A

### PROJECT DESCRIPTION

#### **INTERCITY BUS SERVICE:**

TCTD will operate intercity service between Lincoln City and the Greyhound/Amtrak terminal in Salem. The bus service will consist of up three (3) daily round trips seven (7) days per week except for the following holidays: New Years, Memorial, Independence, Labor, Thanksgiving, and Christmas.

#### **MARKETING:**

TCTD and the Local Funding Entities will market the bus service, with the goal of increasing awareness and ridership of the bus service. TCTD and the Local Funding Entities may join with other regional transit agencies in a mutual benefit marketing effort.

#### **PLANNING:**

In partnership with other regional transit agencies, TCTD will continue ongoing planning to improve transit services to maximize opportunities to make connections with other intercity bus providers in Lincoln City, Grand Ronde, and Salem.

As feasible, depending on the terminus of the service in Salem, the TCTD will enter into interline agreement(s) with Amtrak and/or Greyhound/NBTA. The interline agreement(s) will allow passengers ticketed through Amtrak or Greyhound/NBTA systems to ride on the service supported by this grant. Interlining agreements will increase the visibility and usability of the service.

#### **PASSENGER AMENITIES:**

TCTD and the Local Funding Entities will collaborate with ODOT to invest in mutually agreed on passenger amenities to serve passengers of the intercity bus service.

**EXHIBIT B**

**ROUTE 6 SERVICE SCHEDULE  
COASTAL CONNECTOR**

To Salem								To Lincoln City							
Chinook Winds (Lincoln City)	Rose Lodge	Grand Ronde (Community Center)	Spirit Mountain	Rickreal Park & Ride	Edgewater - Salem	Cherriots	Salem Greyhound/Amtrak	Salem Greyhound/Amtrak	Cherriots	Edgewater - Salem	Rickreal Park & Ride	Spirit Mountain	Grand Ronde (Community Center)	Rose Lodge	Chinook Winds (Lincoln City)
6:10	6:23	6:44	6:50	-	-	7:25	7:35	8:35	8:45	-	-	9:20	9:26	9:47	10:00
12:20	12:33	12:54	1:00	-	-	1:35	1:40	2:40	2:45	-	-	3:30	3:36	3:57	4:10
5:10	5:23	5:44	5:50	6:20	6:32	6:40	6:50	7:10	7:20	-	-	7:55	8:01	8:22	8:35

64



**EXHIBIT C**

**GRANT FUNDING SOURCES AND CASH MATCHING FUNDS**

**ODOT Section 5311(f) Funds from ODOT to TCTD:**

Section 5311(f) resources will be used to partially fund three (3) intercity service trips per day between Lincoln City (Chinook Winds Casino) and Grand Ronde (Spirit Mountain Casino). These resources will also be used towards extending services between the Cherriots Transit Mall and the Amtrak/Greyhound terminal. A summary of the Coastal Connector resources and local match requirements are listed in Table 1.

**Table 1  
Project Resources and Requirements**

	Project Total	Grant Amount	Local Match Requirements
Transit Operations	\$408,680	\$204,340	\$204,340
Preventative Maintenance	\$70,000	\$56,000	\$14,000
Total Grant	\$478,680	\$260,340	\$218,340

**Local Funding Entities Cash Match Cost Share:**

Table 2 provides a summary of local resources that CTSI and CTGR will provide as local resources to fund the Section 5311(f) local matching funds requirement for intercity transit service operations and vehicle preventative maintenance.

**Table 2  
Project Cash Match and Cost Share**

	Operations	Prevent. Maint.	Total Match
CTGR	\$40,868	\$2,000	\$42,868
CTSI	\$163,472	\$8,000	\$171,472
Total	\$204,340	\$10,000	\$214,340

**Grand Ronde to Salem Funding:**

CTRG will also provide \$106,488 in resources to fund an additional 887.4 revenue service hour on weekdays. Effective January 2, 2018, CTGR will provide up to \$106,488 in resources to extend the Coastal Connector from the Grand Ronde Community Center to the Amtrak and Greyhound terminal in Salem on weekdays. These resources will also be used for the last Coastal Connector trip to stop at the Rickreall Park and Ride and Edgewater bus stop in West Salem.

## EXHIBIT D

### FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

#### GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

##### A. Assurance of Authority of the Applicant and Its Representative.

On behalf of your Applicant, you certify that both you and your Applicant's attorney who sign these Certifications, Assurances, and Agreements affirm that both your Applicant and you, as its authorized representative, may undertake the following activities on behalf of your Applicant, in compliance with applicable State, local, or Indian tribal laws and regulations, and your Applicant's by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

##### B. Standard Assurances.

On behalf of your Applicant, you assure that your Applicant understands and agrees to the following:

1. Your Applicant will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. Your Applicant is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the Grant Agreement or Cooperative Agreement,
3. Your Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect Project implementation,
4. Your Applicant understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting your Applicant or its Project,
5. Your Applicant agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, unless FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, your Applicant agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
  - a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year will apply to:
    - (1) New grants and cooperative agreements, and
    - (2) New amendments to grants and cooperative agreements that:
      - (a) Have been awarded Federal funds made available or appropriated for FY 2012 or the previous fiscal year, or

- (b) May be awarded Federal funds appropriated for FY 2012 or the previous fiscal year, but
- b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds made available or appropriated for FY 2012 or a previous fiscal year, and
- c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
  - (1) Metropolitan and Statewide Planning,
  - (2) Environmental Review Process,
  - (3) Agency Safety Plans,
  - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
  - (5) Costs Incurred by Providers of Public Transportation by Vanpool,
  - (6) Revenue Bonds as Local Match,
  - (7) Debt Service Reserve,
  - (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
  - (9) Private Sector Participation,
  - (10) Bus Testing,
  - (11) Buy America,
  - (12) Corridor Preservation,
  - (13) Rail Car Procurements,
  - (14) Veterans Preference/Employment,
  - (15) Alcohol and Controlled Substance Testing, and
  - (16) Other provisions as FTA may determine.

