

**Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting**



Thursday, June 20, 2019 at 6:30PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District
 Normal Trial Balance - Unposted Transactions Included In Report
 From 5/31/2019 Through 5/31/2019

| <u>Account Code</u> | <u>Account Title</u> | <u>Debit Balance</u> | <u>Credit Balance</u> |
|---------------------|--------------------------|----------------------|-----------------------|
| 1001 | General Checking Account | 414,549.09 | |
| 1006 | Payroll Checking | 20,582.94 | |
| 1009 | NW RIDES ACCOUNT | 39,822.62 | |
| 1011 | Prop. Mgmt. Checking | 65,050.56 | |
| 1020 | LGIP - General Account | 699,744.53 | |
| 1030 | LGIP - Capital Reserve | 657,727.73 | |
| 1040 | Petty Cash | 200.00 | |
| | | <hr/> | <hr/> |
| Report Total | | 1,897,677.47 | 0.00 |
| | | <hr/> <hr/> | <hr/> <hr/> |
| Report Difference | | 1,897,677.47 | |
| | | <hr/> <hr/> | |

Tillamook County Transportation District

Financial Statement

From 5/1/2019 Through 5/31/2019

| | Current | | Current Year Actual | Total Budget | Total Budget Variance | 92% |
|--------------------------------|---------------|---------------|------------------------|--------------|--------------------------|---------|
| | Period Actual | Period Budget | | | | |
| Resources | | | | | | |
| Working Capital | 3500 | 0.00 | 0.00 | 1,432,835.00 | (1,432,835.00) | 0.00% |
| Fares | 4000 | 23,634.62 | 273,172.65 | 265,000.00 | 8,172.65 | 103.08% |
| Contract Revenue | 4020 | 5,264.00 | 692,425.47 | 887,000.00 | (194,574.53) | 78.06% |
| Property Tax | 4100 | 3,824.47 | 914,957.14 | 900,000.00 | 14,957.14 | 101.66% |
| Past Years Property Tax | 4110 | 1,665.79 | 18,840.31 | 40,000.00 | (21,159.69) | 47.10% |
| State Timber Revenue | 4120 | 36,492.25 | 207,520.75 | 215,000.00 | (7,479.25) | 96.52% |
| Mass Transit State Payroll Tax | 4130 | 0.00 | 63,927.97 | 85,000.00 | (21,072.03) | 75.20% |
| STIF Formula | 4135 | 164,842.00 | 164,842.00 | 130,000.00 | 34,842.00 | 126.80% |
| Capital Grants | 4210 | 0.00 | 0.00 | 706,412.00 | (706,412.00) | 0.00% |
| Grants - FTA 5311 | 4220 | 0.00 | 348,751.00 | 360,000.00 | (11,249.00) | 96.87% |
| NWOTA Partner Cont. Match | 4225 | 0.00 | 48,000.00 | 48,000.00 | 0.00 | 100.00% |
| Grants - STF | 4230 | 0.00 | 67,000.00 | 67,000.00 | 0.00 | 100.00% |
| Grants - 5311 (f) | 4240 | 0.00 | 170,705.00 | 220,000.00 | (49,295.00) | 77.59% |
| Grants - 5310 | 4245 | 0.00 | 79,047.00 | 100,000.00 | (20,953.00) | 79.04% |
| Special Bus Operations | 4300 | 191.12 | 656.98 | 1,000.00 | (343.02) | 65.69% |
| Miscellaneous Income | 4400 | 19.98 | 6,952.73 | 1,000.00 | 5,952.73 | 695.27% |
| Sale of Assets - Income | 4410 | 0.00 | 1,000.00 | 10,000.00 | (9,000.00) | 10.00% |
| Interest Income | 4510 | 3,138.24 | 28,402.80 | 24,000.00 | 4,402.80 | 118.34% |
| Advertising Income | 4520 | 0.00 | 0.00 | 1,000.00 | (1,000.00) | 0.00% |
| Lease Income | 4900 | 1,900.00 | 20,500.00 | 18,000.00 | 2,500.00 | 113.88% |
| Lease Operational Exp Income | 4910 | 569.03 | 7,293.18 | 6,500.00 | 793.18 | 112.20% |
| Transfer From General Fund | 4911 | 0.00 | 13,000.00 | 22,000.00 | (9,000.00) | 59.09% |
| Transfer from Capital Reserve | 4914 | 0.00 | 75,000.00 | 0.00 | 75,000.00 | 0.00% |
| Transfer from Veh. Purch. Res. | 4915 | 0.00 | 0.00 | 20,835.00 | (20,835.00) | 0.00% |

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 5/1/2019 Through 5/31/2019

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 92% |
|---------------------------------|--------------------------|--------------------------|------------------------|---------------------|--------------------------|---------------|
| Transfer from STF Fund | 4916 | 0.00 | 47,848.00 | 47,848.00 | 0.00 | 100.00% |
| Transfer from NWOTA | 4917 | 0.00 | 3,000.00 | 3,000.00 | 0.00 | 100.00% |
| Total Resources | <u>241,541.50</u> | <u>254,575.65</u> | <u>3,252,842.98</u> | <u>5,611,430.00</u> | <u>(2,358,587.02)</u> | <u>57.97%</u> |
| Expenses | | | | | | |
| Personnel Services | | | | | | |
| Payroll: Administration | 5010 | 19,652.20 | 257,609.32 | 331,050.00 | 73,440.68 | 77.81% |
| Payroll: Dispatch | 5020 | 6,965.75 | 88,254.50 | 125,500.00 | 37,245.50 | 70.32% |
| Payroll: Drivers | 5030 | 72,430.46 | 873,068.52 | 866,500.00 | (6,568.52) | 100.75% |
| Payroll: Maintenance | 5040 | 2,762.44 | 35,077.38 | 65,000.00 | 29,922.62 | 53.96% |
| Payroll: Indirect | 5041 | (2,438.11) | 0.00 | 0.00 | 0.00 | 0.00% |
| Payroll Expense | 5050 | 9,515.09 | 286,365.69 | 610,000.00 | 323,634.31 | 46.94% |
| Payroll Healthcare | 5051 | 22,175.19 | 103,686.68 | 0.00 | (103,686.68) | 0.00% |
| Payroll Retirement | 5052 | 5,041.76 | 25,071.87 | 0.00 | (25,071.87) | 0.00% |
| Payroll Veba | 5053 | 0.00 | 9,420.42 | 0.00 | (9,420.42) | 0.00% |
| Workers Compensation Ins. | 5055 | 0.00 | 17,769.19 | 22,500.00 | 4,730.81 | 78.97% |
| Total Personnel Services | <u>136,104.78</u> | <u>168,379.16</u> | <u>1,696,323.57</u> | <u>2,020,550.00</u> | <u>324,226.43</u> | <u>83.95%</u> |
| Materials and Services | | | | | | |
| Miscellaneous Expense | 5060 | 0.00 | 1,260.15 | 0.00 | (1,260.15) | 0.00% |
| Professional Services | 5100 | 5,448.55 | 84,708.78 | 90,750.00 | 6,041.22 | 93.34% |
| Administrative Support | 5101 | 0.00 | 13,359.75 | 25,000.00 | 11,640.25 | 53.43% |
| Website Maintenance | 5102 | 0.00 | 4,500.00 | 5,000.00 | 500.00 | 90.00% |
| Planning | 5103 | 0.00 | 1,666.67 | 20,000.00 | 10,650.00 | 46.75% |
| Dues & Subscriptions | 5120 | 0.00 | 7,974.00 | 12,000.00 | 4,026.00 | 66.45% |
| Office Equipment R&R | 5140 | 225.22 | 2,309.25 | 3,000.00 | 690.75 | 76.97% |

Monthly BOD Report w/YTD Budget & Variance

Date: 6/17/19 01:26:57 PM

Tillamook County Transportation District

Financial Statement

From 5/1/2019 Through 5/31/2019

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 92% |
|--|--------------------------|--------------------------|------------------------|--------------|--------------------------|---------|
| 5145 Computer R&M | 2,300.00 | 2,916.67 | 28,238.78 | 37,500.00 | 9,261.22 | 75.30% |
| 5150 Fees & Licenses | 499.99 | 1,458.33 | 23,857.16 | 33,500.00 | 9,642.84 | 71.21% |
| 5160 Insurance | 0.00 | 7,541.67 | 69,491.50 | 90,500.00 | 21,008.50 | 76.78% |
| 5170 Office Expenses | 355.96 | 1,083.33 | 11,051.56 | 13,000.00 | 1,948.44 | 85.01% |
| 5175 Board Expenses | 706.95 | 833.33 | 7,483.07 | 10,000.00 | 2,516.93 | 74.83% |
| 5180 Operational Expenses | 3,870.86 | 2,541.67 | 32,870.99 | 30,500.00 | (2,370.99) | 107.77% |
| 5185 Drug & Alcohol Administration | 50.00 | 125.00 | 1,745.00 | 1,500.00 | (245.00) | 116.33% |
| 5190 Marketing | 8,995.60 | 4,000.00 | 25,350.70 | 48,000.00 | 22,649.30 | 52.81% |
| 5210 Telephone Expense | 1,299.70 | 1,758.33 | 16,600.80 | 21,600.00 | 4,999.20 | 76.85% |
| 5220 Travel & Training | 1,468.67 | 2,875.00 | 28,588.77 | 34,500.00 | 5,911.23 | 82.86% |
| 5240 Vehicle Expense | 34,106.28 | 14,791.66 | 199,398.64 | 177,500.00 | (21,898.64) | 112.33% |
| 5245 Fuel Expenses | 23,867.01 | 21,666.66 | 251,132.02 | 260,000.00 | 8,867.98 | 96.58% |
| 5250 Volunteers | 0.00 | 125.00 | 0.00 | 1,500.00 | 1,500.00 | 0.00% |
| 5260 Postage | 0.00 | 125.00 | 842.30 | 1,500.00 | 657.70 | 56.15% |
| 5270 Mgmt/Labor Recreation Fund | 0.00 | 197.25 | 1,260.96 | 2,367.00 | 1,106.04 | 53.27% |
| 5280 Transit & Visitor Center Lease | 700.00 | 700.00 | 7,700.00 | 8,400.00 | 700.00 | 91.66% |
| 5285 Transit & Visitor Center Maint | 1,232.99 | 1,250.00 | 12,376.25 | 15,000.00 | 2,623.75 | 82.50% |
| 5290 General Operating Cont. | 0.00 | 2,916.67 | 0.00 | 35,000.00 | 35,000.00 | 0.00% |
| 5300 Property Operating Expenses | 1,921.07 | 2,083.33 | 17,186.01 | 25,000.00 | 7,813.99 | 68.74% |
| 5330 Flex Lease: Fees | 0.00 | 83.33 | 320.00 | 1,000.00 | 680.00 | 32.00% |
| 5340 Property Maint. & Repair | 1,555.46 | 833.33 | 15,586.76 | 10,000.00 | (5,586.76) | 155.86% |
| 5346 Operations Facility Maint. | 75.00 | 208.33 | 2,884.91 | 2,500.00 | (384.91) | 115.39% |
| Total Materials and Services | 88,679.31 | 82,218.06 | 877,428.11 | 1,016,117.00 | 138,688.89 | 86.35% |
| Special Payments | | | | | | |
| 5200 STF Payments to Recipients | 0.00 | 300.00 | 19,152.00 | 19,152.00 | 0.00 | 100.00% |
| Monthly BOD Report w/YTD Budget & Variance | | | | | | |

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Tillamook County Transportation District

Financial Statement

From 5/1/2019 Through 5/31/2019

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 92% |
|--------------------------------|--------------------------|--------------------------|------------------------|--------------|--------------------------|---------|
| Total Special Payments | 0.00 | 300.00 | 19,152.00 | 19,152.00 | 0.00 | 100.00% |
| Transfers | | | | | | |
| Transfer to LGIP 5931 | 0.00 | 0.00 | 75,000.00 | 0.00 | (75,000.00) | 0.00% |
| Transfer to General Fund | 0.00 | 0.00 | 50,848.00 | 71,683.00 | 20,835.00 | 70.93% |
| Transfer to Vehicle Reserve | 0.00 | 0.00 | 1,000.00 | 10,000.00 | 9,000.00 | 10.00% |
| Transfer to NWOTA Fund | 0.00 | 0.00 | 12,000.00 | 12,000.00 | 0.00 | 100.00% |
| Reserve for Future Expenditure | 0.00 | 0.00 | 0.00 | 624,750.00 | 624,750.00 | 0.00% |
| Unappropriated Ending Fund Bal | 0.00 | 0.00 | 0.00 | 810,087.00 | 810,087.00 | 0.00% |
| Total Transfers | 0.00 | 0.00 | 138,848.00 | 1,528,520.00 | 1,389,672.00 | 9.08% |
| Capital Outlay | | | | | | |
| Debt Service | | | | | | |
| Flex Lease: Principal | 0.00 | 3,750.00 | 50,000.00 | 45,000.00 | (5,000.00) | 111.11% |
| Flex Lease: Interest | 0.00 | 1,250.00 | 7,425.00 | 15,000.00 | 7,575.00 | 49.50% |
| PUD Loan Expense | 602.58 | 0.00 | 6,627.85 | 7,500.00 | 872.15 | 88.37% |
| OTIB Debt Service | 0.00 | 0.00 | 29,590.54 | 29,591.00 | 0.46 | 99.99% |
| Total Debt Service | 602.58 | 5,000.00 | 93,643.39 | 97,091.00 | 3,447.61 | 96.45% |
| Capital Purchases | | | | | | |
| Building Repair & Renovation | 0.00 | 3,250.00 | 7,326.87 | 39,000.00 | 31,673.13 | 18.78% |
| Bus Replacement/Addition | 0.00 | 69,583.33 | 0.00 | 835,000.00 | 835,000.00 | 0.00% |
| Computer Upgrade | 0.00 | 416.67 | 5,233.05 | 5,000.00 | (233.05) | 104.66% |
| Fuel Cell Triangulation Point | 0.00 | 500.00 | 0.00 | 6,000.00 | 6,000.00 | 0.00% |
| Bus Stop Signage/Shelters | 0.00 | 3,333.33 | 13,127.15 | 45,000.00 | 31,872.85 | 29.17% |
| Other Capital Projects | 0.00 | 0.00 | 3,475.00 | 0.00 | (3,475.00) | 0.00% |
| Total Capital Purchases | 0.00 | 77,083.33 | 29,162.07 | 930,000.00 | 900,837.93 | 3.14% |
| Total Capital Outlay | 602.58 | 82,083.33 | 122,805.46 | 1,027,091.00 | 904,285.54 | 11.96% |

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Financial Statement

From 5/1/2019 Through 5/31/2019

| Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 92% | |
|--------------------------|--------------------------|------------------------|-------------------------|--------------------------|-------------------------|-------------------|
| Total Expenses | 225,386.67 | 332,980.55 | 2,854,557.14 | 5,611,430.00 | 2,756,872.86 | 50.87% |

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Tillamook County Transportation District

Financial Statement

From 5/1/2019 Through 5/31/2019

NWR

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 92% |
|---------------------------------|--------------------------|--------------------------|------------------------|---------------------|--------------------------|----------------|
| Resources | | | | | | |
| NWR Startup | 0.00 | 0.00 | 206,000.00 | 206,000.00 | 0.00 | 100.00% |
| NWR Revenue | 386,554.59 | 0.00 | 3,217,428.32 | 3,060,000.00 | 157,428.32 | 105.14% |
| Miscellaneous Income | 0.00 | 0.00 | 0.00 | 5,000.00 | (5,000.00) | 0.00% |
| Total Resources | 386,554.59 | 0.00 | 3,423,428.32 | 3,271,000.00 | 152,428.32 | 104.66% |
| Expenses | | | | | | |
| Personnel Services | | | | | | |
| Payroll: Administration | 17,580.10 | 0.00 | 205,278.52 | 379,425.00 | 174,146.48 | 54.10% |
| Payroll: Indirect | 2,438.11 | 0.00 | 2,438.11 | 10,575.00 | 8,136.89 | 23.05% |
| Payroll Expense | 0.00 | 0.00 | 44,865.06 | 30,000.00 | (14,865.06) | 149.55% |
| Payroll Healthcare | 7,631.79 | 0.00 | 39,290.74 | 0.00 | (39,290.74) | 0.00% |
| Payroll Retirement | 0.00 | 0.00 | 1,773.56 | 0.00 | (1,773.56) | 0.00% |
| Payroll Veba | 0.00 | 0.00 | 4,028.87 | 0.00 | (4,028.87) | 0.00% |
| Total Personnel Services | 27,650.00 | 0.00 | 297,674.86 | 420,000.00 | 122,325.14 | 70.87% |
| Materials and Services | | | | | | |
| Professional Services | 1,000.00 | 0.00 | 21,843.50 | 25,000.00 | 3,156.50 | 87.37% |
| Dues & Subscriptions | 0.00 | 0.00 | 0.00 | 2,100.00 | 2,100.00 | 0.00% |
| Office Equipment R&R | 225.22 | 0.00 | 2,113.25 | 2,400.00 | 286.75 | 88.05% |
| Computer R&M | 700.00 | 0.00 | 6,300.00 | 14,700.00 | 8,400.00 | 42.85% |
| Fees & Licenses | 0.00 | 0.00 | 0.00 | 10,320.00 | 10,320.00 | 0.00% |
| Insurance | 0.00 | 0.00 | 0.00 | 2,400.00 | 2,400.00 | 0.00% |
| Office Expenses | 172.49 | 0.00 | 10,877.74 | 15,000.00 | 4,122.26 | 72.51% |
| Operational Expenses | 0.00 | 0.00 | 391.56 | 2,500.00 | 2,108.44 | 15.66% |
| Telephone Expense | 2,201.75 | 0.00 | 18,090.49 | 20,000.00 | 1,909.51 | 90.45% |

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Tillamook County Transportation District

Financial Statement

From 5/1/2019 Through 5/31/2019

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 92% |
|-------------------------------------|--------------------------|--------------------------|------------------------|---------------------|--------------------------|----------------|
| Travel & Training | 88.45 | 0.00 | 2,413.05 | 9,000.00 | 6,586.95 | 26.81% |
| Postage | 9.95 | 0.00 | 639.80 | 5,000.00 | 4,360.20 | 12.79% |
| Purchased Transportation | 242,135.68 | 0.00 | 2,393,835.07 | 2,375,880.00 | (17,955.07) | 100.75% |
| Member Mileage Reimbursement | 10,220.00 | 0.00 | 123,262.25 | 45,000.00 | (78,262.25) | 273.91% |
| Volunteer Mileage Reimburse | 50,897.13 | 0.00 | 356,887.50 | 80,000.00 | (276,887.50) | 446.10% |
| Office Rent | 400.00 | 0.00 | 4,000.00 | 4,800.00 | 800.00 | 83.33% |
| Property Operating Expenses | 77.34 | 0.00 | 784.00 | 900.00 | 116.00 | 87.11% |
| Total Materials and Services | 308,128.01 | 0.00 | 2,941,438.21 | 2,615,000.00 | (326,438.21) | 112.48% |
| Capital Outlay | | | | | | |
| Capital Purchases | | | | | | |
| Computer Upgrade | 0.00 | 0.00 | 15,542.31 | 20,000.00 | 4,457.69 | 77.71% |
| Ecolane Investment | 0.00 | 0.00 | 206,000.00 | 206,000.00 | 0.00 | 100.00% |
| Office Furnishings | 0.00 | 0.00 | 9,032.35 | 10,000.00 | 967.65 | 90.32% |
| Total Capital Purchases | 0.00 | 0.00 | 230,574.66 | 236,000.00 | 5,425.34 | 97.70% |
| Total Capital Outlay | 0.00 | 0.00 | 230,574.66 | 236,000.00 | 5,425.34 | 97.70% |
| Total Expenses | 335,778.01 | 0.00 | 3,469,687.73 | 3,271,000.00 | (198,687.73) | 106.07% |

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 5/1/2019 Through 5/31/2019

| Document Number | Document Date | Transaction Amount | Payee | Transaction Description |
|-----------------|---------------|--------------------|-------------------------------|-------------------------------------|
| 14389 | 5/9/2019 | 160.00 | 24/7 TRUCK AND AUTO SERVICE | PM SERVICE 27 |
| 14389 | 5/9/2019 | 80.00 | 24/7 TRUCK AND AUTO SERVICE | REPLACE TIRES 300 |
| 14390 | 5/9/2019 | 368.35 | ADP, LLC | ADP PAYROLL |
| 14391 | 5/9/2019 | 245.76 | ALSCO - Portland Linen | MATT SERVICE |
| 14392 | 5/9/2019 | 1,296.00 | CHRISSEY'S CLEANING SERVICE | JANITORIAL AND BUS CLEANING |
| 14393 | 5/9/2019 | 49.45 | Coast Printing & Stationery | OFFICE SUPPLIES |
| 14394 | 5/9/2019 | 372.40 | COUNTRY MEDIA | ADVERTISING |
| 14394 | 5/9/2019 | 63.55 | COUNTRY MEDIA | ADVERTISING |
| 14395 | 5/9/2019 | 124.99 | CENTURYLINK | PHONE |
| 14396 | 5/9/2019 | 163.49 | Fred Meyer Customer Charges | fred meyer |
| 14397 | 5/9/2019 | 1,860.43 | GCR TIRES AND SERVICE | TIRES |
| 14398 | 5/9/2019 | 300.00 | KNOWLEDGE IN MOBILITY | REVIEW BUSES |
| 14399 | 5/9/2019 | 20.00 | MAC TOOLS DISTRIBUTING | MAGNETIC SOLDERING CLAMP |
| 14400 | 5/9/2019 | 1,128.58 | Marie Mills Center, Inc | JANITORIAL |
| 14401 | 5/9/2019 | 31.72 | Office Depot Credit Plan | office supplies / folders |
| 14402 | 5/9/2019 | 48.00 | OR DEPT OF MOTOR VEHICLES | record check |
| 14403 | 5/9/2019 | 1,186.69 | PETROCARD INC. | fuel |
| 14404 | 5/9/2019 | 39.91 | PORTLAND GENERAL | ELECTRIC - SALEM OFFICE |
| 14405 | 5/9/2019 | 221.07 | Rosenberg Builders Supply | SHOP SUPPLIES |
| 14406 | 5/9/2019 | 22,074.94 | Sheldon Oil Distributors | FUEL |
| 14407 | 5/9/2019 | 1,223.80 | Tillamook Motor Co. | vehicle maintenance |
| 14408 | 5/9/2019 | 96.00 | TILLAMOOK COUNTY SHOPPER, LLC | MEETING NOTICE |
| 14408 | 5/9/2019 | 96.00 | TILLAMOOK COUNTY SHOPPER, LLC | JANITORIAL ADD AND LANDSCAPE ADD |
| 14408 | 5/9/2019 | 48.00 | TILLAMOOK COUNTY SHOPPER, LLC | MEETING NOTICE |
| 14409 | 5/9/2019 | 735.00 | TRANSPORT WISDOM, LTD | cdl testing |
| 14410 | 5/9/2019 | 2,909.02 | CARDMEMBER SERVICE | card charges |
| 14411 | 5/9/2019 | 49.95 | VANIR BROADBAND, INC. | INTERNET |
| 14412 | 5/9/2019 | 274.56 | VERIZON | TABLET DATA |
| 14413 | 5/9/2019 | 144.00 | WEST COAST EXHAUST | BUS 303 OIL CHANGE |
| 14413 | 5/9/2019 | 216.00 | WEST COAST EXHAUST | BUS 30 OIL CHANGE |
| 14414 | 5/21/2019 | 361.40 | ADP, LLC | 05/10/2019 payroll |
| 14415 | 5/21/2019 | 50.00 | BIO-MED TESTING SERVICE, INC. | PRE EMPLOYMENT DRUG SCREEN |
| 14416 | 5/21/2019 | 70.76 | BRENT OLSON | MILEAGE TO PDX AND NBG BUS 3 AND 32 |
| 14416 | 5/21/2019 | 83.52 | BRENT OLSON | MILEAGE TO NEWBERG BUS 18 |
| 14417 | 5/21/2019 | 63.60 | CAR CARE SPECIALISTS, INC. | deg |
| 14418 | 5/21/2019 | 839.67 | Carquest Auto Parts | vehicle expense |
| 14419 | 5/21/2019 | 1,296.00 | CHRISSEY'S CLEANING SERVICE | JANITORIAL AND BUS CLEANING |
| 14420 | 5/21/2019 | 850.00 | CoastCom, Inc. | TELEPHONE |
| 14421 | 5/21/2019 | 349.27 | O'REILLY AUTOMOTIVE STORES | shop inventory |
| 14421 | 5/21/2019 | (107.00) | O'REILLY AUTOMOTIVE STORES | core return |
| 14422 | 5/21/2019 | 52.54 | Dish | DISH |
| 14423 | 5/21/2019 | 206.84 | DSU PETERBILT & GMC INC | shop inventory |
| 14424 | 5/21/2019 | 523.87 | FleetPride, Inc. | vehicle expense |
| 14425 | 5/21/2019 | 50.00 | Gary A. Hanenkrat | BOARD MEETING 051619 |
| 14426 | 5/21/2019 | 2,300.00 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 14426 | 5/21/2019 | 293.00 | GenXsys Solutions, LLC | PAYABLES |
| 14427 | 5/21/2019 | 50.00 | JACKIE EDWARDS | BOARD MEETING 051619 |
| 14428 | 5/21/2019 | 50.00 | JIM HUFFMAN | BOARD MEETING 051619 |
| 14429 | 5/21/2019 | 1,458.77 | LES SCHWAB WAREHOUSE CENTER | TIRES |
| 14430 | 5/21/2019 | 50.00 | MARTY HOLM | BOARD MEETING 05/16/2019 |
| 14431 | 5/21/2019 | 187.95 | McCOY FREIGHTLINER | shop inventory |
| 14431 | 5/21/2019 | 2,563.00 | McCOY FREIGHTLINER | vehicle expense |
| 14432 | 5/21/2019 | 5,900.00 | MEDIAMERICA, INC. | MARKETING NWOTA |
| 14433 | 5/21/2019 | 50.00 | MELISSA CARLSON-SWANSON | BOARD MEETING 051619 |
| 14434 | 5/21/2019 | 302.40 | NORTHSIDE FORD | bus 32 |

