

Tillamook County Transportation District  
Board of Directors  
Regular Monthly Meeting



Thursday, May 16, 2019 at 6:30PM  
Transportation Building  
3600 Third Street, Tillamook, Oregon





**BOARD OF DIRECTORS – REGULAR MONTHLY MEETING**  
**Tillamook County Transportation**  
**AGENDA**

Thursday, May 16, 2019 6:30p.m.

Robert J. Kenny Board Hearing Room 3600 Third St., Ste. A, Tillamook, Oregon

**REGULAR MEETING**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements & Changes to Agenda
5. Public & Guest Comments

**PUBLIC HEARING**

6. Public Hearing to receive public comments regarding the proposed Dial-A-Ride fare rate increase

**GENERAL MANAGERS REPORT**

7. Financial Report (Pgs.1-22)
8. Service Performance Report (Pgs. 23-27)
9. Northwest Oregon Transit Alliance (Pgs. 28-36)
10. STIF
11. Planning & Development
12. Grant Funding
13. Facility/Property Management
14. Miscellaneous

**CONSENT**

15. Motion to Approve the Minutes of April 18, 2019 Regular Board Meeting (Pgs. 37-40)
16. Motion to Accept Financial Report: April 2019
17. Motion to Amend TCTD Public Records Policy No. 20 (Pgs. 41-45)

**ACTION ITEMS**

18. 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 (Pgs. 46-58)
19. 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 (Pgs. 59-62)
20. 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 (Pgs. 63-66)
21. Resolution 19-08 In the Matter of Authorizing the GM to Enter into a Landscaping Services Agreement with North Coast Lawns (Pgs. 67-79)
22. Resolution 19-09 In the Matter of Authorizing the GM to Enter into a Personal Services Agreement with Col-Pac (Pgs. 80-85)
23. 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 (Pgs. 86-87)
24. Resolution 19-11 In the Matter of Authorizing the GM to Amend ODOT Section 5311(f) Grant Agreement No. 31972 to support Intercity Services (Pgs. 88-97)
25. 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 (Pgs. 98-116)

Next regularly scheduled meeting to be held Thursday, June 20, 2019

**DISCUSSION ITEMS**

- 26. SDAO Board Assessment
- 27. Staff Comments/Concerns
- 28. Board of Directors Comments/Concerns
- 29. Adjournment

**UPCOMING EVENTS:**

<p><b>Tillamook June Dairy Parade</b> Saturday, June 22, 2019 @ 11am</p>
<p><b>Rockaway Beach 4<sup>th</sup> of July Parade</b> Thursday, July 4, 2019 @ 11:00am</p>
<p><b>City of Manzanita 4<sup>th</sup> of July Parade</b> Thursday, July 4, 2019 @ 1:00pm</p>
<p><b>Cloverdale's Clover Day's Parade</b> Saturday, July 6, 2019</p>
<p><b>Pacific City Dory Days Parade</b> Saturday, July 20, 2019</p>
<p><b>Garibaldi Days Parade</b> Saturday, July 27, 2019 @ 11:00am</p>
<p><b>TILLAMOOK COUNTY FAIR</b> August 7-10, 2019 Theme: Country Nights &amp; Carnival Lights</p>

Tillamook County Transportation District  
 Normal Trial Balance - Unposted Transactions Included In Report  
 From 4/30/2019 Through 4/30/2019

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	172,418.68 ✓	
1006	Payroll Checking	6,758.75 ✓	
1009	NW RIDES ACCOUNT	23,757.06 ✓	
1011	Prop. Mgmt. Checking	66,671.26 ✓	
1020	LGIP - General Account	656,156.40 ✓	
1030	LGIP - Capital Reserve	656,195.11 ✓	
1040	Petty Cash	200.00	
Report Total		1,582,157.26	0.00
Report Difference		1,582,157.26	

~~1,582,157.26~~  
 5-3-19  
 SW  
 5-2-19

**Tillamook County Transportation District**  
 Financial Statement - Unposted Transactions Included In Report  
 From 4/1/2019 Through 4/30/2019

Resources	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
Working Capital	0.00	0.00	0.00	1,432,835.00	(1,432,835.00)	0.00%
Fares	23,244.40	22,083.00	249,538.03	265,000.00	(15,461.97)	94.16%
Contract Revenue	50,364.29	73,916.67	687,161.47	887,000.00	(199,838.53)	77.47%
Property Tax	3,115.15	0.00	911,132.67	900,000.00	11,132.67	101.23%
Past Years Property Tax	1,159.82	3,333.33	17,174.52	40,000.00	(22,825.48)	42.93%
State Timber Revenue	0.00	17,916.67	171,028.50	215,000.00	(43,971.50)	79.54%
Mass Transit State Payroll Tax	21,385.37	7,083.33	63,927.97	85,000.00	(21,072.03)	75.20%
STIF Formula	0.00	0.00	0.00	130,000.00	(130,000.00)	0.00%
Capital Grants	0.00	58,867.67	0.00	706,412.00	(706,412.00)	0.00%
Grants - FTA 5311	44,864.00	30,000.00	348,751.00	360,000.00	(11,249.00)	96.87%
NWOTA Partner Cont. Match	12,000.00	4,000.00	48,000.00	48,000.00	0.00	100.00%
Grants - STF	16,750.00	5,583.33	67,000.00	67,000.00	0.00	100.00%
Grants - 5311 (f)	50,002.00	18,333.33	170,705.00	220,000.00	(49,295.00)	77.59%
Grants - 5310	49,393.00	8,333.33	79,047.00	100,000.00	(20,953.00)	79.04%
Special Bus Operations	0.00	83.33	465.86	1,000.00	(534.14)	46.58%
Miscellaneous Income	3,350.00	83.33	6,932.75	1,000.00	5,932.75	693.27%
Sale of Assets - Income	0.00	833.33	1,000.00	10,000.00	(9,000.00)	10.00%
Interest Income	3,155.36	2,000.00	25,264.56	24,000.00	1,264.56	105.26%
Advertising Income	0.00	83.33	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	1,900.00	1,500.00	18,600.00	18,000.00	600.00	103.33%
Lease Operational Exp Income	599.66	541.67	6,724.15	6,500.00	224.15	103.44%
Transfer From General Fund	0.00	0.00	13,000.00	22,000.00	(9,000.00)	59.09%
Transfer from Capital Reserve	0.00	0.00	75,000.00	0.00	75,000.00	0.00%
Transfer from Veh. Purch. Res.	0.00	0.00	0.00	20,835.00	(20,835.00)	0.00%

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**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 4/1/2019 Through 4/30/2019**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
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%
<b>Total Resources</b>	<u>281,283.05</u>	<u>254,575.65</u>	<u>3,011,301.48</u>	<u>5,611,430.00</u>	<u>(2,600,128.52)</u>	<u>53.66%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	5010	21,074.82	237,957.12	331,050.00	93,092.88	71.87%
Payroll: Dispatch	5020	6,796.16	81,288.75	125,500.00	44,211.25	64.77%
Payroll: Drivers	5030	73,310.63	800,638.06	866,500.00	65,861.94	92.39%
Payroll: Maintenance	5040	2,861.81	32,314.94	65,000.00	32,685.06	49.71%
Payroll: Indirect	5041	0.00	2,438.11	0.00	(2,438.11)	0.00%
Payroll Expense	5050	10,499.35	276,850.60	610,000.00	333,149.40	45.38%
Payroll Healthcare	5051	20,146.80	81,511.49	0.00	(81,511.49)	0.00%
Payroll Retirement	5052	5,459.68	20,030.11	0.00	(20,030.11)	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%
<b>Total Personnel Services</b>	<u>140,149.25</u>	<u>168,379.16</u>	<u>1,560,218.79</u>	<u>2,020,550.00</u>	<u>460,331.21</u>	<u>77.22%</u>
<b>Materials and Services</b>						
Miscellaneous Expense	5060	0.00	1,260.15	0.00	(1,260.15)	0.00%
Professional Services	5100	3,041.15	79,260.23	90,750.00	11,489.77	87.33%
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	1,075.00	9,350.00	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	236.49	2,084.03	3,000.00	915.97	69.46%

**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 4/1/2019 Through 4/30/2019**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
5145 Computer R&M	2,300.00	2,916.67	25,938.78	37,500.00	11,561.22	69.17%
5150 Fees & Licenses	679.87	1,458.33	23,357.17	33,500.00	10,142.83	69.72%
5160 Insurance	0.00	7,541.67	69,491.50	90,500.00	21,008.50	76.78%
5170 Office Expenses	602.06	1,083.33	10,695.60	13,000.00	2,304.40	82.27%
5175 Board Expenses	1,171.40	833.33	6,776.12	10,000.00	3,223.88	67.76%
5180 Operational Expenses	2,568.52	2,541.67	29,000.13	30,500.00	1,499.87	95.08%
5185 Drug & Alcohol Administration	260.00	125.00	1,695.00	1,500.00	(195.00)	113.00%
5190 Marketing	174.00	4,000.00	16,355.10	48,000.00	31,644.90	34.07%
5210 Telephone Expense	1,506.00	1,758.33	15,301.10	21,600.00	6,298.90	70.83%
5220 Travel & Training	4,343.31	2,875.00	27,120.10	34,500.00	7,379.90	78.60%
5240 Vehicle Expense	8,382.24	14,791.66	165,076.36	177,500.00	12,423.64	93.00%
5245 Fuel Expenses	24,579.37	21,666.66	227,265.01	260,000.00	32,734.99	87.40%
5250 Volunteers	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
5260 Postage	100.00	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	7,000.00	8,400.00	1,400.00	83.33%
5285 Transit & Visitor Center Maint	1,228.58	1,250.00	11,143.26	15,000.00	3,856.74	74.28%
5290 General Operating Cont.	0.00	2,916.67	0.00	35,000.00	35,000.00	0.00%
5300 Property Operating Expenses	1,492.87	2,083.33	15,264.94	25,000.00	9,735.06	61.05%
5330 Flex Lease: Fees	0.00	83.33	320.00	1,000.00	680.00	32.00%
5340 Property Maint. & Repair	1,190.36	833.33	14,031.30	10,000.00	(4,031.30)	140.31%
5346 Operations Facility Maint.	304.56	208.33	2,809.91	2,500.00	(309.91)	112.39%
<b>Total Materials and Services</b>	<b>55,935.78</b>	<b>82,218.06</b>	<b>788,532.80</b>	<b>1,016,117.00</b>	<b>227,584.20</b>	<b>77.60%</b>
<b>Special Payments</b>						
5200 STF Payments to Recipients	4,788.00	300.00	19,152.00	19,152.00	0.00	100.00%

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**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 4/1/2019 Through 4/30/2019**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
Total Special Payments	4,788.00	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	3,025.00	1,250.00	7,425.00	15,000.00	7,575.00	49.50%
PUD Loan Expense	602.58	0.00	6,025.27	7,500.00	1,474.73	80.33%
OTIB Debt Service	0.00	0.00	29,590.54	29,591.00	0.46	99.99%
Total Debt Service	3,627.58	5,000.00	93,040.81	97,091.00	4,050.19	95.83%
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	(155.98)	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	5,002.86	3,333.33	13,127.15	45,000.00	31,872.85	29.17%
Other Capital Projects	3,475.00	0.00	3,475.00	0.00	(3,475.00)	0.00%
Total Capital Purchases	8,321.88	77,083.33	29,162.07	930,000.00	900,837.93	3.14%
Total Capital Outlay	11,949.46	82,083.33	122,202.88	1,027,091.00	904,888.12	11.90%

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Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 4/1/2019 Through 4/30/2019**

Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
<del>212,822.49</del>	<del>332,980.55</del>	<del>2,628,954.47</del>	<del>5,611,430.00</del>	<del>2,982,475.53</del>	<del>46.85%</del>
Total Expenses					

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**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**NWR From 4/1/2019 Through 4/30/2019**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
<b>Resources</b>						
NWR Startup	0.00	0.00	206,000.00	206,000.00	0.00	100.00%
NWR Revenue	277,032.43	0.00	2,830,873.73	3,060,000.00	(229,126.27)	92.51%
Miscellaneous Income	0.00	0.00	0.00	5,000.00	(5,000.00)	0.00%
<b>Total Resources</b>	<b>277,032.43</b>	<b>0.00</b>	<b>3,036,873.73</b>	<b>3,271,000.00</b>	<b>(234,126.27)</b>	<b>92.84%</b>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	19,790.74	0.00	187,698.42	379,425.00	191,726.58	49.46%
Payroll: Indirect	0.00	0.00	0.00	10,575.00	10,575.00	0.00%
Payroll Expense	0.00	0.00	44,865.06	30,000.00	(14,865.06)	149.55%
Payroll Healthcare	10,571.53	0.00	31,658.95	0.00	(31,658.95)	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%
<b>Total Personnel Services</b>	<b>30,362.27</b>	<b>0.00</b>	<b>270,024.86</b>	<b>420,000.00</b>	<b>149,975.14</b>	<b>64.29%</b>
<b>Materials and Services</b>						
Professional Services	0.00	0.00	20,843.50	25,000.00	4,156.50	83.37%
Dues & Subscriptions	0.00	0.00	0.00	2,100.00	2,100.00	0.00%
Office Equipment R&R	236.49	0.00	1,888.03	2,400.00	511.97	78.66%
Computer R&M	700.00	0.00	5,600.00	14,700.00	9,100.00	38.09%
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	233.87	0.00	10,705.25	15,000.00	4,294.75	71.36%
Operational Expenses	165.41	0.00	391.56	2,500.00	2,108.44	15.66%
Telephone Expense	1,487.43	0.00	15,888.74	20,000.00	4,111.26	79.44%

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Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 4/1/2019 Through 4/30/2019**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
Travel & Training	5220 157.39	0.00	2,324.60	9,000.00	6,675.40	25.82%
Postage	5260 109.95	0.00	629.85	5,000.00	4,370.15	12.59%
Purchased Transportation	5265 60,615.75	0.00	2,151,699.39	2,375,880.00	224,180.61	90.56%
Member Mileage Reimbursement	5266 7,244.00	0.00	113,042.25	45,000.00	(68,042.25)	251.20%
Volunteer Mileage Reimburse	5267 37,073.50	0.00	305,990.37	80,000.00	(225,990.37)	382.48%
Office Rent	5281 400.00	0.00	3,600.00	4,800.00	1,200.00	75.00%
Property Operating Expenses	5300 77.34	0.00	706.66	900.00	193.34	78.51%
Total Materials and Services	108,501.13	0.00	2,633,310.20	2,615,000.00	(18,310.20)	100.70%
Capital Outlay						
Capital Purchases						
Computer Upgrade	6020 0.00	0.00	15,542.31	20,000.00	4,457.69	77.71%
Ecolane Investment	6022 0.00	0.00	206,000.00	206,000.00	0.00	100.00%
Office Furnishings	6030 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	138,863.40	0.00	3,133,909.72	3,271,000.00	137,090.28	95.81%

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 4/1/2019 Through 4/30/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
13799	4/29/2019	(50.00)	MERRIANNE HOFFMAN	08232018 BOARD MEETING
13857	4/29/2019	(220.00)	TRANSPORT WISDOM, LTD	CDL TESTING
14215	4/29/2019	(52.54)	Dish	DISH
14302	4/1/2019	600.00	24/7 TRUCK AND AUTO SERVICE	bus 303 coolant repair
14303	4/1/2019	96.00	ALL STARR SIGNS	SIGN MOUNTING
14304	4/1/2019	3,339.00	Bullard Law, P.C.	legal- union
14305	4/1/2019	900.00	Care Inc.	Q8 STF
14306	4/1/2019	700.00	City Of Tillamook	LEASE
14307	4/1/2019	103.29	COMCAST	WIFI AND CABLE SALEM
14308	4/1/2019	65.85	CRYSTAL AND SIERRA SPRINGS	water
14309	4/1/2019	226.71	O'REILLY AUTOMOTIVE STORES	inventory
14310	4/1/2019	350.00	DSU PETERBILT & GMC INC	bus 27
14311	4/1/2019	82.10	E & E Auto Body, Inc.	bus 107 light repair
14312	4/1/2019	125.66	CENTURYLINK	TELEPHONE
14313	4/1/2019	231.03	Gillespie Graphics	ride the wave sign logo
14314	4/1/2019	135.00	INNOVA LEGAL ADVISORS	legal-tabatha - ofla frm1a
14315	4/1/2019	200.00	Kiwanis Clubs of Tillamook	advertising
14316	4/1/2019	3,888.00	Marie Mills Center, Inc	Q8 STF
14317	4/1/2019	140.51	McCOY FREIGHTLINER	inventory
14317	4/1/2019	141.49	McCOY FREIGHTLINER	inventory
14317	4/1/2019	(129.99)	McCOY FREIGHTLINER	return water tube
14318	4/1/2019	900.00	NATHAN LEVIN	APRIL RENT
14319	4/1/2019	102.87	Rosenberg Builders Supply	ship inventory
14320	4/1/2019	380.80	Sheldon Oil Distributors	fuel
14321	4/1/2019	41.85	Tillamook PUD	large bus barn
14321	4/1/2019	29.64	Tillamook PUD	small bus barn
14322	4/1/2019	48.00	TILLAMOOK COUNTY SHOPPER, LLC	meeting notice
14322	4/1/2019	48.00	TILLAMOOK COUNTY SHOPPER, LLC	public meeting
14323	4/1/2019	2,840.64	WEST COAST EXHAUST	vehicle repairs inv 1543-1578
14323	4/1/2019	711.09	WEST COAST EXHAUST	vehicle exp 1583-1598
14324	4/3/2019	382.25	ADP, LLC	payroll
14325	4/3/2019	315.00	Burden's Muffler & Towing	tow bus 303
14326	4/3/2019	99.38	CAR CARE SPECIALISTS, INC.	def
14327	4/3/2019	1,754.23	Carquest Auto Parts	vehicle expense
14328	4/3/2019	63.55	COUNTRY MEDIA	advertising
14329	4/3/2019	284.00	FleetPride, Inc.	inventory
14330	4/3/2019	99.78	LES SCHWAB WAREHOUSE CENTER	tires
14331	4/3/2019	100.00	North Coast Lawn	lawn maintenance
14332	4/3/2019	1,139.59	PETROCARD INC.	fuel
14333	4/3/2019	175.00	RJ'S LOCK & KEY LLC	visitor center door repair at transit center
14334	4/3/2019	19,054.53	Sheldon Oil Distributors	fuel
14335	4/3/2019	909.40	CARDMEMBER SERVICE	card charges
14336	4/5/2019	122.88	ALSCO - Portland Linen	matt service
14336	4/5/2019	122.88	ALSCO - Portland Linen	matt service
14337	4/5/2019	505.00	Coast Printing & Stationery	60 x 70 x grand ronde
14338	4/5/2019	95.00	MARGARET MOORE	cdl physical
14339	4/5/2019	1,100.59	Marie Mills Center, Inc	transit center janitorial
14340	4/5/2019	1,039.98	DAVISON AUTO PARTS, INC.	inventory
14340	4/5/2019	68.35	DAVISON AUTO PARTS, INC.	inventory
14340	4/5/2019	62.31	DAVISON AUTO PARTS, INC.	inventory
14341	4/5/2019	6.00	OR DEPT OF MOTOR VEHICLES	BACKGROUND CHECKS
14342	4/5/2019	714.50	OVERHEAD DOOR	SHOP DOOR REPAIR
14343	4/5/2019	7,967.51	Tillamook Motor Co.	BUS 201 REPLACE ENGINE
14344	4/5/2019	274.56	VERIZON	TABLET DATA
14345	4/5/2019	108.00	WEST COAST EXHAUST	van 31 oil change
14345	4/5/2019	144.00	WEST COAST EXHAUST	bus 301 oil change