*(See the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012.)*

**C. Intergovernmental Review Assurance.**

*(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available or appropriated for FTA's Public Transportation on Indian Reservations Program authorized by 49 U.S.C. 5311(c)(1), as amended by MAP-21 or to FTA's Tribal Transit Program authorized by former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)*

To facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, as required by those regulations.

**D. Nondiscrimination Assurance.**

On behalf of your Applicant, you assure that:

- 1. Your Applicant will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in

- any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:
- a. Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
  - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. Your Applicant will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
  3. As required by 49 CFR 21.7:
    - a. Your Applicant will comply with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      - (1) It conducts each Project,
      - (2) It undertakes property acquisitions, and
      - (3) It operates its Project facilities, including:
        - (a) Its entire facilities, and
        - (b) Its facilities operated in connection with its Project,
    - b. This assurance applies to your Applicant's entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
    - c. Your Applicant will promptly take the necessary actions to carry out this assurance, including:
      - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
    - d. If your Applicant transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
      - (1) While the property is used for the purpose that the Federal funding is extended, and
      - (2) While the property is used for another purpose involving the provision of similar services or benefits,
    - e. The United States has a right to seek judicial enforcement of any matter arising under:
      - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      - (2) U.S. DOT regulations, 49 CFR part 21, and
      - (3) This assurance,
    - f. Your Applicant will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:
      - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      - (2) U.S. DOT regulations, 49 CFR part 21, and
      - (3) Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,

- g. Your Applicant will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
- h. Your Applicant will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including:
  - (1) Any Subrecipient,
  - (2) Any Transferee,
  - (3) Any Third Party Contractor or Subcontractor at any tier,
  - (4) Any Successor in Interest,
  - (5) Any Lessee, or
  - (6) Any other Third Party Participant in its Project,
- i. Your Applicant will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
  - (1) Each subagreement,
  - (2) Each property transfer agreement,
  - (3) Each third party contract or subcontract at any tier,
  - (4) Each lease, or
  - (5) Each participation agreement, and
- j. The assurances you have made on behalf of your Applicant will remain in effect as long as:
  - (1) Federal funding is extended to your Applicant's Project,
  - (2) Your Applicant's Project property is used for a purpose for which the Federal funding is extended,
  - (3) Your Applicant's Project property is used for a purpose involving the provision of similar services or benefits, or
  - (4) Your Applicant retains ownership or possession of its Project property, and
- 4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, your assure that:
  - a. Your Applicant will comply with the following prohibitions against discrimination on the basis of disability, which are a condition of approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in or obtain any benefit from any FTA administered program, and
  - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

## E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. Your Applicant will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of your knowledge and belief, and your Applicant’s knowledge and belief, that your Applicant’s Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Your Applicant’s management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. Your Applicant is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 1.b of this Certification,
  - d. Your Applicant has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, your Applicant receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, your Applicant will promptly provide that information to FTA,
  - f. Your Applicant will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - (1) Equals or exceeds \$25,000,
    - (2) Is for audit services, or
    - (3) Requires the consent of a Federal official, and
  - g. Your Applicant will require that each covered lower tier contractor and subcontractor:
    - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - (a) Debarred from participation in your Applicant’s federally funded Project,
      - (b) Suspended from participation in your Applicant’s federally funded Project,

- (c) Proposed for debarment from participation in your Applicant's federally funded Project,
  - (d) Declared ineligible to participate in your Applicant's federally funded Project,
  - (e) Voluntarily excluded from participation in your Applicant's federally funded Project, or
  - (f) Disqualified from participation in your Applicant's federally funded Project, and
3. Your Applicant will provide a written explanation as indicated on its Signature Page or a page attached in FTA's TEAM-Web if it or any of its principals, including any of its first tier Subrecipients or any of its Third Party Participants at a lower tier, is unable to certify compliance with to the preceding statements in this Certification 01.E.

**F. U.S. OMB Assurances in SF-424B and SF-424D.**

*The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For every project described in any application your Applicant submits, your Applicant has adequate resources to properly plan, manage, and complete its Project, including:
    - (1) The legal authority to apply for Federal funding,
    - (2) The institutional capability,
    - (3) The managerial capability, and
    - (4) The financial capability (including funds sufficient to pay the non-Federal share of Project cost),
  - b. Your Applicant will give limited access and the right to examine Project-related materials, including, but not limited to:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) If appropriate, the State, through any authorized representative,
  - c. Your Applicant will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
  - d. Your Applicant will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest, or personal gain, or
    - (2) The appearance of a personal or organizational conflict of interest or personal gain.
2. *Project Specifics.* On behalf of your Applicant, you assure that:
  - a. Following receipt of an FTA award, your Applicant will begin and complete Project work within the time periods that apply,
  - b. For FTA funded construction Projects:
    - (1) Your Applicant will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
    - (2) Your Applicant will, to the extent practicable, provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
    - (3) Your Applicant will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,

- (4) To the extent FTA requires, your Applicant will record the Federal interest in the title to FTA funded real property or interests in real property, and
  - (5) To the extent practicable, absent permission and instructions from FTA, your Applicant will not alter the site of the FTA funded construction Project or facilities by:
    - (a) Disposing of the underlying real property or other interest in the site and facilities,
    - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
    - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
  - c. Your Applicant will furnish progress reports and other information as FTA or the State may require.
3. Statutory and Regulatory requirements. On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
    - (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
    - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
    - (9) The confidentiality requirements for the records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
    - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
  - b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and the MAP-21 amendment to 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, your Applicant



will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and:

- (1) Your Applicant has the necessary legal authority under State and local laws and regulations to comply with:
  - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
  - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
- (2) Your Applicant has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations, because:
  - (a) Your Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
  - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, your Applicant will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded Project, of:
    - 1 Families and individuals, and
    - 2 Partnerships, corporations, or associations,
  - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, your Applicant will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
    - 1 Families and individuals, and
    - 2 Partnerships, corporations, or associations,
  - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, your Applicant will make available comparable replacement dwellings to families and individuals,
  - (e) Your Applicant will:
    - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
  - (f) Your Applicant will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652 to the greatest extent practicable under State law,
  - (g) Your Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,
  - (h) Your Applicant will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding,
  - (i) Your Applicant will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
  - (j) Your Applicant will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and
  - (k) Your Applicant will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

- c. To the extent practicable, your Applicant will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. Your Applicant will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. Your Applicant will, to the extent practicable, comply with the labor standards and protections for federally funded Projects of:
  - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. Your Applicant will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:
  - (1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
  - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
  - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
  - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
  - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
  - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
  - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project as required by 49 U.S.C. 303(b) and 303(c),
  - (10) Complying with the protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
  - (11) Complying with and facilitating compliance with:
    - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

- (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
  - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent practicable, complying with the following Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4,
- h. To the extent practicable, obtaining a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,
- i. To the extent practicable, complying with, and assuring its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
  - (1) Participating in the Federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
- j. To the extent practicable, complying with:
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. 5323(l)(2), as amended by MAP-21, and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding made available or authorized for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- k. Performing the financial and compliance audits as required by the:
  - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
  - (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and
  - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and
- l. To the extent practicable, complying with all the provisions of all other Federal laws or regulations that apply, and follow Federal guidance governing your Applicant and its Project, except to the extent that FTA has expressly approved otherwise in writing.

**GROUP 02. LOBBYING.**

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR 20.110:
  - a. The lobbying restrictions of this Certification apply to your Applicant’s requests:
    - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and

- (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
  - b. Your Certification on behalf of your Applicant applies to the lobbying activities of:
    - (1) Your Applicant,
    - (2) Your Applicant's Principals, and
    - (3) Your Applicant's Subrecipients at the first tier,
2. To the best of your knowledge and belief:
  - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
  - b. Your Applicant will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
  - c. Your Applicant will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
    - (1) Subcontracts,
    - (2) Subgrants,
    - (3) Subagreements, and
    - (4) Third party contracts under a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
3. Your Applicant understands that:
  - a. This Certification is a material representation of fact that the Federal government relies on, and
  - b. Your Applicant must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
4. Your Applicant also understands that any person who does not file a required Certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**GROUP 18. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS  
AND “TRIBAL TRANSIT” PROGRAMS.**

**A. Public Transportation on Indian Reservations Program.**

FTA has established terms and conditions for direct Public Transportation on Indian Reservations Program grants financed with funding made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21. On behalf of your Applicant, you certify and assure that:

1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
  - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
  - b. Carry out each Project, including the:
    - (1) Safety aspects of its proposed Projects, and
    - (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant’s Project equipment and facilities will be adequately maintained,
4. Your Applicant’s Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. Your Applicant will:
  - a. Have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18, specifically 49 CFR 18.36, or
  - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
  - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Group 05.B (Bus Testing),
  - c. Group 06 (Demand Responsive Service),
  - d. Group 07 (Intelligent Transportation Systems), and
  - e. Group 10 (Alcohol and Controlled Substances Testing).

**B. “Tribal Transit” Program.**

FTA has established terms and conditions for direct “Tribal Transit” Program grants financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year, except as superseded as MAP-21 cross-cutting requirements that apply instead. On behalf of your Applicant you certify that:

1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
  - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
  - b. Carry out each Project, including the:
    - (1) Safety aspects of its proposed Projects, and
    - (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant’s Project equipment and facilities will be adequately maintained,
4. Your Applicant’s Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,

5. Your Applicant will:
  - a. Have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18, specifically 49 CFR 18.36, or
  - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
  - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Group 05.B (Bus Testing),
  - c. Group 06 (Demand Responsive Service),
  - d. Group 07 (Intelligent Transportation Systems), and
  - e. Group 10 (Alcohol and Controlled Substances Testing).

BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager )  
to Enter into MOU with the )  
Confederated Tribes of Grand Ronde )  
Indians for Intercity Bus Service )

RESOLUTION NO. 17-28

**WHEREAS**, the Tillamook County Transportation District (TCTD) operates intercity bus service between Lincoln City and Grand Ronde and between Lincoln City and Salem; and

**WHEREAS**, TCTD operates these routes in partnership with other local funding entities, including the Confederated Tribes of Grand Ronde Indians (CTGR); and

**WHEREAS**, TCTD and CTGR wish to enter into a MOU regarding the public transit needs of the parties and the funding strategy for the provision commuter transit services along the Coastal Connector Route 7, serving Highway 22 between Grand Ronde and Salem.

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2019, by which TCTD will provide transit services and CTGR will provide up to \$176,880 for the Route 7 services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 19<sup>th</sup> day of October 2017.

ATTEST:

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

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

# Memorandum of Understanding

between  
Tillamook County Transportation District and  
the Confederated Tribes of Grand Ronde

regarding the  
the Coastal Connector Project

INTRODUCTION.....	2
PURPOSE.....	2
METHODS OF COOPERATION .....	2
TERM.....	2
RIGHTS, ROLES, AND RESPONSIBILITIES .....	2
GENERAL TERMS.....	5
EXHIBIT A: PROJECT DESCRIPTION.....	9
INTERCITY BUS SERVICE:	9
MARKETING:	9
PLANNING:	9
PASSENGER AMENITIES:	9
EXHIBIT B: ROUTE 7 COASTAL CONNECTOR SERVICE .....	10
EXHIBIT C: FUNDING SOURCES.....	11
EXHIBIT D: FEDERAL FISCAL YEAR 2017 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS .....	12
01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT	12
02. LOBBYING	21
18. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS AND “TRIBAL TRANSIT” PROGRAMS	23



**1. Introduction**

The Tillamook County Transportation District (hereafter “TCTD”) and the Confederated Tribes of Grand Ronde (hereafter “CTGR”), through the leadership of the Tribal Council are entering into a collaborative transit project also involving the Confederated Tribes of Siletz Indians (hereafter “CTSI”), through the leadership of the Tribal Council, and Lincoln County Transportation Service District (“LCTSD”). (CTGR, CTSI and LCTSD are collectively referred to as the “Local Funding Entities.”) The transit project will provide additional public transit services to CTGR members, CTSI members, and the general public in Marion County, Polk County, Yamhill County and Lincoln County). (TCTD and CTGR are collectively referred to as the “Parties.”)

