

REVISED AGENDA

Tillamook County Transportation District
Board of Directors ~ Regular Monthly Meeting

Thursday, July 19, 2018 - 6:30 pm

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

REGULAR BOARD MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements & Changes to Agenda
5. Election of Officers for Fiscal Year 2017-18
Board Chairperson_____; Vice Chairperson_____; Secretary; _____ Treasurer: _____
6. Public & Guest Comments
7. Executive Session: as needed

REPORTS

8. Information: General Managers Report:
 - a. Financial Report (Pgs. 1-15)
 - b. Service Performance Report (Pgs. 16-21)
 - c. Northwest Oregon Transit Alliance (Pgs. 22-31)
 - d. Planning & Development (Pgs. 32-34)
 - e. Grant Funding
 - f. Facility/Property Management
 - g. Miscellaneous

CONSENT CALENDAR

9. Motion to Approve the Minutes of June 21, 2018 Board Meeting and July 2, 2018 Special Board Meeting (Pgs. 35-44)
10. Motion to Accept Financial Report: June 2018
11. Motion to Approve Statewide Transportation Improvement Fund (STIF) Bylaws (Pgs. 45-53)
12. Motion to Approve Statewide Transportation Improvement Fund (STIF) Advisory Committee Membership Applications (Pgs. 54-56)
13. Motion to Approve and Proceed with Request for Quotation for Information Technology Services (Provided during meeting)
14. Motion to Amend Resolution 18-18 In the Matter of Authorizing GM to Execute Columbia Pacific Coordinated Care Organization Non-Emergent Medical Transportation Services Delegation Agreement and Business Associate Agreement to Resolution 18-17
15. Motion to Amend Resolution 18-19 In the Matter of Adopting the Template Blanket Purchase Agreement and Authorizing the GM to Execute Individual Agreements to Resolution 18-18
16. Motion to Move August Regular Board Meeting from August 16 to August 23, 2018

ACTION ITEMS

17. Resolution 18-19 In the Matter of Authorizing the GM to Execute AMENDED Section 5339 ODOT Grant Agreement No. 32842 (Pgs. 57-77)
18. Resolution 18-20 In the Matter of Adopting a Federal Transit Administration FTA/ODOT Procurement Policy #26 (Pgs. 78-129)

Tillamook County Transportation District
 Normal Trial Balance - Unposted Transactions Included In Report
 From 6/1/2018 Through 6/30/2018

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account	263,738.35 -	
1006	Payroll Checking		16,134.04
1011	Prop. Mgmt. Checking	21,181.58 -	
1020	LGIP - General Account	134,417.66 -	
1030	LGIP - Capital Reserve	791,722.92 -	
1040	Petty Cash	<u>200.00 -</u>	
Report Total		<u>1,211,260.51</u>	<u>16,134.04</u>
Report Difference		<u>1,195,126.47</u>	

PM
7-6-18

Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 6/1/2018 Through 6/30/2018

	Current		Current Year Actual	Total Budget	Total Budget Variance	Bdgt .91%
	Period Actual	Period Budget				
Resources						
Working Capital	3500	0.00	0.00	2,341,506.00	(2,341,506.00)	0.00%
Fares	4000	26,936.21	284,526.22	265,000.00	19,526.22	107.36%
Contract Revenue	4020	39,411.04	691,670.54	725,000.00	(33,329.46)	95.40%
Property Tax	4100	30,264.04	72,916.74	875,000.00	34,087.70	103.89%
Past Years Property Tax	4110	3,281.67	32,688.95	40,000.00	(7,311.05)	81.72%
State Timber Revenue	4120	0.00	14,583.37	175,000.00	(32,340.44)	81.51%
Mass Transit State Payroll Tax	4130	0.00	7,083.37	85,000.00	(14,834.08)	82.54%
Capital Grants	4210	0.00	12,000.00	144,000.00	(1,514.00)	98.94%
Grants - FTA 5311	4220	0.00	29,951.38	359,417.00	9,130.00	102.54%
NWOTA Partner Cont. Match	4225	0.00	0.00	114,240.00	(57,120.00)	50.00%
Grants - STF	4230	0.00	5,583.37	67,000.00	0.00	100.00%
Grants -STF-Discretionary	4231	0.00	15,000.00	270,000.00	(62,032.00)	77.02%
Grants - 5311 (f)	4240	0.00	29,679.13	356,150.00	(136,532.00)	61.66%
Grants - 5310	4245	0.00	13,053.87	156,646.00	(24,379.00)	84.43%
Special Bus Operations	4300	441.97	7,965.35	1,000.00	6,965.35	796.53%
Miscellaneous Income	4400	10,000.56	34,370.24	1,000.00	33,370.24	3,437.02%
Sale of Assets - Income	4410	0.00	416.63	5,000.00	(5,000.00)	0.00%
Interest Income	4510	1,620.05	19,922.35	11,500.00	8,422.35	173.23%
OTIB Loan Proceeds	4515	0.00	338,516.00	339,000.00	(484.00)	99.85%
PUD Loan Proceeds	4516	21,974.60	31,930.92	0.00	31,930.92	0.00%
Advertising Income	4520	0.00	780.00	1,000.00	(220.00)	78.00%
Lease Income	4900	1,500.00	1,500.00	1.00	1,499.00	150,000.00%
Lease Operational Exp Income	4910	0.00	0.00	1.00	(1.00)	0.00%
Transfer From General Fund	4911	1,500.00	806,149.16	724,422.00	81,727.16	111.28%
Monthly BOD Report w/YTD Budget & Variance						

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Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 6/1/2018 Through 6/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .91%
4915	0.00	0.00	0.00	25,000.00	(25,000.00)	0.00%
4916	0.00	0.00	259,032.00	317,847.00	(58,815.00)	81.49%
4917	0.00	0.00	4,005.00	13,000.00	(8,995.00)	30.80%
Total Resources	<u>136,930.14</u>	<u>315,563.57</u>	<u>4,829,975.91</u>	<u>7,412,730.00</u>	<u>(2,582,754.09)</u>	<u>65.16%</u>
Expenses						
Personnel Services						
5010	22,256.10	25,837.50	318,308.74	310,050.00	(8,258.74)	102.66%
5020	7,183.51	9,866.74	99,121.33	118,400.00	19,278.67	83.71%
5030	65,853.53	68,750.00	855,582.59	825,000.00	(30,582.59)	103.70%
5040	3,784.44	5,416.63	53,916.70	65,000.00	11,083.30	82.94%
5050	35,624.62	48,750.11	465,282.95	585,000.00	119,717.05	79.53%
5055	0.00	2,041.63	19,159.65	24,500.00	5,340.35	78.20%
Total Personnel Services	<u>134,702.20</u>	<u>160,662.61</u>	<u>1,811,371.96</u>	<u>1,927,950.00</u>	<u>116,578.04</u>	<u>93.95%</u>
Materials and Services						
5060	0.00	0.00	5,236.56	0.00	(5,236.56)	0.00%
5100	2,063.00	8,000.00	50,293.50	96,000.00	45,706.50	52.38%
5101	6,956.18	2,083.37	21,507.44	25,000.00	3,492.56	86.02%
5102	5,280.00	416.63	32,519.00	95,000.00	62,481.00	34.23%
5103	10,000.00	1,666.63	10,300.00	20,000.00	9,700.00	51.50%
5120	38.99	916.63	21,457.82	23,500.00	2,042.18	91.30%
5140	196.00	250.00	2,352.00	3,000.00	648.00	78.40%
5145	3,637.50	2,916.63	34,665.35	37,500.00	2,834.65	92.44%
5150	286.99	1,250.00	13,637.02	18,000.00	4,362.98	75.76%
5160	(6,665.50)	7,541.63	75,216.50	90,500.00	15,283.50	83.11%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 6/1/2018 Through 6/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .91%
5170 Office Expenses	686.41	1,250.00	10,883.73	15,000.00	4,116.27	72.55%
5175 Board Expenses	474.64	833.37	11,971.27	10,000.00	(1,971.27)	119.71%
5180 Operational Expenses	3,612.52	2,250.00	33,619.21	27,000.00	(6,619.21)	124.51%
5185 Drug & Alcohol Administration	100.00	125.00	1,480.00	1,500.00	20.00	98.66%
5190 Marketing	1,118.60	4,437.50	46,546.55	53,250.00	6,703.45	87.41%
5210 Telephone Expense	1,476.48	1,566.74	16,339.02	19,300.00	2,960.98	84.65%
5220 Travel & Training	1,335.04	2,708.37	26,349.83	32,500.00	6,150.17	81.07%
5240 Vehicle Expense	20,168.66	13,666.74	195,531.55	164,000.00	(31,531.55)	119.22%
5245 Fuel Expenses	24,338.39	21,666.74	244,325.60	260,000.00	15,674.40	93.97%
5250 Volunteers	0.00	125.00	55.64	1,500.00	1,444.36	3.70%
5260 Postage	100.00	166.63	1,026.20	2,000.00	973.80	51.31%
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	8,400.00	8,400.00	0.00	100.00%
5285 Transit & Visitor Center Maint	1,134.12	1,000.00	13,247.97	12,000.00	(1,247.97)	110.39%
5290 General Operating Cont.	0.00	3,803.87	0.00	45,646.00	45,646.00	0.00%
5300 Property Operating Expenses	1,186.44	2,083.37	23,565.26	25,000.00	1,434.74	94.26%
5330 Flex Lease: Fees	0.00	83.37	410.00	1,000.00	590.00	41.00%
5340 Property Maint. & Repair	924.94	833.37	8,139.81	10,000.00	1,860.19	81.39%
5346 Operations Facility Maint.	70.43	333.37	14,401.43	4,000.00	(10,401.43)	360.03%
Total Materials and Services	79,219.83	82,874.46	923,478.26	1,102,990.00	179,511.74	83.72%
Special Payments						
5200 STF Payments to Recipients	0.00	300.00	19,152.00	19,152.00	0.00	100.00%
Total Special Payments	0.00	300.00	19,152.00	19,152.00	0.00	100.00%
Transfers						
9110 Transfer to Property Mgmt	1,500.00	0.00	791,869.16	705,142.00	(86,727.16)	112.29%

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Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 6/1/2018 Through 6/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt %
Transfer to General Fund	9130	0.00	183,832.00	265,848.00	82,016.00	69.14%
Transfer to Vehicle Reserve	9150	0.00	0.00	5,000.00	5,000.00	0.00%
Transfer to NWOTA Fund	9160	0.00	112,433.00	161,400.00	48,967.00	69.66%
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%
Total Transfers		1,500.00	1,088,134.16	2,566,367.00	1,478,232.84	42.40%
Capital Outlay						
Debt Service						
Flex Lease: Principal	5310	0.00	45,000.00	45,000.00	0.00	100.00%
Flex Lease: Interest	5320	0.00	10,037.50	6,000.00	(4,037.50)	167.29%
PUD Loan Expense	5325	602.58	1,542.03	0.00	(1,542.03)	0.00%
Total Debt Service		602.58	56,579.53	51,000.00	(5,579.53)	110.94%
Capital Purchases						
Building Repair & Renovation	5350	38,036.44	1,022,989.05	1,069,437.00	46,447.95	95.65%
Admin. Expenses- Renovation	5351	0.00	12,876.34	20,000.00	7,123.66	64.38%
Design/Engineering-Renovation	5352	0.00	28,294.32	20,000.00	(8,294.32)	141.47%
Bus Replacement/Addition	6000	0.00	180,508.88	180,000.00	(508.88)	100.28%
Van Replacement/Addition	6010	0.00	89,596.00	90,000.00	404.00	99.55%
Computer Upgrade	6020	0.00	162,298.47	162,500.00	201.53	99.87%
Fuel Cell Triangulation Point	6021	0.00	0.00	6,000.00	6,000.00	0.00%
Bus Stop Signage/Shelters	6040	3,052.98	6,656.92	10,500.00	3,843.08	63.39%
Other Capital Projects	6050	0.00	181,732.07	186,834.00	5,101.93	97.26%
Total Capital Purchases		41,089.42	1,684,952.05	1,745,271.00	60,318.95	96.54%
Total Capital Outlay		41,692.00	1,741,531.58	1,796,271.00	54,739.42	96.95%
Total Expenses		257,114.03	5,583,667.96	7,412,730.00	1,829,062.04	75.33%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Check/Voucher Register
1001 - General Checking Account
From 6/1/2018 Through 6/30/2018

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
13572	6/6/2018	80.00	24/7 TRUCK AND AUTO SERVICE	BUS 201 REPAIR SEAT
13573	6/6/2018	318.18	ALSCO - Portland Linen	MATT SERVICE
13574	6/6/2018	465.97	BOB'S AUTO & TRUCK PAINTING	BUS 30 WINDSHIELD
13575	6/6/2018	188.32	BRENT OLSON	MILEAGE TO PICK UP AND DROP (BUS
13576	6/6/2018	65.46	CAR CARE SPECIALISTS, INC.	DEF
13577	6/6/2018	1,442.51	Carquest Auto Parts	VEHICLE INVENTORY
13578	6/6/2018	87.20	COUNTRY MEDIA	DISCOVERY TC ADVERTISING
13578	6/6/2018	46.60	COUNTRY MEDIA	ADVERTISING
13579	6/6/2018	89.88	DAVID WHEELER	MILEAGE FOR 60X
13580	6/6/2018	95.00	DOUGLAS PILANT	CDL PHYSICAL
13581	6/6/2018	1,257.43	FleetPride, Inc.	INVENTORY
13581	6/6/2018	(144.00)	FleetPride, Inc.	RETURN PART
13582	6/6/2018	95.00	JAMES JETT	CDL PHYSICAL
13583	6/6/2018	95.00	JOHN CLINE	CDL PHYSICAL
13584	6/6/2018	1,576.00	JORDAN SCHRADER RAMIS, PC	LEGAL
13585	6/6/2018	1,160.69	LES SCHWAB WAREHOUSE CENTER	VEHICLE MAINTENANCE/TIRES
13585	6/6/2018	(779.28)	LES SCHWAB WAREHOUSE CENTER	RETURN PART
13586	6/6/2018	100.00	North Coast Lawn	LAWN MAINTENANCE
13587	6/6/2018	56.28	DAVISON AUTO PARTS, INC.	SHOP SUPPLIES
13588	6/6/2018	549.13	NORTHSIDE FORD	REPLACED BAD EXHAUST PIPE & (BUS 30
13588	6/6/2018	(82.00)	NORTHSIDE FORD	CREDIT MEMO
13589	6/6/2018	289.87	Pacific Office Automation	OFFICE COPIES
13590	6/6/2018	1,192.34	PETROCARD INC.	FUEL
13591	6/6/2018	51.63	Rosenberg Builders Supply	OFFICE KEYS
13592	6/6/2018	111.53	Sheldon Oil Distributors	DEF
13592	6/6/2018	181.53	Sheldon Oil Distributors	DEF
13592	6/6/2018	21,378.01	Sheldon Oil Distributors	FUEL
13593	6/6/2018	46.95	Tillamook Motor Co.	VAN 106 OIL & FILTER SERVICE
13594	6/6/2018	54.00	TILLAMOOK COUNTY SHOPPER, LLC	MEETING NOTICE
13594	6/6/2018	54.00	TILLAMOOK COUNTY SHOPPER, LLC	MEETING NOTICE
13594	6/6/2018	84.00	TILLAMOOK COUNTY SHOPPER, LLC	ADVERTISING
13595	6/6/2018	2,167.90	CARDMEMBER SERVICE	CARD CHARGES
13596	6/6/2018	5,116.28	Western Bus Sales	VEHICLE INSPECTIONS
13596	6/6/2018	42.35	Western Bus Sales	INVENTORY
13597	6/19/2018	22.65	CLAYTON NORRBOM	PC SPECIAL PROJECT/MEALS CLAY & MIKE
13597	6/19/2018	41.00	CLAYTON NORRBOM	TRAINING MEALS, CLAYTON, ROB JOHN
13597	6/19/2018	44.94	CLAYTON NORRBOM	TRAINING, MEALS CLAYTON & ROBERT 60X
13598	6/19/2018	886.28	CoastCom, Inc.	TELEPHONE
13599	6/19/2018	46.60	COUNTRY MEDIA	advertising
13600	6/19/2018	29.96	DAVID WHEELER	60X MILEAGE
13601	6/19/2018	50.03	Dish	DISH
13602	6/19/2018	577.03	Fred Meyer Customer Charges	CARD CHARGES
13603	6/19/2018	95.00	JAMES M. PALMER	CDL PHYSICAL
13604	6/19/2018	134.97	MAC TOOLS DISTRIBUTING	SHOP SUPPLIES
13605	6/19/2018	1,034.12	Marie Mills Center, Inc	JANITORIAL
13606	6/19/2018	900.00	NATHAN LEVIN	JULY RENT 70X
13607	6/19/2018	1,186.73	PETROCARD INC.	FUEL 70X
13608	6/19/2018	89.88	TABATHA WELCH	MILEAGE/AUDIT TRAINING
13609	6/19/2018	240.00	TRANSPORT WISDOM, LTD	CDL TESTING
13610	6/19/2018	49.95	VANIR BROADBAND, INC.	INTERNET
13611	6/19/2018	274.56	VERIZON	JUNE - TABLET DATA ECOLANE
13612	6/20/2018	31.25	GenXsys Solutions, LLC	COMPUTER SUPPORT

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 6/1/2018 Through 6/30/2018

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
13612	6/20/2018	2,656.25	GenXsys Solutions, LLC	COMPUTER SUPPORT
13613	6/26/2018	<u>3,361.06</u>	E & E Auto Body, Inc.	BUS 201
Report Total		<u>49,286.02</u>		

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Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 6/1/2018 Through 6/30/2018

Document Number	Document Date	Payee
060818-01	6/8/2018	DANIELL F. AMAYA
060818-02	6/8/2018	SYLVIE G. BALLANCE
060818-03	6/8/2018	LAURA M. BEELER
060818-04	6/8/2018	JEREMY J. BELLANTE
060818-05	6/8/2018	ERIN L. CLAWSON
060818-06	6/8/2018	CLIFFORD R. DERRICK
060818-07	6/8/2018	RICHARD A. DIETZ
060818-08	6/8/2018	KARRI L. HOOKER
060818-09	6/8/2018	TOMMIE L. HUFFMAN
060818-10	6/8/2018	JAMES N. JETT
060818-11	6/8/2018	ROBERT R. KENNEY
060818-12	6/8/2018	MICHAEL J. LOWENSTEIN
060818-13	6/8/2018	JOHN C. MAGNANO
060818-14	6/8/2018	TYLER J. MARSHALL
060818-15	6/8/2018	JESSE D. MARTIN
060818-16	6/8/2018	CHRISTOPHER A. MOTLEY
060818-17	6/8/2018	ALLAN G. NEWCOMB
060818-18	6/8/2018	SARAH J. NORRBOM
060818-19	6/8/2018	CLAYTON T. NORRBOM
060818-20	6/8/2018	PAUL J. NORTON
060818-21	6/8/2018	BRENT K. OLSON
060818-22	6/8/2018	JAMES M. PALMER
060818-23	6/8/2018	GARY R. PETERSON
060818-24	6/8/2018	DOUGLAS W. PILANT
060818-25	6/8/2018	RONALD G. PIMENTEL
060818-26	6/8/2018	VERNON L. RESSLER
060818-27	6/8/2018	ROBERT W. RYAN
060818-28	6/8/2018	STEVE H. SCHWABE
060818-29	6/8/2018	KATHLEEN E. SCHWABE
060818-30	6/8/2018	MICHAEL P. THOMPSON
060818-31	6/8/2018	TABATHA R. WELCH
060818-32	6/8/2018	DAVID T. WHEELER
060818-33	6/8/2018	COLEEN A. WILLIAMS
062218-01	6/22/2018	DANIELL F. AMAYA
062218-02	6/22/2018	SYLVIE G. BALLANCE
062218-03	6/22/2018	LAURA M. BEELER
062218-04	6/22/2018	JEREMY J. BELLANTE
062218-05	6/22/2018	ERIN L. CLAWSON
062218-06	6/22/2018	JOHN P. CLINE
062218-07	6/22/2018	CLIFFORD R. DERRICK
062218-08	6/22/2018	RICHARD A. DIETZ
062218-09	6/22/2018	KARRI L. HOOKER
062218-10	6/22/2018	TOMMIE L. HUFFMAN
062218-11	6/22/2018	JAMES N. JETT
062218-12	6/22/2018	ROBERT R. KENNEY
062218-13	6/22/2018	MICHAEL J. LOWENSTEIN
062218-14	6/22/2018	JOHN C. MAGNANO
062218-15	6/22/2018	JESSE D. MARTIN
062218-16	6/22/2018	CHRISTOPHER A. MOTLEY
062218-17	6/22/2018	ALLAN G. NEWCOMB
062218-18	6/22/2018	SARAH J. NORRBOM
062218-19	6/22/2018	CLAYTON T. NORRBOM
062218-20	6/22/2018	PAUL J. NORTON
062218-21	6/22/2018	BRENT K. OLSON
062218-22	6/22/2018	JAMES M. PALMER
062218-23	6/22/2018	GARY R. PETERSON
062218-24	6/22/2018	DOUGLAS W. PILANT

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 6/1/2018 Through 6/30/2018

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
062218-25	6/22/2018	RONALD G. PIMENTEL
062218-26	6/22/2018	VERNON L. RESSLER
062218-27	6/22/2018	GWENDOLYN J. RUSSELL
062218-28	6/22/2018	ROBERT W. RYAN
062218-29	6/22/2018	STEVE H. SCHWABE
062218-30	6/22/2018	KATHLEEN E. SCHWABE
062218-31	6/22/2018	ROBERT E. SOUTHWICK
062218-32	6/22/2018	MICHAEL P. THOMPSON
062218-33	6/22/2018	TABATHA R. WELCH
062218-34	6/22/2018	DAVID T. WHEELER
062218-35	6/22/2018	COLEEN A. WILLIAMS
5216	6/8/2018	DONALD M. ANDERSON
5217	6/8/2018	CATHRYN L. BOND
5218	6/8/2018	JERRY D. BOND
5219	6/8/2018	JAMES P. BROWN
5220	6/8/2018	PEGGY PETERSON
5221	6/8/2018	LEONARD W. STITT
5222	6/8/2018	JOHN P. CLINE
5223	6/8/2018	ROBERT E. SOUTHWICK
5224	6/6/2018	HRA VEBA TRUST
5225	6/6/2018	PACIFIC SOURCE
5226	6/6/2018	UNITED FINANCE
5227	6/11/2018	TERRA L. BUCHANAN
5228	6/19/2018	SPECIAL DISTRICTS INS. SERVICE
5229	6/22/2018	DONALD M. ANDERSON
5230	6/22/2018	CATHRYN L. BOND
5231	6/22/2018	JERRY D. BOND
5232	6/22/2018	JAMES P. BROWN
5233	6/22/2018	PEGGY PETERSON
5234	6/22/2018	LEONARD W. STITT
5235	6/20/2018	Shriners Hospital for Children
5236	6/20/2018	AUTISM SOCIETY OF OREGON
5237	6/20/2018	ATU LOCAL #757
5238	6/30/2018	REGENCE BLUECROSS BLUESHIELD