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 4/1/2019 Through 4/30/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
14345	4/5/2019	72.00	WEST COAST EXHAUST	van 202 pull studs and pm service
14346	4/18/2019	430.30	ADP, LLC	ADP PAYROLL
14347	4/18/2019	107.30	BRENT OLSON	MILEAGE - VEHICLE MAINTENANC
14347	4/18/2019	124.70	BRENT OLSON	MILEAGE - VEHICLE MAINTENANC
14347	4/18/2019	125.86	BRENT OLSON	MILEAGE- BUS MAINTENANCE
14348	4/18/2019	82.50	BRYAN P. FITZSIMMONS, CPA	ADP JOURNAL ENTRY SUPPORT
14349	4/18/2019	31.80	CAR CARE SPECIALISTS, INC.	DEF
14350	4/18/2019	30.74	CHRIS MOTLEY	MILEAGE BLOCK K
14351	4/18/2019	1,296.00	CHRISSEY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
14351	4/18/2019	1,296.00	CHRISSEY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
14352	4/18/2019	850.00	CoastCom, Inc.	TELEPHONE
14353	4/18/2019	1,320.00	COUL CORPORATION	INV/2019/0001/01 TRANSIT ACE
14354	4/18/2019	52.54	Dish	dish
14355	4/18/2019	954.09	Fred Meyer Customer Charges	CARD CHARGES
14356	4/18/2019	2,300.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
14356	4/18/2019	293.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
14357	4/18/2019	937.40	Gillespie Graphics	NWOTA CONNECTOR SIGNS
14357	4/18/2019	4,065.46	Gillespie Graphics	NIKKOLITE NW CONNECTOR BUS
14358	4/18/2019	231.08	MH WELDING	REPAIR GATE
14359	4/18/2019	1,075.00	NELSON NYGAARD	planning
14360	4/18/2019	17.51	Office Depot Credit Plan	OFFICE SUPPLIES
14360	4/18/2019	37.22	Office Depot Credit Plan	PAPER/CLIP BOARDS
14361	4/18/2019	175.71	Pacific Office Automation	TCTD COPIES
14362	4/18/2019	1,317.74	PETROCARD INC.	FUEL
14363	4/18/2019	236.49	Pacific Office Automation	COPIER LEASE
14364	4/18/2019	25.00	SAMARITAN OCCUPATIONAL MED	DRUG SCREEN
14365	4/18/2019	49.95	VANIR BROADBAND, INC.	INTERNET
14366	4/18/2019	36.00	WEST COAST EXHAUST	BUS 303 HOSE REPAIR
14366	4/18/2019	50.40	WEST COAST EXHAUST	VAN 105 REMOVE AND REPLACE T
14366	4/18/2019	93.60	WEST COAST EXHAUST	BUS 203 OIL CHANGE
14366	4/18/2019	115.20	WEST COAST EXHAUST	VAN 104 TRANSMISSION PM
14366	4/18/2019	36.00	WEST COAST EXHAUST	REMOVE BACK STUDS #302
14367	4/30/2019	795.00	ABILA	Abila/ADP support
14368	4/30/2019	100.00	AH TILLAMOOK MEDICAL GROUP	cdl for jim brown
14369	4/30/2019	235.00	BIO-MED TESTING SERVICE, INC.	drug screens
14370	4/30/2019	700.00	City Of Tillamook	lease
14371	4/30/2019	103.21	COMCAST	comcast
14372	4/30/2019	225.00	COURAGEOUS PROMPT RESPONSE	cpr training
14373	4/30/2019	85.38	CRYSTAL AND SIERRA SPRINGS	water
14374	4/30/2019	50.00	Gary A. Hanenkrat	03/21/2019 BOARD MEETING
14374	4/30/2019	50.00	Gary A. Hanenkrat	STIF MEETING 03/27/2019
14375	4/30/2019	900.00	INNOVA LEGAL ADVISORS	TABATHA HR TRAINING
14376	4/30/2019	50.00	JACKIE EDWARDS	BOARD MEETING 03/21/2019
14376	4/30/2019	50.00	JACKIE EDWARDS	STIF MEETING 03/27/2019
14376	4/30/2019	50.00	JACKIE EDWARDS	BOARD MEETING 04/18/2019
14377	4/30/2019	95.00	JEREMY BELLANTE	CDL
14378	4/30/2019	50.00	JIM HUFFMAN	BOARD MEETING 03/21/2019
14378	4/30/2019	50.00	JIM HUFFMAN	BOARD MEETING 04/18/2019
14379	4/30/2019	50.00	JUDY RIGGS	03/21/2019 BOARD MEETING
14379	4/30/2019	50.00	JUDY RIGGS	BOARD MEETING 04/18/2019
14380	4/30/2019	50.00	MARTY HOLM	03/21/2019 BOARD MEETING
14380	4/30/2019	50.00	MARTY HOLM	BOARD MEETING 04182019
14381	4/30/2019	50.00	MELISSA CARLSON-SWANSON	BOARD MEETING 03/21/2019
14381	4/30/2019	50.00	MELISSA CARLSON-SWANSON	STIF MEETING 03/27/2019
14382	4/30/2019	100.00	North Coast Lawn	landscaping
14383	4/30/2019	900.00	NATHAN LEVIN	MAY 2019 RENT
14384	4/30/2019	123.75	Oregon State Police	BACKGROUND CHECKS

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**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 4/1/2019 Through 4/30/2019

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
14385	4/30/2019	86.47	Pacific Office Automation	COPIES
14386	4/30/2019	30.00	Tillamook Chamber of Commerce	MARKETING
14387	4/30/2019	43.41	Tillamook PUD	electric
14387	4/30/2019	30.07	Tillamook PUD	electric
14388	4/30/2019	<u>3,475.00</u>	IconiPro Security & Alarms	surveillance system at transit center
Report Total		<u>79,227.15</u>		

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Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 4/1/2019 Through 4/30/2019

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5507	4/4/2019	DONALD ATTLEBERGER
5508	4/11/2019	HRA VEBA TRUST
5509	4/18/2019	PACIFIC SOURCE
5510	4/18/2019	SPECIAL DISTRICTS INS. SERVICE
5511	4/19/2019	STEPHANIE FOX
5512	4/30/2019	ATU LOCAL #757

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**Tillamook County Transportation District**

Check/Voucher Register  
 1009 - NW RIDES ACCOUNT  
 From 4/1/2019 Through 4/30/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
1042	4/29/2019	(10.00)	THERESA RIEPMA	nwr billing MILEAGE
1136	4/29/2019	(61.00)	SUSAN MABIE	MILEAGE
1136	4/29/2019	(21.50)	SUSAN MABIE	MILEAGE
1185	4/29/2019	(39.50)	JEFFERY BOOTS	CLIENT MILEAGE NWR
1225	4/29/2019	(17.00)	AIMEE CONNORS	client mileage reimb
1292	4/29/2019	(16.50)	LOGAN ROWLAND	client mileage reimb
1313	4/29/2019	(23.50)	SANDRA MANN	client mileage reimb
1332	4/29/2019	(34.00)	TOM HOFF	client mileage reimb
1462	4/29/2019	(10.75)	LAURA RUMMELL	nwr reimbursements
1476	4/29/2019	(35.00)	NINA COLEMAN	nwr reimbursements
1632	4/29/2019	(18.50)	CODY WINNINGHAM	NWR CLIENT MILEAGE
1645	4/29/2019	(108.25)	GAYLE KIRKPATRICK	NWR CLIENT MILEAGE
1648	4/29/2019	(139.50)	IAN OLSON	NWR CLIENT MILEAGE
1663	4/29/2019	(41.50)	KIMBERLY BERNAL	NWR CLIENT MILEAGE
1681	4/29/2019	(35.00)	NINA COLEMAN	NWR CLIENT MILEAGE
1732	4/29/2019	(14.50)	ANGELA WHITING	NWR volunteer mileage
1738	4/29/2019	(12.50)	CODY WINNINGHAM	NWR volunteer mileage
1921	4/1/2019	80.00	CRYSTAL AND SIERRA SPRINGS	water
1922	4/1/2019	13,697.72	TILLAMOOK CNTY TRANS. DIST.	032919 nwr payroll
1922	4/1/2019	7,044.77	TILLAMOOK CNTY TRANS. DIST.	regence
1923	4/3/2019	10,746.68	AAA RIDE ASSIST	nwr
1924	4/3/2019	519.00	COMMUNITY AMBULANCE	nwr
1925	4/3/2019	4,215.60	ELLIOTT'S MEDICAL TRANSPORT	nwr
1926	4/3/2019	1,942.00	JORDAN SCHRADER RAMIS, PC	nwr legal
1927	4/3/2019	13,092.90	JUSTIN SHOWALTER	nwr
1928	4/3/2019	1,663.60	MEDIX AMBULANCE	nwr
1928	4/3/2019	5,369.60	MEDIX AMBULANCE	nwr
1928	4/3/2019	1,524.60	MEDIX AMBULANCE	nwr
1928	4/3/2019	202.00	MEDIX AMBULANCE	telephone after hours
1929	4/3/2019	5,316.10	METRO WEST	nwr
1929	4/3/2019	5,316.10	METRO WEST	nwr
1930	4/3/2019	43,086.67	RYANS TRANSPORTATION SERVICE	nwr
1931	4/3/2019	4,661.00	SUNSET EMPIRE TRANSIT	nwr
1932	4/3/2019	34,150.25	TILLAMOOK CNTY TRANS. DIST.	nwr
1933	4/3/2019	74.77	CARDMEMBER SERVICE	card charges
1934	4/3/2019	16,907.75	WAPATO SHORES	nwr
1935	4/3/2019	4,365.40	WILLAMETTE VALLEY TRANSPORT	nwr
1935	4/3/2019	3,303.00	WILLAMETTE VALLEY TRANSPORT	nwr
1936	4/4/2019	1,794.36	ALFREDO EVANGELISTA	NWR
1937	4/4/2019	2,883.66	ALICE CONLEY	NWR
1938	4/4/2019	702.00	AMBERLY CAMPBELL	NWR
1939	4/4/2019	537.20	CHRISTA HALL	NWR
1940	4/4/2019	2,761.70	JANNA SMITH	NWR
1941	4/4/2019	3,178.69	JOHN REKART JR	NWR
1942	4/4/2019	2,298.12	JOY WINKELHAKE	NWR
1943	4/4/2019	656.16	LEANN CHUINARD	NWR
1944	4/4/2019	3,866.76	SEAN REKART	NWR
1945	4/4/2019	2,856.90	VAL HOLYOAK	NWR
1946	4/4/2019	2,854.24	WILLIAM NERENBERG	NWR
1947	4/5/2019	480.47	TILLAMOOK CNTY TRANS. DIST.	NWR RENT AND UTILITIES
1948	4/10/2019	260.25	COMMUNITY AMBULANCE	NWR
1949	4/10/2019	11,786.79	K & M MEDIVAN	NWR
1949	4/10/2019	9,898.30	K & M MEDIVAN	NWR
1949	4/10/2019	9,517.60	K & M MEDIVAN	NWR
1949	4/10/2019	6,527.59	K & M MEDIVAN	NWR
1949	4/10/2019	11,119.92	K & M MEDIVAN	NWR
1949	4/10/2019	2,187.18	K & M MEDIVAN	NWR

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Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 4/1/2019 Through 4/30/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
1949	4/10/2019	10,122.22	K & M MEDIVAN	NWR
1950	4/10/2019	10,189.60	MEDIX AMBULANCE	NWR
1950	4/10/2019	9,980.40	MEDIX AMBULANCE	NWR
1951	4/10/2019	1,625.00	MTN RETREAT SECURE TRANSPORT	NWR
1952	4/10/2019	890.00	SUNSET EMPIRE TRANSIT	NWR
1953	4/10/2019	21,763.00	WAPATO SHORES	NWR
1953	4/10/2019	16,323.25	WAPATO SHORES	NWR
1954	4/12/2019	4,140.40	COLUMBIA COUNTY RIDER	NWR
1954	4/12/2019	5,033.80	COLUMBIA COUNTY RIDER	NWR
1954	4/12/2019	270.00	COLUMBIA COUNTY RIDER	BUS PASSES
1954	4/12/2019	438.00	COLUMBIA COUNTY RIDER	BUS PASSES
1954	4/12/2019	214.00	COLUMBIA COUNTY RIDER	BUS PASSES
1955	4/12/2019	6,704.60	ELLIOTT'S MEDICAL TRANSPORT	NWR
1956	4/12/2019	1,182.49	HOT SHOT TRANSPROTATION	NWR
1956	4/12/2019	578.33	HOT SHOT TRANSPROTATION	NWR
1957	4/12/2019	12,839.76	K & M MEDIVAN	NWR
1958	4/12/2019	6,693.60	MEDIX AMBULANCE	NWR
1958	4/12/2019	11,521.20	MEDIX AMBULANCE	NWR
1959	4/12/2019	5,281.25	MTN RETREAT SECURE TRANSPORT	NWR
1960	4/12/2019	881.00	SUNSET EMPIRE TRANSIT	NWR
1960	4/12/2019	1,018.00	SUNSET EMPIRE TRANSIT	NWR
1960	4/12/2019	1,106.00	SUNSET EMPIRE TRANSIT	NWR
1960	4/12/2019	1,400.00	SUNSET EMPIRE TRANSIT	BUS PASSES
1960	4/12/2019	1,080.00	SUNSET EMPIRE TRANSIT	BUS PASSES
1960	4/12/2019	1,340.00	SUNSET EMPIRE TRANSIT	BUS PASSES
1961	4/12/2019	19,146.50	WAPATO SHORES	NWR
1962	4/18/2019	1,487.43	CoastCom, Inc.	TELEPHONE
1963	4/18/2019	133.39	Fred Meyer Customer Charges	CARD CHARGES
1964	4/18/2019	700.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
1965	4/18/2019	141.53	Office Depot Credit Plan	NWR OFFICE SUPPLIES
1965	4/18/2019	7.34	Office Depot Credit Plan	COPY HOLDER NWR
1966	4/18/2019	236.49	Pacific Office Automation	COPIER LEASE
1967	4/30/2019	85.00	CRYSTAL AND SIERRA SPRINGS	water
1968	4/30/2019	9,252.62	TILLAMOOK CNTY TRANS. DIST.	payroll 042619
1968	4/30/2019	10,538.12	TILLAMOOK CNTY TRANS. DIST.	nwr payroll 04122019
1969	4/30/2019	14,127.50	WAPATO SHORES	NWR

Report Total

441,280.72

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Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 4/1/2019 Through 4/30/2019

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4193	4/1/2019	2,134.62	Tillamook PUD	electric and loan
4194	4/3/2019	388.00	North Coast Lawn	lawn maintenance
4195	4/3/2019	328.04	TILLAMOOK CITY UTILITIES	water
4196	4/5/2019	413.04	Marie Mills Center, Inc	janitorial office
4197	4/5/2019	158.75	CITY SANITARY SERVICE	GARBAGE
4198	4/18/2019	120.00	CHRISSY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
4198	4/18/2019	120.00	CHRISSY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
4199	4/18/2019	80.69	Fred Meyer Customer Charges	CARD CHARGES
4200	4/30/2019	388.00	North Coast Lawn	landscaping
4201	4/30/2019	<u>1,816.10</u>	Tillamook PUD	ELECTRIC AND LOAN
Report Total		<u>5,947.24</u>		

