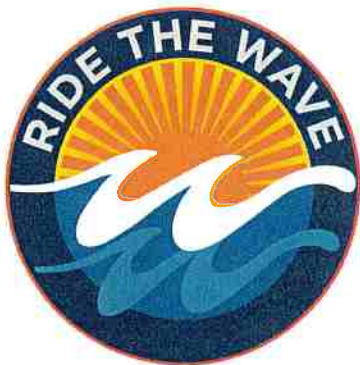


Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Dial-A-Ride
A Service of Tillamook County Transportation District

Thursday, September 19, 2019 at 6:30PM
Transportation Building
3600 Third Street, Tillamook, Oregon



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

Thursday, September 19, 2019

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
6. Executive Session, *Real Property Transaction* ORS 192.660(2)(e)
7. Presentation from Heidi Mason, Innova Lega Advisors

GENERAL MANAGERS REPORT

8. Financial Report (Pgs. 1-20)
9. Service Performance Report (Pgs. 21-25)
10. Northwest Oregon Transit Alliance (Pgs. 26-33)
11. Planning & Development
12. Grant Funding
13. Facility/Property Management
14. NW Rides Brokerage
15. Miscellaneous

CONSENT

16. Motion to Approve the Minutes of August 22, 2019 Regular Board Meeting (Pgs. 34-38)
17. Motion to Accept Financial Report: August 2019
18. Motion to Authorize the GM to Execute a Temporary Easement between the District and Tillamook County to install a bus stop shelter (Pgs. 39-45)

ACTION ITEMS

19. Resolution 19-25 In the Matter of Authorizing the GM to Execute an ODOT STIF Intercommunity Discretionary Grant # 33813 in the amount of \$432,000 to Provide Intercity Bus Service to Portland and Purchase a Category B Intercity Bus (Pgs. 46-65)
20. Resolution 19-26 In the Matter of Authorizing the GM to Execute an ODOT STIF Intercommunity Discretionary Grant # 33814 in the amount of \$134,640 to Improve the NWOTA Website Trip Planner (Pgs. 66-81)
21. Resolution 19-27 In the Matter of Authorizing the GM to Execute a \$288,000 ODOT STIF Discretionary Statewide Network Grant # 33788 for the Planning and Construction of an Alternative Fuels Fueling Station (Pgs. 82-97)
22. Resolution 19-28 In the Matter of Authorizing the GM to Execute ODOT Section 5311(f) Grant Agreement # 33822 in the amount of \$504,000 to Purchase a Category B Bus and Provide Intercity Bus Service Between Lincoln City and Salem (Pgs. 98-116)
23. Resolution 19-29 In the Matter of Authorizing the GM to Execute a Memorandum of Understanding Between TCTD and the Confederated Tribes of Siletz Indians to provide Intercity Bus Service Between Lincoln City and Salem (Pgs. 117-128)

Next regularly scheduled meeting to be held Thursday, October 24, 2019

24. Resolution 19-30 In the Matter of Authorizing the GM to Execute a Memorandum of Understanding Between TCTD and the Confederated Tribes of Grand Ronde to Provide Intercity Bus Service between Lincoln City and Salem (Pgs. 129-140)
25. Resolution 19-31 In the Matter of Authorizing the GM to Execute a Contract with Kittelson & Associates in the amount of \$48,836 to prepare a STIF Service Alternative Plan (Pgs. 141-176)
26. Resolution 19-32 In the Matter of Authorizing the GM to Amend the Terms of the TCTD and CareOregon Contract thru December 31, 2019 (Pgs. 177-179)
27. Resolution 19-33 In the Matter of Approving the Transit & Visitor Center Acquisition Plan and Authorizing the GM to Submit an OTIB Application in the Amount of \$50,000 to implement the Plan (Pgs. 180-184)

DISCUSSION ITEMS

28. Pay Equity and Staffing Analysis
29. Route Deviation Policy
30. Staff Comments/Concerns
31. Board of Directors Comments/Concerns
32. Adjournment

UPCOMING EVENTS

33. Strategic Plan Review, Thursday, October 17, 2019 @ 5:00pm



BOARD OF DIRECTORS – REGULAR MONTHLY MEETING
Tillamook County Transportation
AGENDA

Thursday, September 19, 2019

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

REGULAR MEETING

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Next regularly scheduled meeting to be held Thursday, October 24, 2019

Tillamook County Transportation District
 Normal Trial Balance
 From 8/31/2019 Through 8/31/2019

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account	248,626.20	
1006	Payroll Checking	10,224.61	
1009	NW RIDES ACCOUNT	648.14	
1011	Prop. Mgmt. Checking	53,456.16	
1020	LGIP - General Account	718,178.94	
1030	LGIP - Capital Reserve	674,071.67	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		1,705,405.72	0.00
		<hr/> <hr/>	<hr/> <hr/>
Report Difference		1,705,405.72	
		<hr/> <hr/>	

Tillamook County Transportation District
Financial Statement

From 8/1/2019 Through 8/31/2019

	Current		Current Year		Total Budget	Total Budget Variance	16%
	Period Actual	Period Budget	Actual	Budget			
Resources							
Working Capital					1,596,525.00	(1,596,525.00)	0.00%
Fares	3500 35,748.92	0.00	0.00	0.00	275,000.00	(210,052.35)	23.61%
Contract Revenue	4020 52,772.96	22,916.67	64,947.65	107,350.66	883,000.00	(775,649.34)	12.15%
Property Tax	4100 2,685.03	0.00	6,977.61	3,956.00	925,000.00	(918,022.39)	0.75%
Past Years Property Tax	4110 1,660.09	0.00	3,956.00	143,799.49	40,000.00	(36,044.00)	9.89%
State Timber Revenue	4120 143,799.49	0.00	23,822.35	85,000.00	250,000.00	(106,200.51)	57.51%
Mass Transit State Payroll Tax	4130 0.00	7,083.33	50,637.00	287,000.00	85,000.00	(61,177.65)	28.02%
STIF Formula	4135 50,637.00	0.00	0.00	0.00	320,000.00	(236,363.00)	17.64%
STIF Intercommunity	4136 0.00	0.00	0.00	0.00	149,000.00	(149,000.00)	0.00%
STIF Discretionary	4137 0.00	0.00	0.00	0.00	791,414.00	(791,414.00)	0.00%
Capital Grants	4210 0.00	197,854.00	0.00	0.00	370,000.00	(370,000.00)	0.00%
Grants - FTA 5311	4220 0.00	100,000.00	12,000.00	16,925.00	48,000.00	(36,000.00)	25.00%
NWOTA Partner Cont. Match	4225 12,000.00	0.00	0.00	0.00	67,700.00	(50,775.00)	25.00%
Grants - STF	4230 16,925.00	0.00	0.00	0.00	310,000.00	(310,000.00)	0.00%
Grants - 5311 (f)	4240 0.00	75,000.00	0.00	0.00	105,000.00	(105,000.00)	0.00%
Grants - 5310	4245 0.00	25,000.00	764.48	1,440.01	1,000.00	(235.52)	76.44%
Special Bus Operations	4300 47.78	83.33	1,440.01	6,256.25	1,000.00	440.01	144.00%
Miscellaneous Income	4400 1,440.01	83.33	0.00	0.00	10,000.00	(10,000.00)	0.00%
Sale of Assets - Income	4410 0.00	833.33	0.00	0.00	22,000.00	(15,743.75)	28.43%
Interest Income	4510 3,038.56	2,000.00	0.00	0.00	1,000.00	(1,000.00)	0.00%
Advertising Income	4520 0.00	83.33	3,800.00	1,055.74	23,000.00	(19,200.00)	16.52%
Lease Income	4900 1,900.00	1,500.00	0.00	0.00	7,000.00	(5,944.26)	15.08%
Lease Operational Exp Income	4910 518.07	541.67	12,000.00	22,000.00	22,000.00	(10,000.00)	54.54%
Transfer From General Fund	4911 12,000.00	0.00	0.00	0.00	0.00	0.00	

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 8/1/2019 Through 8/31/2019

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	16%
4915	0.00	0.00	0.00	11,835.00	(11,835.00)	0.00%
4916	0.00	0.00	0.00	46,786.00	(46,786.00)	0.00%
4917	3,000.00	0.00	3,000.00	3,000.00	0.00	100.00%
4918	0.00	0.00	0.00	915,842.00	(915,842.00)	0.00%
Total Resources	<u>338,172.91</u>	<u>518,562.32</u>	<u>458,732.24</u>	<u>7,567,102.00</u>	<u>(7,108,369.76)</u>	<u>6.06%</u>
Expenses						
Personnel Services						
5010	43,844.07	28,750.00	64,075.31	345,000.00	280,924.69	18.57%
5020	10,217.03	9,583.33	17,127.69	115,000.00	97,872.31	14.89%
5030	115,081.74	96,791.67	191,035.59	1,161,500.00	970,464.41	16.44%
5040	4,277.97	5,833.33	6,424.60	70,000.00	63,575.40	9.17%
5050	13,011.02	11,841.67	20,742.77	142,100.00	121,357.23	14.59%
5051	27,198.55	0.00	54,481.19	269,154.00	214,672.81	20.24%
5052	7,511.15	0.00	11,611.29	75,600.00	63,988.71	15.35%
5053	5,177.66	0.00	10,355.31	66,000.00	55,644.69	15.68%
5055	0.00	1,875.00	30,969.64	22,500.00	(8,469.64)	137.64%
Total Personnel Services	<u>226,319.19</u>	<u>154,675.00</u>	<u>406,823.39</u>	<u>2,266,854.00</u>	<u>1,860,030.61</u>	<u>17.95%</u>
Materials and Services						
5100	21,513.60	8,979.17	42,181.66	112,750.00	70,568.34	37.41%
5101	0.00	2,083.33	0.00	25,000.00	25,000.00	0.00%
5102	6,500.00	625.00	6,500.00	7,500.00	1,000.00	86.66%
5103	4,295.00	6,250.00	4,659.25	75,000.00	70,340.75	6.21%
5120	2,455.00	1,000.00	2,507.00	12,000.00	9,493.00	20.89%
5140	225.22	250.00	450.44	3,000.00	2,549.56	15.01%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 8/1/2019 Through 8/31/2019

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	16%
5145 Computer R&M	2,300.00	3,625.00	4,600.00	43,500.00	38,900.00	10.57%
5150 Fees & Licenses	837.40	2,708.33	1,337.39	35,500.00	34,162.61	3.76%
5160 Insurance	0.00	7,000.00	0.00	84,000.00	84,000.00	0.00%
5170 Office Expenses	577.08	1,083.33	974.50	13,000.00	12,025.50	7.49%
5175 Board Expenses	350.00	833.33	1,336.40	10,000.00	8,663.60	13.36%
5180 Operational Expenses	4,418.76	3,500.01	6,630.05	42,000.00	35,369.95	15.78%
5185 Drug & Alcohol Administration	0.00	125.00	250.00	1,500.00	1,250.00	16.66%
5190 Marketing	3,852.85	5,458.33	12,609.65	65,500.00	52,890.35	19.25%
5191 Website Re-Design	0.00	0.00	0.00	164,560.00	164,560.00	0.00%
5210 Telephone Expense	1,310.07	1,750.00	2,612.28	21,500.00	18,887.72	12.15%
5220 Travel & Training	1,394.03	3,125.00	2,187.99	37,500.00	35,312.01	5.83%
5240 Vehicle Expense	15,495.71	16,666.67	29,753.87	200,000.00	170,246.13	14.87%
5245 Fuel Expenses	23,262.15	29,166.67	46,296.23	350,000.00	303,703.77	13.22%
5260 Postage	132.96	125.00	232.96	1,500.00	1,267.04	15.53%
5270 Mgmt/Labor Recreation Fund	1,100.00	197.25	1,100.00	2,367.00	1,267.00	46.47%
5280 Transit & Visitor Center Lease	700.00	700.00	1,400.00	8,400.00	7,000.00	16.66%
5285 Transit & Visitor Center Maint	165.00	1,250.00	1,570.42	15,000.00	13,429.58	10.46%
5290 General Operating Cont.	0.00	9,708.33	0.00	116,500.00	116,500.00	0.00%
5300 Property Operating Expenses	2,053.55	2,041.67	3,269.11	24,500.00	21,230.89	13.34%
5330 Flex Lease: Fees	0.00	83.33	0.00	1,000.00	1,000.00	0.00%
5340 Property Maint. & Repair	2,060.93	1,083.33	3,542.84	13,000.00	9,457.16	27.25%
5346 Operations Facility Maint.	73.58	208.33	147.68	2,500.00	2,352.32	5.90%
Total Materials and Services	95,072.89	109,626.41	176,149.72	1,488,577.00	1,312,427.28	11.83%
Special Payments						
STF Payments to Recipients	0.00	300.00	5,229.00	20,914.00	15,685.00	25.00%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Financial Statement

From 8/1/2019 Through 8/31/2019

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	16%
STIF Payments to Recipients	0.00	0.00	1,250.00	5,000.00	3,750.00	25.00%
Total Special Payments	0.00	300.00	6,479.00	25,914.00	19,435.00	25.00%
Transfers						
Transfer to LGIP 5931	0.00	0.00	0.00	11,835.00	11,835.00	0.00%
Transfer to General Fund	3,000.00	0.00	3,000.00	864,476.00	861,476.00	0.34%
Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	12,000.00	0.00	12,000.00	161,000.00	149,000.00	7.45%
Reserve for Future Expenditure	0.00	0.00	0.00	595,835.00	595,835.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	596,520.00	596,520.00	0.00%
Total Transfers	15,000.00	0.00	15,000.00	2,239,666.00	2,224,666.00	0.67%
Capital Outlay						
Debt Service						
Flex Lease: Principal	0.00	4,166.67	0.00	50,000.00	50,000.00	0.00%
Flex Lease: Interest	0.00	1,250.00	0.00	15,000.00	15,000.00	0.00%
PUD Loan Expense	602.58	416.67	1,205.16	5,000.00	3,794.84	24.10%
OTIB Debt Service	13,155.22	0.00	13,155.22	29,591.00	16,435.78	44.45%
Total Debt Service	13,757.80	5,833.34	14,360.38	99,591.00	85,230.62	14.42%
Capital Purchases						
Building Repair & Renovation	0.00	0.00	0.00	22,500.00	22,500.00	0.00%
Admin. Expenses- Renovation	0.00	0.00	0.00	7,500.00	7,500.00	0.00%
Bus Replacement/Addition	0.00	0.00	0.00	900,000.00	900,000.00	0.00%
Van Replacement/Addition	0.00	0.00	0.00	75,000.00	75,000.00	0.00%
Computer Upgrade	0.00	416.67	54.83	5,000.00	4,945.17	1.09%
Fuel Cell Tirangulation Point	0.00	500.00	0.00	6,000.00	6,000.00	0.00%
Bus Stop Signage/Shelters	0.00	2,500.00	0.00	30,000.00	30,000.00	0.00%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement
From 8/1/2019 Through 8/31/2019

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	16%
6050	7,091.93	0.00	10,566.93	400,500.00	389,933.07	2.63%
Other Capital Projects	7,091.93	3,416.67	10,621.76	1,446,500.00	1,435,878.24	0.73%
Total Capital Purchases	20,849.73	9,250.01	24,982.14	1,546,091.00	1,521,108.86	1.62%
Total Capital Outlay	357,241.81	273,851.42	629,434.25	7,567,102.00	6,937,667.75	8.32%
Total Expenses						

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Tillamook County Transportation District
Financial Statement

From 8/1/2019 Through 8/31/2019

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	16%
Resources						
NWR Revenue	665,818.62	262,500.00	945,816.88	3,150,000.00	(2,204,183.12)	30.02%
Miscellaneous Income	0.00	29,166.67	0.00	350,000.00	(350,000.00)	0.00%
Total Resources	<u>665,818.62</u>	<u>291,666.67</u>	<u>945,816.88</u>	<u>3,500,000.00</u>	<u>(2,554,183.12)</u>	<u>27.02%</u>
Expenses						
Personnel Services						
Payroll: Administration	27,427.36	26,250.00	44,789.88	315,000.00	270,210.12	14.21%
Payroll: Indirect	0.00	1,000.00	0.00	12,000.00	12,000.00	0.00%
Payroll Expense	2,302.96	6,250.00	3,603.28	75,000.00	71,396.72	4.80%
Payroll Healthcare	6,511.70	0.00	14,789.33	15,000.00	210.67	98.59%
Payroll Retirement	970.13	0.00	1,880.05	2,000.00	119.95	94.00%
Payroll Veba	379.38	0.00	758.76	2,000.00	1,241.24	37.93%
Workers Compensation Ins.	0.00	0.00	205.54	0.00	(205.54)	0.00%
Total Personnel Services	<u>37,591.53</u>	<u>33,500.00</u>	<u>66,026.84</u>	<u>421,000.00</u>	<u>354,973.16</u>	<u>15.68%</u>
Materials and Services						
Professional Services	79.50	1,666.67	79.50	20,000.00	19,920.50	0.39%
Dues & Subscriptions	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
Office Equipment R&R	225.22	208.33	650.39	2,500.00	1,849.61	26.01%
Computer R&M	700.00	1,250.00	1,400.00	15,000.00	13,600.00	9.33%
Fees & Licenses	10,024.99	166.67	10,024.99	2,000.00	(8,024.99)	501.24%
Insurance	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Office Expenses	607.89	1,150.00	774.90	13,800.00	13,025.10	5.61%
Operational Expenses	133.45	208.33	133.45	2,500.00	2,366.55	5.33%
Marketing	35.00	0.00	35.00	0.00	(35.00)	0.00%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement
From 8/1/2019 Through 8/31/2019

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	16%
5210 Telephone Expense	1,910.78	1,666.67	3,542.97	20,000.00	16,457.03	17.71%
5220 Travel & Training	206.76	750.00	206.76	9,000.00	8,793.24	2.29%
5260 Postage	34.95	416.67	44.90	5,000.00	4,955.10	0.89%
5265 Purchased Transportation	94,512.01	200,000.00	350,416.89	2,400,000.00	2,049,583.11	14.60%
5266 Member Mileage Reimbursement	19,000.00	15,833.33	40,800.00	190,000.00	149,200.00	21.47%
5267 Volunteer Mileage Reimburse	53,484.38	29,166.67	56,684.38	350,000.00	293,315.62	16.19%
5281 Office Rent	0.00	400.00	400.00	4,800.00	4,400.00	8.33%
5300 Property Operating Expenses	0.00	75.00	76.63	900.00	823.37	8.51%
Total Materials and Services	180,954.93	253,250.01	465,270.76	3,039,000.00	2,573,729.24	15.31%
Capital Outlay						
Capital Purchases						
Ecolane Investment	0.00	3,333.33	0.00	40,000.00	40,000.00	0.00%
Total Capital Purchases	0.00	3,333.33	0.00	40,000.00	40,000.00	0.00%
Total Capital Outlay	0.00	3,333.33	0.00	40,000.00	40,000.00	0.00%
Total Expenses	218,546.46	290,083.34	531,297.60	3,500,000.00	2,968,702.40	15.18%



Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 8/1/2019 Through 8/31/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
14640	8/7/2019	382.25	ADP, LLC	ADP PAYROLL SERVICES
14641	8/7/2019	245.76	ALSCO - Portland Linen	MATT SERVICE
14642	8/7/2019	48.72	BRENT OLSON	MILEAGE TO LINCOLN CITY/OPERATIONS
14643	8/7/2019	185.00	Burden's Muffler & Towing	BUS 200 TOW
14644	8/7/2019	159.01	CAR CARE SPECIALISTS, INC.	DEF
14645	8/7/2019	1,296.00	CHRISSEY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
14646	8/7/2019	700.00	City Of Tillamook	TRANSIT CENTER LEASE
14647	8/7/2019	103.51	COMCAST	CABLE FOR SALEM OFFICE
14648	8/7/2019	626.40	COUNTRY MEDIA	ADVERTISING/BOARD MEETINGS
14649	8/7/2019	95.00	DAVID WHEELER	CDL PHYSICAL
14650	8/7/2019	127.70	CENTURYLINK	TELEPHONE
14651	8/7/2019	1,350.50	JORDAN SCHRADER RAMIS, PC	LEGAL
14652	8/7/2019	1,290.42	Marie Mills Center, Inc	JANITORIAL AT TRANSIT CENTER
14653	8/7/2019	95.00	DONALD ANDERSON	CDL PHYSICAL
14654	8/7/2019	115.00	North Coast Lawn	LAWN MAINTENANCE AT 3RD ST / TRANSIT CENTER
14655	8/7/2019	43.26	Office Depot Credit Plan	PAPER & FOLDER DIVIDERS
14655	8/7/2019	17.70	Office Depot Credit Plan	SCHEDULE HOLDER/OPERATIONS
14656	8/7/2019	6.00	OR DEPT OF MOTOR VEHICLES	DRIVER RECORDS
14657	8/7/2019	393.59	PACIFIC CITY SUN	SHUTTLE SCHEDULE & DAR ADS
14658	8/7/2019	1,139.34	PETROCARD INC.	FUEL
14659	8/7/2019	95.00	ROGER LEWIS	CDL PHYSICAL
14660	8/7/2019	364.25	Ronald Pimentel	TRANSIT DEVELOPMENT PLANNIN
14661	8/7/2019	29.51	Rosenberg Builders Supply	SHOP SUPPLIES
14662	8/7/2019	20,764.17	Sheldon Oil Distributors	FUEL
14663	8/7/2019	49.95	VANIR BROADBAND, INC.	INTERNET
14664	8/7/2019	274.56	VERIZON	TABLET DATA
14665	8/12/2019	231.48	Fred Meyer Customer Charges	CARD CHARGES
14666	8/12/2019	1,771.08	CARDMEMBER SERVICE	JULY CHARGES
14667	8/14/2019	1,271.45	BOB'S AUTO & TRUCK PAINTING	BUS 29 SIDE WINDOW REPAIR
14668	8/14/2019	64.96	BRENT OLSON	MILEAGE TO LINCOLN CITY/MTG W/DRIVER
14669	8/14/2019	939.10	Advance Auto Parts	SHOP SUPPLY AND INVENTORY
14669	8/14/2019	2,267.97	Advance Auto Parts	SHOP SUPPLY AND INVENTORY
14670	8/14/2019	667.00	Coast Printing & Stationery	FAIR HANDOUT AND RT 1 SCHEDU
14671	8/14/2019	850.00	CoastCom, Inc.	TELEPHONE
14672	8/14/2019	75.57	O'REILLY AUTOMOTIVE STORES	INVENTORY/CAPSULE
14672	8/14/2019	125.30	O'REILLY AUTOMOTIVE STORES	BRAKE ROTOR AND SEALS
14672	8/14/2019	(35.00)	O'REILLY AUTOMOTIVE STORES	RETURN
14673	8/14/2019	52.54	Dish	DISH
14674	8/14/2019	101.88	FleetPride, Inc.	SHOP INVENTORY
14675	8/14/2019	2,300.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
14675	8/14/2019	324.50	GenXsys Solutions, LLC	COMPUTER SUPPORT/LICENSE
14676	8/14/2019	95.00	JERRY BOND	CDL PHYSICAL
14677	8/14/2019	49.88	KATHLEEN SCHWABE	MILEAGE FOR I SHIFT
14678	8/14/2019	500.00	KDEP-FM/KTIL-FM/KTIL-AM	ADVERTISING
14679	8/14/2019	2,654.10	LES SCHWAB WAREHOUSE CENTER	TIRES
14680	8/14/2019	5,196.95	McCOY FREIGHTLINER	BUS 301 BATTERY, STARTER ISSU
14681	8/14/2019	4,295.00	NELSON NYGAARD	PLANNING
14682	8/14/2019	39.54	NORTHSIDE FORD	INVENTORY
14683	8/14/2019	14.57	Office Depot Credit Plan	OFFICE SUPPLIES
14684	8/14/2019	393.59	PACIFIC CITY SUN	08/02/19 SHUTTLE SCHEDULE ANI DAR ADS
14685	8/14/2019	20.00	PAUL NORTON	PURCHASED FUEL FOR BUS 34
14686	8/14/2019	315.00	Prevailing Communications	RADIO REPAIR
14687	8/14/2019	486.00	Prevailing Communications	RADIO/BUSSES