**2. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing public transit needs not currently being adequately met in Tillamook, Lincoln, Yamhill, Polk, and Marion counties. Moreover, it will set forth the roles and responsibilities of TCTD as the provider of the specific services anticipated by the grant, and CTGR as a provider of local resources. Hereafter referred to as the “Project,” the parties intend to use the funds to provide public transit services between Yamhill, Marion and, Polk counties by providing express bus route between Grand Ronde and Salem (hereafter the “Services”), a corridor heavily travelled by CTGR members. The Project is commonly referred to as the Coastal Connector Project.

**3. Methods of Cooperation**

Each Party to this MOU is a separate entity responsible for establishing its own policies and procedures, except where specifically discussed in this MOU.

**4. Term**

The term of this MOU will run through June 30, 2019. The term may be extended by mutual agreement of the Parties, which must be executed in writing at least 90 days prior to the expiration of the current term.

**5. Rights, Roles, and Responsibilities**

**A. Tillamook County Transit District (TCTD)**

- 1) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
- 2) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate

and maintain its vehicles in accordance with TCTD's policies and procedures.

- 3) TCTD will provide periodic financial reports on the Services at intervals as required by funding agencies.
- 4) TCTD will develop periodic operational reports on the Services that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
- 5) TCTD will provide any additional reports to funding agencies as required by those agencies.
- 6) TCTD will ensure compliance with all applicable federal laws and regulations, and that all federal directives affecting Project implementation are followed. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
- 7) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.
- 8) TCTD will monitor program income, defined as income generated from passengers on the Project route, and agrees that such income shall be used as a source of revenue to extend the period over which TCTD will provide the Services for a proportional period of time.
- 9) In carrying out the Services, TCTD will act in accordance with the applicable standards described in the certifications and assurances attached as Exhibit D to this MOU. TCTD will comply with applicable federal laws and regulations, including those listed at Exhibit D. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.

**B. Confederated Tribes of Grand Ronde (CTGR)**

- 1) CTRG pledges to pay up to \$265,320.
- 2) CTGR will be invoiced by TCTD monthly for services provided.

- 3) CTGR agrees to obtain all necessary authorization or approvals to provide a location to park-out buses, provide bus stop signage as necessary to effectively provide the Services. This may include the use of existing transit facilities and signage.
- 4) In recognition of the contributions by CTGR to the Project, CTGR members may use the Coastal Connector transit service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a tribal member.

## 6. General Terms

- A. **Termination.** This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the Project, it may do so upon 90 days' written notice to the other Party.
- B. **No Third Party Beneficiaries.** TCTD and CTGR are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to CTSI or other third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the MOU.
- C. **Indemnification.** To the fullest extent allowed by law, each Party releases and shall indemnify, hold harmless and defend the other Party, its elected officials, officers, employees, and agents from and against any and all costs, including costs of defense, claims, liability, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with any error, omission, or act of negligence by the Party, its elected or appointed officials, officers, agents, or employees in the performance of its responsibilities under this MOU. Each Party agrees to promptly notify the other Party of the filing of any claim which the notifying Party believes is covered by the indemnity recited in this Section and shall not settle such claim without prior consent of the other Party, which consent shall not be unreasonably withheld. The indemnified Party shall have the right to participate in the defense of said claim to the extent of its own interest. Appropriate personnel of the indemnified Party shall cooperate and participate in legal proceedings if requested by the indemnifying Party, and/or required by a court of competent jurisdiction.
- D. **Dispute Resolution:** The undersigned representatives of each Party hereby affirm that they have entered into this MOU in good faith. Each Party agrees that it will discharge its obligations under this MOU in good faith. The Parties agree that they will work together and will endeavor to accomplish the purposes and goals of this MOU in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this MOU, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning

with the designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute.

- E. Notices.** When written notice is required under this MOU, it shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to the other Party at the address or number set forth below. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication by email shall be deemed to be given when the recipient of the email personally acknowledges receipt of the email. Any notice mailed shall be deemed to be received three days after the date it is deposited in the U.S. Mail.

**TCTD:**

c/o Doug Pilant, Manager  
3600 Third St Ste A  
Tillamook OR 97141  
Fax: (503) 815-8005  
Email: dpilant@tillamookbus.com

**CTGR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

- F. Limitations.** Except as otherwise expressly identified in this MOU, no Party may act on the other's behalf or obligate the other Party in contract, debt or otherwise. The Parties are and shall remain separate entities, and no partnership, joint venture, or agency relationship is created by this MOU.
- G. Severability.** If any term or provision of this MOU is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this MOU did not contain the particular term or provision held to be invalid.
- H. Integration and Waiver.** This MOU, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no

understandings, agreements, or representations, oral or written, not specified herein regarding this MOU. The delay or failure of either Party to enforce any provision of this MOU shall not constitute a waiver by that Party of that or any other provision. Each Party, by the signature below of its authorized representative, hereby acknowledges that it has read this MOU, understands it, and agrees to be bound by its terms and conditions.

- I. Counterparts.** This MOU may be executed in counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.
- J. Effective Date.** This MOU shall become effective on the date when this MOU is fully executed and approved as required by applicable law.

[CONTINUED ON NEXT PAGE]

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS MEMORANDUM OF UNDERSTANDING.