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UMPQUA BANK: CLOSING DATE 4/25/2019			
Date	Vendor	Description of Transaction	Amount
<b>DOUG PILANT</b>			
4/4/2019	LA MEXICANA	MEAL/MEETING DOUG & PAUL (CITY)	\$ 24.19
4/11/2019	USPS	POSTAGE	\$ 100.00
4/15/2019	ADOBE	ANNUAL USER LICENSE FEE	\$ 179.88
4/17/2019	PARKSIDE DINER	MEAL/MEETING DOUG & KEN/ODOT	\$ 18.75
4/24/2019	AMAZON	TV MOUNT FOR CONFERENCE ROOM	\$ 34.99
			<b>\$ 357.81</b>
<b>CATHY BOND</b>			
04/01/19	TILLAMOOK BOWLING	NWR EMPLOYEE MORALE	\$ 24.00
04/08/19	ADOBE	SOFTWARE	\$ 24.99
04/10/19	CROWN AWARDS	EMPLOYEE OF THE YEAR	\$ 103.29
04/11/19	CROWN AWARDS	EMPLOYEE OF THE YEAR	\$ 6.00
04/19/19	USPS	POSTAGE	\$ 100.00
04/19/19	ENDICIA	POSTAGE	\$ 9.95
04/24/19	BLUE HERON	STAFF MEETING MEALS FOR ADMIN	\$ 42.00
04/24/19	IRON MOUNTAIN	SHREDDING	\$ 63.67
			<b>\$ 373.90</b>
<b>BRENT OLSON</b>			
03/29/19	NPI/RAM MOUNTS	RETURN	\$ (155.98)
04/12/19	APPLEBEES	MEAL BRENT&KATHY-P/U BUS 29	\$ 44.36
04/17/19	JS RESTAURANT	MEAL BRENT&LETTY-P/U BUS 30	\$ 27.97
04/22/19	CUMMINS	SHOP INVENTORY	\$ 42.10
04/23/19	CUMMINS	SHOP INVENTORY	\$ 49.08
04/24/19	MTCPRO	SOFTWARE	\$ 98.00
			<b>\$ 105.53</b>
<b>TABATHA WELCH</b>			
04/11/19	HR ANSWERS	CREDIT FOR HR CLASS	\$ (150.00)
04/01/19	PACIFIC	MEALS/TABATHA & CATHY - ADP	\$ 40.00
04/08/19	SPIRIT	FLIGHT - TRAINING TRAVEL	\$ 196.58
04/08/19	SHRM CONFERENCE	HR CONFERENCE - TABATHA	\$ 1,670.00
04/08/19	EXPEDIA	HOTEL-TRAINING TRAVEL	\$ 296.25
			<b>\$ 2,052.83</b>
<b>CLAYTON NORRBOM</b>			
04/05/19	PANDA EXPRESS	MEALS/CLAYTON,SCOTT,MARGARET,BRET	\$ 42.10
04/08/19	COSTCO	BUS CLEANING SUPPLIES	\$ 93.92
04/19/19	LOVE LOVE	MEALS/CLAYTON & SCOTT - TRAINING	\$ 16.85
			<b>\$ 152.87</b>
		<b>Charges total</b>	<b>\$ 3,042.94</b>
		<b>Grand Total</b>	<b>\$ 3,042.94</b>
<b>APPROVAL</b>		<b>DATE</b>	

April 2019 Statement

Open Date: 03/26/2019 Closing Date: 04/24/2019

Account# 7790

Visa® Company Card with Rewards  
TILLAMOOK CNTY TRANS (CPN 001469460)

Cardmember Service 1-866-552-8855  
BUS 30 ELN 78 15

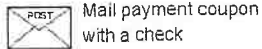
<b>New Balance</b>	<b>\$3,042.94</b>
<b>Minimum Payment Due</b>	<b>\$31.00</b>
<b>Payment Due Date</b>	<b>05/22/2019</b>

<b>Reward Points</b>	
Earned This Statement	3,258
Reward Center Balance as of 04/23/2019	28,780
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$984.17
Payments	-	\$984.17 <sup>CR</sup>
Other Credits	-	\$305.98 <sup>CR</sup>
Purchases	+	\$3,348.92
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$3,042.94</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$31.00</b>
Credit Line		\$10,000.00
Available Credit		\$6,957.06
Days in Billing Period		30



Payment Options:



Mail payment coupon with a check



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



Pay by phone 1-866-552-8855

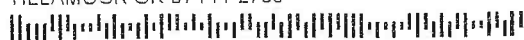
Please detach and send coupon with check payable to: Cardmember Service CPN 001469460

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

- to pay by phone
- to change your address

000007987 01 SP 000638053354514 P Y

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



33042946

Account Number	7790
Payment Due Date	5/22/2019
New Balance	\$3,042.94
Minimum Payment Due	\$31.00

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

Cardmember Service

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



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**Visa Business Rewards Company Card**

<b>Rewards Center Activity as of 04/23/2019</b>	
Rewards Center Activity*	0
Rewards Center Balance	28,780

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

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,829	8,309
Gas, Restaurants & Telecom Double Points	429	2,102
<b>Total Earned</b>	<b>3,258</b>	<b>10,411</b>

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

**Important Messages**

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

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

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
04/04	04/02	7808	LA MEXICANA TILLAMOOK OR	\$24.19	_____
04/11	04/09	5363	USPS POSTAGE ENDICIA.C 800-576-3279 CA	\$100.00	_____
04/15	04/12	8515	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$179.88	_____
04/17	04/16	9129	PARKSIDE DINER GARIBALDI OR	\$18.75	_____
04/24	04/23	8581	AMZN MKTP US*MZ2XP58K1 AMZN.COM/BILL WA	\$34.99	_____
			<b>Total for Account</b>	<b>7808</b>	
				<b>\$357.81</b>	

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
04/01	03/29	0094	TILLAMOOK BOWLING LANE TILLAMOOK OR	\$24.00	_____
04/08	04/05	3767	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$24.99	_____
04/10	04/09	6696	CROWN AWARDS INC 800-227-1557 NY	\$103.29	_____
04/11	04/10	7384	CROWN AWARDS INC 800-227-1557 NY	\$6.00	_____
04/19	04/18	3079	USPS POSTAGE ENDICIA.C 800-576-3279 CA	\$100.00	_____

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
04/19	04/18	6178	ENDICIA FEES 650-321-2640 CA	\$9.95	_____
04/24	04/22	2393	BLUE HERON FRENCH CH TILLAMOOK OR	\$42.00	_____
04/24	04/23	0265	IRON MOUNTAIN 800-934-3453 MA	\$63.67	_____
<b>Total for Account</b>				<b>\$373.90</b>	

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
04/11	04/10	9656	PAYPAL *HR ANSWERS 4029357733 OR MERCHANDISE/SERVICE RETURN	\$150.00	cr _____
<b>Purchases and Other Debits</b>					
04/01	03/29	0068	PACIFIC RESTAURANT TILLAMOOK OR	\$40.00	_____
04/08	04/05	0895	SPIRIT AI4870203107652 MIRAMAR FL WELCH/TABATHA 06/23/19 PORTLAND ORE TO LAS VEGAS LAS VEGAS TO PORTLAND ORE	\$196.58	_____
04/08	04/05	6553	SHRM*ANNUAL700083023 800-2837476 VA	\$1,670.00	_____
04/08	04/05	1295	EXPEDIA 7424864815953 EXPEDIA.COM WA	\$296.25	_____
<b>Total for Account</b>				<b>\$2,052.83</b>	

**Transactions**      OLSON,BRENT      Credit Limit \$3000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Other Credits</b>					
03/29	03/28	6875	NPI/RAM MOUNTS SEATTLE WA MERCHANDISE/SERVICE RETURN	\$155.98	cr _____
<b>Purchases and Other Debits</b>					
04/12	04/10	4616	APPLEBEES LANC52252137 SALEM OR	\$44.36	_____
04/17	04/16	2395	JS RESTAURANT & LOUNGE NEWBERG OR	\$27.97	_____
04/22	04/19	6085	CUMMINS NW PDC PORTLAND OR	\$42.10	_____
04/23	04/22	8926	CUMMINS NW PDC PORTLAND OR	\$49.08	_____
04/24	04/23	7169	FS *www.mtcpro.com 877-3278914 CA	\$98.00	_____
<b>Total for Account</b>				<b>\$105.53</b>	

**Transactions**      NORRBOM,CLAYTON      Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
04/05	04/04	4349	PANDA EXPRESS #1115 HILLSBORO OR	\$42.10	_____

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**Transactions** NORRBOM, CLAYTON

Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
04/08	04/07	9968	COSTCO WHSE #1059 WARRENTON OR	\$93.92	_____
04/19	04/18	2654	LOVE LOVE TERIYAKI II SALEM OR	\$16.85	_____
			<b>Total for Account</b>	<b>\$152.87</b>	

**Transactions** BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Payments and Other Credits</b>					
04/03	04/03	8	PAYMENT THANK YOU	\$74.77CR	_____
04/03	04/03	8	PAYMENT THANK YOU	\$909.40CR	_____
			<b>Total for Account</b>	<b>\$984.17CR</b>	

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	\$3,042.94	\$0.00	YES	\$0.00	14.49%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	26.24%	

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Apr-19 FRED MEYER CARD CHARGES			
Date	Vendor	Description of Transaction	Amount
		<b>DOUG PILANT CARD #1</b>	
			\$ -
		<b>BRENT OLSON CARD #3</b>	
04/05/19	FRED MEYER	TABLET CHARGER	\$ 24.99
			\$ 24.99
		<b>CATHY BOND CARD #4</b>	
03/31/19	FRED MEYER	NWR EMPLOYEE APPRECIATION	\$ 20.76
04/18/19	FRED MEYER	BOARD MEALS W/NWR STAFF	\$ 99.38
04/19/19	FRED MEYER	NWOTA MEETING MEALS	\$ 39.12
04/19/19	FRED MEYER	NWR EMPLOYEE GOING AWAY PARTY	\$ 144.65
			\$ 303.91
		<b>CLAYTON NORRBOM CARD # 6</b>	
		<b>Grand Total</b>	<b>\$ 328.90</b>
<b>APPROVAL</b> 		<b>DATE</b> 5-9-19	

FRED MEYER CARD CHARGES				
Date	Vendor	Description of Transaction	Amount	
		DOUG PILANT CARD #1		
			\$ -	
		BRENT OLSON CARD #3		
		CATHY BOND CARD #4		
03/07/19	FRED MEYER	NWOTA MEETING/MEALS	\$ 44.95	
03/08/19	FRED MEYER	NWOTA MEETING/MEALS	\$ 166.54	
03/17/19	FRED MEYER	EMPLOYEE APPRECIATION MEALS	\$ 196.04	
03/18/19	FRED MEYER	EMPLOYEE APPRECIATION MEALS	\$ 36.80	
03/21/19	FRED MEYER	STAFF MEALS/BOARD MEETING	\$ 121.64	
03/21/19	FRED MEYER	BOARD SUPPLIES/SODAS & WATER	\$ 39.45	
03/27/19	FRED MEYER	STIF MEETING/MEALS	\$ 103.04	\$ 39.45
03/29/19	FRED MEYER	NWR TRAINING MEALS	\$ 133.39	
			\$ 841.85	
		CLAYTON NORRBOM CARD # 6		
		OFFICE SUPPLIES/KITCHEN	\$ 33.29	
03/10/19	FRED MEYER	GROUNDS MAINTENANCE	\$ 80.69	
03/10/19	FRED MEYER	DRIVER TRAINING MATERIALS	\$ 40.25	
03/16/19	FRED MEYER	BUS CLEANING SUPPLIES	\$ 72.89	
03/16/19	FRED MEYER	TRAINING MEALS	\$ 82.17	
03/19/19	FRED MEYER	OFFICE SUPPLIES/KITCHEN	\$ 50.32	
03/25/19	FRED MEYER		\$ 326.32	
		Grand Total	\$ 1,168.17	
APPROVAL		DATE		

# Tillamook County Transportation District

## MONTHLY PERFORMANCE REPORT

April 2019

RIDERSHIP BY SERVICE TYPE	APR 2019	APR 2018	YTD FY 18-19	YTD FY 17-18	YTD % Change
<b><u>Dial-A-Ride Service</u></b>					
Tillamook County	958	939	9,008	8,123	10.9%
NW Rides	784	584	7,136	5,944	20.1%
Volunteer	0	127	50	2,376	-97.9%
<b>Dial-A-Ride Total</b>	<b>1,742</b>	<b>1,650</b>	<b>16,194</b>	<b>16,443</b>	<b>-1.5%</b>
<b><u>Deviated Fixed Route Service</u></b>					
Rt 1: Town Loop	3,620	3,407	36,847	37,033	-0.5%
Rt 2: Netarts/Oceanside	433	662	5,788	7,299	-20.7%
Rt 3: Manzanita/Cannon Beach	2,687	3,151	28,807	30,376	-5.2%
Rt 4: Lincoln City	1,230	1,014	12,226	9,631	26.9%
<b>Local Fixed Rt Total</b>	<b>7,970</b>	<b>8,234</b>	<b>83,668</b>	<b>84,339</b>	<b>-0.8%</b>
<b><u>Inter City Service</u></b>					
Rt 5: Portland	795	792	8,639	8,527	1.3%
Rt 60X: Salem	822	659	8,760	5,511	59.0%
Rt 70X: Grand Ronde	522	668	5,023	2,574	95.1%
<b>Inter City Total</b>	<b>2,139</b>	<b>2,119</b>	<b>22,422</b>	<b>16,612</b>	<b>35.0%</b>
<b><u>Other Services</u></b>					
Tripper Routes	202	234	1,612	2,080	-22.5%
Special Bus Operations	0	37	1,165	788	47.8%
<b>Other Services Total</b>	<b>202</b>	<b>271</b>	<b>2,777</b>	<b>2,868</b>	<b>-3.2%</b>
<b>TOTAL ALL SERVICES</b>	<b>12,053</b>	<b>12,274</b>	<b>125,061</b>	<b>120,262</b>	<b>4.0%</b>

<b>ONE-WAY TRIPS BY USER GROUP</b>					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 18-19	FY 17-18	Change
General (18 years to 60 years of age)	6,046	279	67,283	64,226	4.8%
Senior/Disabled	3,388	1,394	48,830	46,687	4.6%
Child/Youth (less than 18 years of age)	877	70	8,947	9,349	-4.3%
<b>Total</b>	<b>10,311</b>	<b>1,742</b>	<b>125,061</b>	<b>120,262</b>	<b>4.0%</b>
<b>OTHER RIDER CATEGORIES</b>					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 18-19	FY 17-18	Change
Ride Connection	101		701	641	9.4%
Tillamook Bay Community College	299		2,654	2,029	30.8%
NWOTA Visitor Pass	163		1,402	1,005	39.5%
NW Rides		697	5,394	6,186	-12.8%
Helping Hands Shuttle		68	575	745	-22.8%

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## MONTHLY PERFORMANCE

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

Apr-18	1.3	53.3%	70.10
Jan-18	1.4	59.0%	67.79
Feb-19	1.4	58.2%	67.75
Mar-19	1.4	57.0%	67.88
Apr-19	1.4	58.5%	66.42
<b>STANDARD</b>	<b>1.3</b>	<b>65.3%</b>	<b>56.36</b>

### Deviated Fixed Routes

Apr-18	6.1	9.4%	72.21
Jan-18	5.9	8.8%	68.79
Feb-19	5.8	8.8%	68.41
Mar-19	5.7	8.7%	68.35
Apr-19	5.7	8.9%	66.58
<b>STANDARD</b>	<b>7.0</b>	<b>12.4%</b>	<b>64.60</b>

### Intercity Services

Apr-18	2.8	23.4%	79.62
Jan-18	3.1	20.3%	80.03
Feb-19	3.1	20.0%	79.44
Mar-19	3.0	19.9%	79.45
Apr-19	3.0	20.2%	77.28
<b>STANDARD</b>	<b>2.9</b>	<b>31.5%</b>	<b>72.86</b>

### Other Services

Apr-18	5.4	9.2%	60.63
Jan-18	6.1	5.9%	58.49
Feb-19	6.1	6.1%	58.40
Mar-19	6.3	6.2%	58.45
Apr-19	6.4	6.7%	57.08
<b>STANDARD</b>	<b>6.9</b>	<b>10.7%</b>	<b>55.54</b>