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Tillamook County Transportation District


Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 6/1/2018 Through 6/30/2018

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4114	6/6/2018	147.75	City Of Tillamook	WATER & SEWER
4115	6/6/2018	388.00	North Coast Lawn	LAWN MAINTENANCE
4116	6/19/2018	35,294.60	ALDERBROOK & ASSOCIATES INC	lighting project
4116	6/19/2018	2,741.84	ALDERBROOK & ASSOCIATES INC	lighting project
4117	6/19/2018	364.07	Marie Mills Center, Inc	JANITORIAL OFFICE
4118	6/19/2018	<u>186.63</u>	CITY SANITARY SERVICE	garbage
Report Total		<u>39,122.89</u>		

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UMPQUA BANK: CLOSING DATE 6/25/2018			
Date	Vendor	Description of Transaction	Amount
DOUG PILANT			
6/4/2018	USPS	POSTAGE	\$ 100.00
6/6/2018	CHAMBER	PC CHAMBER	\$ 10.00
6/11/2018	PARKSIDE DINER	MEALS/MEETING W/JACKIE	\$ 37.50
6/11/2018	PARKSIDE DINER	MEALS/MEETING W/JUDY	\$ 35.00
6/15/2018	GARIBALDI PORTSIDE	MEALS/MEETING W/JUDY	\$ 35.00
6/18/2018	GRATEFUL BREAD	MEALS/MEETING W/MERRIANNE	\$ 31.40
6/21/2018	WERNER GOURMET	MEALS/MEETING W/MARTY	\$ 35.45
6/22/2018	PACIFIC RESTAURANT	MEALS/MEETING W/GARY	\$ 35.50
			\$ 319.85
CATHY BOND			
06/06/18	LABOR LAW	LABOR LAW POSTERS	\$ 37.95
06/06/18	ADOBE	SOFTWARE	\$ 24.99
06/07/18	IRON MOUNTAIN	SHREDDING	\$ 63.67
06/18/18	FIELDPRINT	BACKGROUND CHECKS	\$ 12.50
06/21/18	ALICE	TRAINING	\$ 10.00
06/21/18	FIELDPRINT	BACKGROUND CHECKS	\$ 12.50
06/21/18	FIELDPRINT	BACKGROUND CHECKS	\$ 12.50
			\$ 174.11
BRENT OLSON			
05/24/18	MTCPRO	FM PRO SOFTWARE	\$ 49.00
05/29/18	SUBWAY	MEALS/MEETING W/CHRIS MOTLEY	\$ 13.97
06/07/18	HITS THE SPOT CAFÉ	MEALS/DROP OFF BUS 32 W/MIKE	\$ 26.50
06/08/18	RED ROBIN	MEALS/PICK UP BUS 300 W/DANIELL	\$ 37.06
06/15/18	PIZZA HUT	MEALS/DISPATCH	\$ 40.37
06/25/18	MTCPRO	FM PRO SOFTWARE	\$ 49.00
			\$ 215.90
Charges total			\$ 709.86
Grand Total			\$ 709.86
APPROVAL 		DATE 7-9-18	

Visa Business Rewards
Rewards Center Activity as of 06/24/2018

Rewards Center Activity*	0
Rewards Center Balance	68,094

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	392	7,167
Gas, Restaurants & Telecom Double Points	635	4,183
Total Earned	1,027	11,350

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.

Account Security is very important to you and to us. 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
Purchases and Other Debits					
06/04	05/31	3814	USPS POSTAGE ENDICIA.C 800-576-3279 CA	\$100.00	_____
06/06	06/05	5784	PP*PCNVCHAMBER 402-935-2244 OR	\$10.00	_____
06/11	06/10	8828	PARKSIDE DINER GARIBALDI OR	\$37.50	_____
06/11	06/08	9758	PARKSIDE DINER GARIBALDI OR	\$35.00	_____
06/15	06/14	4278	GARIBALDI PORTSIDE GARIBALDI OR	\$35.00	_____
06/18	06/15	4971	GRATEFUL BREAD LLC PACIFIC CITY OR	\$31.40	_____
06/21	06/19	6779	WERNER GOURMET MEAT SN TILLAMOOK OR	\$35.45	_____
06/22	06/21	0076	PACIFIC RESTAURANT TILLAMOOK OR	\$35.50	_____
			Total for Account 808	\$319.85	

Transactions		BOND, CATHY		Credit Limit \$1500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/06	06/05	8940	LABOR LAW COMPLIANCE C 800-8010597 TX	\$37.95	_____
06/06	06/05	5393	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$24.99	_____
06/07	06/06	1805	IRON MOUNTAIN 800-934-3453 MA	\$63.67	_____
06/18	06/16	8887	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
06/21	06/19	2032	ALICE Training Institu 330-661-0106 OH	\$10.00	_____
06/21	06/20	2788	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
06/21	06/20	2614	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
			Total for Account:	2022	\$174.11

Transactions		OLSON, BRENT		Credit Limit \$3000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/24	05/23	9960	FS *www.mtcpro.com 877-3278914 CA	\$49.00	_____
05/29	05/25	2167	SUBWAY 00476218 SALEM OR	\$13.97	_____
06/07	06/06	2956	HITS THE SPOT CAFE NORTH PLAINS OR	\$26.50	_____
06/08	06/07	9260	RED ROBIN NO 87 HILLSBORO OR	\$37.06	_____
06/15	06/13	0014	PIZZA HUT #440 TILLAMOOK OR	\$40.37	_____
06/25	06/23	3037	FS *www.mtcpro.com 877-3278914 CA	\$49.00	_____
			Total for Account	2649	\$215.90

Transactions		BILLING ACCOUNT ACTIVITY			
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
06/07	06/07	8	PAYMENT THANK YOU	\$2,167.90	CR _____
			Total for Account 4	\$2,167.90	CR

2018 Totals Year-to-Date	
Total Fees Charged in 2018	\$0.80
Total Interest Charged in 2018	\$80.91

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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	13.99%	
**PURCHASES	\$709.86	\$0.00	YES	\$0.00	13.99%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	25.74%	

Contact Us

☎ Phone

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

❓ Questions

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



Mail payment coupon with a check

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



Online

myaccountaccess.com

End of Statement

TILLAMOOK CNTY TRANS

Get Connected

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

Visit "email.myaccountaccess.com" to enroll.

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

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Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

June 2018

RIDERSHIP BY SERVICE TYPE	JUNE 2018	JUNE 2017	YTD FY 17-18	YTD FY 16-17	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook/Central County	849	778	9,881	8,251	19.8%
NW Rides	572	520	6,959	6,232	11.7%
North County	8	191	2,015	2,832	-28.8%
South County	4	59	529	638	-17.1%
Dial-A-Ride Total	1,433	1,548	19,384	17,953	8.0%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	3,993	3,785	44,693	48,035	-7.0%
Rt 2: Netarts/Oceanside	704	740	8,697	8,891	-2.2%
Rt 3: Manzanita/Cannon Beach	3,211	3,281	36,846	38,449	-4.2%
Rt 4: Lincoln City	1,293	1,215	11,954	11,984	-0.3%
Local Fixed Rt Total	9,201	9,021	102,190	107,359	-4.8%
<u>Inter City Service</u>					
Rt 5: Portland	971	918	10,355	11,059	-6.4%
Rt 60X: Salem	931	572	7,294	5,856	24.6%
Rt 70X: Grand Ronde	517	0	3,754	0	#DIV/0!
Inter City Total	2,419	1,490	21,403	16,915	26.5%
<u>Other Services</u>					
Tripper Routes	174	133	2,451	2,406	1.9%
Special Bus Operations	20	123	808	517	56.3%
Other Services Total	194	256	3,259	2,923	11.5%
TOTAL ALL SERVICES	13,247	12,315	146,236	145,150	0.7%

ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 17-18	FY 16-17	Change
General (18 years to 60 years of age)	6,967	86	75,939	75,875	0.1%
Senior/Disabled	3,873	1,347	60,409	58,952	2.5%
Child/Youth (less than 18 years of age)	974	0	9,889	10,323	-4.2%
Total	11,814	1,433	146,236	145,150	0.7%

OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 17-18	FY 16-17	Change
Ride Connection	60		697	1,047	-33.4%
Tillamook Bay Community College	219		2,264	2,244	0.9%
Northwest Rides		540	6,387	5,712	11.8%
NWOTA Visitor Pass	87		1,109	1,167	-5.0%

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MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
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Dial-A-Ride Services

Jun-17	1.3	66.5%	56.41
Mar-18	1.3	58.1%	64.48
Apr-18	1.3	57.0%	64.86
May-18	1.3	59.2%	62.29
Jun-18	1.3	59.4%	61.72
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Jun-17	6.8	11.6%	66.15
Mar-18	6.2	9.6%	79.21
Apr-18	6.1	9.4%	71.90
May-18	6.1	9.7%	69.01
Jun-18	6.1	9.9%	67.72
STANDARD	7.0	12.4%	64.60

Intercity Services

Jun-17	2.9	30.4%	71.23
Mar-18	2.8	23.6%	81.21
Apr-18	2.8	22.9%	81.47
May-18	2.8	23.6%	78.52
Jun-18	2.9	23.1%	77.39
STANDARD	2.9	31.5%	72.86

Other Services

Jun-17	4.6	8.5%	54.37
Mar-18	5.2	8.0%	59.47
Apr-18	5.4	9.3%	60.36
May-18	5.6	9.7%	57.79
Jun-18	5.5	10.8%	57.01
STANDARD	6.9	10.7%	55.54

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, 60X Coastal Connector, 70X Salem/Grand Ronde

Other Services: Trippers and Special Bus Operations

QUARTERLY PERFORMANCE

Service Quarter	Passengers per Hour	Farebox Ratio	Operating Cost per Hour	Cost per Passenger
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Dial-A-Ride Services

Spring - 17	1.3	67.5%	56.34	44.94
Summer -17	1.3	58.3%	65.97	51.96
Fall - 17	1.2	61.9%	62.40	51.65
Winter - 18	1.3	58.1%	64.48	50.83
Spring - 18	1.3	59.4%	61.72	47.13
STANDARD	1.4	59.1%	55.82	39.83

Deviated Fixed Route Services

Spring - 17	6.8	11.6%	64.99	9.53
Summer -17	7.0	11.8%	71.46	10.19
Fall - 17	6.8	11.0%	68.71	10.17
Winter - 18	6.2	9.6%	71.54	11.54
Spring - 18	6.1	9.9%	67.72	11.07
STANDARD	6.7	12.2%	67.93	10.19

Intercity Services

Spring - 17	2.8	29.7%	72.54	25.46
Summer -17	3.2	33.4%	78.67	24.70
Fall - 17	2.9	29.7%	76.38	26.64
Winter - 18	2.8	23.6%	81.21	28.99
Spring - 18	2.9	23.1%	77.39	26.78
STANDARD	2.9	31.9%	74.93	25.92

Other Services

Spring - 17	6.1	10.7%	54.78	8.98
Summer -17	3.7	6.3%	61.83	16.61
Fall - 17	4.6	7.6%	57.68	12.47
Winter - 18	5.2	8.0%	59.49	11.35
Spring - 18	5.5	10.8%	57.01	10.33
STANDARD	11.6	28.9%	63.59	5.50

Tillamook County Transportation District
Actual FY 2017/2018

Year-to-Date Statistics and Performance

	Thru June 2018										6/13/2018					
Route/Run	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 (\$)
<u>Dial-A-Ride Service</u>																
Central DAR	74,512	9,881	4,551	5,676	73,571	44,021	170,415	10,285	54,898	279,619	61.45	2.2	26.6%	0.05	7.54	16.37
NW Rides	433,466	6,959	8,572	10,609	223,621	133,803	321,028	19,374	115,848	590,053	68.83	0.8	73.5%	0.04	62.29	50.57
North DAR	16,835	2,015	1,082	1,202	17,458	0	0	20,309	4,961	25,270	23.35	1.9	66.6%	0.24	8.35	15.56
South DAR	17,455	529	597	735	12,887	0	0	14,992	3,661	18,653	31.22	0.9	93.6%	0.44	33.00	29.22
Total DAR	542,267	19,384	14,803	18,222	327,537	177,824	491,444	64,960	179,368	913,595	61.72	1.3	59.4%	0.05	27.98	36.63
<u>Deviated Route</u>																
01 Town Loop	33,238	44,693	4,564	5,128	60,504	36,202	170,920	10,315	53,119	270,556	59.28	9.8	12.3%	0.19	0.74	7.28
02 Netarts/Oceanside	9,166	8,697	2,199	2,824	52,521	31,426	82,361	4,970	29,012	147,769	67.19	4.0	6.2%	0.06	1.05	4.17
03 Manzanita	46,577	36,846	5,842	6,635	157,728	94,376	218,776	13,203	79,728	406,083	69.51	6.3	11.5%	0.10	1.26	7.97
04 Lincoln City	22,971	11,954	4,110	4,765	140,423	84,021	153,896	9,288	60,391	307,596	74.85	2.9	7.5%	0.04	1.92	5.59
Total Deviated Route	111,952	102,190	16,715	19,351	411,176	246,025	625,954	37,776	222,250	1,132,005	67.72	6.1	9.9%	0.10	1.10	6.70
<u>Intercity</u>																
05 Portland	110,794	10,355	3,599	3,721	112,906	67,557	142,927	8,135	51,421	270,039	75.02	2.9	41.0%	0.07	10.70	30.78
60X Salem	14,977	7,294	2,758	3,420	106,452	63,695	109,508	6,233	42,313	221,749	80.41	2.6	6.8%	0.04	2.05	5.43
70X Grand Ronde	6,921	3,754	1,050	1,272	36,506	21,843	41,677	2,372	15,517	81,410	77.56	3.6	8.5%	0.05	1.84	6.59
Total Intercity	132,692	21,403	7,407	8,412	255,864	153,095	294,113	16,740	109,251	573,198	77.39	2.9	23.1%	0.05	6.20	17.91
<u>Other Services</u>																
Trippers	1,970	2,451	347	421	2,558	1,530	12,989	784	3,738	19,041	54.90	7.1	10.3%	0.14	0.80	5.68
Special Bus Operation	1,653	808	244	320	3,475	2,079	9,143	552	2,875	14,649	60.00	3.3	11.3%	0.06	2.05	6.77
Total Other Services	3,623	3,259	591	741	6,033	3,610	22,132	1,336	6,613	33,690	57.01	5.5	10.8%	0.11	1.11	6.13
Total TCTD Services	790,533	146,236	39,515	46,727	1,000,609	580,554	1,433,641	120,811	517,482	2,652,488	67.13	3.70	29.8%	0.08	5.41	20.01
										Total Mileage, Labor & Direct Cost		2,135,007		24.2%		

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

Year-Over-Year Comparison

Route/Run	Thru June 2018 17/18			Thru June 2018 16/17			Thru June 2018 17/18			Thru June 2018 16/17					
	Fare Revenue	Fare Amount	Percent Difference	Passngrs	Passngrs	Amount Difference	Percent Difference	Service Hours	Service Hours	Amount Difference	Percent Difference	Total Cost	Total Cost	Amount Difference	Percent Difference
<i>Dial-A-Ride Service</i>															
Central DAR	71,237	74,512	4.6%	8,251	9,881	1,630	19.8%	4,212	4,551	338	8.0%	249,119	279,619	30,501	12.2%
NW Rides	394,455	433,466	9.9%	6,232	6,959	727	11.7%	7,629	8,572	943	12.4%	514,574	590,053	75,479	14.7%
North DAR	38,554	16,835	-56.3%	2,832	2,015	-817	-28.8%	1,620	1,082	-538	-33.2%	22,148	25,270	3,122	14.1%
South DAR	26,995	17,455	-35.3%	638	529	-109	-17.1%	698	597	-101	-14.4%	12,960	18,653	5,693	43.9%
Total DAR	531,240	542,267	2.1%	17,953	19,384	1,431	8.0%	14,160	14,803	643	4.5%	798,800	913,595	114,795	14.4%
<i>Deviated Route</i>															
01 Town Loop	38,598	33,238	-13.9%	48,035	44,693	-3,342	-7.0%	4,578	4,564	-13	-0.3%	264,959	270,556	5,597	2.1%
02 Netarts/Oceanside	9,520	9,166	-3.7%	8,891	8,697	-194	-2.2%	2,003	2,199	196	9.8%	133,746	147,769	14,023	10.5%
03 Manzanita	49,358	46,577	-5.6%	38,449	36,846	-1,603	-4.2%	5,134	5,842	708	13.8%	350,280	406,083	55,803	15.9%
04 Lincoln City	22,926	22,971	0.2%	11,984	11,954	-30	-0.3%	4,028	4,110	82	2.0%	292,342	307,596	15,255	5.2%
Total Local Fixed Route	120,402	111,952	-7.0%	107,359	102,190	-5,169	-4.8%	15,742	16,715	973	6.2%	1,041,328	1,132,005	90,678	8.7%
<i>Intercity</i>															
05 Portland	117,088	110,794	-5.4%	11,059	10,355	-704	-6.4%	3,680	3,599	-81	-2.2%	256,976	270,039	13,063	5.1%
60X Salem	10,859	14,977	37.9%	5,856	7,294	1,438	24.6%	2,224	2,758	534	24.0%	163,544	221,749	58,205	35.6%
70X Grand Ronde	0	6,921	#DIV/0!	0	3,754	3,754	#DIV/0!	0	1,050	1,050	#DIV/0!	-1	81,410	81,411	#####
Total Intercity	127,947	132,692	3.7%	16,915	21,403	4,488	26.5%	5,904	7,407	1,503	25.5%	420,519	573,198	152,679	36.3%
<i>Other Services</i>															
Trippers	2,058	1,970	-4.3%	2,406	2,451	45	1.9%	515	347	-169	-32.7%	26,926	19,041	-7,885	-29.3%
Special Bus Operation	857	1,653	92.8%	517	808	291	56.3%	119	244	126	105.9%	7,542	14,649	7,107	94.2%
Total Other Services	2,915	3,623	24.3%	2,923	3,259	336	11.5%	634	591	-43	-6.8%	34,468	33,690	-778	-2.3%
Total TCTD Services	782,505	790,533	1.0%	145,150	146,236	1,086	0.7%	36,440	39,515	3,075	8.4%	2,295,115	2,652,488	357,373	15.6%

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

Year to Date Performance Comparison

Route/Run	Thru June 2018 16/17			Thru June 2018 17/18			Thru June 2018 16/17			Thru June 2018 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
<i>Dial-A-Ride Service</i>														
Central DAR	59.14	61.45	2.30	2.0	2.2	0.2	28.6%	26.6%	-1.9%	8.63	7.54	-1.09	-12.7%	-12.7%
NW Rides	67.45	68.83	1.38	0.8	0.8	0.0	0.6%	73.5%	-3.2%	63.30	62.29	-1.01	-1.6%	-1.6%
North DAR	13.67	23.35	9.68	1.7	1.9	0.1	6.5%	66.6%	-107.5%	13.61	8.35	-5.26	-38.6%	-38.6%
South DAR	18.57	31.22	12.66	0.9	0.9	0.0	-3.1%	208.3%	-114.7%	42.31	33.00	-9.32	-22.0%	-22.0%
Total DAR	56.41	61.72	5.30	1.3	1.3	0.0	3.3%	66.5%	-7.1%	29.59	27.98	-1.62	-5.5%	-5.5%
<i>Deviated Route</i>														
01 Town Loop	57.88	59.28	1.40	10.5	9.8	-0.7	-6.7%	14.6%	-2.3%	0.80	0.74	-0.06	-7.4%	-7.4%
02 Neartars/Oceanside	66.77	67.19	0.42	4.4	4.0	-0.5	-10.9%	7.1%	-0.9%	1.07	1.05	-0.02	-1.6%	-1.6%
03 Manzanita	68.23	69.51	1.28	7.5	6.3	-1.2	-15.8%	14.1%	-2.6%	1.28	1.26	-0.02	-1.5%	-1.5%
04 Lincoln City	72.58	74.85	2.27	3.0	2.9	-0.1	-2.2%	7.8%	-0.4%	1.91	1.92	0.01	0.4%	0.4%
Total Deviated Route	66.15	67.72	1.58	6.8	6.1	-0.7	-10.4%	11.6%	-1.7%	1.12	1.10	-0.03	-2.3%	-2.3%
<i>Intercity</i>														
05 Portland	69.83	75.02	5.19	3.0	2.9	-0.1	-4.3%	45.6%	-4.5%	10.59	10.70	0.11	1.1%	1.1%
60X Salem	73.54	80.41	6.87	2.6	2.6	0.0	0.4%	6.6%	0.1%	1.85	2.05	0.20	10.7%	10.7%
70X Grand Ronde	#DIV/0!	77.56	#DIV/0!	#DIV/0!	3.6	#DIV/0!	#DIV/0!	0.0%	8.5%	#DIV/0!	1.84	#DIV/0!	#DIV/0!	#DIV/0!
Total Intercity	71.23	77.39	6.16	2.9	2.9	0.0	0.9%	30.4%	-7.3%	7.56	6.20	-1.36	-18.0%	-18.0%
<i>Other Services</i>														
Trippers	52.24	54.90	2.65	4.7	7.1	2.4	51.4%	7.6%	10.3%	0.86	0.80	-0.05	-6.0%	-6.0%
Special Bus Operation	63.61	60.00	-3.61	4.4	3.3	-1.1	-24.1%	11.4%	-0.1%	1.66	2.05	0.39	23.4%	23.4%
Total Other Services	54.37	57.01	2.64	4.6	5.5	0.9	19.6%	8.5%	10.8%	1.00	1.11	0.11	11.5%	11.5%
Total Other Services	62.98	67.13	4.14	4.0	3.7	-0.3	-7.1%	34.1%	-4.3%	5.39	5.41	0.01	0.3%	0.3%