**TILLAMOOK COUNTY  
TRANSPORTATION DISTRICT**

**CONFEDERATED TRIBES OF GRAND  
RONDE**

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

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

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

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

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

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

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

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

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

#### **INTERCITY BUS SERVICE:**

TCTD will operate commuter service between Grand Ronde and the Cherriots Transit Mall in Salem. The bus service will consist of up four (4) daily round trips five (5) days per week except for the following holidays: New Years, Memorial, Independence, Labor, Thanksgiving, and Christmas.

#### **MARKETING:**

TCTD and the Local Funding Entities will market the bus service, with the goal of increasing awareness and ridership of the bus service. TCTD and the Local Funding Entities may join with other regional transit agencies in a mutual benefit marketing effort.

#### **PLANNING:**

In partnership with other regional transit agencies, TCTD will continue ongoing planning to improve transit services to maximize opportunities to make connections with other bus providers in Lincoln City, Grand Ronde, and Salem.

#### **PASSENGER AMENITIES:**

TCTD and the CTRG will collaborate with ODOT to invest in mutually agreed on passenger amenities to serve passengers of the commuter bus service.

**EXHIBIT B**

**ROUTE 7 SERVICE SCHEDULE  
GRAND RONDE-SALEM COMMUTER**

To Salem							
Chinook Winds (Lincoln City)	Rose Lodge	Grand Ronde (Community Center)	Spirit Mountain	Rickreal Park & Ride	Edgewater - Salem	Cherriots	Salem Greyhound/Amtrak
-	-	5:50	5:55	6:25	6:37	6:45	-
-	-	12:00	12:05	12:35	12:47	12:55	-
-	-	2:30	2:35	3:05	3:17	3:25	-
-	-	5:15	5:20	5:50	6:02	6:10	-

To Lincoln City							
Salem Greyhound/Amtrak	Cherriots	Edgewater - Salem	Rickreal Park & Ride	Spirit Mountain	Grand Ronde (Community Center)	Rose Lodge	Chinook Winds (Lincoln City)
-	7:00	7:03	7:20	7:50	7:55	-	-
-	1:30	1:33	1:50	2:20	2:25	-	-
-	4:15	4:18	4:35	5:05	5:10	-	-
-	6:15	6:18	6:35	7:05	-	-	-



## EXHIBIT C

### FUNDING SOURCES

**Grand Ronde to Salem Funding:**

Effective January 2, 2018 to June 30, 2019, CTRG will provide up to \$265,320 in resources to fund 3,316.5 revenue service hours. The service hours will consist of weekday (M-F) commuter transit services between Grand Ronde and the Cherriots Transit Mall in Salem.

## EXHIBIT D

### FEDERAL FISCAL YEAR 2013 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

#### GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

##### A. Assurance of Authority of the Applicant and Its Representative.

On behalf of your Applicant, you certify that both you and your Applicant's attorney who sign these Certifications, Assurances, and Agreements affirm that both your Applicant and you, as its authorized representative, may undertake the following activities on behalf of your Applicant, in compliance with applicable State, local, or Indian tribal laws and regulations, and your Applicant's by-laws or internal rules:

1. Execute and file its application for Federal funds,
2. Execute and file its Certifications, Assurances, and Agreements binding its compliance,
3. Execute Grant Agreements or Cooperative Agreements, or both, with FTA,
4. Comply with applicable Federal laws and regulations, and
5. Follow applicable Federal guidance.

##### B. Standard Assurances.

On behalf of your Applicant, you assure that your Applicant understands and agrees to the following:

1. Your Applicant will comply with all applicable Federal statutes and regulations to carry out any FTA funded Project,
2. Your Applicant is under a continuing obligation to comply with the terms and conditions of the FTA Grant Agreement or Cooperative Agreement for its Project, including the FTA Master Agreement incorporated by reference and made part of the latest amendment to the Grant Agreement or Cooperative Agreement,
3. Your Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect Project implementation,
4. Your Applicant understands that Presidential executive orders and Federal guidance, including Federal policies and program guidance, may be issued concerning matters affecting your Applicant or its Project,
5. Your Applicant agrees that the most recent Federal laws, regulations, and guidance will apply to its Project, unless FTA determines otherwise in writing,
6. In light of recent FTA legislation applicable to FTA and except as FTA determines otherwise in writing, your Applicant agrees that requirements for FTA programs may vary depending on the fiscal year for which the funding for those programs was appropriated:
  - a. In some instances, FTA has determined that Federal statutory or regulatory program and eligibility requirements for FY 2012 or a specific previous fiscal year will apply to:
    - (1) New grants and cooperative agreements, and
    - (2) New amendments to grants and cooperative agreements that:
      - (a) Have been awarded Federal funds made available or appropriated for FY 2012 or the previous fiscal year, or

- (b) May be awarded Federal funds appropriated for FY 2012 or the previous fiscal year, but
- b. In other instances, FTA has determined that MAP-21 will apply to the Federal funds made available or appropriated for FY 2012 or a previous fiscal year, and
- c. For all FTA funded Projects, the following MAP-21 cross-cutting requirements supersede conflicting provisions of previous Federal law and regulations:
  - (1) Metropolitan and Statewide Planning,
  - (2) Environmental Review Process,
  - (3) Agency Safety Plans,
  - (4) Transit Asset Management Provisions (and Asset Inventory and Condition Reporting),
  - (5) Costs Incurred by Providers of Public Transportation by Vanpool,
  - (6) Revenue Bonds as Local Match,
  - (7) Debt Service Reserve,
  - (8) Government's Share of Cost of Vehicles, Vehicle-Equipment, and Facilities for ADA and Clean Air Act Compliance,
  - (9) Private Sector Participation,
  - (10) Bus Testing,
  - (11) Buy America,
  - (12) Corridor Preservation,
  - (13) Rail Car Procurements,
  - (14) Veterans Preference/Employment,
  - (15) Alcohol and Controlled Substance Testing, and
  - (16) Other provisions as FTA may determine.