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Tillamook County Transportation District

Check/Voucher Register
 1001 - General Checking Account
 From 5/1/2019 Through 5/31/2019

| <u>Document Number</u> | <u>Document Date</u> | <u>Transaction Amount</u> | <u>Payee</u> | <u>Transaction Description</u> |
|------------------------|----------------------|---------------------------|---------------------------|--------------------------------|
| 14435 | 5/21/2019 | 17.10 | Office Depot Credit Plan | office supplies |
| 14435 | 5/21/2019 | 6.69 | Office Depot Credit Plan | office supplies |
| 14436 | 5/21/2019 | 1,153.96 | PETROCARD INC. | fuel |
| 14437 | 5/21/2019 | 225.22 | Pacific Office Automation | copier lease |
| 14438 | 5/21/2019 | 76.30 | TABATHA WELCH | mileage to sdao training |
| 14439 | 5/21/2019 | 220.00 | TRANSPORT WISDOM, LTD | re issue lost check |
| 14440 | 5/21/2019 | 43.20 | WEST COAST EXHAUST | bus 27 |
| 14440 | 5/21/2019 | 180.00 | WEST COAST EXHAUST | bus 34 |
| 14440 | 5/21/2019 | 36.00 | WEST COAST EXHAUST | bus 304 |
| 14440 | 5/21/2019 | 72.00 | WEST COAST EXHAUST | bus 104 |
| 14440 | 5/21/2019 | 115.20 | WEST COAST EXHAUST | bus 301 |
| 14440 | 5/21/2019 | 252.00 | WEST COAST EXHAUST | bus 200 |
| 14440 | 5/21/2019 | 72.00 | WEST COAST EXHAUST | bus 34 |
| 14440 | 5/21/2019 | 180.00 | WEST COAST EXHAUST | bus 304 |
| 14440 | 5/21/2019 | 216.00 | WEST COAST EXHAUST | bus 304 |
| 14440 | 5/21/2019 | 72.00 | WEST COAST EXHAUST | bus 103 |
| 14440 | 5/21/2019 | 79.20 | WEST COAST EXHAUST | bus 109 |
| 14440 | 5/21/2019 | 108.00 | WEST COAST EXHAUST | bus 303 |
| 14441 | 5/21/2019 | 276.86 | Western Bus Sales | shop inventory |
| 14441 | 5/21/2019 | 59.47 | Western Bus Sales | shop inventory |
| 14442 | 5/21/2019 | 50.00 | JUDY RIGGS | 05/16/2019 BOARD MEETING |
| 14443 | 5/23/2019 | 252.50 | ADVANCED DIESEL SERVICE | bus 30 |
| 14443 | 5/23/2019 | 12,009.00 | ADVANCED DIESEL SERVICE | bus 32 |
| 14443 | 5/23/2019 | <u>1,476.00</u> | ADVANCED DIESEL SERVICE | bus 18 |
| Report Total | | <u>70,771.95</u> | | |

10

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 5/1/2019 Through 5/31/2019

| <u>Document Number</u> | <u>Document Date</u> | <u>Payee</u> |
|----------------------------|--------------------------|-----------------------------------|
| 5513 | 5/20/2019 | PACIFIC SOURCE |
| 5514 | 5/20/2019 | SPECIAL DISTRICTS INS. SERVICE |
| 5515 | 5/20/2019 | HRA VEBA TRUST |

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Tillamook County Transportation District

Check/Voucher Register
1009 - NW RIDES ACCOUNT
From 5/1/2019 Through 5/31/2019

| Document Number | Document Date | Transaction Amount | Payee | Transaction Description |
|-----------------|---------------|--------------------|------------------------------|------------------------------|
| 1970 | 5/6/2019 | 1,174.32 | ALFREDO EVANGELISTA | NWR VOLUNTEER MILEAGE |
| 1971 | 5/6/2019 | 2,083.38 | ALICE CONLEY | NWR VOLUNTEER MILEAGE |
| 1972 | 5/6/2019 | 2,211.94 | JANNA SMITH | NWR VOLUNTEER MILEAGE |
| 1973 | 5/6/2019 | 3,009.82 | JOHN REKART JR | NWR VOLUNTEER MILEAGE |
| 1974 | 5/6/2019 | 1,672.92 | JOY WINKELHAKE | NWR VOLUNTEER MILEAGE |
| 1975 | 5/6/2019 | 439.32 | LEANN CHUINARD | NWR VOLUNTEER MILEAGE |
| 1976 | 5/6/2019 | 3,833.13 | SEAN REKART | NWR VOLUNTEER MILEAGE |
| 1977 | 5/6/2019 | 3,851.71 | VAL HOLYOAK | NWR VOLUNTEER MILEAGE |
| 1978 | 5/6/2019 | 2,821.96 | WILLIAM NERENBERG | NWR VOLUNTEER MILEAGE |
| 1979 | 5/9/2019 | 165.41 | Fred Meyer Customer Charges | fred meyer |
| 1980 | 5/9/2019 | 11,879.32 | K & M MEDIVAN | NWR |
| 1981 | 5/9/2019 | 10,648.00 | MEDIX AMBULANCE | NWR |
| 1982 | 5/9/2019 | 10,571.53 | TILLAMOOK CNTY TRANS. DIST. | apr 19 regence nwr |
| 1982 | 5/9/2019 | 46,488.25 | TILLAMOOK CNTY TRANS. DIST. | TRANSPORTATION APRIL 2019 |
| 1983 | 5/9/2019 | 133.95 | CARDMEMBER SERVICE | card charges |
| 1984 | 5/9/2019 | 17,858.50 | WAPATO SHORES | NWR |
| 1984 | 5/9/2019 | 1,389.75 | WAPATO SHORES | NWR |
| 1985 | 5/21/2019 | 329.80 | ALFREDO EVANGELISTA | nwr mileage |
| 1985 | 5/21/2019 | 459.58 | ALFREDO EVANGELISTA | nwr mileage |
| 1986 | 5/21/2019 | 218.26 | ALICE CONLEY | nwr mileage |
| 1986 | 5/21/2019 | 723.08 | ALICE CONLEY | nwr mileage |
| 1987 | 5/21/2019 | 72.50 | BRENT OLSON | NWR MILEAGE TRAIN PROVIDERS |
| 1988 | 5/21/2019 | 370.50 | CHRISTA HALL | nwr mileage |
| 1989 | 5/21/2019 | 1,664.30 | CoastCom, Inc. | TELEPHONE |
| 1990 | 5/21/2019 | 700.00 | GenXsys Solutions, LLC | COMPUTER SUPPORT |
| 1991 | 5/21/2019 | 574.86 | JANNA SMITH | nwr mileage |
| 1992 | 5/21/2019 | 1,744.00 | JOHN REKART JR | nwr mileage |
| 1993 | 5/21/2019 | 917.10 | JOY WINKELHAKE | nwr mileage |
| 1994 | 5/21/2019 | (50.00) | JUDY RIGGS | BOARD MEETING 051619 |
| 1994 | 5/21/2019 | 50.00 | JUDY RIGGS | BOARD MEETING 051619 |
| 1995 | 5/21/2019 | 33.09 | Office Depot Credit Plan | nwr office supplies |
| 1995 | 5/21/2019 | 45.09 | Office Depot Credit Plan | nwr office supplies |
| 1995 | 5/21/2019 | 9.31 | Office Depot Credit Plan | nwr office supplies |
| 1996 | 5/21/2019 | 225.22 | Pacific Office Automation | nwr copier lease |
| 1997 | 5/21/2019 | 1,028.10 | SEAN REKART | nwr mileage |
| 1998 | 5/21/2019 | 477.34 | TILLAMOOK CNTY TRANS. DIST. | april rent |
| 1998 | 5/21/2019 | 8,765.42 | TILLAMOOK CNTY TRANS. DIST. | 05 10 2019 payroll |
| 1998 | 5/21/2019 | 477.34 | TILLAMOOK CNTY TRANS. DIST. | nwr april rent and utilities |
| 1999 | 5/21/2019 | 316.78 | WILLIAM NERENBERG | nwr mileage |
| 2000 | 5/23/2019 | 1,983.81 | JUSTIN SHOWALTER | nwr mileage |
| 2001 | 5/23/2019 | 46,649.45 | RYANS TRANSPORTATION SERVICE | nwr mileage |
| 2001 | 5/23/2019 | 29,398.61 | RYANS TRANSPORTATION SERVICE | nwr mileage |
| 2002 | 5/23/2019 | 16,733.75 | WAPATO SHORES | nwr mileage |
| 2003 | 5/30/2019 | 10,205.92 | AAA RIDE ASSIST | NWR |
| 2003 | 5/30/2019 | 8,870.20 | AAA RIDE ASSIST | NWR |
| 2004 | 5/30/2019 | 1,500.40 | COLUMBIA MEDICAL | NWR |
| 2005 | 5/30/2019 | 9,024.50 | MEDIX AMBULANCE | NWR |
| 2005 | 5/30/2019 | 8,552.50 | MEDIX AMBULANCE | NWR |
| 2006 | 5/30/2019 | 8,814.68 | TILLAMOOK CNTY TRANS. DIST. | NWR MAY 24TH PAYROLL |
| 2006 | 5/30/2019 | 2,438.11 | TILLAMOOK CNTY TRANS. DIST. | nwr.indirect.trueup |
| 2006 | 5/30/2019 | 7,631.72 | TILLAMOOK CNTY TRANS. DIST. | NWR MAY REGENCE |
| 2007 | 5/30/2019 | 19,946.50 | WAPATO SHORES | NWR |
| 2007 | 5/30/2019 | 18,854.00 | WAPATO SHORES | NWR |

Report Total 329,989.03


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Tillamook County Transportation District

Check/Voucher Register
1011 - Prop. Mgmt. Checking
From 5/1/2019 Through 5/31/2019

| <u>Document Number</u> | <u>Document Date</u> | <u>Transaction Amount</u> | <u>Payee</u> | <u>Transaction Description</u> |
|------------------------|----------------------|---------------------------|----------------------------|--|
| 4202 | 5/9/2019 | 180.00 | CHRISSY'S CLEANING SERVICE | JANITORIAL AND BUS CLEANING |
| 4203 | 5/9/2019 | 382.36 | Marie Mills Center, Inc | janitorial |
| 4204 | 5/9/2019 | 3,025.00 | US BANK NA | INTEREST ON FLEX LEASE ACT 97249190 |
| 4205 | 5/9/2019 | 158.75 | CITY SANITARY SERVICE | GARBAGE |
| 4206 | 5/21/2019 | 450.00 | CHRISSY'S CLEANING SERVICE | JANITORIAL AND BUS CLEANING |
| 4207 | 5/21/2019 | <u>401.59</u> | TILLAMOOK CITY UTILITIES | water |
| Report Total | | <u>4,597.70</u> | | |

13

| FRED MEYER CARD CHARGES | | |
|--------------------------------|--|---------------|
| Date | Description of Transaction | Amount |
| | DOUG PILANT CARD #1 | |
| | TABATHA WELCH #5 | |
| 5/8/2019 | KITCHEN SUPPLIES | \$ 54.22 |
| | BRENT OLSON CARD #3 | |
| 05/14/19 | BUS STICKERS/TAGS | \$ 2.88 |
| | | \$ 2.88 |
| | CATHY BOND CARD #4 | |
| 05/09/19 | NWOTA MEETING MEALS | \$ 49.18 |
| 05/10/19 | NWOTA MEETING MEALS | \$ 127.33 |
| 05/16/19 | STAFF/BOARD MTG MEALS | \$ 50.31 |
| | | \$ 226.82 |
| | CLAYTON NORRBOM CARD # 6 | |
| 04/29/19 | BUS CLEANING | \$ 25.42 |
| | Grand Total | \$ 309.34 |
| APPROVAL DATE |  6-13-19 | |

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| UMPQUA BANK: CLOSING DATE 5/25/2019 | | | |
|-------------------------------------|---|-----------------------------------|--------------------|
| Date | Vendor | Description of Transaction | Amount |
| DOUG PILANT | | | |
| 4/30/2019 | FRED MEYER | RETURN | \$ (19.98) |
| 5/7/2019 | FRED MEYER | RETURN | \$ (5.79) |
| 4/25/2019 | HIDDEN ACRES | MEALS/MEETING DOUG & JUDY | \$ 38.40 |
| 4/26/2019 | ALASKA | CTAA TRAVEL | \$ 98.00 |
| 4/26/2019 | ALASKA | CTAA TRAVEL | \$ 263.30 |
| 4/30/2019 | FRED MEYER | OFFICE SUPPLIES | \$ 26.35 |
| 5/2/2019 | TORA SUSHI | MEALS/MEETING DOUG & MARTY | \$ 30.90 |
| 5/6/2019 | KIMMELS TRUE VALUE | OFFICE SUPPLIES | \$ 5.49 |
| 5/7/2019 | FRED MEYER | OFFICE SUPPLIES | \$ 25.75 |
| 5/9/2019 | TORA SUSHI | MEALS/MEETING DOUG & JUDY | \$ 56.33 |
| 5/16/2019 | PARKSIDE DINER | MEALS/MEETING DOUG & KEN | \$ 18.75 |
| 5/17/2019 | THE FERN | MEALS/MEETING DOUG & GARY | \$ 30.70 |
| 5/20/2019 | ALASKA | CTAA TRAVEL | \$ 4.50 |
| 5/21/2019 | CAFÉ YUMM | MEAL CTAA | \$ 15.90 |
| 5/22/2019 | ALASKA | CTAA TRAVEL | \$ 30.00 |
| 5/22/2019 | THAI SMILE | MEAL CTAA | \$ 43.60 |
| 5/22/2019 | SHERMANS DELI | MEAL CTAA | \$ 22.00 |
| | | | \$ 684.20 |
| CATHY BOND | | | |
| 04/29/19 | FIELDPRINT | HIRING | \$ 12.50 |
| 05/02/19 | FIELDPRINT | HIRING | \$ 12.50 |
| 05/06/19 | ADOBE | SOFTWARE | \$ 24.99 |
| 05/09/19 | PACIFIC WEST AMBULANCE | NWR PROVIDER PAYMENT | \$ 47.00 |
| 05/20/19 | ENDICIA | NWR POSTAGE | \$ 9.95 |
| 05/21/19 | FIELDPRINT | HIRING | \$ 12.50 |
| 05/22/19 | IRON MOUNTAIN | SHREDDING | \$ 63.91 |
| 05/21/19 | LANGAUGE LINE | NWR PHONE LINE | \$ 43.45 |
| | | | \$ 226.80 |
| BRENT OLSON | | | |
| 05/03/19 | PIG N PANCAKE | MEAL/NWR PROVIDER TRAINING | \$ 15.95 |
| 05/06/19 | TACO BELL | MEAL/PICK UP BUS 34 | \$ 5.00 |
| 05/17/19 | OREGON STATIONERS | OPERATIONS/PRE TRIP FORM | \$ 127.50 |
| 05/24/19 | MTCPRO | SOFTWARE | \$ 98.00 |
| | | | \$ 246.45 |
| TABATHA WELCH | | | |
| 04/30/19 | RECESS FOOD | MEAL/ADP TRAINING | \$ 14.95 |
| 05/03/19 | SAFEWAY | KITCHEN SUPPLIES/COFFEE | \$ 44.76 |
| 05/23/19 | GEORGIES | MEAL/SDAO HR CLASS/TRAINING | \$ 33.90 |
| 05/24/19 | AGATE BEACH INN | ROOM/SDAO HR TRAINING | \$ 180.94 |
| | | | \$ 274.55 |
| CLAYTON NORRBOM | | | |
| 05/20/19 | NANI PAPAS | MEALS/TRAINING CLAYTON & MARGARET | \$ 25.00 |
| | | | \$ 25.00 |
| | | Charges total | \$ 1,457.00 |
| | | Grand Total | \$ 1,457.00 |
| APPROVAL |  | DATE | 6-13-19 |

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May 2019 Statement

Open Date: 04/25/2019 Closing Date: 05/24/2019

Account: 7790

Visa® Company Card with Rewards

TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service
BUS 30 ELN 68

1-866-552-8855
15

| | |
|----------------------------|-------------------|
| New Balance | \$1,456.97 |
| Minimum Payment Due | \$15.00 |
| Payment Due Date | 06/22/2019 |

| | |
|---|--------|
| Reward Points | |
| Earned This Statement | 1,775 |
| Reward Center Balance as of 05/23/2019 | 32,038 |
| For details, see your rewards summary. | |

| | | |
|----------------------------|---|--------------------------|
| Activity Summary | | |
| Previous Balance | + | \$3,042.94 |
| Payments | - | \$3,042.97 ^{CR} |
| Other Credits | - | \$25.77 ^{CR} |
| Purchases | + | \$1,482.77 |
| Balance Transfers | | \$0.00 |
| Advances | | \$0.00 |
| Other Debits | | \$0.00 |
| Fees Charged | | \$0.00 |
| Interest Charged | | \$0.00 |
| New Balance | = | \$1,456.97 |
| Past Due | | \$0.00 |
| Minimum Payment Due | | \$15.00 |
| Credit Line | | \$10,000.00 |
| Available Credit | | \$8,543.03 |
| Days in Billing Period | | 30 |

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

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



1456973

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

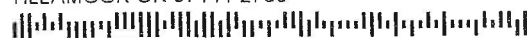
- to pay by phone
- to change your address

| | |
|---------------------|------------|
| Account Number | 7790 |
| Payment Due Date | 6/22/2019 |
| New Balance | \$1,456.97 |
| Minimum Payment Due | \$15.00 |

Amount Enclosed \$ _____

000009792 01 SP 000638085636906 P Y

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



Cardmember Service

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



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Visa Business Rewards Company Card
Rewards Center Activity as of 05/23/2019

| | |
|--------------------------|--------|
| Rewards Center Activity* | 0 |
| Rewards Center Balance | 32,038 |

*This item includes points redeemed, expired and adjusted.

| Rewards Earned | This Statement | Year to Date |
|--|----------------|---------------|
| Points Earned on Net Purchases | 1,140 | 9,449 |
| Gas, Restaurants & Telecom Double Points | 635 | 2,737 |
| Total Earned | 1,775 | 12,186 |

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.

Make Life Easier and EARN REWARDS FASTER! Pay your bills with Automatic Bill Pay. Use your card to automatically pay bills like phone, cable, utilities, insurance and more. It's easy way to make payments on time and avoid late fees. Just call your service providers and tell them to bill your credit card. Enroll online at myaccountaccess.com and find out more.

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

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|--|-----------------------|----------|
| Other Credits | | | | | |
| 04/30 | 04/29 | 2093 | FRED-MEYER #0377 TILLAMOOK OR MERCHANDISE/SERVICE RETURN | \$19.98 _{CR} | _____ |
| 05/07 | 05/06 | 5841 | FRED-MEYER #0377 TILLAMOOK OR MERCHANDISE/SERVICE RETURN | \$5.79 _{CR} | _____ |
| Purchases and Other Debits | | | | | |
| 04/25 | 04/24 | 6408 | SQ *TILLAMOOK GARDE TILLAMOOK OR | \$38.40 | _____ |
| 04/26 | 04/23 | 2214 | ALASKA AI SEATTLE WA | \$98.00 | _____ |
| 04/26 | 04/23 | 2362 | ALASKA AI0272126128653 SEATTLE WA PILANT/DOUGLAS 05/19/19 PORTLAND ORE TO PALMSPRINGS PALMSPRINGS TO PORTLAND ORE | \$263.30 | _____ |
| 04/30 | 04/29 | 1918 | FRED-MEYER #0377 TILLAMOOK OR | \$26.35 | _____ |
| 05/02 | 05/01 | 2631 | TORA SUSHI LOUNGE TILL TILLAMOOK OR | \$30.90 | _____ |
| 05/06 | 05/03 | 5217 | KIMMELS TRUE VALUE TILLAMOOK OR | \$5.49 | _____ |

Continued on Next Page

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

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------|------------|-------|--|-----------------|----------|
| 05/07 | 05/06 | 5929 | FRED-MEYER #0377 TILLAMOOK OR | \$25.75 | _____ |
| 05/09 | 05/08 | 6374 | TORA SUSHI LOUNGE TILL TILLAMOOK OR | \$56.33 | _____ |
| 05/16 | 05/15 | 3979 | PARKSIDE DINER GARIBALDI OR | \$18.75 | _____ |
| 05/17 | 05/16 | 0698 | THE FERN CAFE TILLAMOOK OR | \$30.70 | _____ |
| 05/20 | 05/19 | 5904 | ALASKA AIR IN FLIGHT SEATAC WA | \$4.50 | _____ |
| 05/21 | 05/19 | 1513 | CAFE YUMMI! - #100019 PORTLAND OR | \$15.90 | _____ |
| 05/22 | 05/19 | 3818 | ALASKA A10272128743014 PORTLAND OR PILANT/DOUGLAS 05/19/19 PORTLAND ORE TO PALMSPRINGS | \$30.00 | _____ |
| 05/22 | 05/20 | 5454 | THAI SMILE PALM SPRING PALM SPRINGS CA | \$43.60 | _____ |
| 05/22 | 05/21 | 7239 | SHERMANSEDELIPALMSRING 401ETAHQSTR CA | \$22.00 | _____ |
| | | | Total for Account | | |
| | | | J8 | \$684.20 | |

Transactions **BOND, CATHY** **Credit Limit \$2500**

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|---------------------------------------|-----------------|----------|
| Purchases and Other Debits | | | | | |
| 04/29 | 04/28 | 3775 | FIELDPRINT INC 888-291-1369 PA | \$12.50 | _____ |
| 05/02 | 05/02 | 4400 | FIELDPRINT INC 888-291-1369 PA | \$12.50 | _____ |
| 05/06 | 05/05 | 4900 | ADOBE *ACROPRO SUBS 800-833-6687 CA | \$24.99 | _____ |
| 05/09 | 05/07 | 8104 | PACIFIC WEST AMBULANCE 503-6486658 OR | \$47.00 | _____ |
| 05/20 | 05/18 | 0594 | ENDICIA FEES 650-321-2640 CA | \$9.95 | _____ |
| 05/21 | 05/21 | 0277 | FIELDPRINT INC 888-291-1369 PA | \$12.50 | _____ |
| 05/22 | 05/21 | 8073 | IRON MOUNTAIN 800-934-3453 MA | \$63.91 | _____ |
| 05/24 | 05/23 | 4882 | LANGUAGE LINE, INC. 800-7526096 CA | \$43.45 | _____ |
| | | | Total for Account | | |
| | | | 22 | \$226.80 | |

Transactions **WELCH, TABATHA** **Credit Limit \$2500**

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|-----------------------------------|-----------------|----------|
| Purchases and Other Debits | | | | | |
| 04/30 | 04/29 | 5897 | SQ *RECESS FOOD TRU TILLAMOOK OR | \$14.95 | _____ |
| 05/03 | 05/01 | 0248 | SAFEWAY #2723 TILLAMOOK OR | \$44.76 | _____ |
| 05/23 | 05/22 | 2185 | GEORGIES BEACHSIDE GRI NEWPORT OR | \$33.90 | _____ |
| 05/24 | 05/22 | 9172 | BW AGATE BEACH INN NEWPORT OR | \$180.94 | _____ |
| | | | Total for Account | | |
| | | | 146 | \$274.55 | |

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Transactions OLSON, BRENT Credit Limit \$3000

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|-----------------------------------|-----------|-----------------|
| Purchases and Other Debits | | | | | |
| 05/03 | 05/01 | 0736 | PIG 'N PANCAKE-SEASIDE SEASIDE OR | \$15.95 | _____ |
| 05/06 | 05/03 | 5106 | TACO BELL #33926 PORTLAND OR | \$5.00 | _____ |
| 05/17 | 05/16 | 0035 | OREGON STATIONERS 503-472-5181 OR | \$127.50 | _____ |
| 05/24 | 05/23 | 9968 | FS *www.mtcpro.com 877-3278914 CA | \$98.00 | _____ |
| | | | Total for Account | 49 | \$246.45 |

Transactions NORRBOM, CLAYTON Credit Limit \$2500

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|-------------------------------------|------------|----------------|
| Purchases and Other Debits | | | | | |
| 05/20 | 05/18 | 2724 | SQ *NANI PAPA'A ISLAND Tillamook OR | \$25.00 | _____ |
| | | | Total for Account | 375 | \$25.00 |

Transactions BILLING ACCOUNT ACTIVITY

| Post Date | Trans Date | Ref # | Transaction Description | Amount | Notation |
|-----------------------------------|------------|-------|--------------------------|--------------------------|--------------------------------|
| Payments and Other Credits | | | | | |
| 05/10 | 05/10 | 8 | PAYMENT THANK YOU | \$133.95 _{CR} | _____ |
| 05/10 | 05/10 | 8 | PAYMENT THANK YOU | \$2,909.02 _{CR} | _____ |
| | | | Total for Account | 0 | \$3,042.97_{CR} |

| 2019 Totals Year-to-Date | |
|--------------------------------|--------|
| Total Fees Charged in 2019 | \$0.00 |
| Total Interest Charged in 2019 | \$0.00 |

Interest Charge Calculation

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

**APR for current and future transactions.

| Balance Type | Balance By Type | Balance Subject to Interest Rate | Variable | Interest Charge | Annual Percentage Rate | Expires with Statement |
|--------------------|-----------------|----------------------------------|----------|-----------------|------------------------|------------------------|
| **BALANCE TRANSFER | \$0.00 | \$0.00 | YES | \$0.00 | 14.49% | |
| **PURCHASES | \$1,456.97 | \$0.00 | YES | \$0.00 | 14.49% | |
| **ADVANCES | \$0.00 | \$0.00 | YES | \$0.00 | 26.24% | |

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Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