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

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

Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde

Other Services: Trippers and Special Bus Operations

Tillamook County Transportation District  
Actual FY 2018/2019

Year-to-Date Statistics and Performance

Router/Run	Thru Apr. 2019			5/7/2019												
	YTD Fare Revenue (\$)	YTD Passngs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngs per Hour	Farebox Ratio	Passngr/ \$ Subsidy	Average Fare (\$)	Revenue/ Service Hour (\$)
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	25,468	9,008	3,507	4,265	53,468	30,703	127,980	7,898	44,276	210,957	60.13	2.6	12.1%	0.05	2.83	7.26
NW Rides	430,106	7,136	8,165	9,917	188,461	108,220	297,999	18,391	112,859	537,470	65.82	0.9	80.0%	0.07	60.27	52.68
Volunteer	62	50	53	58	787	452	2,041	27,248	661	30,402	577.34	0.9	0.2%	0.00	1.24	1.18
<b>Total DAR</b>	<b>455,636</b>	<b>16,194</b>	<b>11,725</b>	<b>14,240</b>	<b>242,715</b>	<b>139,375</b>	<b>428,020</b>	<b>53,538</b>	<b>157,797</b>	<b>778,730</b>	<b>66.42</b>	<b>1.4</b>	<b>58.5%</b>	<b>0.05</b>	<b>28.14</b>	<b>38.86</b>
<u>Deviated Route</u>																
01 Town Loop	25,867	36,847	3,788	4,306	51,667	29,669	138,263	8,533	46,903	223,368	58.96	9.7	11.6%	0.19	0.70	6.83
02 Netarts/Oceanside	5,988	5,788	1,994	2,685	43,953	25,239	72,788	4,492	27,248	129,768	65.07	2.9	4.6%	0.05	1.03	3.00
03 Manzanita	35,490	28,807	5,457	5,980	141,606	81,315	199,161	12,291	77,816	370,582	67.91	5.3	9.6%	0.09	1.23	6.50
04 Lincoln City	20,161	12,226	3,489	4,075	118,059	67,793	127,350	7,860	53,957	256,959	73.64	3.5	7.8%	0.05	1.65	5.78
<b>Total Deviated Route</b>	<b>87,506</b>	<b>83,668</b>	<b>14,729</b>	<b>17,045</b>	<b>355,285</b>	<b>204,015</b>	<b>537,562</b>	<b>33,176</b>	<b>205,924</b>	<b>980,677</b>	<b>66.58</b>	<b>5.7</b>	<b>8.9%</b>	<b>0.09</b>	<b>1.05</b>	<b>5.94</b>
<u>Intercity</u>																
05 Portland	85,602	8,638	2,930	3,174	93,886	53,912	113,544	6,600	44,509	218,566	74.59	2.9	39.2%	0.06	9.91	29.21
60X Salem	22,302	8,760	2,751	3,320	110,869	63,664	106,589	6,196	45,252	221,702	80.60	3.2	10.1%	0.04	2.55	8.11
70X Grand Ronde	7,844	5,023	1,738	2,142	60,462	34,719	67,360	3,916	27,132	133,126	76.58	2.9	5.9%	0.04	1.56	4.51
<b>Total Intercity</b>	<b>115,748</b>	<b>22,421</b>	<b>7,420</b>	<b>8,636</b>	<b>265,218</b>	<b>152,296</b>	<b>287,493</b>	<b>16,712</b>	<b>116,893</b>	<b>573,394</b>	<b>77.28</b>	<b>3.0</b>	<b>20.2%</b>	<b>0.05</b>	<b>5.16</b>	<b>15.60</b>
<u>Other Services</u>																
Trippers	1,093	1,612	193	399	1,859	1,068	7,044	435	2,271	10,817	56.04	8.4	10.1%	0.17	0.68	5.66
Special Bus Operation	552	1,165	240	296	2,927	1,681	8,750	540	2,915	13,886	57.92	4.9	4.0%	0.09	0.47	2.30
Total Other Services	1,645	2,777	433	695	4,786	2,748	15,794	975	5,186	24,703	57.08	6.4	6.7%	0.12	0.59	3.80
<b>Total TCTD Services</b>	<b>660,534</b>	<b>125,060</b>	<b>34,306</b>	<b>40,616</b>	<b>868,004</b>	<b>498,434</b>	<b>1,268,869</b>	<b>104,401</b>	<b>485,799</b>	<b>2,357,504</b>	<b>68.72</b>	<b>3.65</b>	<b>28.0%</b>	<b>0.07</b>	<b>5.28</b>	<b>19.25</b>
Total Mileage, Labor & Direct Cost										1,871,705						
															26.0%	

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**Tillamook County Transportation District**  
**FY17/18 to FY 18/19** **Year-Over-Year Comparison**

Route/Run	Thru Apr 2019			Thru Apr 2019			Thru Apr 2019			Thru Apr 2019			Thru Apr 2019			
	17/18	18/19	Amount Difference	Percent Difference	17/18	18/19	Amount Difference	Percent Difference	17/18	18/19	Amount Difference	Percent Difference	17/18	18/19	Amount Difference	Percent Difference
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	69,865	25,468	-44,397	-63.5%	8,123	9,008	885	10.9%	3,925	3,507	-418	-10.6%	255,855	210,857	-44,998	-17.6%
NW Rides	369,544	430,106	60,562	16.4%	5,944	7,136	1,192	20.1%	7,221	8,165	944	13.1%	530,297	537,470	7,173	1.4%
Volunteer	33,989	62	-33,927	-99.8%	2,376	50	-2,326	-97.9%	1,535	53	-1,482	-96.6%	102,782	30,402	-72,379	-70.4%
Total DAR	473,398	455,636	-17,762	-3.8%	16,443	16,194	-249	-1.5%	12,681	11,725	-957	-7.5%	888,934	778,730	-110,204	-12.4%
<u>Deviated Route</u>																
01 Town Loop	28,183	25,867	-2,316	-8.2%	37,033	36,847	-186	-0.5%	3,804	3,788	-16	-0.4%	240,332	223,368	-16,964	-7.1%
02 Netarts/Oceanside	7,785	5,988	-1,797	-23.1%	7,299	5,788	-1,511	-20.7%	1,799	1,994	195	10.9%	129,307	129,768	461	0.4%
03 Manzanita	38,632	35,490	-3,142	-8.1%	30,376	28,807	-1,569	-5.2%	4,747	5,457	710	14.9%	352,158	370,582	18,424	5.2%
04 Lincoln City	18,817	20,161	1,344	7.1%	9,631	12,226	2,595	26.9%	3,409	3,489	80	2.3%	271,734	256,959	-14,775	-5.4%
Total Local Fixed Route	93,417	87,506	-5,911	-6.3%	84,339	83,668	-671	-0.8%	13,760	14,729	970	7.0%	993,531	980,677	-12,854	-1.3%
<u>Intercity</u>																
05 Portland	92,510	85,602	-6,908	-7.5%	8,527	8,638	111	1.3%	3,011	2,930	-81	-2.7%	232,806	218,566	-14,240	-6.1%
60X Salem	12,011	22,302	10,291	85.7%	5,511	8,760	3,249	59.0%	2,206	2,751	545	24.7%	182,499	221,702	39,203	21.5%
70X Grand Ronde	5,898	7,844	1,946	33.0%	2,574	5,023	2,449	95.1%	697	1,738	1,041	149.4%	55,592	133,126	77,535	139.5%
Total Intercity	110,419	115,748	5,329	4.8%	16,612	22,421	5,809	35.0%	5,914	7,420	1,505	25.5%	470,897	573,394	102,497	21.8%
<u>Other Services</u>																
Trippers	1,737	1,093	-644	-37.1%	2,080	1,612	-468	-22.5%	294	193	-101	-34.3%	17,121	10,817	-6,304	-36.8%
Special Bus Operation	1,210	552	-658	-54.4%	788	1,165	377	47.8%	234	240	6	2.5%	14,882	13,886	-996	-6.7%
Total Other Services	2,947	1,645	-1,302	-44.2%	2,868	2,777	-91	-3.2%	528	433	-95	-18.0%	32,003	24,703	-7,300	-22.8%
<b>Total TCTD Services</b>	<b>680,181</b>	<b>660,534</b>	<b>-19,647</b>	<b>-2.9%</b>	<b>120,262</b>	<b>125,060</b>	<b>4,798</b>	<b>4.0%</b>	<b>32,883</b>	<b>34,306</b>	<b>1,423</b>	<b>4.3%</b>	<b>2,385,364</b>	<b>2,357,504</b>	<b>-27,860</b>	<b>-1.2%</b>

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

Year to Date Performance Comparison

Route/Run	Thru Apr 2019 17/18			Thru Apr 2019 18/19			Thru Apr 2019 17/18			Thru Apr 2019 18/19		
	Hourly Rate	Hourly Rate	Amount Diff	Passngr /Hour	Passngr /Hour	Amount Diff	Farebox Ratio	Farebox Ratio	Amount Diff	Average Fare	Average Fare	Amount Diff
<u>Dial-A-Ride Service</u>												
Dial-A-Ride	65.19	60.13	-5.06	2.1	2.6	0.5	27.3%	12.1%	-15.2%	8.60	2.83	-5.77
NW Rides	73.43	65.82	-7.61	0.8	0.9	0.1	69.7%	80.0%	10.3%	62.17	60.27	-1.90
Volunteer	66.95	577.34	510.38	1.5	0.9	-0.6	33.1%	0.2%	-32.9%	14.30	1.24	-13.06
Total DAR	70.10	66.42	-3.68	1.3	1.4	0.1	53.3%	58.5%	5.3%	28.79	28.14	-0.65
<u>Deviated Route</u>												
01 Town Loop	63.18	58.96	-4.22	9.7	9.7	0.0	11.7%	11.6%	-0.1%	0.76	0.70	-0.06
02 Netarts/Oceanside	71.87	65.07	-6.81	4.1	2.9	-1.2	6.0%	4.6%	-1.4%	1.07	1.03	-0.03
03 Manzanita	74.18	67.91	-6.27	6.4	5.3	-1.1	11.0%	9.8%	-1.4%	1.27	1.23	-0.04
04 Lincoln City	79.70	73.64	-6.06	2.8	3.5	0.7	6.9%	7.8%	0.9%	1.95	1.65	-0.30
Total Deviated Route	72.21	66.58	-5.63	6.1	5.7	-0.4	9.4%	8.9%	-0.5%	1.11	1.05	-0.06
<u>Intercity</u>												
05 Portland	77.31	74.59	-2.72	2.8	2.9	0.1	39.7%	39.2%	-0.6%	10.85	9.91	-0.94
60X Salem	82.74	80.60	-2.14	2.5	3.2	0.7	6.6%	10.1%	3.5%	2.18	2.55	0.37
70X Grand Ronde	79.76	76.58	-3.18	3.7	2.9	-0.8	10.6%	5.9%	-4.7%	2.29	1.56	-0.73
Total Intercity	79.62	77.28	-2.34	2.8	3.0	0.2	23.4%	20.2%	-3.3%	6.65	5.16	-1.48
<u>Other Services</u>												
Trippers	58.25	56.04	-2.21	7.1	8.4	1.3	10.1%	10.1%	0.0%	0.84	0.68	-0.16
Special Bus Operation	63.63	57.92	-5.71	3.4	4.9	1.5	8.1%	4.0%	-4.2%	1.54	0.47	-1.06
Total Other Services	60.63	57.08	-3.55	5.4	6.4	1.0	9.2%	6.7%	-2.6%	1.03	0.59	-0.44
Total Other Services	72.54	68.72	-3.82	3.7	3.6	0.0	28.5%	28.0%	-0.5%	5.66	5.28	-0.37

Comparison FY17/18 to FY 18/19	YTD Through Apr 2019		
	17/18	18/19	Percent Difference
Mileage	799,182	888,004	8.6%
Mileage Based Costs	516,331	498,434	-3.5%
Hourly Based Costs	1,387,532	1,268,869	-8.6%
Direct Costs	481,501	485,799	0.9%
Overhead Costs	-	-	-
Total Costs	2,385,364	2,253,103	-5.5%

Special Bus Operation Calculation Cost		
Cost per mile calculation:	Plus	10%
Actual	Plus	Actual Hourly Rate
Mileage	45.8%	\$ 31.24
Plus Overhead	Plus	Plus Direct Costs
Small Bus	Overhead	Hourly Rate
Coach	Profit	\$ 32.62
	Plus Overhead	26.0%
	Hourly Rate	\$ 41.09
	Plus Profit	20.0%
		\$ 49.31

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# nwCONNECTOR

**Coordinating Committee Meeting**  
 May 10, 2019  
 Tillamook County Transportation District  
 3600 3<sup>rd</sup> 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 ( <b>Action Items</b> ) † April 19, 2019 Meeting Minutes (Attached) † April 2019 Financial Report † Ridership Tracking (March 2019) † Calculating Average Passenger Miles Progress	Doug Pilant
10:15— 10:30a	3. NWOTA Standing Items † IGA Approvals Update † Management Plan Approvals Update † Visitor Pass and Signage Update	Benton County All Doug Pilant
10:30— 11:15a	4. NW Connector Updates † Adding Route/Transit Stop Specific Alerts † Discussion: Adding Transit Options Page	Doug Pilant Thomas Craig/All
11:15— 12:00p	5. NWConnector Marketing	Mary McArthur/All
12:00— 12:30p	6. Lunch	
12:30— 1:00p	7. NW Connector Website and Transit App Updates † STIF Grant Next Steps † Adding Route/Transit Stop Specific Alerts	Doug/All
1:00— 1:30p	8. 2019—2020 NWOTA Budget Final (?) † Contract Renewals	Doug/All
1:30— 2:00p	9. Other Business and Member Updates † Updated Annual Report	All Mary

**Attachments:**

April 19, 2019 Meeting Minutes

April 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.

[www.nwconnector.org](http://www.nwconnector.org)



SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT





Oregon Transit Alliance (NWOTA)  
Coordinating Committee Meeting Minutes  
April 19, 2019  
Tillamook County Transportation District  
Tillamook, OR

1. Introductions: Cynda Bruce, Coordinating Committee Vice-Chair, chaired the meeting. Meeting attendees included:
  - Cynda Bruce—Lincoln County Transportation
  - Jeff Hazen—Sunset Empire Transit District
  - Doug Pilant—Tillamook County Transportation
  - Todd Wood—Columbia County Rider
  - Arla Miller, Ken Shonkwiler—ODOTExcused: Mark Bernard.
2. Consent Calendar: Unanimously approved. (JH/DP)
  - ✦ March 8, 2019 Meeting Minutes—No changes other than corrected “Coordinator” typo.
  - ✦ March Financial Report—Only new expense is payment for the Visit Tillamook Coast Travel Guide.
  - ✦ March Ridership Performance Report—Delayed until next month. Drivers manually record riders as they board. Works for rural areas, but time-consuming for busy, time-sensitive routes. Automatic passenger counters can’t identify the types of passengers.
  - ✦ 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.
  - ✦ Website—Question about what Trillium’s maintenance contract covers. Doug will track down a copy of the contract.
3. Pedestrian Access Study

Ken reported: Environmental Review Documents—Most of Sunset’s will be Categorical Exclusions (no adverse effects if this project is added to the earth). Still working through some of Columbia and Tillamook County data to shore up review information before it gets submitted. Try to work through all that upfront before start project so receive Categorical exclusions. Checklist includes: State Historic Preservation Office (SHPO), wetlands, etc. Columbia County has a stop at the Clatskanie Safeway.

About a month behind schedule. Extended contract another 3 months. Design report is expected in June. Ken will check with Ryan to see if June is still a target date. Consultant will be attending the meeting.

Garibaldi? Still on docket. Not moving full speed ahead. Locally, been seeing some ODOT survey activity. In past, City is looking for places to establish stops where buses can pull out, rather than stop traffic. Riders on the eastside of Garibaldi, currently just flag buses down.

Lincoln County—Agate Beach/RV stop has been purchased for low-income housing, and a bus stop will be added to the development. Transit will maintain the shelter, and the City will maintain the adjoining culverts.

Consideration—Having garbage cans at the shelters. Transit agencies don’t have capacity to pick up garbage. Prefer to have receptacles onboard, or if have a local partner, eg, Fred Meyer that will take care of the garbage. Have heard that there is more garbage if have cans.

4. NWOTA Standing Items:

- ✦ IGA Approval Updates—No changes from last month: Waiting for Benton County. Mary needs to get the signature pages from all partners that have approved the IGA.
- ✦ Management Plan—No updates from last month. Jeff still plans to meet with Todd to over the Plan process and status. Mary will send out plan plus the updated Action to all partners.

5. NWOTA Annual Report—Mary handed out an updated draft report. Partners suggested: NWCONNECTOR services are continually being improved. Transit service connections between Astoria and Tillamook have increased from 2 to 4 per day. Another service improvement fine-tuned the connections between Salem and Lincoln City which now means there now is minimal wait time between buses when traveling from Salem, Tillamook and Newport. Lincoln City ridership to Salem has increased 119% over 2017! Mary will try to change out the Columbia County Rider logo for the one they are currently using.

6. NWOTA 2019–2020 Marketing Budget— Mary presented Portland International Airport's media kit. Most interesting was the advertising at baggage claim stairway. Discussion: brand advertising on Tri-Met, or Tri-Met shelters. Advertise on own buses. Electronic billboards in Portland. Mary reviewed progress on the North Coast Travel Studio and transportation sub-committee. Projects are due May 16<sup>th</sup>. Next Transportation sub-committee meeting is April 30<sup>th</sup>. Future is mobile advertising. Look into the cost of that. Location-based. Need to find apps that potential riders would be using. Mary will check with Trillium to see if this would be a good option. Facebook? Serena Barlow. Google? Ads in Portland hotels, local hotels. Advertising at PSU, PCC, Chemetketa, OSU. Reach out to Ride Connection, get message through them. Market: Transit dependent, individuals who do not want to drive. BikePortland. Grant's Getaways. New Visitor/Family Pass story. Short survey in exchange for a visitor pass? How often come to the coast, if transit were accessible and friendly would you take it, what do you need if want to take the bus. Build a profile, data base. Have Transit Options send out surveys. Have visitor pass giveaways as incentive. Partner with Cascades West on their STIF project—getting brand all the way to Sweet Home, Junction City. STIF projects will be awarded in August.