*(See the Federal Transit Administration, "Notice of FTA Transit Program Changes, Authorized Funding Levels and Implementation of the Moving Ahead for Progress in the 21st Century Act (MAP-21) and FTA FY 2013 Apportionments, Allocations, Program Information and Interim Guidance," 77 Fed. Reg. 663670, October 16, 2012.)*

**C. Intergovernmental Review Assurance.**

*(The assurance in Group 01.C does not apply to an Indian tribe, an Indian organization or a tribal organization that applies for funding made available or appropriated for FTA's Public Transportation on Indian Reservations Program authorized by 49 U.S.C. 5311(c)(1), as amended by MAP-21 or to FTA's Tribal Transit Program authorized by former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year.)*

To facilitate compliance with U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17, on behalf of your Applicant, you assure that it has submitted or will submit each application for Federal funding to the appropriate State and local agencies for intergovernmental review, as required by those regulations.

**D. Nondiscrimination Assurance.**

On behalf of your Applicant, you assure that:

- 1. Your Applicant will comply with the following laws and regulations so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in

- any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:
- a. Federal transit laws, specifically 49 U.S.C. 5332, as amended by MAP-21 (prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, and in employment or business opportunity),
  - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d,
  - c. The Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*,
  - d. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*,
  - e. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
  - f. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
  - g. Any other applicable Federal statutes that may be signed into law or Federal regulations that may be promulgated,
2. Your Applicant will comply with Federal guidance implementing Federal nondiscrimination laws and regulations, except to the extent FTA determines otherwise in writing,
  3. As required by 49 CFR 21.7:
    - a. Your Applicant will comply with 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 in the manner:
      - (1) It conducts each Project,
      - (2) It undertakes property acquisitions, and
      - (3) It operates its Project facilities, including:
        - (a) Its entire facilities, and
        - (b) Its facilities operated in connection with its Project,
    - b. This assurance applies to your Applicant's entire Project and to all parts of its facilities, including the facilities it operates to implement its Project,
    - c. Your Applicant will promptly take the necessary actions to carry out this assurance, including:
      - (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA, and
      - (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request,
    - d. If your Applicant transfers FTA funded real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:
      - (1) While the property is used for the purpose that the Federal funding is extended, and
      - (2) While the property is used for another purpose involving the provision of similar services or benefits,
    - e. The United States has a right to seek judicial enforcement of any matter arising under:
      - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      - (2) U.S. DOT regulations, 49 CFR part 21, and
      - (3) This assurance,
    - f. Your Applicant will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to comply with:
      - (1) Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
      - (2) U.S. DOT regulations, 49 CFR part 21, and
      - (3) Federal transit laws, 49 U.S.C. 5332, as amended by MAP-21,

- g. Your Applicant will comply with Federal guidance issued to implement Federal nondiscrimination requirements, except as FTA determines otherwise in writing,
  - h. Your Applicant will extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each Third Party Participant, including:
    - (1) Any Subrecipient,
    - (2) Any Transferee,
    - (3) Any Third Party Contractor or Subcontractor at any tier,
    - (4) Any Successor in Interest,
    - (5) Any Lessee, or
    - (6) Any other Third Party Participant in its Project,
  - i. Your Applicant will include adequate provisions to extend the requirements of 49 U.S.C. 5332, as amended by MAP-21, 42 U.S.C. 2000d, and 49 CFR part 21 to each third party agreement, including:
    - (1) Each subagreement,
    - (2) Each property transfer agreement,
    - (3) Each third party contract or subcontract at any tier,
    - (4) Each lease, or
    - (5) Each participation agreement, and
  - j. The assurances you have made on behalf of your Applicant will remain in effect as long as:
    - (1) Federal funding is extended to your Applicant's Project,
    - (2) Your Applicant's Project property is used for a purpose for which the Federal funding is extended,
    - (3) Your Applicant's Project property is used for a purpose involving the provision of similar services or benefits, or
    - (4) Your Applicant retains ownership or possession of its Project property, and
4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR 27.9, and consistent with 49 U.S.C. 5307(c)(1)(D)(iii), as amended by MAP-21, you assure that:
- a. Your Applicant will comply with the following prohibitions against discrimination on the basis of disability, which are a condition of approval or extension of any FTA funding awarded to:
    - (1) Construct any facility,
    - (2) Obtain any rolling stock or other equipment,
    - (3) Undertake studies,
    - (4) Conduct research, or
    - (5) Participate in or obtain any benefit from any FTA administered program, and
  - b. In any program or activity receiving or benefiting from Federal funding that U.S. DOT administers, no otherwise qualified people with a disability will, because of their disability, be:
    - (1) Excluded from participation,
    - (2) Denied benefits, or
    - (3) Otherwise subjected to discrimination.

## E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

1. Your Applicant will comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR part 180,
2. To the best of your knowledge and belief, and your Applicant’s knowledge and belief, that your Applicant’s Principals and Subrecipients at the first tier:
  - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
    - (1) Debarred,
    - (2) Suspended,
    - (3) Proposed for debarment,
    - (4) Declared ineligible,
    - (5) Voluntarily excluded, or
    - (6) Disqualified,
  - b. Your Applicant’s management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
    - (2) Violation of any Federal or State antitrust statute, or
    - (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
  - c. Your Applicant is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding Section 1.b of this Certification,
  - d. Your Applicant has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
  - e. If, at a later time, your Applicant receives any information that contradicts the statements of subparagraphs 2.a – 2.d above, your Applicant will promptly provide that information to FTA,
  - f. Your Applicant will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
    - (1) Equals or exceeds \$25,000,
    - (2) Is for audit services, or
    - (3) Requires the consent of a Federal official, and
  - g. Your Applicant will require that each covered lower tier contractor and subcontractor:
    - (1) Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
    - (2) Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
      - (a) Debarred from participation in your Applicant’s federally funded Project,
      - (b) Suspended from participation in your Applicant’s federally funded Project,

- (c) Proposed for debarment from participation in your Applicant's federally funded Project,
  - (d) Declared ineligible to participate in your Applicant's federally funded Project,
  - (e) Voluntarily excluded from participation in your Applicant's federally funded Project, or
  - (f) Disqualified from participation in your Applicant's federally funded Project, and
3. Your Applicant will provide a written explanation as indicated on its Signature Page or a page attached in FTA's TEAM-Web if it or any of its principals, including any of its first tier Subrecipients or any of its Third Party Participants at a lower tier, is unable to certify compliance with to the preceding statements in this Certification 01.E.