May 2019

| RIDERSHIP BY SERVICE TYPE | MAY 2019 | APR 2018 | YTD FY 18-19 | YTD FY 17-18 | YTD % Change |
|--|---------------|---------------|-----------------|-----------------|-----------------|
| <u>Dial-A-Ride Service</u> | | | | | |
| Tillamook County | 1,033 | 909 | 10,041 | 9,032 | 11.2% |
| NW Rides | 813 | 540 | 7,949 | 6,484 | 22.6% |
| Volunteer | 0 | 156 | 50 | 2,532 | -98.0% |
| Dial-A-Ride Total | 1,846 | 1,605 | 18,040 | 18,048 | 0.0% |
| <u>Deviated Fixed Route Service</u> | | | | | |
| Rt 1: Town Loop | 3,522 | 3,667 | 40,369 | 40,700 | -0.8% |
| Rt 2: Netarts/Oceanside | 630 | 694 | 6,418 | 7,993 | -19.7% |
| Rt 3: Manzanita/Cannon Beach | 2,897 | 3,259 | 31,704 | 33,635 | -5.7% |
| Rt 4: Lincoln City | 1,419 | 1,030 | 13,645 | 10,661 | 28.0% |
| Local Fixed Rt Total | 8,468 | 8,650 | 92,136 | 92,989 | -0.9% |
| <u>Inter City Service</u> | | | | | |
| Rt 5: Portland | 824 | 857 | 9,462 | 9,384 | 0.8% |
| Rt 60X: Salem | 956 | 876 | 9,716 | 6,387 | 52.1% |
| Rt 70X: Grand Ronde | 449 | 646 | 5,472 | 3,220 | 69.9% |
| Inter City Total | 2,229 | 2,379 | 24,650 | 18,991 | 29.8% |
| <u>Other Services</u> | | | | | |
| Tripper Routes | 168 | 197 | 1,780 | 2,277 | -21.8% |
| Special Bus Operations | 87 | 0 | 1,252 | 788 | 58.9% |
| Other Services Total | 255 | 197 | 3,032 | 3,065 | -1.1% |
| TOTAL ALL SERVICES | 12,798 | 12,831 | 137,858 | 133,093 | 3.6% |

| ONE-WAY TRIPS BY USER GROUP | Fixed | DAR | YTD | YTD | YTD % |
|---|---------------|--------------|----------------|----------------|-------------|
| USER GROUP | Route | DAR | FY 18-19 | FY 17-18 | Change |
| General (18 years to 60 years of age) | 6,394 | 295 | 74,013 | 71,149 | 4.0% |
| Senior/Disabled | 3,654 | 1,477 | 53,992 | 51,609 | 4.6% |
| Child/Youth (less than 18 years of age) | 904 | 74 | 9,853 | 10,335 | -4.7% |
| Total | 10,952 | 1,846 | 137,858 | 133,093 | 3.6% |

| OTHER RIDER CATEGORIES | Fixed | DAR | YTD | YTD | YTD % |
|---------------------------------|-------|-----|----------|----------|--------|
| | Route | DAR | FY 18-19 | FY 17-18 | Change |
| Ride Connection | 109 | | 810 | 697 | 16.2% |
| Tillamook Bay Community College | 232 | | 2,886 | 2,264 | 27.5% |
| NWOTA Visitor Pass | 128 | | 1,530 | 1,109 | 38.0% |
| NW Rides | | 753 | 6,147 | 6,387 | -3.8% |
| Helping Hands Shuttle | | 86 | 661 | 885 | -25.3% |

MONTHLY PERFORMANCE

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

Dial-A-Ride Services

| | | | |
|-----------------|------------|--------------|--------------|
| May-18 | 1.3 | 54.8% | 67.09 |
| Feb-19 | 1.4 | 57.0% | 67.88 |
| Mar-19 | 1.4 | 58.5% | 66.42 |
| Apr-19 | 1.4 | 58.5% | 66.42 |
| May-19 | 1.4 | 59.9% | 65.40 |
| STANDARD | 1.3 | 65.3% | 56.36 |

Deviated Fixed Routes

| | | | |
|-----------------|------------|--------------|--------------|
| May-18 | 6.1 | 9.7% | 69.00 |
| Feb-19 | 5.8 | 8.8% | 68.41 |
| Mar-19 | 5.7 | 8.7% | 68.35 |
| Apr-19 | 5.7 | 8.9% | 66.58 |
| May-19 | 5.7 | 9.1% | 65.35 |
| STANDARD | 7.0 | 12.4% | 64.60 |

Intercity Services

| | | | |
|-----------------|------------|--------------|--------------|
| May-18 | 2.8 | 24.2% | 76.40 |
| Feb-19 | 3.1 | 20.0% | 79.44 |
| Mar-19 | 3.0 | 19.9% | 79.45 |
| Apr-19 | 3.0 | 20.2% | 77.28 |
| May-19 | 3.0 | 20.4% | 75.96 |
| STANDARD | 2.9 | 31.5% | 72.86 |

Other Services

| | | | |
|-----------------|------------|--------------|--------------|
| May-18 | 5.6 | 9.7% | 57.81 |
| Feb-19 | 6.1 | 6.1% | 58.40 |
| Mar-19 | 6.3 | 6.2% | 58.45 |
| Apr-19 | 6.4 | 6.7% | 57.08 |
| May-19 | 6.5 | 7.6% | 55.84 |
| 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

**Tillamook County Transportation District
FY17/18 to FY 18/19**

Year-Over-Year Comparison

| Route/Run | Thru May 2019 18/19 | | | Thru May 2019 17/18 | | | Thru May 2019 18/19 | | | Thru May 2019 17/18 | | | Thru May 2019 18/19 | | | |
|----------------------------|------------------------|-------------------|--------------------|------------------------|--------------------|--------------------|------------------------|--------------------------|--------------------|------------------------|-----------------------|--------------------|------------------------|-----------------------|--------------------|-------------|
| | Fare Revenue | Amount Difference | Percent Difference | Passngs | Passngs Difference | Percent Difference | Service Hours | Service Hours Difference | Percent Difference | Total Cost | Total Cost Difference | Percent Difference | Total Cost | Total Cost Difference | Percent Difference | |
| <u>Dial-A-Ride Service</u> | | | | | | | | | | | | | | | | |
| Dial-A-Ride | 72,144 | 28,213 | -43,931 | 9,032 | 10,041 | 1,009 | 4,185 | 3,896 | -289 | 260,982 | 230,581 | -30,402 | 552,112 | 583,721 | 31,610 | |
| NW Rides | 398,398 | 478,725 | 80,327 | 6,484 | 7,949 | 1,465 | 7,856 | 8,998 | 1,142 | 107,475 | 32,403 | -75,072 | 107,475 | 32,403 | -75,072 | |
| Volunteer | 34,231 | 62 | -34,169 | 2,532 | 50 | -2,482 | 1,680 | 53 | -1,627 | 920,569 | 846,705 | -73,864 | 920,569 | 846,705 | -73,864 | |
| Total DAR | 504,773 | 507,000 | 2,227 | 18,048 | 18,040 | -8 | 13,721 | 12,947 | -774 | 252,273 | 240,973 | -11,300 | 252,273 | 240,973 | -11,300 | |
| <u>Deviated Route</u> | | | | | | | | | | | | | | | | |
| 01 Town Loop | 30,638 | 28,346 | -2,292 | 40,700 | 40,369 | -331 | 4,184 | 4,169 | -16 | 137,054 | 140,134 | 3,080 | 137,054 | 140,134 | 3,080 | |
| 02 Netarts/Oceanside | 8,473 | 6,732 | -1,741 | 7,993 | 6,418 | -1,575 | 1,999 | 2,195 | 195 | 375,247 | 400,342 | 25,094 | 375,247 | 400,342 | 25,094 | |
| 03 Manzanita | 42,578 | 39,127 | -3,451 | 33,635 | 31,704 | -1,931 | 5,295 | 6,005 | 710 | 286,827 | 277,719 | -9,109 | 286,827 | 277,719 | -9,109 | |
| 04 Lincoln City | 20,709 | 22,461 | 1,752 | 10,661 | 13,645 | 2,984 | 3,759 | 3,840 | 80 | 1,051,402 | 1,059,167 | 7,765 | 1,051,402 | 1,059,167 | 7,765 | |
| Total Local Fixed Route | 102,398 | 96,666 | -5,732 | 92,989 | 92,136 | -853 | 15,237 | 16,207 | 970 | 244,837 | 236,301 | -8,536 | 244,837 | 236,301 | -8,536 | |
| <u>Intercity</u> | | | | | | | | | | | | | | | | |
| 05 Portland | 101,503 | 93,422 | -8,081 | 9,384 | 9,462 | 78 | 3,305 | 3,224 | -81 | 197,258 | 239,840 | 42,582 | 197,258 | 239,840 | 42,582 | |
| 60X Salem | 14,979 | 24,919 | 9,940 | 6,387 | 9,716 | 3,329 | 2,482 | 3,027 | 545 | 67,092 | 144,410 | 77,318 | 67,092 | 144,410 | 77,318 | |
| 70X Grand Ronde | 6,921 | 8,497 | 1,576 | 3,220 | 5,472 | 2,252 | 877 | 1,919 | 1,041 | 509,187 | 620,550 | 111,363 | 509,187 | 620,550 | 111,363 | |
| Total Intercity | 123,403 | 126,838 | 3,435 | 18,991 | 24,650 | 5,659 | 6,665 | 8,170 | 1,505 | 17,609 | 11,964 | -5,646 | 17,609 | 11,964 | -5,646 | |
| <u>Other Services</u> | | | | | | | | | | | | | | | | |
| Trippers | 1,887 | 1,197 | -690 | 2,277 | 1,780 | -497 | 316 | 218 | -98 | 14,197 | 14,236 | 39 | 14,197 | 14,236 | 39 | |
| Special Bus Operation | 1,210 | 791 | -419 | 788 | 1,252 | 464 | 234 | 251 | 17 | 31,806 | 26,200 | -5,606 | 31,806 | 26,200 | -5,606 | |
| Total Other Services | 3,097 | 1,988 | -1,109 | 3,065 | 3,032 | -33 | 550 | 469 | -81 | 2,512,964 | 2,552,622 | 39,658 | 2,512,964 | 2,552,622 | 39,658 | |
| Total TCTD Services | 733,671 | 732,491 | -1,180 | 133,093 | 137,858 | 4,765 | 36,173 | 37,793 | 1,620 | 4.5% | 2,512,964 | 2,552,622 | 39,658 | 2,512,964 | 2,552,622 | 1.6% |

**Tillamook County Transportation District
FY17/18 to FY 18/19**

Year to Date Performance Comparison

| Route/Run | Thru May 2019 17/18 | | | Thru May 2019 18/19 | | | Thru May 2019 17/18 | | | Thru May 2019 18/19 | | |
|----------------------------|------------------------|-------------|-------------|------------------------|-------------------|-------------------|------------------------|--------------|------------------|------------------------|-------------|--------------|
| | Hourly Rate | Hourly Rate | Amount Diff | Percent Diff | Passingr /Hour | Passingr /Hour | Amount Diff | Percent Diff | Farebox Ratio | Farebox Ratio | Amount Diff | Percent Diff |
| <u>Dial-A-Ride Service</u> | | | | | | | | | | | | |
| Dial-A-Ride | 62.36 | 59.18 | -3.17 | -5.1% | 2.2 | 2.6 | 0.4 | 19.4% | 27.6% | 12.2% | -15.4% | -55.7% |
| NW Rides | 70.28 | 64.87 | -5.41 | -7.7% | 0.8 | 0.9 | 0.1 | 7.0% | 72.2% | 82.0% | 9.9% | 13.7% |
| Volunteer | 63.98 | 615.33 | 551.35 | 861.7% | 1.5 | 0.9 | -0.6 | -37.0% | 31.8% | 0.2% | -31.7% | -99.4% |
| Total DAR | 67.09 | 65.40 | -1.69 | -2.5% | 1.3 | 1.4 | 0.1 | 5.9% | 54.8% | 59.9% | 5.0% | 9.2% |
| <u>Deviated Route</u> | | | | | | | | | | | | |
| 01 Town Loop | 60.29 | 57.81 | -2.49 | -4.1% | 9.7 | 9.7 | 0.0 | -0.4% | 12.1% | 11.8% | -0.4% | -3.1% |
| 02 Netarts/Oceanside | 68.55 | 63.86 | -4.70 | -6.9% | 4.0 | 2.9 | -1.1 | -26.9% | 6.2% | 4.8% | -1.4% | -22.3% |
| 03 Manzanita | 70.87 | 66.67 | -4.20 | -5.9% | 6.4 | 5.3 | -1.1 | -16.9% | 11.3% | 9.8% | -1.6% | -13.9% |
| 04 Lincoln City | 76.30 | 72.33 | -3.96 | -5.2% | 2.8 | 3.6 | 0.7 | 25.3% | 7.2% | 8.1% | 0.9% | 12.0% |
| Total Deviated Route | 69.00 | 65.35 | -3.65 | -5.3% | 6.1 | 5.7 | -0.4 | -6.8% | 9.7% | 9.1% | -0.6% | -6.3% |
| <u>Intercity</u> | | | | | | | | | | | | |
| 05 Portland | 74.07 | 73.29 | -0.78 | -1.1% | 2.8 | 2.9 | 0.1 | 3.4% | 41.5% | 39.5% | -1.9% | -4.6% |
| 60X Salem | 79.48 | 79.24 | -0.24 | -0.3% | 2.6 | 3.2 | 0.6 | 24.7% | 7.6% | 10.4% | 2.8% | 36.8% |
| 70X Grand Ronde | 76.47 | 75.26 | -1.21 | -1.6% | 3.7 | 2.9 | -0.8 | -22.3% | 10.3% | 5.9% | -4.4% | -43.0% |
| Total Intercity | 76.40 | 75.96 | -0.45 | -0.6% | 2.8 | 3.0 | 0.2 | 5.9% | 24.2% | 20.4% | -3.8% | -15.7% |
| <u>Other Services</u> | | | | | | | | | | | | |
| Trippers | 55.67 | 54.90 | -0.77 | -1.4% | 7.2 | 8.2 | 1.0 | 13.5% | 10.7% | 10.0% | -0.7% | -6.6% |
| Special Bus Operation | 60.70 | 56.66 | -4.04 | -6.7% | 3.4 | 5.0 | 1.6 | 47.9% | 8.5% | 5.6% | -3.0% | -34.8% |
| Total Other Services | 57.81 | 55.84 | -1.96 | -3.4% | 5.6 | 6.5 | 0.9 | 16.0% | 9.7% | 7.6% | -2.2% | -22.1% |
| Total Other Services | 69.47 | 67.54 | -1.93 | -2.8% | 3.7 | 3.6 | 0.0 | -0.9% | 29.2% | 28.7% | -0.5% | -1.7% |

| Comparison FY17/18 to FY 18/19 | YTD Through Apr 2019 | | | |
|-----------------------------------|----------------------|-----------|-----------------------|-------|
| | 17/18 | 18/19 | Percent Difference | |
| Mileage | 883,667 | 960,336 | 76,669 | 8.7% |
| Mileage Based Costs | 558,410 | 546,897 | (11,513) | -2.1% |
| Hourly Based Costs | 1,457,129 | 1,368,328 | (88,801) | -6.1% |
| Direct Costs | 497,425 | 523,976 | 26,552 | 5.3% |
| Overhead Costs | | | | |
| Total Costs | 2,512,964 | 2,439,202 | (73,762) | -2.9% |

| Special Bus Operation Calculation Cost | | | |
|--|--------|----------|--------------------|
| Cost per mile calculation: | | | |
| Minivan | | Plus | 10% |
| Small Bus | | Plus | 45.6% |
| Coach | | Plus | 7.6% |
| | Actual | Overhead | Profit |
| | | | Actual Hourly Rate |
| | | | Plus Direct Costs |
| | | | Hourly Rate |
| | | | Plus Overhead |
| | | | Hourly Rate |
| | | | Plus Profit |
| | | | 20.0% |

nwCONNECTOR

Coordinating Committee Meeting

June 14, 2019

Tillamook County Transportation District

3600 3rd St

Tillamook, OR

10:00 am—2:00 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"> ⬇ May 10, 2019 Meeting Minutes (Attached) ⬇ May 2019 Financial Report ⬇ Ridership Tracking (April 2019) ⬇ Calculating Average Passenger Miles Progress | Doug Pilant |
| 10:15— 10:30a | 3. NWOTA Standing Items <ul style="list-style-type: none"> ⬇ IGA Approvals Update ⬇ Management Plan Approvals Update ⬇ Visitor Pass and Signage Update | Benton County All Doug Pilant |
| 10:30— 11:30p | 3. NWConnector Marketing | Thomas Craig/ Holly Kvalheim/ Selena |
| 11:30— 12:00p | 4. NW Connector Updates <ul style="list-style-type: none"> ⬇ Discussion: Adding Transit Options Page | Jeff Hazen |
| 12:00— 12:30p | 5. Lunch | |
| 12:30— 2:00p | 6. Other Business and Member Updates | All |

Attachments:

May 10, 2019 Meeting Minutes

May NWOTA Action Items

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.

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SUNSET EMPIRE
TRANSPORTATION
DISTRICT



Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes
May 10, 2019
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Meeting attendees/teleconference participants included:
 - Cynda Bruce—Lincoln County Transportation
 - Jeff Hazen—Sunset Empire Transit District
 - Doug Pilant—Tillamook County Transportation
 - Lisa Scherf—Benton County Transportation
 - Todd Wood—Columbia County Rider
 - Mark Bernard, Marsha Hoskins, Arla Miller—ODOT
 - Thomas Craig, Holly Kvalheim—TrilliumExcused:
2. Consent Calendar: Unanimously approved. (JH/TW)
 - + April 19, 2019 Meeting Minutes—Lisa abstained from voting on the minutes.
 - + April Financial Report—Only changes were the last dues payment was received which makes that budget line item complete, and payment for the new signs.
 - + April Ridership Performance Report—Partners agreed that ridership within the counties that are on the NWConnector routes should be what's tracked monthly. Decrease in Tillamook to Cannon Beach ridership comes from riders taking the Point bus to Cannon Beach. Tillamook may evaluate the route-scheduling for the two routes to Grand Ronde. In Columbia County, the routes that have been historically tracked are no longer routes in the CCR system. And new routes have been added, such as service into Banks. Todd will look at how to reset the route tracking for the NW Connector.
 - + Calculating Average Passenger Miles Progress—TCTD has sent theirs in. Lincoln County's is done. The others are still working on the data collection needed before the passenger miles can be recalculated.
3. NWOTA Standing Items:
 - + IGA Approval Updates—No changes from last month: Waiting for Benton County. **Mary** will send Lisa the copy being approved the other partners.
 - + Management Plan—No updates from last month. **Jeff** still plans to meet with Todd to go over the Plan process and status. **Mary** will send out plan plus the updated Action to all partners.
 - + Signs—Doug handed out the completed signs. Cynda will put Benton County signs on the Coast to Valley Express.
 - + Visitor Passes—Redo using SETD graphic designer. Partners will get their extra passes to Doug. TCTD sells the most of them in Portland. The number of passes sold is up 11%. Visitor pass trip usage is up 40% from last year. 7 day pass sales have 28% to 37% of total sales over the pass year. 82% of passes were sold on Portland buses.
Discussion: Family Pass? (yes) Kids ride for free (with a limit of 2 kids per adult), price would be the cost of 2 adults. Market as a Visitor Pass. Continue to have one 3-day and one 7-day passes.

4. NWOTA 2019—2020 Marketing Budget—Holly called in. In terms of who to target with NWConnector messaging, it was agreed that it was a good idea to market to people who already ride the bus. Need to be getting information to potential riders when they are planning their trip, where digital marketing would be helpful. Particularly, riders in the Willamette Valley. Ten to fifteen percent of riders are out-of-state visitors. The North Coast Travel Studio is looking at how to manage visitor travel within the region. The transportation sub-committee has come up with a pilot project that Cannon Beach will be implementing this Summer. Lodging opportunities will be provided with information on transportation options to cars available for their guests. They will be encouraged to send the information out in reservation emails and as a handout to their guests when they check in.

Partners would like to gather more information before deciding on next year's marketing budget. Need some guidance first, learn what the possibilities are, and then figure out how to move forward. Also, need some direction on strategic direction for the marketing. For example, whether digital advertising is more effective in this day and age.

Holly will talk to Selina and have her participate in the June meeting.

5. 2019—2020 NWConnector Budget—Budget was amended to include the match requirement for NWOTA's \$149,000 STIF Statewide Transit Network grant application. Will want to be sure to include updated website rollout, including trip integration with demand-response application out of Cascades-West COG, as part of the contract if the grant is approved. Half of the \$5,000 signage was moved into Marketing and half into Website Maintenance. Partners (re) agreed to the revised \$314,000 budget (attached), (CB/TW).

- Col-Pac EDD Administrative Contract Renewal—Partners agreed to an up-to-three year contract, with annual renewal confirmations. Mary indicated she will be retiring at the end of September 2020.

6. NW Connector Website

- ✦ Adding Alerts—Capacity to use alerts off website. Transit.app also has that capacity, using their dashboard. Allows posting of alerts. Agencies with real-time data, adding alerts to Transit app is encouraged. Some training from them is available, but written instructions are available for memorializing how to do it. One integrated app that would populate all the different applications: NWConnector website, Transit.app, Google, etc. Trillium has a platform, with a new easier-to-use interface that will do all that populating. Partner preference—Have a link on the website that will take users to this new application. \$2,000/year for the entire NWConnector system. Partners are interested in getting started right away, and adding the additional cost to the NWOTA website maintenance contract going forward. Text alerts are also important, but will be integrated in the future. NWOTA has resources within current budget to add the alert feature. Partners agreed to add alerts to NWOTA's existing website maintenance plan. (JH/CB)

7. Member Updates

- ✦ Lincoln County—Working on employee training, scheduling, shifts as get ready for new STIF monies. First budget hearing went well. STIF Plan is in. Brought on a new field supervisor and a new driver.
- ✦ Benton County—Lee has worked part time to finish up STIF. Did a lot of work. Feel really good about the Plan. Negotiating a new 5-year contract with their dial-a-ride contractor. Hiring a new public works director and looking to align the contractor and the county on the same vision. Would like to have own brand on vehicles, rather than the contractor. Looking to refill Lee's position and will work with all the partners as that rolls out.

- ✦ Sunset Empire Transit District—Had a situation where a driver’s license was suspended and didn’t notify administration. Cynda will send out information on how to get DMV flags on infractions. Don’t get notified on suspensions. Got STIF Plan in. Continuing to work on employee push back on recent union negotiations. Had a budget training with their budget committee. Hope to get through the draft budget in one meeting.
- ✦ Columbia County—Finished meeting with all the cities on putting a transit district on the November ballot. Jeff accompanied Todd to Clatskanie. Approved allowing voters to decide. All six cities are in. Next, the County puts on the ballot. Finished MTR contract. STIF Plan went in. Jeff will send Todd a copy of SETD’s Facilities Plan. Todd also needs update their Asset Management Plan, adding some assets to the State’s inventory.
- ✦ Tillamook County—Still need to meet with the union. Got last quarterly STIF payment. At over 130% reimbursement. Going to implement north and south county dial-a-ride improvements in June. Will start Memorial Day, Independence and Labor Day shuttle service and shuttle service for the Creamery on Memorial Day. Went out for bid on all TCTD contracted services. Going to CTAA conference. Going out for bid for STIF planning, looking at some new routes that will include the Port of Tillamook Bay.
- ✦ ODOT—Pleased to have all STIF Plans in.