Comparison	YTD Through June 2018		
	FY16/17	FY17/18	Difference
Description	Amount	Percent	Difference
Mileage	865,342	1,000,609	135,267
Mileage Based Costs	454,754	580,554	125,800
Hourly Based Costs	1,318,318	1,433,641	115,324
Direct Costs	494,498	517,482	22,983
Overhead Costs	-	-	-
Total Costs	2,267,570	2,531,677	264,107

Special Bus Operation Calculation Cost		Hourly Rate Calculation:	
Cost per mile calculation:	Actual	Plus 10% Profit	Actual Hourly Rate
Minivan	45.8%	Overhead	\$ 30.68
Small Bus	Overhead	Plus Direct Costs	4.6%
Coach	Actual	Hourly Rate	\$ 32.08
		Plus Overhead	24.2%
		Hourly Rate	\$ 39.85
		Plus Profit	20.0%
			\$ 47.82

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nwCONNECTOR

Coordinating Committee Meeting

July 13, 2018

Tillamook County Transportation District

3600 3rd St

Tillamook, OR

10:00 am—3:00 pm

Teleconference Information

866/755-7677

Pin # 005939

Agenda

10:00— 10:05a	1. Introductions. Welcome to Guests	Doug Pilant
10:05— 10:15a	2. Consent Calendar (Action Items) <ul style="list-style-type: none"> ✚ June 8, 2018 Meeting Minutes (attached) ✚ June 2018 Financial Report ✚ Ridership Tracking (May 2018) 	Doug Pilant
10:15— 10:45	3. Pedestrian Access Study Update	Ken Shonkwiler Ryan Farnworth
10:45— 11:00	4. Hwy 101 Bike Study Update	Ken Shonkwiler
11:00— 12:00p	5. NWOTA Standing Items <ul style="list-style-type: none"> ✚ IGA ✚ NWConnector Newsletter, NW Oregon Events ✚ Potential addition of Bike and Ride Information on Website (Trinity Transit info attached) ✚ Marketing: 800 Number? ✚ PSU Cascadia Connect Final Report ✚ Signage Update (Incorporating new NWConnector logo) 	All All Mary McArthur Mary McArthur Jeff Hazen Doug Pilant
12:00— 12:30p	6. Lunch	
1:00— 2:00p	7. Other Business and Member Updates	All

Attachments:

June 8, 2018 Meeting Minutes

July BikePortland.org Banner

June Meeting Follow-Up To Do List Progress

Trinity Transit Information

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.

www.nwconnector.net



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NW Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes
June 8, 2018
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees included:

- Cynda Bruce—Lincoln County Transportation
- Lee Lazaro—Benton County Transit
- Paul Lewicki—Sunset Empire Transit District
- Doug Pilant—Tillamook County Transportation
- Todd Wood—Columbia County Rider
- Arla Miller—ODOT
- Holly Kvalheim—Trillium

Excused: Jeff Hazen, Mark Bernard

2. Consent Calendar: Unanimously approved. (LL/CB)

- ✦ May 11, 2018 Meeting Minutes—Two corrections: Portland and Coastal Connector route numbers are 6 and 60X respectively. Agenda Item 4. Standing Items, IGA, should read Lincoln County counsel found a couple of typos.
- ✦ May 2018 Financial Report—Doug reviewed. No new revenues or expenses occurred over the past month.
- ✦ Partner Budgets—Tillamook Budget Committee recommended the proposed NWOTA budget be included in the overall TCTD 2018—2019 FY Budget. The other partners expect the NWOTA budget amount to be approved.
- ✦ Ridership Tracking—Mary provided the ridership numbers January—April: 63,065 riders year to date, and 2.1 million passenger miles. With the changes in routes and more fuel-efficient buses, the original assumptions used to estimate average trip length for Connector routes is no longer accurate. Partners reviewed the routes and made several changes. **Mary** will send out an updated methodology for the partners to review, and then will work with Carol to update the Performance calculations. The partners concurred that Carol should bill NWOTA for her time.

3. NWOTA Standing Items

- ✦ IGA. Todd checked with Columbia County Counsel, Robyn, and she said she sent out to all the partner legal counsels but hasn't heard back. Columbia County fine with it, but doesn't want to approve until assured that all partner legal counsels are on board. Particularly Lincoln and Benton counties. Cynda and Doug will try to get approved this month. **Mary** to send out a revised Signature Page with Tillamook County Transportation District's signatory changed to Board Chair.
- ✦ Signage. Doug showed a couple of mock-ups, and there was unanimous agreement on one sign design
- ✦ Website—Holly reported that Trillium has finished the newsletter sign up form and are still filling out the events list and adding to the NW Connector calendar. They are working on the calendar, adding trip ideas and forms for capturing and automatically filling into the calendar. Will have the calendar wrapped up by June 30
- ✦ Marketing. Mary reported that the Boomer and BikePortland advertising has been confirmed, with the NW Connector ad to start in the Boomer July Travel Insert and on the BikePortland website. The Boomer monthly ads will run August through October. BikePortland will run July—September. **Needed** are stories and information to include in both the Boomer and on the

BikePortland website. Mary reviewed the following suggestions for the BikePortland boost advertising:

- Availability of 3- and 7-day bus passes. One round trip Portland/Coast and unlimited bus rides from Astoria to Yachats. Use the bus as a back-up ride.
- Marathon bike ride over to the Coast and ride the bus back
- Go to the NWConnector website to Explore Trip Ideas
- Ride the bus to the Tillamook Forestry Center, check it out, and then bike ride the last 24 miles to the Coast
- All buses equipped with bike racks, storage for bike/back packs
- Coordinate with the NWConnector to transport your bike

Eventually it might be an option for the NWConnector to transport bicycle groups. But before that can happen, need to understand requirements of hauling trailers behind buses. None of the NWOTA partners currently have trailers.

Visit Tillamook Coast received funding to develop a North Coast Food Trail featuring food, farm, fish and forage from Cannon Beach to Lincoln City. Nan Devlin is coordinating and Doug is involved.

ODOT is conducting a Bike Hwy 101 study, which Ken Shonkwiler is managing. **July** agenda: Updates on both the bike study and pedestrian access study.

- ✚ Management Plan—Mary handed out an updated Management Work Plan, adding two new tasks to Goal 1: Improve Rider Access and Convenience. 1F Establish system-wide real-time bus tracking, using GPS technology. 1G Establish a Bike/Rider program including travel services and amenities for riders looking to transport their bicycles. Discussion:

Benton County Special Transportation Advisory Committee has approved forwarding NWOTA's Management Plan to the Board of County Commissioners for adoption. TCTD's Commission has approved.

Change 1F to read "Technology enhancements", real time bus information, behind-the-scenes technology, GPS, electronic ticketing.

Accommodating bikes is a challenge, so how deal with that could be included in management plan.

Need to add something about supporting low-income populations, perhaps in Goal 5, eg, Increase utilization of the NWConnector system by low income riders: Reduced fares, identifying routes with low-income ridership.

Add signage to Marketing activities

Working with Tribes, adding as advisory members. Tribal members are really spread out.

Identifying routes with low-income ridership

Combining meetings (STIF, NWOTA)

Not enough housing in region for service workers, issue getting to/from work, inland to employment along the Coast. Target programs to these populations, and serve a need for the business community as well.

Look at last mile trips, may be more cost effective to do Dial-a-Ride.

Shelters: May consider advertising on shelters, or sponsored by "x"

4. NWConnector Build Application—Partners agreed that it was premature to seek funding for additional buses, that NWOTA will have a more competitive ask once an additional year of performance tracking has been done.

5. Member Updates

- ✦ Arla—getting up to speed on STIF.
- ✦ Cynda—Waiting for meetings and webinars before start Lincoln county's STIF process. Thanks to Lee for information he has been sending out. Had a head-on collision this week. Fortunately, no serious injuries, staff very ably went through the post accident procedures. Moving forward on Swiftly, need to look to see whether can sole source. Expect to get budget adopted this month.
- ✦ Paul—Demonstrated Swiftly to drivers and customer service reps. Full roll-out mid-month with public information. Bus stop codes are also going on the website (Tillamook's already are.) Walmart is opening next week, and will be hiring over 200 people, with a lot of apartments going up, which will affect SETD scheduling. Waiting for 2 new buses, which will need to get new hardware included. Budget is ready for Board approval. Sunset is going to a single fare, \$1 ride. Reducing the number of different passes. Changed compensation from merit base to step basis for drivers.
- ✦ Todd—End of week two. Welcome aboard.
- ✦ Lee—Working on STIF. Handed a copy of the ad for the new advisory committee. Also working on the formula. Will be going out to the various city councils to get them up to speed on the STIF. In the middle of Benton County Transportation System Plan, and a list of transit projects, which will also feed into the STIP. Chair of Linn-Benton loop committee and developing a system development plan that will expand the loop's capacity.
- ✦ Doug—Developing version 2 of the Pacific City shuttle which will include a marketing campaign this year and new signage. Will operate a 30 minute loop on weekends in July and August. New visitor center at the Creamery opens later this month. Have bought a small bus for the parking lot which has replaced the par 3 golf course. TCTD may be providing a bus driver. Got the budget done with one meeting. Last year experienced significant driver shortages, which meant paying considerable overtime. Tillamook Family Counseling is moving into the building.

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

Tillamook County Transportation District
Financial Statement - Unposted Transactions Included In Report
From 6/1/2018 Through 6/30/2018

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	Bdgt .91%
Resources						
Working Capital	3500	0.00	0.00	30,000.00	(30,000.00)	0.00%
NWOTA Partner Cont. Match	4225	0.00	57,120.00	57,120.00	0.00	100.00%
Grants - 5311 (f)	4240	0.00	23,752.00	30,600.00	(6,848.00)	77.62%
Transfer From General Fund	4911	0.00	14,280.00	14,280.00	0.00	100.00%
Transfer from STF Fund	4916	0.00	79,205.00	90,000.00	(10,795.00)	88.00%
Total Resources		<u>2,550.00</u>	<u>174,357.00</u>	<u>222,000.00</u>	<u>(47,643.00)</u>	<u>78.54%</u>
Expenses						
Materials and Services						
Professional Services	5100	0.00	0.00	21,000.00	21,000.00	0.00%
Administrative Support	5101	6,956.18	21,507.44	25,000.00	3,492.56	86.02%
Website Maintenance	5102	5,280.00	32,519.00	95,000.00	62,481.00	34.23%
Marketing	5190	590.00	31,287.87	28,250.00	(3,037.87)	110.75%
Travel & Training	5220	0.00	0.00	5,000.00	5,000.00	0.00%
Total Materials and Services		<u>12,826.18</u>	<u>85,314.31</u>	<u>174,250.00</u>	<u>88,935.69</u>	<u>48.96%</u>
Transfers						
Transfer to General Fund	9130	0.00	4,005.00	13,000.00	8,995.00	30.80%
Reserve for Future Expenditure	9175	0.00	0.00	34,750.00	34,750.00	0.00%
Total Transfers		<u>0.00</u>	<u>4,005.00</u>	<u>47,750.00</u>	<u>43,745.00</u>	<u>8.39%</u>
Total Expenses		<u>12,826.18</u>	<u>89,319.31</u>	<u>222,000.00</u>	<u>132,680.69</u>	<u>40.23%</u>

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NWOTA Action Items
June 27, 2018

	Action Items	Assignments	Progress
<input type="checkbox"/>	<p><u>IGA</u>—Get approved by each partner commission/board. Only changes to the Amended and Restated IGA that was reviewed by all legal counsel are:</p> <ul style="list-style-type: none"> ▪ Page 2, 2. Definitions, B—Added “4” after the word “Section.” ▪ Page 5, 11. Ownership, Duration, Withdrawal and Termination, A. Ownership, added the sentence: “Each partner owns the NWOTA website code in its entirety jointly and severally.” ▪ Page 7, Signature page, corrected typos to Sunset Empire Transportation District and Tillamook County Transportation District names, deleted Approved as to Form for Sunset Empire Transportation District and Tillamook County Transportation District. ▪ Added “April 2018” to the footer line. ▪ Fixed TCTD Signing page to read Board Chair, edited words on pg 7 to read, “Signature Pages Follow” 	<p>All Partners</p> <p>(Attached file, v-7)</p> <p>(Attached file, v-8)</p>	<p>4/16 Email out 5/1 Emailed out</p> <p>Lincoln Co and TCTD are going to take to Commissions</p>
<input type="checkbox"/>	<u>FY 2018—2019 Budget</u> —Get approved by each partner commission/board.	All Partners	4/17 Benton ✓ TCTD ✓
<input type="checkbox"/>	<u>Trillium/Website Newsletter</u> Get events over to Holly	Mary Mc Holly to get list of events to partners Complete Website Newsletter	Completed Completed
<input type="checkbox"/>	<u>NWConnector FY 17-19 Marketing</u> —Schedule up to \$5,000 in Boomer, other advertising	Mary Mc coordinate with partners	Advertising scheduled for July—October
<input type="checkbox"/>	<u>Boomer NW Connector Stories</u> —Explore getting stories included about NWConnector riders in publications	Needed—Stories to put into Boomer publication	All partners
<input type="checkbox"/>	<u>STIF Briefing Materials</u> —Partners brief boards/commissions	Lee to send out materials he has developed	Sent out 4/13 ✓
<input type="checkbox"/>	<u>Management Plan</u> Add Bike Amenities and Technology Enhancements to Management Plan Add to Goal 5 Enhance Community Livability—Addressing low income and marginalized populations	Lee to send out materials he has developed Mary Mc draft	Sent out 4/13 ✓ July Meeting Agenda
<input type="checkbox"/>	<u>NW Connector Ridership</u>		

	Action Items	Assignments	Progress
	May Ridership Update performance methodology assumptions Combine 2 Grand Ronde Tillamook routes, add to methodology assumptions	All partners Revised attached Doug	Partners review, update
<input type="checkbox"/>	<u>Bike Portland Website/Advertising</u> Potentially free pass for a bicyclist to ride and write up her/his story. List of ideas for boost notices	Mary Mc	Advertising set for July—September Sent in list of ideas
<input type="checkbox"/>	<u>Trinity Transit Bike and Ride Info</u>	Mary Mc	Include in July Meeting packet
<input type="checkbox"/>	Signage—Update with new NW Connector logo	Doug	July Meeting agenda
<input type="checkbox"/>	ODOT Hwy 101 Bike Study	Ken Shonkwiler	July Meeting agenda
<input type="checkbox"/>	Pedestrian Access Study—Update	Ryan/Ken	July Meeting agenda
<input type="checkbox"/>	PSU Cascadia Connect Final Report	Jeff H	July Meeting agenda



Travel

YOUR NEXT ADVENTURE IS JUST AROUND THE CORNER



Beach bound

The NW Connector gives people an easy travel option to driving to the Coast or driving Hwy. 101 along the Coast. Short stay or long stay, the NW Connector is available as it operates buses seven days a week, and connects to Tri-Met, Amtrak and Greyhound.

Riders can leave the Willamette Valley from Portland, Salem or Corvallis to get to the Coast. Once on the Coast they are able to ride from Astoria to Yachats with stops in seven cities along the way. Bus drivers are local, friend-

ly and accessible to answer questions. To encourage people to ride the NW Connector, riders can purchase a three-day (\$25) or seven-day (\$30) pass from the bus driver which gives them one round trip to and from the coast and unlimited travel at the Coast. It's a great deal!

How do you ride the NW Connector? First, visit NW-Connector.org. Once you're there, it's easy.

A map shows the different routes, and a Plan Your Trip tab is displayed on the front page. ➔

Vacation rentals



"We stayed at her beautiful home in Sisters when we attended the Sisters Folk Festival. It is an amazing large custom log home on 2 acres surrounded by pine and aspen trees!"

Jo Schechter

We are excited to unveil our newly re-branded company, Rocking CR Vacation Rentals, along with our completely re-designed website. Located in Central Oregon, we have three unique home rentals in Bend, Sisters and Tumalo, each offering incredible access to everything Central Oregon has to offer.

Our goal has always been to "provide our customers with great value, cozy, comfortable accommodations in unique settings with a personal touch." We stock your vacation home

just like we do our own, so you feel at home. Our homes are pet friendly (with a fee) and non-smoking. We invite you to visit RockingCRvacationRentals.com and make

a reservation today. No extra fees, only nightly rental, cleaning and tax. Mention our ad and get a 10 percent launch promotion discount. ➔

Save the Date

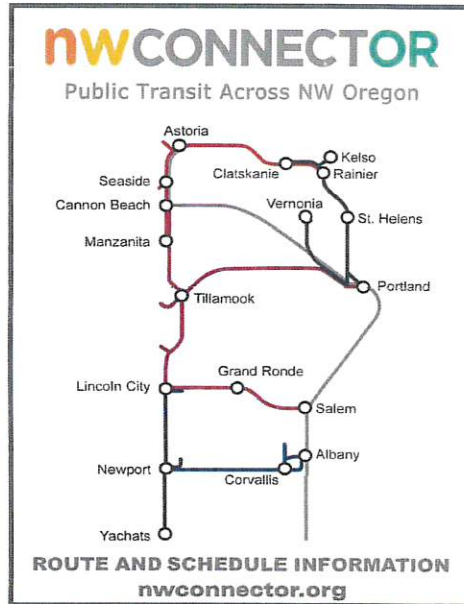


Save This Date
Bay City's Pearl Music Festival
 Summer End Celebration
Sat. Aug 25th, 2018 10 am to 10 pm
Al Griffin Memorial Park

For more information contact Jody Daily, Bay City Boosters President
jodydesign@hotmail.com • 503-931-9721

The Bay City Booster Club invites you to visit our beautiful city on Tillamook Bay for the Pearl Music Festival, Saturday, Aug. 25 at Al Griffin Memorial Park. The event will feature a car show, antiques, hobbies and craft sales, food and live entertainment. Proceeds from this event will benefit local children's programs and our annual Bay City Christmas lighting.

Visit us on Facebook, or contact Jody Daily at 503 931-9721 or send an email to jodydesign@hotmail.com.



Take a scenic ride through Oregon

The only book on Oregon's covered bridges that has them all...51 in total...in 8x10 color!

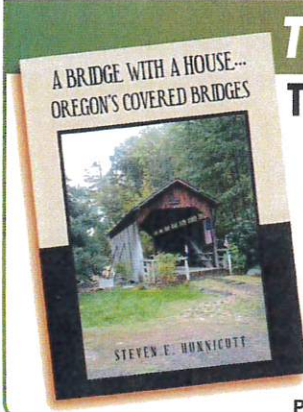
3 books in one:

- ✓ Coffee table book
- ✓ Great travel book
- ✓ A great gift

Beautiful color photos of all the bridges (taken by the author), a brief description of each bridge and its history and directions to find each bridge.

Enjoy the journey!

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BikePortland.org
To inform and inspire

The Latest Calendar Support Us About Advertise    

Classic **SEPT. 8-15, 2018**
The Wallows Pendleton Round-Up 

- A cycling signal booster since 2005-
- Named Best of Portland
in Willamette Week
Reader's Poll 2016 & 2017

Tram opens ahead of schedule on Monday as Springwater closure begins

By Jonathan Maus (Publisher/Editor) on July 6th, 2018 at 1:37 pm

Good news for those of you who rely on the [Portland Aerial Tram](#) to get from the South Waterfront up to Marquam Hill: It will re-open on July 9th — that's 21 days ahead of [schedule](#).

The Tram announced the change of plans today:

"Members of the repair team worked 20 hours a day in two shifts, employed innovative repair techniques and also enjoyed the benefit of excellent weather. This combination of factors led to the scheduled track rope maintenance work being completed in 16 days instead of the originally scheduled five weeks."



**PORTLAND
AERIAL TRAM**

nwCONNECTOR
PUBLIC TRANSIT ACROSS NW OREGON



We represent injured bicyclists and pedestrians
- Free legal clinic details here -

Subscriber Login

[Register](#) | [Reset Password](#)

Username

Password

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“Bike and Ride”

[Home](#) » “Bike And Ride”

All Trinity Transit buses are equipped with bike racks. Passengers are responsible for loading, securing and unloading their bicycle. Please be prepared to load and unload bicycles quickly. Below we have listed four easy steps to safely load your bike on the bike rack. If you have questions about loading your bicycle, please ask the drivers.



1. When the bus comes to a complete stop, signal the driver to let him/her know that you will be loading a bike.



2. Approach the bus from the curb and lower the rack towards you by squeezing the center lever with one hand while supporting the bike with the other hand.



3. After lowering the rack, place the bike into one of the wheel wells. The rack only contacts the tires. Wheel wells are completely independent of each other.



4. After the bike is securely in place within the wheel well, pull the support arm →Out & Up over your front tire all the way to the bike frame, then allow support arm to lower and lock wheel in place.

Unloading your bike:

When the bus approaches the stop, inform the driver that you will be removing your bike. Approach the front of the bus from the curbside. Raise the support arm off the bike tire. When the support arm is off, lift the bike out of the wheel well. Once the bike is out of the wheel well, fold up the rack if no other bikes are on the rack.

Please Note:

Trinity Transit provides bike racks as a convenience for its passengers. Trinity Transit is not responsible for theft or loss of bikes, damages incurred to the bike while on the transit system or at bus stops. Trinity Transit is not responsible for damages to the bike nor injuries to the rider during loading or unloading of a bike. Riders are responsible for any damages and/or injuries to third parties caused by the rider or bike while the bike is being loaded or unloaded. Passengers are responsible for correctly securing their bikes on the bike rack.