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Tillamook County Transportation District

Check/Voucher Register
 1001 - General Checking Account
 From 8/1/2019 Through 8/31/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
14688	8/14/2019	105.00	PINPOINT STITCHES AND INK LLC	UNIFORMS
14689	8/14/2019	4,670.68	TILLAMOOK ELECTRONIC SUPPLY	BOARD ROOM-LOW VOLTAGE PRC
14690	8/14/2019	609.22	Tillamook Motor Co.	VAN 107 REPLACE BRAKES
14691	8/14/2019	60.00	TILLAMOOK COUNTY SHOPPER, LLC	ADVERTISING
14691	8/14/2019	108.00	TILLAMOOK COUNTY SHOPPER, LLC	ADVERTISING
14691	8/14/2019	60.00	TILLAMOOK COUNTY SHOPPER, LLC	BOARD EXPENSE MEETING NOTIC
14691	8/14/2019	60.00	TILLAMOOK COUNTY SHOPPER, LLC	ADVERTISING
14692	8/14/2019	324.90	Western Bus Sales	INVENTORY
14693	8/22/2019	447.05	ADP, LLC	payroll services
14694	8/22/2019	80.20	ARAMARK	UNIFORM
14694	8/22/2019	56.96	ARAMARK	UNIFORMS
14695	8/22/2019	48.72	BRENT OLSON	MILEAGE/EMPLOYEE MEETING
14696	8/22/2019	5,532.50	Bullard Law, P.C.	ATU BARGAINING
14697	8/22/2019	56.84	CATHY BOND	MILEAGE/TRAINING
14698	8/22/2019	1,296.00	CHRISSEY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
14699	8/22/2019	700.00	City Of Tillamook	TRANSIT CENTER LEASE
14700	8/22/2019	186.76	CLAYTON NORRBOM	MILEAGE/TRAINING
14701	8/22/2019	20.00	Coast Printing & Stationery	HAND TALLY COUNTER
14702	8/22/2019	95.44	CRYSTAL AND SIERRA SPRINGS	WATER
14703	8/22/2019	71.34	DAVID WHEELER	MILEAGE/OPERATIONS
14704	8/22/2019	1,100.00	DEBBIE D'S	COMPANY PICNIC
14705	8/22/2019	135.56	CENTURYLINK	PHONES
14706	8/22/2019	487.70	Fred Meyer Customer Charges	CARD CHARGES
14707	8/22/2019	50.00	Gary A. Hanenkrat	08222019 MEETING
14708	8/22/2019	7,245.00	INNOVA LEGAL ADVISORS	LEGAL
14709	8/22/2019	50.00	JACKIE EDWARDS	082219 MEETING
14710	8/22/2019	50.00	JIM HUFFMAN	082219 MEETING
14711	8/22/2019	50.00	JUDY RIGGS	082219 MEETING
14712	8/22/2019	97.44	KATHLEEN SCHWABE	MILEAGE/OPERATIONS
14713	8/22/2019	50.00	Linda Adler	082219 MEETING
14714	8/22/2019	53.50	MAC TOOLS DISTRIBUTING	SHOP INVENTORY
14715	8/22/2019	50.00	MARTY HOLM	08222019 MEETING
14716	8/22/2019	90.90	McCOY FREIGHTLINER	INVENTORY
14716	8/22/2019	5.98	McCOY FREIGHTLINER	INVENTORY
14717	8/22/2019	50.00	MELISSA CARLSON-SWANSON	082219 MEETING
14718	8/22/2019	115.00	North Coast Lawn	LANDSCAPING
14719	8/22/2019	1,000.00	NATHAN LEVIN	SEPTEMBER LEASE
14720	8/22/2019	1,708.00	NU-WAY PRINTING	MONTHLY BUS PASSES
14721	8/22/2019	60.72	Office Depot Credit Plan	OFFICE SUPPLIES/PAPER
14721	8/22/2019	(35.87)	Office Depot Credit Plan	RETURN
14721	8/22/2019	(24.85)	Office Depot Credit Plan	RETURN
14722	8/22/2019	2,100.00	Oregon Transit Association	DUES
14723	8/22/2019	393.59	PACIFIC CITY SUN	payables
14724	8/22/2019	335.15	Pacific Office Automation	COPIES
14725	8/22/2019	80.90	PACIFIC SOURCE	FSA/FEES
14726	8/22/2019	1,312.53	PETROCARD INC.	fuel
14727	8/22/2019	225.22	Pacific Office Automation	COPIER LEASE
14728	8/22/2019	2,421.25	RJ'S LOCK & KEY LLC	BUILDING SECURITY/LOCKS/KEYS
14729	8/22/2019	95.00	STEVE SCHWABE	CDL
14730	8/22/2019	615.00	Tillamook County Fair	FAIR
14731	8/22/2019	355.00	Tillamook Chamber of Commerce	MEMBERSHIP DUES
14732	8/22/2019	42.00	TILLAMOOK DIESEL REPAIR	BUS 30 DOT INSPECTION
14732	8/22/2019	924.00	TILLAMOOK DIESEL REPAIR	BUS 18 LABOR
14733	8/22/2019	42.61	Tillamook PUD	ELECTRIC/LARGE BUS BARN
14733	8/22/2019	30.97	Tillamook PUD	ELECTRIC/SMALL BUS BARN
14734	8/22/2019	260.00	TRANSPORT WISDOM, LTD	CDL TESTS
14735	8/22/2019	6,500.00	TRILLIUM SOLUTIONS, INC.	NWOTA WEBSITE MAINTENANCE

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 8/1/2019 Through 8/31/2019

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
14736	8/22/2019	309.60	WEST COAST EXHAUST	BUS 300 PM SVC/REPLACE TIRES
14736	8/22/2019	216.00	WEST COAST EXHAUST	BUS 203 BRAKES
14736	8/22/2019	144.00	WEST COAST EXHAUST	BUS 34 OIL CHANGE
14736	8/22/2019	324.00	WEST COAST EXHAUST	BUS 201 PM SVC/BRAKES
14737	8/22/2019	<u>50.00</u>	ZWALD INDUSTRIAL SERVICES	BACKFLOW TEST AT TRANSIT CEN
Report Total		<u>98,820.57</u>		

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Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 8/1/2019 Through 8/31/2019

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5525	8/2/2019	Michaelene M Lyski
5525	8/2/2019	Michaelene M Lyski
5526	8/2/2019	Michaelene M Lyski
5527	8/2/2019	HRA VEBA TRUST
5528	8/8/2019	SPECIAL DISTRICTS INS. SERVICE
5529	8/8/2019	PACIFIC SOURCE
5530	8/22/2019	JAMES M. PALMER
5531	8/30/2019	ATU LOCAL #757

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Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 8/1/2019 Through 8/31/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2088	8/7/2019	1,120.00	COLUMBIA COUNTY RIDER	provider transportation
2088	8/7/2019	5,362.40	COLUMBIA COUNTY RIDER	NWR
2089	8/7/2019	11,768.95	K & M MEDIVAN	NWR
2089	8/7/2019	12,228.09	K & M MEDIVAN	NWR
2089	8/7/2019	12,884.69	K & M MEDIVAN	NWR
2090	8/7/2019	9,878.50	MEDIX AMBULANCE	NWR
2090	8/7/2019	11,294.00	MEDIX AMBULANCE	NWR
2090	8/7/2019	7,114.50	MEDIX AMBULANCE	JUNE 2019
2090	8/7/2019	9,318.50	MEDIX AMBULANCE	JUNE 2019
2091	8/7/2019	5,265.80	METRO WEST	JUNE 2019
2091	8/7/2019	17,464.30	METRO WEST	ACCOUNT TRUE UP/PROVIDER TRANSPORTATION
2092	8/7/2019	1,093.75	MTN RETREAT SECURE TRANSPORT	JUNE NWR
2093	8/7/2019	11,731.46	RYANS TRANSPORTATION SERVICE	NWR
2093	8/7/2019	10,860.79	RYANS TRANSPORTATION SERVICE	NWR
2094	8/7/2019	610.00	SUNSET EMPIRE TRANSIT	JUNE 2019
2094	8/7/2019	610.00	SUNSET EMPIRE TRANSIT	JUNE 2019
2094	8/7/2019	666.00	SUNSET EMPIRE TRANSIT	JUNE 2019
2094	8/7/2019	900.00	SUNSET EMPIRE TRANSIT	JUNE 2019
2096	8/7/2019	655.18	TILLAMOOK CNTY TRANS. DIST.	JUNE NWR PAYROLL TAX
2096	8/7/2019	10,896.75	TILLAMOOK CNTY TRANS. DIST.	NWR
2096	8/7/2019	662.79	TILLAMOOK CNTY TRANS. DIST.	JUNE NWR PAYROLL TAX
2096	8/7/2019	8,661.75	TILLAMOOK CNTY TRANS. DIST.	NWR
2096	8/7/2019	12,315.50	TILLAMOOK CNTY TRANS. DIST.	provider transportation
2096	8/7/2019	9,439.42	TILLAMOOK CNTY TRANS. DIST.	JUNE NWR PAYROLL
2096	8/7/2019	12,294.50	TILLAMOOK CNTY TRANS. DIST.	provider transportation
2096	8/7/2019	11,260.00	TILLAMOOK CNTY TRANS. DIST.	NWR
2096	8/7/2019	9,295.51	TILLAMOOK CNTY TRANS. DIST.	JUNE NWR PAYROLL
2096	8/7/2019	9,741.75	TILLAMOOK CNTY TRANS. DIST.	NWR
2096	8/7/2019	8,549.25	TILLAMOOK CNTY TRANS. DIST.	JULY NWR
2096	8/7/2019	9,356.34	TILLAMOOK CNTY TRANS. DIST.	070519 NWR PR
2096	8/7/2019	9,816.25	TILLAMOOK CNTY TRANS. DIST.	JULY NWR
2096	8/7/2019	9,306.50	TILLAMOOK CNTY TRANS. DIST.	071919 nwr pr
2096	8/7/2019	8,292.73	TILLAMOOK CNTY TRANS. DIST.	JUNE NWR REGENCE
2096	8/7/2019	476.46	TILLAMOOK CNTY TRANS. DIST.	JUNE RENT & UTILITIES
2096	8/7/2019	1,777.83	TILLAMOOK CNTY TRANS. DIST.	JUNE NWR VEBA
2096	8/7/2019	9,566.93	TILLAMOOK CNTY TRANS. DIST.	payroll/benefits
2096	8/7/2019	692.18	TILLAMOOK CNTY TRANS. DIST.	JUNE TRUE UP NWR
2096	8/7/2019	1,026.00	TILLAMOOK CNTY TRANS. DIST.	VOUCHER/PASSES
2097	8/7/2019	17,100.25	WAPATO SHORES	JUNE 2019
2097	8/7/2019	16,887.75	WAPATO SHORES	JUNE 2019
2097	8/7/2019	1,330.00	WAPATO SHORES	JUNE 2019
2098	8/7/2019	2,639.00	WILLAMETTE VALLEY TRANSPORT	JUNE NWR
2099	8/7/2019	9,531.60	K & M MEDIVAN	JULY 2019
2100	8/12/2019	48.90	Fred Meyer Customer Charges	CARD CHARGES
2101	8/12/2019	9,183.28	RYANS TRANSPORTATION SERVICE	JULY NWR
2101	8/12/2019	11,696.19	RYANS TRANSPORTATION SERVICE	JULY NWR
2101	8/12/2019	12,151.24	RYANS TRANSPORTATION SERVICE	JULY 2019
2101	8/12/2019	12,105.08	RYANS TRANSPORTATION SERVICE	JULY 2019
2102	8/12/2019	120.55	CARDMEMBER SERVICE	JULY CHARGES
2103	8/12/2019	9,268.00	WAPATO SHORES	JULY NWR
2103	8/12/2019	19,704.00	WAPATO SHORES	JULY NWR
2103	8/12/2019	18,118.50	WAPATO SHORES	JULY 2019
2103	8/12/2019	18,880.50	WAPATO SHORES	JULY 2019
2104	8/14/2019	1,355.80	AAA RIDE ASSIST	JULY NWR
2104	8/14/2019	1,333.32	AAA RIDE ASSIST	JULY NWR
2104	8/14/2019	1,794.00	AAA RIDE ASSIST	JULY 2019

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Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 8/1/2019 Through 8/31/2019

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2104	8/14/2019	2,094.64	AAA RIDE ASSIST	JULY 2019
2105	8/14/2019	374.00	COMMUNITY AMBULANCE	JULY NWR
2106	8/14/2019	1,879.49	COLUMBIA MEDICAL	JULY 2019
2106	8/14/2019	1,896.10	COLUMBIA MEDICAL	JULY 2019
2107	8/14/2019	8,212.40	K & M MEDIVAN	JULY 2019
2107	8/14/2019	11,128.65	K & M MEDIVAN	JULY 2019
2107	8/14/2019	9,990.00	K & M MEDIVAN	JULY 2019
2108	8/14/2019	10,519.00	MEDIX AMBULANCE	JULY 2019
2108	8/14/2019	6,041.50	MEDIX AMBULANCE	JULY NWR
2108	8/14/2019	9,209.00	MEDIX AMBULANCE	JULY NWR
2108	8/14/2019	7,892.50	MEDIX AMBULANCE	JULY 2019
2108	8/14/2019	175.00	MEDIX AMBULANCE	after hours service
2109	8/14/2019	6,568.40	METRO WEST	JULY 2019
2110	8/14/2019	463.00	SUNSET EMPIRE TRANSIT	JULY 2019
2110	8/14/2019	755.00	SUNSET EMPIRE TRANSIT	JULY 2019
2110	8/14/2019	436.00	SUNSET EMPIRE TRANSIT	JULY 2019
2110	8/14/2019	356.00	SUNSET EMPIRE TRANSIT	JULY 2019
2111	8/14/2019	10,317.25	TILLAMOOK CNTY TRANS. DIST.	NWR TCTD
2111	8/14/2019	10,390.25	TILLAMOOK CNTY TRANS. DIST.	NWR TCTD
2111	8/14/2019	7,335.75	TILLAMOOK CNTY TRANS. DIST.	NWR TCTD
2111	8/14/2019	11,446.20	TILLAMOOK CNTY TRANS. DIST.	080219 PAYROLL
2112	8/14/2019	3,805.00	WILLAMETTE VALLEY TRANSPORT	JULY 2019
2113	8/14/2019	341.80	ALFREDO EVANGELISTA	VOLUNTEER
2114	8/14/2019	2,567.70	ALICE CONLEY	VOLUNTEER
2115	8/14/2019	1,448.88	CoastCom, Inc.	TELEPHONE
2116	8/14/2019	10,000.00	ECOLANE USA, INC.	ECOLANE ANNUAL MAINTENANCE 2019-june 2020
2117	8/14/2019	700.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
2118	8/14/2019	1,933.74	JANNA SMITH	VOLUNTEER
2119	8/14/2019	2,334.28	JOHN REKART JR	VOLUNTEER
2120	8/14/2019	1,339.36	JOY WINKELHAKE	VOLUNTEER
2121	8/14/2019	2,955.46	KANDIS LIDAY	VOLUNTEER
2122	8/14/2019	939.00	LEANN CHUINARD	VOLUNTEER
2123	8/14/2019	30.36	Office Depot Credit Plan	OFFICE SUPPLIES
2123	8/14/2019	35.87	Office Depot Credit Plan	OFFICE SUPPLIES
2123	8/14/2019	35.87	Office Depot Credit Plan	OFFICE SUPPLIES
2124	8/14/2019	2,921.78	SEAN REKART	VOLUNTEER
2125	8/14/2019	476.63	TILLAMOOK CNTY TRANS. DIST.	JULY RENT AND UTILITIES
2126	8/14/2019	2,623.99	VAL HOLYOAK	VOLUNTEER
2127	8/14/2019	2,127.10	WILLIAM NERENBERG	VOLUNTEER
2127	8/14/2019	957.60	WILLIAM NERENBERG	volunteer
2128	8/22/2019	85.00	CRYSTAL AND SIERRA SPRINGS	WATER
2129	8/22/2019	5,013.40	ELLIOTT'S MEDICAL TRANSPORT	NWR
2130	8/22/2019	340.21	Fred Meyer Customer Charges	CARD CHARGES
2131	8/22/2019	890.10	COLUMBIA MEDICAL	NWR
2131	8/22/2019	601.18	COLUMBIA MEDICAL	NWR
2132	8/22/2019	4,684.00	MEDIX AMBULANCE	NWR
2132	8/22/2019	3,495.00	MEDIX AMBULANCE	NWR
2132	8/22/2019	215.00	MEDIX AMBULANCE	AFTER HOURS PHONES
2133	8/22/2019	142.81	Pacific Office Automation	COPIES/NWR
2134	8/22/2019	225.22	Pacific Office Automation	COPIER LEASE
2135	8/22/2019	6,121.21	RYANS TRANSPORTATION SERVICE	NWR
2135	8/22/2019	7,399.02	RYANS TRANSPORTATION SERVICE	NWR
2136	8/22/2019	12,974.00	WAPATO SHORES	NWR
2136	8/22/2019	5,087.00	WAPATO SHORES	NWR

Report Total

639,831.01

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Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 8/1/2019 Through 8/31/2019

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4224	8/7/2019	400.00	CHRISSY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
4225	8/7/2019	456.91	Marie Mills Center, Inc	JANITORIAL AT 3RD STREET
4226	8/7/2019	425.00	North Coast Lawn	LAWN MAINTENANCE AT 3RD ST / TRANSIT CENTER
4227	8/7/2019	377.54	TILLAMOOK CITY UTILITIES	WATER & SEWER
4228	8/7/2019	166.95	CITY SANITARY SERVICE	GARBAGE
4229	8/22/2019	300.00	CHRISSY'S CLEANING SERVICE	JANITORIAL AND BUS CLEANING
4230	8/22/2019	889.00	Columbia Fire & Safety Co.	FIRE EXTINGUISHERS/MAINTENAI
4230	8/22/2019	40.00	Columbia Fire & Safety Co.	HYDRO MAINTENANCE
4231	8/22/2019	241.93	COMPLETE HOME MAINTENANCE	RESTRING FLAG POLE
4232	8/22/2019	4,050.00	INNOVA LEGAL ADVISORS	LEGAL
4233	8/22/2019	694.00	JNB MECHANICAL, INC.	REPAIR TO BUILDING A/C
4234	8/22/2019	425.00	North Coast Lawn	LANDSCAPING
4235	8/22/2019	<u>1,291.56</u>	Tillamook PUD	ELECTRIC AND LOAN
Report Total		<u>9,757.89</u>		

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UMPQUA BANK: CLOSING DATE 8/25/2019			
Date	Vendor	Description of Transaction	Amount
DOUG PILANT			
7/26/2019	FACEBOOK	ADVERTISING	\$ 25.00
7/29/2019	FRED MEYER	KITCHEN SUPPLIES/EMPLOYEE APPRECIATION	\$ 61.94
7/29/2019	PARKSIDE DINER	MEALS/MEETING W/JACKIE	\$ 38.50
7/30/2019	TORA SUSHI	MEALS/MEETING W/PAUL	\$ 43.43
7/31/2019	GOTOMEETING	MEETINGS/ONLINE ACCESS	\$ 348.00
7/31/2019	FACEBOOK	ADVERTISING	\$ 35.00
8/5/2019	PACIFIC RESTAURANT	MEALS/MEETING W/TABATHA	\$ 48.00
8/5/2019	FACEBOOK	ADVERTISING	\$ 15.80
8/14/2019	TORA SUSHI	MEALS/MEETING W/MARTY	\$ 43.40
8/14/2019	FACEBOOK	ADVERTISING	\$ 50.00
8/22/2019	RODEO STEAK HOUSE	MEALS/MEETING W/BRENT	\$ 37.96
			\$ 747.03
CATHY BOND			
07/25/19	NEPONSET VALLEY	TRAINING	\$ 130.00
07/30/19	4IMPRINT	MARKETING/FAIR	\$ 1,043.32
08/02/19	WERNERS	MEALS/MEETING W/DOUG	\$ 21.70
08/06/19	COUNTRY MEDIA	ADVERTISING/NWR	\$ 35.00
08/06/19	ADOBE	SOFTWARE/NWR	\$ 24.99
08/07/19	LA MEXICANA	MEALS/FAIR	\$ 34.00
08/07/19	EFAX	FAX SERVICE/NWR	\$ 199.50
08/12/19	RECESS FOOD	MEALS/NWOTA	\$ 105.60
08/16/19	LANGUAGE LINE	TELEPHONE/NWR	\$ 47.40
08/19/19	ENDICIA	POSTAGE/NWR	\$ 9.95
08/21/19	UPS	POSTAGE/NWR	\$ 25.00
08/22/19	BELNICK RETAIL	OFFICE CHAIR/NWR	\$ 277.98
08/22/19	IRON MTN	SHREDDING	\$ 66.47
			\$ 2,020.91
BRENT OLSON			
08/22/19	O'REILLY AUTO	SHOP SUPPLIES	\$ 79.99
			\$ 79.99
TABATHA WELCH			
08/12/19	RETURN ITEM	RETURN ITEM (UNIFORM)	\$ (90.00)
08/01/19	PP*TILLAMOOK	POSTAGE	\$ 8.00
08/16/19	USPS	POSTAGE	\$ 55.00
08/19/19	ONYX	POSTAGE	\$ 69.96
			\$ 42.96
CLAYTON NORRBOM			
08/05/19	COSTCO	BUS CLEANING SUPPLIES	\$ 74.94
08/05/19	COSTCO	OFFICE SUPPLIES	\$ 9.99
08/15/19	WAKE THE SLOTH CAFÉ	MEALS/TRAINING W/ROGER LEWIS	\$ 22.70
			\$ 107.63
		Charges total	\$ 2,998.52
		Grand Total	\$ 2,998.52
APPROVAL 			
DATE 9-11-19			



August 2019 Statement

Open Date: 07/25/2019 Closing Date: 08/23/2019

Account: 7790

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

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

New Balance	\$2,998.49
Minimum Payment Due	\$30.00
Payment Due Date	09/22/2019

Activity Summary	
Previous Balance	+ \$1,891.60
Payments	- \$1,891.63CR
Other Credits	- \$90.00CR
Purchases	+ \$3,088.52
Balance Transfers	\$0.00
Advances	\$0.00
Other Debits	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	= \$2,998.49
Past Due	\$0.00
Minimum Payment Due	\$30.00
Credit Line	\$10,000.00
Available Credit	\$7,001.51
Days in Billing Period	30

Reward Points	
Earned This Statement	3,407
Reward Center Balance as of 08/22/2019	5,127
For details, see your rewards summary.	