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

DRAFT

Tillamook County Transportation District

Financial Statement

From 5/1/2019 Through 5/31/2019

| | Current Period Actual | Current Period Budget | Current Year Actual | Total Budget | Total Budget Variance | 92% |
|-------------------------------------|--------------------------|--------------------------|------------------------|-------------------|--------------------------|----------------|
| Resources | | | | | | |
| Working Capital | 0.00 | 0.00 | 0.00 | 87,000.00 | (87,000.00) | 0.00% |
| NW/OTA Partner Cont. Match | 0.00 | 4,000.00 | 48,000.00 | 48,000.00 | 0.00 | 100.00% |
| Miscellaneous Income | 0.00 | 0.00 | 300.00 | 0.00 | 300.00 | 0.00% |
| Transfer From General Fund | 0.00 | 0.00 | 12,000.00 | 12,000.00 | 0.00 | 100.00% |
| Total Resources | 0.00 | 4,000.00 | 60,300.00 | 147,000.00 | (86,700.00) | 41.02% |
| Expenses | | | | | | |
| Materials and Services | | | | | | |
| Professional Services | 0.00 | 437.50 | 0.00 | 5,250.00 | 5,250.00 | 0.00% |
| Administrative Support | 0.00 | 2,083.33 | 13,359.75 | 25,000.00 | 11,640.25 | 53.43% |
| Website Maintenance | 0.00 | 416.67 | 4,500.00 | 5,000.00 | 500.00 | 90.00% |
| Marketing | 7,890.00 | 2,500.00 | 16,247.99 | 30,000.00 | 13,752.01 | 54.15% |
| Travel & Training | 0.00 | 416.67 | 0.00 | 5,000.00 | 5,000.00 | 0.00% |
| Total Materials and Services | 7,890.00 | 5,854.17 | 34,107.74 | 70,250.00 | 36,142.26 | 48.55% |
| Transfers | | | | | | |
| Transfer to General Fund | 0.00 | 0.00 | 3,000.00 | 3,000.00 | 0.00 | 100.00% |
| Reserve for Future Expenditure | 0.00 | 0.00 | 0.00 | 68,750.00 | 68,750.00 | 0.00% |
| Total Transfers | 0.00 | 0.00 | 3,000.00 | 71,750.00 | 68,750.00 | 4.18% |
| Capital Outlay | | | | | | |
| Capital Purchases | | | | | | |
| Bus Stop Signage/Shelters | 0.00 | 0.00 | 5,002.86 | 5,000.00 | (2.86) | 100.05% |
| Total Capital Purchases | 0.00 | 0.00 | 5,002.86 | 5,000.00 | (2.86) | 100.06% |
| Total Capital Outlay | 0.00 | 0.00 | 5,002.86 | 5,000.00 | (2.86) | 100.06% |
| Total Expenses | 7,890.00 | 5,854.17 | 42,110.60 | 147,000.00 | 104,889.40 | 28.65% |

Monthly BOD Report w/YTD Budget & Variance

Date: 6/14/19 08:43:25 AM

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NWOTA Action Items
May 2019

| | Action Items | Assignments | Progress |
|--------------------------|---|--|--|
| <input type="checkbox"/> | <u>IGA</u> Get approved by each partner commission/board. | Mary to get copies of signed IGA's from each partner for the file | Lincoln Co (√) (√) Tillamook (√) Columbia Co (√) SETD (√) |
| <input type="checkbox"/> | <u>Management Plan</u> Get approved by each partner commission/board | Mary—Send out Plan and most current Action Plan Benton Columbia Lincoln Sunset Empire Mary—Get approval documentation from each partner | (√) Tillamook (√) |
| <input type="checkbox"/> | <u>Management Plan Updates</u> Mobile app for NW Connector Transit language for Comp Plans and TSPs | | |
| <input type="checkbox"/> | <u>Website Events/Trip Planner/Newsletter</u> Develop plan for connecting NW Connector to events advertising/Travel Oregon application? Open Trip Planner/funding | Jeff/Mary Mc Doug—Submitted STIF application | In progress Submitted |
| <input type="checkbox"/> | <u>Bike and Ride Info on Website</u> Add instructions/video on how to use the bike rack | Jeff to provide the video and language Mary to add to website | In Progress |
| <input type="checkbox"/> | <u>2018—2019 NWConnector Advertising</u> | Mary—Prepare NWOTA Annual Report | Completed |
| <input type="checkbox"/> | <u>2019—2020 NWConnector Advertising</u> Develop a FY 19-20 Marketing Plan following meeting with the Coastal visitor agencies | Mary—Get costs for PDX, Amtrak and Greyhound advertising Trillium to have Selina consult | June Meeting |
| <input type="checkbox"/> | <u>NW Connector Ridership</u> Update performance methodology assumptions Compare monthly ridership year-to-year | Partners do calculations SETD, Lincoln, Columbia ridership | Tillamook (√) Benton (√) Tillamook (√) |
| <input type="checkbox"/> | NW Connector Holidays Policy (Lincoln drop 1, TCTD add 3 days) | Doug/Cynda | |
| <input type="checkbox"/> | Adding Connector Partners—Meet with Washington County initially | | |

| | Action Items | Assignments | Progress |
|--------------------------|------------------------|---|--|
| <input type="checkbox"/> | Transportation Options | Mary/Matt Weintraub Consider adding a TO page to NWConnector Website | NW Connector follow on to Oregon's July Drive less Connect promotion NW Connector highway signs displaying website info |
| <input type="checkbox"/> | Transit App Alerts | Trillium train partners | May Meeting |
| <input type="checkbox"/> | Updated Visitor Passes | TTTD Graphics | May Meeting |
| | | | |

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**NW Connector
Work Plan**

Progress to Date: January 2019

| CONNECTOR ACTION PLAN | | Lead | Action Items | Target Completion | Progress to Date |
|---|--|---------------------|--|---|--|
| GOAL 1: IMPROVE RIDER ACCESS AND CONVENIENCE | | | | | |
| 1A | Develop a trip planning tool for the Connector website. | SETD | | 2017 | Trip Planning tool completed. Website received a 2018 RTAP best website award. Rider and travel industry partners evaluations of the planning tool recommended extending out the time frame (beyond Google's six month scheduling window.) NW Connector partners have agreed that an open trip planning format is the best solution for a rural regional transit system connecting with urban ridership. |
| 1B | Agree on major stops and amenities to be installed with Enhance funding. | ODOT Liaison | Hire consultant. Complete Transit Access Study | 2019 | Completed In progress |
| 1C | Provide branded shelters, timetables, and other amenities at each major Connector stop location by 2025. | TCTD | | In phases, as grant funding allows, by 2025 | Updating signage |
| 1D | Develop consistent passenger comfort standards for bicycles, animals, luggage, food, and drink. | BCT | | 2021 | Completed policy on Transporting Animals, working on Transporting Bikes and Holiday Schedules policies |
| 1E | Implement an automated phone information system specific to the Connector. | SETD | | 2018 | Updated website appears to be resolving need |

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| CONNECTOR ACTION PLAN | | Lead | Action Items | Target Completion | Progress to Date |
|--|--|-----------------|--|-----------------------------|--|
| 1F | Technology enhancements | NWOTA staff | Real time bus information, behind-the-scenes technology, GPS, electronic ticketing. | 2019 | Three partners have added Swiftly to their districts. |
| 1G | Establish a Bike n/Ride program including travel services and amenities for riders looking to transport their bicycles. | NWOTA staff | <ul style="list-style-type: none"> Identify amenities needed by short- and long-distance bicyclists, connect with bicyclists and bicycling events to partner on transit options, provide bike 'n ride information on the NW Connector website. Implement program, bike repair stations | 2018 | Completed |
| GOAL 2: PROMOTE CONNECTOR AWARENESS | | | | | |
| 2A | Fund a regional Public Involvement Coordinator position for the Connector. | Connector Admin | | 2017 | On hold |
| 2B | Ongoing marketing and public information campaign that is done simultaneously throughout the five-county region. | Connector staff | | Ongoing, beginning in 2017 | Marketing in progress Working with North Coast Travel Studio |
| 2C | Establish a driver training and customer service training program for the sale of visitor passes. Provide an annual training session for staff at all five agencies beginning in 2017. | TCTD | | Annually, beginning in 2017 | Implemented |

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| CONNECTOR ACTION PLAN | | Lead | Action Items | Target Completion | Progress to Date |
|--|--|---------------------------|---|--|--|
| 2D | Connect with local visitor attractions that can offer off-season discounts. | Connector staff | Include strategies in annual marketing plan | 2019 | Added trip ideas and local events to website |
| 2E | Provide a website that is easy and intuitive for customers to use. | Consultant | | 2018 | Complete |
| 2F | Work with Travel Oregon to include the Connector in their "Seven Wonders of Oregon" marketing program. | Connector staff | Include Travel Oregon in the annual marketing plan. | 2017 | Advertising in Travel Guide Listed in Transportation Options on TravelOregon website |
| 2G | Provide presentations to update regional and statewide groups upon completion of the Management Plan | TCTD | Prepare a 10-minute powerpoint presentation. Work with ODOT Liaison to get on the Oregon Transportation Commission agenda. | 2017 | Multiple presentations have been prepared and used. Maintaining an archive for future use. |
| 2F | Increase brand and system awareness | All Partners | Update and increase NWConnector signage | 2018—2019 | In progress |
| GOAL 3: IMPROVE REGIONAL SERVICE DELIVERY | | | | | |
| 3A | Develop coordinated timetables for Connector service. | CCR | Convene the subcommittee to review and update the original regional timetable prepared for the Connector pilot program. | 2017, with quarterly review and update | Completed without using a sub-committee |
| 3B | Coordinate transfer times between Connector service and local service. | Committee of Partner Reps | | Ongoing | Happening without using a sub-committee |

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| CONNECTOR ACTION PLAN | | Lead | Action Items | Target Completion | Progress to Date |
|-----------------------|---|-------------|--|---------------------------------------|--|
| 3C | Increase frequencies and service levels on valley to coast corridors (Hwy 6, 20, 30). | LCT | | 2022 | Happening on Hwy 6 and 30 routes |
| 3D | Expand the Connector system into Yamhill County. | TCTD | IGA and Management Plan needs to be adopted first | 2019 | In progress |
| 3E | Open a dialogue with other transit services such as Amtrak and POINT (starting with the Cascades POINT) to share service and visitor pass information, and discuss ways to coordinate transfer times. | BCT | | 2017 | Still needs work |
| 3F | Standardize data collection practices of Connector members. | NWOTA staff | Obtain monthly operational data from each member, using the data reporting template | 2017; ongoing monthly | Completed, but making some adjustments to match NWConnector routes |
| | | CCR | Look at adding automatic data collection technologies for the region, including equipment maintenance and data management. | Implement by 2019; ongoing thereafter | Not started |

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| CONNECTOR ACTION PLAN | | Lead | Action Items | Target Completion | Progress to Date |
|--|---|---|--|----------------------------|---|
| GOAL 4: INCREASE ORGANIZATIONAL AND FINANCIAL STABILITY | | | | | |
| 4A | Look for opportunities to jointly procure equipment, stop amenities, consulting services, and other major purchases. | Connector Partners | | Ongoing, beginning in 2017 | Completed/In Progress: <ul style="list-style-type: none"> Joint website Transit Access Study Management Plan Real time bus tracking on all 3 Coast partners systems |
| 4B | Complete a detailed study to look for additional regional operational cost efficiencies by 2020. | ODOT Liaison | | 2020 | Not Started |
| 4C | Investigate NWConnector revenue generators | NW Connector Staff | Consider advertising or sponsorships on shelters | 2019 | Not Started |
| 4D | Develop a regional policies and procedures manual, and establish initial policies for topic areas recommended in the management plan. | BCT | | 2021 | Completed policy on Transporting Animals, working on Holiday Schedules and Transporting Bikes policies |
| 4E | Reach out to the Oregon Transit Association (OTA) for assistance in lobbying for regional coordination funding. | LCT (TCTD co-leader) | | 2017 | Liaisoning with OTA |
| 4F | Convene representatives from each partner agency's board to discuss potential management strategies and resolve barriers to the IGA. | TCTD (LCT to provide current draft IGA) | | 2017 | IGA is in place. |

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| CONNECTOR ACTION PLAN | | Lead | Action Items | Target Completion | Progress to Date |
|---|---|--|--|--------------------------|--------------------------|
| 4G | Consider establishing a advisory group for the NWConnector system | All Partners | Work with the Tribes to see if there is interest in participating on a NWConnector Advisory Committee. Look at the potential for combining STIP and NWOTA meetings | 2019 | Discussion stage to date |
| GOAL 5: ENHANCE COMMUNITY LIVABILITY | | | | | |
| 5A | Develop an implementation plan for a marketing concept similar to Sonoma County's "Transit to Trails" program and build a page for it on the Connector website. | Media Consultant | Trip Ideas and Events | 2018 | Completed |
| 5B | On an annual basis, reach out to local community agencies, such as senior centers, to demonstrate how to ride the Connector. | Public Involvement Coordinator Connector Partners | | Annually | Not started |
| 5C | Partner with local jurisdictions to integrate the Connector into local planning and development approval processes. | All Members | <ul style="list-style-type: none"> Contact planning directors at each local agency within the service area and ask to be notified when new developments are proposed. Review new development proposals and coordinate with local planning directors to make appropriate transit improvements a condition of development. | 2018; ongoing thereafter | Partially being done |

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| CONNECTOR ACTION PLAN | | | | Lead | Action Items | Target Completion | Progress to Date |
|-----------------------|--|--|--|--|--------------------------|----------------------|------------------|
| 5D | Increase utilization of the NWConnector system by low income riders: Reduced fares, identifying routes with low-income ridership | | | <ul style="list-style-type: none"> Potential incentives: Reduced fares, increasing coverage of routes with low-income ridership, bus passes for employees challenged to find housing affordable close to their employment. Investigate last mile trips, may be more cost effective to do Dial-a-Ride | 2018; ongoing thereafter | Partially being done | |

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PROPOSAL PREPARED FOR NORTHWEST OREGON TRANSIT ALLIANCE

TRANSIT ALERTS SOFTWARE

JUNE 11, 2019



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Trillium Solutions, Inc.
www.trilliumtransit.com
(503) 567-8422
6106 NE Mallory Ave.

Northwest Oregon Transit Alliance agencies

June 11, 2019

NWOTA decision-makers:

Trillium Solutions, Inc. is pleased to provide NWOTA with a proposal to provide our Transit Alerts software to your agency.

Transit Alerts addresses a known and poorly served need in the public transit technology marketplace: providing real-time service alerts to riders in a way easy for the agency to process, and easy for riders to understand. It leverages the GTFS-realtime specification to provide up-to-date service alerts along with your agency's GTFS data in Google Maps and other online trip planning applications.

Additionally, through custom integrations Transit Alerts can distribute alerts to websites, SMS, email, and social media accounts to notify users of service alerts through these platforms. Along with full logging of past alerts, this vision will make Transit Alerts the central platform from which your agency can create, classify, and promulgate service alerts to your riders.

Please feel free to contact me if you have any questions about this proposal or Trillium's services. On behalf of the team at Trillium, we would look forward to serving NWOTA.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Thomas Craig', is written over a faint, light blue circular stamp.

Thomas Craig
General Manager
thomas@trilliumtransit.com
503-567-8422 ext 3

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Proposal contents

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- Experience and references 9
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Firm profile and team

Firm profile

Trillium Solutions, Inc., based in Portland, Oregon, has put nearly 150 transit services in the United States on Google Maps since 2007. No other firm can match Trillium's experience in creating and maintaining GTFS data for public transit agencies. Trillium also provides website and interactive maps design, website hosting, and strategic consulting for technology and marketing all geared towards public transportation. Trillium's breadth of services and depth of devotion to public transit give it a unique ability to connect with the needs of public transit agencies.

Trillium was the first company to develop and offer web-based software for maintaining General Transit Feed Specification (GTFS) data, which is used by not only Google Maps, but every major online mapping application. We continue to help our clients stay current with the latest technologies and data standards.

Experience and references are described on page 9.

Team

Trillium's team is small and fluid, with one project lead supported by three other members of our firm, but with each staff member able to take the lead on questions when the lead is unavailable due to our distributed project management systems. Trillium's size offers an ideal value to our clients. Low overhead means our clients receive better service and more attention. While small, efficient, and nimble, Trillium's team is also sufficiently extensive that there are always staff readily available to assist our customers.

- **Aaron Antrim**, President & Lead Developer
12 years' web-development experience, 8 years' experience in public transportation. Experience with fixed-route public transportation, paratransit, and active transportation modes. Skills include developing data standards, web-application design, digital communications, and marketing strategy development.
- **Edward Groth**, Software Developer
Primary developer of Transit Alerts, with 15 years of experience in network administration and high-availability database management.
- **Thomas Craig**, General Manager
Expertise in creating and executing clear, efficient processes.
- **Seth Churnside**, Support Manager
Expertise in providing friendly, clear support for web-based systems, with experience in data science and informatics.

GTFS-realtime specification and Google Maps

Google Maps is used by NWOTA and riders throughout the United States for mobile and web-based desktop trip planning. Google Maps is familiar and easy-to-use format for public transportation passengers. It ingests GTFS data to display the static route timetables, similar to those published in agency route guides, but in an interactive, and easier to use format.

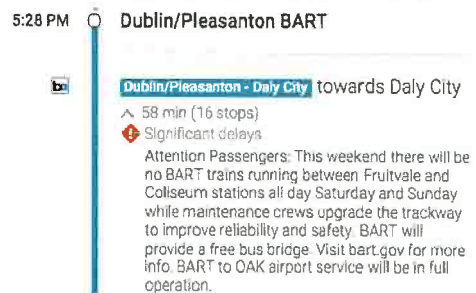
One shortcoming of the GTFS data specification is that it is static in nature. It is not made to be updated frequently, and the platforms that ingest it, including Google Maps, update the data they use on an approximately weekly basis. Riders increasingly expect their information to be up-to-date to the hour or minute.

GTFS-realtime works in conjunction with static GTFS data to fulfill riders' needs and expectations. It includes three components (vehicle locations, trip updates, and service alerts), that directly interface with the data in an agency's GTFS feed to provide information through trip planners that reflects real, on-the-ground conditions rather than planned schedules. Google Maps currently allows two of these components of GTFS-realtime to be published in their interface—trip updates (arrival estimates) and service alerts.

To the left, see the alterations made to the Google Maps trip planning interface when a service alert affects a rider's planned trip. The trip update provides a more accurate estimate of the arrival time the rider should expect, and the service alert provides greater context about the reasons for delays and changes to service.

Learn more about GTFS-realtime at <https://developers.google.com/transit/gtfs-realtime/>

Transit Alerts provides agencies with a simple way to create a GTFS-realtime service alerts feed (not arrival estimates). Service alerts can provide a high degree of context for riders, letting them know about stops that aren't served, expected delays due to events or inclement weather, and help riders understand why the arrival time information provided in a trip planner might not be right. They can provide this information even when real-time systems like Automatic Vehicle Location and arrival estimate systems aren't reliable (as often happens during serious inclement weather or heavy traffic) or do not provide full context for riders to successfully adjust travel plans (such as when a detour is active). Transit Alerts can be deployed singly at far less cost than AVL, or in conjunction with AVL, to provide passengers with a more reliable and complete real-time view of transit operations.



Work plan and timeline

| Task & description | Time from project start |
|--|-------------------------|
| PHASE 1 Deployment and Testing | |
| <p>Request Google Transit Preview for testing Service Alerts with NWOTA feed</p> <p>The implementation process for Google real-time data is similar to the initial Google Transit implementation. Trillium will initiate this process on behalf of NWOTA and inform Google of the ongoing relationship whereby Trillium will provide support both for it's software and the display of the resulting data in Google Maps.</p> | 1 weeks |
| <p>Perform initial internal testing</p> <p>Trillium will initially perform testing of the data feed using hypothetical service alerts for NWOTA.</p> | 2 weeks |
| <p>Documentation and training</p> <p>Trillium consultants will provide an online webinar (1-2 hours) to instruct NWOTA staff how to use Transit Alerts, and what to expect from the resulting data feed in Google Maps.</p> | 2 weeks |
| <p>Provide testing account access to NWOTA</p> <p>Trillium will provide access to the Transit Alerts application, and the Google account that can view the test services alerts produced by the application.</p> | 2 weeks |
| PHASE 2 Launch and Support | |
| <p>Direct Google to make GTFS-realtime feeds live</p> <p>Upon the agreement by both Trillium and NWOTA that GTFS-realtime feed meets the needed requirements and the agency is ready to deploy the real-time data, Trillium will inform Google that the feed is ready to launch in Google Maps.</p> | 3 weeks |
| <p>Support and application hosting</p> <p>Trillium provides ongoing support for Transit Alerts, as an online software-as-a-service. Phone and email based support is included as part of a fixed-cost maintenance and support contract.</p> | Ongoing |

Transit Alerts features, roadmap, and support

Transit Alerts features

Service alert creation

Transit Alerts provides a simple, web-based interface, that allows a transit agency to create a service alert, and publish it in the GTFS-realtime format. GTFS-realtime is made to work with GTFS, and leverages both intuitive metadata regarding service alerts and the base GTFS feed to categorize alerts and tie them directly to particular routes, trips, and stops in the static schedule data.

< Cancel and return to all alerts

New Alert

Unsaved changes

Details Routes Stops Save & Enable

Title

Start Time when this alert will show to the public
Select date 12:00 AM

End Time
Select date 12:00 AM

Description

Cause Unknown Cause

Effect Unknown Effect

Does this alert apply to specific routes?

Yes
 No, applies system-wide or to certain stops

Select Routes

Select all Deselect all

- 17 : San Rafael - Sausalito (10897)
- 22 : San Rafael - Marin City (10898)
- 23 : Canal - Fairfax (10899)
- 23X : Canal - Fairfax/Manor Express (10900)
- 29 : Canal - Marin General (10901)
- 35 : Canal - San Rafael Transit Center (10902)
- 36 : Canal - Marin City (10903)

< Cancel and return to all alerts

New Alert

Unsaved changes

Details Routes Stops Save & Enable

You can refine stop selection by route
or [add additional stops](#)

23 : Canal - Fairfax (10899) All stops [Close x](#)

East

Select all Deselect all

| ID | Name | Code |
|----------------------------------|--|-------|
| <input type="checkbox"/> 2452220 | Sir Francis Drake Blvd & Claus Dr | 40522 |
| <input type="checkbox"/> 2452224 | Sir Francis Drake Blvd & Kent Ave | 40524 |
| <input type="checkbox"/> 2452427 | Sir Francis Drake Blvd & San Anselmo Ave | 40472 |
| <input type="checkbox"/> 2453391 | Sir Francis Drake HS-Sir Francis Drake & Ash Ave | 40474 |
| <input type="checkbox"/> 2451869 | Sir Francis Drake Blvd & Tamal Ave | 40476 |
| <input type="checkbox"/> 2451871 | Sir Francis Drake Blvd & Sals Ave | 40479 |
| <input type="checkbox"/> 2451875 | Sir Francis Drake Blvd & Madrone Ave | 40483 |

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Designed for the real, mobile world

Transit Alerts provides ease-of-use for transit operations staff, in an interface designed to work on both desktop and mobile devices. Users are guided through the simple interface one small step at a time, so that alerts can be published easily and quickly.

Effective time

Transit Alerts allows you to define a time frame for your service alert. That time can always start immediately, and be pushed to create a notice for your customers in less than a minute.

Alerts can also be set up for the future, so if you know of a disruption beginning next week, you can set it up and forget it. Your riders will be informed at just the right time.

Service alert logging

Transit Alerts logs every service alert you create, as well as all the information assigned to that alert. Whenever you need a log of your past alerts, or want to analyze how frequently and on which routes and stops alerts happened, the full history of your service alerts is there to lookup and review what happened, and when.

Transit Alerts roadmap

The current capabilities of Transit Alerts to be released in the near future cover the basic need of warning readers when GTFS data cannot be relied upon as normal. Trillium's vision for this project is much larger. Service alerts are an important problem for public transit agencies, not only with respect to rider reliance on GTFS-based trip planners, but more broadly. How do we inform every rider individually and directly when the service will not meet their expectations?

Having a single, simple form in which to enter service change information is a stepping stone to sync that platform into the numerous systems that agencies use and riders rely on to send and receive updates on service:

- Agency websites
- Email notifications
- SMS notifications
- Social media direct messages and feeds

Future advancements to Transit Alerts will automate this integrations, providing alerts through more media without custom configuration.

Transit Alerts support

Transit Alerts is provided as a web-based software-as-a-service, which means that as the application develops, you receive those benefits without needing to upgrade or download. Additionally, it comes fully supported by email or phone with terms of service that fit the real-time nature of the data it produces.

Experience and references

Experience highlights

- Trillium is the most experienced specialist in the field of GTFS data creation and maintenance, and in supporting third party applications such as Google Maps.
- Trillium supports over 300 transit agencies that are live in Google Maps. A complete list appears at www.trilliumtransit.com/projects/

Selected references

Asheville Redefines Transit - GTFS Manager and Transit Alerts software

Reference: Scott Barnwell, Business & Public Technology Manager
City of Asheville
70 Court Plaza | Asheville, NC 28801
(828) 259-5501 | SBarnwell@ashevillenc.gov

Charleston Area Regional Transit Authority – GTFS Manager and Transit Alerts

Reference: Jeff Burns, Senior Planner
Berkeley-Charleston-Dorchester Council of Governments
1362 McMillan Ave., Suite 100 | North Charleston, SC 29405
(843) 529-2128 | jburns@ridecarta.com

Costs

Software subscription and support

Transit Alerts is provided as Software-as-a-service on a yearly subscription basis. There is no implementation fee. All initial communication with Google and support during the testing period is provided free of charge. Payment for the first year of service is due upon the “live” date of the GTFS-realtime service alerts feed, agreed upon by Trillium and NWOTA.

\$2,000 per year

Custom development for integrations into website, social media, etc. will be billed hourly at \$125 per hour and can be estimated in advance.

Assurances

- All created GTFS-realtime data is property of NWOTA.
- Trillium maintains E&O professional liability, general liability, and workers compensation insurance policies.



Oregon

Kate Brown, Governor

Department of Transportation

Audit Services

355 Capitol St. NE – MS31

Salem, OR 97301-2528

(503)986-3213

June 11, 2019

Board of Directors
Tillamook County Transportation District
3600 3rd St Suite A
Tillamook, OR 97141-2730

RE: ODOT Review of subrecipient single audit (2 CFR §200.331)
Fiscal Year Ended June 30, 2018

The Oregon Department of Transportation (ODOT) has been assigned responsibility for ensuring that the Schedule of Expenditures of Federal Awards (SEFA) and Single Audit for the fiscal year ending June 30, 2018 were prepared and performed in compliance with §200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 CFR Part 200, as applicable, and Oregon Accounting Manual Policy No. 30.40.00.

Specifically, ODOT reviewed Tillamook County Transportation District's independent auditor report and related financial reports and schedules for assurance of compliance with grant agreement terms and that the internal controls exercised by Tillamook County Transportation District in administering those grant funds were appropriate. ODOT's review was performed on behalf of all State agencies passing federal funds through to Tillamook County Transportation District for the fiscal year. ODOT's acceptance of the audit constitutes acceptance by all agencies of the State of Oregon, although other State agencies may also contact you regarding specific grant monies.

We have completed our review of Tillamook County Transportation District's SEFA and related Single Audit reports by its independent auditors for the fiscal year ended June 30, 2018 and conclude that Tillamook County Transportation District has materially complied with the major program requirements; however, a significant deficiency in internal controls was identified related to sufficient segregation of duties. It should be cautioned that internal controls play an important role in detecting and preventing fraud and protecting assets.

The review was performed by Inna Smyth, Senior External Auditor. If you have any questions or comments, please contact Inna at (503) 986-3174, or contact me at (503) 986-3213.

Sincerely,

Margaret Cole, CPA
External Audit Manager
Oregon Department of Transportation

CC: Hal Gard, ODOT Rail and Transit Administrator

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Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, May 16, 2019 – 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 6:29pm
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
Melissa Carlson-Swanson, Director

TCTD Staff

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

Absent

None.

Guest

Chris Kell, public
Linda Adler, public

4. Announcements and Changes to Agenda: None.
5. Public & Guest Comments: None.
6. PUBLIC HEARING to receive public comments regarding the proposed Dial-A-Ride fare rate increase. Hearing opened at 6:30pm. No public comments. Hearing closed at 6:30pm.

GENERAL MANAGER REPORT

7. Financial Report: GM Doug Pilant reviewed the April 2019 financial reports. The District is 83% through the Fiscal Year while personnel is 74%, vehicle expenses is at 93% and fuel at 87%.

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.