**F. U.S. OMB Assurances in SF-424B and SF-424D.**

*The assurances in Group 01.F are consistent with the U.S. OMB assurances required in the U.S. OMB SF-424B and SF-424D, updated as necessary to reflect changes in Federal laws and regulations.*

1. *Administrative Activities.* On behalf of your Applicant, you assure that:
  - a. For every project described in any application your Applicant submits, your Applicant has adequate resources to properly plan, manage, and complete its Project, including:
    - (1) The legal authority to apply for Federal funding,
    - (2) The institutional capability,
    - (3) The managerial capability, and
    - (4) The financial capability (including funds sufficient to pay the non-Federal share of Project cost),
  - b. Your Applicant will give limited access and the right to examine Project-related materials, including, but not limited to:
    - (1) FTA,
    - (2) The Comptroller General of the United States, and
    - (3) If appropriate, the State, through any authorized representative,
  - c. Your Applicant will establish a proper accounting system in accordance with generally accepted accounting standards or FTA guidance, and
  - d. Your Applicant will establish safeguards to prohibit employees from using their positions for a purpose that results in:
    - (1) A personal or organizational conflict of interest, or personal gain, or
    - (2) The appearance of a personal or organizational conflict of interest or personal gain.
2. *Project Specifics.* On behalf of your Applicant, you assure that:
  - a. Following receipt of an FTA award, your Applicant will begin and complete Project work within the time periods that apply,
  - b. For FTA funded construction Projects:
    - (1) Your Applicant will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications,
    - (2) Your Applicant will, to the extent practicable, provide and maintain competent and adequate engineering supervision at the construction site to assure that the completed work conforms with the approved plans and specifications,
    - (3) Your Applicant will include a covenant to assure nondiscrimination during the useful life of its Project in its title to federally funded real property,

- (4) To the extent FTA requires, your Applicant will record the Federal interest in the title to FTA funded real property or interests in real property, and
  - (5) To the extent practicable, absent permission and instructions from FTA, your Applicant will not alter the site of the FTA funded construction Project or facilities by:
    - (a) Disposing of the underlying real property or other interest in the site and facilities,
    - (b) Modifying the use of the underlying real property or other interest in the site and facilities, or
    - (c) Changing the terms of the underlying real property title or other interest in the site and facilities, and
  - c. Your Applicant will furnish progress reports and other information as FTA or the State may require.
3. Statutory and Regulatory requirements. On behalf of your Applicant, you assure that:
- a. Your Applicant will comply with all Federal statutes relating to nondiscrimination that apply, including, but not limited to:
    - (1) The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d,
    - (2) The prohibitions against discrimination on the basis of sex, as provided in:
      - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and
      - (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
    - (3) The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107,
    - (4) The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794,
    - (5) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
    - (6) The prohibitions against discrimination in the sale, rental, or financing of housing, as provided in Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*,
    - (7) The prohibitions against discrimination on the basis of drug abuse, as provided in the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*,
    - (8) The prohibitions against discrimination on the basis of alcohol abuse, as provided in the Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.*,
    - (9) The confidentiality requirements for the records of alcohol and drug abuse patients, as provided in the Public Health Service Act, as amended, 42 U.S.C. 290dd – 290dd-2, and
    - (10) The nondiscrimination provisions of any other statute(s) that may apply to its Project,
  - b. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and the MAP-21 amendment to 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, your Applicant



will provide for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of federally funded programs, and:

- (1) Your Applicant has the necessary legal authority under State and local laws and regulations to comply with:
  - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
  - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and
- (2) Your Applicant has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations, because:
  - (a) Your Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
  - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, your Applicant will provide fair and reasonable relocation payments and assistance for displacement, resulting from any FTA funded Project, of:
    - 1 Families and individuals, and
    - 2 Partnerships, corporations, or associations,
  - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, your Applicant will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such displaced:
    - 1 Families and individuals, and
    - 2 Partnerships, corporations, or associations,
  - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, your Applicant will make available comparable replacement dwellings to families and individuals,
  - (e) Your Applicant will:
    - 1 Carry out the relocation process to provide displaced persons with uniform and consistent services, and
    - 2 Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
  - (f) Your Applicant will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652 to the greatest extent practicable under State law,
  - (g) Your Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631,
  - (h) Your Applicant will execute the necessary implementing amendments to third party contracts and subagreements financed with FTA funding,
  - (i) Your Applicant will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
  - (j) Your Applicant will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA funded Project involving relocation or land acquisition, and
  - (k) Your Applicant will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions,

- c. To the extent practicable, your Applicant will comply with the Lead-Based Paint Poisoning Prevention Act, specifically 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures,
- d. Your Applicant will, to the extent practicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
  - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
  - (2) U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11,
- e. Your Applicant will, to the extent practicable, comply with the labor standards and protections for federally funded Projects of:
  - (1) The Davis-Bacon Act, as amended, 40 U.S.C. 3141 – 3144, 3146, and 3147,
  - (2) Sections 1 and 2 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and 40 U.S.C. 3145, respectively, and
  - (3) The Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*,
- f. Your Applicant will, to the extent practicable, comply with any applicable environmental standards that may be prescribed to implement Federal laws and executive orders, including, but not limited to:
  - (1) Following the institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 – 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note,
  - (2) Following the notification of violating facilities provisions of Executive Order No. 11738, 42 U.S.C. 7606 note,
  - (3) Following the protection of wetlands provisions of Executive Order No. 11990, 42 U.S.C. 4321 note,
  - (4) Following the evaluation of flood hazards in floodplains provisions of Executive Order No. 11988, 42 U.S.C. 4321 note,
  - (5) Complying with the assurance of Project consistency with the approved State management program developed pursuant to the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 – 1465,
  - (6) Complying with the Conformity of Federal Actions to State (Clean Air) Implementation Plans requirements under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 – 7671q,
  - (7) Complying with the protections for underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f – 300j-6,
  - (8) Complying with the protections for endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 – 1544,
  - (9) Complying with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project as required by 49 U.S.C. 303(b) and 303(c),
  - (10) Complying with the protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 – 1287, and
  - (11) Complying with and facilitating compliance with:
    - (a) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f,