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

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

2998495

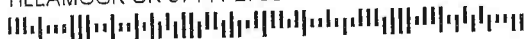


24-Hour Cardmember Service: 1-866-552-8855

☎ . to pay by phone
☎ . to change your address

000010288 01 SP 000638181954958 P Y

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

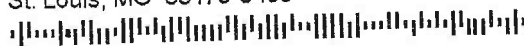


Account Number	7790
Payment Due Date	9/22/2019
New Balance	\$2,998.49
Minimum Payment Due	\$30.00

Amount Enclosed \$ _____

Cardmember Service

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



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Visa Business Rewards Company Card
Rewards Center Activity as of 08/22/2019

Rewards Center Activity*	0
Rewards Center Balance	5,127

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,590	17,092
Gas, Restaurants & Telecom Double Points	817	4,815
Total Earned	3,407	21,907

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.

SKIP THE MAILBOX. Switch to e-statements and securely access your statements online. Get started at myaccountaccess.com/paperless

Beginning November 1, 2019, there will be a Travel Advisor Consultation fee of \$39 charged per award ticket for reservations made over the phone. The fee will appear as a purchase listed as "CL Trip Charges" on the following month's billing statement. There will continue to be no additional booking fees for award tickets booked online.

Transactions PILANT DOUGLAS Credit Limit: \$5000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
07/26	07/25	3532	FACEBK 9VDZ2NJQR2 650-5434800 CA	\$25.00	
07/29	07/26	2021	FRED-MEYER #0377 TILLAMOOK OR	\$61.94	
07/29	07/25	9701	PARKSIDE DINER GARIBALDI OR	\$38.50	
07/30	07/29	9019	TORA SUSHI LOUNGE TILL TILLAMOOK OR	\$43.43	
07/31	07/30	8345	LOGMEIN*GOTOMEETING LOGMEIN.COM CA	\$348.00	
07/31	07/31	3637	FACEBK RBJABMSPR2 650-5434800 CA	\$35.00	
08/05	08/03	0075	PACIFIC RESTAURANT TILLAMOOK OR	\$48.00	
08/05	08/03	1539	FACEBK WLZ22NWPR2 650-5434800 CA	\$15.80	
08/14	08/13	5908	TORA SUSHI LOUNGE TILL TILLAMOOK OR	\$43.40	
08/14	08/13	1444	FACEBK 4G78PNNQR2 650-5434800 CA	\$50.00	
08/22	08/19	2660	RODEO STEAK HOUSE - TI TILLAMOOK OR	\$37.96	

Continued on Next Page

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August 2019 Statement 07/25/2019 - 08/23/2019
 TILLAMOOK CNTY TRANS (CPN 001469460)

Page 3 of 5
 Cardmember Service ☎ 1-866-552-8855

Transactions		PILANT, DOUGLAS		Credit Limit \$5000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
			Total for Account	7808	\$747.03

Transactions		BOND, CATHY		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
07/25	07/23	0017	NEPONSET VALLEY TMA 781-8951100 MA	\$130.00	_____
07/30	07/29	4276	4IMPRINT 877-4467746 WI	\$1,043.32	_____
08/02	07/31	4366	WERNER GOURMET MEAT SN TILLAMOOK OR	\$21.70	_____
08/06	08/05	4421	COUNTRY MEDIA 800-275-7799 OR	\$35.00	_____
08/06	08/05	4146	ADOBE *ACROPRO SUBS 800-833-6687 CA	\$24.99	_____
08/07	08/05	4418	LA MEXICANA TILLAMOOK OR	\$34.00	_____
08/07	08/06	9464	J2 EFAX SERVICES 323-817-3205 CA	\$199.50	_____
08/12	08/09	3428	SQ *RECESS FOOD TRUCK Tillamook OR	\$105.60	_____
08/16	08/15	0681	LANGUAGE LINE, INC. 800-7526096 CA	\$47.40	_____
08/19	08/18	9652	ENDICIA FEES 650-321-2640 CA	\$9.95	_____
08/21	08/19	4865	USPS POSTAGE ENDICIA.C 800-576-3279 CA	\$25.00	_____
08/22	08/21	8055	BELNICK RETAIL, LLC 770-721-8200 GA	\$277.98	_____
08/22	08/21	0835	IRON MOUNTAIN 800-934-3453 MA	\$66.47	_____
			Total for Account	12022	\$2,020.91

Transactions		WELCH, TABATHA		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
08/12	08/11	4835	Nike Portland 368 Portland OR MERCHANDISE/SERVICE RETURN	\$90.00 ^{CR}	_____
Purchases and Other Debits					
08/01	07/31	0792	PP*TILLAMOOKDU GEARHART OR	\$8.00	_____
08/16	08/15	4366	USPS PO 4083680269 TILLAMOOK OR	\$55.00	_____
08/19	08/16	0574	ONYX PRODUCTS 844-283-7660 CA	\$69.96	_____
			Total for Account	4146	\$42.96

Transactions		OLSON, BRENT		Credit Limit \$3000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
08/22	08/21	5602	O'REILLY AUTO PARTS 38 ALBUQUERQUE NM	\$79.99	_____
			Total for Account	2649	\$79.99

Continued on Next Page

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Transactions NORRBOM, CLAYTON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
08/05	08/02	3784	COSTCO WHSE #1059 WARRENTON OR	\$84.93	_____
08/15	08/14	9173	SQ *WAKE THE SLOTH CAF Portland OR	\$22.70	_____
			Total for Account	1 5675	\$107.63

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
08/15	08/15	8	PAYMENT THANK YOU	\$120.55CR	_____
08/15	08/15	8	PAYMENT THANK YOU	\$1,771.08CR	_____
			Total for Account	790	\$1,891.63CR

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	\$2,998.49	\$0.00	YES	\$0.00	14.49%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	26.24%	

Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

Aug 2019

RIDERSHIP BY SERVICE TYPE	AUG 2019	AUG 2018	YTD FY 19-20	YTD FY 18-19	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	1,167	1,013	2,234	1,900	17.6%
NW Rides	804	792	1,589	1,421	11.8%
Dial-A-Ride Total	1,971	1,805	3,823	3,321	15.1%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	3,943	4,310	7,517	8,028	-6.4%
Rt 2: Netarts/Oceanside	763	798	1,489	1,555	-4.2%
Rt 3: Manzanita/Cannon Beach	3,529	3,571	6,714	7,283	-7.8%
Rt 4: Lincoln City	1,901	1,440	3,666	2,766	32.5%
Local Fixed Rt Total	10,136	10,119	19,386	19,632	-1.3%
<u>Inter City Service</u>					
Rt 5: Portland	1,064	1,028	2,047	2,096	-2.3%
Rt 60X: Salem	1,061	1,092	2,180	2,195	-0.7%
Rt 70X: Grand Ronde	458	590	932	1,170	-20.3%
Inter City Total	2,583	2,710	5,159	5,461	-5.5%
<u>Other Services</u>					
Tripper Routes	74	90	152	199	-23.6%
Special Bus Operations	449	374	963	874	10.2%
Other Services Total	523	464	1,115	1,073	3.9%
TOTAL ALL SERVICES	15,213	15,098	29,483	29,487	0.0%

ONE-WAY TRIPS BY USER GROUP	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 19-20	FY 18-19	Change
General (18 years to 60 years of age)	7,986	315	16,155	16,379	-1.4%
Senior/Disabled	4,252	1,577	11,381	11,049	3.0%
Child/Youth (less than 18 years of age)	1,005	79	1,947	2,059	-5.5%
Total	13,242	1,971	29,483	29,487	0.0%

OTHER RIDER CATEGORIES	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 19-20	FY 18-19	Change
Ride Connection	101		188	153	22.9%
Tillamook Bay Community College	121		263	141	86.5%
NWOTA Visitor Pass	273		452	529	-14.6%
NW Rides		709	1,403	1,248	12.4%
Helping Hands Shuttle		162	311	114	172.8%

MONTHLY PERFORMANCE

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

Dial-A-Ride Services

Aug-18	1.3	56.5%	66.35
May-19	1.4	59.9%	65.40
Jun-19	1.4	60.5%	65.08
Jul-19	1.5	60.0%	68.88
Aug-19	1.6	52.8%	78.00
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Aug-18	6.5	10.8%	67.00
May-19	5.7	9.1%	65.35
Jun-19	5.7	9.2%	65.01
Jul-19	6.3	9.5%	69.09
Aug-19	6.5	9.1%	78.09
STANDARD	7.0	12.4%	64.60

Intercity Services

Aug-18	3.6	25.5%	73.52
May-19	3.0	20.4%	75.96
Jun-19	3.0	20.7%	75.88
Jul-19	3.4	19.5%	76.05
Aug-19	3.4	18.6%	87.42
STANDARD	2.9	31.5%	72.86

Other Services

Aug-18	5.0	2.5%	60.41
May-19	6.5	7.6%	55.84
Jun-19	6.2	9.6%	55.19
Jul-19	5.5	11.2%	63.81
Aug-19	4.9	6.2%	72.10
STANDARD	6.9	10.7%	55.54

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

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

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

Other Services: Trippers and Special Bus Operations

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Year-to-Date Statistics and Performance

Tillamook County Transportation District

Actual FY 2019/2020

Route/Run	Thru July 2019										9/7/2019					
	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	6,356	2,234	828	1,011	15,277	6,949	38,475	1,974	14,479	61,878	74.77	2.7	10.3%	0.04	2.85	7.68
NW Rides	93,570	1,589	1,599	1,987	42,716	19,431	74,350	3,815	29,815	127,411	79.67	1.0	73.4%	0.05	58.89	58.51
Total DAR	99,926	3,823	2,427	2,998	57,992	26,381	112,825	5,790	44,294	189,289	78.00	1.6	62.8%	0.04	26.14	41.18
<u>Deviated Route</u>																
01 Town Loop	5,123	7,517	773	878	10,541	4,795	35,934	1,844	13,005	55,577	71.91	9.7	9.2%	0.15	0.68	6.63
02 Netarts/Oceanside	1,540	1,489	407	548	8,967	4,079	18,918	971	7,321	31,288	76.89	3.7	4.9%	0.05	1.03	3.78
03 Manzanita	8,916	6,714	1,113	1,220	28,890	13,142	51,759	2,656	20,638	88,195	79.22	6.0	10.1%	0.08	1.33	8.01
04 Lincoln City	5,782	3,666	712	843	23,882	10,864	33,098	1,698	13,948	59,608	83.73	5.1	9.7%	0.07	1.58	8.12
Total Deviated Route	21,361	19,386	3,005	3,489	72,279	32,879	139,708	7,169	54,912	234,668	78.09	6.5	9.1%	0.09	1.10	7.11
<u>Intercity</u>																
05 Portland	19,747	2,047	598	653	19,154	8,713	29,218	1,426	11,587	50,945	85.22	3.4	38.8%	0.07	9.65	33.03
60X Salem	3,896	2,180	561	689	22,619	10,289	27,429	1,339	11,522	50,579	90.13	3.9	7.7%	0.05	1.79	6.94
70X Grand Ronde	1,071	932	361	453	12,549	5,708	17,634	861	7,130	31,334	86.84	2.6	3.4%	0.03	1.15	2.97
Total Intercity	24,714	5,159	1,520	1,795	54,321	24,711	74,281	3,626	30,240	132,857	87.42	3.4	18.6%	0.05	4.79	16.26
<u>Other Services</u>																
Trippers	93	152	11	30	153	69	509	26	184	788	71.99	13.9	11.8%	0.22	0.61	8.49
Special Bus Operation	936	963	218	274	3,052	1,388	10,152	521	3,684	15,746	72.11	4.4	5.9%	0.07	0.97	4.29
Total Other Services	1,029	1,115	229	303	3,205	1,458	10,662	547	3,868	16,534	72.10	4.9	6.2%	0.07	0.92	4.49
Total TCTD Services	147,030	29,483	7,181	8,585	187,797	85,428	337,475	17,132	133,313	573,349	79.84	4.11	25.6%	0.07	4.99	20.48
Total Mileage, Labor & Direct Cost										440,036						
										30.3%						

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

Route/Run	Thru Aug 2019			Thru Aug 2019			Thru Aug 2019			Thru Aug 2019		
	18/19	19/20	Percent Difference	18/19	19/20	Percent Difference	18/19	19/20	Percent Difference	18/19	19/20	Percent Difference
<u>Dial-A-Ride Service</u>												
Dial-A-Ride	5,256	6,356	20.9%	1,900	2,234	17.6%	814	828	1.6%	51,598	61,878	19.9%
NW Rides	90,187	93,570	3.8%	1,421	1,589	11.8%	1,731	1,599	-7.6%	117,295	127,411	8.6%
Total DAR	95,443	99,926	4.7%	3,321	3,823	15.1%	2,545	2,427	-4.7%	168,893	189,289	12.1%
<u>Deviated Route</u>												
01 Town Loop	5,981	5,123	-14.3%	8,028	7,517	-6.4%	773	773	0.0%	47,299	55,577	17.5%
02 Netarts/Oceanside	1,679	1,540	-8.3%	1,555	1,489	-4.2%	407	407	0.0%	26,806	31,288	16.7%
03 Manzanita	9,358	8,916	-4.7%	7,283	6,714	-7.8%	1,113	1,113	0.0%	75,772	88,195	16.4%
04 Lincoln City	4,750	5,782	21.7%	2,766	3,666	32.5%	712	712	0.0%	51,468	59,608	15.8%
Total Local Fixed Route	21,768	21,361	-1.9%	19,632	19,386	-1.3%	3,005	3,005	0.0%	201,344	234,668	16.6%
<u>Intercity</u>												
05 Portland	20,844	19,747	-5.3%	2,096	2,047	-2.3%	598	598	0.0%	42,717	50,945	19.3%
60X Salem	5,913	3,896	-34.1%	2,195	2,180	-0.7%	561	561	0.0%	42,687	50,579	18.5%
70X Grand Ronde	1,691	1,071	-36.7%	1,170	932	-20.3%	361	361	0.0%	26,332	31,334	19.0%
Total Intercity	28,448	24,714	-13.1%	5,461	5,159	-5.5%	1,520	1,520	0.0%	111,736	132,857	18.9%
<u>Other Services</u>												
Trippers	137	93	-32.1%	199	152	-23.6%	14	11	-24.0%	835	788	-5.6%
Special Bus Operation	187	936	400.5%	874	963	10.2%	200	218	9.3%	12,099	15,746	30.1%
Total Other Services	324	1,029	217.6%	1,073	1,115	3.9%	214	229	7.1%	12,934	16,534	27.8%
Total TCTD Services	145,983	147,030	0.7%	29,487	29,483	-0.0%	7,284	7,181	-1.4%	494,907	573,349	15.8%

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

Year to Date Performance Comparison

Route/Run	Thru Aug 2019 18/19			Thru Aug 2019 19/20			Thru Aug 2019 18/19			Thru Aug 2019 19/20		
	Hourly Rate	Hourly Rate	Amount Diff	Passngr /Hour	Passngr /Hour	Amount Diff	Farebox Ratio	Farebox Ratio	Amount Diff	Average Fare	Average Fare	Amount Diff
Dial-A-Ride Service												
Dial-A-Ride	63.36	74.77	11.41	2.3	2.7	0.4	10.2%	10.3%	0.1%	2.77	2.85	0.08
NW Rides	67.76	79.67	11.91	0.8	1.0	0.2	76.9%	73.4%	-3.4%	63.47	58.89	-4.58
Total DAR	66.35	78.00	11.65	1.3	1.6	0.3	56.5%	52.8%	-3.7%	28.74	26.14	-2.60
Deviated Route												
01 Town Loop	61.20	71.91	10.71	10.4	9.7	-0.7	12.6%	9.2%	-3.4%	0.75	0.68	-0.06
02 Nelarts/Oceanside	65.88	76.89	11.02	3.8	3.7	-0.2	6.3%	4.9%	-1.3%	1.08	1.03	-0.05
03 Manzanita	68.06	79.22	11.16	6.5	6.0	-0.5	12.4%	10.1%	-2.2%	1.28	1.33	0.04
04 Lincoln City	72.30	83.73	11.43	3.9	5.1	1.3	9.2%	9.7%	0.5%	1.72	1.58	-0.14
Total Deviated Route	67.00	78.09	11.09	6.5	6.5	-0.1	10.8%	9.1%	-1.7%	1.11	1.10	-0.01
Intercity												
05 Portland	71.46	85.22	13.76	3.5	3.4	-0.1	48.8%	38.8%	-10.0%	9.94	9.65	-0.30
60X Salem	76.06	90.13	14.06	3.9	3.9	0.0	13.9%	7.7%	-6.1%	2.69	1.79	-0.91
70X Grand Ronde	72.98	86.84	13.86	3.2	2.6	-0.7	6.4%	3.4%	-3.0%	1.45	1.15	-0.30
Total Intercity	73.52	87.42	13.90	3.6	3.4	-0.2	25.5%	18.6%	-6.9%	5.21	4.79	-0.42
Other Services												
Trippers	57.98	71.99	14.02	13.8	13.9	0.1	16.4%	11.8%	-4.6%	0.69	0.61	-0.08
Special Bus Operation	60.59	72.11	11.52	4.4	4.4	0.0	1.5%	5.9%	4.4%	0.21	0.97	0.76
Total Other Services	60.41	72.10	11.69	5.0	4.9	-0.1	2.5%	6.2%	3.7%	0.30	0.92	0.62
Total Other Services	67.94	79.84	11.90	4.0	4.1	0.1	29.5%	25.6%	-3.9%	4.95	4.99	0.04

Comparison FY18/19 to FY 19/20	YTD Through August 2019		
	18/19	19/20	Amount Difference
Mileage	187,473	187,797	324
Mileage Based Costs	85,570	85,428	(142)
Hourly Based Costs	319,605	337,475	17,871
Direct Costs	89,732	133,313	43,581
Overhead Costs			
Total Costs	494,907	556,217	61,310
			12.4%

Special Bus Operation Calculation Cost			
Cost per mile calculation:			
Actual	Plus	Plus	Hourly Rate Calculation:
45.8%	Overhead	Profit	Actual Hourly Rate \$ 39.31
			Plus Direct Costs 3.0%
			Hourly Rate \$ 40.48
			Plus Overhead 30.3%
			Hourly Rate \$ 52.75
			Plus Profit 20.0%
			\$ 63.30

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nwCONNECTOR

Coordinating Committee Meeting
 September 13, 2019
Tillamook County Transportation District
 3600 3rd St
 Tillamook, OR
 10:00 am—2:00 pm
Teleconference Information
 866/755-7677
 Pin # 005939

Agenda

10:00— 10:05a	1. Introductions	Doug Pilant
10:05— 10:15a	2. Consent Calendar (Action Items) ⚡ August 9, 2019 Meeting Minutes (Attached) ⚡ July 2019 Financial Report (Attached) ⚡ Ridership Tracking (July 2019) ⚡ Calculating Average Passenger Miles Progress	Doug Pilant
10:15— 10:30a	3. NWOTA Standing Items ⚡ IGA Approvals Update ⚡ Management Plan Approval Updates ⚡ Website Alert Implementation ⚡ Travel Studio/Transportation Committee	Benton County Benton/Columbia/SETD All Jeff Hazen
10:30- 12:00p	3. Transit Access Study ⚡ Project Update	Ken Shonkwiler
12:00— 12:30p	4. Lunch	
12:30— 1:00p	5. Website Trip Enhancements ⚡ New Grant Scope of Work ⚡ RFP	Doug Pilant/ Mary McArthur
1:00— 1:30p	6. NWConnector Website Events/Trips	All
1:30— 2:00p	7. Other Business and Member Updates	All

Attachments:

August 9, 2019 Meeting Minutes
 August Financial Statement

August 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



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Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes
August 9, 2019
Tillamook County Transportation District
Tillamook, OR

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

- Cynda Bruce—Lincoln County Transportation
- Jeff Hazen—Sunset Empire Transit District
- Doug Pilant—Tillamook County Transportation
- Lisa Scherf—Benton County Transit
- Todd Wood—Columbia County Rider
- Mark Bernard, Arla Miller, Ken Shonkwiler—ODOT

Excused:

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

✦ July 12, 2019 Meeting Minutes—Doug provided the following amendment to the Signage Agenda Item—Everyone has received their new signs. Tillamook has already swapped out the signs **at Chinook Winds and Safeway in Lincoln City as well as in** Neskowin and Beaver. Next month the new signs will go up in Tillamook, Rockaway Beach, Nehalem and Manzanita. The Lincoln County Safeway sign was replaced with a smaller sign and a larger sign needs to be ordered to replace it. Tillamook is looking at a different type of bracket to attach the signs, to replace the bands currently in use. Tri-Met's design standards at the Sunset Transit Station only allow one sign per provider, so a NWConnector sign couldn't be added there. Also, the Pointe bus sign has been taken down.