7. 2019–2020 NWConnector Budget—Partners agreed to \$314,000 budget (attached), subject to agreement from Benton County (JH/DP).

8. NW Connector Website—Discussion regarding whether to add a Transportation Options page. There are two different Transportations Options program in the NWOTA region. The North Coast's doesn't include Benton and Lincoln County. Benton County was not at the meeting and needs to weigh in. Need to figure out how would get one TO web page. Move to May agenda and in meantime look into how TO for entire network could be added. Next steps: When did planning for website, NWOTA partners were very specific. Need to be deliberate, so no unintended consequences. Will also require a conversation with Thomas regarding whether this would be appropriate at this time for the NWConnector website. If it fits with the vision and goals for the website, eg, developing the NWConnector brand.

9. Member Updates

- ✦ ODOT—Arla will be doing grant management training in July in Astoria.
- ✦ Columbia County—Submitted a grant to get the Swiftly program. District levy goes on November ballot.
- ✦ Sunset Empire—Bike rack video is in-progress, for website.

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

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**Tillamook County Transportation District**  
**Financial Statement - Unposted Transactions Included In Report**  
**From 4/1/2019 Through 4/30/2019**

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	83%
<b>Resources</b>						
Working Capital	3500	0.00	0.00	87,000.00	(87,000.00)	0.00%
NWOTA Partner Cont. Match	4225	12,000.00	48,000.00	48,000.00	0.00	100.00%
Miscellaneous Income	4400	0.00	300.00	0.00	300.00	0.00%
Transfer From General Fund	4911	0.00	12,000.00	12,000.00	0.00	100.00%
<b>Total Resources</b>		<u>12,000.00</u>	<u>60,300.00</u>	<u>147,000.00</u>	<u>(86,700.00)</u>	<u>41.02%</u>
<b>Expenses</b>						
<b>Materials and Services</b>						
Professional Services	5100	0.00	437.50	5,250.00	5,250.00	0.00%
Administrative Support	5101	0.00	2,083.33	25,000.00	11,640.25	53.43%
Website Maintenance	5102	0.00	416.67	5,000.00	500.00	90.00%
Marketing	5190	0.00	2,500.00	30,000.00	21,642.01	27.85%
Travel & Training	5220	0.00	416.67	5,000.00	5,000.00	0.00%
<b>Total Materials and Services</b>		<u>0.00</u>	<u>5,854.17</u>	<u>70,250.00</u>	<u>44,032.26</u>	<u>37.32%</u>
<b>Transfers</b>						
Transfer to General Fund	9130	0.00	3,000.00	3,000.00	0.00	100.00%
Reserve for Future Expenditure	9175	0.00	0.00	68,750.00	68,750.00	0.00%
<b>Total Transfers</b>		<u>0.00</u>	<u>3,000.00</u>	<u>71,750.00</u>	<u>68,750.00</u>	<u>4.18%</u>
<b>Capital Outlay</b>						
Capital Purchases						
Bus Stop Signage/Shelters	6040	5,002.86	5,002.86	5,000.00	(2.86)	100.05%
<b>Total Capital Purchases</b>		<u>5,002.86</u>	<u>5,002.86</u>	<u>5,000.00</u>	<u>(2.86)</u>	<u>100.06%</u>
<b>Total Capital Outlay</b>		<u>5,002.86</u>	<u>5,002.86</u>	<u>5,000.00</u>	<u>(2.86)</u>	<u>100.06%</u>
<b>Total Expenses</b>		<u>5,002.86</u>	<u>34,220.60</u>	<u>147,000.00</u>	<u>112,779.40</u>	<u>23.28%</u>

Monthly BOD Report w/YTD Budget & Variance

Date: 5/9/19 02:19:03 PM

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**FORM  
LB-10**

**NWOTA  
SPECIAL FUND  
RESOURCES AND REQUIREMENTS**  
Fiscal Agent - TCTD  
Fund 08, Department 000

RES #14-13. This special fund must be reviewed no more than 10 years after establishment. Review in year 2024

	Actual		Actual First Preceding 2017-2018	Adopted Budget This 2018-2019	GL ACCT #	DESCRIPTION RESOURCES AND REQUIREMENTS	Budget for 2019-2020		
	Second Preceding 2016-2017	Actual First Preceding 2017-2018					Proposed by Budget Officer	Approved By Budget Committee	Adopted By Governing Body
						<b>RESOURCES</b>			
1	41,398	3,543	87,000	3500	Working Capital		105,000		1
2		14,280	12,000	4225	NWOTA Partner Revenue - Benton County		12,000		2
3		14,280	12,000	4225	NWOTA Partner Revenue - Columbia County Rider		12,000		3
4		14,280	12,000	4225	NWOTA Partner Revenue - Lincoln County Transit		12,000		4
5		14,280	12,000	4225	NWOTA Partner Revenue - Sunset Empire Trans. Dist.		12,000		5
6	27,567	14,280	12,000	4911	NWOTA Partner Revenue - Tillamook Cnty Trans. Dist. (TRAN)		12,000		6
7	12,788	23,752		4240	Grant - 5311 (f) / Statewide Transit Network		149,000		7
8	29,389			4260	Grant - FTA Section 5304 - Planning (Management Plan)				8
9	77,702			4400	Miscellaneous Income				9
10	35,222	84,485		4916	Transfer from STF Fund				10
11	<b>\$ 224,066</b>	<b>\$ 183,180</b>	<b>\$ 147,000</b>		<b>TOTAL RESOURCES</b>		<b>\$ 314,000</b>	<b>\$ -</b>	<b>\$ -</b>
					<b>Materials &amp; Services</b>				
12			5,250	5100	Professional Services		5,250		12
13	22,671	21,507	25,000	5101	Administrative Support		25,000		13
14	3,956	32,519	5,000	5102	Website Maintenance		5,000		14
15	36,331			5103	Rural Planning Grant				15
16	27,580	31,288	30,000	5190	Marketing and Public Outreach		45,000		16
17	84,985			5191	Website Re-Design		149,000		17
18				5192	Grant - 5311 (f) Mobility Management				18
19			5,000		Bus Stop Signage		5,000		19
20	40,000			5196	Grant - Oregon Transit Network (Website/Match)				20
21				5196	Grant - 2016-18 STIP NW Connector Transit Access Project				21
22			5,000	5220	Travel & Training		5,000		22
23	<b>215,523</b>	<b>85,314</b>	<b>75,250</b>		<b>Total Materials &amp; Services</b>		<b>239,250</b>	<b>-</b>	<b>-</b>
					<b>Transfers</b>				
24	5,000		-	9130	Transfer to General Fund		-		24
25	<b>5,000</b>		-		<b>Total Transfers</b>		-		25
					<b>Special Payments</b>				
26		4,005	3,000	9130	Payment to TCTD for Group Administration		3,000		26
27				9130	Payment to TCTD for Customer Service Training				27
28				5145	Payment to Sunset Empire for IT Support				28
29		<b>4,005</b>	<b>3,000</b>		<b>Total Special Payments</b>		<b>3,000</b>	<b>-</b>	<b>-</b>
30	3,543		68,750	9175	Reserve for Future Expenditures				30
					<b>Ending balance (prior years)</b>				
31		93,860			<b>UNAPPROPRIATED ENDING FUND BALANCE</b>		<b>71,750</b>		
32	<b>\$ 224,066</b>	<b>\$ 183,179</b>	<b>\$ 147,000</b>		<b>TOTAL REQUIREMENTS</b>		<b>\$ 314,000</b>	<b>\$ -</b>	<b>\$ -</b>

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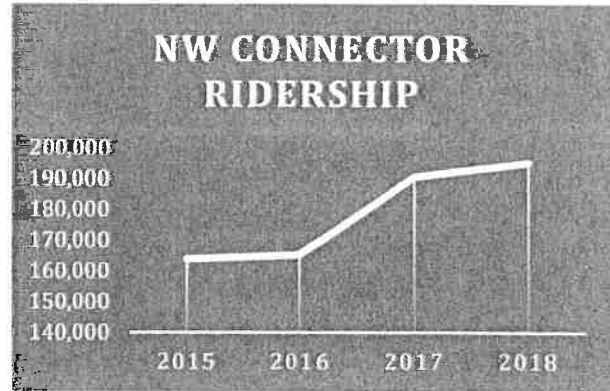
# nwCONNECTOR

## NW Oregon Travel by Transit 2018 Annual Report

The NW CONNECTOR five-county transit system for riders continues to attract riders traveling to/from the Willamette Valley and the North Coast, and up and down the Coast from Astoria to Yachats. 2018 ridership approached 200,000, **up 19%** since 2015, the first full year of operations.

The NW CONNECTOR gives people an easy travel alternative to driving to the Coast or driving Hwy 101 along the Coast. Short

stay or long stay, the NW Connector is available as it operates buses seven days a week,



and connects to Tri-Met, Amtrak and Greyhound. Riders can leave the Willamette Valley from Portland, Salem or Corvallis to get to the Coast. Once on the Coast they are able to ride from Astoria to Yachats.



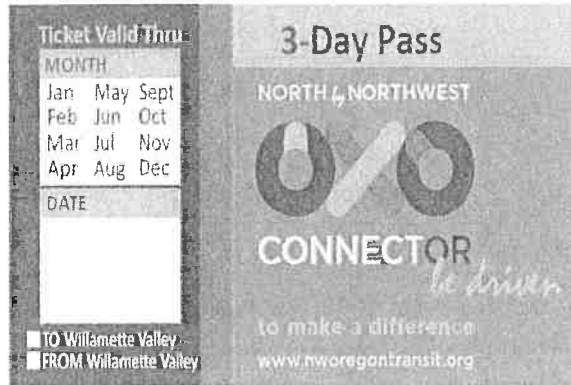
NW CONNECTOR services are continually being improved. Transit service connections between Astoria and Tillamook have increased from 2 to 4 per day. Another service improvement fine-tuned the connections between Salem and Lincoln City which now means there now is minimal wait time between buses when traveling from Salem, Tillamook and Newport. Lincoln City ridership to Salem has increased 119% over 2017!

[www.nwconnector.org](http://www.nwconnector.org)



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To encourage people to ride the NW Connector, ads were placed in Oregon's Travel Guide, the Oregon Coast Visitor Guide, Boomer and on BikePortland website for a Bike n' Ride promotion. Riders can purchase a 3 day (\$25) or 7 day (\$30) passes which gives them one round trip to and from the coast and unlimited travel at the Coast. It's a great deal!

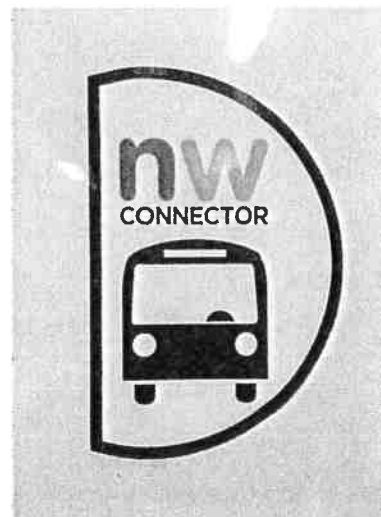


Riders also can real-time track the location of the NW Connector buses along the coast using the Transit.app on their mobile device.



Our award-winning website has a map of bus routes, lists of events and places to see, a calendar of events happening each month, a trip planner, and visitor passes for getting there.

Coming soon are highly visible bus stops showing riders where to get on and off the bus:



For more information: [info@nworegontransit.org](mailto:info@nworegontransit.org)

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**NWOTA Action Items**  
March 2019

	<u>Action Items</u>	<u>Assignments</u>	<u>Progress</u>
<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 Mary—Research additional venues	In progress
<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		

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	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	TITD Graphics	May Meeting



**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, April 18, 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 6:30pm
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

**TCTD Staff**

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

**Absent**

Melissa Carlson-Swanson, Director

**Guest**

Chris Kell, public  
Linda Adler, public  
David McCall, public  
Erik Peterson, NW Rides Staff  
Lorie Beeler, NW Rides Staff  
Micky Lyski, NW Rides Staff  
Juliene Hooter, NW Rides Staff  
Karri Hooker, NW Rides Staff

4. Announcements and Changes to Agenda: Added SDAO Board Assessment to Discussion Items.
5. Public & Guest Comments: Cathy Bond introduced NW Rides Brokerage staff. Chris Kelly, Linda Adler and David McCall introduced themselves.
6. Executive Session: None

*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.*

## REPORTS

### 7. Information: General Managers Report:

- a. Financial Report: GM Doug Pilant reviewed the March 2019 financial reports. District is 75% through the Fiscal Year. Director Huffman asked for an explanation about the NW Rides volunteer expenses. GM Doug Pilant reported the volunteer program was previously managed by DHS they volunteers were paid directly by DHS. However, after NW Rides began operations DHS announced they would no longer support the volunteer program. NW Rides is now reimbursing the volunteers and has become an unforeseen expense. At the end of each quarter, Care Oregon reimburses NW Rides for the volunteer expenses.
- b. Service Measure Performance Report: YTD Ridership overall has increased 4.6% change over the previous year. The YTD passengers per hour are +0.4%, the cost per trip was -2.1% while the cost per hour was -1.7% and the fare box return was -7.0%.
- c. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board. April meeting was postponed to April 19, 2019.
- d. Grant Funding:
  - i. STF: There's a handout updating the issue with the STF funding.
  - ii. Statewide Transportation Improvement Fund (STIF): The District will start receiving revenues in May 2019. Working on RFQ's for those funds.
  - iii. SDAO grant: No updates.
- e. Planning & Development: No updates.
- f. Facility/Property Management:
  - i. Transit Visitors Center – GM Doug Pilant met with the City Manager to begin working on a new agreement. The Current agreement ends June 30, 2019 but will continue until the new agreement is in place. Director Huffman asked if the rent was increasing and is concerned. IconiPro was awarded bid, just waiting for time period of bid awarded to pass.
  - ii. TCTD Admin Office – Done with HVAC RFQ for service of the new system.
  - iii. Post office bus stop – No updates.
  - iv. Landscaping and Janitorial contracts will be at next board meeting.
- g. NW Rides Brokerage
  - i. Ecolane – The 3<sup>rd</sup> quarter true-up was completed and submitted on March 15th. Sunset Empire Transportation District has begun using Ecolane to manage their paratransit service.
  - ii. Volunteer Driver Program – Staff is developing policies to formally manage the DHS volunteers that were inherited. Hope to complete the program by the end of the fiscal year.
- h. Miscellaneous:
  - i. Dial-A-Ride Fare Policy: Fare Policy flyers are being handed-out to dial-a-ride passengers and stakeholders. Still planning to hold a public meeting on May 16, 2019.
  - ii. Collective Bargaining Meeting – No update - meeting was cancelled.

- iii. ADP: Accounting Specialist Tabatha Welch completed the three payrolls and now working on implementing HR module. Director Huffman asked Superintendent Brent Olson if this new process is creating more work for him. Brent replied that it took one day. Will likely take about ½ day in general.

### **CONSENT CALENDAR**

8. Motion: Approval of Minutes of March 21, 2019 Regular Board Meetings
9. Motion: Acceptance of Financial Report: March 2019

**Motion** by Director Huffman to adopt the Consent Calendar. *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,  
and Board Chair Judy Riggs.  
Director Carlson-Swanson

### **ACTION ITEMS**

10. Resolution 19-04 Authorizing the GM to Execute a HVA Maintenance Agreement with JNB Mechanical, Inc.

GM Doug Pilant discussed the Resolution with the Board.

**Motion** by Director Huffman to Approve Resolution 19-04 Authorizing the GM to Execute a HVA Maintenance Agreement with JNB Mechanical, Inc. *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,  
and Board Chair Judy Riggs.  
Director Carlson-Swanson

### **DISCUSSION ITEMS**

11. SDAO Board Assessment – GM Doug Pilant explained that SDAO only have 25 spots for the Risk Assessment each year. There was a cancellation and they said they could meet with the Board on May 2<sup>nd</sup>. If we don't do it now, we will have to wait and perhaps get another date in the future. Director Holm thought it was a training. GM Doug Pilant stated it is not a training, it's simply a snapshot of the Board. Since Director Holm and Carlson-Swanson are unable to be available on May 2<sup>nd</sup>, the Board decided to decline the May 2<sup>nd</sup> date and seek an alternate date later in the year.

12. Staff Comments/Concerns

GM Doug Pilant: Hadn't been sick in so long that he had to re-learn how to take care of himself.

Superintendent Brent Olson: Things are good. Getting ready for summer, getting all the buses ready with A/C and road ready.

Accounting Specialist Tabatha Welch: None.

NWR Supervisor/Board Clerk Cathy Bond: Thanked to Board for allowing her to introduce the NW Rides brokerage staff to the Board.

13. Board of Directors Comments/Concerns

Jim Huffman – Thanked the guests for coming. Told perspective board members that democracy should run it's coarse and thanked them for coming to the meeting.

Judy Riggs – None.

Marty Holm – None.

Jackie Edwards – None.

Gary Hanenkrat – None.

Melissa Carlson-Swanson – Absent.

**UPCOMING EVENTS**

None.

Adjournment: Board Chair Riggs adjourned the meeting at 7:31pm.

**These minutes approved this 16<sup>th</sup> day of May, 2019.**

ATTEST:

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

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

# TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

<b>PUBLIC RECORDS</b>	<b>Number: 20</b>
Adopted by the Board of Directors on May 16, 2019 Effective: May 17, 2019	<b>Pages: 5</b>

## Compliance

The District shall fully comply with the Oregon Public Records Law, ORS 192.311-192.431.