8. Service Measure Performance Report: GM Doug Pilant reviewed performance measures with the Board. YTD Ridership overall has increased 4.0% change over the previous year. The YTD passengers per hour are +0.3%, the YTD cost per trip is -5.0%, the YTD cost per hour is -5.3% and the YTD fare box return is -1.7%.
9. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board. He shared the final new NWOTA signage with the Board.
10. Statewide Transportation Improvement Fund (STIF): The District received its first STIF payment in the amount of \$164,875, which is above the TCTD STIF Plan's 130% budget of \$134,800.
11. Planning & Development: None
12. Grant Funding - ODOT grants later in meeting to Amend inter-city grant agreement. Director Huffman asked if there are 2 inter-city services. GM Doug Pilant confirmed that there are 2. Director Holm asked if we are receiving funds from the payroll tax. GM Doug Pilant stated approximately 90% of the transit funds are returned to Tillamook County. He stated he would verify and let the Board know if his estimate is incorrect. ODOT receives their portions before disbursement. Director Huffman asked if other Directors can attend the next OTA conference to understand grant better. GM Doug Pilant stated all Directors can come and he encouraged them to attend.
13. Facility/Property Management:
 - a. Transit Visitors Center – GM Doug Pilant will have a lease extension later in meeting. Current contract expires November 2019. District is required to give 180 days' notice of intent to renew. Director Hanenkrat asked about maintenance costs. GM Doug Pilant stated the District is required to cover all maintenance.
 - b. Post office bus stop – Working on stop at the post office.
 - c. Janitorial and Landscaping Contracts – are on agenda to be adopting later in meeting.
14. Miscellaneous:
 - a. NW Rides Brokerage
 - i. Ecolane – Sunset is up and running. Director Huffman asked if Brent Olson helped them. He said yes.
 - ii. Volunteer Driver Program – Staff is beginning a process to take over the DHS volunteer program. Successfully completed the next quarter true up mid-April and expecting funds within a week. Plans to add the DHS volunteers to NW Rides by the next fiscal year.
 - b. Dial-A-Ride Fare Policy. Fare will increase from \$1.50 to \$2.00 for discounted fares and from \$3 to \$4 for regular fares. Going into effect July 1st. Will bring fare policy to June board meeting.
 - c. Collective Bargaining Meeting – Next meeting scheduled at the District on July 30th and 31st.

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.

CONSENT CALENDAR

- 15. Motion: Approval of Minutes of April 18, 2019 Regular Board Meetings
- 16. Motion: Acceptance of Financial Report: April 2019
- 17. Motion to Amend TCTD Public Records Policy No. 20
- 18. Motion Authorizing GM to Execute Letter of Intent to Exercise the Option to Renew Transit Visitor Center Lease for an additional 10-years

Motion by Director Holm to adopt the Consent Calendar, with noted corrections to the minutes. *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, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

ACTION ITEMS

- 19. Resolution 19-05 In the Matter of Authorizing the GM to Enter into a Janitorial Services Agreement with Chrissy's Cleaning Services for the TCTD Administrative Building

GM Doug Pilant discussed the Resolution with the Board. Director Holm asked about the differences between Resolutions 19-05 & 19-06. GM Doug Pilant shared that there are two separate duties of cleaning now that there are more people in the building.

Motion by Director Huffman to approve Resolution 19-05 In the Matter of Authorizing the GM to Enter into a Janitorial Services Agreement with Chrissy's Cleaning Services for the TCTD Administrative Building. *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, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

- 20. Resolution 19-06 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the TCTD Administrative Building

GM Doug Pilant discussed the Resolution with the Board.

Motion by Director Holm to approve Resolution 19-06 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the TCTD Administrative Building. *Motion Seconded* by Director Huffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

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.

21. Resolution 19-07 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the Downtown Transit Visitor Center

GM Doug Pilant discussed the Resolution with the Board.

Motion by Director Carlson-Swanson to Resolution 19-07 In the Matter of Authorizing the GM to Execute a Janitorial Services Agreement with Marie Mills Center for the Downtown Transit Visitor 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, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

22. Resolution 19-08 In the Matter of Authorizing the GM to Enter into a Landscaping Services Agreement with North Coast Lawns

GM Doug Pilant discussed the Resolution with the Board.

Motion by Director Huffman to Resolution 19-08 In the Matter of Authorizing the GM to Enter into a Landscaping Services Agreement with North Coast Lawns. *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, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

23. Resolution 19-09 In the Matter of Authorizing the GM to Enter into a Personal Services Agreement with Col-Pac Economic Development District for NWOTA Administrative Support Services

GM Doug Pilant explained Resolution 19-09 with the Board. Director Holm asked why TCTD is approving Col-Pac contract. GM Doug Pilant explained that TCTD is the fiscal agent for NWOTA and has the authority to execute contracts. Director Holm asked if it would be possible in the future for them to adopt their own contracts. GM Doug Pilant explained the NWOTA partners do not support an independent NWOTA agency and will only support an IGA where a local agency assumes fiscal agent responsibilities.

Motion by Director Huffman to Resolution 19-09 In the Matter of Authorizing the GM to Enter into a Personal Services Agreement with Col-Pac. *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, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

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.

24. Resolution 19-10 In the Matter of Authorizing the GM to convert two (2) part-time dial-a-ride driver positions to two (2) fulltime dial-a-ride driver positions

GM Doug Pilant reviewed the Memo to the Board explaining the purpose of the Resolution. Resolution 19-10 implements the TCTD STIF action plan to provide full time driver positions for North and South County. Director Hanenkrat noted an error in the wherefores that needed to be corrected to 2 full time. Director Holm asked if the STIF money calls all the expense of increased positions. GM Doug Pilant explained the District already funds part-time positions where the drivers are actually working fulltime shifts. He explained that STIF funds would be funding the benefits for these positions to be fulltime positions. Director Huffman said the volunteer program should not be lost in this process. GM Doug Pilant stated the District is always looking to recruit volunteers.

Motion by Director Holm to Resolution 19-10 In the Matter of Authorizing the GM to convert two (2) part-time dial-a-ride driver positions into two (2) fulltime dial-a-ride driver positions, with noted correction. *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, Hanenkrat, Holm, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

25. Resolution 19-11 In the Matter of Authorizing the GM to Amend ODOT Section 5311(f) Grant Agreement No. 31972 to support Intercity Services

Motion by Director Holm to Resolution 19-11 In the Matter of Authorizing the GM to Amend ODOT Section 5311(f) Grant Agreement No. 31972 to support Intercity Services. *Motion Secoded* by Director Huffman. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

By Directors Edwards, Hanenkrat, Holm, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

26. Resolution 19-12 In the Matter of Authorizing the GM to Execute ODOT Section 5311 Grant Agreement No. 33435 to support rural public transit services

GM Doug Pilant discussed the Resolution with the Board. Director Huffman asked if we are getting buses with this. GM Doug Pilant stated this grant only covers operations.

Motion by Director Huffman to Resolution 19-12 In the Matter of Authorizing the GM to Execute ODOT Section 5311 Grant Agreement No. 33435 to support rural public transit

services. *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, Huffman,
Carlson-Swanson and Board Chair Judy Riggs.
Position 5 vacant.

DISCUSSION ITEMS

27. SDAO Board Assessment – Scheduled for July 18, 2019 for 4:30pm, followed by a meal and board meeting. Director Huffman asked if the Directors could receive a copy of the strategic plan for the meeting. GM Doug Pilant agreed to have the strategic plan available.

28. Staff Comments/Concerns

GM Doug Pilant: Told a joke that he said Ronny would appreciate and share with the Board.

Superintendent Brent Olson: None.

Accounting Specialist Tabatha Welch: None.

NWR Supervisor/Board Clerk Cathy Bond: None.

29. Board of Directors Comments/Concerns

Jim Huffman – He hoped to be back again someday.

Judy Riggs – None.

Marty Holm – Is budget meeting on May 30, 2019 at 6 or 6:30pm. GM Doug Pilant confirmed 6:30pm

Jackie Edwards – None.

Gary Hanenkrat – None.

Melissa Carlson-Swanson – None.

UPCOMING EVENTS

Parade and Fair calendar attached to Agenda.

Adjournment: Board Chair Riggs adjourned the meeting at 7:14pm.

These minutes approved this 20th day of June, 2019.

ATTEST:

Judy Riggs, Board Chair

Doug Pilant, General Manager

Tillamook County Transportation District
FY 2019-2020 TCTD Budget Committee Meeting
Thursday, May 30, 2019 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:** Board Chair Judy Riggs called the meeting to order at 6:00pm
2. **Roll Call:**

Budget Committee Members Present:

Judy Riggs, Marty Holm, Gary Hanenkrat, Jim Huffman, Jackie Edwards, Melissa Carlson-Swanson, Robin Taylor, Carol McAndrew, Pat Ryan and Ron Rush.

TCTD Staff Members Present:

Budget Officer/General Manager Doug Pilant, Accounting Specialist Tabatha Welch and NW Rides Supervisor/Board Clerk Cathy Bond.

Committee Members Absent:

Anita Hanakahi, Karen Allenbrand and Bill Hatton.

Guest

Linda Adler, public

3. **Election of TCTD Budget Committee Chair for FY 2019-2020**

Motion by Carol McAndrew to appoint Marty Holm as Budget Committee Chair for FY 2019-2020. *Motion Seconded* by Director Edwards. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED UNANIMOUSLY

4. **Reading and acceptance of the Budget Officer's message**

Committee Chair Marty Holm read the budget officer's message for FY2019-2020 into the record.

Carol McAndrew congratulated GM Doug Pilant for being successful in obtaining the grants. Carol McAndrew asked what services does the NWOTA Benton Rural Services cover. GM Doug Pilant explained they provide Dial-A-Ride and Paratransit services in Corvallis area and commuter bus service between Corvallis and Newport and a route to Adair Village. Director Huffman asked if there is a Portland connection from Adair Village to Portland. GM Doug Pilant stated there is not a connection to Portland.

5. Line-by-line discussion of the FY 2019-2020 budget by fund

Budget Officer Doug Pilant reviewed the Budget line-by-line with the Committee while facilitating discussions and answered questions. By consensus, there were no noted changes to the Budget.

6. Approval of the TCTD FY 2019-2020 budget as presented or amended

Ron Rush Abstained from voting. He did comment further that he was on the steering committee in the 1980s and is amazed how much the District has prospered from start to finish. GM Doug Pilant stated the District wouldn't be what it is today without the leadership of those original members and committees. Ron Rush also asked if Director Huffman should abstain from voting since he sits on the Marie Mills board. It was confirmed that he would not need to abstain.

Carol McAndrew complimented GM Doug Pilant for doing such a great job of managing the District and is proud of how the reputation and quality sets examples for other agencies.

MOTION by Judy Riggs to approve the FY 2019-2020 Tillamook County Transportation District budget and send it to the Tillamook County Transportation District Board of Directors for a public Budget Hearing. Motion seconded by Carol McAndrew. Committee Chair Marty Holm called for further discussion, followed by none, he then called for a vote.

MOTION PASSED UNANIMOUSLY

MOTION by Ron Rush that the TCTD Budget Committee approve the 2019-2020 fiscal year budget in the amount of \$11,067,102.00. Motion seconded by Jim Huffman. Committee Chair Marty Holm called for further discussion, followed by none, he then called for a vote.

MOTION PASSED UNANIMOUSLY

MOTION by Carol McAndrew that the TCTD Budget Committee approves taxes for the 2019-2020 fiscal year at the rate of \$0.20 per \$1,000 of assessed value for operating purposes in the General Fund. Motion seconded by Judy Riggs. Committee Chair Marty Holm called for further discussion, followed by none, he then called for a vote.

MOTION PASSED UNANIMOUSLY

7. Committee Member Comments/Concerns

Judy Riggs – Thanks for all the hard work.

Marty Holm – Thanked everyone for participating and appreciates the transparency. He doesn't want to underestimate the value of the NW Rides Brokerage. Valuable and worthwhile.

Jim Huffman – Pointed out that retired Board Chair Bob Kenney was instrumental in the original steering committee with Ron Rush and he appreciates his dedication to the District as well.

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.

UPCOMING EVENTS

8. **Adjournment:** Committee Chair Marty Holm adjourned the meeting at 7:24pm.

These minutes approved this 20th day of June 2019.

ATTEST:

Judy Riggs, Board Chair

Doug Pilant, General Manager

Tillamook County Transportation District

VOLUNTEER HANDBOOK



3600 Third Street, Suite B
Tillamook, Oregon 97141
Phone 888-793-0439
Fax 503-815-2384
nwrides@tillamookbus.com

Goal

This handbook is designed to provide NW Rides Volunteer Drivers with a basic orientation to the policies and guidelines of Tillamook County Transportation District (TCTD) and NW Rides. Please refer to it as questions arise and contact the Brokerage Supervisor by phone or email if you have additional questions or comments. From time to time, NW Rides offers advanced and supplemental training on a variety of related topics.

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Volunteer Position Descriptions

Job Title: NW Rides Volunteer Driver

Supervisor: Brokerage Supervisor

General Description:

NW Rides volunteer drivers will provide eligible clients living in Clatsop, Columbia and Tillamook counties non-emergency medical transportation (NEMT) service to medical appointments.

Primary Duties:

- Transport NW Rides clients to and from medically related appointments in an efficient, safe, and reliable manner.
- Maintain excellent working relationship with NW Rides dispatchers and staff to ensure that the service is provided efficiently.
- Maintain accurate pick-up, drop-off and mileage records.
- Report all client incidents that may occur during service delivery.
- Attend required training and coordination events.
- Perform routine vehicle inspections.

Qualifications:

- Must be 25 years of age or older and submit DMV driving record demonstrating at least seven (7) year safe driving and meet the Special District Association of Oregon ("SDAO") Motor Vehicle Report Guidelines.
- Must have a privately-owned motor vehicle.
- Must carry vehicle and liability of at least \$100,000 Bodily, \$300,000 Liability, \$100,000 Property per person/each occurrence.
- Must complete Passenger Assistance Safety and Sensitivity (PASS), Health Insurance Portability and Accountability Act of 1996 (HIPPA), and National Safety Council or SMITH defensive driver training curriculums.
- Must pass a pre-employment drug and alcohol screening.
- Must pass criminal background check.
- Must have a comprehensive knowledge of the Clatsop, Columbia and Tillamook counties region.
- Must carry a mobile device to maintain constant communication with NW Rides staff and dispatchers.
- Must provide three references of character from non-relatives.
- Must show capacity and aptitude for providing driver services in a safe, conscientious manner.
- Must have genuine interest in serving people with special needs, especially older adults and persons with disabilities.

Hours of Service and Holidays

NW Rides is closed on the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

NW Rides non-emergency medical transportation (NEMT) service is a shared ride service that operates Monday through Saturday (except when closed on designated holidays). NW Rides has flexible in hours of operation based on clients' needs.

Confidentiality

NEMT volunteer drivers are required to take all precautionary actions to protect client personal information. Volunteers shall not share passenger information with anyone outside of NW Rides. All volunteers are required to successfully complete HIPPA training before performing services and annually.

Harassment-Free Service

NW Rides recognizes the need for a violence-free work environment for all volunteers and the public. NW Rides will not tolerate violence in the workplace and is committed to maintaining environments clear of all forms of violence, including verbal or physical threats as well as forms of intimidation such as sexual harassment or abusive language. Volunteer drivers are expected to report all threats and violence, physical or verbal, to the NW Rides Brokerage Supervisor.

Required for Pre-Employment

- Submit a DMV driving record demonstrating at least seven (7) year safe driving. Must meet the Special District Association of Oregon ("SDAO") Motor Vehicle Report Guidelines (Attachment A).
- Successfully pass criminal background check as required by TCTD Criminal History Records Check Policy No. 5, dated June 19, 2008 (Attachment B).
- All volunteers are required to submit to testing and test negative for drugs prior to employment. See TCTD Drug & Alcohol Policy (Attachment C).

Volunteer Driver Insurance Statement

Volunteer drivers must carry vehicle and liability of at least \$100,000 Bodily, \$300,000 Liability, \$100,000 Property per person/each occurrence. Volunteer drivers must always carry proof of automobile insurance.

Workers' Compensation Insurance

NW Rides volunteers work under the direction and supervision of NW Rides, which is a subsidiary of Tillamook County Transportation District (TCTD). Therefore, when a volunteer driver is injured while performing their duties, the injured volunteer may be entitled to benefits under the workers' compensation law. TCTD carries workers compensation coverage and will assist volunteers in obtaining all benefits they are legally entitled to.

If there's an incident that results in a volunteer being injured, regardless of how serious, the Brokerage Supervisor should be notified immediately. Failure to report accidents can result in a violation of conditions of insurance coverage and State laws, leading to difficulties in processing insurance and benefit claims. Injured volunteers must fill out a Worker's Compensation Report form (Form 801) and submit it as soon as possible to the Brokerage Supervisor.

Hands-On Training

TCTD provides an extensive training program that benefits both the clients and the volunteers. All required trainings must be completed within 90 days of initial hire or re-certification dates.

Required Trainings:

1. HIPPA (Health Insurance Portability and Accountability Act of 1996) Training.
2. Passenger Assistance Service and Safety Training (P.A.S.S.): Includes training on the Americans with Disabilities Act (ADA), Lift Operating Procedures, Passenger Loading/Unloading and Securement, and Bloodborne Pathogens.
3. Smith System Defensive Driver Training (for NEMT volunteer driver only). A comprehensive driver training course.
4. First Aid/CPR Training.

Accident and Injury Reporting

NW Rides first priority is the safety of its volunteers and clients. Volunteers are expected to use common sense and good judgment in work habits, to follow safe work practices. Injuries or illnesses must be reported immediately to the Brokerage Supervisor.

Accidents involving NW Rides clients must be reported as soon as possible. All accident reports must be submitted to the NW Rides Brokerage Supervisor. If there are injuries, call for emergency assistance immediately. The Brokerage Supervisor will determine the need for further investigation.

Reporting Your Hours

Volunteers are required to report their mileage and submit completed manifests for each day of service. Manifests must be submitted weekly by Sunday of the week completing the work.

Reimbursement

The following general guidelines apply to the reimbursement of Volunteer mileage, hotel and meal expenses.

1. Mileage. Volunteers operating their personal vehicles will be paid mileage for miles driven while performing duties as NEMT Volunteer driver. Volunteers will be reimbursed at the current years' IRS mileage rate.

2. Lodging. Hotel and motel accommodations should be appropriate to the purpose of the trip. Expenses for lodging must be supported by actual receipts. Reimbursement for lodging is generally limited to the expense of a single room, except where employees are sharing a room. Reimbursement rate for lodging will follow the GSA Meals & Incidental Expenses (M&IE) guidelines available at www.gsa.gov.

3. Meal Reimbursement. Partial and full day meal reimbursement may be allowed when the employee is away from their residence on NW Rides business during normal meal times. Reimbursement for meals will follow the GSA Meals & Incidental Expenses (M&IE) guidelines available at www.gsa.gov.

Under certain circumstances, you may be reimbursed for additional expenses incurred during the performance of your NW Rides volunteer service. Prior authorization is required by the Brokerage Supervisor prior to incurring expenses. If approved, you must provide a receipt and submit it with a Request for Reimbursement form.

General Guidelines

Professional Appearance

Volunteers must wear proper clothing to provide a businesslike appearance at all times. This includes wearing official ID at all times while acting on behalf of NW Rides.

Personal Telephone Usage

Volunteer drivers must carry a mobile device to maintain constant communication with NW Rides staff and dispatchers. Telephone calls of a personal nature should be kept to a minimum and made during breaks or lunch periods whenever possible.

Smoking

Smoking is prohibited at all times while transporting NW Rides clients. State law prohibits smoking in all public buildings except at designated smoking areas. All posted smoking laws, ordinances and facility rules must be followed.

Gifts and Gratuities

The appearance of impropriety can be as damaging as actual impropriety and must be avoided. Volunteers are not allowed to accept tips, gratuities, or cash gifts for work performed for NW Rides. Non-monetary gifts of nominal value e.g., under \$50 at holidays or special occasions, may be allowed.

Personal Interests Avoided

NW Rides volunteers may not use the NW Rides volunteer services for personal interest or gain. When giving testimony unrelated to their assigned NW Rides responsibilities, volunteers shall not use information or facts that have come to them by virtue of their volunteer services for personal gain or benefit. In matters of personal interest, volunteers should conduct themselves so as not to impair their working relationship with other volunteers, officials, or the public.

Political Activities of District Volunteers

Official Position – Campaigning: Volunteers may not use their official authority or position with NW Rides to further the cause of any political party or candidate for nomination or election to any political office.

On-Duty Activity: Oregon law forbids any NW Rides volunteer, while on the job, from soliciting money, influence, service, or other article of value or otherwise aiding and/or promoting any political cause or the nomination or election of any person for public office.

Internet Use

NW Rides staff will send route manifests by email to volunteers. As a public entity, NW Rides' employees using NW Rides' equipment and internet access have no right to privacy, which includes any items sent to NW Rides' employees.

Observing Your Passenger's Condition

Due to the nature of volunteering, you may be the first person aware of a change in your client's situation or condition. If you are aware of a situation that places a client, volunteer or staff person at physical, financial or legal risk, please call the Brokerage Supervisor or dispatchers as soon as possible so we may deal with it appropriately.

Personal Attendants, Children and Guest Riders Policy

Clients unable to transport themselves from door-to-door must be accompanied by a personal care attendant (PCA) to assist them and ensure their safe transportation. Guests (friends, relatives, children or companions *other than a registered PCA*) may not accompany client.

Oregon Health Authority (OHA) does not pay for transportation as a convenience to clients. For example, if a child needs to go to the physician and the mother has other children who cannot be left at home, OHA will not provide transportation for the other children to either accompany the parent to the physician or to be taken

to a care provider. If the client needs assistance with other aspects of the arrangements for transportation such as childcare, the client should be advised to contact their case manager. The only exception to a child riding that does not have an appointment is if the child is still breast feeding.

Children under the age of 12 must travel with an attendant. The attendant must accompany the child from the pick-up location to the destination and on the return trip. The attendant must also remain with the child during their appointment. Another person shall not accompany the attendant unless the parent or legal guardian authorizes it or unless the other person is an eligible child traveling to the same location for a medical appointment. NW Rides does not provide car or booster seats.

Animal Policy

The provisions of the Americans with Disabilities Act (ADA) supersede state law and use the term "service animal," which is a broader definition than the definition of "guide dogs" for blind or hearing-impaired persons described at ORS 346.620 and 346.650. In order to be compliant with the ADA laws, NW Rides uses the term "service animal" when determining which animals may be permitted to ride on transit vehicles.

There are three types of animal classifications NW Rides will transport on their vehicles: Service Animals, Comfort Animals, and Pets.

In 28 CFR § 36.104 (<http://www.ada.gov/reg3a.html>) the following terms are defined for the purposes of the ADA:

Service animal means any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.

Disability means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

The phrase **major life activities** mean functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

To summarize, NW Rides always allows service animals on its vehicles that are trained to perform tasks for people with disabilities as described above. Animals that solely provide comfort or companionship to the owner are not considered "service animals" for the purposes of the ADA exemption. The terms "companion

animal" or "common household pet" as these terms are used in the Federal Fair Housing Act (42 USC §3601) do not apply to the exemption for service animals under the ADA.

NW Rides will transport "comfort animals" if they have a carrier with them so they can be placed in the carrier if they become unruly, or they can sit in the lap of the passenger who needs the companion animal. If the animal is large and takes up a seat, the owner will be charged an extra fare. The "comfort animal" owner is at all times fully responsible for their animal and by boarding and agree to NW Rides' rules about service animals, comfort animals, and pets.

Pets will be transported only if they are in a carrier. The pet owner is at all times fully responsible for their animal and by boarding they agree to NW Rides' rules about service animals, comfort animals, and pets.

**VOLUNTEER HANDBOOK
CERTIFICATE OF RECEIPT**

I, _____, certify that I have received a copy of Volunteer Handbook of the Tillamook County Transportation District and NW Rides. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies. I accept responsibility for understanding and complying with the District's policies. I understand that my volunteer participation can be terminated with or without cause, at any time, at the option of either the District or myself. I understand that no one except the TCTD Board of Directors has the authority to enter into any agreement in writing, contrary to the Volunteer Handbook of the District.

Volunteer Signature

Date



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

**In the Matter of Adopting the)
Budget, Making Appropriations,)
Levying Taxes, and Categorizing)
Taxes for FY 2019-2020)**

RESOLUTION NO. 19-13

WHEREAS, pursuant to the requirements of ORS 294, the Board of Directors of the Tillamook County Transportation District is required to adopt a budget and make appropriations for the District for FY 2019-2020; and

WHEREAS, on May 30, 2019, following public notice and a public hearing, the TCTD Budget Committee approved the FY 2019-2020 budget and recommended adoption by the Board of Directors.

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

MAKING APPROPRIATIONS

Section 1: The Board of Directors of the Tillamook County Transportation District hereby adopts the budget for Fiscal Year 2019-2020, in the total of \$11,067,102.00. This budget is now on file at the District office in Tillamook, Oregon.