✦ July Financial Report—No new activity, so report mirrors the new FY budget.

✦ June Ridership Performance Report—SETD numbers has sent in all of their numbers, although in updating the report that their Astoria—Cannon Beach numbers have been under-reported. Jeff is going back through the last two years to relook at what was reported to NWOTA. Doug will resend his May 2019 ridership, and Cynda will resend her June 2019 numbers. Cynda, upon reviewing Lincoln County's ridership has also identified an undercount of people using passes not being added to their overall ridership count. She will see what she can do to get their numbers updated. **Mary** still needs to meet with **John** Dreezen at Columbia County Rider to get their performance report updated, both in term of ridership and route changes.

✦ Calculating Average Passenger Miles Progress—Now that Sunset has updated their ridership number, they will get started on calculating average passenger miles. Lincoln County's average passenger miles went up from 13 to 19 because of the increase in riders from north County. Reminder that Benton and Columbia and Sunset need to get their average passenger miles calculations done.

3. NWOTA Standing Items:

✦ IGA Approval Updates—No changes from last month: Waiting for Benton County.

✦ Management Plan—**Jeff** will meet with Todd. Mary has received Lincoln County's documentation that her Board of Commissioners have approved the plan.

✦ Pedestrian Access Study—With Ryan leaving, there has been more coordination needed between Ken and Ryan. Received to date from the consultant is the technical memorandum, including the notes on each of the stops (environmental, right-of-way

issues.) Report still has some missing components, eg, identification of some of the exact right-of-way lines. Ken reviewed the omissions with the consultant and when it has been updated, the next step is for Ken to have ODOT engineering staff review for stops located on Hwy 101. Looking at September meeting to present and do a workshop with NWOTA to go over all the stops. Final task is to provide a booklet laying out all the pertinent information needed for a funding application. Booklet will be in electronic form.

ODOT design standards have changed since the onset of the project 3 years ago, regarding ADA requirements. Post ADA, ODOT must design all pedestrian pathways, signal modifications, and curb ramps at every location. The original budget could not accommodate all the additional design work needed. What have now are advanced design, but not to design acceptance standard. Some stops are ready to go to final design and then construction. Other, more urban type of stops are more complicated, requiring much more design work. About half of the study stops are ready to go forward with final design and construction. The final booklet will separate out the “ready to go” stand alone stops from the ones that will require enough additional design work, that they will be incorporated into a planned ODOT highway construction project.

✦ (Add to Agenda Standing Items) Website Alert Service—Danielle Ogden, with Trillium, has been reaching out to all the partners on training on how to use the alerts. Will require determining how alerts are communicating within each partner’s organization. Partners will connect with her to get the training.

✦ (Add to Agenda Standing Items) Travel Tourism—To help manage the large numbers of visitors to the coast, the North Coast Travel Studio transportation sub-committee has initiated a pilot project in Cannon Beach in conjunction with the Cannon Beach Chamber and lodging organizations, to encourage Carless travel. Rack cards are being distributed to all of the lodging in the community, with the same information sent out electronically with their reservation confirmations, providing links to the NWConnector, NW Point bus and Travel Oregon.

4. NWConnector Marketing

NWOTA only received one proposal, from Trillium. Proposed budget is \$50,000.

Visitor passes: Update with new brand, plus add children option.

When meet with them, discuss visitor passes.

Really like Task 1.2 Site visits and performing a customer experience review.

References: What they did and how it benefited their organization.

Other: Instruction Guide for updating the website. How do the partners access their own website analytics?

Motion to accept the Trillium proposal and authorize Doug to forward to the Tillamook County Board of Directors for approval.

On the NWConnector “Wish List” is having passes available for purchase online and having the ability to reserve a seat. Tillamook described their recent Portland passenger surges before and after the July 4th holiday, which resulted in standing room only on their buses. Collecting the additional fares added time to the route, which ended up resulting in missed connections for the Manzanita and Lincoln City routes. Having online reservations would have allowed the fares to be prepaid and to schedule a large enough bus to accommodate the additional passengers.

5. Website Trip Enhancements

- ✦ Trip Planner Discretionary Grant—ODOT expects to get contracts October 1. September—Partners start work on a Scope of Work, and a RFP. List on ORPIN.
- ✦ Review of Current Trips/Events: Discussion regarding:
 - Some events are listed on Trip Ideas
 - Adding the capability to sort out types of activities (eg, biking, hiking, camping) on Trip Ideas
 - Any way to make the graphics less jumbled on the map?
 - Ability to change colors from green and yellow on the teardrop icon
 - Be sure to only list events and trip ideas that can take a NWConnector bus to/from
 - Be sure to include only those events and trip ideas that people would likely want to ride the bus to/from
 - Partners go through the events/trips currently listed in their county. Delete, add to the two lists
 - Delete Portland's Naked Bike Ride
 - Todd will talk to the Longview folks about Lake Sacajawea as a event/trip idea

6. Other Business/Member Updates

- ✦ Benton County—Lee is doing well and doing some year-end work for Lisa. Interviewing 5 candidates for Lee's job later this month. ODOT Transit was able to find some additional funding to help Benton County keep their Amtrak connection running for the remaining 3 months of the contract. Need to start planning Coast to Valley expansion. Would like to sit down with Cynda, Mark, the loop folks and the Linn shuttle. Will be starting up in 3 months.
- ✦ Lincoln County—Replacing a dispatcher. Hired a new grant administrator. Started two STIP projects, student transportation and Sunday/Holiday service on Lincoln City loop. Working on updating schedule graphics. Drawn down last year's grants.
- ✦ Columbia County—Changes to STF could result in the County required to give \$90,000 to Tri-Met. MTR are now asking for an increase due to their own insurance and labor increases. Unclear whether MTR will pull their contract, as Columbia County has declined to increase their contract. If tax measure doesn't pass, will end up with approximately \$200,000 in service cuts. Working with the cities of Scappoose and St Helens on adding more stops and signage, should help increase ridership. Extend Vernonia to 5 days a week, which will also provide more connections for Banks. Turning Clatskanie into a park and ride.
- ✦ Sunset Empire Transit District—Need drivers. Replaced Finance Director. Will be replacing Transportation Options and Human Resources Director. Had to cancel a route today because short a driver. Supervisor also has to drive at times. If don't get 4 drivers right away won't be able to start Astoria to Portland expansion in October. Working on building the route. Will be interlining with Amtrak.
- ✦ Tillamook County—Helping out with transportation at the County Fair. Fair booth got first prize. Housing shortage is an issue for finding drivers. (Regional problem)
Tillamook Transit Center—City of Tillamook is offering to sell the Center at a present value price. Conditions of the sale would be that it remains a transit center for 10 years, and certain easement would have to be met. Second union negotiation wasn't too productive. Starting to work on a new staffing plan regarding administrative and HR functions. May be looking at bringing on a couple of additional staff. Will be also looking at pay equity.

- ✦ ODOT: Arla—Meeting with Falls City and Polk County to describe options for having Falls City provide transit service. Currently, everyone gets a free ride, 110 rides a month, out of a 1,000 population.

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

DRAFT

Tillamook County Transportation District

Financial Statement

From 8/1/2019 Through 8/31/2019

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	16%
Resources						
Working Capital	3500	0.00	0.00	105,000.00	(105,000.00)	0.00%
NWOTA Partner Cont. Match	4225	12,000.00	12,000.00	48,000.00	(36,000.00)	25.00%
Transfer from General Fund	4911	12,000.00	12,000.00	12,000.00	0.00	100.00%
Transfer from STIF Fund	4918	0.00	0.00	149,000.00	(149,000.00)	0.00%
Total Resources	24,000.00	12,000.00	24,000.00	314,000.00	(290,000.00)	7.64%
Expenses						
Materials and Services						
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	25,000.00	0.00%
Website Maintenance	5102	6,500.00	6,500.00	7,500.00	1,000.00	86.66%
Marketing	5190	0.00	3,958.33	47,500.00	47,500.00	0.00%
Website Re-Design	5191	0.00	0.00	164,560.00	164,560.00	0.00%
Travel & Training	5220	0.00	416.67	5,000.00	5,000.00	0.00%
Total Materials and Services	6,500.00	7,520.83	6,500.00	254,810.00	248,310.00	2.55%
Transfers						
Transfer to General Fund	9130	3,000.00	3,000.00	3,000.00	0.00	100.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	56,190.00	56,190.00	0.00%
Total Transfers	3,000.00	0.00	3,000.00	59,190.00	56,190.00	5.07%
Total Expenses	9,500.00	7,520.83	9,500.00	314,000.00	304,500.00	3.03%

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NWOTA Action Items
August 2019

Action Items	Assignments	Progress
<input type="checkbox"/> <u>IGA</u> Get approved by each partner commission/board.	Mary to get copies of signed IGA's from each partner for the file	Lincoln Co (√) (√) Tillamook (√) Columbia Co (√) SETD (√)
<input type="checkbox"/> <u>Management Plan</u> Get approved by each partner commission/board	Mary—Send out Plan and most current Action Plan Benton Columbia Sunset Empire Mary—Get approval documentation from each partner	(√) Lincoln (√) Tillamook (√)
<input type="checkbox"/> <u>Management Plan Updates</u> Mobile app for NW Connector Transit language for Comp Plans and TSPs Purchase rides online Reserve a seat online		
<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 Marketing</u>	Mary—Prepare NWOTA Annual Report	Completed
<input type="checkbox"/> <u>2019—2020 NWConnector Advertising</u> Sign a contract with Trillium, establish a work plan and schedule	Completed	Site visits to occur the second week of October
<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 Mary to meet with John Dreeszen Mary to send out monthly reminder notices	Tillamook (√) Lincoln (√) Benton (√) Tillamook (√) Sunset (√)
<input type="checkbox"/> NW Connector Holidays Policy (Lincoln drop 1, TCTD add 3 days)	Doug/Cynda	

	Action Items	Assignments	Progress
<input type="checkbox"/>	Adding Connector Partners—Meet with Washington County initially		
<input type="checkbox"/>	Transportation Options	Mary 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 June Meeting—Partners agreed to add
<input type="checkbox"/>	Transit App Alerts	Trillium train partners	
<input type="checkbox"/>	Updated Visitor Passes		Include in Marketing

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, August 22, 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, Director
Jim Huffman, Secretary (via telephone)
Jackie Edwards, Director
Melissa Carlson-Swanson, Director
Linda Adler, Treasurer

TCTD Staff

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

Absent

None

Guest

Ryan Perry, public
Chris Kell, public

4. Announcements and Changes to Agenda:
5. Public & Guest Comments: Director Huffman shared a letter from passenger Jennifer Caro (unsure of proper spelling since letter was read by Director Huffman over the phone) regarding security concerns of the Transit Center into the record.
6. Executive Session: Real Property Transactions ORS 192.660(2)(e) and Performance Evaluations ORS 192.660(2)(i)

Opened at 6:34pm. Closed at 7:55pm.

There were no motions as a result of Real Property Transactions in Executive Session.

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

The following motion was made as a result of Performance Evaluation in Executive Session.

Motion by Director Holm to award GM Doug Pilant a 5% pay increase retro-active to his anniversary date of January 23, 2019, as well as a one-time \$5,000.00 performance bonus. *Motion Seconded* by Director Adler. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

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

Board Chair Riggs asked that all Directors hold their questions until the report is complete.

REPORTS

7. Financial Report: GM Doug Pilant reviewed the July 2019 financial reports. District is 8% through the Fiscal Year.
8. Service Measure Performance Report: GM Doug Pilant reviewed performance measures with the Board.

YTD Ridership overall has increased -0.8% change over the previous year. The YTD passengers per hour are -2.2%, the cost per trip was +8.1% while the cost per hour was +5.8% and the fare box return was -2.6%.

9. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board. Marketing RFP process was completed. The committee received one bid from Trillium Solutions, Inc. and has been included on the agenda as an Action Item. GM Doug Pilant reported the Pedestrian Access Study is mostly complete. He reported the bus stop designs are being reviewed by ODOT and should be presented to the Coordinating Committee at their October meeting.

10. Planning & Development

- a. Cape Kiawanda Master Plan: GM Doug Pilant reviewed the Plan's parking management plan. The Project Management Team met on August 19th and the Plan was accepted as presented. The Plan includes a variety of demand management strategies that includes a local shuttle. The Plan proposes the shuttle operations be funded by parking fees. Next steps are for a town hall meeting in Pacific City and adoption by the Tillamook County Board of Commissioners.

11. Grant Funding

- a. STIF: Oregon Legislature has directed ODOT to merge STIF and STF fund programs by the end of this biennium.
- b. Statewide Transit Network: Grant agreements should be ready for approval at the September board meeting.

12. Facility/Property Management

- a. TVC camera project is complete.

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.

- b. Building signage, security and low voltage wiring projects are in progress.
- c. Post Office Bus Stop is in progress.
- d. Greyhound in Portland closing – unclear what their future plan is as of yet. This is very recent news and will require some work to figure out services.

13. NW Rides Brokerage

- i. Hosted meeting last month with Care Oregon, Ride Connection and RVTD. Celebrated our one-year anniversary.

14. Miscellaneous

- a. Union Negotiations – Met with the ATU on July 30th and will meet again after the union has time to review the District's proposal.
- b. ADP – Implementation of ADP is mostly complete. This past month staff identified administrative and HR tasks need to be completed to run the District. Determining how these tasks are currently distributed among the current staff. Identifying tasks that need to be done that are not assigned to any position. Developing a staffing plan and will report to the board in September.
- c. GM Doug Pilant reported he has been nominated to be a member of the ODOT Public Transportation Advisory Committee (PTAC) as the NEMT Representative.
- d. Security – GM Doug Pilant reviewed the District's Ordinance #3 regarding the policies on maintaining security. He provided the Board and overview on how drivers are trained to manage emergencies and provided a local media news story on how a TCTD driver and supervisor collaborated with local authorities to diffuse a tense incident.

Director Adler asked if the Pacific City shuttle would remain free and the District would provide this service free. GM Doug Pilant explained the PC Shuttle is a pilot project to manage parking demand. He said the service is a demand management strategy that's marketed as free to remove any and all barriers to encourage people to use it. Director Holm noted the parking management plan intends to pay for the shuttle service with parking fees.

CONSENT CALENDAR

15. Motion to Approve the Minutes of July 18, 2019 Regular Board Meetings

16. Motion: Acceptance of Financial Report: July 2019

Motion by Director Edwards 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 Hanenkrat, Holm, Huffman, Carlson-Swanson,
Edwards, Adler and Board Chair Judy Riggs.

ACTION ITEMS

17. Resolution 19-24 In the Matter of Authorizing the GM to Execute an Agreement with Trillium Solutions, Inc. to Establish a NW Connector Marketing Plan

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.

Director Adler asked about the how the proposal options would be managed. GM Doug Pilant explained the proposals first phase will cost \$15k. Afterward, the Coordinating Committee will evaluate the consultant recommendations and decide what options to pursue. Director Adler said she preferred approving other projects after the first phase was completed. Director Carlson-Swanson confirmed the funding has already been budgeted for this project. GM Doug Pilant explained the partners have already set monies aside for this project and that each month he provides NWOTA updates and will keep the board updated on the marketing plan's progress.

Motion by Director Holm adopt Resolution 19-24 Authorizing the GM to Execute an Agreement with Trillium Solutions, Inc. to Establish a NW Connector Marketing Plan. *Motion Seconded* by Director Carlson-Swanson. Board Chair Judy Riggs called for further discussion; followed by none, she called for the vote.

MOTION PASSED

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

DISCUSSION ITEMS

18. SDAO Board Risk Assessment – GM Doug Pilant shared the Impressions and Recommendations of Rob Mills, SDAO Consulting Services. GM Doug Pilant explained some of his concerns about driver evaluations and told the Board we are committed to improving that process. Director Hanenkrat asked if driver evaluations need to be in the collective bargaining agreement. GM Doug Pilant said employee evaluation is a management right. GM Doug Pilant said he agreed that regular employee evaluations are an important tool to protect both the District and the employees.

19. TCTD Business/Strategic Plan – GM Doug Pilant reported that SDAO has assigned Bill Anderson, an SDAO consultant to the District to conduct a SWOT analysis during the week of October 14th to update the District's Strategic Plan. The Board agreed to meet on October 17th at 5:00pm and move the board meeting to October 24th.

20. Staff Comments/Concerns

GM Doug Pilant: He shared his conversation with a TFCC employee regarding board meetings that triggered a good memory from his past.

Superintendent Brent Olson: He also agrees with Cathy Bond.

Accounting Specialist Tabatha Welch: Agrees with Cathy Bond.

NWR Supervisor/Board Clerk Cathy Bond: Thanked everyone who helped with the Fair and shared her experience this year. Shared some feedback she received from past employee George McDowell about how impressed he is with the growth and expansion of the District under the direction of GM Doug Pilant. She said she is proud of the District and hard work the GM has put into making it great!

21. Board of Directors Comments/Concerns

Jim Huffman – Gave credit to Ronny Fox for his recruitment of the Coastal Connector service driver Paul Norton.

Judy Riggs – Thanked the staff for the flowers from the passing of her mother. She thought it awesome about the comments Cathy Bond shared from the past driver.

Marty Holm – Thanked GM for getting the Strategic Plan meeting set.

Jackie Edwards – She was at the Fair when the District was given the blue ribbon and she too is proud of the District.

Gary Hanenkrat – None.

Linda Adler – She thought Cathy did a great job at the fair and she really enjoyed helping in the booth this year.

Melissa Carlson-Swanson – None.

Adjournment: Board Chair Riggs adjourned the meeting at 9:02pm.

These minutes approved this 19th day of September, 2019.

ATTEST:

Judy Riggs, Board Chair

Doug Pilant, General Manager

After Recording Return To:
Tillamook County Transportation District
3600 Third Street, Suite A.
Tillamook, Oregon 97141

Send All Tax Statements To:
Tillamook County
201 Laurel Avenue
Tillamook, Oregon 97141

TEMPORARY EASEMENT

KNOW ALL PERSONS BY THESE PRESENT, that Tillamook County ("Grantor") does grant unto the Tillamook County Transportation District ("Grantee"), a temporary easement over, upon, and across a portion of Grantor's premises situated within the tract more particularly described on the attached Exhibit A, incorporated herein by reference, for the express purpose of constructing, maintaining, and operating a bus passenger shelter and pad.

The consideration of this conveyance is no Dollars and no/100 Cents (\$0.00) but instead consists of other good and valuable consideration.

TO HAVE AND TO HOLD the above-described temporary easement unto Grantee in accordance with the conditions and covenants as follows:

1. This easement shall become effective on the date it is recorded and shall continue for a period of five (5) years thereafter. This easement shall automatically be renewed for successive five (5) year periods unless either party provides written notice of intent to terminate this easement. Either party may terminate this easement at any time by providing the other party with written notice of intent to terminate. This easement shall automatically terminate ninety (90) days after receipt of written notice of intent to terminate.
2. Grantee shall construct, maintain, and provide for use by the general public, a bus passenger shelter and pad on the area marked "Shelter" in Exhibit A. The construction may include whatever base and foundation work is necessary to complete the bus passenger shelter and pad. Grantee's construction work shall be done in a manner so as to cause the least possible disturbance to the lands of Grantor.
3. Grantee shall be responsible for all necessary maintenance to the bus passenger shelter and pad. Grantee agrees to maintain the bus passenger shelter and pad in good condition at all times.
4. Upon either party receiving notice of intent to terminate this easement, Grantee shall remove the bus passenger shelter and repair any damages to the property

caused during the removal. Grantee shall complete removal and repairs not more than thirty (30) days after termination of this easement. Grantee will return the property as nearly as practicable to its original condition.

- 5. Any modification to this easement must be in writing and signed by authorized representatives of Grantor and Grantee.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction, maintenance, operation and use of the bus passenger shelter and pad. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Dated this _____ day of _____, 2019.

Grantee

Tillamook County Transportation District

Doug Pilant, General Manager

STATE OF OREGON)
)
County of Tillamook)

This Easement was acknowledged before me on this ____ day of _____, 2019, by Doug Pilant, General Manager, Tillamook County Transportation District, Tillamook County.

Notary Public for Oregon

Dated this _____ day of _____, 2019.