CAPE KIWANDA MASTER PLAN FOR TOURISM-RELATED FACILITIES

NEXT STEP(S) AS OF 6/27/2018

PHASE 1 (2017 - 2018)

	COST	POTENTIAL \$\$	LEAD	NEXT STEP(S) AS OF 6/27/2018
<p>1) Require a Fee to Park in County Parking Lots</p>	<p>\$75,000 start-up \$20,000 annual</p>	<p>OPRD, Co. Parks</p>	<p>Parks - Del & Joanne</p>	<ul style="list-style-type: none"> • Has been merged with Parking Management Plan, which is in process • Continue to explore funding sources • Parking survey in July, town hall in September, final plan in December • Public Works & OSU partnering to create and install green guide signs at south entrance of PC to north of CK parking lot • Jeff to explore the "parking ambassador" strategy, contact local businesses, consider funding (grants, local improvement district, businesses) • Susan to contact Clackamas County Parks about using high school students as parking ambassadors • Chris to schedule a sweep of the CK parking lot and Jeff will assist with funding • PW to connect with Nan about VTC wayfinding signage collaboration • NVCA to make larger overflow signs and continue to own the operational aspects • Consider any effects of fees on boaters/reduction in boater parking upon Marine Board funding to Parks • Potential strategies on hold - "How to Park" resource; driveway share program; motorcycle/compact vehicle parking; parking enforcement; reconfigure off-street parking (Not interested in a drop-off/pick-up area due to clustering)
<p>2) Parking Management Plan (PMP)</p>	<p>\$60,767</p>	<p>TLT, Pelican</p>	<p>Rachel & PAC</p>	
<p>3) Trash Compactor & Recycling Program at CK Lot</p>	<p>\$30,000</p>	<p>OPRD, TLT</p>	<p>Parks - Del & Joanne</p>	<ul style="list-style-type: none"> • On hold until Parking Management Plan completed • Increased dumpsters to 3 (2 by restrooms; 1 by launch) • Del to continue researching options • Chris to follow up with David McCall about the location of existing recycling center at CK lot (consider moving it away from "view shed"; currently taking up an ADA space)
<p>4) New Restrooms at CK Lot</p>	<p>\$200,000</p>	<p>OPRD, TLT</p>	<p>Parks - Del & Joanne</p>	<ul style="list-style-type: none"> • On hold until Parking Management Plan completed

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CAPE KIWANDA MASTER PLAN FOR TOURISM-RELATED FACILITIES

NEXT STEP(S) AS OF 6/27/2018

PHASE 2 (2019 - 2021)

COST	POTENTIAL \$\$	LEAD	NEXT STEP(S) AS OF 6/27/2018
1) CK Drive Pedestrian, Bicycle, & Roadway Imp.	\$1.5 - 2 million	Public Works - Chris	<ul style="list-style-type: none"> • Extending multi-modal path to Bob Straub State Park is desired • Monitor availability of grant & TLT funds (potential TLT grant round in the Fall) • When funding becomes available, Chris and Rachel will work on RFP for engineering and design services (scope of work to extend path into town)
2) Parking Shuttle	\$150,000 infrastructure \$60,000 annual	Transportation - Doug	<ul style="list-style-type: none"> • Summer 2017 pilot program was a success, so shuttle services will continue in summer 2018 on weekends only from 6/30/18 through 9/2/18 (Sat 9:00 am to 8:45 pm; Sun 9:00 am to 6:30 pm); shuttle can carry bikes and surfboards; free • 20 minute loops between Thousand Trails RV Park (they authorized parking) and Chesters Market (goes to Bob Straub State Park on Saturdays only); there is signage and people can flag the shuttle • Flyers have been created and distributed to hotels; presentation was given to Chamber; continue to raise awareness • Susan to distribute flyer to the group • Sarah to include flyer in Community Development short-term rental renewal notices, distribute to property owners via email, and post on CD website • Jeff to make copies of flyer and circulate • Consider any effects of fees on boaters/reduction in boater parking upon Marine Board funding to Parks • Continue to collect data on usage and recruit qualified bus drivers • Connect with Nan to get included in the VTC wayside signage project
3) New Restrooms at Turnaround Lot	\$100,000	TBD	<ul style="list-style-type: none"> • On hold in general

PHASE 3 (2022 - 2027)

1) Relocate Webb Park / Construct New Parking Lot	\$3 million	Co. Parks, Various	On hold until Parking Management Plan completed
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3

CAPE KIWANDA MASTER PLAN FOR TOURISM-RELATED FACILITIES

NEXT STEP(S) AS OF 6/27/2018

ADDENDA

	COST	POTENTIAL \$\$	LEAD	NEXT STEP(S) AS OF 6/27/2018
1) Port a Potty	TBD	TBD	Parks - Del & Joanne	<ul style="list-style-type: none"> • Continue to determine other sources of funding because TLW will not fund due to Microsoft contract terms and TLT cannot fund temporary facilities like port a potties • Parks added 3 bathroom signs (county not VTC wayfinding)
2) Close Beach to Non-Dory Vehicular Access	TBD	TBD	Parks - Del & Joanne	<ul style="list-style-type: none"> • On hold in general • State Parks to investigate the possibility of County charging CK ramp fee or parking lot entrance fee • Continue to gather information on a legislative fix • Consider any effects of fees on boaters/reduction in boater parking upon Marine Board funding to Parks

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Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, June 21, 2018 – 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 7:00pm
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Judy Riggs, Board Chair
Marty Holm, Vice Chair
Gary Hanenkrat, Treasurer
Jim Huffman, Secretary
Jackie Edwards, Director
Merrienne Hoffman, Director
Melissa Carlson-Swanson, Director

TCTD Staff

Doug Pilant, General Manager
Brent Olson, Superintendent
Tabatha Welch, Accounting Specialist
Cathy Bond, HR Specialist/Board Clerk

Absent

None.

Guest

San SunOwen, Care Oregon & Columbia Pacific CCO

4. Announcements and Changes to Agenda: There were (2) additions to the Agenda:
1) Motion to Authorize GM to Execute Agreement to Operate Shuttle Bus Service between TCTD and TCCA; and 2) Motion to Authorize GM to Execute Letter of Intent between TCTD and CareOregon to Establish a NEMT Brokerage Call Center.
5. Public & Guest Comments: None.
6. Executive Session: None.

****Public Budget Hearing** 7:01pm**

There were no comments or concerns regarding the FY18-19 Budget. Meeting closed at 7:01pm

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.

The matter of the Motion to Authorize GM to Execute Letter of Intent between TCTD and CareOregon to "Establish a NEMT Brokerage Call Center" was moved up in the meeting in order for San SunOwen to be available for questions from the Board.

GM Doug Pilant discussed item with Board. Director Holm asked the length of the contract. Ms. SunOwen stated the contract doesn't need a term end date, general revisits and renews annually unless the parties agree otherwise. It allows both parties an opportunity to modify as needed. Director Holm asked why CareOregon was moving quickly to put an agency in place. Ms. SunOwen explained that the current brokerage gave notice to terminate service end of April. CareOregon requested an extension and current brokerage agreed to end of July. There must be another brokerage in place by August 1st. If the District doesn't approve, CareOregon has received proposals from three other private companies who are interested in taking over the brokerage. However, another company would take the business out of the area and potentially have an impact on the level of service. TCTD is the preferred option because it understands the local needs of the clients and NEMT transportation providers. Director Holm asked how many positions this opportunity would create. GM Doug Pilant stated this would create 7 full-time positions with benefits. Director Huffman asked what the revenue options were for the District. GM Doug Pilant stated that CareOregon will consider assisting with startup expenses and will have a profit sharing opportunity. The brokerage will be set up as an Enterprise fund, with a separate bank account to track finances. Director Huffman asked if CareOregon will assist with transition. Ms. SunOwen stated she would be our representative and will be fully available for any needs of the District during transition and in the future. She also agreed to attend board meeting upon the request of the Board. She noted that CareOregon is also willing to assist with funding needed to launch startup and will work with GM Doug Pilant to determine what is and will be needed. Board Chair Riggs asked how much the Ecolane module will cost. GM Doug Pilant stated he was waiting on the quote, but estimated \$100-150k. The total cost will be determined by the number of vehicles being managed by the brokerage.

Motion by Director Hoffman to Authorize GM to Execute Letter of Intent between TCTD and CareOregon to Establish a NEMT Brokerage Call Center. *Motion Seconded* by Director Holm. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman,
Huffman, Carlson-Swanson
and Board Chair Judy Riggs.

REPORTS

7. Information: General Managers Report:

- a. Financial Report: GM Doug Pilant reviewed the May 2018 financial reports. District is 91% through the Fiscal Year. Line Item 4400 should be a credit from the insurance of just over 10% for all the requirements from SDIS.
- b. Service Measure Performance Report: YTD Ridership overall has increased 0.1% change over the previous year. The YTD passengers per hour are -7.4%, the cost per trip was +16.3% while the cost per hour was +7.6%, and the fare box return was -12.3%. Director Holm asked about Route 3 decrease. How

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- much of it is related to change of schedule or in general. GM Doug Pilant stated it is down across the board. He can do a month to month comparison if that would gain a clearer picture if the impact is due to the schedule change from January 2018. He will provide the information at the next board meeting. Director Huffman asked if the gas prices impact ridership? GM Doug Pilant stated a better economy to afford private vehicles can have an impact.
- c. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board. Director Huffman asked if Yamhill is considering joining NWOTA? GM Doug Pilant stated NWOTA would like to add them to the program because of their connections; however, the IGA needs to be resolved before asking for additional partners.
 - d. Planning & Development:
 - i. City of Tillamook Transportation Planning Meeting: Did not attend due to meeting with Care Oregon. City is building sidewalk along 12th Street between the High School and Evergreen. The project will include a bus stop on the corner of 12th and Evergreen.
 - ii. Cape Kiawanda Master Plan: Director Hoffman will attend the next meeting.
 - iii. Cloverdale bus stop: Director Hoffman attended the last meeting. She states their primary interest is restroom facilities. The County has some funding available and wants to support building a bus stop in Cloverdale.
 - iv. Grand Ronde Transit Development Plan: GM Doug Pilant reported the Confederated Tribes of Grand Ronde completed their tech memo from their survey. He reviewed their findings as a result of the survey.
 - v. Statewide Transportation Improvement Fund (STIF): The STF committee will meet and review applications of members to recommend to the Board.
 - vi. Special Transportation Fund (STF): The STF committee met. A motion to amend the Bylaws are included in the Consent Calendar.
 - e. Grant Funding: GM Doug Pilant noted there are grant agreements on the Consent Calendar later in the meeting.
 - f. Facility/Property Management:
 - i. TFCC is still completing the improvements and waiting for new office furniture. Will be using the TFCC janitorial service provider to clean the kitchens and public bathrooms.
 - g. Miscellaneous:
 - i. Computer Services: The new IT company upgraded and fixed the District's computer workstation issues. Planning to conduct an RFQ process to get the new company called GenXsys under contract.
 - ii. Stretcher Services: Unable to provide stretcher services because the Ford Transit vans need collapsible bumpers to get the stretcher beds in and out of the vehicles safely.

CONSENT CALENDAR

8. Motion: Approval of Minutes of May 17, 2018 Board Meeting
9. Motion: Approval of Minutes of the May 17, 2018 Budget Committee Meeting
10. Motion: Acceptance of Financial Report: May 2018

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11. Motion to Approve the STF Advisory Committee's Recommended Amendment to the Bylaws Article III, Section 5 – Terms of Membership
12. Resolution 18-08 In the Matter of Authorizing the GM to Enter into a Janitorial Services Agreement with Marie Mills Center for the Transit Visitors Center
13. Resolution 18-09 In the Matter of Authorizing the GM to Enter into a Janitorial Services Agreement with Marie Mills Center for the TCTD Administrative Building
14. Resolution 18-10 In the Matter of Authorizing the GM to Execute Section 5339 ODOT Grant Agreement No. 32842
15. Resolution 18-11 In the Matter of Authorizing the GM to Execute ODOT Grant Agreement No. 32855
16. Resolution 18-12 In the Matter of Authorizing the GM to Execute Section 5310 ODOT Grant Agreement No. 32869

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

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman,
Huffman, Carlson-Swanson
and Board Chair Judy Riggs.

ACTION ITEMS

17. Resolution 18-13 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2018-19

Motion by Director Holm to Adopt Resolution 18-13 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2018-19. *Motion Seconded* by Director Hoffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman,
Huffman, Carlson-Swanson
and Board Chair Judy Riggs.

18. Motion to Authorize GM to Execute Agreement to Operate Shuttle Bus Service between TCTD and TCCA

Director Hanenkrat pointed out that for clarity he believed the motion should read: Agreement to Operate Shuttle Bus Service Driver for TCCA". Director Carlson-Swanson asked if the service would create new jobs. GM Doug Pilant stated the District would use existing employees as the shuttle service is current seasonal.

Motion by Director Hoffman to Authorize GM to Execute Agreement to Operate Shuttle Bus Service Driver for TCCA. *Motion Seconded* by Director Carlson-Swanson. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Hoffman,

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19. Motion to Authorize GM to Execute Letter of Intent between TCTD and CareOregon to Establish a NEMT Brokerage Call Center (**this item was approved prior to Reports**)

DISCUSSION ITEMS

20. Miscellaneous: All the ODOT/RLS Comprehensive Review findings are resolved *except* the Procurement Policy. GM Doug Pilant is working with Jordan Ramis to get the policy reviewed for adoption at the July board meeting. Since the District uses Federal dollars for most purchases it is required to follow federal rules. The District will continue using DOJ rules and for purchases made without Federal monies. After the policy is adopted Jordan Ramis will provide staff training on how to implement the policy.

21. Staff Comments/Concerns

GM Doug Pilant: Commended Tabatha Welch for doing an excellent job preparing the budget cycle this year. Her lead was appreciated and her growth was amazing.
Superintendent Brent Olson: June Dairy Parade this weekend will affect bus service this Saturday.
Accounting Specialist Tabatha Welch: None.
HR Specialist/Board Clerk Cathy Bond: None.

22. Board of Directors Comments/Concerns

Jim Huffman – Inquired on his sign. Bob Kenny sends his best regards.
Merrienne Hoffman – None.
Judy Riggs – None.
Marty Holm – None.
Jackie Edwards – Someone in her neighborhood told her how much she valued and appreciated the great bus service. She was proud of the District.
Gary Hanenkrat – None.
Melissa Carlson-Swanson – Appreciated how efficient and well-planned presentation regarding the Ride Care presentation. Shared about bus rider at the TCCA.

UPCOMING EVENTS

None.

Adjournment: Board Chair Riggs adjourned the meeting at 8:15pm.

These minutes approved this 19th day of July 2018.

ATTEST:

Judy Riggs, Board Chair

Doug Pilant, General Manager

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Monday, July 2, 2018 – 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 6:32pm
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Judy Riggs, Board Chair
Marty Holm, Vice Chair
Gary Hanenkrat, Treasurer
Jackie Edwards, Director
Merrienne Hoffman, Director
Melissa Carlson-Swanson, Director

TCTD Staff

Doug Pilant, General Manager
Brent Olson, Superintendent
Tabatha Welch, Accounting Specialist
Cathy Bond, HR Specialist/Board Clerk

Absent

Jim Huffman, Secretary

Guest

None.

4. Announcements and Changes to Agenda: Revised Agenda provided. Changed order of items presented.
5. Public & Guest Comments: None.

ACTION ITEMS

6. Motion to Approve Resolution 18-14 Establishing a New NW Rides Enterprise Fund

Director Hanenkrat expressed his concern about not having a contract with Care Oregon prior to approving other agenda items.

Motion by Director Holm to Approve Resolution 18-14 Establishing a New NW Rides Enterprise Fund. *Motion Seconded* by Director Hoffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

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MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

7. Motion to Approve Resolution 18-15 Establishing an Umpqua Bank Checking Account for NW Rides Brokerage

Motion by Director Hoffman to Approve Resolution 18-15 Establishing an Umpqua Bank Checking Account for NW Rides Brokerage. *Motion Seconded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

8. Motion to Approve NW Rides Job Descriptions & Pay Scales

Motion by Director Hoffman to Approve NW Rides Job Descriptions & Pay Scales. *Motion Seconded* by Director Holm. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

9. Motion to Authorize GM to Execute Pacific Office Automation Equipment Contracts

Motion by Director Holm to Authorize GM to Execute Pacific Office Automation Equipment Contracts, with noted name correction from Automated to Automation and a correction of the address. *Motion Seconded* by Director Hoffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

10. Motion to Authorize GM to Purchase Call Center Computer Hardware and Installation from GenXsys

Director Holm asked if GenXsys was our new IT provider. GM Pilant said not yet and explained the District will be going out for RFQ in the near future. Director Hoffman asked to clarify if it was for 16 items? GM Pilant stated the reference to 16 hours to install the 7 computers.

Motion by Director Holm to Authorize GM to Purchase Call Center Computer Hardware and Installation from GenXsys. *Motion Secoded* by Director Hoffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

11. Motion to Authorize GM to Purchase Call Center Office Furniture from NBF

Director Hanenkrat asked if the furniture was a bid. Board Clerk Cathy Bond stated she did get two other prices quotes prior to purchase.

Motion by Director Hoffman to Authorize GM to Purchase Call Center Office Furniture from NBF. *Motion Secoded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

12. Motion to Authorize GM to Purchase Call Center Telephone System from Coastcom

Motion by Director Edwards to Authorize GM to Purchase Call Center Telephone System from Coastcom. *Motion Secoded* by Director Holm. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

13. Motion to Authorize GM to Purchase Ecolane Brokerage Modules and Licenses

GM Pilant noted that Ecolane gave the District a 28% discount on the software and will only be charging \$10k per year for the following four years. Director Hoffman asked where the money would come from to purchase the Ecolane software. GM Pilant said CareOregon will be paying for the projects upfront expenses. Director Hanenkrat asked if the District will be required to pay CareOregon back and expressed his concern about the amount of money being committed to this project without a discussion of revenue. He

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also said he was concerned for the short time frame to make such a decision. Director Edwards said the Board discussed this project at the special board meeting held on June 21, 2018. GM Pilant reported that staff will be meeting with CareOregon on July 3rd to discuss the contract and that he won't be making any major purchases until we have adequate information. He also said we'll bring more information to the next board meeting if not sooner.

Motion by Director Hoffman to Authorize GM to Purchase Ecolane Brokerage Modules and Licenses. *Motion Seconded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Holm, Hoffman,
Carlson-Swanson and Board Chair Judy Riggs.
Director Hanenkrat nay.
Director Huffman absent.

DISCUSSION ITEMS

14. Staff Comments/Concerns

GM Doug Pilant: Provided the Board an overview and status of the.

- a. Staff discussed the project with Rogue Valley Transportation District (RVTD) General Manager and Finance Manager to seek their opinion about moving forward. RVTD operates a very large brokerage throughout Southern Oregon. The GM said she believes the current CareOregon rate to be very generous and believes this would be a worthwhile endeavor for TCTD. Next, staff visited with the Finance Manager who explained how the PMPM model works and how to negotiate a viable rate. She also said CareOregon's \$10.89 rate is very generous. The Finance Manager said Sunset's losses are probably the worst-case scenario and that it was important for CareOregon to keep the District whole for at least the first year. Doug reminded the Board that San SunOwen did say CareOregon would help the District succeed. The PMPM and profit share will change after the first year to 18 months. Then, CareOregon will want to negotiate and implement a profit share formula. Director Carlson-Swanson clarified there would be nothing if it's not approved with contract.
- b. Director Hanenkrat asked about how much Sunset lost? GM Pilant said he was unsure but recalled being told Sunset's portion of the loss was \$75,000. Director Hanenkrat asked why CareOregon didn't help Ride Care to recover. GM Pilant said Sunset's Board of Directors voted to terminate the contract and didn't give CareOregon a chance to work through the problem. GM Pilant also said CareOregon was willing to do what was necessary to make it work. Director Hanenkrat said he is concerned we won't be able to reduce rides by 16%. GM Pilant said CareOregon is offering to keep the brokerage project whole the first year, which will provide the District and CareOregon to work on this together and see what is possible. Director Carlson-Swanson shared that she feels more comfortable knowing that Ride Care is the case study. She sees the transparency as a great key to this project's success and that staff is reaching out to other agencies who are succeeding in this type of business. Superintendent Olson mentioned he has a great relationship with other brokerage managers and will work with that network to learn from their

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successes. Director Hanenkrat said he reviewed Sunset Empire's board minutes, which is why he is concerned. Director Carlson-Swanson stated she is hearing that Care Oregon also wants to learn and operate different going forward. GM Pilant stated CareOregon has a strong desire to work side by side with a local partner rather than an out-of-area brokerage that doesn't have any real knowledge of the community being served.

Superintendent Brent Olson: None.
Accounting Specialist Tabatha Welch: None.
HR Specialist/Board Clerk Cathy Bond: None.

15. Board of Directors Comments/Concerns

Jim Huffman – Absent
Merrienne Hoffman – None.
Judy Riggs – None.
Marty Holm – None.
Jackie Edwards – None.
Gary Hanenkrat – None.
Melissa Carlson-Swanson – Appreciate the different perspectives brought to the meeting.

Adjournment: Board Chair Riggs adjourned the meeting at 7:07pm.

These minutes approved this 19th day of July 2018.

ATTEST:

Judy Riggs, Board Chair

Doug Pilant, General Manager



TILLAMOOK COUNTY TRANSPORTATION DISTRICT STIF ADVISORY COMMITTEE BYLAWS

ARTICLE 1 Name

The name of this organization shall be the Tillamook County Transportation District State Transportation Improvement Fund Advisory Committee.

ARTICLE 2 Citations

This Committee and these Bylaws are established for the purpose of carrying out the statutory requirements as established under ORS 184.758(1)(b) and ORS 184.761, and the rules establishing the procedures and requirements for administration of the Statewide Transportation Improvement Fund, as set forth under OAR Chapter 732, Division 040.

ARTICLE 3 Definitions

The following definitions shall apply to the terms used in these Bylaws:

“Areas of High Percentage of Low-Income Households” shall mean geographic areas within Tillamook County which are determined to have a high percentage of low income households. Pursuant to OAR 732-040-0035(2)(a), it shall be the responsibility of the Advisory Committee to gather data and to seek public input, and to make a determination as to the areas of Tillamook County in which there exist high percentages of low-income households, and to publish said determination in its Committee minutes and printed public materials.

“Bicycle and Pedestrian Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Tillamook County which advocate for and promote bicycle and pedestrian-related issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to bicycle and/or pedestrian traffic safety and enforcement, pathways and travel lanes, project planning and development, and promote public events.

“Directors” or “The Board” shall mean the Tillamook County Transportation District Board of Directors.