1. **Specificity of Request:** In order to facilitate the public's access to records in the District's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written request for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter and such other detail as may be necessary to enable District personnel to readily locate the records sought.
2. **Access:** The District shall permit inspection and examination of its non-exempt public records during regular business hours in the District's offices. Copies of non-exempt public records maintained in machine readable or electronic form shall be furnished, if available, in the form requested. If not available in the form requested, such records shall be made available in the form in which they are maintained. ORS 192.324(3).

## Definitions

1. A "**public record**" is defined herein as any writing that contains information relating to the conduct of the District's business, and that is prepared, owned, used, or retained by the District regardless of physical form or characteristics. A public record also does not include any writing that does not relate to the conduct of the District's business and that is contained on a privately owned computer.
2. A "**writing**" is defined as handwriting, typewriting, printing, photographing and every means of recording, including letters, words, pictures, sounds or symbols or combination thereof, and papers, maps, files, facsimiles, electronic recording and email, including deleted email on backup.
3. A "**business day**" is defined as a day other than Saturday, Sunday or a legal holiday and on which at least one paid employee of the District is scheduled to and does report to work. A "business day" does not include any day on which the administrative offices of the District are closed.

## Procedure and Fees

1. All requests for public records must be made through the District Manager's office located at 3600 Third Street, Suite A, Tillamook, OR 97141; or by email at [cbond@tillamookbus.com](mailto:cbond@tillamookbus.com). Requests may be directed toward the District's public records coordinator Cathy Bond.
2. Upon receipt of a request, the District shall acknowledge in writing its receipt of the request within five (5) business days by:
  - Confirming to the requestor that the District is the custodian of the requested record(s);
  - Informing the requestor that the District is not the custodian of the requested record(s); or
  - Informing the requestor that the District is uncertain whether it is the custodian of the requested record(s).
3. The District shall complete its response to a request for Public Records as soon as practicable and without unreasonable delay, but not later than ten (10) days from the District's acknowledgement of the request, as discussed above. Within that time, the District shall either complete the request, or provide a written statement that the District is still processing the request and a reasonable estimated date by which the District expects to complete the request based on the information currently available. Note that these time periods do not apply to the extent that (1) the District presently lacks the staff or volunteers necessary to complete the request; (2) compliance would demonstrably impede the District's ability to perform other necessary services; or (3) timely compliance is prevented due to the volume of Public Records requests being simultaneously processed by the District.
4. The District's response to a request for public records Request is complete when the District:
  - Provides access to or copies of all requested, non-exempt records in its custody, or explains where such records are already publically available;
  - Asserts any applicable exemptions from disclosure of any or all requested records, including the identification of any particular state or federal law relied upon for that determination;
  - Complies with ORS 192.338, concerning the separation of exempt and non-exempt material on a single requested record;

- Provides a written statement, if applicable, that the District is not the custodian of any or all of the requested records;
  - A statement that state or federal law prohibits the district from acknowledging whether any or all of the requests records record exist, or that acknowledging whether any or all of the records exist would result in the loss of federal benefits or other sanctions. Such a statement must include a citation to the particular state or federal law relied upon for that determination; and
  - Informs the requestor of the requestor's right to seek review of the District's determinations and response to the requestor's request pursuant to ORS 192.401-431.
5. The District may request additional information or clarification in good faith from the requester for the purpose of expediting the District's response to the request. If the requestor fails to respond to such requests for additional information or clarification within 60 days, the records request shall be deemed closed, and the District shall have no further obligation to respond to the request. Any statutory timelines for the District's response shall be stayed pending receipt from the requestor of the additional information or clarification.
6. The District may charge fees in order to recover its costs for responding to public records requests. If total fees are estimated to exceed \$25.00, the District will obtain prior written authorization from the requestor before proceeding with the request. Fees may be waived in whole or in part if the District determines that a waiver is in the public interest because the requestor's request primarily benefits the general public. A request will be considered closed if the requestor does not pay the required fee within the later of 60 days of being informed of the fee, or 60 days of the denial of any request for fee waiver or reduction. Any statutory timelines for the District's response shall be stayed pending receipt from the requestor of payment of the fees.
7. The following fee schedule has been adopted by the District:
- Copies of Public Records; Certified Copies: Copies of public records shall be .25¢ per copy for standard, letter size copies. Copies shall be certified for an additional charge of \$2.00.
  - Copies of Audio Recordings: Copies of audio recordings, if available, of meetings shall be \$10.00 per copy, per meeting.
  - Copies of Maps and Other Nonstandard Documents: Charges for copying maps or other nonstandard size documents shall be charged in accordance with the actual costs incurred by the District.

- Research Fees: If a request for records requires District personnel to spend more than 15 minutes searching or reviewing records before their review or release for copying, the minimum fee shall be \$15.00 per hour and additional charges shall be in ¼ hour increments. The District shall estimate the total amount of time required responding to the records request, and the person making the request shall make payment for the estimated cost of the search and copying of the records in advance. If the actual time and costs are less than estimated, the excess money shall be refunded to the person requesting the records. If the actual costs and time are in excess of the estimated time, the difference shall be paid by the person requesting the records at the time the records are produced.
  - Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the District's normal operation, the District may impose such additional charges as necessary to reimburse the District for its actual costs of producing the records.
  - Reduced Fee or Free Copies: Whenever it is determined that furnishing copies of public records would be in the public's interest the Board or District Manager may reduce the fee or supply without cost. ORS 192.440(4).
8. If a person who is a party to a civil judicial proceeding to which the District is a party, or who has filed notice under ORS 30.275(5)(a), asks to inspect or to receive records the person knows relates to the proceeding or notice, the individual must submit the request in writing to both the District and the District's attorney.
  9. The District reserves the right to restrict the inspection of some public records to the District's facilities. Information to be inspected at the District will be made available to individuals with disabilities in any appropriate format, and with any appropriate accommodations, upon reasonable advance request. The District shall not charge any fees for such accommodations.

### **On-Site Review of Original Records**

If a request to review original records is made, the District shall permit such a review provided that search fees are paid in advance in accordance with the Fees for Public Records section, above. A representative shall be present at any time original records are reviewed, and the charges for standing by while the records are reviewed shall be the same as the charges for searching or reviewing records. At no time shall an original record of the District be removed from the District's files or the place at which the record is regularly maintained, except upon authorization of the Board of Directors or Manager of the District. If any person attempts to alter, remove or destroy any District record, the District representative shall immediately terminate such person's review, and notify the attorney for the District.

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## Request for Access to Public Records

Districts must ensure that their records are accessible to the public. Records must be available during usual business hours to persons wishing to either review or copy the records. The requester of the records is obligated to come to the District to get the records. The District need not deliver any records.

In order to respond to your written request, please provide the following information:

Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

Please indicate below, the specific information requested:

\_\_\_\_\_  
 \_\_\_\_\_

Purpose of request: *(Optional, however this information may help the records clerk with your information search)*

\_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Requests for information must be authorized by the District's public records coordinator. Fees and delivery time for these services are varied depending on the type of information requested. Requests will be processed and provided to you either in person or by US mail, in a timely manner

For office use			
Authorized by			Date
Processed by			Date
Information provided to requester by		in-person	- Date
or- mailed			
Fee charged		yes	-or-
no			\$ _____ @ .25¢ ea. =

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

**In the Matter of Authorizing )  
the General Manager to Execute )  
a Personal Services Agreement )  
with Chrissy's Cleaning Service )**

**RESOLUTION NO. 19-05**

**WHEREAS**, Tillamook County Transportation District is in need of Janitorial Services that were described and advertised for public bid on March 26, 2019, by the District's Invitation to Bid (ITB); and

**WHEREAS**, Chrissy's Cleaning Service is qualified and desires to provide such services, and submitted a bid attached hereto as Exhibit A; and

**WHEREAS**, based on the quote received, the District recommends purchasing Janitorial Services from Chrissy's Cleaning Services for \$8,500 per year; and

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

Authorizes the General Manager to execute a Janitorial Services Agreement with Chrissy's Cleaning Services in the amount of \$8,500 per year through June 30, 2021.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May 2019.

ATTEST:

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

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

## PROFESSIONAL SERVICES CONTRACT

This contract for professional services is entered into by and between TILLAMOOK COUNTY TRANSPORTATION DISTRICT, a special district of the State of Oregon, hereinafter referred to as DISTRICT, and **Chrissy's Cleaning Services**, hereinafter called the CONTRACTOR to provide the services described in the District's Invitation to Bid (ITB) issued March 26, 2019, and the Proposal Response, due May 3, 2019 which by this reference are hereby made part of and incorporated herein. The following provisions shall comprise this contract:

### I. SCOPE

This Contract covers the personal services as described in ITB and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence upon contract execution on May 17, 2019 and continue through June 30, 2021.

### II. COMPENSATION

A. TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$18,000**.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1 The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, TCTD, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### III. FEDERAL CONTRACT SPECIAL CONDITIONS

#### A. Failure to Perform

TCTD may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
  - Reducing or withholding payment;
  - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event TCTD terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, TCTD may procure, upon such terms and in such manner as TCTD may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of TCTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of TCTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**B. Termination for Convenience**

This contract may be terminated by either party upon at least thirty (30) days written notice to the other.

**C. Compliance with Applicable Law**

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368); (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

DISTRICT's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the

Services under the Contract, Contractor shall in writing request TCTD to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

#### **D. Reporting Requirements**

Contractor shall comply with the reporting requirements of TCTD including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

#### **E. Records Maintenance; Access.**

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

TCTD and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

#### **F. Patents; Copy Rights; Rights in Data**

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

### **IV. CONSTRAINTS**

The CONTRACTOR agrees:

**A.** If the services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

**B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:
  - a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.
  
2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.
  
3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.  
All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
  
4. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
  
5. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
  
6. The CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries

to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

7. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

- a. Reducing or withholding payment;
- b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

8 All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

## V. OWNERSHIP

Upon fulfillment of the Contract Terms, DISTRICT will have legal title to, and rights to use the entirety of the documents, images, and data used to create the plan, (collectively referred to as "the work") without limitation. This includes the right to use the work in contexts including, but not limited to: (1) public relations, press releases, or publicity; (2) re-use or modification of the work; and (3) use as a teaching aid or continuing education tool.

## VI. INSURANCE REQUIREMENTS

### A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. TCTD, at its option, may require a complete copy of the above policy.

### B. AUTOMOBILE LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of TCTD, its officers,



commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. TCTD, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

Required by TCTD

Not required by TCTD

**D. POLLUTION LIABILITY INSURANCE**

Required by TCTD

Not required by TCTD

**E.** Such insurance shall provide sixty (60) days written notice to TCTD in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to TCTD under this insurance. This policy(s) shall be primary insurance as respects to TCTD. Any insurance or self-insurance maintained by TCTD shall be excess and shall not contribute to it.

**F.** If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**G.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**H.** The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include TCTD as an additional insured. Proof of insurance must include a copy of the endorsement showing TCTD as a scheduled insured.

**I.** CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by TCTD.

**VII. SUBCONTRACTS**

The CONTRACTOR shall be responsible to TCTD for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

**VII. TERMINATION - AMENDMENT**

**A.** This Contract may be terminated by either party upon at least thirty (30) days written notice to the other.

**B.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the TCTD.

**C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Chrissy's Cleaning Service  
PO Box 81  
Garibaldi, OR 97118

**Tillamook County Transportation District**  
3600 Third Street, Suite A  
Tillamook, OR 97141

By:

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form

\_\_\_\_\_  
CCB License # (if applicable)

\_\_\_\_\_  
Oregon Business Registry

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Entity Type/State of Formation

**EXHIBIT A**  
**DISTRICT ITB AND CONTRACTOR PROPOSAL**



## Tillamook County Transportation District

*"Connecting the community through sustainable transit services"*

March 26, 2019

### Request for Informal Bids For Janitorial Services

**Project:** Provide professional janitorial services for the Tillamook County Transportation District (TCTD) administrative and operations facility that is located at 3600 3<sup>rd</sup> St., in Tillamook, Oregon. This informal bid process is for the purpose of collecting price quotes from qualified janitorial vendors to provide janitorial services to the District's office spaces, meeting rooms, kitchens and bathrooms. Janitorial services will be coordinated by the District's Operations Superintendent and/or Operations Coordinator.

#### **Accepting informal bids/price quotes on the following work:**

##### WEEKLY:

Kitchens: Clean and sanitize sinks, counter tops, splash walls, microwaves, tables and floors.

Bathrooms: Clean and sanitize sinks, counter tops, mirrors, splash walls, paper dispensers, soap dispensers, bathroom stalls doors and handles, toilets (inside and outside), urinals (inside and outside) and entry way doors and handles.

##### PERIODICALLY:

Kitchen(s): Clean refrigerators, walls, doors, carpet cleaning, window cleaning (inside and outside), bathroom walls, stalls and hinges, and windows (inside and outside).

**Requisites to submitting price quote:** All contractors and sub-contractors must abide by all Oregon Bureau of Labor & Industries standards for wages and reporting and must be able to be bonded and carry appropriate liability insurances.

**Timeline:** All price quotes must be received by TCTD by 5:00pm May 3, 2019. The TCTD Board of Directors will award the work on May 16<sup>th</sup> and after notification is given to all bidders the work will be awarded May 23<sup>rd</sup>. The company authorized to perform the work may begin work after June 1, 2019.

Please direct all questions and walk-through requests to Doug Pilant, TCTD General Manager by email at [dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com) or by telephone at 503-815-8283.

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## Doug Pilant

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**From:** Christina Veazie <cveazie@gmail.com>  
**Sent:** Thursday, May 9, 2019 3:35 PM  
**To:** Doug Pilant  
**Subject:** new job bid

Hi Doug.

It was wonderful meeting with you today and discussing better ways and ideas. Thank you for continuing your services with Chrissy's Cleaning.

I have included the additions as per our conversation today.

Please let me know if anything needs to be changed.

As this time I purpose to keep cleaning and sanitizing the staff lunchroom and breakroom, both sets of bathrooms at each end of the building, And in addition a extra bathroom cleaning and restocking on Weds..

The price goes as follows.

150.00 per week

I am also purposing to clean the outside windows on the building for 200,00 twice a year.

And the southside 3x a yr (100.00). only.

Thank You so much for your Business !

Chrissys Cleaning Service  
PO Box 81  
Garibaldi, Oregon 97118  
(503) 812-0480  
Cveazie@gmail.com

**EXHIBIT B**  
**INSURANCE CERTIFICATES**  
*(to be supplied at the time of contract execution)*

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

**Authorizing the General Manager )  
to Enter into a Janitorial Services )  
Agreement with Marie Mills Center )  
for the TCTD Administrative Building )**

**RESOLUTION NO. 19-06**

**WHEREAS**, Tillamook County Transportation District (TCTD) seeks to contract for the provision of janitorial services at the District's administrative and operations offices; and

**WHEREAS**, Marie Mills Center, Inc. is a qualified contractor to provide such services; and

**WHEREAS**, Marie Mills Center, Inc. is recognized by the Oregon Department of Administrative Services as a Qualified Rehabilitation Facility for purposes of public contracting; and

**WHEREAS**, the District wishes to enter into a contract with Marie Mills Center, Inc. for the performance of janitorial services outlined on the Janitorial Services Agreement Attachment A; 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 the General Manager to Execute a Janitorial Service Agreement in the amount of \$5,207.88 to Marie Mills Center for janitorial services at the TCTD administrative and operations building.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May 2019.

ATTEST:

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

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

# Marie Mills Center, Inc.

Vocational & Residential Services

Serving Tillamook County Since 1969



We Build Abilities

1800 Front Street, Tillamook, Oregon 97141 • (503) 842-2539 • Fax (503) 842-8028

## JANITORIAL SERVICES AGREEMENT

To: Tillamook County Transportation District  
3600 Third Street  
Tillamook OR 97141

Date: May 9, 2019  
Telephone: 503-815-8283

This agreement is between MARIE MILLS CENTER INC. and Tillamook County Transportation District. Marie Mills Center will furnish all materials and perform all labor necessary to complete the tasks as indicated:

### SEE EXHIBIT "A" FOR SCOPE OF WORK

All other duties will be on an as needed basis as agreed upon by both parties.

This contract will be in effect from July 1, 2019 to June 30, 2020 and may be terminated by either party upon thirty-day written notice.

All the above work to be completed in a substantial and workmanlike manner in accordance with standard practices for the sum of Four Hundred Thirty-Three Dollars and 99/100 (\$433.99) dollars per month. The total cost of this agreement will not exceed total annual cost of \$5,207.88 per year

Tillamook County Transportation District will make payment by the fifteenth (15th) day of the month following the completion of each month's services; services for a portion of a month will be prorated. If account balance is in arrears, advance payment may be required before further services are provided. Past due accounts may be charged interest at the rate of 1.5% of the Past Due amount per month.

Any alteration or deviation from the above terms or specifications must be mutually agreed to, in writing, by the parties.

\*\* Except as provided below, or as otherwise provided by applicable law, Contractor shall defend and indemnify TCTD and its officers, employees, and agents from all claims arising from the Services, including claims arising from injury to any person or damage to property; breach of this Contract by Contractor; or violation of applicable law by Contractor. Contractor will not be responsible for claims

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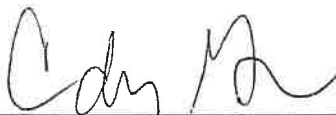
resulting solely from the negligence or other wrongful acts or omissions of TCTD or TCTD's officers, employees, or agents.