Grantor

Tillamook County Board of Commissioners

David Yamamoto, Chair

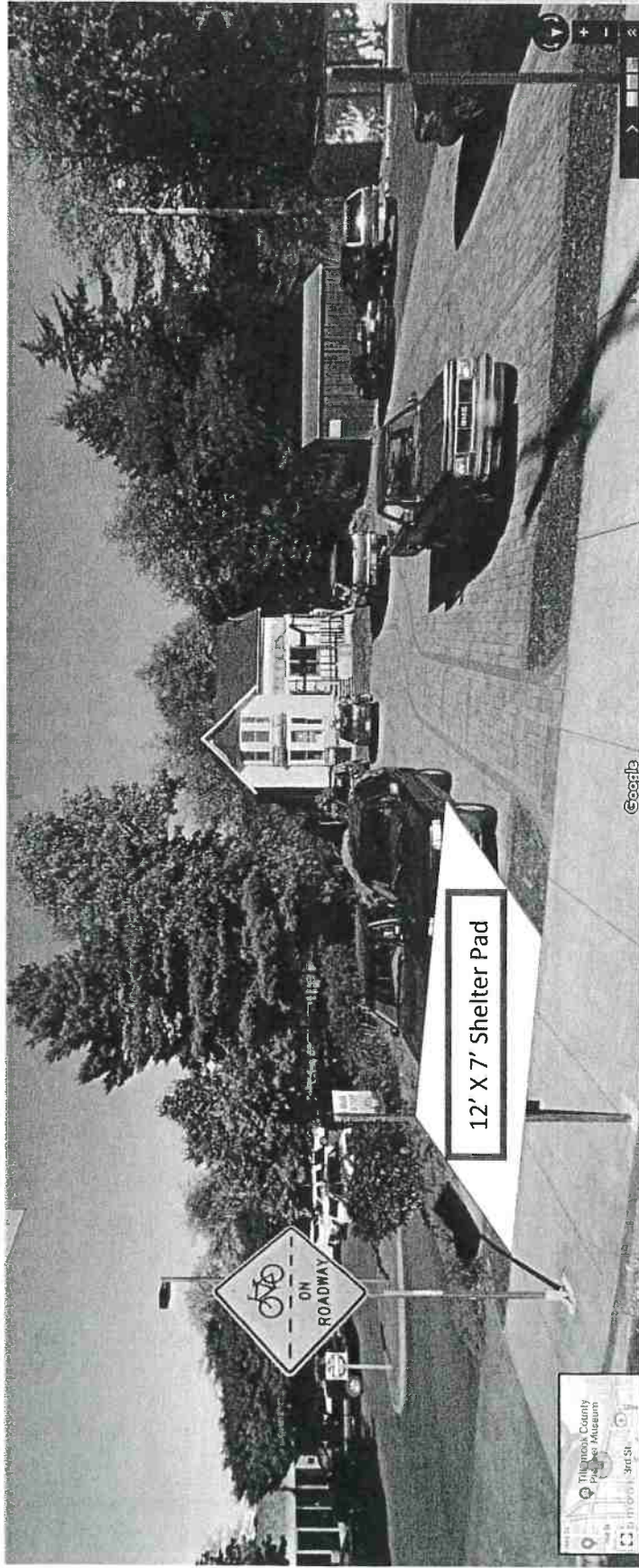
STATE OF OREGON)
)
County of Tillamook)

This Easement was acknowledged before me on this _____ day of _____, 2019, by David Yamamoto, Chair, Tillamook County Board of Commissioners, Tillamook County.

Notary Public for Oregon

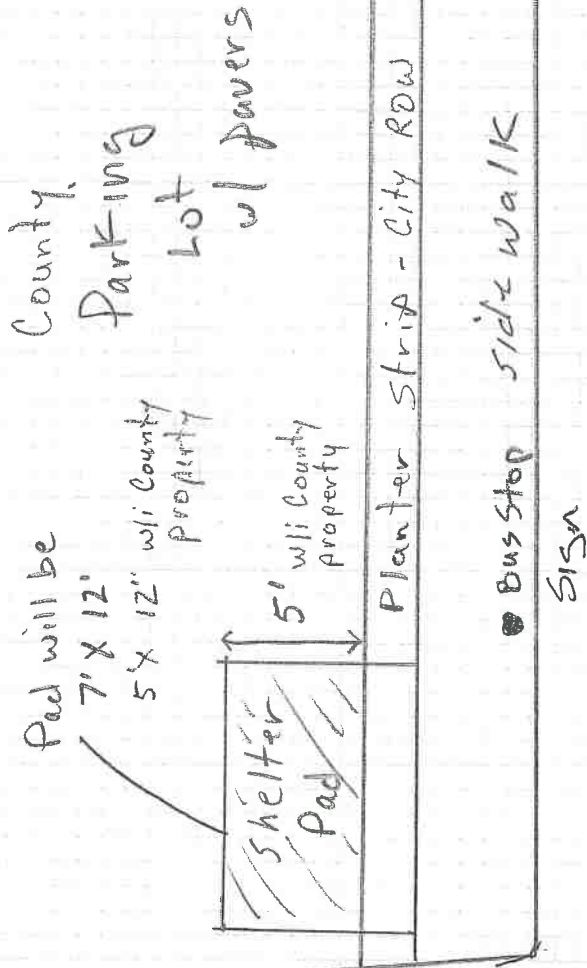
“Exhibit A”

Post Office Bus Stop

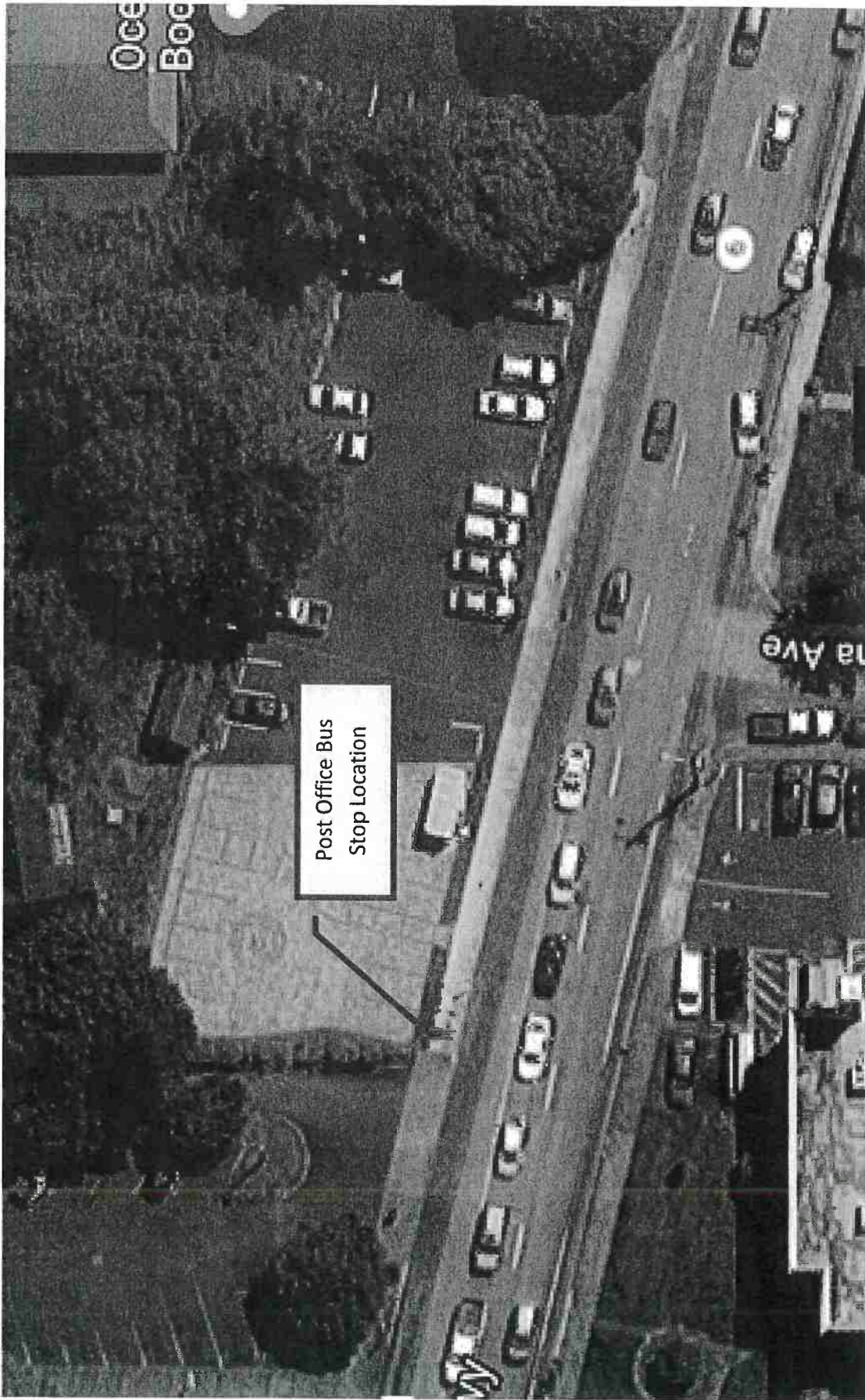


Post Office Bus Stop & Shelter

Post office



Post Office Bus Stop Location



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

**Authorizing the General)
Manager to Execute a STIF)
Intercommunity ODOT)
Grant Agreement No. 33813)**

RESOLUTION NO. 19-25

WHEREAS, Tillamook County Transportation District ("District") applied for an Oregon Department of Transportation (ODOT) Statewide Transit Improvement Fund (STIF) Intercommunity grant application to provide intercity transportation between Tillamook and Portland, fund preventative maintenance of buses, and purchase a Category B replacement bus; and

WHEREAS, ODOT allocated funding to the District for intercity service transit operations to Portland, preventative maintenance, and purchase of a Category B replacement bus; and

WHEREAS, the District wishes to accept the \$432,000 ODOT Grant Agreement No. 33813 the intercity transit operations, preventative maintenance and purchase of a Category B replacement bus; and

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

Authorizes the General Manager to execute ODOT Grant Agreement No. 33813 in the amount of \$432,000 to provide intercity services between Tillamook and Portland, preventative maintenance on buses, and purchase a Category B replacement bus.

INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 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 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$690,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$432,000.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project Cost; Grant Funds.** The total project cost is estimated at **\$690,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$432,000.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
5. **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.
6. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
7. **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 delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 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.
 - 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.
8. **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 any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred,

suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

9. 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) 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 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 and the Secretary 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. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

10. 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. 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.

c. Procurements.

i. 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. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. STIF Procurements

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)
Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest

in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.

- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Rail and Public Transit Division listed as a security interest holder, subject to the following additional requirements:

If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.

If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

11. 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.

12. **General Provisions**

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit

or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining

terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 09/10/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/17/2017

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EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC. Tillamook County Transportation District 33813				
<i>Operations. Preventive Maintenance. Vehicle Purchase.</i>				
Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$400,000.00	\$200,000.00	\$200,000.00	Other
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$70,000.00	\$56,000.00	\$14,000.00	Other
Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$220,000.00	\$176,000.00	\$44,000.00	Other
Sub Total	\$690,000.00	\$432,000.00	\$258,000.00	
Grand Total	\$690,000.00	\$432,000.00	\$258,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds operations, preventive maintenance, and a vehicle replacement project. The project supports operations, preventive maintenance, and replacement of a category B vehicle for the Route 5- Tillamook to Portland, Oregon Intercity Route.

This service will run between Tillamook and Portland, Oregon and has planned stops at the following locations: Tillamook Park and Ride; Tillamook Transit Center; Highway 6 Forest Center at mile post 22; Banks; North Plains; Hillsboro, 185th Avenue; Sunset Transit Center; Union Station Amtrak; and Greyhound Station. The service will run 2 round trips 7 days a week. The service operates along the newly designated Highway 6 Trees to Seas, Scenic Byway and Highway 26, Sunset Highway. There is an Interline agreement in place with Greyhound Buslines.

Operations

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 affected community members, and stakeholders identified by Recipient.

To the extent possible, Recipient 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 shall be made available to the general public.

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.

Preventive Maintenance

Provides funding for preventive maintenance on vehicles 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.

Vehicle Replacement

Provides funding to purchase 1 transit vehicle as follows: useful life - 10 years or 350,000 miles; approximate length - 35 feet or greater; estimated number of seats - 25 to 35; estimated number of ADA securement stations - 2; fuel type - liquefied petroleum gas.

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

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

OPTIS number V001150; 2011/Ford/Glaval; 3FRNF6FC4BV385634.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient shall continue to advertise the route through usual advertising venues, as well as advertising in new and innovative ways.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipients operating fixed route or deviated fixed route transit service shall create and maintain current GTFS data describing the service (this can be supported by State's GTFS contractor). GTFS data should be updated in advance of system changes to allow trip planners to stay current.

Competitive purchases of systems that can count passengers (e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) should include an explicit preference for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties.

STIF Intercommunity supported service providers are strongly encouraged to serve key transit hubs and stops operated by for-profit/national transit providers such as Greyhound, Bolt, Amtrak, Pacific Crest Transit, Central Oregon Breeze, etc. and to enter into interline ticketing agreements with Amtrak and/or Greyhound where practical.

Operations

No additional requirements.

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.

Vehicle Replacement

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

*Expected order date: October 31, 2019.
Expected delivery date: June 30, 2021.*

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

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

Pursuant to OAR 732-044-0050(6)(a-f) Recipient Shall:

- a) Identify, and report to State if useful life of capital asset will exceed useful life listed above. Recipient will need to state how useful life was determined.
- b) Recipient will notify State before disposing of capital asset.
- c) When disposition of asset has occurred, Recipient shall retain the net proceeds to reinvest in a future STIF Capital Project, or return the net proceeds to State. Further guidance found in OAR 732-044-0050(6)(c).
- d) Establish written procedures to ensure that capital asset is maintained in safe operating condition.

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

Modifications to projects funded with STIF Intercommunity Discretionary funds must continue to provide significant benefit to the statewide transit network or risk loss or reduction of project funding.

4. PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Operations projects have a 50 percent match requirement. All other project types have a 20 percent match requirement.

Operations

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.

Program income that may be used as Recipient's matching funds for this Agreement includes service contract revenue, advertisement and other earned income, other local funds, 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.

Preventive Maintenance

Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Vehicle Replacement

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with 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.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.

Project Progress Reporting:

Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting:

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.

On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.

Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures:

Expenditures of discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Operations:

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report the overall service costs, revenue miles, revenue

hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

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.

Vehicle Replacement

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.

Recipient will provide reporting information as prescribed by State on the vehicle purchased under this Agreement as long as the vehicle remains in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Recipient shall ensure Satisfactory Continuing Control of capital assets purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use, the Recipient or Sub-Recipient using the capital asset, and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, changes to vehicle condition and mileage.

Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

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EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	State Funding Agency		Total State Funding
STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$432,000.00

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

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

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

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

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

**Authorizing the General)
Manager to Execute a STIF)
Intercommunity ODOT)
Grant Agreement No. 33813)**

RESOLUTION NO. 19-26

WHEREAS, Tillamook County Transportation District ("District") applied for an Oregon Department of Transportation (ODOT) Statewide Transit Improvement Fund (STIF) Intercommunity grant application to provide intercity transportation between Tillamook and Portland, fund preventative maintenance of buses, and purchase a Category B replacement bus; and

WHEREAS, ODOT allocated funding to the District for intercity service transit operations to Portland, preventative maintenance, and purchase of a Category B replacement bus; and

WHEREAS, the District wishes to accept the \$432,000 ODOT Grant Agreement No. 33813 the intercity transit operations, preventative maintenance and purchase of a Category B replacement bus; and

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

Authorizes the General Manager to execute ODOT Grant Agreement No. 33813 in the amount of \$432,000 to provide intercity services between Tillamook and Portland, preventative maintenance on buses, and purchase a Category B replacement bus.

INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 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 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$149,600.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$134,640.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project Cost; Grant Funds.** The total project cost is estimated at **\$149,600.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$134,640.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
5. **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.
6. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
7. **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 delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 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.
 - 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.
8. **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 any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred,

suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

9. 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) 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 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 and the Secretary 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. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

10. 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. **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.

11. 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.

12. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written

instrument signed by both Parties and approved as required by applicable law.

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

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

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

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to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

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

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____ Arla Miller

Name _____
(printed)

Date _____ 09/10/2019

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

N/A

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF IC. Tillamook County Transportation District 33814				
<i>Mobility Management.</i>				
Item #1: Mobility Management - 5302(a)(1)(L)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$149,600.00	\$134,640.00	\$14,960.00	Local
Sub Total	\$149,600.00	\$134,640.00	\$14,960.00	
Grand Total	\$149,600.00	\$134,640.00	\$14,960.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a mobility management project to improve the NW Connector website trip planner, establish a process for government agencies to improve Open Street Map, and provide software tools and processes developed for other transit agencies to use. The mobility management project enhances the statewide transit network by leveraging previously existing software and data standards such as Open Trip Planner (OTP), Open Street Map (OSM), General Transit Feed Specification (GTFS), and GTFS-flex technology to incorporate demand responsive transit services.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Coordination:

Recipient must coordinate, regionally or statewide, on projects involving the improvement or procurement of technology, particularly passenger-facing technology. Coordination may address standardization of transit data, software coordination, procurement coordination and a seamless passenger experience across Oregon's transit agencies. As an opportunity to satisfy this condition, Recipient will be invited to participate in a series of coordination meetings that will address needs assessments, technology standards, and procurement options. The State will coordinate these meetings, using a State contractor to assist transit agencies and State staff. The State will also offer a technology needs assessment to Recipient at no cost to Recipient. Agencies not participating in the State's coordination meetings will, in the quarterly APR, report in detail on meaningful coordination efforts.

Recipient will:

- 1) Confer with the State on its investment plans for <https://getthereoregon.org/> the statewide instance of the Open Trip Planner (OTP), statewide GTFS-flex data development, and OSM maintenance before starting detailed project planning.*
- 2) Work to coordinate efforts with State, and provide justification for any duplication of statewide functionality with grant funds.*
- 3) Follow through with items 4-11 below only to the extent that they make sense given statewide efforts.*
- 4) Ensure contractor reviews OSM data and perform high-value maintenance activities to identify*

who maintains OSM data within the region along with determining the frequency and what gaps currently exist. The final determination will be identification of the next steps required prior to launching the new trip planner.

- 5) Ensure contractor deploys the OTP and incorporates GTFS and GTFS-flex data sets.
- 6) Ensure contractor develops the new NW Connector trip planner interface for the NWConnector.org website.
- 7) Ensure contractor conducts a user testing, feedback, and review process of both the current NWConnector.org website and the OTP trip planner interface with public users to give feedback comparing the two trip planners in functionality and style. Updates and enhancements will be made in accordance to user feedback.
- 8) Ensure contractor examines the role OSM data plays in user feedback, and whether map issues are resulting in negative user experiences. After the analysis is completed, NWOTA may collaborate with other government agencies, or create an ad hoc committee with the involvement of other agencies and organizations, to ensure the long-term maintenance of the OSM data for the region.
- 9) Ensure contractor launches the new trip planner interface and platform, and completes a 2-year implementation period to ensure stability of the resource during outreach to other agencies.
- 10) Determine, once the trip planner is operational, the reasonable usage based upon known direct costs in order to gain clarity on direct and indirect costs of the maintenance of both OPT and OSM.

i) Ensure NWOTA itemizes these costs, and calculates how costs would scale with the addition of more GTFS data sets, a larger street network encompassing a wider region, and more API calls from additional agency websites.

ii) Ensure NWOTA develops usage limits for smaller users and partnership dues for agencies and organizations wishing to have expanded access to OPT API in a way that allows other agencies to incorporate their services at reasonable marginal rates. Share knowledge and open technical resources on how to utilize the OTP API and OSM data maintenance processes that address map data issues other agencies may expect to find. This will include online guides and links to useful tools, marketed by NWOTA. NWOTA and Trillium will also hold public webinars and, if space allows, a presentation at the Oregon Public Transportation Conference explaining the software resources and how they can be accessed.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Modifications to Project Objectives:

Project changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

Modifications to projects funded with STIF Intercommunity Discretionary funds must continue to provide significant benefit to the statewide transit network or risk loss or reduction of project funding.

4. PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient was awarded a 10 percent match reduction for projects benefitting the statewide transit network. Recipient must maintain open and transparent satisfaction of one or more of the four match reduction factors identified in OAR 732-044-0005(4)(a)(A-D). Failure to satisfy at least one of these four factors will result in the Recipient being required to match 20 percent of the total project cost identified in the Agreement. This determination will be made on an annual basis following review of each quarter 4 Agency Periodic Report (APR) submittal.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing STIF funds and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.

Project Progress Reporting:

Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting:

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.

On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.

Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures:

Expenditures of discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF moneys shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each Fiscal Year in which the Qualified Entity receives STIF moneys.

Recipient shall submit this report as instructed separately from this SOW and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	State Funding Agency		Total State Funding
STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$134,640.00

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

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

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

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

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

**Authorizing the General Manager)
to Execute ODOT STIF Discretionary)
Grant Agreement No. 33788 for an)
Alternative Fueling Station)**

RESOLUTION NO. 19-27

WHEREAS, the Tillamook County Transportation District ("District") has been awarded a Statewide Transit Improvement Fund (STIF) Discretionary Grant from the Oregon Department of Transportation ("ODOT"); and

WHEREAS, ODOT has allocated \$288,000 in STIF Discretionary Grant funding to the Tillamook County Transportation District to plan and construct an alternative fuel (propane) fueling facility; and

WHEREAS, the Tillamook County Transportation District wishes to accept the ODOT STIF Discretionary Grant Agreement No. 33788 to plan and construct an alternative (propane) fueling facility; and

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

that the General Manager is authorized to execute ODOT STIF Grant Agreement No. 33788 in the amount of \$288,000 as provided for in the grant agreement with ODOT attached as Exhibit A to this resolution.

INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **October 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 6.b.iv of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Insurance Requirements

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

3. **Project Cost; Grant Funds.** The total project cost is estimated at **\$320,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$288,000.00** in Grant Funds for eligible costs described in Section 6 hereof.
4. **Project Cost; Grant Funds.** The total project cost is estimated at **\$320,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$288,000.00** in Statewide Transportation Improvement Funds for eligible costs described in Section 6 hereof.
5. **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.
6. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
7. **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 delivered to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 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.
 - 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.
8. **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 any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred,

suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

9. 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) 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 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 and the Secretary 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. Recipient shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

10. 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. **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.

11. 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.

12. General Provisions

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

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

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Reserved.**
- d. **Amendments.** This Agreement may be amended or extended only by a written

instrument signed by both Parties and approved as required by applicable law.