“Committee” or “The Committee” shall mean the Tillamook County Transportation District State Transportation Improvement Fund Advisory Committee. Outside of these Bylaws, this Committee may commonly be referred to as “the STIF Committee”.

“Employer Representative” shall mean any employee, supervisor, manager, or owner of a business enterprise legally operating within the boundaries of Tillamook County.

“Environmental Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Tillamook County which advocate for any of a wide range of environmental issues, goals, projects, or interests, or which exist to advise local government elected officials on matters related to the environment or to environmental features of public property.

“Local Government Representative” shall mean an employee of a County, municipal, or special district governmental organization formed and organized under the Oregon Revised Statutes and operating within the jurisdictional boundaries of Tillamook County.

“Low Income Individuals” or “person with low income” shall mean individuals with an income at or below 150% of the current Federal Poverty Level, also known as the Federal Poverty Guideline, or within a family with a family income at or below 150% of the current Federal Poverty Level. The Federal Poverty Level may be found here: <https://www.healthcare.gov/glossary/federal-poverty-level-FPL/> and here: <https://aspe.hhs.gov/poverty-guidelines>

“Low Income Households” shall mean households within Tillamook County with a total household income at or below 150% of the Federal Poverty Level for the size of family including children and dependents.

“Major Destination” shall mean a well-known and commonly recognized destination within Tillamook County, which may either be at one physical location or a group of destination locations within an industry. A “Representative of Major Destinations” may be an employee, manager or owner of a destination or representing a destination industry group, or a member of an organization which promotes tourism within Tillamook County generally.

“Non-Profit Public Transportation Service Provider Representative” shall mean a representative of a non-profit transportation service engaged in providing public transportation services within the County, regardless of whether or not this entity receives public transportation funding.

“Person(s) with Disabilities” shall mean individuals with disabilities which limit or constrain any aspect of their daily life, and may include, but is not necessarily limited to, physical, intellectual, cognitive, developmental, and/or emotional disabilities.

“Persons With Limited English Proficiency” shall be persons as defined in Tillamook County’s Limited English Proficiency Plan adopted by the Board of Directors, who did not speak English as their original language and who may have limited proficiency in either speaking or understanding written or spoken English, or both.

“Public Transportation Service Provider Representative” shall mean a representative of a publicly managed transportation service engaged in providing public transportation services within the County.

A “Representative of Educational Institutions” shall mean a person who is employed by or on the Board of Directors of a K-12 public school; chartered or state-licensed private K-12 school, community college, university, private college, or trade school operating within the jurisdictional

boundaries of Tillamook County.

“Representative of Low Income Individuals” shall be a person representing the needs of low income transportation system users, and who is familiar through association with groups or individuals with special transportation needs of low income users.

“Representative of Persons With Disabilities” shall be someone representing the needs of disabled transportation system users, and who, through association with groups or individuals, or facilities serving persons with disabilities, is familiar with the special transportation needs of disabled users.

A “Representative of Persons With Limited English Proficiency” shall be someone representing the needs of transportation system users with limited English proficiency, and who is familiar through association with neighborhood groups, local school groups, social service or non-profit agencies, with the transportation needs of limited English proficiency users.

“Senior” or “elderly” shall mean persons sixty (60) years of age or older. A “Senior Representative” shall be someone, who may also be a senior, representing the needs of elderly transportation system users, and who is familiar through association with groups or individuals, or facilities serving seniors, with the special transportation needs of elderly users.

“Social and Human Service Provider Representative” shall mean a representative of a social services, human services, or health services agency operating within Tillamook County. Said agency may be a public agency, a non-profit agency, or a not-for-profit institution such as a health center.

“Social Equity Advocates” shall be individuals representing either organizations or standing committees associated with local governments within Tillamook County which advocate for equity for groups of persons who may be disadvantaged due to but not limited to ethnicity; income or other economic circumstances; limited English proficiency; homelessness; citizenship status; gender identity; sexual orientation; or which exist to advise local government elected officials on matters related to equity.

“Transit Dependent User” shall mean an individual who is dependent on public transportation for mobility due to economic reasons or due to other special transportation needs.

ARTICLE 4 Function

Section 1. Purpose: The Committee shall assist the Board of Directors in tasks and duties supporting local and regional transportation services funded through the State Transportation Improvement Fund (STIF) and allocated to Tillamook County, for distribution to Public Transportation Service Providers within and adjacent to Tillamook County.

Section 2. Major Tasks: The Committee shall have four major tasks. These are:

- (a) Reviewing and advising staff on the development of the local STIF Plan, consistent with the guidelines promulgated by State administering agencies;
- (b) Reviewing all projects proposed for inclusion within the STIF Plan, and prioritizing the approved projects, including the funding level for each project to be included within the STIF

Plan;

(c) Developing a process for monitoring and evaluating projects to ensure that Public Transportation Providers that have received funds are applying the funds in accordance with and for the purposes described within their project proposal;

(d) As and if requested, and in the manner directed by directed by the Board of Directors, reviewing and advising staff on the methodology for distribution of STIF Formula Program monies allocated to Tillamook County;

Section 3. STIF Plan Duties: The Committee shall perform the tasks consistent with the administrative requirements set forth under OAR Chapter 732, Division 040, as defined by Tillamook County:

(a) Hold public meetings to assist and advise staff with the development of the County's local STIF Plan, including components of the Plan developed by or for other Public Transportation Service Providers within the County;

(b) Gather data and seek public input regarding low-income households within the County, including those within the corporate limits of municipalities within the County, and make and publish a determination of where those communities exist for purposes of guiding the STIF Plan;

(c) Review every project proposed for inclusion in the County's STIF Plan and make a determination whether to recommend inclusion or rejection of the project for the STIF Plan;

(d) Advise and assist staff by recommending projects to be included in the STIF Plan; the priority of each project in the Plan; and the level of project funding to be included for each project, consistent with the County's allocation process for the distribution of Formula Fund moneys;

(e) Consider the criteria established under OAR Chapter 732, Division 040 when identifying Projects for inclusion in the STIF Plan, including but not limited to: expanded service and frequency in areas with a high percentage of low income households; improved service connections between communities; reduced fragmentation of service and closure of service gaps; maintenance of existing services; and other factors such as geographic equity;

(f) Advise staff regarding the opportunities to coordinate STIF funded projects in the Plan with other local or regional transportation programs and services;

(g) Recommend to the Board of Directors a STIF Plan which includes the prioritization of projects proposed for funding within the Plan;

(h) Develop processes for review and monitoring of ongoing funded projects and local Plans, which may include reporting and site visits to local public transportation providers receiving STIF project funding;

(i) If appropriate, propose changes to policies or practices to ensure that the Public Transportation Service Provider has applied the monies received in accordance with and for the purposes described in the STIF Plan or project proposal, and that the project does not unduly fragment the provision of public transportation services.

ARTICLE 5 Membership

Section 1. Number, Qualifications, and Selection of Members: The Committee shall consist of no less than five (5) appointed directly by the Directors, as follows:

- a) To be qualified to serve on the Committee, an individual must:
 - 1. Reside or work in Tillamook County and;
 - 2. Be knowledgeable about the public transportation needs of residents or employees located within or traveling to and from the County.
- c) At least one member from each of the following, who shall be a person:
 - 1. With low-income, or a person from a low-income household, as defined in Article 3, who uses transportation services in the County, or a representative of low-income persons or households who use transportation services in the County; and
 - 2. Who is a senior or elderly individual or an individual with a disability, as defined in Article 3, and uses transportation services in the County, or a representative of seniors or people with disabilities who use transportation in the County; and
 - 3. A public transportation service provider representative, as defined in Article 3.
- d) Up to four (4) additional members may be representatives from any of the following groups, as defined in Article 3:
 - 1. local governments, including land use planners
 - 2. non-profit public transportation service providers,
 - 3. neighboring public transportation service providers,
 - 4. employers,
 - 5. social and human service providers,
 - 6. transit dependent users,
 - 7. social equity advocates,
 - 8. environmental advocates,
 - 9. bicycle and pedestrian advocates,
 - 10. people with limited-English proficiency,
 - 11. educational institutions,
 - 12. major destinations
- e) The Directors will seek to appoint Committee members who represent the diverse interests, perspectives, geography, and the demographics of the County. Consideration may also be given to individuals within these categories who are users of public transportation services provided within the County.

Section 2. Ex Officio Members: The Committee may additionally consist of any the following ex officio members, appointed by the Board of Directors as follows:

- One (1) County representative;
- One (1) CAMPO representative;
- Any additional representatives which the Board of Directors deems appropriate.

Section 3. Terms of Office: Terms shall be three (3) years. Any member may serve two (2) successive terms if reappointed by the Board of Directors. Terms begin on July 1 and end on June 30. Terms shall be staggered, with either two or three members' terms expiring each year.

Section 4. Member Responsibilities: All Committee members shall regularly attend meetings of the Committee and any meetings of the subcommittees to which they are appointed and shall

fulfill other duties as appointed by the Chairman.

Section 5. Termination of Membership:

The Board of Directors may remove Committee members as follows:

- a) Failure to attend three or more consecutive regular Committee meetings. The Board of Directors may declare a member's position vacant when the member has had three (3) unexcused absences in one year or no longer meets the residency requirement;
- b) For cause following public hearing, for reasons including, but not limited to commission of a felony, corruption, intentional violation of open meetings law, failure to declare conflict of interest, or incompetence;
- c) Without cause pursuant to Tillamook County Code chapter 3.035.

Section 6. Vacancies: The Board of Directors shall make appointments to fill vacancies as they occur. Such appointments shall be for the duration of the unexpired term of that position.

**ARTICLE 6
Officers**

The following officers shall be elected from the Committee membership during the first meeting of each calendar year:

Chair: The Chair shall have the responsibility of conducting all meetings and hearings in an orderly manner. The Chair may not initiate a motion, but may second, and shall vote on each issue after the question is called. However, in the event the Chair's vote shall create a tie, the Chair shall refrain from voting.

Vice Chair: The Vice Chair shall be responsible for conducting the meetings and hearings in the absence of the Chair.

**ARTICLE 7
Subcommittees**

Section 1. Creation of Subcommittees: The Committee shall have the power to create subcommittees with such responsibilities as the Committee directs.

Section 2. Naming of Subcommittees: The Chair shall appoint and charge each subcommittee with its responsibilities, shall appoint the members of the subcommittee, and shall appoint the chair of the subcommittee in the event the subcommittee consists of more than one person. The subcommittee chair shall be responsible for scheduling meetings, assigning specific tasks within the mandate of the subcommittee, and reporting to the Committee concerning the work of the subcommittee.

**ARTICLE 8
Advisors**

The Committee and the subcommittees may call on lay citizens and professionals as advisors without voting rights to provide technical assistance, expert guidance and advice, data support

and analysis, provide information for and testify in deliberations, and attend meetings to the extent deemed appropriate and approved by the Committee and the Chair.

Calling of advisors by the Committee will be coordinated by the Chair or subcommittee chairs through County staff assigned to the Committee.

ARTICLE 9 Meetings

Section 1. Regular Meetings: Meetings shall be held a minimum of two times per year, as required by statute, but may be held more frequently to carry out the purposes of the Committee. These meetings shall be held in publicly accessible facilities, and shall take place during transit operating hours, to facilitate attendance of interested individuals.

Section 2. Special Meetings: Special meetings may be called by the Chair or by the Board of Directors by giving the members and the press written or verbal notice at least 24 hours before the meeting.

Section 3. Quorum: A simple majority of the appointed, and filled, voting membership shall constitute a quorum. All business conducted with a majority vote of the quorum shall stand as the official action of the Committee.

Section 4. Voting: Each Committee member, except ex officio members, shall have one vote. In the event the Chair's vote shall create a tie vote, the Chair shall refrain from voting. A Committee member shall not vote on any funding decision in which they are an applicant for funds.

Section 5. Staff: Administrative staff to the Committee shall be determined by the Directors in consultation with the County Administrator. Staff for recording the proceedings of the Committee shall also be provided by the County.

Section 6. Agenda: The Chair, with the assistance of the County-provided staff, shall prepare the agenda of items requiring Committee action, and shall add items of business as may be requested by individual Committee members and/or the Board of Directors. Agendas of all meetings shall be posted in advance as required under existing County policy and filed with the Directors.

Section 7. Notice: All members shall be given written notice of time, date, location, and purpose of the meetings at least three (3) days before a regular Committee meeting and written or verbal notice one (1) day before a special meeting. In the event a member is provided with less than three (3) days written notice of a regular meeting, or less than one (1) day actual notice of a special meeting, and objects to the proceedings based on a lack of adequate notice, all business conducted at that meeting shall be reconsidered at the next regular meeting or at a special meeting called with adequate notice.

Section 8. Minutes: Minutes recording all motions and subsequent action including the number of yes or no votes on each issue shall be taken. In addition, all conflicts of interest shall be noted. Minutes of all meetings shall be posted following all meetings as required under existing County policy and filed with the Directors.

ARTICLE 10
Public Records & Meeting Law and Public Engagement

Section 1. Public Records and Meeting Law: The Committee is a public body for the purposes of ORS Chapter 192 and is subject to the statutory procedures related to Oregon public records and meetings. Pursuant to OAR 732-040-035(2)(b), written copies of Committee agendas, minutes, and Bylaws shall be made available to the public for a period of no less than six (6) years.

Section 1. Public Engagement: Pursuant to OAR 735-040-0035, the Committee shall strive to seek public engagement in all its deliberative processes, with particular regard to the selection of projects for inclusion and funding in the County STIF Plan. The Committee will work with County staff resources such as the County Public Information Officer to publicize key meetings and hold public forums as needed to ensure maximum public access to information and public participation in priority-setting exercises.

ARTICLE 11
Parliamentary Procedure

The current edition of Robert's Rules of Order shall govern the Committee where not inconsistent with these Bylaws or any special rules of order the Committee shall adopt.

ARTICLE 12
Conflict of Interest

A potential or actual conflict of interest shall be declared by any member who has or may have a conflict of interest as defined by Oregon law (ORS 244.020), prior to taking any action on the matter causing the conflict. No member shall vote upon any motion which requires declaration of an actual conflict of interest.

ARTICLE 12
Bylaws and Amendments

Section 1. Bylaws: The Committee shall maintain written Bylaws pursuant to OARS 732-040-035 that that include, but are not limited to, name and purpose, committee membership criteria, appointment process, terms of office for the committee members, general procedures of the committee, member duties, meeting schedule, public noticing requirements and engagement processes, and the STIF Plan development process and general decision-making criteria.

Section 2. Review of Bylaws: The Committee shall periodically review its Bylaws and update them as required, but no less frequently than every three (3) years. Committee Bylaws will be reviewed by the County Counsel and presented to the Directors for adoption. The Directors may also elect to review Committee Bylaws at any time.

Section 3. Amendments: Committee Bylaws may be amended by the Board of Directors upon its own motion. Prior to an amendment, the Board of Directors may request a recommendation from the Committee which may recommend changes at any regular meeting of the Committee by a two-thirds vote of the appointed and filled membership, provided that the recommended amendment has been submitted in writing to the Committee members no later than three days

before the regular meeting.

Adopted this ___ day of _____, 2018.

Signed this ___ day of _____, 2018.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT
BOARD OF DIRECTORS

Judy Riggs, Chair

APPROVED AS TO FORM:

, County Counsel



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

STATEWIDE TRANSPORTATION IMPROVEMENT FUND ADVISORY COMMITTEE MEMBER APPLICATION

Name
Robin D. Taylor

Address

City Tillamook State OR Zip 97141

Home/Cell Phone 503- Work Phone None

Occupation (if applicable)
Retired

Community Affiliations / Interests
UFW, Ocean Breeze Baptist Church and School
golf club

The STIF Advisory Committee is required to meet at least two times each year. Your appointment to the committee is for a 2-year term. Meetings are held at the TCTD Administrative Office from 12:00pm – 1:30pm. Lunch is provided.

Signature Date
Robin Taylor 7-15-18



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

STATEWIDE TRANSPORTATION IMPROVEMENT FUND ADVISORY COMMITTEE MEMBER APPLICATION

Name *CAROL M^C ANDREW*

Address

City *Tillamook* State *OR* Zip *97141*

Home/Cell Phone _____ Work Phone _____

Occupation (if applicable)

Community Affiliations / Interests
Church ; VFW Auxiliary

The STIF Advisory Committee is required to meet at least two times each year. Your appointment to the committee is for a 2-year term. Meetings are held at the TCTD Administrative Office from 12:00pm – 1:30pm. Lunch is provided.

Signature *Carol M^C Andrew* Date *7/15/18*



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

STATEWIDE TRANSPORTATION IMPROVEMENT FUND ADVISORY COMMITTEE MEMBER APPLICATION

Name : Ron Rush

Address: 1800 Front St

City

Tillamook

State

OR

Zip

97141

Home/Cell Phone

Work Phone

Occupation (if applicable)

Executive Director, Marie Mills Center Inc.

Community Affiliations / Interests

ARC of Tillamook County; Kiwanis Club; Tillamook County United Way, Marie Mills Foundation; STF Advisory committee

The STIF Advisory Committee is required to meet at least two times each year. Your appointment to the committee is for a 2-year term. Meetings are held at the TCTD Administrative Office from 12:00pm – 1:30pm. Lunch is provided.

Signature

Date

July 17, 2018

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

**In the Matter of Authorizing)
the General Manager to Execute)
AMENDED Section 5339 ODOT)
Grant Agreement No. 32842)**

RESOLUTION NO. 18-18

WHEREAS, the Tillamook County Transportation District (“District”) was awarded a \$96,250 grant from the Oregon Department of Transportation (“ODOT”) under Section 5339 of the Federal Transit Act of 1964, as amended, and was memorialized in ODOT Grant Agreement No. 32842; and

WHEREAS, ODOT has awarded the District an additional \$85,000 grant from the Oregon Department of Transportation (“ODOT”) under the Section 5339 of the Federal Transit Act of 1964 to be used towards purchasing one (1) Category B expansion bus; and

WHEREAS, the District Board of Directors adopted the TCTD Long Range Transit Development Plan on July 21, 2016 to ensure Section 5339 funding will benefit the residents of Tillamook County; and

WHEREAS, the District applied to ODOT for a Section 5339 grant to purchase up to 4 expansion vehicles and bus stop shelter and amenities; and

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

the General Manager is authorized to execute, and file AMENDED ODOT Grant Agreement No. 32842 in the amount of \$181,250 on behalf of the Tillamook County Transportation District to aid in the financing of District capital projects during fiscal years July 1, 2018 through June 30, 2020;

INTRODUCED AND ADOPTED this 19th day of July 2018.

EFFECTIVE date of July 20, 2018.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2018** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2020** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

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

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$215,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$181,250.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient may require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open

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competition;

iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

- i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
- ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
- iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
- iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
- v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.
- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
- vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Rail and Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation,

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Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Rail and Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

- viii. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that will be approved by State is comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed; liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 for bodily injury per occasion for maintenance and shop vehicles, and \$1,000,000 for bodily injury per occasion for vehicles providing passenger transportation; uninsured motorist protection; and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient's insurance policy covering assets purchased under this Agreement shall include the Oregon Department of Transportation, Rail and Public Transit Division as an "Additional Insured". In the event of any ambiguity or conflict between this section 9.e.viii. and Exhibit C Insurance Requirements ii. Commercial General Liability and iii. AUTOMOBILE LIABILITY INSURANCE, this section 9.e.viii. shall control.
- ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
- x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon

delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:

- i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this

Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and

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state civil rights and rehabilitation statutes, rules and regulations.

- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Tillamook County Transportation District/State of Oregon
Agreement No. 32842

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Doug Pilant
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
dpilant@tillamookbus.com

State Contact:

Arla Miller
555 13th Street NE
Salem, OR 97301-4179
1 (503) 986-2836
Arla.MILLER@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Andrew O'Keefe

Date _____ 07/09/2018

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 06/06/2018

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EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Tillamook County Transportation District 32842				
<i>Vehicle Expansion</i>				
Item #1: Bus 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$185,000.00	\$157,250.00	\$27,750.00	Local
Sub Total	\$185,000.00	\$157,250.00	\$27,750.00	
Project Title: 5339 Tillamook County Transportation District 32842				
<i>Bush Shelter Design, Pad, Bollards and Shelter</i>				
Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$30,000.00	\$24,000.00	\$6,000.00	Local
Sub Total	\$30,000.00	\$24,000.00	\$6,000.00	
Grand Total	\$215,000.00	\$181,250.00	\$33,750.00	

● 1. PROJECT DESCRIPTION

A. Vehicle Purchase

Purchase 1 transit vehicle as follows: useful life: 7 years and 200,000 miles; approximate length: 25-30 feet; estimated number of seats: 16-30; estimated number of ADA securement stations 2; fuel type: diesel.

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

B. Shelter and Amenities

Provide funding to design and construct approximately one bus passenger shelter and pad, and bollards to support the transportation needs of the general public and seniors and individuals with disabilities. The purpose of the project is to provide shelter from weather, passenger amenities such as benches for the comfort and convenience of riders, and signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment needed to put the passenger shelter, and amenities into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, Design, Engineering, Planning, and Preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses. Recipient will hire a professional project manager with experience in construction projects.

A National Environmental Policy Act environmental assessment may or may not be required for this project, depending on its complexity. A Documented Categorical Exclusion or Categorical Exclusion worksheet must be submitted to State, and approved by the Federal Transit Administration, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

2. PROJECT DELIVERABLES, SCHEDULE and USE

A. Vehicle Purchase

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

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*Estimated order date: July 1, 2018.
Estimated delivery date: June 30, 2020.*

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

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

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

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

B. Shelter and Amenities

Recipient will submit a site plan and associated map showing shelter and amenities locations. Recipient will submit certification attesting to any applicable permits, inspections, or other requirements prior to final payment. State may perform an on-site inspection or request photos of installations prior to final payment.

By accepting federal funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

*Expected project start date: July 1, 2018.
Expected project completion date: June 30, 2020.*

3. PROJECT ACCOUNTING and MATCHING FUNDING

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

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

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

Eligible matching fund sources for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act.