Section 2: The amounts shown below on the following page are hereby appropriated for the Fiscal Year beginning July 1, 2019 and for the following purposes:

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TOTAL APPROPRIATIONS FOR FY 2019-20

| | | | |
|---------------------------------|--------------|--|--------------|
| General Fund | | Bus Wash Maint. Reserve Fund | |
| Administration | 662,300 | Transfers | 0 |
| Operations | 1,944,621 | Total | 0 |
| Maintenance | 733,700 | | |
| Volunteers | 0 | Special Transportation Fund | |
| Unallocated | | Special Payments | 20,914 |
| Materials & Services | 0 | Transfer | 94,634 |
| Capital Outlay | 1,416,500 | Total | \$ 115,548 |
| Transfers | 22,000 | | |
| Contingency | 116,500 | NW Oregon Transit Alliance | |
| Total | \$ 4,895,621 | Materials & Services | 254,810 |
| | | Special Payments | 3,000 |
| Property Management Fund | | Total | \$ 257,810 |
| Materials & Services | 43,500 | | |
| Debt Service | 99,591 | NW Rides | |
| Capital Outlay | 30,000 | Personnel Services | 421,000 |
| Total | \$ 173,091 | Materials & Services | 3,039,000 |
| | | Capital Outlay | 40,000 |
| Capital Reserve Fund | | Total | \$ 3,500,000 |
| Transfers | 0 | | |
| Total | 0 | Statewide Transit Improve. Fund | |
| | | Special Payments | 5,000 |
| Vehicle Purchase Reserve | | Transfers | 915,842 |
| Transfers | 11,835 | Total | \$ 920,842 |
| Total | \$ 11,835 | | |

| | |
|--|-----------------|
| Total Appropriations, All Funds: | \$ 9,874,747.00 |
| Total Unappropriated and Reserve Amounts, All Funds: | \$ 1,192,190.00 |
| Total Adopted Budget: | \$11,067,102.00 |

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

**In the Matter of Adopting)
an Amendment to the)
TCTD Fare Rate Policy for)
Dial-a-Ride Services)**

RESOLUTION NO. 19-14

WHEREAS, Tillamook County Transportation District (“District”) is an Oregon transportation district organized under ORS Chapter 267, with the power to fix and collect charges for the use of its system; and

WHEREAS, the District adopted Ordinance No. 2 with an effective date of March 1, 2013, establishing District fare zones and fare categories; and

WHEREAS, Ordinance No. 2 provides that the fares for each Fare Category may be modified by Resolution of the District Board of Directors (“Board”); and

WHEREAS, the District wishes to make the Dial-a-Ride service available to as many people as possible on a basis that is economically sustainable for the District; and

WHEREAS, the District conducted an evaluation of the current Dial-a-Ride fare structure and on May 16, 2019, following a public notice and public hearing the TCTD Board has determined it necessary to increase the Dial-a-Ride fares to accomplish the District’s goals for the Dial-a-Ride service and to better serve the public:

NOW, THEREFORE, BE IT RESOLVED:

1. That the District adopts modifications to the Dial-a-Ride fares by increasing the fares as follows:

| Fare Category | Current Fare | Increased Fare |
|----------------------|--------------|----------------|
| Full fare 1-zone | \$3.00 | \$4.00 |
| Multi-zone Fare | \$12.50 | \$12.50 |
| Discount Fare 1-zone | \$1.50 | \$2.00 |
| 2. Multi-zone Fare | \$12.50 | \$12.50 |

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3. That the new fares are reflected in Exhibit A hereto, which upon adoption of this Resolution will Supersede Attachment A to Ordinance No. 2, and that a copy of the superseding Attachment shall be filed together with Ordinance No. 2.

EFFECTIVE DATE: July 1, 2019

APPROVED AND ADOPTED this 20th day of June, 2019.

By: _____
Judy Riggs, Board Chair

ATTEST:

District Recorder

EXHIBIT A

SUPERSEDING ATTACHMENT A TO ORDINANCE NO. 2

Amended by TCTD Board Resolution 19-14 on June 20, 2019 (Effective July 1, 2019)

TCTD Fare Rates by Passenger Category

| Category | Service/Route | Fare Type | Current | Proposed |
|-----------------|-------------------|--------------------|-----------|----------|
| Full Fare | Dial-A-Ride | 1 Zone | \$4.00 | |
| Full Fare | Dial-A-Ride | Multi-zone | \$12.50 | |
| Full Fare | Intercity | Round Trip | \$20.00 | |
| Full Fare | Intercity | One Way | \$15.00 | |
| Full Fare | Deviated Route | 1 Zone | \$1.50 | |
| Full Fare | Deviated Route | 2 Zone | \$3.00 | |
| Full Fare | Deviated Route | 3 Zone | \$4.50 | |
| Full Fare | Deviated Route | Monthly Pass | \$40.00 | |
| Full Fare | Deviated Route | Day Pass | \$1.50 | |
| | | | | |
| Child Fare # | Intercity | Round Trip | \$10.00 | |
| Child Fare | Intercity | One Way | \$7.50 | |
| Child Fare % | Deviated Route | 1 Zone | \$0.75 | |
| Child Fare % | Deviated Route | 2 Zone | \$1.50 | |
| Child Fare % | Deviated Route | 3 Zone | \$2.25 | |
| | | | | |
| Discount Fare | Dial-A-Ride | 1 Zone | \$2.00 | |
| Discount Fare | Dial-A-Ride | Multi-zone | \$12.50 | |
| Discount Fare | Intercity | Round Trip | \$10.00 | |
| Discount Fare | Intercity | 1-Way | \$7.50 | |
| Discount Fare | Deviated Route | 1 Zone | \$0.75 | |
| Discount Fare | Deviated Route | 2 Zone | \$1.50 | |
| Discount Fare | Deviated Route | 3 Zone | \$2.25 | |
| Discount Fare | Deviated Route | Monthly Pass | \$30.00 | |
| Discount Fare | Deviated Route | Day Pass | \$0.75 | |
| | | | | |
| Special Program | Dial-A-Ride | NW Rides | Contract | |
| Special Program | Intercity | Ride Connection | Contract | |
| Special Program | Deviated Route | Seasonal Pass | \$30.00 | |
| Special Program | Deviated Route | TBCC Group Pass | Contract | |
| Special Program | Deviated Route | Veterans Day | Vets Free | |
| Special Program | NWOTA | 3 Day Visitor Pass | \$25.00 | |
| Special Program | NWOTA | 7 Day Visitor Pass | \$30.00 | |
| Special Program | Marie Mills Token | Token | \$1.50 | |

Child Fare and Discount Fare Criteria

Children 5-11 years of age are charged 1/2 price only when accompanied by Full Fare Guardian. If unaccompanied, they are required to pay Full Fare.

% Children 5-11 years of age are charged 1/2 price fare. The 1st child under 5 years of age may ride free. All additional children are 1/2 price.

Passengers who have a long or short term disability, 60 years of age or older, or student less than 18 years of age are eligible for Discount Fare.

TCTD Employees, Board Members and State of Oregon Transit Employees

TCTD employees, spouses and dependents are eligible to ride free with District authorized identification.

Current TCTD Board Members, spouses and dependents are eligible to ride free with District authorized identification. TCTD Board Members who have served at least one (1) year are eligible to ride for free. Board Members removed from office by recall or convicted of a crime related to their service on the Board are not eligible for this benefit. This benefit extends for the lifetime of the Board Member. The District will maintain a roster of all living former Board Members.

Employees of public transit agencies in the State of Oregon are eligible to ride free with valid identification.

Current TCTD Volunteers, spouses and dependents are eligible to ride free with District authorized identification.

Special Program

Group Pass Programs will be negotiated on a case-by-case basis with public or private entities.

1. Veterans may ride all deviated fixed routes free of charge on Veterans Day.
2. Marie Mills Center Inc. may purchase tokens at \$1.25 each.

Amended by TCTD Board Resolution 14-26 on November 20, 2014

Amended by TCTD Board Resolution 19-14 on June 20, 2019

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

**Authorizing the General Manager)
to Execute and ODOT Special)
Transportation Fund Grant)
Agreement No. 33502)**

RESOLUTION NO. 19-15

WHEREAS, the ODOT Rail and Public Division Director is authorized to make grants for public transportation projects; and

WHEREAS, ODOT allocated funding to the Tillamook County Transportation District as part of the Elderly and Disabled Special Transportation Fund program; and

WHEREAS, the District Board of Directors adopted the TCTD Coordinated Human Services Public Transportation Plan on November 17, 2017 to ensure Section 5310 funding will benefit senior citizens and people with disabilities; and

WHEREAS, the District's Special Transportation Advisory Fund Committee conducted a project application process and met on January 25, 2019 to prioritize recommended projects to be funded; and

WHEREAS, the Tillamook County Transportation District wishes to accept the ODOT grant to support special transportation services benefitting seniors and individuals and disabilities for the 2019-2021 biennium.

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

the General Manager is authorized to execute and file ODOT Grant Agreement No. 33502 in the amount of \$135,400 on behalf of the Tillamook County Transportation District to aid in the financing of District operations during the fiscal year July 1, 2019 through June 30, 2021

INTRODUCED AND ADOPTED this 20th day of June 2019.

EFFECTIVE date of July 1, 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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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." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated, available funds under this Agreement shall be disbursed in accordance with ORS 391 and OAR 732. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. 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: Insurance Requirements

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: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Funds.** State shall provide Recipient funds in an amount not to exceed **\$135,400.00**. Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010.
4. **Project.** Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No 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 sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
 - a. State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.
 - b. **Conditions Precedent to Disbursement.** State's obligation to disburse 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.
 - 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. All funds previously disbursed have been used in accordance with OAR Chapter 732.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.
- c. **Recovery of 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 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 any 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 by any state or federal agency 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 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 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 funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, 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, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as 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.

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- b. **Subagreement indemnity; insurance.**
- c. ***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 shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement.

- 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.

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, :
 - i. Upon notification to State of its desire to withdraw from eligibility to receive the

- funds and providing to State a reason acceptable to State for the withdrawal; or
- ii. If 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. **Reserved.**
- 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 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. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 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.

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 _____ Arla Miller

Date _____ 05/17/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

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EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

| | | | | |
|--|---------------------|---------------------|---------------|---------------|
| Project Title: STF Tillamook County Transportation District 33502 | | | | |
| <i>Operating</i> | | | | |
| Item #1: Operating | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$135,400.00 | \$135,400.00 | \$0.00 | |
| Sub Total | \$135,400.00 | \$135,400.00 | \$0.00 | |
| Grand Total | \$135,400.00 | \$135,400.00 | \$0.00 | |

• *Operating*

1. PROJECT DESCRIPTION

This Agreement provides financial support for special transportation services benefitting seniors and individuals with disabilities.

2. PROJECT DELIVERABLES

Funding may be used for project types that improve transportation for senior and disabled populations including, but not limited to: maintenance and expansion of existing transportation programs; creation of new programs and services; planning and development for improved access to transportation; capital purchases; and as matching funds for state and federal programs also providing transportation and services to seniors and individuals with disabilities.

Recipient may distribute STF funds to eligible subrecipients and projects as confirmed by the State. Additional projects or sub recipients require an amended application that is confirmed by the State. Additional funds require an amended Agreement.

3. PROJECT ACCOUNTING

Recipient retains authority over costs and allocations of STF dollars within the guidelines established by Oregon Revised Statutes (ORS) 391.800 through 391.830 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient will receive and disburse STF moneys from a separate governmental fund. Any interest accrued from the account must be added to the moneys and reported to State.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

| | | | |
|---|---|--|---|
| State Program ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 | State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871 | | Total State Funding \$135,400.00 |
|---|---|--|---|

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

EXHIBIT C

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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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.

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

**Authorizing the General Manager)
to Execute an ODOT Section 5310)
Grant Agreement No. 33600)**

RESOLUTION NO. 19-16

WHEREAS, the Tillamook County Transportation District ("District") has received a \$113,236 grant from the Oregon Department of Transportation ("ODOT") under Section 5310 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 33600; and

WHEREAS, the District Board of Directors adopted the TCTD Coordinated Human Services Public Transportation Plan on November 17, 2017 to ensure Section 5310 funding will benefit senior citizens and people with disabilities; and

WHEREAS, the District's Special Transportation Advisory Fund Committee conducted a project application process and met on January 25, 2019 to prioritize recommended projects to be funded; and

WHEREAS, the District applied to ODOT for a Section 5310 grant to purchase a replacement van, vehicle preventive maintenance, and shop equipment; and

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

the General Manager is authorized to execute and file ODOT Grant Agreement No. 33600 in the amount of \$113,236 on behalf of the Tillamook County Transportation District to aid in the financing of District operations during fiscal year July 1, 2019 through June 30, 2021;

INTRODUCED AND ADOPTED this 20th day of June 2019.

EFFECTIVE date of July 1, 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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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, 2019** 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, 2021** (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 **\$126,196.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$113,236.00** 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 shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance 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 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, 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

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.

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

9/6

Tillamook County Transportation District,
by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

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

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____ Arla Miller

Name _____
(printed)

Date _____ 06/06/2019

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

N/A

(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

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EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

| | | | | |
|---|---------------------|---------------------|--------------------|---------------|
| Project Title: 5310 Tillamook County Transportation District 33600 | | | | |
| <i>Vehicle Purchase, Preventive Maintenance, Equipment, Signs and Amenities, Shelters</i> | | | | |
| Item #1: Vans | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$75,001.00 | \$67,298.00 | \$7,703.00 | Local |
| Item #1: Preventative Maintenance | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$45,625.00 | \$40,939.00 | \$4,686.00 | Local |
| Item #1: Shop Equipment | | | | |
| | Total | Grant Amount | Local Match | Match Type(s) |
| | \$2,000.00 | \$1,795.00 | \$205.00 | Local |
| Item #2: Shop Equipment | | | | |
| | \$2,000.00 | \$1,795.00 | \$205.00 | Local |
| Item #3: Shop Equipment | | | | |
| | \$1,570.00 | \$1,409.00 | \$161.00 | Local |
| Sub Total | \$126,196.00 | \$113,236.00 | \$12,960.00 | |
| Grand Total | \$126,196.00 | \$113,236.00 | \$12,960.00 | |

● **1. PROJECT DESCRIPTION**

I. Vehicle Replacement

Purchase 1 (one) transit vehicle as follows: useful life: 4 years and/or 100,000 miles; approximate length: less than 20 feet; estimated number of seats: 3; estimated number of ADA securement stations: 1; fuel type: gasoline.

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

The following vehicle has been approved for replacement in this Agreement:

OPTIS asset V001475; 2014/Dodge/Caravan; 2C7WDGBG9ER319561.

II. Preventive Maintenance

Preventive maintenance provides services for vehicles providing public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

Maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles. Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.

III. Equipment Purchase

Purchase 1 (one) air conditioning repair equipment, 1 (one) brake repair equipment, 1 (one) engine repair diagnostic equipment and software, including extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, hardware, software, and supplies required to put the equipment into service.

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2. PROJECT DELIVERABLES, SCHEDULE and USE

I. Vehicle Replacement

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

Expected order date: September 30, 2019.

Expected 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 and/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) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

II. Preventive Maintenance

All preventive maintenance tasks must be completed prior to the expiration date of this Agreement.

Preventive maintenance expenses include activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies and labor.

Recipient must provide to State a plan for proposed preventive maintenance, unless a plan is already on file with State. Reimbursement requests must match the activities or purchases described in Recipient's plan.

A major component replacement (such as an engine or transmission), or a major rebuild or overhaul that keeps the asset within useful life or extends the useful life may be eligible for reimbursement under this Agreement, pending verification of conformance to Recipient's adopted maintenance plan and requirements detailed in Federal Transit Administration Circular 5010.1E (Award Management Requirements), Chapter IV.

A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds

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must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change and submitted to State within 90 days of the change.

III. Equipment Purchase

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

Expected order date: January 31, 2020.

Expected delivery date: April 30, 2020.

Recipient is required to create and maintain an equipment maintenance plan, created utilizing the original manufacturer equipment maintenance intervals and requirements. Recipient shall provide State a copy of the equipment maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

I. Vehicle Replacement

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 provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

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

II. Preventive Maintenance

Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. 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.

III. Equipment Purchase

Associated costs incurred from the procurement process, delivery charges, and post-delivery inspections are included in the reimbursable expenses associated with this Agreement.

Purchases or charges that are otherwise paid for in other agreements or contracts are excluded. Annual renewals of extended warranties are not eligible as a capital expense after equipment is delivered and accepted by the Recipient.

4. REPORTING and INVOICING REQUIREMENTS

I. Vehicle Replacement

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; 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.

II. Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's submitted preventive maintenance plan for this Agreement. Recipient must maintain and provide supporting documents detailing the total expenses for allowable maintenance activities incurred during the period. Recipient may list costs on a form provided by State, or provide vendor invoices.

III. Equipment Purchase

If equipment purchased under this Agreement is valued at \$5,000 or more (a "capital asset"), Recipient will provide reporting information as prescribed by State on the equipment as long as it remains in use for public transportation service. As a capital expense, all equipment must be in an inventory and reported to State as a capital asset using a unique Recipient identification number.

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of vendor invoices must be provided for all purchases. With the final payment request, Recipient is required to submit a complete inventory of items purchased under this Agreement.

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 |
|------------------------|---|----------------------|------------------------------|
| 49 U.S.C. 5310 | U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174 | 20.513 (5310) | \$113,236.00 |

| |
|--|
| 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**

**Authorizing the General Manager)
to Execute a STF Formula Agreement)
with Marie Mills Center to Provide)
Special Transportation Services)**

RESOLUTION NO. 19-17

WHEREAS, Tillamook County Transportation District (TCTD) is the designated STF Agency for Tillamook County and receives and distributes Special Transportation Fund Program monies; and

WHEREAS, TCTD's STF Advisory Committee reviewed eligible activities listed in the District's "Coordinated Human Services Public Transportation Plan; and

WHEREAS, the STF Advisory Committee convened on January 25, 2019 to review proposed projects and determined the Marie Mills Center special transportation services program an eligible activity in the District's "Coordinated Human Services Public Transportation Plan"; and

WHEREAS, the TCTD Board accepted the STF Advisory Committee's recommendations by Resolution 19-01 on February 21, 2019; and

WHEREAS, it is necessary to execute the attached agreement with the Marie Mills Center regarding the use of Special Transportation Fund monies.

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

that the Tillamook County Transportation District Board of Directors authorizes a total award of \$34,628 to Marie Mills Center for special transportation services for developmentally disabled adults; and

that the Tillamook County Transportation District Board of Directors hereby authorizes the General Manager to execute the STF Formula Agreement with the Marie Mills Center on behalf of the District.

INTRODUCED AND ADOPTED this 20th day of June 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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**MARIE MILLS CENTER
STF FORMULA AGREEMENT**

This Agreement is entered into by and between Marie Mills Center, Inc., (MMCI) an Oregon nonprofit, hereafter Contractor and Tillamook County Transportation District a political subdivision of the State of Oregon, hereafter "TCTD". TCTD and Contractor intend to contract for Special Transportation Formula Funds pursuant to OAR 732-005-0061. The mutual promises of each are given in exchange and as consideration for the promises of the other.

TCTD and Contractor mutually covenant and agree as follows:

1. **STATEMENT OF WORK:** CONTRACTOR agrees to provide certain special transportation services as more particularly described within Exhibit A attached here to and by this reference made a part hereof. CONTRACTOR agrees to comply with the provisions of Agreement No. 33502 between ODOT and TCTD, authorizing TCTD to receive state STF funds as well as the reporting conditions as shown on Exhibit B.
2. **CONSIDERATION:** The price for the services and/or goods provided by CONTRACTOR shall be \$34,628 during the 2019-2021 Biennium. Payment shall be made in eight (8) quarterly installments of \$4,329, upon receipt of, and approval of, the quarterly report and documentation.
3. **CONTRACT TERM:** The term or period of this agreement shall be from July 1, 2019 through June 30, 2021.
4. **CONTRACT DOCUMENTS:** The following documents comprise the contract and are incorporated here in reference in their entirety.
 - a. 2019-2021 Biennium STF Formula Program Application for this project
 - b. The Marie Mills Center Proposal attached as Exhibit A
 - c. The Marie Mills Center Reporting conditions attached as Exhibit B
 - d. Agreement No. 33502 insurance requirements between the State of Oregon, ODOT and TCTD, Exhibit C
5. **SUBCONTRACTS:** CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract unless they have been reviewed and approved by the Special Transportation Fund Advisory Committee and received approval from the TILLAMOOK COUNTY STF AGENCY ADMINISTRATOR.
6. **DUAL PAYMENT:** CONTRACTOR shall not be entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this contract from any other source.
7. **AMENDMENTS:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

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8. TERMINATION:
 - a. The contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice in writing and delivered by certified mail, or in person. Any such termination of this contract shall be without prejudice to any obligation or liabilities of either party already accrued before such termination.
 - b. TCTD may terminate this Agreement upon 10 days' notice to CONTRACTOR and failure of CONTRACTOR to cure within the period provided in the notice if CONTRACTOR fails to comply with any of the terms of this Agreement.
9. ACCESS TO RECORDS: The TCTD, the Secretary of State's Office of the State of Oregon, the Public Transit Division of the Oregon Department of Transportation, or their duly authorized representatives shall have access to the books, documents, papers, and records of the CONTRACTOR, which are related to the performance of this contract for the purpose of making audit, examination, excerpts, and transcripts.
10. STATE WORKERS' COMPENSATION ACT: The CONTRACTOR, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Contractor shall provide proof of compliance with Oregon Workers' Compensation law by providing TCTD with a copy of Notice of Compliance or similar document.
11. LIABILITY; INDEMNIFICATION: The CONTRACTOR shall indemnify, defend, save, and hold harmless the TCTD, the Public Transit Division of the Oregon Department of Transportation, and their respective officers, agents, employees, and members, from 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 CONTRACTOR or any of CONTRACTOR'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 CONTRACTOR from and against all claims.
12. NONDISCRIMINATION: CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations.
13. WAIVER: The failure of the TCTD to enforce any provision of this contract shall not constitute a waiver by the TCTD of that or any other provision.
14. INSURANCE: CONTRACTOR covenants that it has, and will retain throughout the term of this agreement, insurance coverage sufficient to protect project

facilities and equipment and to fund the indemnity of paragraph 11.0 of this agreement and Exhibit C to Grant Agreement No. 33502.

15. ASSIGNMENT: CONTRACTOR shall not assign or transfer its interest in this contract without the express written consent of the TCTD.
16. INTEGRATION: This AGREEMENT supersedes all prior oral or written agreements between CONTRACTOR and TCTD regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provision, covenants, and conditions of this agreement.
17. SAVINGS: Should any clause or section of this AGREEMENT be declared by a court of competent jurisdiction to be void; the remainder of the AGREEMENT shall remain in full force and effect.
18. JURISDICTION; LAW: This AGREEMENT is executed in the State of Oregon, and is subject to Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.
19. LEGAL REPRESENTATION: In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel or now waives that right. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.
20. ATTORNEY FEES: Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
21. NOTICES: Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when actually delivered or three days after the deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.
22. LANGUAGE: The heading of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter references are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
23. MEDIATION; ARBITRATION;
 - a. DISPUTES FIRST MEDIATED, THEN ARBITRATED: All disputes on or related to this contract shall be submitted first to mediation and then, if any dispute remains, to binding arbitration. Mediation and arbitration shall be in Tillamook County, Oregon, unless otherwise agreed.
 - b. PROCEDURE FOR ARBITRATION; COSTS: The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In

addition, the parties agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. The costs and expenses of any mediator or arbitrator shall be shared equally by the parties.

- c. NOTICE OF DEMAND: Notice of demand for mediation or arbitration shall be filed in writing with the other party to this agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claims, dispute or other matter would be barred by the applicable statute of limitation.

24. COUNTERPARTS: This Agreement may be executed in two or more counterparts, 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.

DATED THIS ____ DAY OF _____, 2019.

Contractor:

Ron Rush, Executive Director
Marie Mills Center, Inc.

Federal Tax I.D. No.

DATED this ____ day of _____

Tillamook County Transportation District

STF Administrator
Doug Pilant, General Manager
Tillamook County Transportation District

DATED this ____ day of _____

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EXHIBIT A

History of Marie Mills Center and Goals

Marie Mills Center has been in existence since 1969 serving developmentally disabled adults within its residential and vocational programs. Marie Mills Center is the lone provider of services to developmentally disabled adults in Tillamook County. Marie Mills Center is a well-known and established non-profit agency. The goals of our agency are simple in scope but are far reaching. Simply put, they are to provide support and opportunities for program participants so that they achieve their highest level of personal independence in a manner that is normalized and integrated within their community.

Narrative Regarding Existing Transportation Services

Marie Mills Center transportation services can be classified as either scheduled (for vocational programs) or unscheduled for (for residential programs). Within its vocational program, Marie Mills Center, on a daily basis, transports individuals to and from various work sites, banking, shopping, medical needs, and social or recreational activities throughout Tillamook County. Quite literally, during summer months with the various work schedules, the Marie Mills Center vocational program will transport individuals up to seven (07) days per week with transportation encompassing up to twenty (20) hours in a given day.

What We Hope to Accomplish with STF Funding

Marie Mills Center Transportation Services are vital to services offered by our program. As with most transportation services, ours (even with STF support) operates at a deficit. Fortunately, program surpluses in other agency programs help cover this deficit. STF assistance is vital in enabling our program to meet the many transportation needs of our program participants. STF funding assists in many areas of transportation such as maintenance, fuel costs, and transportation personnel. STF funding enables our program to avoid further internal subsidies of our transportation program, which means funds are better spent on client services and program needs.

Goals for 2019 to 2021

1. Utilize approved STF Discretionary funding to enhance transportation for the disabled in MMCI residential and vocational programs as follows:
 - a) Utilize tokens to increase public transit ridership for MMCI Clients
 - b) Utilize Tokens to increase Public transit ridership for eligible CARE clients.
 - c) Utilize grant funds to cover vehicle preventative maintenance expenses
2. Utilize approved STF formula funding to offset Marie Mills Center transportation program operational costs (driver wages etc).
3. Strengthen South Tillamook County Transportation "runs" by increasing that ridership to MMCI for services.

EXHIBIT B

Reporting Conditions in the Agreement between MARIE MILLS CENTER, INC. and TILLAMOOK COUNTY TRANSPORTATION DISTRICT for Special Transportation Formula (STF) Funding will be as follows:

Marie Mills Center will make quarterly progress reports to TCTD, in accordance with Agreement No. 33502 between the State of Oregon, ODOT and TCTD. Reporting periods are July through September, October through December, January through March, and April through June.

Reporting forms will be on the Quarterly Report Form issued by the Oregon Public Transit Division of the Oregon Department of Transportation (RPTD-ODOT) and sent to Tillamook County Transportation District within 30 days of the end of the quarter being reported.

The District and Participant's Quarterly Report will be sent to the Oregon Department of Transportation within 45 days of the end of the quarter being reported.