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

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority

to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

State of Oregon, by and through its
Department of Transportation

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

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____
(printed)

Date _____

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc. Tillamook County Transportation District 33788				
<i>Equipment Purchase. Planning.</i>				
Item #1: General Development/Comprehensive Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$100,000.00	\$90,000.00	\$10,000.00	Local
Item #1: Miscellaneous Equipment				
	Total	Grant Amount	Local Match	Match Type(s)
	\$220,000.00	\$198,000.00	\$22,000.00	Local
Sub Total	\$320,000.00	\$288,000.00	\$32,000.00	
Grand Total	\$320,000.00	\$288,000.00	\$32,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a planning and capital equipment project to plan, design, and construct a propane fueling station on Recipient's property. The fueling station includes a concrete pad, 225 amp electric service, a lighted awning, and a tank and pump apparatus.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient shall:

- a) Provide a documented categorical exclusion worksheet (DCE) to State.*
- b) Do a cost analysis to file for reference.*
- c) Proceed with writing a request for quote (RFQ) while waiting for DCE approval.*
- d) Submit RFQ to State for approval.*
- e) Advertise the RFQ in all appropriate forms, including ORPIN.*
- f) Provide State with all quotes received, quote analysis worksheet, and contractor to be awarded the contract.*
- g) Provide State with a copy of the contract between Recipient and contractor.*
- h) Provide State with copies of all permits and estimates.*
- i) Provide State with a copy of the final inspection report from the inspecting agency.*
- j) Provide State with pictures before and after of the improvement project.*

Recipient, in the performance of this project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Pursuant to OAR 732-044-0050(6)(a-f) Recipient shall:

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- a) Identify and report to State if useful life of capital asset exceeds 5 years and state how useful life was determined.
- b) Notify State before disposing of capital asset.
- c) When disposition of asset has occurred, retain the net proceeds to reinvest in a future STIF capital project or return the net proceeds to State. Further guidance can be found in OAR 732-044-0050(6)(c).
- d) Establish written procedures to ensure that the capital asset is maintained in safe operating condition.

4. PROJECT ACCOUNTING and SPENDING PLAN

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Recipient was awarded a 10 percent match reduction for projects benefitting the statewide transit network. Recipient must maintain open and transparent satisfaction of one or more of the four match reduction factors identified in OAR 732-044-0005(4)(a)(A-D). Failure to satisfy at least one of these four factors will result in the Recipient being required to match 20 percent of the total project cost identified in the Agreement. This determination will be made on an annual basis following review of each quarter 4 Agency Periodic Report (APR) submittal.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing STIF funds and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.

Project Progress Reporting

Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.

On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.

Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Fueling Station

Recipient shall ensure Satisfactory Continuing Control of capital assets purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use, the Recipient or Sub-Recipient using the capital asset, and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, changes to vehicle condition and mileage.

Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall submit this report as instructed separately from this Agreement and shall attach all responses submitted to Recipient by PTSPs receiving STIF discretionary funds that detail actions taken by those PTSPs.

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program	State Funding Agency		Total State Funding
STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		\$288,000.00

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

Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as

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

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

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

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

**Authorizing the General
Manager to Execute an ODOT
Section 5311(f) Grant Agreement
No. 33822 for Intercity Services**)
)
)
)

RESOLUTION NO. 19-28

WHEREAS, the Tillamook County Transportation District ("District") has received a grant from the Oregon Department of Transportation ("ODOT") under Section 5311 (f) of the Federal Transit Act of 1964, which is memorialized in ODOT Grant Agreement No. 33822; and

WHEREAS, ODOT allocated funding to the Tillamook County Transportation District for intercity transit services between Lincoln City and Salem, vehicle preventative maintenance, and capital equipment purchases; and

WHEREAS, the Tillamook County Transportation District wishes to accept the ODOT grant to fund intercity services, preventative maintenance, and capital needs for the intercity route between Salem and Lincoln City; and

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

that the General Manager is authorized to execute ODOT Section 5311(f) Grant Agreement in the amount of \$504,000 to provide intercity services, preventative maintenance and purchase capital equipment as provided for in the grant agreement with ODOT attached as Exhibit A to this resolution.

INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

*Attachment pg #'s off due to
replacement of grant agreement
being larger than original reprinted
after board packet was delivered.*

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 **October 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 **\$840,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$504,000.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. **Disbursement and Recovery of Grant Funds.**

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

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

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9. Recipient Subagreements and Procurements

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

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

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

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

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

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- 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

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

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

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

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

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

State of Oregon, by and through its
Department of Transportation

By _____
(Legally designated representative)

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

Name _____
(printed)

Date _____

Date _____

APPROVAL RECOMMENDED

By _____

By _____

Name _____
(printed)

Date _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY
(For funding over \$150,000)

APPROVED AS TO LEGAL SUFFICIENCY

N/A

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

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EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311(f) Tillamook County Transportation District 33822				
<i>Operations, Preventive Maintenance, Vehicle Replacement</i>				
Item #1: 50% Federal Share				
	Total	Grant Amount	Local Match	Match Type(s)
	\$560,000.00	\$280,000.00	\$280,000.00	Local
Item #1: Preventative Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$60,000.00	\$48,000.00	\$12,000.00	Local
Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$220,000.00	\$176,000.00	\$44,000.00	Local
Sub Total	\$840,000.00	\$504,000.00	\$336,000.00	
Grand Total	\$840,000.00	\$504,000.00	\$336,000.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds operations, preventive maintenance, and a vehicle replacement project for the Route 60X Tillamook to Salem Intercity Route.

The operations project enhances the statewide transit network by serving the key Oregon transit hubs in Grand Ronde, the downtown Salem Transit Mall, and the Salem Amtrak/Greyhound Station. In Grand Ronde, the service connects with Yamhill County Transit which provides service to McMinnville and points north. In Salem, the service connects with Cherriots and Cherriots Regional which provides rides around Salem, Marion, and Polk Counties. At the Salem Amtrak/Greyhound Station there are 15 connections to Amtrak, Greyhound, and POINT which connect to destinations to the south and north.

This project supports intercity transit service, which is characterized by infrequent stops, not being designed primarily for commuters, and the use of vehicles with the capacity to carry passenger luggage. The supported service makes meaningful connections to the larger transit network where possible. The supported service's route covers a one way distance of at least 20 miles, or closes a vital gap in the statewide transit network.

Operations

This service will run between Tillamook and Salem, Oregon and has planned stops at the following locations: Lincoln City - Chinook Winds Casino, Rose Lodge, Grand Ronde - Community Center, Spirit Mountain Casino, Rickreal Fairgrounds Park and Ride, Salem - Edgewater at Rosemont, Salem Greyhound/Amtrak station, and the Cherriots Transit Center. The service will run 3 roundtrips per day, 7 days a week.

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 affected community members, and stakeholders identified by Recipient.

To the extent possible, Recipient 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 shall be made available to the general public.

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.

Preventive Maintenance

Provides funding for preventive maintenance on vehicles 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.

Vehicle Replacement

Provides funding to purchase 1 transit vehicle as follows: useful life - 10 years or 350,000 miles; approximate length - 35 feet or greater; estimated number of seats - 25 to 35; estimated number of ADA securement stations - 2; fuel type - diesel.

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

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

OPTIS number V001462; 2014 Freightliner Glaval; 4UZADRDU6ECFU3691.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient shall continue to advertise the route through usual advertising venues and also advertise in new and innovative ways.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

Recipient, if operating fixed route or deviated fixed route transit service shall create and maintain current GTFS data describing the service (this can be supported by State's GTFS contractor). GTFS data should be updated in advance of system changes to allow trip planners to stay current.

5311(f)-supported services shall serve key transit hubs and stops operated by for-profit/national transit providers such as Greyhound, Bolt, Amtrak, Pacific Crest Transit, Central Oregon Breeze, etc. where practical unless explicitly exempted by State. 5311(f)-supported service providers shall enter into interline agreements with Greyhound and Amtrak where practical unless explicitly exempted by State.

Operations

This grant may fund up to four round trips per day.

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.

Vehicle Replacement

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

*Expected order date: October 31, 2019.
Expected delivery date: June 30, 2021.*

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

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment

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

Competitive purchases of systems that can count passengers (e.g., Automated Passenger Counters (APC), Automated Fare Collection (AFC) systems) must include an explicit preference for systems that support the GTFS-ride data standard. Purchases of real-time (RT) information systems for fixed route service must include support for GTFS-RT data and provide GTFS-RT data access to interested third parties.

Pursuant to OAR 732-044-0050(6)(a-f) Recipient shall:

- a) Identify and report to State if useful life of capital asset will exceed useful life listed above and explain how useful life was determined.*
- b) Notify State before disposing of capital asset.*
- c) When disposition of asset has occurred, retain the net proceeds to reinvest in a future STIF capital project, or return the net proceeds to State. Further guidance can be found in OAR 732-044-0050(6)(c).*
- d) Establish written procedures to ensure that capital assets are maintained in safe operating condition.*

Modifications to Project Objectives or Service:

Recipients receiving operating or mobility management funding for fixed route service shall provide adequate public notice of impending service changes. State shall be included in the first entities notified of any impending service changes. Cause for such notification shall include, but not be limited to, changes to route stops, route frequency, or the primary vehicle used for the service as well as Recipient's inability to maintain interline agreements made with other public transportation service providers. Service changes determined to significantly impede Recipient's ability to achieve objectives and deliverables identified in this Agreement may result in loss or reduction of project funding.

Modifications to projects funded with 5311(f) funds must continue to provide significant benefit to the statewide transit network and meet the definition of intercity service or risk loss or reduction of project funding.

4. PROJECT ACCOUNTING and SPENDING PLAN

Operations projects have a 50 percent match requirement. All other project types have a 20 percent match requirement.

Operations

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.

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.

Preventive Maintenance

Sources that may be used as Recipient's matching funds for this Agreement include Special Transportation Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Vehicle Replacement

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with 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.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements. Recipient shall confirm the eligibility of a Sub-Recipient prior to distributing moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period.

Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary funds by itself and its Sub-Recipients. Failure to use funds towards achievement of identified project deliverables may result in the cessation of funding to the Recipient for the remainder of the Agreement period.

Project Progress Reporting:

Project progress will be reported quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting:

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project.

On a biennial basis, Recipient shall provide additional feedback on outcomes achieved in an attachment to the final APR.

Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures:

Expenditures will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures. Requests for reimbursement for vehicle purchases must include a cover letter and copies of all invoices associated with expenses identified for reimbursement.

Operations:

Recipients of operating, mobility management, or any STIF Discretionary, STIF Intercommunity Discretionary, or 5311(f) funds associated with a specific transportation service shall report on several key project outcomes related to that service.

On a quarterly basis, Recipient shall report the overall service costs, revenue miles, revenue hours, and ridership for the service associated with this Agreement. Recipient shall also report the fare revenue, contract revenue, and any other revenue collected as a result of the service.

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.

Vehicle Replacement:

Recipient will provide reporting information as prescribed by State on the vehicle purchased under this Agreement as long as the vehicle remains in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter 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.

Recipient shall ensure Satisfactory Continuing Control of capital assets purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use, the Recipient or Sub-Recipient using the capital asset, and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, changes to vehicle condition and mileage.

Recipient shall notify State of the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the use of proceeds, if any, from the sale to State.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$504,000.00
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Administered By Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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

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

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

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

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

GENERAL - RECIPIENT.

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

TYPES AND AMOUNTS.

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

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

Bodily Injury, Death and Property Damage:

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

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

Bodily Injury, Death and Property Damage:

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

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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. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

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

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

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

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

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

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

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

RESOLUTION NO. 19-29

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

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

WHEREAS, TCTD and CTSI wish to enter into a MOU regarding the public transit needs of the parties and the funding strategy for the provision of transit services along the Coastal Connector Route 60X; serving Hwy 18 – Salmon River Hwy.

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Siletz Indians, effective through June 30, 2021 by which TCTD will provide transit services and CTSI will provide up to \$233,600 in matching funds for the services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

Memorandum of Understanding

**between
Tillamook County Transportation District and
the Confederated Tribes of Siletz Indians**

**regarding the
Route 60X Coastal Connector Project**

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1. Introduction

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

2. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing public transit needs not currently being adequately met in Tillamook, Marion, Polk, Yamhill and Lincoln Counties. Moreover, it will set forth the roles and responsibilities of TCTD as the recipient of 5311(f) Funds and provider of the specific services anticipated by the grant, and CTSI as a provider of local matching funds. Hereafter referred to as the "Project," the parties intend to use the funds to expand public transit services among Tillamook, Marion, Polk, Yamhill and Lincoln Counties by providing intercity bus service between Lincoln City, Grand Ronde and Salem (hereafter the "Services"), a corridor heavily travelled by CTSI members. The Project is commonly referred to as the Route 60X (Coastal Connector) Project.

3. Methods of Cooperation

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

4. Term

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

5. Rights, Roles, and Responsibilities

A. Tillamook County Transit District (TCTD)

- 1) As a federal funding recipient, TCTD is responsible for carrying out the project described in ODOT Agreement No. 33822 (the

- “Project”). The Project is described in detail in Exhibit A to this MOU.
- 2) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
 - 3) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD’s policies and procedures.
 - 4) TCTD will provide periodic financial reports on the Services at intervals as required by funding agencies.
 - 5) TCTD will develop periodic operational reports on the Services that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
 - 6) TCTD will provide any additional reports to funding agencies as required by those agencies.
 - 7) TCTD will ensure compliance with all applicable federal laws and regulations, and that all federal directives affecting Project implementation are followed. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
 - 8) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Currently the funding consists of a federal 5311(f) program grant in the amount of \$280,000 administered by the Oregon Department of Transportation and memorialized in ODOT Agreement No. 33822. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.
 - 9) TCTD will monitor program income, defined as income generated from passengers on the Project route, and agrees that such income shall be used as a source of revenue to extend the period over

which TCTD will provide the Services for a proportional period of time.

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

B. Confederated Tribes of Siletz Indians (CTSI)

- 1) The Local Funding Entities have pledged a total of \$336,000 in local matching funds for intercity bus service operations, preventative maintenance, and capital bus replacement in the amounts of \$233,600 by CTSI, \$58,400 by CTGR, and \$44,000 by TCTD.
- 2) CTSI's share of the local matching funds for the Project will be provided by CTSI on a quarterly basis, following receipt of an invoice for services provided.
- 3) CTSI will cooperate fully and timely with TCTD in all aspects of the Project, including the production of any reports or records required in the administration of the 5311(f) Funds.
- 4) CTSI agrees to obtain all necessary authorization or approvals for the location on the Chinook Winds Casino property where TCTD can park one transit vehicle at all times.
- 5) CTSI agrees to obtain all necessary authorization or approvals to provide a location at the Chinook Winds Casino property for a bus shelter and signage as necessary to effectively provide the Services. This may include the use of existing transit facilities.
- 6) CTSI agrees to cooperate with TCTD to determine and install signage deemed necessary to provide the Services.
- 7) In recognition of the contributions by CTSI to the Project, CTSI members may use the Coastal Connector transit service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a tribal member.

6. General Terms

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

referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute.

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

TCTD:
Douglas Pilant, General Manager
3600 Third St Ste A
Tillamook OR 97141
Fax: (503) 815-8005
Email: dpilant@tillamookbus.com

CTSI:

Fax: _____

Email: _____

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

[CONTINUED ON NEXT PAGE]

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

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

**CONFEDERATED TRIBES OF SILETZ
INDIANS**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

INTERCITY BUS SERVICE:

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

MARKETING:

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

PLANNING:

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

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

PASSENGER AMENITIES:

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

EXHIBIT B

ROUTE 60X INTERCITY SERVICE SCHEDULE

ROUTES 60X
COASTAL CONNECTOR +
70X
GRAND RONDE EXPRESS

Chinook Winds (Lincoln City)	Rose Lodge	Grand Ronde Community Center	Spirit Mountain	Rickreall Fairgrounds Park & Ride	Edgewater @ Rosemont	Salem Greyhound Amtrak Station	Downtown Salem Transit Mall	Downtown Salem Transit Mall	Salem Greyhound Amtrak Station	Edgewater @ Rosemont	Rickreall Fairgrounds Park & Ride	Spirit Mountain	Grand Ronde Community Center	Rose Lodge	Chinook Winds (Lincoln City)	
1	2	3	4	5	6	7	8	8	7	6	5	4	3	2	1	
EASTBOUND TO SALEM								WESTBOUND TO LINCOLN CITY								
6:20	6:33	6:54	7:00	--	--	7:40	7:50	7:00	--	7:03	7:20	7:50	7:55	--	--	
--	--	8:15	8:20	8:50	9:02	--	9:10	8:30	8:40	--	--	9:20	9:25	9:47	10:00	
12:00	12:13	12:34	12:40	--	--	1:20	1:30	1:30	--	1:33	1:50	2:20	2:25	--	--	
--	--	2:30	2:35	3:05	3:17	--	3:25	2:10	2:20	--	--	3:00	3:06	3:27	3:40	
--	--	5:15	5:20	5:50	6:02	--	6:10	4:15	5:50	4:18	4:35	5:05	5:10	--	--	
5:30	5:43	6:04	6:10	6:40	6:52	7:02	7:12	6:20	--	6:23	6:40	7:10	--	--	--	
--	--	--	7:15	7:45	7:57	--	8:05	7:32	7:42	--	--	8:22	8:28	8:49	9:02	
								AM								
								PM								

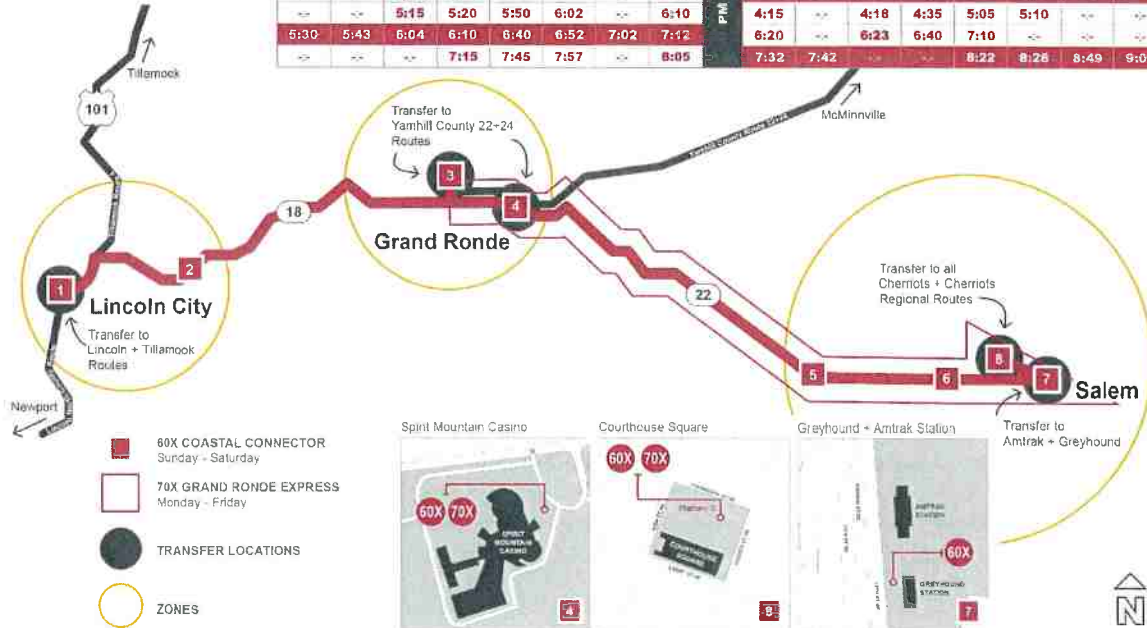


EXHIBIT C

PROJECT GRANT FUNDING SOURCES AND MATCHING FUNDS

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

Section 5311(f) resources will be used to pay for three (3) intercity service trips per day between Lincoln City (Chinook Winds Casino) to Grand Ronde (Spirit Mountain Casino) and to the Salem Amtrak/Greyhound terminals.

	Project Total	ODOT 5311(f) Grant Amount	Local Match Requirements
Transit Operations	\$560,000	\$280,000	\$280,000
Preventative Maintenance	\$60,000	\$48,000	\$12,000
Marketing			
Capital	\$220,000	\$176,000	\$44,000
Total Grant	\$840,000	\$504,000	\$336,000

Local Funding Entities Cash Match Cost Share:

CTSI and CTGR will provide local resources to fund Section 5311(f) local matching funds requirement for intercity bus transit service operations and vehicle preventative maintenance.

	Operations	Prevent. Maint.	Marketing	Capital	Total Match
CTGR	\$56,000	\$2,400			\$58,400
CTSI	\$224,000	\$9,600			\$233,600
LCTSD					
TCTD				\$44,000	\$44,000
Total	\$280,000	\$12,000		\$44,000	\$336,000

Grand Ronde to Salem Funding:

CTGR will provide up to \$170,000 in other resources to extend the three (3) intercity service trips from Grand Ronde to the Downtown Salem Transit Mall.

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

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

RESOLUTION NO. 19-30

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

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

WHEREAS, TCTD and CTGR wish to enter into a MOU regarding the public transit needs of the parties and the funding strategy for the provision of transit services along the Coastal Connector Route 60X; serving Hwy 18 – Salmon River Highway.

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2021, by which TCTD will provide transit services and CTGR will provide up to \$208,400 in matching funds for the services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

Memorandum of Understanding

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

regarding the
Route 60X Coastal Connector Project

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1. Introduction

The Tillamook County Transportation District (hereafter "TCTD") and the Confederated Tribes of Grand Ronde (hereafter "CTGR"), through the leadership of the Tribal Council are entering into a collaborative transit project also involving the Confederated Tribes of Siletz Indians (hereafter "CTSI"). CTGR and CTSI are collectively referred to as the "Local Funding Entities." The Project is commonly referred to as the Route 60X (Coastal Connector) Project. The project will provide additional public transit services to CTGR members, CTSI members, and the general public in Tillamook, Marion County, Polk County, Yamhill County and Lincoln County utilizing Federal 5311(f) Program funds ("5311(f) Funds") awarded to TCTD by the Oregon Department of Transportation ("ODOT"). TCTD and CTGR are collectively referred to as the "Parties." CTSI has its own similar but separate agreement with TCTD regarding this project.

2. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a mutually agreeable framework for cooperatively addressing intercity public transit needs being met in Tillamook, Marion, Polk, and Lincoln Counties by the Coastal Connector project. Moreover, it will set forth the roles and responsibilities of TCTD as the recipient of 5311(f) Funds and provider of the specific services anticipated by the grant, and CTGR as a provider of local matching funds. Hereafter referred to as the "Project," the parties intend to use the funds to continue and expand intercity public transit services between Tillamook, Marion, Polk, and Lincoln Counties by providing intercity bus service between Lincoln City, Grand Ronde and Salem (hereafter the "Services"), a corridor heavily travelled by CTGR members. This agreement also includes continuation of three round trips Sunday thru Saturday that CTGR had previously funded through the Salem Area Mass Transit District from other funding sources prior to the 2019-2021 TCTD ODOT 5311 (f) funding for the Route 60X (Coastal Connector) project.

3. Methods of Cooperation

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

4. Term

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

5. Rights, Roles, and Responsibilities

A. Tillamook County Transit District (TCTD)

- 1) As a federal funding recipient, TCTD is responsible for carrying out the project described in ODOT Agreement No. 33822 (the "Project"). The Project is described in detail in Exhibit A to this MOU.
- 2) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
- 3) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD's policies and procedures.
- 4) TCTD will provide periodic financial reports on the Services at intervals as required by funding agencies.
- 5) TCTD will develop periodic operational reports on the Services including quarterly reports on the number of trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
- 6) TCTD will provide any additional reports to funding agencies as required by those agencies.
- 7) TCTD will ensure compliance with all applicable federal laws and regulations, and that all federal directives affecting Project implementation are followed. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
- 8) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Currently the funding consists of a federal 5311(f) program grant in the amount of \$504,000 administered by the Oregon Department of Transportation and memorialized in ODOT Agreement No. 33822. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in

Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.

- 9) TCTD will monitor program income, defined as income generated from passengers on the Project route, and agrees that such income shall be used as a source of revenue to proportionately reduce the expenses in the quarterly invoices.
- 10) In carrying out the Services, TCTD will act in accordance with the applicable standards described in the certifications and assurances attached as Exhibit D to this MOU. TCTD will comply with applicable federal laws and regulations, including those listed at Exhibit D. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.

B. Confederated Tribes of Grand Ronde (CTGR)

- 1) The Local Funding Entities have pledged a total of \$336,000 in local matching funds for the intercity bus service operations, capital and preventative maintenance in the amounts of \$233,600 by CTSI, \$58,400 by CTGR and \$44,000 by TCTD.
- 2) CTGR's share of the local matching funds for the Project will be provided by CTGR on a quarterly basis, following receipt of an invoice for services provided.
- 3) CTGR will cooperate fully and timely with TCTD in all aspects of the Project, including the production of any reports or records required in the administration of the 5311(f) grant program.
- 4) CTGR agrees to obtain all necessary authorization or approvals to provide a location at the Grand Ronde Community Center property and at the Spirit Mountain Casino property for a bus stop and signage as necessary to effectively provide the Services. This may include the use of existing transit facilities and signage.
- 5) As part of this commitment the CTGR will also maintain covering the cost of three pre-existing Grand Ronde to Salem round trips. This will be as other available resources to this Coastal Connector Project and not part of TCTD's intercity 5311 (f) grant (which has a higher match obligation).
- 6) In recognition of the contributions by CTGR to the Project, CTGR members may use the Coastal Connector transit service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a tribal member.

6. General Terms

- A. Termination.** This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the Project, it may do so upon 90 days' written notice to the other Party.
- B. No Third Party Beneficiaries.** TCTD and CTGR are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to CTSI, LCTSD, or other third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the MOU.
- C.** CTGR shall indemnify TCTD to the extent of TCTD's indemnity of CTGR, which is limited by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, against liability for damage to life or property arising from the CTGR's activities under this Agreement, provided that CTGR shall not be required to indemnify TCTD for any such liability arising out of the wrongful or negligent acts of employees or agents of TCTD.
- To the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, TCTD shall indemnify CTGR against liability for damage to life or property arising from TCTD's activities under this Agreement, provided that TCTD shall not be required to indemnify CTGR for any such liability arising out of the wrongful or negligent acts of employees or agents of CTGR.
- D. Dispute Resolution:** The undersigned representatives of each Party hereby affirm that they have entered into this MOU in good faith. Each Party agrees that it will discharge its obligations under this MOU in good faith. The Parties agree that they will work together and will endeavor to accomplish the purposes and goals of this MOU in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this MOU, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute. Nothing contained within this agreement shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

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

TCTD:

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

CTGR:

Kim Rogers, Planning & Grants Manager
9615 Grand Ronde Road
Grand Ronde, OR 97347
Fax: (503) 879-2263
Email: kim.rogers@grandronde.org

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

Party of that or any other provision. Each Party, by the signature below of its authorized representative, hereby acknowledges that it has read this MOU, understands it, and agrees to be bound by its terms and conditions.

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

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

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

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

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

INTERCITY BUS SERVICE:

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

MARKETING:

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

PLANNING:

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

As feasible, depending on the terminus of the service in Salem, the TCTD will enter into interline agreement(s) with Amtrak and/or Greyhound/NBTA. The interline agreement(s) will allow passengers ticketed through Amtrak or Greyhound/NBTA systems to ride on the service supported by this grant. Interlining agreements will increase the visibility and usability of the service. Program revenue will be accounted for as per Section 5.A.9 of this Agreement.

PASSENGER AMENITIES:

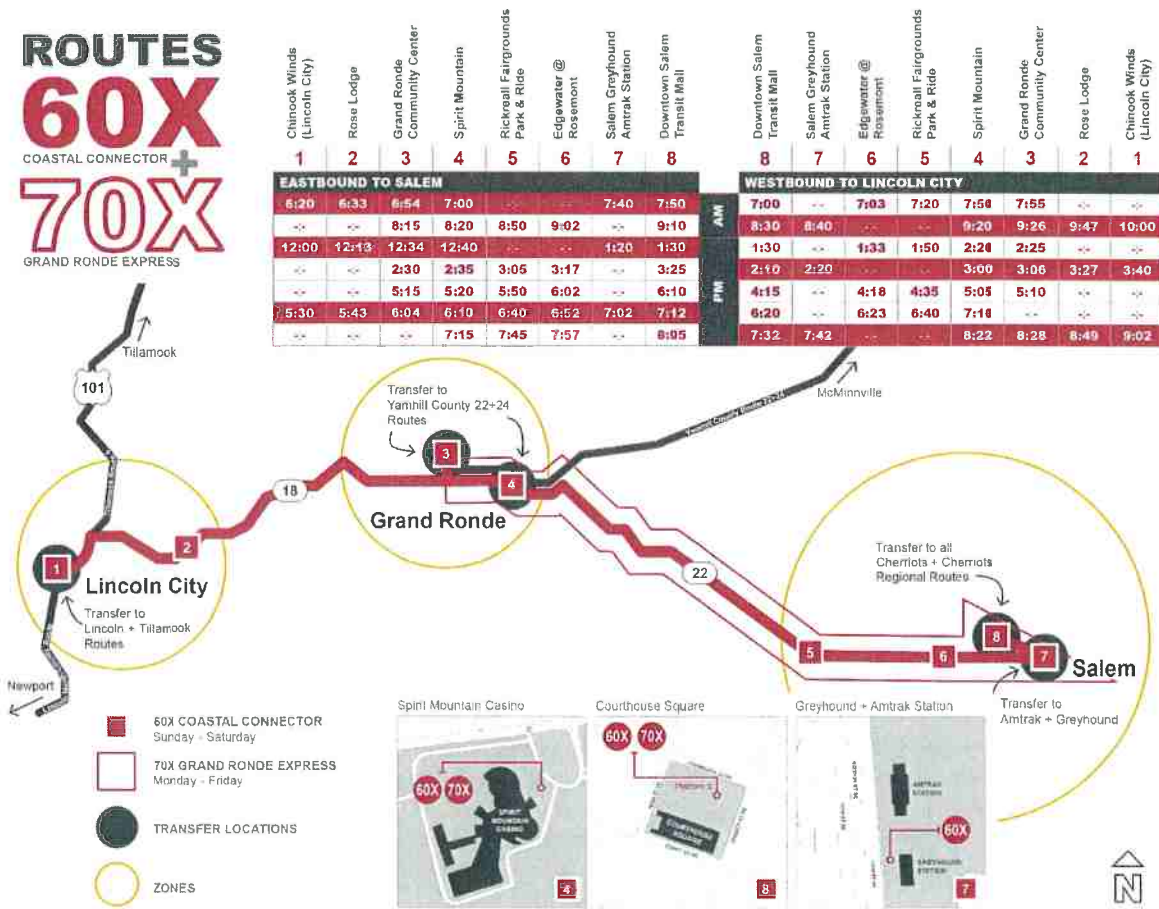
TCTD and the Local Funding Entities will collaborate with ODOT to invest in mutually agreed on passenger amenities to serve passengers of the intercity bus service.

DATES OF SERVICE:

The planned dates of service are October 1, 2019 through to and including June 30, 2021.

EXHIBIT B

SERVICE SCHEDULE COASTAL CONNECTOR



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

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EXHIBIT C

GRANT FUNDING SOURCES AND CASH MATCHING FUNDS

1. ODOT Section 5311(f) Funds from ODOT to TCTD.

TCTD will use ODOT Section 5311(f) Program grant monies to partially fund intercity bus service that consists of up to three (3) daily round trips Monday through Friday between Lincoln City, Grand Ronde and Salem excluding Grand Ronde to Salem Transit Mall which was already being funded by CTGR (see below).

2. Weekday Service Between Lincoln City and Grand Ronde.

TCTD will operate intercity bus service between Lincoln City and the Spirit Mountain Casino at Grand Ronde. The bus service will consist of up to three (3) daily round trips Monday through Friday. CTSI will provide 80% of this match while CTGR will fund 20%.

3. Weekend Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem Amtrak/Greyhound bus terminal. The bus service will consist of up two (3) daily round trips Saturday and Sunday. CTSI will provide 80% of this match while CTGR will fund 20%.

4. Holiday Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem Greyhound bus terminal. The bus service will consist of up three (3) daily round trips on Presidents and Veterans Day holidays. CTSI will provide 80% of this match while CTGR will fund 20%.

5. Weekday Service Between Transit Mall and the Amtrak Station.

TCTD will operate intercity bus service between the Cherriots Transit Mall and the Salem Greyhound bus terminal. The bus service will consist of up to three (3) daily round trips Monday through Friday. CTSI will provide 50% of this match while CTGR will fund 50%.

	Project Total	Grant Amount	Local Match Requirements
Transit Operations	\$560,000	\$280,000	\$280,000
Preventative Maintenance	\$60,000	\$48,000	\$12,000
Capital Bus Replacement	\$220,000	\$176,000	\$44,000
Total Grant	\$840,000	\$504,000	\$336,000

Local Funding Entities Cash Match Cost Share:

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

	Operations	Prevent. Maint.	Capital	Total Match
CTGR	\$56,000	\$2,400		\$58,400
CTSI	\$224,000	\$9,600		\$233,600
TCTD			\$44,000	\$44,000
Total	\$280,000	\$12,000	\$44,000	\$336,000

Grand Ronde to Salem Funding:

Effective beginning October 1, 2019, CTGR will provide up to \$150,00 in resources to extend the Route 60X from the Spirit Mountain Casino to the Downtown Salem Transit Mall and back for a planned total of three round trips. These resources will also be used for the last Route 60X trip east to stop at the Rickreall Park and Ride and at the Edgewater bus stop in West Salem.

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

**Authorizing the General Manager to)
Enter into Contract with Kittelson)
and Associates, Inc. to Prepare)
a STIF Service Plan)**

RESOLUTION NO. 19-31

WHEREAS, on October 18, 2018 the Tillamook County Transportation District Board of Directors adopted a FY 2019-21 STIF Plan that included priorities that included adding service to the Port of Tillamook Bay (POTB); and

WHEREAS, the District's STIF Plan included setting aside STIF monies to perform an additional planning study to select the best service approach for the POTB and conduct further planning to identify STIF priorities for FY 2021-23; and

WHEREAS, the District conducted an RFP process to select a consultant to guide a planning process to select the most appropriate service approach and identify priorities for the District's FY 21-23 STIF funding biennia; and

WHEREAS, the District received one proposal from Kittelson and Associates, Inc. consulting firm; and

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

that the Board authorizes the General Manager to enter into a contract not to exceed \$48,836 with Kittelson and Associates, Inc. to prepare a POTB Service Plan and establish funding priorities for the FY 2021-23 funding biennia.

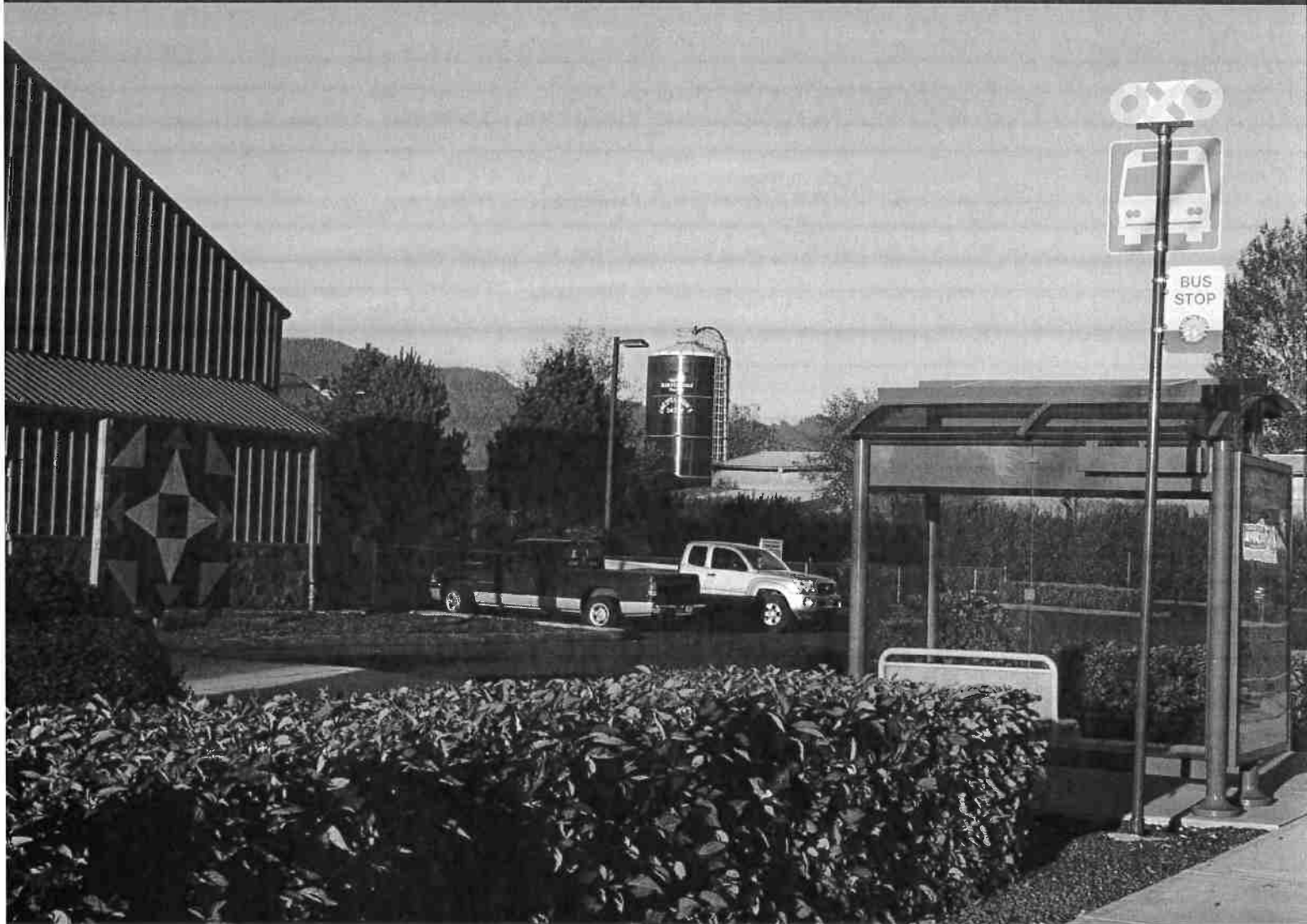
INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

Tillamook County Transportation District Statewide Transportation Improvement Fund Planning



PREPARED BY

K KITTELSON
& ASSOCIATES

September 6, 2019

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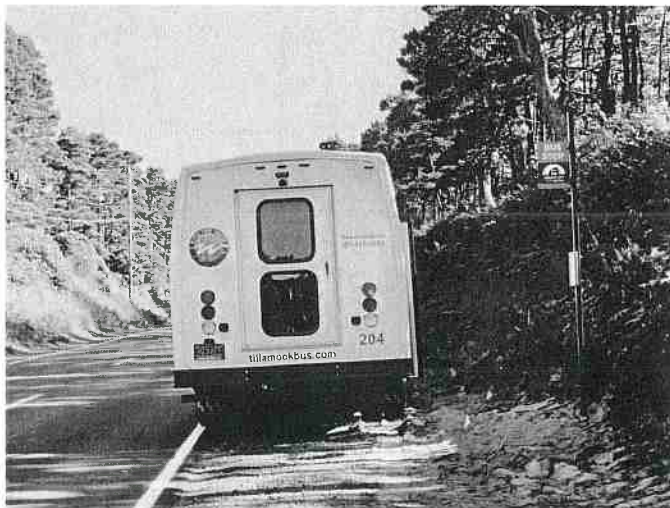
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WHY KITTELSON?

Kittelson & Associates, Inc. (Kittelson) has worked with the Tillamook County Transportation District (TCTD) on multiple efforts since 2014, including the Transit Development Plan (TDP) Update, Coordinated Transportation Plan (CTP) for Tillamook County, the Intercity Transit Connections Enhancement Plan, Pacific City Summer Shuttle Route Planning, Signage, and Brochure Design, Route 60X/70X Brochure Design, and Route 1 and County Fair Service Brochure Design. This has given us an understanding of the breadth of services provided by TCTD and their roles and responsibilities serving Tillamook County residents as well as coordinating with regional partners. It has been a pleasure implementing elements of the Transit Development Plan, and we are excited about helping TCTD identify their next steps to enhance their services utilizing STIF funds, recommendations in existing plans, and input from the community and stakeholders. Our team has:

TCTD Mission:
"Connect Communities Through Sustainable Transit Services," by providing a variety of public transportation services.

- **In depth understanding of TCTD and its services and prior planning efforts.** Kittelson led the most current update of TCTD's Transit Development Plan, Coordinated Transportation Plan, and Intercity Connections Enhancement Plan and is familiar with the NWOTA plan and its partners.
- **STIF planning experience.** Kittelson has worked with other transit agencies such as Cascades East Transit and Rogue Valley Transportation District, to identify near-term STIF projects as part of long-range planning efforts.
- **Collaborative approach.** We will apply a collaborative "bottom-up" approach that ensures meaningful participation from stakeholders that will help build trust and support for the recommendations.



APPROACH

TCTD identified priorities for their STIF funding for the FY 2019-2021 biennia. Those priorities include adding service to the Port of Tillamook Bay (POTB); however, they noted that additional study is needed to select the best service approach for the POTB. TCTD's Transit Development Plan includes two alternatives to serve the POTB which would provide additional service to two different areas. One alternative would increase the frequency of service on most of the Tillamook Town Loop and the other would expand TCTD's service area to provide service along Sand Lake Road to Pacific City. A new route along Sand Lake Road could connect to Lincoln City and could also have positive impacts on the Tillamook-Lincoln City Route by reducing travel time if it no longer needs to serve Pacific City. These alternatives need to be evaluated to assess costs, jobs served, low-income population served (a key STIF priority), potential ridership, and be fully vetted with stakeholders such as the POTB, Pacific City stakeholders, Tillamook stakeholders, Lincoln City stakeholders, and riders.

The FY 2019-2021 STIF planning also identified the need to conduct further planning to identify STIF priorities for FY 2021-2023. Although there are additional improvements identified in TCTD's adopted plans, additional analysis and stakeholder engagement is needed to determine the next projects that should be implemented. The planning for both POTB service and the next STIF biennium needs to engage TCTD's management team, community stakeholders, and STIF Advisory Committee in a meaningful way.

The following describes our proposed approach to help TCTD select a preferred POTB service alternative and identify the best investment of TCTD's future STIF funds. We are open to working with TCTD to modify this approach to fully meet your needs.

APPROACH

1. Review and Evaluate Existing Adopted Plans

- **Review all existing TCTD adopted plans**
- **Prepare a matrix** listing all projects and actions from the adopted plans that have not been completed noting the following:
 - which plan they are in
 - the project purpose or benefit
 - goals addressed by the project
 - priority noted in the plan
 - identify if the project is potentially eligible for STIF funding
 - qualitative comparison of low-income population served
- **Prepare a summary** of TCTD goals as documented in all of their adopted plans and document alignment with STIF goals and objectives.

Deliverables:

Project Matrix

Goals Summary

2. Evaluate service alternatives to serve the Port of Tillamook Bay (POTB)

- **Identify the range of alternatives** to serve the POTB from the Transit Development Plan and work with TCTD to identify additional sub-alternatives.
- **Analyze the service alternatives** using Remix to identify costs, people and jobs served, and low-income population served by each alternative
- **Evaluate ridership** on the existing Tillamook Town Loop and Tillamook - Lincoln City route to assess the number of riders that may benefit or be impacted by each alternative and assess the potential ridership changes.