4. REPORTING and INVOICING REQUIREMENTS

A. Vehicle Purchase

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

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

B. Shelter and Amenities

Recipient agrees to assess and report the condition of facility and all capital assets within the facility. Recipient will report as prescribed by State on shelters and amenities purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

Expenses incurred will not be reimbursed if the project's scope is changed or altered without the necessary approval and amendment by State.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
9300.1A	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.526 (5339)	\$181,250.00

Administered By
Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. WORKERS COMPENSATION. Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. COMMERCIAL GENERAL LIABILITY. Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. AUTOMOBILE Liability Insurance: Automobile Liability. Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

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

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

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

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

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

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

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

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

**In the Matter of Adopting a)
Federal Transit Administration)
(FTA)/ODOT Procurement)
Policy No. 26)**

RESOLUTION NO. 18-19

WHEREAS, Tillamook County Transportation District ("District") is an Oregon Special District, organized under ORS 267.500, is subject to Oregon's public contracting laws; and

WHEREAS, ORS 279A.065(6) provides that a local contracting agency may adopt its own rules of procedure for public contracting that:

(A) Specifically state that the model rules adopted by the Attorney General do not apply to the contracting agency; and

(B) Prescribe the rules of procedure that the contracting agency will use for public contracts, which may include portions of the model rules adopted by the Attorney General; and

WHEREAS, Resolution No. 16-05 adopted Policy 30 which contains the District's current contracting rules and procedures; and

WHEREAS, Federal law now requires non-Federal entities to comply with the procurement standards found in 2 CFR Part 200 as a condition of the grant of Federal awards; and

WHEREAS, the District wishes to adopt a procurement policy for use when purchasing or contracting with ODOT or FTA funds.

NOW, THEREFORE, BE IT RESOLVED:

- 1 That the District adopts the public contracting rules described in the attached Policy 26: FTA/ODOT Procurement Policy, which is attached to this Resolution and incorporated herein by reference. The District's Rules shall be in addition to Policy 30 of the District and the Model Rules.
- 2 Policy 26 shall apply to all procurements undertaken and financed, in whole or in part, with FTA financial assistance provided to Tillamook County Transportation District to support open market procurements. The purpose of these purchasing policies and procedures are two-fold. First, the District has established these policies and procedures to conform to

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the provisions of Federal procurement regulations that govern the District's use of FTA and ODOT funds. Second, these policies and procedures assure that materials, supplies, services and equipment required for efficient and effective operation of the transit program are procured with regard to an analysis of price, quality, quantity, terms and delivery specifications.

- 3 That the District shall regularly review changes in the Public Contracting Code and the Model Rules to ensure that the District's Rules are consistent with current law.

Adopted by the Tillamook County Transportation District Board of Directors this 19th day of July 2018.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manage

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

Policy: FTA/ODOT PROCUREMENT POLICY	Number: 26
Adopted by the Board of Directors on July 19, 2018 Effective: July 20, 2018	Pages: 1 of 50

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1. INTRODUCTION

1.1. Purpose

This policy establishes guidelines and minimum standards that Tillamook County Transportation District will use in the management of its third-party contracts. This manual is intended to ensure that Tillamook County Transportation District complies with Federal Transit Administration (FTA) and the Oregon Department of Transportation's standards to ensure full and open competition and equitable treatment of all potential sources for all purchases made with funding derived from Federal, state, and local governments. In all purchasing activity, the goal of Tillamook County Transportation District is to ensure maximum open and free competition consistent with:

- FTA Circular 4220.1F "Third Party Contracting Guidance" or latest version thereof;
- 2 CFR § 200.317 – 200.326; and
- ODOT State Management Plan.

1.2. Applicability

This manual applies to all procurements undertaken and financed, in whole or in part, with FTA financial assistance provided to Tillamook County Transportation District to support **open market procurements**. An open market solicitation is used to purchase a good or service by soliciting from any available source. Most grantee procurement activity will be undertaken on the open market. Open market procurements exclude:

- Employment Contracts;
- Real Estate Contracts; and
- Intergovernmental Agreements.

The goal of this procurement policy is to provide an atmosphere in which all procurement transactions will be conducted in a manner providing full and open competition. Tillamook County Transportation District will avoid the following situations considered to be restrictive of competition:

- Application of unreasonable requirements placed on firms in order for them to qualify to do business;
- Imposition of geographic preference standards in the selection of vendors;
- Imposition of unnecessary experience and excessive bonding requirements;
- Use of noncompetitive pricing practices between firms or between affiliated companies;
- Employment of noncompetitive awards to any person or firm on retainer contracts;
- Failure to recognize organizational conflicts of interest, which means that because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice to the grantee; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;

- Use of "brand name" specifications without listing its salient characteristics and not allowing "an equal" product to be offered; and
- Any arbitrary action in the procurement process.

Tillamook County Transportation District will conduct procurements in a manner that does not give in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not pre-empt Oregon licensing laws from being considered in those disciplines that are regulated by the State of Oregon. Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services if an appropriate number of qualified firms, given the nature and size of the project, are able to compete for the contract.

1.3. Third Party Contracting Capacity

FTA regulations (2 CFR § 200.319(c) and FTA Circular 42201.1.F, Chapter III, § 3a) require Tillamook County Transportation District to have written procurement procedures. This policy is designed to meet FTA and ODOT's requirements in this regard.

1.4. Relationship to Other District Policies

The purpose of these purchasing policies and procedures are two-fold. First, the District has established these policies and procedures to conform to the provisions of Federal procurement regulations that govern the District's use of FTA and ODOT funds. Second, these policies and procedures assure that materials, supplies, services and equipment required for efficient and effective operation of the transit program are procured with regard to an analysis of price, quality, quantity, terms and delivery specifications. These policies and procedures pertain only to the District's purchases made with FTA funds for the transit program; purchases with local funds and for purposes other than transit should follow applicable Oregon law.

These policies may not answer all questions related to purchasing; if any employee of Tillamook County Transportation District has a question regarding these procedures, ODOT should be contacted for clarification and guidance.

When Tillamook County Transportation District undertakes any purchase utilizing FTA funds, this policy shall supersede any existing purchasing policy promulgated by the District. When any conflict exists between this policy and the existing policies of the District, the procedures in this policy shall prevail. If any employee of Tillamook County Transportation District determines that a conflict exists between these policies and state and local law, Tillamook County Transportation District shall contact ODOT and communicate the conflict.

2. CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

2.1. Purpose

Federal grant management rules (2 CFR § 200.318(c)(1)) require each recipient to maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. This policy must address:

- Personal conflicts of interest;
- Gifts; and
- Violations.

2.2. Definition of Key Terms

As used herein, the following definitions apply:

Conflict of Interest – A situation in which an employee, officer, or agent has a private or personal interest sufficient to appear to influence the objective exercise of his or her official duties. A conflict of interest represents a divergence between a person covered by this policy and their private interests and their professional obligations to the Tillamook County Transportation District such that an independent observer might reasonably question whether the individual's professional actions or decisions are determined by considerations of personal gain, financial or otherwise.

Financial Interest – An officer, agent, his or her partner, employee, or their immediate family, is considered as having a financial interest in a company if: they receive more than \$10,000 in consulting income, salaries, or equity in the company; they have more than 5 percent equity in the company; they have intellectual property rights in or receive royalties from the company; or they serve as a director, officer, partner, trustee, manager or employee of the company.

Immediate Family – Immediate family includes an employee's spouse, grandparent, parent, brother, sister, child or grandchild, his or her partner.

2.3. Applicability

No employee, elected official, agent, or other individual under an employment contract with the District, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when any of those previously listed individuals has a financial or other interest in the firm selected for award.

2.4. Gifts

Any contractor, subcontractor, or supplier who has a contract with the District; has performed under such a contract within the past year; or anticipates bidding on such a contract in the future shall be prohibited from making gifts or to providing favors to any individual defined in Section 2.2. who is charged with the duty of:

- Preparing plans, specifications, or estimates for public contract; or
- Awarding or administering public contracts; or
- Inspecting or supervising construction.

Tillamook County Transportation District also prohibits all covered individuals defined in Section 2.2. who perform the functions listed above from receiving or accepting any such gift or favor.

2.5. Employee Conflicts of Interest

2.5.1. Conflicts of Interest

It shall be a breach of ethical standards for any Tillamook County Transportation District employee to participate directly or indirectly in a procurement when the employee knows:

- The employee or any member of the employee's immediate family, officer, agent, his or her partner, has a financial interest pertaining to the procurement;
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

2.5.2. Discovery of Actual or Potential Conflict of Interest (Disqualification and Waiver)

Upon discovery of an actual or potential conflict of interest, an employee participating directly or indirectly in a procurement shall:

- Promptly file a written statement of disqualification with the General Manager; and
- Withdraw from further participation in the procurement.

The employee may, at the same time, request from the General Manager, an advisory opinion as to what further participation, if any, the employee may have in the procurement. It shall be at the sole discretion of the General Manager to determine if the employee may have any further participation in the procurement and, if so, the extent to which the employee may participate. Any employee who fails to comply with the provisions of this paragraph may be subject to disciplinary action.

2.5.3. Employee Disclosure Requirements

A Tillamook County Transportation District employee, who has reason to believe that he/she or his/her immediate family have an interest that may be affected by his/her official acts or actions as a Tillamook County Transportation District employee or by the official acts or actions of

Tillamook County Transportation District, shall disclose the precise nature and value of such interest in a written disclosure statement to the General Manager. The employee's disclosure statement will be reviewed by the General Manager and the General Manager will respond to the employee in writing with an opinion as to the propriety of said interest.

In the event that the General Manager has reason to believe that he/she or his/her immediate family has an interest that may be affected by his/her official acts or actions as a Tillamook County Transportation District employee or by the official acts or actions of Tillamook County Transportation District, he/she shall disclose the precise nature and value of such interest in a written disclosure statement to the District Counsel.

2.5.4. Confidential Information

A Tillamook County Transportation District employee may not directly or indirectly make use of, or permit others to make use of, for the purpose of furthering a private interest, confidential information acquired by virtue of their position or employment with Tillamook County Transportation District.

2.5.5. Solicitation Provision

Tillamook County Transportation District shall insert the following provisions in all formal competitive solicitation documents for products and services:

"These policies shall apply to Tillamook County Transportation District employees involved in procurement. It is a breach of ethical standards for any Tillamook County Transportation District employee to participate directly or indirectly in a procurement when the employee knows:

- *The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;*
- *A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or*
- *Any other person, business or organization with whom the employee or any member of employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.*

In addition, any persons acting as members of an evaluation committee for any procurement shall, for the purposes of the procurement, be bound by conditions of this Section. Throughout the bid/proposal evaluation process and subsequent contract negotiations, offerors shall not discuss or seek specific information about this procurement, including but not limited to, the contents of submissions, the evaluation process or the contract negotiations, with members of any evaluation committee, the District Board, or other District employees other than the designated procurement officer."

2.6. Organizational Conflicts of Interest

The procurement officer and technical personnel are encouraged to work closely with the District Counsel to review all situations that appear to have the potential for an organizational conflict of interest.

Organizational conflicts of interest may result in bias and potentially provide an unfair competitive advantage to a potential offeror. An organizational conflict of interest occurs due to the type of work to be performed under a third-party contract, or because of other activities or relationships such as when:

- A contractor is unable, or potentially unable, to render impartial assistance or advice to the Tillamook County Transportation District;
- A contractor's objectivity in performing contract work is or might otherwise be impaired; or
- A contractor has an unfair competitive advantage.

Bias arises when a contractor is placed in a situation where there may be an incentive to distort advice or decisions. Whenever a contract is awarded that involves the rendering of advice, the question must always be asked as to whether the potential for a conflict of interest exists for the contractor rendering the advice. Tillamook County Transportation District will utilize a "Conflict of Interest Disclosure Statement," in its solicitation when contracting for services of this nature.

3. TILLAMOOK COUNTY TRANSPORTATION DISTRICT RESPONSIBILITIES UNDER FEDERAL LAW

3.1. Third Party Contracting Capacity

Tillamook County Transportation District must maintain adequate technical capacity to carry out its FTA assisted projects and comply with Federal rules. Tillamook County Transportation District's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, state, and local requirements.

3.2. Contract Administration System

Tillamook County Transportation District must maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, state and local requirements.

3.2.1. Written Procurement Procedures

Tillamook County Transportation District must maintain and follow written procurement procedures that address:

- (a) Solicitations – Requirements for Tillamook County Transportation District solicitations are addressed in Section 5.
- (b) Necessity – Requirements related to Tillamook County Transportation District's need for products or services are addressed in Section 3.2.2.
- (c) Lease Versus Purchase – Requirements related to the use of lease or purchase alternatives to achieve an economical and practical procurement are addressed in Section 3.2.2.
- (d) Metric Usage – Requirements related to the acceptance of products and services dimensioned in the metric system of measurement are addressed in Section 3.5.2.
- (e) Environmental and Energy Efficiency Preferences – Requirements related to preference for products and services that conserve natural resources, protect the environment, and are energy efficient are addressed in Sections 3.4.3 and 3.4.4.
- (f) Procurement Methods – Descriptions of the procurement methods that Tillamook County Transportation District may use are included in Section 5.
- (g) Legal Restrictions – Descriptions of Federal and state restrictions on Tillamook County Transportation District's acquisitions are included in Section 5.
- (h) Third Party Contract Provisions – Specific third party contract provisions required for each third party contract and flow down requirements to subcontracts are included in Section 3.1 through 3.7.
- (i) Sources – Descriptions of the availability and use of various sources of products and services are addressed in Section 4.

- (j) Resolution of Third Party Contracting Issues – Procedures related to the resolution of third party contracting issues are included in Section 6.8.

3.2.2. Adequate Third Party Contract Provisions

Tillamook County Transportation District must include provisions in all of its third-party contracts that are adequate to form a sound and complete agreement.

3.2.3. Industry Contracts

Tillamook County Transportation District shall not use an industry developed contract or a contract that is provided by a bidder or offeror unless it has first evaluated the benefits of the contract. Tillamook County Transportation District shall ensure that such contracts include all required Federal provisions but do not include terms and conditions that may be unfavorable to Tillamook County Transportation District.

3.2.4. Revenue Contracts

Tillamook County Transportation District may enter into a revenue contract with a third party to generate revenues in connection with a transit related activity, or to create business opportunities utilizing an FTA funded asset. Any such said contract opportunity will follow a competitive selection procedures and principles outlined herein.

3.2.5. Record Keeping

Tillamook County Transportation District must prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. Tillamook County Transportation District must maintain these records for five (5) years after Tillamook County Transportation District and its subrecipients, if any, have made final payment and all other pending matters are closed. Specific record keeping requirements include:

- (a) Written Record of Procurement History – Tillamook County Transportation District must maintain and make available to ODOT and FTA written records detailing the history of each procurement. For all procurements above the micro-purchase level Tillamook County Transportation District must maintain records relating to:
- (1) Procurement Method – Tillamook County Transportation District must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive;
 - (2) Contract Type – Tillamook County Transportation District must state the reasons for selecting the contract type it used;
 - (3) Contractor Selection – Tillamook County Transportation District must state its reasons for contractor selection or rejection;
 - (4) Contractor Responsibility – Tillamook County Transportation District must provide a written determination of responsibility for the successful contractor;

- (5) Cost or Price – Tillamook County Transportation District must evaluate and state its justification for the contract cost or price;
 - (6) Reasonable Documentation – Tillamook County Transportation District must retain documentation commensurate with the size and complexity of the procurement; and
 - (7) Vendor Verification – Tillamook County Transportation District must include verification of acceptance with a selected vendor/supplier/manufacturer through the Federal System of Award Management (SAM) for each project and associated project file.
- (b) Access to Records – Tillamook County Transportation District must provide FTA and ODOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance.
- (c) Use of Technology/Electronic Commerce – Tillamook County Transportation District may use an electronic commerce system to conduct third party procurements. If Tillamook County Transportation District uses an electronic commerce system, then the following requirements apply:
- (1) Sufficient System Capacity – Tillamook County Transportation District's system must have sufficient system capacity necessary to accommodate all Federal requirements for full and open competition; and
 - (2) Written Procedures – Before any solicitation takes place, Tillamook County Transportation District must establish adequate written procedures to ensure that all information FTA/ODOT requires for project administration is entered into the system and can be made readily available to ODOT as needed.

3.3. Determination of Needs

Tillamook County Transportation District must maintain and follow adequate procedures for determining the types and amounts of products and services it needs to acquire. Tillamook County Transportation District shall comply with the following requirements when determining the types and amounts of products and services it needs to acquire:

3.4. Eligibility

All products and services to be acquired with FTA funds must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. All products and services to be acquired with FTA funds must also be eligible for support within the scope of the underlying grant or cooperative agreement from which the FTA assistance to be used is derived.

3.5. Necessity

Tillamook County Transportation District shall adhere to the following standards for avoiding the purchase of duplicative and/or unnecessary products and services it does not need.

3.5.1. Unnecessary Reserves

Tillamook County Transportation District shall limit the acquisition of Federally-assisted property and services to the amount it needs to support its operations.

3.5.2. Acquisition for Assignment Purposes

Tillamook County Transportation District shall contract only for its current and reasonably expected public transportation needs and shall not add quantities or options to third party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for smaller procurements.

- (a) General Prohibition – Tillamook County Transportation District may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date.
- (b) Changes in the Recipient's Needs – ODOT and FTA recognize that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. Tillamook County Transportation District's later needs might decrease due to changed circumstances or honest mistakes. In those situations, Tillamook County Transportation District may assign its unneeded contract authority to another entity that would like to acquire the property or services.
- (c) Exceptions – These limits on assignments, however, do not preclude:
 - (1) Joint Procurements – Tillamook County Transportation District and one or more other FTA recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements; and
 - (2) Participation in ODOT Sponsored Vehicle Procurements – Tillamook County Transportation District may enter into contracts developed by the State of Oregon to acquire vehicles.
- (d) Procurement Size – For every procurement, Tillamook County Transportation District shall consider whether to consolidate or break out the procurement to obtain the most economical purchase. Absent efforts to foster greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms and women's business enterprises, Tillamook County Transportation

District shall not split a larger procurement merely to gain the advantage of micro-purchase or small purchase procedures.

- (e) Options – Tillamook County Transportation District shall justify, as needed, all option quantities included in every solicitation and contract. An option is a unilateral right in a contract by which, for a specified time, Tillamook County Transportation District may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract.
- (f) Lease Versus Purchase – Tillamook County Transportation District shall review lease versus purchase alternatives for acquiring property and shall prepare or obtain an analysis to determine the most economical alternative. If Tillamook County Transportation District chooses to lease an asset then it must prepare a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset.
- (g) Specifications – Tillamook County Transportation District's procurement specifications shall clearly describe the products or services to be procured and shall state how the proposals will be evaluated. Tillamook County Transportation District's procurement specifications shall not be exclusionary, discriminatory, unreasonably restrictive or otherwise in violation of Federal or Oregon laws or regulations.

3.6. Contractor Responsibilities

Tillamook County Transportation District, in awarding contracts, financed in whole or in part, with FTA financial assistance, shall follow guidance in this section to evaluate contractor capabilities to perform the contract.

In addition to the Federal rules (2 CFR § 200.318(h)) that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. § 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, Tillamook County Transportation District must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

3.6.1. Debarment and Suspension

Debarment and suspension regulations and guidance include the following provisions.

3.6.1.1. DOT Debarment and Suspension Regulations

U.S. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 apply to each third party contract at any tier of \$25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount (2 CFR § 1200). Tillamook County Transportation District shall apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required

by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" (2 CFR § 180).

3.6.1.2. System for Award Management

The System for Award Management (SAM) combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM includes the functionality from the following systems:

- Central Contractor Registry (CCR);
- Federal Agency Registration (Fedreg);
- Online Representations and Certifications Application; and
- Excluded Parties List System (EPLS).

At its discretion, Tillamook County Transportation District may collect a debarment and suspension certification from the prospective third party contractor or include a clause in the third party contract requiring disclosure. Additionally, it shall be the policy of Tillamook County Transportation District to verify that the prospective third party vendor is not listed as a debarred contractor on SAM.

3.6.2. Lobbying Certification and Disclosure

If a third-party contract will exceed \$100,000, before awarding the contract, Tillamook County Transportation District will obtain a lobbying certification, and if applicable, a lobbying disclosure from a prospective third party contractor (see DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352).

3.6.3. Additional Requirements

In addition to the requirements outlined above, there are various requirements that may apply to Tillamook County Transportation District's third-party contracts, depending upon the type of procurement and the anticipated dollar value of said contract. It is the responsibility of Tillamook County Transportation District to assess each procurement and determine the applicable FTA third party terms and conditions that should be included in the solicitation and contract documents. FTA Circular 4220.1F, Appendix D, has a matrix stipulating these conditions. These conditions may include:

- Federal Civil Rights Laws and Regulations
 - Federal Equal Employment Opportunity (EEO) Requirements
 - Nondiscrimination on the Basis of Sex
 - Nondiscrimination on the Basis of Age
 - Nondiscrimination in Federal Public Transportation Programs
 - Title VI of the Civil Rights Act
 - Environmental Justice
 - Limited English Proficiency (LEP)
 - Nondiscrimination on the Basis of Disability
- Socio-Economic Development Regulations
 - Disadvantaged Business Enterprises (DBE)

- Small and Minority Firms and Women's Business Enterprises
- Sensitive Security Information
- Seat Belt Use
- Socio-Economic Requirements for the Acquisition of Property and Services
 - Labor Regulations
 - Wage and Hour Requirements
 - Fair Labor Standards
- Environmental Protections
 - Environmental Mitigation
 - National Environmental Policy Act (NEPA)
 - Protections for Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites
 - Clean Air
 - Clean Water
 - Recycled Products
 - Other Federal Environmental Protection Requirements
- Energy Conservation
- Preference for U.S. Property--Buy America
- Shipments of Property--U.S. Flag Requirements
 - Shipments by Ocean Vessel
 - Shipments by Air Carrier
 - Project Travel--Use of U.S. Flag Air Carriers
- Technical Restrictions on the Acquisition of Property and Services
 - Intelligent Transportation Systems (ITS)
 - Metric Measurements
 - Use of \$1 Coins
- Rolling Stock--Special Requirements
 - Accessibility
 - Transit Vehicle Manufacturer Compliance with DBE Requirements
 - Minimum Service Life
 - Spare Ratios
 - Air Pollution and Fuel Economy
 - Pre-award and Post Delivery Review
 - Bus Testing
 - In-State Dealers
 - Basis for Contract Award
 - Five-Year Limitation
- Public Transportation Services—Special Requirements
 - Protections for Public Transportation Employees
 - Drug and Alcohol Testing
 - Accessibility
 - Charter Service Restrictions
 - School Bus Restrictions
- Construction – Special Requirements
 - Bonding
 - Bid Guarantee
 - Performance Bond
 - Payment Bond
 - Anti-Kickback

- Construction Safety
- Labor Neutrality
- Prevailing Wages

3.7. Bonding

Some procurements may require Tillamook County Transportation District to require the vendor to submit a bid bond, performance bond, or payment bond (typically construction projects). When bonding is required, the following conditions will apply.