EXHIBIT C

CERTIFICATION OF INSURANCE

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

**Authorizing the General Manager)
to Execute a STF Formula)
Agreement with CARE, Inc. for)
Discount Bus Pass Program)**

RESOLUTION NO. 19-18

WHEREAS, Tillamook County Transportation District (TCTD) is the designated STF Agency for Tillamook County and receives and distributes Special Transportation Fund Program monies; and

WHEREAS, TCTD's STF Advisory Committee reviewed eligible activities listed in the District's "Coordinated Human Services Public Transportation Plan; and

WHEREAS, the STF Advisory Committee convened on January 25, 2019 to review proposed projects and determined the CARE Inc. Discount Pass Program to be an eligible activity in the District's "Coordinated Human Services Public Transportation Plan"; and

WHEREAS, the TCTD Board accepted the STF Advisory Committee's recommendations and approved by Resolution 19-01 on February 21, 2019; and,

WHEREAS, it is necessary to execute the attached agreement with CARE, Inc. regarding the use of Special Transportation Fund monies; and,

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

that the Tillamook County Transportation District Board of Directors authorizes a total award of \$7,200 to CARE, Inc. for the provision of bus passes to seniors and disabled individuals; and

that the Tillamook County Transportation District Board of Directors hereby authorizes the General Manager to execute the STF Fund Formula Agreement for the CARE, Inc. Discount Bus Pass Program on behalf of the District.

INTRODUCED AND ADOPTED this 20th day of June, 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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**COMMUNITY ACTION RESOURCES ENTERPRISE, INC.
SPECIAL TRANSPORTATION FUND (STF)
FORMULA AGREEMENT**

This Agreement is made and entered into by and between Community Action Resources Enterprise, Inc. ("CARE"), an Oregon non-profit corporation and the Tillamook County Transportation District ("TCTD"), a political subdivision of the State of Oregon, hereinafter collectively referred to as "the Parties." CARE and TCTD intend to contract for Special Transportation Fund (STF) Formula pursuant to OAR 732-005-0061.

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **STATEMENT OF WORK.** CARE will utilize the funds awarded from TCTD to provide bus passes to low income senior citizens and persons with disabilities. Specifically, CARE will provide transit tokens or a transit voucher to clients for their use to purchase a reduced monthly bus pass. CARE anticipates serving 120 clients per year through this award. CARE agrees to comply with all reporting conditions described in Exhibit A, attached hereto and made part of this Agreement.
2. **CONSIDERATION.** TCTD will award to CARE \$7,200 for the purchase of the reduced fare bus passes described above in the statement of work. Use of funds shall be consistent with the above Statement of Work. Payment shall be made in eight (8) quarterly installments of \$900, upon receipt and approval of the quarterly report and documentation.
3. **TERM.** This Agreement is effective from July 1, 2019 through June 30, 2021.
4. **CONTRACT DOCUMENTS.** The following documents are incorporated into and made part of this Agreement:
 - a. 2019/2021 Biennium Application
 - b. Reporting conditions attached as Exhibit A
 - c. Agreement No. 33502 between the State of Oregon, ODOT and TCTD
5. **SUBCONTRACTS.** CARE shall not enter into any subcontracts for the performance of any part of this Agreement without the review and approval of the District's STIF Advisory Committee and approval of the Tillamook County Transportation District General Manager.
6. **DUAL PAYMENT.** CARE shall not be entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this contract from any other source.
7. **AMENDMENTS.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended unless the Parties jointly agree, in writing.
8. **TERMINATION.** The Agreement may be terminated by mutual consent of both Parties, or by either Party upon 30-day notice, in writing, and delivered by certified mail or in person. Any such termination of this Agreement shall be without prejudice

to any obligation or liabilities of either party already accrued before such termination. TCTD may terminate this Agreement, in whole or in part, effective upon delivery of written notice to CARE, or at such later date as may be established by TCTD, under any of the following conditions:

- a. If CARE fails to provide services called for by this Agreement within the time specified herein or any extension granted by TCTD.
 - b. If CARE fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from TCTD fails to correct such failures within ten (10) days or such longer period as TCTD may authorize.
 - c. If any license or certification required by law or regulation to be held by CARE to provide services required by this Agreement is for any reason denied, revoked, or not renewed.
 - d. CARE is in default under any provision of this Agreement.
9. REMEDIES. The rights and remedies of TCTD provided in this Agreement related to defaults by CARE shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
10. ACCESS TO RECORDS. TCTD, the Secretary of State's Office of the State of Oregon, the Public Transit Division of the Oregon Department of Transportation, or their duly authorized representatives shall have access to the books, documents, papers, and records of CARE which are related to the performance of this contract for the purpose of conducting an audit or examination, and obtaining excerpts and transcripts.
11. WORKERS' COMPENSATION. CARE shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. CARE shall provide proof of compliance with Oregon Workers' Compensation law by providing TCTD with a copy of Notice of Compliance or similar document.
12. INDEMNIFICATION. CARE shall indemnify, defend, save, and hold harmless the TCTD, the Public Transit Division of the Oregon Department of Transportation, and their respective officers, agents, employees, and members, from 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 CARE or any of CARE'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 CARE from and against all claims.
13. INSURANCE. CARE covenants that it has, and will retain throughout the term of this Agreement, insurance coverage consistent with the requirements of ODOT Grant Agreement No. 33502.

14. NONDISCRIMINATION. CARE agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
15. WAIVER. The failure of TCTD to enforce any provision of this contract shall not constitute a waiver by TCTD of that or any other provision.
16. ASSIGNMENT. CARE shall not assign or transfer its interest in this Agreement without the express written consent of TCTD.
17. ENTIRE AGREEMENT. This Agreement supersedes all prior oral or written agreements between CARE and TCTD regarding this proposal. It represents the entire agreement between the Parties. Time is of the essence in all terms, provision, covenants, and conditions of this Agreement.
18. SEVERABILITY. Should any clause or section of this Agreement be declared by a court to be void or voidable, the remainder of the Agreement shall remain in full force and effect.
19. JURISDICTION. This Agreement is executed in the State of Oregon, and is subject to Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the Parties.
20. LEGAL REPRESENTATION. In entering into this agreement, each Party has relied solely upon the advice of their own attorney. Each Party has had the opportunity to consult with counsel or now waives that right. Each Party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.
21. NOTICES. The Parties must send any notices, invoices, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below. Any notice required or permitted under this Agreement shall be effective when actually delivered or three days after the date postmarked if sent by United States Mail.

TCTD
Attn: Doug Pilant, General Manager
3600 3rd St, Ste A
Tillamook, OR 97141

CARE, Inc.
Attn: Erin Skaar, Executive Director
2310 First St, Ste 2
Tillamook, OR 97141

22. DISPUTE RESOLUTION. The parties agree to attempt to resolve any disputes relating to this Agreement by taking the following steps:
 - a. In-person meeting between General Manager of TCTD and Executive Director of CARE.
 - b. In-person meeting between two members of TCTD's Board of Directors and CARE's Board of Directors

The Parties may agree to mediate at any stage of the dispute resolution process. The Parties may have legal assistance at any of the meetings in this process.

Each Party represents to the other by their signatures below that each has read, understands, and agrees to all covenants, terms, and conditions of this Agreement; each Party represents to the other to have the actual and/or apparent authority to bind their respective legal persons, corporate or otherwise.

TCTD

CARE, INC.

Doug Pilant, General Manager

Erin Skaar, Executive Director

Date

Date

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Exhibit "A"

Reporting Conditions in the Agreement between CARE, INC. and TILLAMOOK COUNTY TRANSPORTATION DISTRICT for Special Transportation Fund (STF) formula funding will be as follows:

CARE, Inc. will make quarterly progress reports to TCTD, in accordance with Agreement No. 33502 between the State of Oregon, ODOT and TCTD. Reporting periods are July through September, October through December, January through March, and April through June.

Reporting forms will be on the Quarterly Report Form issued by the Oregon Public Transit Division of the Oregon Department of Transportation (RPTD-ODOT), and sent to Tillamook County Transportation District within 30 days of the end of the quarter being reported.

The District and Participant's Quarterly Report will be sent to the Oregon Department of Transportation within 45 days of the end of the quarter being reported.

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

**Authorizing the General Manager)
to Execute a STIF Formula)
Agreement with CARE, Inc. for a)
Low Income Bus Pass Program)**

RESOLUTION NO. 19-19

WHEREAS, Tillamook County Transportation District (TCTD) is the designated Qualified Entity (QE) for Tillamook County and receives and distributes Statewide Transportation Improvement Fund (STIF) formula program monies; and

WHEREAS, the STIF Advisory Committee convened on October 3, 2019 to review proposed projects and determined the CARE Inc. Low Income Bus Pass Program to be an eligible activity in the District's "FY 2019-21 STIF Plan"; and

WHEREAS, the TCTD Board accepted the STF Advisory Committee's recommendations and approved by Resolution 18-24 on October 18, 2018; and,

WHEREAS, it is necessary to execute the attached agreement with CARE, Inc. regarding the use of Statewide Transportation Improvement Fund monies; and,

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

that the Tillamook County Transportation District Board of Directors authorizes a total award of up to \$10,000 to CARE, Inc. for the provision of bus passes to Tillamook County individuals residing in households at or below the federal 200% poverty threshold; and

that the Tillamook County Transportation District Board of Directors hereby authorizes the General Manager to execute the STIF Formula Agreement for the CARE, Inc. Low Income Bus Pass Program on behalf of the District.

INTRODUCED AND ADOPTED this 20th day of June, 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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**COMMUNITY ACTION RESOURCES ENTERPRISE, INC.
STATEWIDE TRANSPORTATION IMPROVEMENT FUND (STIF)
FORMULA AGREEMENT**

This Agreement is made and entered into by and between Community Action Resources Enterprise, Inc. ("CARE"), an Oregon non-profit corporation and the Tillamook County Transportation District ("TCTD"), a political subdivision of the State of Oregon, hereinafter collectively referred to as "the Parties." CARE and TCTD intend to contract for Statewide Transportation Improvement Fund (STIF) Formula Program pursuant to OAR 732-040-0005.

In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **STATEMENT OF WORK.** CARE will utilize STIF funds to provide bus passes to Tillamook County residents living in households below federal 200% poverty level. Specifically, CARE will provide transit voucher to clients for their use to purchase a monthly bus pass. CARE anticipates serving 120 clients per year through this award. CARE agrees to comply with all reporting conditions described in Exhibit A, attached hereto and made part of this Agreement.
2. **CONSIDERATION.** TCTD will award CARE Inc. up to \$10,000 for the purchase of regular and reduced bus passes described above in the statement of work. Use of funds shall be consistent with the above Statement of Work. Payment shall be made in eight (8) quarterly installments of \$1,250.
3. **TERM.** This Agreement is effective from July 1, 2019 through June 30, 2022.
4. **CONTRACT DOCUMENTS.** The following documents are incorporated into and made part of this Agreement:
 - a. 2019/2021 Biennium Application
 - b. Reporting conditions attached as Exhibit A
5. **SUBCONTRACTS.** CARE shall not enter into any subcontracts for the performance of any part of this Agreement without the review and approval of the District's STIF Advisory Committee and approval of the Tillamook County Transportation District General Manager.
6. **DUAL PAYMENT.** CARE shall not be entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this contract from any other source.
7. **AMENDMENTS.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended unless the Parties jointly agree, in writing.

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8. **TERMINATION.** The Agreement may be terminated by mutual consent of both Parties, or by either Party upon 30-day notice, in writing, and delivered by certified mail or in person. Any such termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued before such termination. TCTD may terminate this Agreement, in whole or in part, effective upon delivery of written notice to CARE, or at such later date as may be established by TCTD, under any of the following conditions:
 - a. If CARE fails to provide services called for by this Agreement within the time specified herein or any extension granted by TCTD.
 - b. If CARE fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from TCTD fails to correct such failures within ten (10) days or such longer period as TCTD may authorize.
 - c. If any license or certification required by law or regulation to be held by CARE to provide services required by this Agreement is for any reason denied, revoked, or not renewed.
 - d. CARE is in default under any provision of this Agreement.
9. **REMEDIES.** The rights and remedies of TCTD provided in this Agreement related to defaults by CARE shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
10. **ACCESS TO RECORDS.** TCTD, the Secretary of State's Office of the State of Oregon, the Public Transit Division of the Oregon Department of Transportation, or their duly authorized representatives shall have access to the books, documents, papers, and records of CARE which are related to the performance of this contract for the purpose of conducting an audit or examination, and obtaining excerpts and transcripts.
11. **WORKERS' COMPENSATION.** CARE shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. CARE shall provide proof of compliance with Oregon Workers' Compensation law by providing TCTD with a copy of Notice of Compliance or similar document.
12. **INDEMNIFICATION.** CARE shall indemnify, defend, save, and hold harmless the TCTD, the Public Transit Division of the Oregon Department of Transportation, and their respective officers, agents, employees, and members, from 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 CARE or any of CARE'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 CARE from and against all claims.

- 13.INSURANCE. CARE covenants that it has, and will retain throughout the term of this Agreement, insurance coverage consistent with the requirements of ODOT.
- 14.NONDISCRIMINATION. CARE agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
- 15.WAIVER. The failure of TCTD to enforce any provision of this contract shall not constitute a waiver by TCTD of that or any other provision.
- 16.ASSIGNMENT. CARE shall not assign or transfer its interest in this Agreement without the express written consent of TCTD.
- 17.ENTIRE AGREEMENT. This Agreement supersedes all prior oral or written agreements between CARE and TCTD regarding this proposal. It represents the entire agreement between the Parties. Time is of the essence in all terms, provision, covenants, and conditions of this Agreement.
- 18.SEVERABILITY. Should any clause or section of this Agreement be declared by a court to be void or voidable, the remainder of the Agreement shall remain in full force and effect.
- 19.JURISDICTION. This Agreement is executed in the State of Oregon, and is subject to Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the Parties.
- 20.LEGAL REPRESENTATION. In entering into this agreement, each Party has relied solely upon the advice of their own attorney. Each Party has had the opportunity to consult with counsel or now waives that right. Each Party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.
- 21.NOTICES. The Parties must send any notices, invoices, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below. Any notice required or permitted under this Agreement shall be effective when actually delivered or three days after the date postmarked if sent by United States Mail.

TCTD
Attn: Doug Pilant, General Manager
3600 3rd St, Ste A
Tillamook, OR 97141

CARE, Inc.
Attn: Erin Skaar, Executive Director
2310 First St, Ste 2
Tillamook, OR 97141

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22. DISPUTE RESOLUTION. The parties agree to attempt to resolve any disputes relating to this Agreement by taking the following steps:

- a. In-person meeting between General Manager of TCTD and Executive Director of CARE.
- b. In-person meeting between two members of TCTD's Board of Directors and CARE's Board of Directors

The Parties may agree to mediate at any stage of the dispute resolution process. The Parties may have legal assistance at any of the meetings in this process.

Each Party represents to the other by their signatures below that each has read, understands, and agrees to all covenants, terms, and conditions of this Agreement; each Party represents to the other to have the actual and/or apparent authority to bind their respective legal persons, corporate or otherwise.

TCTD

CARE, INC.

Doug Pilant, General Manager

Erin Skaar, Executive Director

Date

Date

Exhibit "A"

Reporting Conditions in the Agreement between CARE, INC. and TILLAMOOK COUNTY TRANSPORTATION DISTRICT for Statewide Transportation Improvement Fund (STIF) formula funding will be as follows:

CARE, Inc. will distribute vouchers individuals to purchase regular or discount bus passes to Tillamook County residents who CARE Inc. has determined is a member of low-income households below the 200% federal poverty guidelines. TCTD conducted a low-income household analysis and concluded that 40% of all Tillamook County households meet the 200% federal poverty threshold. This study also concluded that 48% of households in south Tillamook County are below the 200% poverty level while most households meeting the poverty guideline are within the greater Tillamook area.

Reporting forms will be on the Quarterly Report Form issued by the Oregon Public Transit Division of the Oregon Department of Transportation (RPTD-ODOT).

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

Issue

Shall the Board authorize the General Manager to purchase three (3) Category C medium sized medium-duty Chevrolet Arboc buses from Creative Bus Sales?

Background and Findings

1. The ODOT Rail and Public Transit Division (RPTD) awarded TCTD a Section 5311 and a Section 5339 Capital Grant to purchase three (3) Category C medium sized medium-duty buses to be used for the District's deviated fixed route services.
2. Oregon's transit agencies who are awarded capital grant funds through the Rail Public Transit Division (RPTD) are encouraged to purchase transit vehicles through the Oregon Department of Administrative Services (DAS) State Price Agreement.
3. The District conducted RPTD's request for quotation (RFQ) process requesting quotes from Creative Bus Sales, Schetky NW Sales, and New Flyer Bus Sales for vehicles they listed on the State Price Agreement.
4. The District received two quotes from Shetky NW and Creative Bus Sales. Shetky NW provided a quote for a Champion Transport on a Ford chassis while Creative Bus Sales provided a quote for an Arboc Spirit of Mobility on a Chevrolet chassis. New Flyer Bus Sales did not submit a proposal.
5. Staff conducted an analysis of the proposals and determined purchasing the Arboc Spirit of Mobility to be in the best interest of the District. The analysis has been included as Attachment A.
6. A summary of the bid costs received are listed in the table below:

| | Creative (Arboc) | Shetky NW (Champion) | New Flyer Bus Sales |
|--------------------------|------------------|----------------------|---------------------|
| Vehicle Base Price | \$115,392 | \$93,119 | |
| Required Specifications | 5,264 | 24,297 | |
| Preferred Specifications | 24,225 | 29,805 | |
| Total Price | \$144,881 | \$147,221 | |

Recommendation

Staff recommends the Board adopt Resolution #19-21 authorizing the General Manager to purchase three (3) Category C Arboc medium size medium-duty deviated fixed route buses from Creative Bus Sales for \$434,663.

Tillamook County Transit District – Cat C Buses

June 3, 2019

Background

Tillamook County Transportation District has received Capital 5311 grant funds from ODOT, Grant # 32855 and 32842 to purchase 3 Cat C, low floor cutaway buses. The grants became effective on July 1, 2018 and expires on June 30, 2020.

Grant 32855

Purchase 2 transit vehicles 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: gasoline

The new vehicles will replace the following Tillamook vehicles:

*OPTIS V001486; 2014 Ford Champion LF; 1FDFE4FS1EDA48310
OPTIS V001487; 2014 Ford Champion LF; 1FDFE4FS1EDA48311*

Funds Allocated:

| | |
|--------------|------------|
| Total | \$ 310,000 |
| Grant Amount | \$ 278,163 |
| Local Match | \$ 31,837 |

Grant 32824

Purchase 1 transit vehicles 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: gasoline

Funds Allocated:

| | |
|--------------|------------|
| Total | \$ 185,000 |
| Grant Amount | \$ 157,250 |
| Local Match | \$ 27,750 |

| | |
|-----------------------------|-----------|
| TOTAL GRANT AMOUNT | \$495,000 |
| TOTAL Grant funds from ODOT | \$435,413 |
| TOTAL Local Match | \$59,587 |

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Bid process

Tillamook County Transit District chose to use the current State Price Agreement to purchase the buses. Bids specifications were written and approved by ODOT on 5/1/19. Bids were sent on 5/2/19 to 2 State approved vendors in the C Category – Schetky NW and Creative Bus Sales. Bids were due back on 5/31/19.

Two bid responses were received on 5/31/19 in the time specified. The RFP’s were analyzed and clarifying questions were sent to the vendors on 6/3/19.

Both vendors provided the required bid documents as stated in the RFP.

Bid pricing is as follows:

| Vendor | Required Specs | Extended x 3 buses | Extended Preferred Options (All) | TOTAL with ALL OPTIONS |
|--------------|----------------|--------------------|----------------------------------|------------------------|
| Schetky NW | \$117,416 | \$352,248 | \$121,545 | \$ 473,793.00 |
| Creative Bus | \$120,656 | \$361,968 | \$85,470 | \$ 447,438.00 |

| Preferred Options | Schetky NW | Creative Bus |
|-------------------|------------|--------------|
|-------------------|------------|--------------|

| | | |
|--|---|---|
| Merge Sign | \$925 | \$185 |
| Additional Keys | \$250 | \$575 |
| Driver Seat Upgrade to air | mechanical \$ 2150 | Air \$745 |
| Rear door /windows | \$875 | \$995 |
| Transpec Bumper | \$600 | \$550 |
| Hanover LED signs and voice technology | \$15,552 | \$13,500 |
| Farebox | \$1,300 | \$1,660 |
| Angeltrax Video System | \$6,090 | \$3,845 |
| 6 standard tires | \$1,290 | \$1,405 |
| 4 snow tires | \$1,100 | \$765 |
| Extended warranties | Chassis and body - 5 yr / 250K thru 3 rd party vendor - \$10,710 | Body only thru mfg - 3 yr/150K - \$1070 |
| Shop rate | \$115 /hr | \$110/hr |

| | | |
|-----------------------|----------|----------|
| TOTAL FOR ALL OPTIONS | \$40,515 | \$28,490 |
|-----------------------|----------|----------|

The bus specifications that are different are listed below:

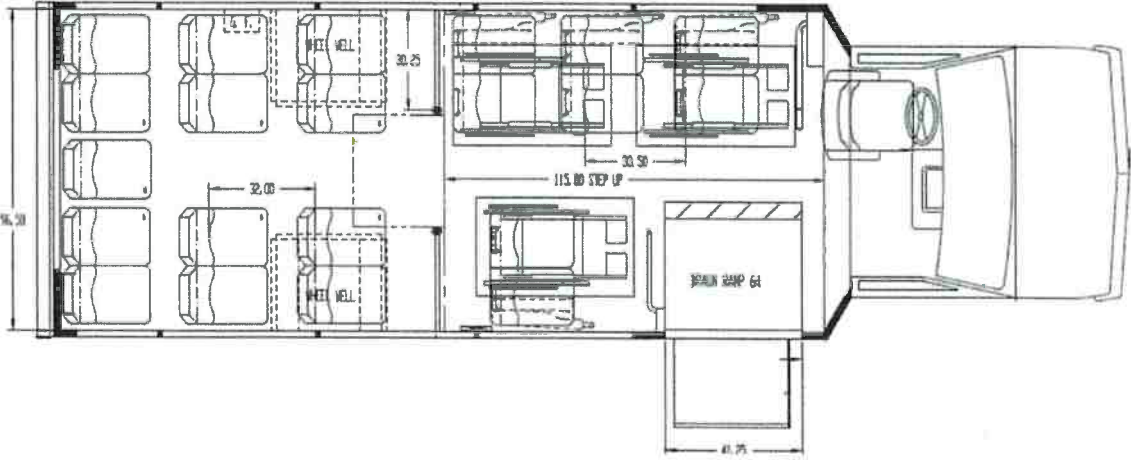
| Spec | Schetky NW | Creative Bus |
|------------|---------------------------|--------------------------------|
| Chassis | Ford E450 | Chevrolet 4500 |
| Engine | 6.8L Gas | 6.0L Gas |
| Body | Champion LF | Arboc LF |
| Alternator | 225A OEM | 220A OEM |
| Air System | Intellisync with kneeling | Valid Air System with kneeling |

Attachment A

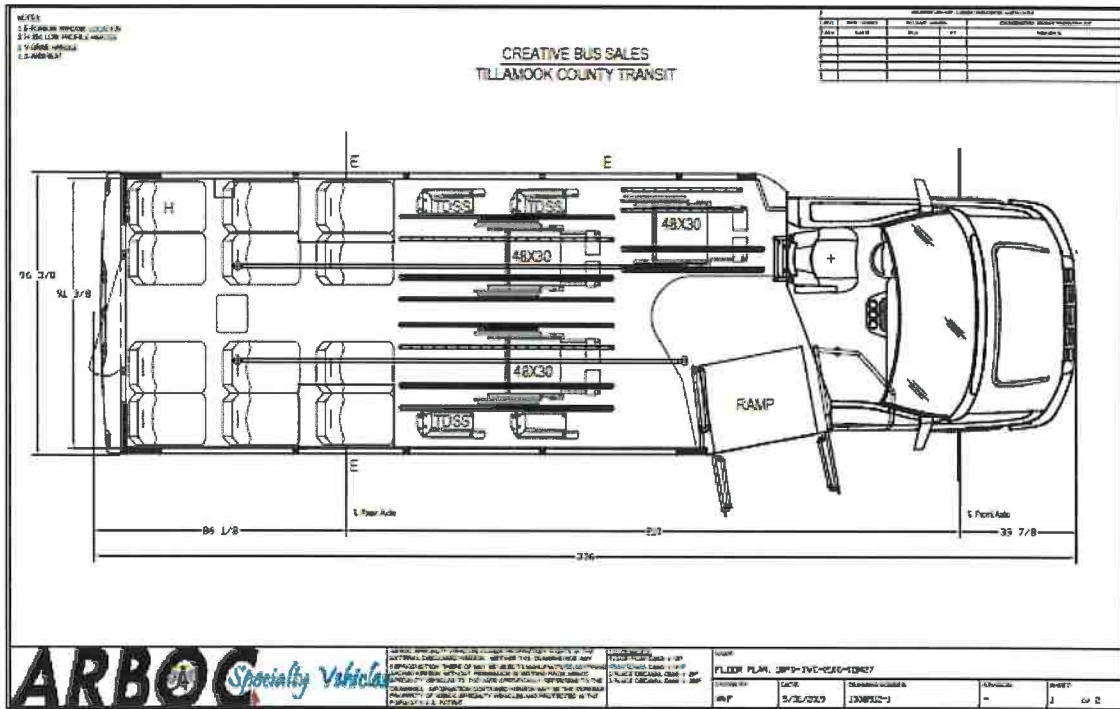
| | | |
|------------------|---|---|
| Flat Floor | With interior fixed ramp into passenger area | Yes - theatre seating |
| Flooring | Gerflor, Gray | Altro, Storm Grey |
| Total # of seats | 21 without rear door* rear door can be added to change capacity to 20 | 20 with rear door * rear door can be removed to increase capacity to 21 |
| Delivery | 12/20/2019 | late Oct 2019 |

Both buses are 96" wide.