- (b) The Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 – 469c, and
  - (c) Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note,
- g. To the extent practicable, complying with the following Federal requirements for the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal funding:
  - (1) The Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and
  - (2) U.S. Department of Agriculture regulations, “Animal Welfare,” 9 CFR subchapter A, parts 1, 2, 3, and 4,
- h. To the extent practicable, obtaining a certificate of compliance with the seismic design and construction requirements of U.S. DOT regulations, “Seismic Safety,” 49 CFR part 41, specifically 49 CFR 41.117(d), before accepting delivery of any FTA funded building,
- i. To the extent practicable, complying with, and assuring its Subrecipients located in special flood hazard areas comply with, section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), by:
  - (1) Participating in the Federal flood insurance program, and
  - (2) Purchasing flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more,
- j. To the extent practicable, complying with:
  - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal loan, grant agreement, or cooperative agreement, and
  - (2) 49 U.S.C. 5323(1)(2), as amended by MAP-21, and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding made available or authorized for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
- k. Performing the financial and compliance audits as required by the:
  - (1) Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*,
  - (2) U.S. OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” Revised, and
  - (3) Most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT, and
- l. To the extent practicable, complying with all the provisions of all other Federal laws or regulations that apply, and follow Federal guidance governing your Applicant and its Project, except to the extent that FTA has expressly approved otherwise in writing.

**GROUP 02. LOBBYING.**

On behalf of your Applicant, you certify that:

- 1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, “New Restrictions on Lobbying,” specifically 49 CFR 20.110:
  - a. The lobbying restrictions of this Certification apply to your Applicant’s requests:
    - (1) For \$100,000 or more in Federal funding for a grant or cooperative agreement, and

- (2) For \$150,000 or more in Federal funding for a loan, line of credit, or loan guarantee, and
  - b. Your Certification on behalf of your Applicant applies to the lobbying activities of:
    - (1) Your Applicant,
    - (2) Your Applicant's Principals, and
    - (3) Your Applicant's Subrecipients at the first tier,
- 2. To the best of your knowledge and belief:
  - a. No Federal appropriated funds have been or will be paid by or on its behalf to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
  - b. Your Applicant will submit a complete OMB Standard Form-LLL, "Disclosure of Lobbying Activities (Rev. 7-97)," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
    - (1) An officer or employee of any Federal agency regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
    - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance, and
  - c. Your Applicant will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
    - (1) Subcontracts,
    - (2) Subgrants,
    - (3) Subagreements, and
    - (4) Third party contracts under a:
      - (a) Federal grant or cooperative agreement, or
      - (b) Federal loan, line of credit, loan guarantee, or loan insurance,
- 3. Your Applicant understands that:
  - a. This Certification is a material representation of fact that the Federal government relies on, and
  - b. Your Applicant must submit this Certification before the Federal government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
    - (1) Federal grant or cooperative agreement, or
    - (2) Federal loan, line of credit, loan guarantee, or loan insurance, and
- 4. Your Applicant also understands that any person who does not file a required Certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**GROUP 18. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS  
AND “TRIBAL TRANSIT” PROGRAMS.**

**A. Public Transportation on Indian Reservations Program.**

FTA has established terms and conditions for direct Public Transportation on Indian Reservations Program grants financed with funding made available or appropriated for 49 U.S.C. 5311(c)(1), as amended by MAP-21. On behalf of your Applicant, you certify and assure that:

1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
  - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
  - b. Carry out each Project, including the:
    - (1) Safety aspects of its proposed Projects, and
    - (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant’s Project equipment and facilities will be adequately maintained,
4. Your Applicant’s Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,
5. Your Applicant will:
  - a. Have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18, specifically 49 CFR 18.36, or
  - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
  - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Group 05.B (Bus Testing),
  - c. Group 06 (Demand Responsive Service),
  - d. Group 07 (Intelligent Transportation Systems), and
  - e. Group 10 (Alcohol and Controlled Substances Testing).

**B. “Tribal Transit” Program.**

FTA has established terms and conditions for direct “Tribal Transit” Program grants financed with funding made available or appropriated for former 49 U.S.C. 5311(c)(1) in effect in FY 2012 or a previous fiscal year, except as superseded as MAP-21 cross-cutting requirements that apply instead. On behalf of your Applicant you certify that:

1. Your Applicant has or will have the necessary legal, financial, and managerial capability to:
  - a. Apply, receive and disburse 49 U.S.C. 5311(c)(1) funding, and
  - b. Carry out each Project, including the:
    - (1) Safety aspects of its proposed Projects, and
    - (2) Security aspects of its proposed Projects,
2. Your Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities,
3. Your Applicant’s Project equipment and facilities will be adequately maintained,
4. Your Applicant’s Project will achieve maximum feasible coordination with transportation service funded by other Federal sources,

5. Your Applicant will:
  - a. Have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR part 18, specifically 49 CFR 18.36, or
  - b. Inform FTA promptly that its procurement system does not comply with those U.S. DOT regulations, and
6. Your Applicant will comply with the Certifications, Assurances, and Agreements in:
  - a. Group 03.B and 03.C (Charter Service Agreement and School Bus Agreement),
  - b. Group 05.B (Bus Testing),
  - c. Group 06 (Demand Responsive Service),
  - d. Group 07 (Intelligent Transportation Systems), and
  - e. Group 10 (Alcohol and Controlled Substances Testing).