3.7.1. Thresholds

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, ODOT may accept the bonding policy and requirements of the Tillamook County Transportation District provided that ODOT has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

3.7.1.1. Bid Guarantee

A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

3.7.1.2. Performance Bond

A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3.7.1.3. Payment Bond

A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

3.7.2. Acceptable Sureties

Federal rules for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” (31 CFR Part 223). For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570),

<http://fms.treas.gov/c570/c570.html>. As FTA encourages governmental recipient to require similarly acceptable sureties, it shall be the policy of Tillamook County Transportation District to such accept sureties.

3.7.3. Reduced Bonding

Tillamook County Transportation District recognizes that bonding costs can be expensive. Tillamook County Transportation District will accept a local bonding policy that conforms to the minimums described in Section 3.4.1. If bonding levels are sought at levels less than these amounts, Tillamook County Transportation District must obtain the prior approval of ODOT/FTA. ODOT/FTA shall approve such requests only if it determines that Tillamook County Transportation District's bonding policy adequately protects the Federal interest in the project.

3.7.4. Excessive Bonding

Tillamook County Transportation District will adhere to FTA's rules on excessive bonding requirements (FTA Circular 4220.1F, Chapter IV, § 2h(1)(f)). However, if Tillamook County Transportation District determines it has a material risk of loss because of a failure of the prospective contractor, bonding requirements may exceed those outlined in Section 3.7.1 only with the prior approval of ODOT/FTA.

3.8. Preference for U.S. Property—Buy America

Any construction contract exceeding \$150,000 entered into by Tillamook County Transportation District with FTA assistance shall include provisions that require the third party contractor to provide property produced or manufactured in the United States for use in the construction project that the recipient acquires, unless FTA has granted a waiver authorized by those regulations. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in FAR Subparts 25.1 and 25.2.

Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, Tillamook County Transportation District may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether that property would comply with FTA's Buy America regulations.

3.9. Accessibility

Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR § 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR § 1192 and 49 CFR § 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific

provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

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4. SOURCES OF ACQUISITIONS

4.1. Force Account

Force account means use of Tillamook County Transportation District's own labor forces and equipment to undertake a project (typically construction, renovation, or repair). The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the Tillamook County Transportation District's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Tillamook County Transportation District does not charge force account labor to its FTA grants.

4.2. Joint Procurements

Tillamook County Transportation District may participate in joint procurements whereby Tillamook County Transportation District and one or more other entities agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of products or services. The following requirements apply to Tillamook County Transportation District's participation in joint procurements:

- Solicitation documents may not be drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of the contract.
- Tillamook County Transportation District is responsible for ensuring that the joint procurement solicitation and contract complies with all Federal requirements and that the solicitation document and contract includes all required clauses and certifications.

4.3. State or Local Government Purchasing Schedules or Purchasing Contracts

4.3.1. Definition

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use.

The Oregon Department of Administrative Services (DAS) helps the PTD contract for appropriate vehicles to meet the needs of public transportation providers. While ODOT does not purchase vehicles directly, grantees are permitted to purchase vehicles from the online Oregon Procurement Information Network (ORPIN) system operated by DAS, which contains a list of qualified vendors for each vehicle type contracted. There are some vehicles on the contracts that do not fit within Oregon's useful life standards and are not eligible for reimbursement with grant funds. Therefore, PTD has created a crosswalk document that lists each vehicle within the state useful life categories. This document, posted on PTD's Web site, will assist agencies in selecting vehicles and documenting a process that meet all Federal requirements for funding. The state

price agreements were developed by DAS and ODOT procurement and PTD staff with input from transit agencies.

4.3.2. Applicability of Federal Provisions

When obtaining property or services in this manner, Tillamook County Transportation District must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. While DAS and ODOT take all precautions to ensure that such provision are in the original solicitation and contract documents, it is ultimately Tillamook County Transportation District's responsibility to ensure such documents and certifications are obtained.

If such requirements, clauses, and certifications were not included in the original purchase solicitation and contracts, Tillamook County Transportation District may request the vendor to append the required Federal clauses in the purchase order or other document that effects the Tillamook County Transportation District's procurement. When this method is used, Tillamook County Transportation District shall obtain Buy America certification before entering into the purchase order. This method cannot be used to circumvent FTA's Buy America requirements.

4.3.3. Federal Supply Schedules

Purchases by Tillamook County Transportation District from Federal Supply Schedules established by the U.S. General Services Administration (GSA) are limited to the purchase of information technology (IT) products and to products and services to facilitate recovery from a major disaster. The following requirements apply to Tillamook County Transportation District purchases from GSA schedules:

- Tillamook County Transportation District is authorized to use GSA schedules for purchases of products and services to facilitate recovery from a major disaster that is declared by the President of the United States. Upon declaration of a major disaster by the President, Tillamook County Transportation District may purchase products and services from GSA schedules both in advance and in the aftermath of the emergency event. Tillamook County Transportation District shall be responsible for ensuring that the products and services acquired will only be used for recovery.
- Tillamook County Transportation District must ensure that all Federal requirements, required clauses and certifications are properly followed and included, whether in the master intergovernmental contract or Tillamook County Transportation District's purchase document.
- Tillamook County Transportation District is required to evaluate the reasonableness of prices obtained from GSA schedules. GSA schedule pricing may not be used as a sole or single source for procurement. Tillamook County Transportation District may only use GSA schedule pricing as one of multiple pricing sources solicited in accordance with its requirements for small purchases described in Section 5.

4.3.4. Existing Contracts

Tillamook County Transportation District may use existing contract rights as an acquisition source. An “existing contract” means a contract that, when formed, was intended to be limited to the original parties thereto.

4.3.4.1. Permissible Actions

Within the conditions set forth below, Tillamook County Transportation District may use existing contract rights held by another recipient of FTA assistance:

- (a) Exercise of Options – Tillamook County Transportation District may use contract options held by another recipient of FTA assistance with the following limitations:
- (1) Consistency with the Underlying Contract – Tillamook County Transportation District must ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
 - (2) Price – Tillamook County Transportation District may not exercise an option unless it has determined that the option price is better than prices available in the open market, or that when it intends to exercise the option, the option is more advantageous.
 - (3) Awards Treated as Sole Source Procurements – The following actions constitute sole source awards:
 - i. Failure to Evaluate Options Before Awarding the Underlying Contract – If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
 - ii. Negotiating a Lower Option Price – Exercising an option after Tillamook County Transportation District has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured.
- (b) Assignment of Contract Rights (“Piggybacking”) – If Tillamook County Transportation District finds that it has inadvertently acquired contract rights in excess of its needs, it may assign those contract rights to another ODOT subrecipient if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Tillamook County Transportation District may use contractual rights through assignment from another recipient of FTA assistance after first determining the contract price remains fair and reasonable, and the contract provisions are adequate for compliance with all Federal requirements. Tillamook County Transportation District need not perform a second price analysis if a price analysis was performed for the original contract; however, Tillamook County Transportation District must determine whether the contract price or prices originally established are still fair and reasonable before using those rights. Tillamook County Transportation District shall be responsible

for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required pre-award and post-delivery Buy America review certifications. Before proceeding with the assignment, however, Tillamook County Transportation District shall review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities that Tillamook County Transportation District seeks, do not exceed the amounts available under the assigning recipient's contract.

4.3.4.2. Impermissible Actions

Tillamook County Transportation District may not use Federal assistance to finance:

- (a) Improper Contract Expansion – A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the recipient's reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity.
- (b) Cardinal Changes – A significant change in contract work that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or "tag-on." A change within the scope of the contract is not a cardinal change or "tag-on."

4.4. The Open Market

Tillamook County Transportation District will acquire most of the property and services it needs through procurements in the open market using procedures described in Section 5 of this Manual.

5. PROCEDURES FOR OPEN MARKET PROCUREMENTS

5.1. Solicitation of Competitive Price Quotes, Bids or Proposals

Compliance with the solicitation procedures described in Section 5.4 below will fulfill FTA requirements for “full and open competition.”

5.2. Receipt and Evaluation of Unsolicited Proposals

Tillamook County Transportation District may enter into contracts based on an unsolicited proposal when authorized by applicable State law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, Tillamook County Transportation District must seek competition. To satisfy the requirement for full and open competition, Tillamook County Transportation District must take the following actions before entering into a contract resulting from an unsolicited proposal:

- Publicize its receipt of the unsolicited proposal;
- Publicize an adequate description of the products or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought;
- Publicize its interest in acquiring the products or services described in the proposal;
- Provide an adequate opportunity for interested parties to comment or submit competing proposals; and
- Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

If it is impossible to describe the products or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the products or services sought, Tillamook County Transportation District may make a sole source award to the offeror. A sole source award may not be based solely on the unique capability of the offeror to provide the specific products or services proposed.

5.3. Prequalification

Tillamook County Transportation District may prequalify bidders, offerors, and products for procurement purposes; however, Tillamook County Transportation District is not required to do so. The decision of whether to require prequalification for eligibility to participate in procurement shall be made separately for every procurement and shall be approved by the Transportation Coordinator.

If Tillamook County Transportation District opts to prequalify bidders, offerors, and products for procurement purposes, the following conditions apply:

- Tillamook County Transportation District must ensure that all prequalification lists it uses are current;

- Tillamook County Transportation District must ensure that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition; and
- Tillamook County Transportation District must permit potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). Tillamook County Transportation District is not required to hold a particular solicitation open to accommodate a potential supplier that submits products for approval before or during that solicitation nor must Tillamook County Transportation District expedite or shorten prequalification evaluations of bidders, offerors, or products presented for review during the solicitation period.

5.4. Solicitation Requirements and Restrictions

Every procurement solicitation that Tillamook County Transportation District issues above the micro-purchase level (currently established in Federal guidance at \$3,500), must include the following information and be advertised in a manner that ensures adequate and open competition.

5.4.1. Description of the Property or Services

The solicitation and the contract awarded thereunder must include a clear and accurate description of Tillamook County Transportation District's technical requirements for the products or services to be acquired in a manner that provides for full and open competition.

5.4.1.1. Descriptive Elements

Tillamook County Transportation District will prepare descriptions of property, goods, or service in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. Detailed product specifications should be avoided if at all possible; however, there is no prohibition against their use when appropriate.

5.4.1.2. Quantities

Additional quantities or options above Tillamook County Transportation District's needs at the time of acquisition may not be added to contracts solely to allow assignment of those quantities or options at a later date.

5.4.1.3. Brand Name or Equal

When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The salient characteristics of the named brand that bidders or offerors must provide must be identified.

5.4.1.4. Prohibited Practices

Solicitations with requirements that contain features that unduly restrict competition may not be used. Tillamook County Transportation District shall not:

- Impose unreasonable business requirements for bidders or offerors.
- Impose unnecessary experience requirements for bidders and offerors.
- Use prequalification procedures that conflict with the prequalification standards described in Section 5.3.
- Make a noncompetitive award to any person or firm on a retainer contract with Tillamook County Transportation District if that award is not for the property or services specified for delivery under the retainer contract.
- Impose unreasonable restrictive bonding requirements on bidders and offerors in excess of FTA and state requirements.
- Specify only a “brand name” product without allowing offers of an “equal” product, or allowing an “equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
- Specify in-state or local geographical preferences, or evaluating bids or proposals in light of in-state or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. The only exception expressly mandated or encouraged by Federal law that may be applicable to Tillamook County Transportation District is the procurement of Architectural and Engineering (A&E) Services. Geographic location may be a selection criterion in the procurement of A&E services if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.
- Engage in practices that result in organizational conflicts of interest. An organizational conflict of interest occurs when any of the following circumstances arise:
 - Lack of Impartiality or Impaired Objectivity – When the bidder or offeror is unable, or potentially unable, to provide impartial and objective assistance or advice to «Dba_Name» Transit due to other activities, relationships, contracts, or circumstances.
 - Unequal Access to Information – When the bidder or offeror has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 - Biased Ground Rules – When during the conduct of an earlier procurement, the bidder or offeror has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- Support or acquiesce in noncompetitive pricing practices between firms or between affiliated companies.
- Take any arbitrary action in the procurement process.

5.4.2. Evaluation Factors.

All solicitations issued by shall identify all factors to be used in evaluating bids or proposals. At the discretion of Transportation Coordinator, the relative order of importance and/or weights may be communicated to prospective offerors.

5.4.3. Permissible Contract Types

Tillamook County Transportation District shall state the type of contract that will be awarded in all solicitation documents. The following types of contracts will typically be executed with the successful vendor:

5.4.3.1. Firm Fixed Price

A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

5.4.3.2. Cost Reimbursement

A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

5.4.4. Prohibitive or Restricted Contract Types

The following contract types are prohibited or restricted:

5.4.4.1. Cost Plus Percentage of Cost

Cost plus Percentage of Cost type contracts are prohibited.

5.4.4.2. Time and Materials

Time and Materials type contracts may be used only after a written determination is made that no other contract type is suitable. In addition, the contract between Tillamook County Transportation District and the Contractor must specify a ceiling price that the Contractor may not exceed except at its own risk.

5.4.5. Other Federal Requirements Affecting the Property or Services to be Acquired

The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance.

5.4.6. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor

The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance.

5.4.7. Reservation of Right to Award to Other Than the Low Bidder or Offeror

The solicitation must specifically reserve Tillamook County Transportation District's right to award a contract to other than the low bidder or offeror. If the solicitation documents do not specify this

right, Tillamook County Transportation District will be obligated to award the contract to the low bidder.

5.4.8. Reservation of Right to Reject All Bids or Offers

The solicitation must specifically reserve Tillamook County Transportation District's right to reject all bids or offers.

5.5. Methods of Procurement

Tillamook County Transportation District shall use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with Oregon and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of 2 CFR § 200.318 – 200.326, supplemented by FTA policies that address the needs of FTA recipients.

5.5.1. Micro-Purchases

5.5.1.1. Definition

Micro-purchases are those purchases of products and services that cost \$3,500 or less, as defined by 2 CFR §200.67 (or current threshold established by Federal Acquisition Regulations (FAR)); for purposes of this policy, Tillamook County Transportation District will use \$3,500 as the threshold for relatively simple purchases as a means to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

5.5.1.2. Approval Authority

Micro-purchases must be approved in writing by one of the following Tillamook County Transportation District employees:

- General Manager; or
- Transportation Coordinator.

5.5.1.3. Competition

Tillamook County Transportation District may acquire products and services valued at less than \$3,500 without obtaining competitive quotations. Micro-purchases should be distributed equitably among qualified suppliers.

Micro purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures.

5.5.1.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the micro purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Tillamook County Transportation District's Federally-assisted procurements.

5.5.1.5. Documentation

Every micro-purchase must be accompanied by a written determination that the price is fair and reasonable and a description of how that determination was made.

5.5.2. Small Purchases

5.5.2.1. Definition

FTA defines small purchases are those purchases of products and services, including construction services, that cost greater than \$3,500 but not more than \$150,000. For purposes of this policy, Tillamook County Transportation District will consider small purchase those that cost greater than \$3,500 but not more than \$150,000.

5.5.2.2. Approval Authority

Small purchases must be approved in writing by one of the following Tillamook County Transportation District employees:

- General Manager; and/or
- Transportation Coordinator.

5.5.2.3. Required Competition

Price or rate quotations must be obtained from an adequate number of qualified sources. It is the responsibility of Tillamook County Transportation District to ensure that an adequate number of quotations, bids, or proposals are received

5.5.2.4. Prohibited Divisions

The size or dollar value of procurements may not be divided or reduced merely to come within the small purchase limit. The only allowable exception to this restriction is for the express purpose of fostering greater participation of DBEs, small and minority firms and women's business enterprises in Tillamook County Transportation District's Federally-assisted procurements

5.5.2.5. Documentation

Every small purchase must be documented in the grantee's written procurement history file. The level of documentation is stipulated in Section 6.6.1.

For small purchases, price quotations may be oral or written.

5.5.2.6. Special Considerations

Tillamook County Transportation District may acquire products and services directly from State contract vendors in lieu of competitively procuring such products and services itself through the small purchase method of procurement.

Small purchases are exempt from FTA's Buy America requirements.

Tillamook County Transportation District reserves the right to use formal purchase methods, even if small purchase thresholds are met, if the Transportation Coordinator believes it is in the best interests of the Tillamook County Transportation District to do so.

5.5.3. Formal Purchases

5.5.3.1. Definition

Formal purchases are those purchases of products and services that cost greater than the current Federal threshold of \$150,000, as defined in 2 CFR § 200.88. For purposes of this policy, Tillamook County Transportation District will use formal procedures for all purchases over \$150,000.

5.5.3.2. Approval Authority

Large purchases must be approved in writing by the following Tillamook County Transportation District employees or officials:

- General Manager

No further delegation of approval authority for large purchases may be made.

5.5.3.3. Procurement Methods

There are two primary methods of procurement for large purchases of products and services:

- Sealed Bid method; and
- Competitive Proposal method.

5.5.3.4. Required Competition

Formal bids and competitive proposals must be publicly advertised.

For formal purchases by the sealed bid method of procurement, two or more responsible bidders must be willing and able to compete effectively for the business.

For formal purchases by the competitive proposal method of procurement, two or more offerors must be willing and able to submit an offer or proposal.

5.5.3.5. Required Documentation

Every formal purchase must, at a minimum, be supported by a written independent cost estimate, formal bids or proposals, a written cost or price analysis as appropriate, a written justification and detailed rationale for contractor selection (including application of evaluation criteria) and a written determination of the responsibility of the contractor. Additional documentation requirements are dependent upon the formal procurement method that is utilized to make the purchase.

5.5.3.6. Special Considerations

Tillamook County Transportation District may acquire products and services via state contract in lieu of competitively procuring such products and services itself through the sealed bid and competitive proposal methods of procurement.

5.5.3.7. Procedural Methods for Sealed Bids

The sealed bid method of procurement is a formal method in which bids are publicly solicited and a firm fixed price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the Invitation for Bids, is lowest in price. The vehicle through which bids are solicited is an Invitation for Bids (IFB). The IFB document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a bid, and the forms on which bids must be submitted.

- (a) When Appropriate – The sealed bid method of procurement is the preferred method for acquiring products and services that, including construction services, cost greater than \$150,000. The sealed bid method of procurement may also be used for small purchases if it is determined to be appropriate. The sealed bid method of procurement is appropriate if the following conditions apply:
- (1) Precise Specifications – A complete, adequate, precise, and realistic specification or purchase description is available.
 - (2) Adequate Sources – Two or more responsible bidders are willing and able to compete effectively for the business.
 - (3) Fixed Price Contract – The procurement generally lends itself to a firm fixed price contract.
 - (4) Price Determinative – The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
 - (5) Discussions Unnecessary – Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone.
- (b) Requirements for Sealed Bids – The following requirements apply to the sealed bid method of procurement:
- (1) Publicity – The Invitation for Bids must be publicly advertised.

- i. The Transportation Coordinator shall ensure that sufficient time is allowed to prepare bids before the date of bid opening.
 - ii. Notice of bidding opportunities may be provided in other ways in addition, but not as a substitute, to a published notice. The methods may include, but not necessarily be limited to:
 - a. Direct notice, based on compiled vendor lists or from pre-qualification list, sent to prospective offerors; or
 - b. Use of advertisement by electronic means.
- (2) Adequate Sources – Bids must be solicited from an adequate number of known suppliers.
 - (3) Adequate Specifications – The Invitation for Bids, including any specifications and pertinent attachments, must describe the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
 - (4) Sufficient Time – Bidders must be allowed sufficient time to prepare bids before the date of bid opening.
 - (5) Public Opening – All bids must be publicly opened at the time and place prescribed in the Invitation for Bids.
 - (6) Fixed Price Contract – A firm fixed price contract must be awarded in writing to the lowest responsive and responsible bidder unless the Invitation for Bids specifically allowed for award of a fixed price incentive contract or the inclusion of an economic price adjustment provision.
 - (7) Rejection of Bids – Any or all bids may be rejected if there is a sound, documented business reason.

5.5.3.8. Competitive Proposals

The competitive proposal method of procurement is a formal method in which written proposals are publicly solicited and a contract is awarded to the responsible offeror whose proposal, taking into consideration price and other factors, is considered to be the most advantageous to Tillamook County Transportation District or that is considered to be the “best value” to Tillamook County Transportation District. The vehicle through which proposals are solicited is Request for Proposals (RFP). The RFP document contains technical specifications for the product or service to be purchased, a description of the procedures for submitting a proposal and the forms on which proposals must be submitted, if applicable.

- (a) When Appropriate – The competitive proposal method of procurement is appropriate for the acquisition of products and services that cost greater than \$150,000 when the nature of the procurement does not lend itself to sealed bidding and Tillamook County Transportation District expects that more than one source will be willing and able to submit a proposal. The competitive proposal method of procurement may also be used for small purchases if it is determined to be appropriate. The competitive proposal method of procurement may not be used for the procurement of construction services. The competitive proposal method of procurement is appropriate when any of the following circumstances are present:

- (1) Type of Specifications – The products or services to be acquired are described in a performance or functional specification, or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing contract award on factors other than price alone are present.
 - (2) Uncertain Number of Sources – Uncertainty about whether more than one bid will be submitted in response to an Invitation for Bids.
 - (3) Price Alone Not Determinative – Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors.
 - (4) Discussions Expected – Separate discussions with individual offerors are expected to be necessary after they have submitted their proposals.
- (b) Requirements for Competitive Proposals – The following requirements apply to the competitive proposal method of procurement:
- (1) Publicity – The Request for Proposals must be publicly advertised.
 - (2) Evaluation Factors – All evaluation factors and their relative importance must be specified in the solicitation, but numerical or percentage ratings or weights need not be disclosed.
 - (3) Adequate Sources – Proposals must be solicited from an adequate number of qualified sources.
 - (4) Evaluation Method – A specific method must be established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
 - (5) Price and Other Factors – An award must be made to the responsible offeror whose proposal is most advantageous to Tillamook County Transportation District or that represents the “best value” to Tillamook County Transportation District with price and other factors considered.
 - (6) Best Value – Tillamook County Transportation District may award a contract to the offeror whose proposal provides the greatest value to Tillamook County Transportation District. To do so, the solicitation must inform potential offerors that the award will be made on a “best value” basis and identify what factors will form the basis for award. Tillamook County Transportation District must base its determination of which proposal represents the “best value” on an analysis of the tradeoff of qualitative technical factors and price or cost factors.