\*\* Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers" employed to perform the Services. Before performing any Services, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage or certify that no subject workers will perform Services.

\*\* At all times while Contractor is performing Services at the Premises, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy.

In the event either party files suit to enforce any term of this agreement, reasonable attorney fees and costs shall be paid to the prevailing party, including any attorney's fees and costs incurred in any appellate proceeding.

Acceptance and participation are the same for everyone without regard to race, color, national origin, sex or handicap.

  
\_\_\_\_\_  
Marie Mills Center, Inc. Representative

MARIE MILLS CENTER, INC.

5/9/19  
Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above agreement; for which the undersigned agrees to pay the amount mentioned in said agreement, and according to the terms thereof.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

# TCTD

## JOB COMPONENTS

### OFFICE BUILDING

#### FRIDAY

Empty Trash and restock paper products and soap restrooms in TCTD office area  
Vacuum all carpeted areas including TCTD offices (if unlocked), Main conference room (if unlocked),  
Dust window sills and other flat surfaces (papers on desks will not be moved or disturbed)  
Empty Trash

### PUBLIC AREA

#### FRIDAY

Public Restrooms – Empty Trash and restock paper products and soap  
Vacuum Conference room near (janitorial room), Foyer, Lobby and Hall Public area  
Dust window sills and other flat surfaces

### OFFICE BUILDING

#### WEDNESDAY

TCTD Office -- Restrooms – Empty Trash and restock paper products and soap

### PUBLIC AREA

#### WEDNESDAY

Public Restrooms – Empty Trash and restock paper products and soap

### EXTRAS

SCRUB RESTROOM FLOORS IN MAIN OFFICE ( March, June, Sept, and Dec )

STRIP AND WAX BREAKROOM FLOORS ( FEB AND AUG )

UPDATED 5/9/2019

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

**Authorizing the General Manager )  
to Enter into a Janitorial Services )  
Agreement with Marie Mills Center )  
for the Transit Visitor Center )**

**RESOLUTION NO. 19-07**

**WHEREAS**, Tillamook County Transportation District (TCTD) seeks to contract for the provision of janitorial services at the Tillamook County Transit Visitor Center; and

**WHEREAS**, Marie Mills Center, Inc. is a qualified contractor to provide such services; and

**WHEREAS**, Marie Mills Center, Inc. is recognized by the Oregon Department of Administrative Services as a Qualified Rehabilitation Facility for purposes of public contracting; and

**WHEREAS**, the District wishes to enter into a contract with Marie Mills Center, Inc. for the performance of janitorial services as outlined on the Janitorial Services Agreement Exhibit A; 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 the General Manager to Execute a Janitorial Service Agreement in the amount of \$15,439.66 with Marie Mills Center for janitorial services at the Tillamook County Transit Visitor Center.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May 2019.

ATTEST:

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

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

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# Marie Mills Center, Inc.

## Vocational & Residential Services

Serving Tillamook County Since 1969



We Build Abilities

1800 Front Street, Tillamook, Oregon 97141 • (503) 842-2539 • Fax (503) 842-8028  
www.mariemillscenter.com

### JANITORIAL SERVICES AGREEMENT

To: Tillamook County Transportation District  
3600 Third Street  
Tillamook OR 97141

Date: May 9, 2019  
Telephone: 503-815-8283

This agreement is between MARIE MILLS CENTER INC., and Tillamook County Transit District (Transit Center). Marie Mills Center will furnish all materials and perform all labor necessary to complete the tasks indicated:

#### SEE EXHIBIT "A" FOR SCOPE OF WORK

All other duties will be on an as needed basis at a cost agreed upon by both parties.

This contract will be in effect from July 1, 2019 to June 30, 2020 and may be terminated by either party upon thirty day's written notice.

All of the above work to be completed in a substantial and workmanlike manner in accordance with standard practices TCTD shall pay One Thousand Eighty-three dollars and 05/100 (\$1,083.85) per month during the months of December, January, February (six days per week) AND One thousand One Hundred Ninety-six and 38/100 (\$1,196.38) during the months of March through November(7 days per week) for services performed. The total cost of this agreement shall not exceed Total annual cost of \$15,439.66

Tillamook County Transportation District will make payment by the fifteenth (15th) day of the month following the completion of each month's services; services for a portion of a month will be prorated. If account balance is in arrears, advance payment may be required before further services are provided. Past due accounts may be charged interest at the rate of 1.5% of the Past Due amount per month.

Any alteration or deviation from the above term or specifications must be mutually agreed to, in writing, by the parties.

\*\* Except as provided below, or as otherwise provided by applicable law, Contractor shall defend and indemnify TCTD and its officers, employees, and agents from all claims arising from the Services, including claims arising from injury to any person or damage to property; breach of this Contract by Contractor; or violation of applicable law by Contractor. Contractor will not be responsible for claims resulting solely from the negligence or other wrongful acts or omissions of TCTD or TCTD's officers, employees, or agents.

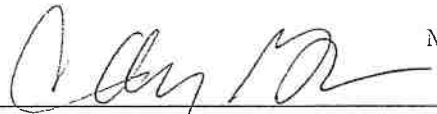
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\*\* Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers" employed to perform the Services. Before performing any Services, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage, or certify that no subject workers will perform Services.

\*\* At all times while Contractor is performing Services at the Premises, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy.

In the event either party files suit to enforce any term of this agreement, reasonable attorney fees and costs shall be paid to the prevailing party, including any attorney fees and costs incurred in any appellate proceeding.

Acceptance and participation are the same for everyone without regard to race, color, national origin, sex or handicap.

  
Marie Mills Center, Inc. Representative

MARIE MILLS CENTER, INC.  
5/9/19  
Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above agreement; for which the undersigned agrees to pay the amount mentioned in said agreement, and according to the terms thereof.

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

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# TCTD TRANSIT CENTER

## JOB COMPONENTS

### **TRANSIT CENTER**

*MONDAY THRU SATURDAY (DEC. JAN. FEB.)*

MONDAY THRU SUNDAY (MARCH THRU November)

Clean, Sanitize, sweep & mop floors, and restock restrooms (including walls and floors) in two bathrooms

Dust window sills and other flat surfaces

Wipe down seats in waiting area

Sweep and mop all resilient floors

Empty Trash

Clean all glass doors

### **ONE TIME PER WEEK**

*CLEAN OFFICE:*

Empty trash

Vacuum Carpet

Dust Flat surfaces (do not move papers on desk)

### **ONE TIME PER MONTH**

*WINDOWS*

CLEAN ALL GLASS WINDOWS AND DOORS INSIDE AND OUTSIDE UP TO 8 FEET

UPDATED 5/9/19

*Colo*

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

**Authorizing the General Manager )  
to Manager to Enter into Contract )  
With North Coast Lawn Services )**

**RESOLUTION NO. 19-08**

**WHEREAS**, the Tillamook County Transportation District is in need of landscaping services, as those described and advertised for public bid on March 26, 2019, by Invitation to Bid (ITB); and

**WHEREAS**, Contractor is qualified and desires to provide such services, and submitted a bid attached hereto as Attachment A, and incorporated herein by reference, to perform such services in response to the District's ITB; and

**WHEREAS**, the District wishes to enter into a contract with North Coast Lawn for a two-year contract to perform landscape maintenance services.

**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 two-year contract not to exceed \$19,260 with North Coast Lawn Services to perform landscape maintenance services at the TCTD Administrative Facility and Downtown Transit Visitor Center.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May 2019.

ATTEST:

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

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

## PROFESSIONAL SERVICES CONTRACT

This contract for professional services is entered into by and between TILLAMOOK COUNTY TRANSPORTATION DISTRICT, a special district of the State of Oregon, hereinafter referred to as DISTRICT, and **North Coast Lawn Services**, hereinafter called the CONTRACTOR to provide the services described in the District's Invitation to Bid (ITB) issued March 26, 2019, and the Proposal Response, due May 3, 2019 which by this reference are hereby made part of and incorporated herein. The following provisions shall comprise this contract:

### **I. SCOPE**

This Contract covers the personal services as described in ITB and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence upon contract execution on July 1, 2019 and continue through June 30, 2021.

### **II. COMPENSATION**

**A.** TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$19,500**.

**B.** The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

**1** The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

**2.** This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

**3.** If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

**C.** The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, TCTD, or Federal employee.

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D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

### III. FEDERAL CONTRACT SPECIAL CONDITIONS

#### A. Failure to Perform

TCTD may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
  - Reducing or withholding payment;
  - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
  - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event TCTD terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, TCTD may procure, upon such terms and in such manner as TCTD may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of TCTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of TCTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

#### **B. Termination for Convenience**

This contract may be terminated by either party upon at least thirty (30) days written notice to the other.

#### **C. Compliance with Applicable Law**

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368; (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

DISTRICT's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the

Services under the Contract, Contractor shall in writing request TCTD to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

**D. Reporting Requirements**

Contractor shall comply with the reporting requirements of TCTD including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

**E. Records Maintenance; Access.**

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

TCTD and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

**F. Patents; Copy Rights; Rights in Data**

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

**IV. CONSTRAINTS**

The CONTRACTOR agrees:

**A.** If the services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

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**B.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

**1.** CONTRACTOR shall:

**a.** Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

**b.** Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

**c.** Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.

**2.** If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

**3.** The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**4.** The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**5.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**6.** The CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries

to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

7. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

a. Reducing or withholding payment;

b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

8 All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

## V. OWNERSHIP

Upon fulfillment of the Contract Terms, DISTRICT will have legal title to, and rights to use the entirety of the documents, images, and data used to create the plan, (collectively referred to as "the work") without limitation. This includes the right to use the work in contexts including, but not limited to: (1) public relations, press releases, or publicity; (2) re-use or modification of the work; and (3) use as a teaching aid or continuing education tool.

## VI. INSURANCE REQUIREMENTS

### A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. TCTD, at its option, may require a complete copy of the above policy.

### B. AUTOMOBILE LIABILITY

Required by DISTRICT       Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of TCTD, its officers,

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commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. TCTD, at its option, may require a complete copy of the above policy.

**C. PROFESSIONAL LIABILITY**

Required by TCTD                       Not required by TCTD

**D. POLLUTION LIABILITY INSURANCE**

Required by TCTD                       Not required by TCTD

**E.** Such insurance shall provide sixty (60) days written notice to TCTD in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to TCTD under this insurance. This policy(s) shall be primary insurance as respects to TCTD. Any insurance or self-insurance maintained by TCTD shall be excess and shall not contribute to it.

**F.** If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**G.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

**H.** The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include TCTD as an additional insured. Proof of insurance must include a copy of the endorsement showing TCTD as a scheduled insured.

**I.** CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by TCTD.

**VII. SUBCONTRACTS**

The CONTRACTOR shall be responsible to TCTD for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

**VII. TERMINATION - AMENDMENT**

- A.** This Contract may be terminated by either party upon at least ten (10) days written notice to the other.
- B.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the TCTD.
- C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

North Coast Lawn  
PO Box 1002  
Tillamook, OR 97141

**Tillamook County Transportation District**  
3600 Third Street, Suite A  
Tillamook, OR 97141

By:

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

Approved as to Form

\_\_\_\_\_  
CCB License # (if applicable)

\_\_\_\_\_  
Oregon Business Registry

\_\_\_\_\_  
District Counsel

\_\_\_\_\_  
Entity Type/State of Formation

**EXHIBIT A**  
**DISTRICT ITB AND CONTRACTOR PROPOSAL**

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These additional scheduled services may be changed or re-scheduled due to weather conditions

Bark Dust: Mid-May: Transit Visitor Center

\$ 130

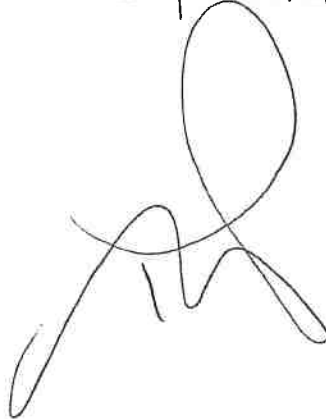
TCTD Operations Facility:

\$ 2520

**Timeline:** All price quotes must be received by TCTD by 5:00pm May 3, 2019. The TCTD Board of Directors will award the work on May 16<sup>th</sup> and after notification is given to all bidders the work will be awarded May 23<sup>rd</sup>. The company authorized to perform the work may begin work after June 1, 2019.

Please direct all questions and walk-through requests to Doug Pilant, TCTD General Manager by email at [dpilant@tillamookbus.com](mailto:dpilant@tillamookbus.com) or by telephone at 503-815-8283.

WE HAVE BEEN WORKING SINCE SUMMER  
2014 W/THE CURRENT PRICING



**EXHIBIT B**  
**INSURANCE CERTIFICATES**  
*(to be supplied at the time of contract execution)*

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

**Authorizing the General Manager )  
to Enter into an Agreement with )  
Columbia-Pacific Economic )  
Development District )**

**RESOLUTION NO. 19-09**

**WHEREAS**, the Tillamook County Transportation District (the District) is the fiscal agent for the NW Oregon Transit Alliance (NWOTA) and is authorized to enter into contracts on behalf of NWOTA; and

**WHEREAS**, the Columbia-Pacific Economic Development District (Col-Pac), a non-profit corporation, has provided administrative services to NWOTA; and

**WHEREAS**, Col-Pac is uniquely qualified to provide services to NWOTA based on Col-Pac's familiarity with the planning and development of the NWOTA project, NWOTA's planning and marketing goals and objectives, familiarity with the NW Oregon Area Commission on Transportation (NWACT) and ODOT Area Region 1 transportation project planning and funding processes and procedures.

**WHEREAS**, the District has determined that the services Col-Pac provides to NWOTA are only available from one source; and

**WHEREAS**, the District wishes to enter into a sole-source contract with Col-Pac and finds the terms of the contract are advantageous to NWOTA and the District.

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

that the Tillamook County Transportation District Board of Directors hereby authorizes the General Manager to enter into an agreement with Columbia-Pacific Economic Development District, on behalf of and as the fiscal agent for NWOTA, to provide administrative services to NWOTA for a term of three years, expiring June 30, 2022, and at a cost not to exceed \$75,000.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May, 2019.

ATTEST:

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

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

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Tillamook County Transportation District, hereinafter called "TCTD", serving as Fiscal Agent for the NW Oregon Transit Alliance, and Columbia-Pacific Economic Development District, a non-profit corporation of the State of Oregon, PO Box 534, Columbia City, OR 97018, hereinafter referred to as "Contractor" to provide administrative services for the NW Oregon Connector Alliance.

### WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date: This Agreement is effective July 1, 2019.
2. Completion Date: The completion date for the Agreement shall be no later than July 31, 2022.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Scope of Services, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Scope of Services and this Agreement, this Agreement shall control.
4. Consideration. The total amount of this Agreement shall not exceed \$75,000. Contractor shall invoice monthly for work performed at \$75/hour and expenses incurred at cost.
5. Permits—Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
6. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules.
7. Agreement Representatives. Agreement representatives for this Agreement shall be:

Tillamook County Transportation District  
Doug Pilant  
3600 Third Street, Suite A  
Tillamook, OR 97141

Columbia-Pacific EDD  
Mary McArthur  
PO Box 534  
Columbia City, OR 97018

All written correspondence shall be sent to the above addresses when written notification is necessary. Agreement representatives can be changed by providing written notice to the other party at the address listed.

8. Termination. This Agreement may be terminated by TCTD or Contractor upon thirty (30) days' written notice to the other party. In the event Contractor fails to perform the work in a manner satisfactory to TCTD or is in breach of this Agreement, this Agreement may be terminated upon notice from TCTD and a 10-day opportunity to

- cure. All costs incurred and fees earned by Contractor prior to that termination date shall be paid by TCTD not to exceed the maximum amount stated above and decreased by any additional costs incurred by TCTD to correct the work performed.
9. Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for the following purposes:
- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of the Agreement.
  - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to TCTD employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by the Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
  - C. 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.
10. Non-Assignment. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of TCTD.
11. Reports. Contractor shall provide TCTD with monthly reports about the progress of the project with the information as prescribed by TCTD through the NW Oregon Connector Alliance.
12. Statutory Provisions. Pursuant to the requirements of ORS 279B.220, the following terms and conditions are made a part of this Agreement:
- A. Contractor shall:
    - (1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Agreement.
    - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Agreement.
    - (3) Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.
    - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as such claim becomes due, Col-Pac may pay such claim to the person furnishing the labor or services and charge the

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amount the payment against funds due or to become due Contractor by reason of this Agreement.

- C. Any laborer employed for more than forty (40) hours in any one week shall be paid at least time and one-half for all overtime in excess of forty (40) hours a week, except individuals who are excluded under ORS 653.010 to 653.268 or under 29 U.S.C., Sections 201 to 209, from receiving overtime.
13. Hold Harmless. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any error, omission or other negligence by Contractor in the performance of this Agreement; and further agrees to indemnify, hold harmless and defend TCTD, its officers, agents, elected officials, and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.
  14. Contractor Not An Agent of TCTD. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of TCTD, and TCTD does not have the right of direction or control of the manner in which Contractor delivers services under this Agreement, and does not exercise any control over the activities of Contractor.
  15. Partnership. TCTD is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried on under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
  16. Insurance. At all times during the term of this Agreement, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy. Contractor shall notify TCTD immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any way.
  17. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, US military veteran status, disability, sexual orientation, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.
  18. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney's fees, expenses, costs and disbursement for said action, suit, proceeding or appeal.
  19. Non-Waiver. The failure of TCTD to enforce any provision of the Agreement shall not constitute a waiver by TCTD of that or any other provision of the Agreement.