Floorplan for Schetky NW is as follows: Three folding seats behind the driver and one behind the ramp Includes middle rear seat for 21 passengers



Creative Bus floorplan: Two folding seats behind the driver and ramp



References were called for both vendors:

Creative Bus -

Joseph @ The Breeze - Bus delivered late in 2018. Was not built correctly and did not work as expected. Bus returned; lots of confusion; Finally in Service in Sept 2018. 1 year late. Not happy. Creative did answer phones and sometimes called back.

Kathy @ Woodburn - Van delivered ok - took van back for warranty 1 week after delivery. Creative was responsive to the fix.

Coos County Area Transit – Sergio - Vehicle was delivered late with no notice from vendor. Vehicle was not specified as Coos wanted. Wanted 2 wc stations, got 1 – vendor says you can get two in the van, but in reality – only one. Service owes him for work done in Coos Bay.

Schetky NW –

Cynthia @ Yamhill County - Buses on time and no problem with service or warranty depts. Happy customer.

Scott @ Wilsonville - No problems with them; have been a vendor for years; typically take buses to them for service. No issues

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Cynda @ Lincoln County – Vehicles are months late and at Schekty now. Should be delivered before 6/30/19.

Andi @ Sandy Transit – Buses are not delivered / late. Expect delivery Sept 2019

Tillamook Fleet / Staff Interviews

Tillamook currently has both Champion and Arboc LF buses in their fleet. The staff was asked their impressions of each bus:

Operations: Drivers overwhelmingly prefer the Arboc. It has better turning radius and L-R visibility is better. They report the bus has a much smoother ride than the champion buses and the passengers prefer the Arboc. The drivers also said the driver compartment in the Arboc is superior and more comfortable than the Champions. The drivers said they prefer the ramp on the Champion because it has a 90 degree angle and thus easier to setup to get people on and off the bus.

Maintenance: They are concerned about the Intellisync kneeling system. The system prevents the Champion buses from being properly aligned. As a result there is a 40 to 50 percent more wear on the champion's steer tires. Maintenance staff also the Champion steer tires are replaced every 25K to 30K miles while the Arboc steer tires are replaced every 50K to 60K. His analysis said the District would save about \$1,500 per bus over 200K miles. He also reported the Arboc has had very little maintenance in comparison to the Champion buses. He also said getting parts from Champion is challenging and often takes weeks. His preference is to purchase the Arboc.

Final Analysis / Recommendation

- Buses are very comparable in fit and finish.
- Both buses meet all required specifications
- Both RFP's were complete and all required forms were submitted on-time.
- With all options chosen (required and Preferred), Creative Bus is low bid and within budget.
- The Driver's and maintenance staff prefers the Arboc over the Champion and have experience with both in the current fleet.
- Schetky had better reference checks for service but current buses on order are late.
- Creative Bus delivery time is 2 months earlier than Schetky's (late Oct vs Dec 20, 2019)

Recommend award to Creative Bus Sales for (3) 2019 Arboc Spirit of Mobility buses.

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

**Authorizing the General Manager)
to Purchase Three Arboc Low Floor)
Buses from Creative Bus Sales)**

RESOLUTION NO. 19-20

WHEREAS, the Tillamook County Transportation District received an ODOT Rail Public Transit Division (RPTD) Section 5311 and Section 5339 capital grant funds for the purchase of three Category C Low Floor transit buses; and

WHEREAS, the District solicited quotes from three (3) retailers for the purchase of three low floor buses based on the price agreement the retailers have with the State of Oregon Department of Administrative Services; and

WHEREAS, based on the quotes provided and District's preferred specifications, the District recommends purchasing three (3) Arboc Spirit of Mobility buses from Creative Bus Sales for \$444,228; and

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

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

that the Board authorizes the General Manager to enter into a contract not to exceed \$434,881 with Creative Bus Sales to purchase three (3) Arboc Spirit of Mobility Category C, medium size medium-duty buses.

INTRODUCED AND ADOPTED this 20th day of June 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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

Issue

Shall the Board authorize the General Manager to purchase two (2) Category B medium sized heavy-duty Freightliner buses from Schetky NW Bus Sales?

Background and Findings

1. The ODOT Rail and Public Transit Division (RPTD) awarded TCTD a Section 5311 Capital Grant to purchase two (2) Category B medium sized heavy-duty buses to be used for the District's intercity services.
2. Oregon's transit agencies using the capital grant funds to purchase buses through the Rail Public Transit Division (RPTD) are encouraged to purchase transit vehicles through the Oregon Department of Administrative Services (DAS) State Price Agreement.
3. The District conducted RPTD's request for quotation (RFQ) process requesting quotes from Creative Bus Sales, Schetky NW Sales, and New Flyer Bus Sales for vehicles they listed on the State Price Agreement.
4. The District received two quotes from Creative Bus and Schetky NW. Creative provided a quote for a Champion Defender on a Freightliner chassis while Schetky NW provided a quote for a Glaval Legacy on a Ford chassis. New Flyer Bus Sales did not submit a proposal.
5. Staff conducted an analysis of the proposals and determined purchasing the Freightliner Champion buses to be in the best interest of the District. The analysis has been included as Attachment A.
6. A summary of the bids received are listed in the table below:

| | Creative (Glaval) | Schetky NW (Freightliner) | New Flyer Bus Sales |
|--------------------------|----------------------|------------------------------|------------------------|
| Vehicle Base Price | \$115,636 | \$106,623 | |
| Required Specifications | 37,459 | 36,523 | |
| Preferred Specifications | 24,695 | 29,525 | |
| Total Price | \$177,790 | \$172,671 | |

Recommendation

Staff recommends the Board adopt Resolution #19-21 authorizing the General Manager to purchase two (2) Category B Freightliner medium size heavy-duty intercity buses from Schetky NW Bus Sales for \$345,342.

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Tillamook County Transit District – Cat B Buses

June 12, 2019

Background

Tillamook County Transit District has received Capital 5311 grant funds from ODOT, Grant # 32855 to purchase 2 Cat B, high floor, heavy-duty, mid-size buses. The grant became effective on July 1, 2018 and expires on June 30, 2020.

Grant 32855

Purchase 2 transit vehicles as follows: useful life: 10 years and 350,000 miles; approximate length: 30-35 feet; estimated number of seats: 25-35; estimated number of ADA securement stations: 2; fuel type: diesel.

The new vehicles will replace the following Tillamook vehicles:

*OPTIS V000952; 2010 Ford Glaval; 3FRNF6FC9AV235209
OPTIS V001033; 2010 Ford Glaval; 3FRNF6FC8AV275927*

Funds Allocated:

| | |
|--------------|------------|
| Total | \$ 370,000 |
| Grant Amount | \$ 332,001 |
| Local Match | \$ 37,999 |

Bid process

Tillamook County Transit District chose to use the current State Price Agreement to purchase the buses Bids specifications were written and approved by ODOT on 5/1/19. Bids were sent on 5/2/19 to 2 State approved vendors in the B Category – Schetky NW and Creative Bus Sales. Bids were due back on 5/15/19. An extension was granted to 5/31/19 for clarification/approved equal process.

Two bid responses were received on 5/31/19 in the time specified. Bid pricing is as follows:

| Vendor | Required Specs | Extended x 2 buses | Extended Preferred Options chosen below | TOTAL with ALL OPTIONS |
|------------------------|----------------|--------------------|---|------------------------|
| Schetky NW – 30 pass | \$143,146 | \$286,292 | \$59,050 | \$345,342 |
| Creative Bus – 28 pass | \$153,095 | \$306,190 | \$49,390 | \$355,580 |

| Preferred Options | Schetky NW | Creative Bus |
|--|------------|--------------|
| Merge Sign | \$925 | \$185 |
| Additional Keys | \$250 | 200 |
| Bike Rack | \$1620 | \$3340 |
| Angeltrax cameras | \$6550 | \$4700 |
| Farebox | \$1300 | \$2300 |
| Hanover LED signs and voice technology | \$15,552 | \$11,500 |

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Attachment A

| | | |
|-------------------------------------|-----------------|-----------------|
| USB Ports | \$1050 | \$1050 |
| (2) ICS Seats installed | \$2188 | \$1170 |
| Interior ad Racks | \$90 | \$250 |
| Shop rate | \$115 /hr | \$110/hr |
| TOTAL FOR ALL OPTIONS chosen | \$29,525 | \$24,695 |

Both bids exceed the grant amount with all options chosen. Tillamook narrowed down the options to fit in their budget.

Both bus bodies are offered on the Freightliner S2C chassis. Items in **bold** in different:

| Spec | Schekty NW | Creative Bus |
|-----------------------|---|---|
| Chassis | Freightliner S2C | Freightliner S2C |
| Engine | Cummins ISB 6.7L 240hp | Cummins ISB 6.7L 240hp |
| Body | Champion Defender | Glaval Legacy |
| Overall Length of bus | 38' | 36' |
| Alternator | HD 320 amp | 270 AMP |
| Suspension System | OEM 23,000# airliner dual air | Liquid Springs |
| OEM Chassis warranty | 3 yr/50K base vehicle 5 yr/ 100K engine 3 yr/ 36K Transmission 1 yr/unlimited towing | 3 yr/50K base vehicle 5 yr/ 100K engine 3 yr/ 36K Transmission 1 yr/unlimited towing |
| Flooring | Altro | Altro |
| Total # of seats | 30 | 28 |
| Delivery | 12/2019 | 12/2019 |

Reference checks:

Schekty NW

Mt. Hood Express – Theresa Christopherson - Original Defender buses purchased thru Western. New buses are still on order thru Schetky and not delivered yet. Buses are late due to factory issues. Defenders are holding up well in the Mt. Hood area. Has/will purchase(d) them again.

Kayak – Robert Johnson – Purchased M2 FTL's with Defender bodies from Western Bus in 2015. Buses have held up well. Have only used Schetky as vendor for past year. First buses arrived without heated mirrors – still waiting for solution from Schetky.

John @ Salem Transit – Service reference only –does not have Defender in fleet.

Cutaway buses delivered late due to factory paint issues. Very responsive to warranty issues. No problem with service/warranty shops.

Creative Bus Sales

Coos County Area Transit – Sergio – Service reference only – does not have Glaval buses in fleet.

Transit vehicle was delivered late with no notice from vendor. Vehicle was not specified as Coos wanted. Wanted 2 wc stations, got 1 – vendor says you can get two in the van, but in reality – only one. service owes him for work done in Coos Bay.

Woodburn Transit – Kathy – Van delivered ok – took van back for warranty 1 week after delivery. Creative was responsive to fix.

Sweet Home Shuttle – Ken – Has two buses on order from Schetky. Received vans on time from Creative last year. Has not used their service/warranty.

Tillamook Fleet / Staff Interviews

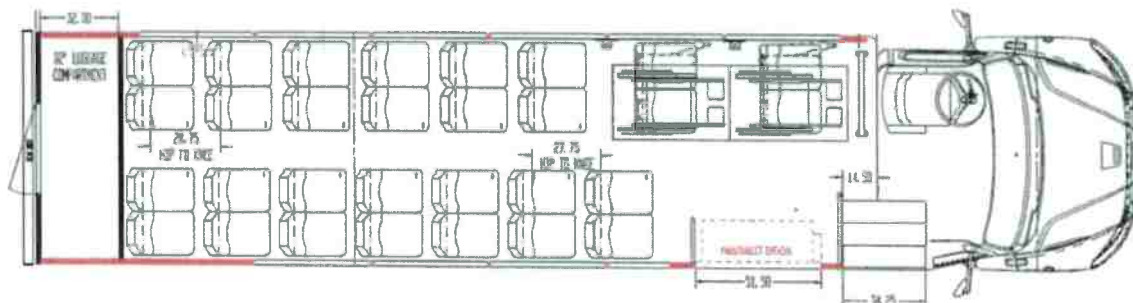
Tillamook currently has both Champion Defenders and Glaval Legacy buses in their fleet. The staff was asked their impressions of each bus:

The maintenance person reports fewer emission system issues with the Glaval buses than with the Freightliner buses. However, the Glaval's in the fleet are much older and the newer emission systems could become as problematic as the Freightliners.

The operations people vastly appreciate the Freightliner Champions because they are more comfortable in the driver cabin and these buses have superior visibility for both the drivers and passengers. They report the passengers also prefer the Champion buses.

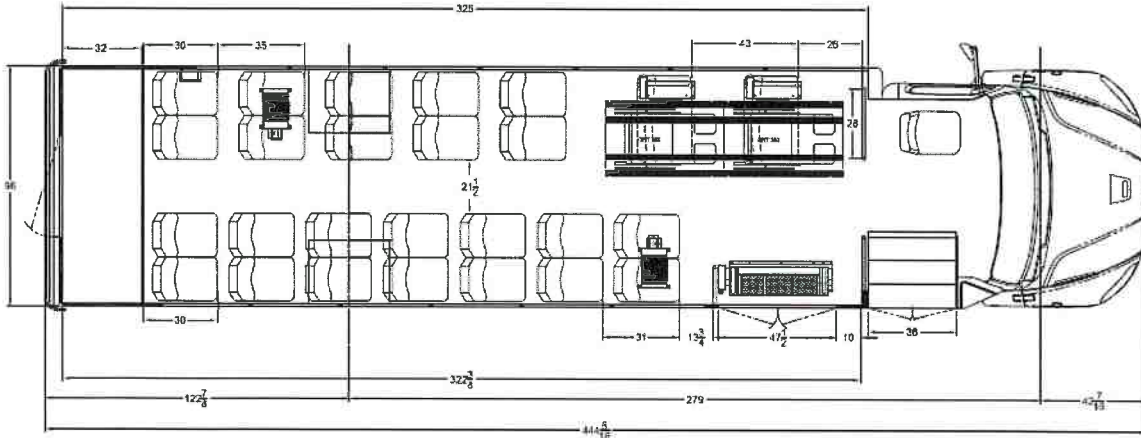
Floorplans –

Schetky with Champion Defender 26 fixed seat – 2 double folds – 30 pass total



Attachment A

Creative with Glaval Legacy 24 fixed seats – 2 double folds – 28 pass total



Final Analysis / Recommendation:

- Buses are very comparable in fit and finish.
- Both buses meet all required specifications
- Both buses offer the same chassis (Freightliner S2C)
- Creative offered the Liquid Springs suspension
- Schetky offered the OEM Air Ride suspension
- Both RFP's were complete, and all required form were submitted on-time.
- With all chosen options (required and Preferred), Schetky NW is low bid and within budget.
- The Driver's and maintenance staff prefers the Champion over the Glaval and have experience with both in the current fleet.
- The Schetky (Champion) bus has more passenger capacity (30 vs 28)

Recommendation: Purchase buses from Schetky NW with larger capacity, lower price and good references. The bus is below budget leaving money for graphics and two way radio.

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

**Authorizing the General Manager)
to Purchase Two Champion Buses)
from Schetky NW Bus Sales)**

RESOLUTION NO. 19-21

WHEREAS, the Tillamook County Transportation District received an ODOT Rail Public Transit Division (RPTD) Section 5311 capital grant funds for the purchase of two Category B intercity transit buses; and

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

WHEREAS, based on the quotes provided and District's preferred specifications, the District recommends purchasing two (2) Freightliner Champion Defender buses from Schetky NW Bus Sales for \$345,342; and

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

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

that the Board authorizes the General Manager to enter into a contract not to exceed \$345,342 with Schetky NW Bus Sales to purchase two (2) Freightliner Champion Defender Category B, medium size heavy-duty buses.

INTRODUCED AND ADOPTED this 20th day of June 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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

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

RESOLUTION NO. 19-22

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

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

WHEREAS, TCTD and CTGR wish to enter into a MOU regarding the public transit needs of the parties and the funding strategy for the provision commuter transit services along the Route 70X: Grand Ronde Express, serving Highway 22 between Grand Ronde and Salem.

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2022, by which TCTD will provide transit services and CTGR will provide up to \$334,560 for the Route 70X: Grand Ronde Express services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 20th day of June 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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Purchased Transportation Agreement

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

regarding the
Grand Ronde Express

| | |
|---|-----------|
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1. Introduction

The Tillamook County Transportation District (hereafter “TCTD”) and the Confederated Tribes of Grand Ronde (hereafter “CTGR”), through the leadership of the Tribal Council are entering into a purchased transportation agreement. The transit project will provide additional public transit services to CTGR members and the general public in Marion County, Polk County, Yamhill County and others traveling through Grand Ronde. (TCTD and CTGR are collectively referred to as the “Parties.”)

2. Purpose

The purpose of this purchased transportation agreement is to provide Grand Ronde Express service addressing public transit needs between Grand Ronde and Salem and helping link Tillamook, Lincoln, Yamhill, Polk, and Marion counties. Moreover, it will set forth the roles and responsibilities of TCTD as the seller and provider of the specific services and CTGR as the buyer. Hereafter referred to as the “Project,” the parties intend to use the funds to provide public transit services between Yamhill, Marion and, Polk counties by providing express bus route between Grand Ronde and Salem (hereafter the “Services”), a corridor heavily travelled by CTGR members.

3. Responsible Entities

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

4. Term

The term of this agreement will run through June 30, 2021. The term may be extended by mutual agreement of the Parties, which must be executed in writing at least 90 days prior to the expiration of the current term.

5. Rights, Roles, and Responsibilities

A. Tillamook County Transit District (TCTD) - Seller

- 1) TCTD will operate and manage the service or Project as described in detail in Exhibit A and assist CTGR with the coordination with interlining transit routes and providers.
- 2) TCTD will provide the Services (described in greater detail in Exhibit B to this agreement) during the term of this agreement. Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD’s policies and procedures which are ODOT compliant.

- 3) TCTD will provide information required for periodic financial reports on the Services to CTGR at intervals as required by funding agencies.
- 4) TCTD will provide full cost information on the administrative cost, maintenance cost, and operating expenses (including fuel, vehicle maintenance cost, insurance, salaries and wages).
- 5) TCTD will develop periodic operational reports on the Services including quarterly reports on the number of trips provided, number of passengers served, and similar information necessary to show the utility and value of the Project and meet federal requirements.
- 6) TCTD will provide any additional information needed for reports to funding agencies as required by those agencies.
- 7) TCTD will ensure compliance with all applicable federal laws and regulations, and that all federal directives affecting Project implementation are followed. This agreement may be amended by mutual consent to conform with federal, state or local governmental guidelines. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this agreement, such modification will be incorporated only by written amendment signed by all the Parties.
- 8) TCTD will monitor program income, defined as income generated from passengers on the Project route, and agrees that such income shall be used as a source of revenue to reduce the monthly invoices.
- 9) In carrying out the Services, TCTD will act in accordance with the applicable standards described in the certifications and assurances attached as Exhibit D to this agreement. TCTD will comply with applicable federal laws and regulations, including those listed at Exhibit D. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.

B. Confederated Tribes of Grand Ronde (CTGR) - Buyer

- 1) CTRG agrees to pay TCTD up to \$334,560 in return for services as described in Exhibit C and this includes 100% of the cost of service. TCTD will retain fare revenue per Exhibit C.
- 2) CTGR will be invoiced by TCTD monthly for services provided.
- 3) CTGR agrees to obtain all necessary authorization or approvals to provide a location to park-out buses, provide bus stop signage as necessary to accommodate the Services. This may include the use of existing transit facilities and signage.

- 4) The buses employed will have Grand Ronde label and logo added to the bus wrap. CTGR will provide TCTD with the proposed image for mutual review and approval with both entities names shown on the buses. Implementation of this change will occur within 90 to 120 days after the design has been agreed upon.

6. General Terms

A. Termination. This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the Project, it may do so upon 90 days' written notice to the other Party.

B. No Third Party Beneficiaries. TCTD and CTGR are the only parties to this 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 or otherwise, other third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

C. Indemnification.

CTGR shall indemnify TCTD to the extent of TCTD's indemnity of CTGR, which is limited by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, against liability for damage to life or property arising from the CTGR's activities under this Agreement, provided that CTGR shall not be required to indemnify TCTD for any such liability arising out of the wrongful or negligent acts of employees or agents of TCTD.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, TCTD shall indemnify CTGR against liability for damage to life or property arising from TCTD's activities under this Agreement, provided that TCTD shall not be required to indemnify CTGR for any such liability arising out of the wrongful or negligent acts of employees or agents of CTGR.

D. Dispute Resolution: The undersigned representatives of each Party hereby affirm that they have entered into this agreement in good faith. Each Party agrees that it will discharge its obligations under this agreement in good faith. The Parties agree that they will work together and will endeavor to accomplish the purposes and goals of this agreement in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this agreement, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith

to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute. Nothing contained within this agreement shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

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

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

CTGR: Buyer's Agent
c/o Kim Rogers, Planning & Grants Manager
9615 Grand Ronde Road
Grand Ronde, OR 97347
Fax: (503) 879-2263
Email: kim.rogers@grandronde.org

- F. Limitations.** Except as otherwise expressly identified in this agreement, no Party may act on the other's behalf or obligate the other Party in contract, debt or otherwise. The Parties are and shall remain separate entities, and no partnership, joint venture, or agency relationship is created by this agreement.
- G. 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.
- H. 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

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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. Each Party, 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.

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

[CONTINUED ON NEXT PAGE]

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS PURCHASED
TRANSPORTATION AGREEMENT.

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

**CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF
OREGON**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A

PROJECT DESCRIPTION

BUS SERVICE BETWEEN GRAND RONDE AND SALEM:

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

MARKETING:

CTGR will market the bus service, with the goal of increasing awareness and ridership of the bus service. This includes information on the scheduled service on the Tribal website and links to provide connection to other transit services.

CTGR may join with other regional transit agencies in marketing efforts including TCTD as well as Yamhill County Transit Area, Salem Area Mass Transit District, and the Lincoln County Transportation District.

EXHIBIT B
ROUTE 70X: GRAND RONDE EXPRESS
ROUTE SCHEDULE & FARE RATES

ROUTE SCHEDULE

| To Grand Ronde | | | | |
|-------------------------------|----------------------|----------------------------------|-----------------|------------------------------|
| Salem Downtown Transit Center | Edgewater @ Rosemont | Rickreal Fairgrounds Park & Ride | Spirit Mountain | Grand Ronde Community Center |
| 7:00 AM | 7:03 AM | 7:20 AM | 7:50 AM | 7:55 AM |
| 1:30 PM | 1:33 PM | 1:50 PM | 2:20 PM | 2:25 PM |
| 4:15 PM | 4:18 PM | 4:35 PM | 5:05 PM | 5:10 PM |
| 6:20 PM | 6:23 PM | 6:40 PM | 7:10 PM | - |

| To Salem | | | | |
|------------------------------|-----------------|----------------------------------|----------------------|-------------------------------|
| Grand Ronde Community Center | Spirit Mountain | Rickreal Fairgrounds Park & Ride | Edgewater @ Rosemont | Salem Downtown Transit Center |
| 8:15 AM | 8:20 AM | 8:50 AM | 9:02 AM | 9:10 AM |
| 2:30 PM | 2:35 PM | 3:05 PM | 3:17 PM | 3:25 PM |
| 5:15 PM | 5:20 PM | 5:50 PM | 6:02 PM | 6:10 PM |
| - | 7:15 PM | 7:45 PM | 7:57 PM | 8:05 PM |

FARE RATES

| REGULAR FARE | |
|---|--------|
| 1 Zone | \$1.50 |
| 2 Zone | \$3.00 |
| First Child (0-5) | Free |
| Person with valid Grand Ronde Tribal ID or other official documentation showing status as tribal member | Free |
| REDUCED FARE | |
| Additional Child (0-5) | ½ Fare |
| Youth (6-18) | ½ Fare |
| Senior Citizen (60+) | ½ Fare |
| Person with Disability | ½ Fare |

The parties agree that adjustments can be made to the schedule by mutual consent.

Grand Ronde Tribal members of the CTGR may use the Grand Ronde Express service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a Grand Ronde tribal member.

EXHIBIT C

FARES & REVENUE

Grand Ronde to Salem:

Effective July 1, 2019 to June 30, 2021, CTGR will provide up to \$334,560 in payments for these twenty-four (24) months to fund 4,182 revenue service hours. The revenue service hours will consist of weekday (M-F) commuter transit services between Grand Ronde and the Cherrlots Downtown Salem Transit Mall. In total 100% of the cost of service will be provided by CTGR.

TCTD will collect fares consistent with the Route 70X fare rate schedule. TCTD will report fare revenue collected to CTGR in their monthly invoices and credit the fares collected against the balance of the costs.

EXHIBIT D

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

GROUP 01. REQUIRED CERTIFICATIONS AND ASSURANCES FOR EACH APPLICANT.

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

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

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

B. Standard Assurances.

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

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

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

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

C. Intergovernmental Review Assurance.

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

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

D. Nondiscrimination Assurance.

On behalf of your Applicant, you assure that:

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

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any U.S. DOT or FTA funded program or activity (particularly in the level and quality of transportation services and transportation-related benefits on the basis of race, color, national origin, religion, sex, disability, or age:

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

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

E. Suspension and Debarment Certification.

On behalf of your Applicant, you certify that:

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

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

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

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

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

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

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

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

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

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

GROUP 02. LOBBYING.

On behalf of your Applicant, you certify that:

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

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

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

A. Public Transportation on Indian Reservations Program.

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

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

B. "Tribal Transit" Program.

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

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

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

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

**Authorizing the General Manager to)
Amend the Columbia Pacific CCO)
Non-Emergent Medical Transportation)
Services Delegation Agreement)**

RESOLUTION NO. 19-23

WHEREAS, Tillamook County Transportation District (TCTD) entered into a Delegation Agreement to operate a non-emergency medical transportation services brokerage on behalf of Columbia Pacific Coordinated Care Organization (CPCCO); and

WHEREAS, the TCTD and CPCCO negotiated the terms of the Delegation Agreement is scheduled to expire on June 30, 2019; and

WHEREAS, TCTD and CPCCO desire to extend the Delegation Agreement expiration date to December 31, 2019; and

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

the General Manager is authorized to amend the TCTD and CPCCO Delegation Agreement by extending the expiration thru December 31, 2019.

INTRODUCED AND ADOPTED this 20th day of June 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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