5.5.3.9. Two-Step Procurements

Tillamook County Transportation District may use two-step procurement procedures in both sealed bid and competitive proposal procurements, provided the opportunity for full and open competition is retained.

- (a) Review of Technical Qualifications and Approach – The first step is a review of the prospective contractors’ technical approach to Tillamook County Transportation District’s request and their technical qualifications to carry out that approach followed by the establishment of a competitive range consisting of

prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

- (b) Review of Bids and Proposals Submitted by Qualified Prospective Contractors – The second step consists of soliciting and reviewing complete bids or proposals, including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, bids or proposals must be solicited from at least three qualified prospective contractors.

5.5.3.10. Architectural and Engineering (A&E) Services and Other Services

FTA's enabling legislation at 49 U.S.C. § 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. § 1101 through 1104, to acquire A&E services.

- (a) Qualifications-Based Procurement Procedures Required – Tillamook County Transportation District must use qualifications-based procurement procedures to acquire architectural and engineering (A&E) services as well as certain other services that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. In addition to A&E services, other services that must be procured by qualifications-based procurement procedures include:

- Program management;
- Construction management;
- Feasibility studies;
- Preliminary engineering;
- Design, architectural, engineering;
- Surveying, mapping; and
- Other related services.

The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

- (b) Qualifications-Based Procurement Procedures Prohibited – Unless FTA determines otherwise in writing, qualifications-based procurement procedures may not be used to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Qualifications-based procurement procedures may not be used for actual construction, alteration or repair to real property.
- (c) Qualifications-Based Procurement Procedures – The following procedures apply to qualifications-based procurements:
- (1) Qualifications – Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.

- (2) Price – Price is excluded as an evaluation factor.
- (3) Most Qualified – Price negotiations are first conducted with only the most qualified offeror.
- (4) Next Most Qualified - Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

5.6. Procurement by Other Than Full and Open Competition

Normally, Tillamook County Transportation District must provide for full and open competition when soliciting bids or proposals. Federal regulations at 2 CFR § 200.320(f)(1) – (4), however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

5.6.1. When Appropriate

Noncompetitive procurement procedures may only be used when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

5.6.1.1. Competition Adequacy

After soliciting several sources and receiving an inadequate response, Tillamook County Transportation District shall review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more price quotes, bids or proposals. If Tillamook County Transportation District determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, Tillamook County Transportation District may determine the original competition adequate and complete the purchase from among the sources that submitted a price quote, bid or proposal. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

5.6.1.2. Sole Source

When Tillamook County Transportation District requires products or services available from only one responsible source, and no other products or services will satisfy its requirements, Tillamook County Transportation District may make a sole source award. In addition, when Tillamook County Transportation District requires an existing contractor to make a change to its contract that is beyond the scope of that contract, Tillamook County Transportation District will consider the change a sole source award that must be justified. Sole source awards are only appropriate when one of the following conditions apply:

- (a) Unique Capability or Availability – The products or services are available from only one source if one of the conditions described below is present:

- (1) Unique or Innovative Concept – The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to Tillamook County Transportation District only from one source and has not in the past been available to Tillamook County Transportation District from another source.
 - (2) Patents or Restricted Data Rights – Patent or data rights restrictions preclude competition.
 - (3) Substantial Duplication Costs – In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.
 - (4) Unacceptable Delay – In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling Tillamook County Transportation District's needs.
- (b) Single Bid or Proposal – Upon receiving a single bid or proposal in response to a solicitation, Tillamook County Transportation District should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.
- (1) Adequate Competition – Competition is adequate when the reasons for a single response were caused by conditions beyond Tillamook County Transportation District's control.
 - (2) Inadequate Competition – Competition is inadequate when the reasons for a single response were caused by conditions within Tillamook County Transportation District's control.
- (c) Unusual and Compelling Urgency – Tillamook County Transportation District may limit the number of sources from which it solicits bids or proposals when Tillamook County Transportation District has such an unusual and urgent need for the products or services that Tillamook County Transportation District would be seriously injured unless it were permitted to limit the solicitation. Tillamook County Transportation District may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the products or services.
- (d) Authorized by ODOT – Tillamook County Transportation District may request permission from ODOT to allow it to use noncompetitive proposals for a particular procurement.
- (e) When Prohibited – Less than full and open competition is not justified based on:

- (1) Failure to Plan – Tillamook County Transportation District's lack of advance planning, resulting in limited competition, is not justification for a sole source or single bid award.
 - (2) Limited Availability of Federal Assistance – Concerns about the amount of Federal assistance available to support the procurement;
- (f) Procurement Procedures – The following requirements apply when Tillamook County Transportation District completes a procurement utilizing less than full and open competition:
- (1) Potential Sources – Tillamook County Transportation District must solicit offers from as many potential sources as is practicable under the circumstances.
 - (2) Sole Source Justification – Tillamook County Transportation District must justify all sole source procurements in writing. Sole source procurement justifications must describe the reasons for why a sole source procurement is appropriate, state which of the authorized justifications listed in Section 5.6.1.2 are applicable, include a cost analysis and be signed by the Transportation Coordinator. If Tillamook County Transportation District decides to solicit an offer from only one source, Tillamook County Transportation District must justify its decision in writing. The written justification must include the same elements as a sole source justification except that it must state which of the authorized justifications listed in Section 5.6.1.2 are applicable to the sole source purchase.
 - (3) Cost Analysis – Tillamook County Transportation District must prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits. A price analysis shall not be adequate to justify a sole source purchase.
- (g) Exception for Procurement Activities Using Non-FTA Funds – When it is determined by the Transportation Coordinator to be in the best interest of Tillamook County Transportation District, noncompetitive procurement procedures may be utilized to acquire professional or other transportation-related services that do not involve the use of FTA financial assistance. Any such determination must be made in writing and signed by the Transportation Coordinator.

5.7. Evaluation Requirements

The following standards shall apply to all evaluations of bids or proposals conducted by Tillamook County Transportation District.

5.7.1. General

When evaluating bids or proposals received in response to a solicitation, Tillamook County Transportation District shall consider all evaluation factors specified in the solicitation documents and shall evaluate the bids or offers proposals only on the evaluation factors included in those solicitation documents. Tillamook County Transportation District may not

modify its evaluation factors after bids or proposals have been received without re-opening the solicitation.

5.7.2. Options

The following standards shall apply when awarding contracts that include options:

5.7.2.1. Evaluation Required

In general, Tillamook County Transportation District must evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

5.7.2.2. Evaluation Not Required

Tillamook County Transportation District need not evaluate bids or offers for any option quantities when Tillamook County Transportation District does not intend to exercise those options after the contract is awarded or if it determines that evaluation would not otherwise be in its best interests.

5.7.2.3. Evaluators

In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the Transportation Coordinator determines would be necessary or helpful. If Tillamook County Transportation District lacks qualified personnel within its organization, it may solicit evaluators from other transit organizations or may contract for evaluation services. If it does so, the procurement procedures in this policy will apply to those contracts and to those contractors selected to perform evaluation functions on behalf of the recipient.

5.8. Contract Award Requirements

The following standards shall apply to all contract award decisions made by Tillamook County Transportation District:

5.8.1. Award to Other Than the Lowest Bidder or Offeror

Tillamook County Transportation District may award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. Tillamook County Transportation District may also award a contract to other than the offeror whose price proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, Tillamook County Transportation District must include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

5.8.1.1. Award Only to a Responsible Bidder or Offeror

Tillamook County Transportation District may only award contracts to responsible contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract and who demonstrate that its proposed subcontractors also qualify as responsible. Tillamook County Transportation District must consider such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources when making a determination of contractor responsibility. Tillamook County Transportation District must also ensure that the contractor is not listed as a debarred or suspended contractor on the System for Award Management (SAM), which is maintained by the General Services Administration (GSA), at the time of contract award. Entities that are listed as debarred or suspended contractors on SAM may not be determined to be responsible contractors by Tillamook County Transportation District. For every procurement action above the micro-purchase level, Tillamook County Transportation District must make a written determination of the responsibility of the contractor and include such determination in the applicable contract file (See Section 3.6).

To designate a prospective contractor “responsible” as required by 49 U.S.C. § 5325, Tillamook County Transportation District, at a minimum, must determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor:

- (a) Integrity and Ethics – Has a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).
- (b) Debarment and Suspension – Is neither debarred nor suspended from Federal programs under DOT regulations, “Nonprocurement Suspension and Debarment,” 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
- (c) Affirmative Action and DBE – Is in compliance with 2 CFR Part 321’s affirmative action and FTA’s Disadvantaged Business Enterprise requirements.
- (d) Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. § Section 5325(j)(2)(B).
- (e) Administrative and Technical Capacity – Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
- (f) Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations.
- (g) Financial Resources – Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D).
- (h) Production Capability – Has, or can obtain, the necessary production, construction, and technical equipment and facilities.

- (i) Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- (j) Performance Record – Is able to provide a:
 - (1) Current Performance – Satisfactory current performance record; and
 - (2) Past Performance – Satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:
 - i. Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,
 - ii. Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient’s solicitation, and
 - iii. Any Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be non-responsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror’s control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of non-responsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. ODOT expects Tillamook County Transportation District to consider the number of the bidder or offeror’s contracts involved and the extent of deficient performance in each contract when making this determination.

5.8.1.2. Rejection of Bids and Proposals

Tillamook County Transportation District may reject all bids or proposals submitted in response to an Invitation for Bids or Request for Proposals. Tillamook County Transportation District must include a statement in its solicitation document reserving the right to reject all bids or proposals.

- (a) Extent and Limits of Contract Award – The selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor’s wholly owned affiliates to perform other work in connection with the project.

5.9. Independent Cost Estimate and Cost and Price Analysis

5.9.1. Independent Cost Estimate

For every procurement, Tillamook County Transportation District shall make a written independent estimate of cost prior to receiving price quotes, bids or proposals.

5.9.2. Cost or Price Analysis

Tillamook County Transportation District shall perform a cost or price analysis in connection with every procurement over \$150,000 and for all contract modifications.

5.9.2.1. Price Analysis

If Tillamook County Transportation District determines that competition was adequate, a written price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price.

5.9.2.2. Cost Analysis

Tillamook County Transportation District must perform or obtain a cost analysis when:

- (a) A price analysis will not provide sufficient information to determine the reasonableness of the contract cost.
- (b) When the offeror submits elements of the estimated cost.
- (c) When only a sole source is available, even if the procurement is a contract modification.
- (d) In the event of a change order.

5.9.3. Approval of Contracts

All contracts must be signed by the General Manager.

6. CONTRACT ADMINISTRATION REQUIREMENTS AND CONSIDERATIONS

6.1. Tillamook County Transportation District Staff Responsibilities

Prior to execution of third party contracts, Tillamook County Transportation District shall designate a Project Manager to serve as Tillamook County Transportation District's principal contact with the contractor and as the primary administrator of the contract. The designated Project Manager for each contract shall have responsibility for directing and overseeing the work performed by the contractor; reviewing and approving deliverables and invoices from the contractor; determining percentage of contract completion for progress payments (if applicable); making recommendations on the exercise of contract options (if applicable); recommending contract changes; preparing justifications for contract changes; performing independent cost estimates and cost or price analyses for contract changes; making recommendations on approval or rejection of subcontractors; assisting with the resolution of contract disputes; making recommendations on contract termination or other contractor disciplinary actions; maintaining complete contract files; and other contract administration duties that may be necessary.

6.2. Administrative Restrictions on the Acquisition of Property and Services

The following Federal laws and regulations impose administrative requirements, many of which will affect specific third party procurements.

6.2.1. Legal Eligibility

The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

6.2.2. Scope of the Project

The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

6.2.3. Period of Performance

Tillamook County Transportation District will use sound business judgment and be judicious in establishing and extending a contract's period of performance.

6.2.3.1. General Standards

The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. Tillamook County Transportation District will also consider competition, pricing, fairness, and public perception. Tillamook County Transportation District's procurement files will document its rationale for determining the performance period designated for each contract.

6.2.3.2. Time Extensions

Consistent with the general tone of FTA Circular 4220.1F, contract time extensions shall be considered in light of whether they are permissible changes or impermissible cardinal changes. Once Tillamook County Transportation District awards a third party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

6.2.3.3. Authority to Extend

The General Manager has the sole authority to approve and execute contract modifications. The Transportation Coordinator for the contract shall recommend all contract time; prior to making a recommendation for a contract time extension. The Transportation Coordinator shall prepare a written justification and cost analysis (if applicable) for the contract time extension and shall negotiate the appropriate contract modification with the contractor.

6.3. Federal Cost Principles

Federal rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.

OMB guidance for grants and agreements, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR § 200, applies to project costs incurred Tillamook County Transportation District.

6.4. Payment Provisions

Tillamook County Transportation District will follow the provisions of this section when using FTA funds to support its third party contracts.

6.4.1. Financial Support for the Project

Costs may only be incurred by Tillamook County Transportation District if ODOT has awarded a financial assistance contract to Tillamook County Transportation District.

6.4.1.1. Progress Payments

Progress payments are payments for contract work that has not been completed. Tillamook County Transportation District may use ODOT assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

6.4.1.2. Adequate Security for Progress Payments

Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. Tillamook County Transportation District should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

6.4.1.3. Adequate Documentation

Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

6.4.1.4. Percentage of Completion Method

Federal rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. Tillamook County Transportation District, however, may not make progress payments for other than construction contracts based on this percentage method.

6.5. Protections Against Performance Difficulties

Tillamook County Transportation District shall include provisions in its third party contracts that will reduce potential problems that might occur during contract performance, as follows:

6.5.1. Changes

Tillamook County Transportation District shall include provisions that address changes and changed conditions in all third party contracts except for routine supply contracts.

6.5.2. Remedies

Tillamook County Transportation District shall include provisions that address remedies in its third party contracts. Provisions related to remedies may include provisions for:

6.5.2.1. Liquidated Damages

Tillamook County Transportation District may use liquidated damages if Tillamook County Transportation District reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. Rate and measurement standards must be calculated to reasonably reflect Tillamook County Transportation District's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages may be established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The contract file must include a record of the calculation and rationale

for the amount of damages established. Any liquidated damages recovered must be credited to the project account.

6.5.2.2. Violation or Breach

Third party contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor.

6.5.2.3. Suspension of Work

Tillamook County Transportation District may include provisions pertaining to suspension of work in its third party contracts.

6.5.2.4. Termination

Termination for cause and termination for convenience provisions must be included in third party contracts exceeding \$10,000.

6.6. Contents of Complete Contract Files

The following documents shall comprise the contents of a complete contract file for procurements above the micro-purchase level:

6.6.1. Written Record of Procurement History

Tillamook County Transportation District shall maintain written records detailing the history of the procurement, including records relating to:

6.6.1.1. Procurement Method

Tillamook County Transportation District must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.

6.6.1.2. Contract Type

Tillamook County Transportation District must state the reasons for selecting the contract type it used.

6.6.1.3. Contractor Selection

Tillamook County Transportation District must state its reasons for contractor selection or rejection, including written justification and evaluation documents.

6.6.1.4. Contractor Responsibility

Tillamook County Transportation District must provide a written determination of responsibility for the successful contractor.

6.6.1.5. Cost or Price

Tillamook County Transportation District must evaluate and state its justification for the contract cost or price, including the independent cost estimate and cost or price analysis.

6.6.1.6. Reasonable Documentation

Tillamook County Transportation District must retain documentation commensurate with the size and complexity of the procurement, including documents related to solicitation, receipt and evaluation of offers, and contract award, negotiation and execution.

6.7. Access to Records

Federal rules (49 U.S.C. § 5325(g)) provide FTA and ODOT officials, the Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

6.8. Contract Administration and Close-Out Documents

Tillamook County Transportation District shall maintain written records detailing the performance and close-out of the contract, including records relating to:

6.8.1. Contractor Performance

Tillamook County Transportation District must maintain documents related to contractor adherence to budget and schedule, compliance with contract terms and conditions, DBE participation, progress reports, disputes and disciplinary actions.

6.8.2. Contract Deliverables

Tillamook County Transportation District must maintain copies of all contract deliverables and records relating to approval, rejection and requested modifications of contract deliverables.

6.8.3. Contract Changes

Tillamook County Transportation District must maintain copies of all contract modifications, including documentation related to the determination of need, written justification and rationale, cost analysis, negotiation and execution.

6.8.4. Contract Payments

Tillamook County Transportation District must retain documentation of invoices, approval of payments, requests for modifications to invoices, determination of percentage of contract completion for partial payments (if applicable), and ownership of title to partial work products.

6.8.5. Contract Close-Out

Tillamook County Transportation District must retain documentation related to contractor performance and evaluation, approval of final deliverables and payments, transfer of title to complete work products to Tillamook County Transportation District, and contract audit and final reconciliation.

6.9. Protest Procedures

6.9.1. Statement of Policy

Tillamook County Transportation District is responsible for resolving all contractual and administrative issues, including protests of evaluations and contract awards, arising out of its third party procurements using good administrative practices and sound business judgment.

In general, ODOT will not substitute its judgment for that of Tillamook County Transportation District unless the matter is primarily a Federal concern. Nevertheless, ODOT and FTA can become involved in Tillamook County Transportation District's administrative decisions when a Tillamook County Transportation District protest decision is appealed to ODOT.

Tillamook County Transportation District shall give timely notification to ODOT when it receives a third party procurement protest and will keep FTA informed about the status of any such protest. Tillamook County Transportation District shall disclose all information about any third party procurement protest to ODOT upon request.

Tillamook County Transportation District's procedure for addressing third party procurement protests is described in Paragraph 6.9.2 below. Tillamook County Transportation District shall insert its protest procedure in all solicitation documents for products and services having an estimated value of \$100,000 or greater.

6.9.2. Tillamook County Transportation District Staff Responsibilities

The following staff responsibilities shall be assigned in all protests:

- Transportation Coordinator – Responsibilities include: ensuring that the Tillamook County Transportation District Protest Procedure is included in all solicitation documents; and providing information to and assisting the General Manager and District Counsel with the resolution of protests.
- District Counsel – Responsibilities include: reviewing all procurement protests; and advising and assisting the Tillamook County Transportation District as needed with the resolution of all procurement protests.

6.9.3. Solicitation Provision

Tillamook County Transportation District shall insert the following provision in all solicitation documents:

6.9.3.1. Pre-Proposal Protests

All protests concerning solicitation specifications, criteria and/or procedures shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transportation Coordinator as specified below not later than ten (10) business days prior to the deadline for submission of bids/proposals.

The Transportation Coordinator may, within his or her discretion, postpone the deadline for submission of bids/proposals, but in any case, shall provide a written response to all protests not later than five (5) business days prior to the deadline for submission of bids/proposals. If the deadline for submission of bids/proposals is postponed by the Transportation Coordinator as the result of a protest the postponement will be announced through an addendum to the solicitation.

The decision by the Transportation Coordinator shall be the final agency decision on the matter but shall be subject to judicial review as set forth by FTA below.

6.9.3.2. Pre-Award Protests

With respect to protests made after the deadline for submission of bids/proposals but before contract award by Tillamook County Transportation District, protests shall be limited to those protests alleging a violation of Federal or State law, a challenge to the bids/proposals evaluation and award process, Tillamook County Transportation District's failure to have or follow its protest procedures or its failure to review a complaint or protest. Such protests shall be submitted in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transportation Coordinator as specified below not later than five (5) business days after the Recommendation for Contract Award announcement by Tillamook County Transportation District.

The Transportation Coordinator may, within his or her discretion, postpone the award of the contract, but in any case, shall provide a written response to all protests not later than three (3) business days prior to the date that Tillamook County Transportation District shall announce the contract award.

The decision by the Transportation Coordinator shall be the final agency decision on the matter but shall be subject to judicial review as set forth or review by ODOT as specified below.

6.9.4. Requirements for Protests

All protests must be submitted to Tillamook County Transportation District in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail), with sufficient documentation, evidence and legal authority to demonstrate that the Protestor is entitled to the relief requested. The protest must be certified as being true and correct to the best knowledge and information of the Protestor, and be signed by the Protestor. The protest must also include a mailing address to which a response should be sent.

Protests received after the deadlines for receipt of protests specified above are subject to denial without any requirement for review or action by Tillamook County Transportation District.

All protests must be directed in writing (defined as being sent or received via letter or facsimile on official firm/agency letterhead or by electronic mail) to the Transportation Coordinator at the address shown in the solicitation documents.

6.9.5. Protest Response

The Transportation Coordinator shall issue written responses to all protests received by the required protest response dates. All protest responses shall be transmitted by first-class U.S. Postal Service to the address indicated in the protest letter.

For convenience, Tillamook County Transportation District will also send a copy of the response to a protest to the Protester by facsimile and/or electronic mail if a facsimile number and/or electronic mail address are indicated in the protest letter. The protest response transmitted by U.S. Postal Service shall be the official Tillamook County Transportation District response to the protest and Tillamook County Transportation District will not be responsible for the failure of the Protester to receive the protest response by either facsimile or electronic mail.

6.9.6. Review of Protests by ODOT

All protests involving contracts financed with Federal assistance shall be disclosed to ODOT. Protesters shall exhaust all administrative remedies with Tillamook County Transportation District prior to pursuing protests with ODOT. ODOT limits its reviews of protests to: a grantee's failure to have or follow its protest procedures; a grantee's failure to review a complaint or protest when presented an opportunity to do so; or violations of Federal law or regulation. Appeals to ODOT must be received within five (5) working days of the date the Protester has received actual or constructive notice of Tillamook County Transportation District final decision or within five (5) working days of the date the Protester has identified other grounds for appeal to ODOT.