20. Time of the Essence. The parties agree that time is of the essence in this Agreement.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. This Agreement shall be in the district or circuit courts of the State of Oregon for Tillamook County, located in Tillamook, Oregon.
23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
24. Entire Agreement. THIS AGREEMENT (INCLUDING EXHIBIT A) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OR TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

Tillamook County Transportation District (TCTD)   Columbia Pacific EDD  
(CONTRACTOR)

By: \_\_\_\_\_  
Doug Pilant, General Manager  
3600 Third St. Suite A  
Tillamook, OR 97141

By: \_\_\_\_\_  
Mary McArthur, Executive Director  
PO Box 534  
Columbia City, OR 97018

Taxpayer ID 93-1178553

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

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



EXHIBIT A  
Scope of Work

In conjunction with the NW Oregon Transit Alliance (NWOTA) funding partners, Contractor shall be responsible for completing the following NWOTA administrative activities:

1. Manage NWOTA Board meetings, administrative matters and public communications
2. Manage NWOTA professional services and grant contracts
3. Manage NWOTA strategic planning
4. In conjunction with NWOTA funding partners, assist in developing and writing new grant applications and/or funding proposals.

**MEMO TO: BOARD OF DIRECTORS**  
**FROM: DOUG PILANT, GENERAL MANAGER** *Doug*  
**SUBJECT: INCREASE FULLTIME DRIVER POSITIONS**

**Issue**

Shall the Board authorize the General Manager to convert two (2) part-time dial-a-ride driver positions into two (2) fulltime dial-a-ride driver positions to provide dedicated dial-a-ride service coverage in the TCTD North and South County Dial-a-Ride Zones?

**Background and Findings**

1. TCTD has been unable to sustain its volunteer dial-a-ride driver pool in the District's North and South County Zones.
2. Since May 2012, the District has been a Medicaid non-emergency medical transportation provider, which has enabled TCTD to employ employee paid dial-a-ride drivers in both the North and South County Zones.
3. In 2017, the Oregon Legislature passed the Transportation Preservation and Maintenance Bill (HB 2017) that established the Statewide Transportation Improvement Fund (STIF) to improve public transportation services throughout Oregon.
4. HB 2017 requires: a) STIF monies be distributed to a Qualified Entity (QE) whereas TCTD is the designated QE for Tillamook County; b) QE's are required to develop a STIF Plan that must be approved by ODOT and the Oregon Transportation Commission (OTC); and, c) The District developed a STIF Plan that was adopted by the TCTD Board of Director's in October 18, 2018 and approved by ODOT and the OTC in March of 2019.
5. TCTD was notified in April 2019 that it would be receiving at least \$164,865 STIF Formula monies by May 15, 2019, which is equal to the TCTD's 130% Plan.
6. TCTD's STIF 130% Plan includes converting two (2) part-time driver positions into two (2) full time positions that are both dedicated to providing service within the North and South County Dial-a-Ride Zones.
7. These two (2) Dial-a-Ride driver positions would begin with the District's next scheduled Shift Bid that goes into effect on June 2, 2019.

**Recommendation**

Staff recommends the Board approve Resolution 19-09 to authorize the General Manager to convert (2) Part Time Driver positions into two (2) Full time driver positions dedicated to providing dial-a-ride services in the North and South County Zones.

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

**In the Matter of Authorizing )  
the GM to Convert Two (2) )  
Part-time Driver Positions into )  
Two (2) Fulltime Driver Positions )**

**RESOLUTION NO. 19-10**

**WHEREAS**, with the passage of House Bill 2017 in 2017, the Oregon Legislature established the Statewide Transportation Improvement Fund (STIF) to finance investments and improvements in public transportation services, as described in ORS 184.751 et seq. and OAR Chapter 732, Division 040; and

**WHEREAS**, pursuant to ORS 184.758(4), to be eligible to receive STIF Formula Funds, a Qualified Entity shall prepare and submit a public transportation improvement plan, known as a STIF Plan under OAR 732-040-0005(32), to the Oregon Transportation Commission; and

**WHEREAS**, pursuant to ORS 184.761, an advisory committee appointed by the governing body of each Qualified Entity shall advise and assist the governing body in prioritizing plans or projects to be funded from the STIF Formula Funds; and

**WHEREAS**, TCTD developed a STIF Plan that was adopted by the Board of Directors on October 18, 2018 that included converting two (2) part time dial-a-ride drivers into (2) fulltime dial-a-ride drivers dedicated to providing dial-a-ride services in the North and South County Dial-a-Ride Zones; and

**WHEREAS**, the TCTD Fiscal Year 2018-19 Budget included STIF Formula monies to implement STIF service improvements; and

**THEREFORE, BE IT RESOLVED** by the Tillamook County Transportation District Board of Directors that the General Manager is authorized to create two (2) part-time driver positions.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May 2019.

ATTEST:

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

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

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BEFORE THE BOARD OF DIRECTORS  
OF THE  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General )  
Manager Execute Amendment )  
# 1 of Section 5311(f) ODOT )  
Grant Agreement No. 31972 )

RESOLUTION NO. 19-11

**WHEREAS**, the Tillamook County Transportation District ("District") has received a grant from the Oregon Department of Transportation ("ODOT") under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 31972; and

**WHEREAS**, ODOT allocated funding to the Tillamook County Transportation District for intercity service transit operations, preventative maintenance, marketing, planning and capital equipment purchases; and

**WHEREAS**, the Tillamook County Transportation District wishes to accept the ODOT grant to fund maintenance, operations, and capital needs for the intercity Salem transit route and the Portland route; and

**WHEREAS**, the ODOT Rail and Public Transit Division wishes to amend the terms of the grant by extending the effective date from July 1, 2017 to September 30, 2019 and increasing the project total to \$1,336,873; and

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

that the General Manager is authorized to amend ODOT Grant Agreement with the Oregon Department of Transportation to receive funding in the amount of \$758,436 through September 30, 2019, as provided for in the grant agreement with ODOT attached as Exhibit A to this resolution.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May 2019.

ATTEST:

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

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

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AMENDMENT NUMBER 1  
ODOT GRANT AGREEMENT NO. 31972  
Tillamook County Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Lane Transit District**, hereinafter referred to as **Recipient**, entered into an Agreement on **July 1, 2017**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the Agreement period and increase the grant amount to account for the Agreement expiring prior to Statewide Transportation Improvement Fund intercommunity agreement execution.

**Page 1, Agreement, Paragraph 1, which reads:**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** 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, 2019** (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 6.b.iv of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2017** 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 **September 30, 2019** (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 6.b.iv of this Agreement.

**Page 1, Agreement, Paragraph 3, which reads:**

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **1,188,748.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$684,374.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

**Shall be deleted in its entirety and replaced with the following:**

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$1,336,873.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$758,436.00** in Grant Funds for eligible costs described in Section 6 hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.

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This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

**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 St. NE  
Salem, OR 97301-4179  
1 (503) 986-3312  
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 \_\_\_\_\_ 05/13/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

Amendment changes to this Agreement are within the  
scope of the original or previously amended version;  
therefore, legal sufficiency review is exempt under OAR  
137-045-0050(2).

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**Revised Exhibit A  
 Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 2017-19 R2 TN/IC Tillamook Co. Transportation District 31972</b>				
<i>Vehicle Replacement Preventive Maintenance Operating</i>				
<b>Item #1: Bus STD 35ft</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$180,000.00	\$144,000.00	\$36,000.00	Local
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$50,000.00	\$40,000.00	\$10,000.00	Local
<b>Item #1: 50% Federal Share</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$480,680.00	\$240,340.00	\$240,340.00	Local
<b>Sub Total</b>	\$710,680.00	\$424,340.00	\$286,340.00	
<b>Project Title: 2017-19 R2 TN/IC Tillamook Co. Transportation District 31972</b>				
<i>Preventive Maintenance Operating</i>				
<b>Item #1: Preventative Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$70,000.00	\$56,000.00	\$14,000.00	Local
<b>Item #1: 50% Federal Share</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$556,194.00	\$278,097.00	\$278,097.00	Local
<b>Sub Total</b>	\$626,194.00	\$334,097.00	\$292,097.00	
<b>Grand Total</b>	<b>\$1,336,874.00</b>	<b>\$758,437.00</b>	<b>\$578,437.00</b>	

● 1. BACKGROUND

*The purpose of the Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing important space or time gaps, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.*

*Service Description*

*The Wave Tillamook - Portland Route 5 connects Portland and Tillamook, Oregon and is interlined with Greyhound.*

*The Coastal Connector Route 6 serves the Salem, Oregon intercity route, connecting at Grand Ronde, Oregon with Cherriots 2X route, 5 days a week, continuing on to Salem, Oregon on Saturday and Sunday. Coordination and planning with area transit agencies might result in bring the route into Salem 7 days a week. Recipient successfully negotiated an interline agreement with Greyhound. Implementation of the service plan will enable Greyhound passengers to book rides to destinations in Lincoln, Polk, Yamhill and Tillamook, Oregon counties through the Greyhound online mobile ticketing systems.*

**PROJECT DESCRIPTION**

*This Agreement includes the following projects.*

**OPERATIONS**

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*Provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Tillamook County, Oregon and surrounding areas and to support the administrative costs required to manage the service contract.*

#### **VEHICLE PURCHASE**

*Recipient shall purchase one category B vehicle as follows: vehicle useful life 10 years or 350,000 miles; approximate length 30-35 feet; estimated number of seats 25-35; estimated number of ADA securement stations two; fuel type diesel.*

*The following vehicle has been approved for replacement:*

*2009 Chevrolet American; VIN 1GBJ5V1989F407031*

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

#### **PREVENTIVE MAINTENANCE**

*Provide funding for preventive maintenance on vehicles and non-vehicle assets in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.*

*Preventive 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.*

#### **OPERATIONS**

*Provides funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in Tillamook County, Oregon and surrounding areas and to support the administrative costs required to manage the service contract.*

## **2. PROJECT DELIVERABLES, SCHEDULE and USE**

*This Agreement includes deliverables for the following projects.*

#### **VEHICLE PURCHASE**

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

*Expected order date: August 1, 2017.*

*Expected delivery date: May 31, 2018.*

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

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

*permission of State.*

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

#### **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.*

*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.*

*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), that keeps an asset within useful life (overhaul), or extends the useful life (rebuild) 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 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.*

#### **OPERATIONS**

*The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.*

*To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.*

*Recipient will inform State if there is a change in the service funded by this Agreement. Changes which impact the intercity characteristics of the service could result in the service becoming ineligible for funding under this Agreement. Recipient will market the services.*

*Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.*

### 3. PROJECT ACCOUNTING and MATCH

Project accounting and match requirements are described by project below.

#### VEHICLE PURCHASE

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

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

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

#### PREVENTIVE MAINTENANCE

Sources of funding that may be used as Recipient's matching funds 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 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.

#### OPERATIONS

In-kind contributions will be accepted as part of the matching share required for the project when such contributions meet all of the following criteria: the value of in-kind contributions is included in the net project cost at least to the extent it is used as local match; the contribution is an integral and necessary part of the project; contributions are documented; rates for volunteer contributions are consistent with those paid for similar work in the organization and community; and the value of donated space does not exceed the fair rental value of comparable space in a privately-owned building in the same locality.

Recipient will have no obligation to State regarding program income earned after the end of the project period, with the following exception: income earned during the project period, but paid after the end of the project period, will be used to further transit network program objectives. If the project ceases when this Agreement terminates, income earned during the project period, but paid after the end of the project period, will be used to reduce the net allowable costs on which the Agreement share of costs is based.

Income from fares, tickets and passes, if charged, either pre- or post-paid, will be deducted from the gross allowable operating cost in determining the net allowable costs on which the Agreement share of costs is based. To the extent that the project financed by this Agreement is also financed by other operating agreements, the fare income will be proportionally allocated to each of the agreements. All administrative and operating expenses incurred by the contractor are defined as operating expenses.

Administrative expenses directly incurred by Recipient may be treated as an operating expense or may be added to the net operating cost to determine the net project cost. The required local matching share will be subtracted from the net project expenses to determine

*the Agreement share of the project expense.*

*Generally accepted accounting principles and the Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Program income that may be used as Recipient's matching funds for this Agreement includes Special Transportation Formula funds, other local funds, service contract revenue, advertisement and other earned income, cash donations and other verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funds must be properly documented and reported to State. Recipient may not use passenger fares as matching funds.*

*Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.*

#### **4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will submit a quarterly transit network service report in digital format for the bus service directly supported by this Agreement. The appropriate form is available on State's website or by contacting the regional transit coordinator.*

#### **VEHICLE PURCHASE**

*Recipient will provide reporting information as prescribed by State on the vehicle purchased under this Agreement as long as the vehicle remains in public transportation service. Vehicle mileage must be reported annually on the report for the fourth quarter.*

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

#### **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.*

- Preventive Maintenance
- Operating

**Revised 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:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.509 (5311)</b>	<b>\$758,437.00</b>

<b>Administered By</b>
Rail and Public Transit Division 555 13th St. NE Salem, OR 97301-4179

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

**In the Matter of Authorizing )  
the GM to Execute ODOT )  
Section 5311 Grant )  
Agreement No. 33435 )**

**RESOLUTION NO. 19-12**

**WHEREAS**, the Tillamook County Transportation District ("District") has received a grant from the Oregon Department of Transportation ("ODOT") under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 33435; and

**WHEREAS**, the District Board of Directors wish to authorize the General Manager to execute ODOT Grant Agreement No. 33435 in the amount of \$790,716 on behalf of the District to aid in the financing of District operations; and

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

**Section 1.** The General Manager is hereby authorized to accept and execute, on behalf of the District, ODOT Grant Agreement No. 33435.

**Section 2.** This resolution is effective upon adoption.

INTRODUCED AND ADOPTED this 16<sup>th</sup> day of May 2019.

EFFECTIVE date of \_\_\_\_\_

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 **\$1,409,978.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$790,716.00** 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](mailto: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

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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](mailto: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](mailto: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](http://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.

#### 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

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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

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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

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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 \_\_\_\_\_ 05/06/2019

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

By \_\_\_\_\_  
Assistant Attorney General

Name \_\_\_\_\_ Marvin Fjordbeck by email  
(printed)

Date \_\_\_\_\_ 03/13/2017

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**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311 Tillamook County Transportation District 33435</b>				
<i>Operations</i>				
<b>Item #1: Operating Sliding Scale</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$1,409,978.00	\$790,716.00	\$619,262.00	Local
<b>Sub Total</b>	\$1,409,978.00	\$790,716.00	\$619,262.00	
<b>Grand Total</b>	<b>\$1,409,978.00</b>	<b>\$790,716.00</b>	<b>\$619,262.00</b>	

• **1. PROJECT DESCRIPTION**

*Provide funding for Recipient to provide general public deviated fixed route, demand response, and connector services in Tillamook County with connections to Sunset Empire Transportation District in Cannon Beach, Oregon; and Lincoln County Transportation Service District in Lincoln City, Oregon.*

*General public deviated fixed route, demand response, and connector services are provided seven days a week, 6:00 a.m. to 5:00 p.m.*

**2. PROJECT DELIVERABLES and TASKS**

*The service, schedule, days, hours and service type will be designed to meet the needs of the target population as determined by Recipient in consultation with the operator of service, the affected community members and stakeholders identified by Recipient.*

*To the extent possible, Recipient (and contractors, as applicable), will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users.*

*Recipient may amend the service design at any time in accordance with local demand, funding issues or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.*

*Recipient will market the services.*

*Recipient shall engage in a good faith effort to generate program income to help defray program costs. If program income is generated from federally-funded projects, that income must be reported to State.*

**3. PROJECT ACCOUNTING and MATCHING FUNDING**

*Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.*

*Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, Statewide Transportation Improvement 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*

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*total project expenses.*

*Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of service. Administrative expenses are reimbursable as operating expenses. The required local match share will be subtracted from the project expenses to determine the grant share of the project expense.*

#### **4. REPORTING and INVOICING REQUIREMENTS**

*State's obligation to disburse Grant Funds to Recipient under this Agreement is contingent upon the availability of appropriated funds from which payment can be made. Therefore, Grant Funds shall be disbursed according to the following disbursement schedule. This schedule is based on the standard Agreement term of two fiscal years, each running from July 1 through June 30.*

##### *Disbursement Schedule*

*First year maximum disbursement: no more than 50 percent of the total grant amount regardless of the amount of any reimbursement request. A partial payment may be made by State if Recipient requests more than this amount in the first fiscal year period.*

*Second year maximum disbursement: no more than 50 percent of the total grant amount plus any remaining portion from the first fiscal year period.*

**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:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.509 (5311)</b>	<b>\$790,716.00</b>

**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

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"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.

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**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](http://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](http://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.





## Tillamook County Transportation District

*"Connecting the community through sustainable transit services"*

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May 17, 2019

Paul Wyntergreen, City Manager  
City of Tillamook  
2211 3<sup>rd</sup> Street, Suite A  
Tillamook, OR 97141

RE: Transit Visitor Center

Dear Paul,

Pursuant to the commercial lease executed on December 1, 2009 and Addendum attached thereof, this letter is to formally provide the City of Tillamook written notice that Tillamook County Transportation District intends to exercise its "Option to Renew" the lease for an additional 10-years.

Sincerely,

Douglas Pilant,  
General Manager