Deliverable:

POTB Alternatives Analysis

3. Engage stakeholders

- **On-board Survey** - Prepare an on-board survey for riders on the Tillamook Town Loop and Tillamook - Lincoln City route to obtain feedback on the proposed route alternatives and gather additional insights that may be helpful to select or fine tune each alternative. (Consultant shall prepare the survey and data entry tool. TCTD shall conduct the survey and enter the data. Consultant shall summarize the survey results.)
- **Website Posting** - Work with TCTD to announce the project on TCTD's website and social media and solicit requests to participate in a stakeholder meeting. This will allow TCTD to identify interested parties and allow the team to meet the schedule rather than have them show up for a specific public meeting time and place.
- **Stakeholder Meetings** - Conduct stakeholder meetings with business representatives, social service providers, and interested parties to gather input on the POTB service alternatives as well as gather input on priorities for the projects in the Project Matrix.
- **Online Survey** - Prepare a simple online survey for the public to review and rank potential STIF Plan projects in the Project Matrix. Survey to be promoted by TCTD on their website, social media channels, and other means consistent with their Title VI Plan.
- **TCTD Management Team Meeting** - Meet with TCTD's management team to gather input on the POTB service alternatives and gather input on priorities for the projects in the Project Matrix.
- **STIF Advisory Committee Meeting** - Meet with TCTD's STIF Advisory Committee to provide an update on the POTB alternatives analysis, review the Project Matrix and feedback obtained

from stakeholders and online, and identify the committee's priority STIF eligible projects.

Deliverables:

On-board survey instrument and survey summary

Website Posting - content for one (1) website posting describing the project effort and soliciting requests for participating in a stakeholder interview

Stakeholder Meetings - Up to three (3) in-person meetings on up to two (2) separate days and six (6) teleconference meetings with meeting summaries

Online Survey - one (1) online survey to prioritize STIF projects and summary

TCTD Management Team Meeting - one (1) in-person meeting at TCTD with meeting summary

STIF Advisory Committee Meeting - one (1) in-person STIF Advisory Committee Meeting with meeting summary

4. Draft Preferred Plan

- **Draft POTB Preferred Plan** - Draft POTB Preferred Plan - prepare a brief memo up to five (5) pages in length summarizing the preferred service plan for the POTB and attaching the alternatives analysis and input received
- **Draft STIF Project Priorities** - prepare a brief memo up to five (5) pages in length documenting TCTD's goals for STIF funding and proposed funding priorities for the FY 2021-2023 STIF period.

Deliverable:

Draft POTB Preferred Plan Memo

Draft STIF Goals and Project Priorities Memo

5. Final Review with Stakeholders

- **TCTD Management Team Meeting** - Meet with TCTD's management team to gather input on the Draft POTB and STIF Goals and Project Priorities.
- **STIF Advisory Committee Meeting** - Meet with TCTD's STIF Advisory Committee to gather input on the Draft POTB and STIF Goals and Project Priorities.

6. Final Review with Stakeholders

- **Final POTB Preferred Plan Memo** - finalize POTB Preferred Plan Memo based on TCTD Management Team and STIF Advisory Committee Input
- **Final STIF Project Priorities Memo** - finalize STIF Project Priorities Memo based on TCTD Management Team and STIF Advisory Committee Input.

Deliverable:

Final POTB Preferred Plan Memo

Final STIF Goals and Project Priorities Memo

Project Management

Project management will be conducted throughout the project and include bi-weekly teleconference calls with the Project Management Team and monthly written progress reports.

SCHEDULE

The following schedule outlines the project milestones we anticipate to meet TCTD's timeline.

2019		2020		
October	November	December	January	February
Review/Evaluate Existing Adopted Plans				
Evaluate Service Alternatives				
	Engage Stakeholders			
	Draft Preferred Plan			
			Final Review with Stakeholders	
				Final Preferred Plan
Project Management/Bi-Weekly Calls				

HOURLY RATES

**Tillamook County Transportation District
Rate Schedule
As of September 2019**

Classifications	Hourly Rate	Overhead 211.28%	Profit 10%	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$78.96	\$166.84	\$24.58	\$270.38
Principal Engineer/Planner				
<i>Paul Ryus</i>	\$64.17	\$135.58	\$19.97	\$219.72
<i>Susan Wright</i>	\$63.44	\$134.04	\$19.75	\$217.22
Associate Engineer/Planner	\$57.84	\$122.20	\$18.00	\$198.04
Senior Engineer/Planner	\$48.86	\$103.23	\$15.21	\$167.31
Engineer/Planner				
<i>Krista Purser</i>	\$35.21	\$74.39	\$10.96	\$120.56
<i>Bryan Graveline</i>	\$35.21	\$74.39	\$10.96	\$120.56
Transportation Analyst	\$31.38	\$66.30	\$9.77	\$107.45
Technician I				
<i>Katie Taylor</i>	\$26.38	\$55.74	\$8.21	\$90.33
Technician II	\$37.82	\$79.90	\$11.77	\$129.49
Senior Technician	\$38.73	\$81.83	\$12.06	\$132.62
Associate Technician	\$45.82	\$96.80	\$14.26	\$156.87
Data Analyst/Software Technician	\$20.74	\$43.82	\$6.46	\$71.02
Data Scientist/Developer	\$46.39	\$98.01	\$14.44	\$158.84
Senior Data Scientist/Developer	\$56.76	\$119.92	\$17.67	\$194.35
Principal Data Scientist/Developer	\$75.35	\$159.20	\$23.45	\$258.00
Office Support	\$21.37	\$45.15	\$6.65	\$73.17

*Average classification rates by category are shown above along with actual rates for key personnel. Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.

STAFF HOUR AND FEE ESTIMATE

TCTD STIF Planning

Consultant Name: Kittelson

Estimator: Susan Wright

Task/Sub-Task & Deliverable	Project Manager (Susan Wright)	Principal Engineer (Paul Ryus)	Planner (Krista Purser)	Engineer (Bryan Graveline)	Tech I (Makenzie Cooper)	Total	Total Cost
	\$217.22	\$219.72	\$120.56	\$120.56	\$90.33		
Task 1: Review and Evaluate Existing Plans	10	0	8	18	4	40	\$5,668
1.1 Project Matrix	4	-	4	8	2	18	\$2,496.26
1.2 Goals Summary	4	-	4	8	2	18	\$2,496.26
Project Management	2	-	-	2	-	4	\$675.56
Task 2: Evaluate POTB Service Alternatives	10	2	8	26	4	50	\$7,072
2.1 POTB Alternatives Analysis	8	2	8	24	4	46	\$6,396.44
Project Management	2	-	-	2	-	4	\$675.56
Task 3: Engage Stakeholders	57	2	8	70	4	141	\$23,016
3.1 On-board Survey	4	1	4	20	4	33	\$4,343.36
3.2 Website Posting	1	-	-	2	-	3	\$458.34
3.3 Stakeholder Meetings	28	-	-	12	-	40	\$7,528.88
3.4 Online Survey	4	1	4	12	-	21	\$3,017.56
3.5 Mangement Team Meeting	8	-	-	10	-	18	\$2,943.36
3.6 STIF Advisory Committee Meeting	8	-	-	10	-	18	\$2,943.36
Expenses	-	-	-	-	-	-	\$430.00
Project Management	4	-	-	4	-	8	\$1,351.12
Task 4: Draft Preferred Plan	6	3	6	22	6	43	\$5,880
4.1 Draft POTP Plan Memo	2	1	2	8	2	15	\$2,040.42
4.2 Draft STIF Priorities Memo	2	2	4	12	4	24	\$3,164.16
Project Management	2	-	-	2	-	4	\$675.56
Task 5: Final Review with Stakeholders	18	0	0	6	0	24	\$4,848
5.1 Mangement Team Meeting	8	-	-	2	-	10	\$1,978.88
5.2 STIF Advisory Committee Meeting	8	-	-	2	-	10	\$1,978.88
Expenses	-	-	-	-	-	-	\$215.00
Project Management	2	-	-	2	-	4	\$675.56
Task 6: Final Preferred Plan	5	0	0	9	2	16	\$2,352
6.1 Final POTP Plan Memo	2	-	-	4	1	7	\$1,007.01
6.2 Final STIF Priorities Memo	2	-	-	4	1	7	\$1,007.01
Project Management	1	-	-	1	-	2	\$337.78
Total	106	7	30	151	20	314	\$48,836

QUALIFICATIONS

FIRM DESCRIPTION

Founded in 1985, Kittelson provides comprehensive transportation engineering, planning, and research services to government and private organizations. We solve complex transportation problems so our communities can make seemingly small decisions that can transform their lives. A community designed with care becomes more vibrant, sustainable and equitable.



Kittelson employs more than 244 professionals in 25 offices across the US. Our organizational structure is an extension of our unique culture, which focuses on the professional growth of staff and our passion to be leaders and innovators in the transportation profession. From entry-level technical staff to leadership, TCTD will directly benefit from Kittelson by interacting with our enthusiastic individuals at every level.

On a day-to-day basis, Kittelson's project managers are the key to our success. The project manager promotes and provides direct client communications and is responsible for identifying and satisfying the client's needs for staffing and product preparation. Outward focused values and a thoughtful, collaboration-based approach combined with a flat, nimble structure allows Kittelson to provide TCTD with a successful design and implementation of a consensus-based strategic plan.

Quality assurance and quality control (QA/QC) are essential elements of our work at Kittelson. The primary mission of QA is to define the right scope of work and contract terms, constrained within the right schedule and budget, and executed by the right resources. The primary mission of QC is to provide quality deliverables to our clients consistent with our professional ethics.

We provide:

Extensive transit planning and policy experience. We led planning efforts ranging from coordinated transit plans for ODOT Regions 2 and 4 to TDPs for Oregon service providers and an ongoing statewide Transit Network Report for ODOT. We prepared best practice guidelines, including ODOT's Transit Development Plan Guidebook, FDOT's Best Practices in Reporting Transit Performance, and annual transportation network summaries like FDOT's Source Book.

Leaders in national transit research and transformational technologies. For 20 years, Kittelson has been at the forefront of national efforts to quantify the transit passenger experience, including developing the national Transit Capacity and Quality of Service Manual, writing two TCRP guidebooks on transit performance measurement, and pioneering work for FDOT on measuring transit access and connectivity. Team members are leading efforts to evaluate the impact of automated vehicle technology on transportation systems and to use Big Data in decision-making.

High-quality, user-friendly deliverables. Kittelson's in-house creative services group provides informative, engaging graphics, technical editing, and reader-friendly layout for the documents we produce, always keeping in mind the needs of the audiences for the deliverables. Our team is also adept at producing presentations, videos, and web-based information as needed to support projects.

Prior experience working with the TCTD. The Kittelson team has successfully completed projects for TCTD, giving us in-depth understanding of the transportation district. Recent experience includes the TCTD Transit Development Plan, Intercity Transit Plan, Coordinated Transportation Plan, and Pacific City Summer Shuttle route planning, signage, and brochures.



PROJECT EXPERIENCE

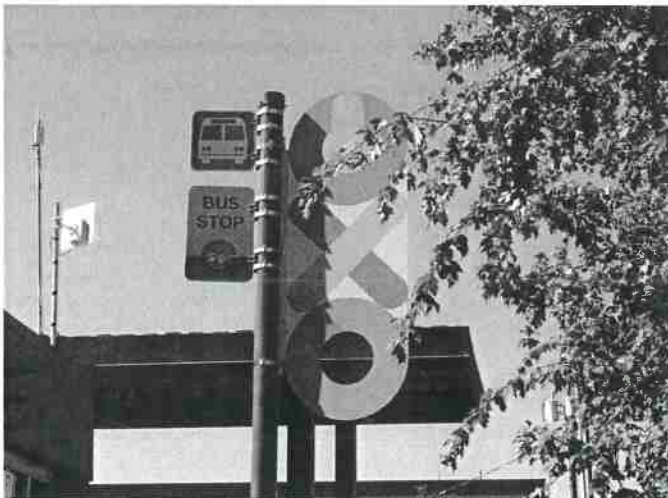
Within the transit arena, Kittelson is a nationally recognized leader in transit quality-of-service assessment, transit performance measurement, and transit system planning. Kittelson staff also provide transportation planning, transportation engineering, conceptual design, microsimulation modeling, travel demand modeling, and urban design and land use planning services in support of transit projects.

In addition to the *Transit Capacity and Quality of Service Manual*, Kittelson led development of the *Guidebook for Developing a Transit Performance-Measurement System*, the *Guidebook on Transit-Supportive Roadway Strategies*, and *Guidelines for Providing Access to Public Transportation Stations*, among other transit research projects.

Our staff is recognized for their ability to design and implement a coordinated process of technical work and public and stakeholder engagement, facilitate effective meetings, and utilize consensus-based decision making among participants. This results in successful plans that are technically feasible and supported.

Our team is also very familiar with TCTD and its partners. In addition to working with TCTD on their Transit Development Plan and Coordinated Transportation Plans, we have worked with Lincoln County Transportation District, Columbia County Transit, Yamhill County Transit, Salem-Keizer Transit Service, the Confederated Tribes of Grand Ronde, and ODOT's Public Transportation Division. This will facilitate coordination with these agencies if needed.

The following projects demonstrate our team's abilities to prepare a consensus-based and implementable plan.



ODOT Region 2 Coordinated Transportation Plan ODOT | July 2016–June 2018

Kittelson updated four coordinated human service public transportation plans for Region 2, including Tillamook County Transportation District. To support coordination between public transportation and human services transportation, we engaged a broad group of people through workshops with an emphasis on seniors, people with disabilities, and low-income communities. The completed plans include an evaluation of the community's resources; an assessment of transportation needs for people with low income, seniors, and people with disabilities; strategies and/or activities to address identified gaps and deficiencies in service delivery through coordination; and strategy priorities.



TCTD Intercity Transit Enhancement Plan ODOT | July 2016–June 2018

For the Tillamook County Transit District (TCTD), Kittelson prepared alternatives for bus services both within the county and connecting to transportation services (county bus, Amtrak, Greyhound) in neighboring counties. Alternatives included improving schedule reliability and interline connections with no change in the operating budget as well as potential frequency improvements to existing routes plus one new route under scenarios with increased operating funds available.

Pacific City Shuttle | Pacific City, OR Tillamook County Transportation District | April 2018–July 2018

Kittelson worked with TCTD to plan the route and stop locations and then prepared a route schedule brochure, posters, bus stop signs, and sandwich boards for the free summer Pacific City Shuttle operated by Tillamook County Transit.

Tillamook County Transit Development Plan | Tillamook County, OR Tillamook County Transportation District | September 2014–July 2018

The transit development plan for TCTD includes a program of service improvement alternatives for the 20-year horizon in line with different funding and growth scenarios. In addition, the plan establishes a performance evaluation methodology, measured

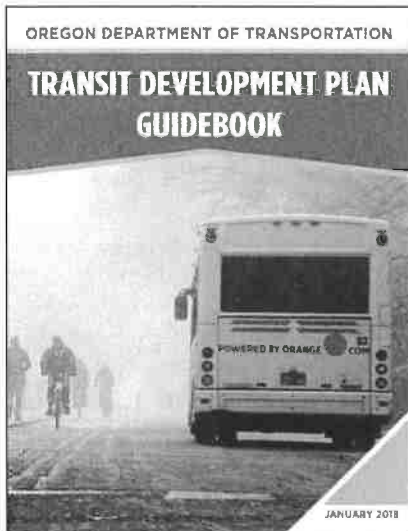
with benchmarks and tracked through a monitoring program. The transit development plan was prepared with input from an advisory committee, driver and transit user surveys, and available ridership data.

Lincoln County Transportation Development Plan | Lincoln County, OR
ODOT | July 2016–June 2018

Kittelsohn prepared a 20-year plan of service improvements for the Lincoln County Transit Service District with near-, mid-, and long-term service enhancements and capital needs with projected expenses and revenues, and performance measurement and monitoring program. Kittelsohn completed the plan by inventorying existing services; developing goals, objectives, and evaluation criteria; assessing transit needs and opportunities; evaluating alternatives; and implementing public involvement. The program engaged stakeholders and Title VI populations, conducted surveys, and held public outreach events.

Oregon Department of Transportation (ODOT) Transit Development Plan Guidebook | OR
ODOT | December 2016–April 2018

Kittelsohn authored ODOT's new Transit Development Plan Guidebook, which offers guidance to public agencies on how to create transit development plans (TDPs) to assess near-, mid-, and long-term needs; plan transit investments; and integrate transit considerations into the broader context of their community planning and land use decisions. Developed to be concise, readable, and easy to understand, the guidebook explains what TDPs are and what they include; it describes relevant best practices for transit planning; and it offers advice on coordinating TDPs with the Transportation System Plans (TSPs) that are required by State law (Goal 12, Transportation Planning Rule). A number of tools were used to optimize readability, including succinct language; approachable tone; use of bullet points; short chapters; well-organized, appropriate graphics/maps/tables; use of call-out boxes to highlight key points; and relevant examples. Kittelsohn met with ODOT's technical advisory committee (TAC) during the course of the project to hear comments and suggestions related to the content and format of draft documents and gave a presentation about the completed guidebook to an audience of ODOT transit coordinators and transit providers from all over the state.



Rogue Valley Transit District (RVTD) 2040 Master Plan | Medford, OR

RVTD | December 2017–March 2018

Faced with the demands of a rapidly growing region, RVTD needed to update its outdated transit master plan to make transit convenient, quick, and accessible for all members of its changing community. Kittelsohn is helping RVTD create its 2040 Transit Master Plan to meet the diverse travel needs of RVTD's communities over the next two decades. Using a combination of stakeholder interviews and modeling tools (including TNEXt, Remix, and the regional travel demand model), Kittelsohn recommended improvements to transit routing, stops, and amenities that are intended to increase the use of transit. We also provided different funding scenarios for the implementation of the proposed changes; identified near-term priorities to support RVTD's STIF plan, and will provide a Transportation Options plan for use by RVTD and local jurisdictions in reducing reliance on single occupancy vehicles and will work with the MPO to make recommendations to local jurisdictions regarding plan and code amendments that are supportive of transit and active transportation.



Cascades East Transit Development Plan | Redmond/Bend, OR

Central Oregon Intergovernmental Council | November 2018–est. June 2020

Development Plan project is to create an updated regional transit master plan for Central Oregon. The Cascades East Transit Development Plan will synthesize and update the existing Central Oregon Regional Transit Master Plan (2013) and the Bend Metropolitan Planning Organization's Public Transit Plan and Transit Corridor Land Use Assessment (2013). Because Cascades East Transit, which is operated by the Central Oregon Intergovernmental Council, provides public transit service to Bend and the region, transit in Central Oregon will benefit from having a single up-to-date plan to help guide it though a planning horizon of 2040.

RESUMES

Susan Wright, PE, PMP, Principal Engineer, will serve as Project Manager. **Paul Ryus, PE, Principal Engineer**, will serve as the Project Principal and help develop the strategic plan recommendations. **Bryan Graveline, PE**, and **Krista Purser** will support Susan and Paul as technical resources. **Makenzie Cooper** will prepare the supporting graphics. Susan and Paul have worked together with TCTD on other recent projects.

Susan Wright, PE, PMP, Principal Engineer Project Manager

Susan is a certified Project Management Professional with 17 years of transportation planning experience. She managed the development of the ODOT *Transit Development Plan Guidebook*, which will help transit agencies prepare their short- and long-range plans. She has also managed and prepared multiple transit development plans, including those for Lincoln County, Tillamook County, Basin Transit, and Rogue Valley Transportation District (ongoing), plus transportation system plans with significant transit elements. She is also currently working with ODOT to develop a Statewide Transit Network Report.

Paul Ryus, PE, Principal Engineer Project Principal

Paul has over two decades of experience in the fields of transportation engineering and planning. He is actively involved in national transit research, with a particular focus on the areas of transit capacity and quality of service, performance measurement, and travel reliability. He is the lead author of several national guidebooks published by the Transportation Research Board.

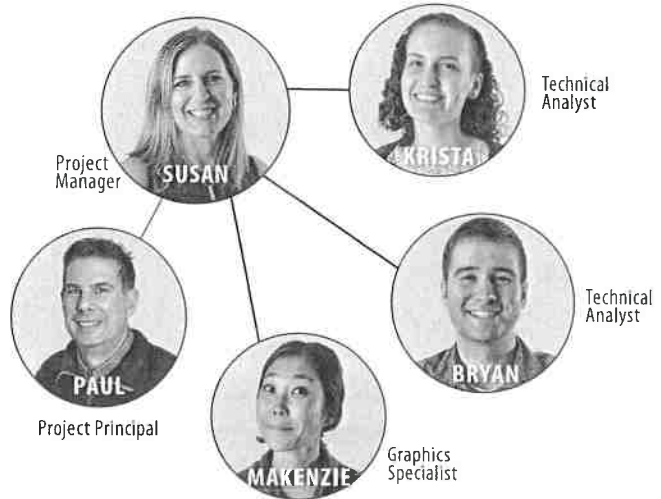
Krista Purser, Planner Technical Analyst

Krista has experience in multimodal planning, traffic operations, microsimulation, travel demand modeling, and conceptual and final design. Krista is familiar with Remix (transit planning software), VISSIM, Synchro, SimTraffic, Highway Capacity Software, SIDRA, TransCAD, MicroStation, and AutoCAD Civil 3D.

Makenzie Cooper, Technician I Graphics Specialist

Makenzie is a talented graphic artist that integrates fine arts, contemporary computer technology, and an understanding of transportation engineering concepts. She prepares visually engaging content to make material accessible to all audiences, presenting technical information in ways that promote understanding of complex engineering concepts. She is proficient with the Adobe Creative and Microsoft Office Suites as well as a wide range of graphics software, publishing, and multimedia presentation techniques.

Team Organization Chart



Bryan Graveline, Engineer Technical Analyst

Bryan is a transportation professional with a passion for creating livable places through thoughtful, community-informed engineering and planning. He has experience in long-range and subarea planning, transportation safety, health analysis, and traffic operations. He is also one of Kittelson's lead researchers on how emerging technologies, such as automated vehicles and ridesharing, can impact our places and he presents to communities on how to harness these technologies to improve their transportation systems. Bryan supports efforts to quantify the health effects of proposed transportation improvements and determines long-range transportation planning goals for public agencies.

Full resumes for each staff member have been provided at the end of the proposal.

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REFERENCES

Name/Title	Stephanie Millar, Senior Transportation Planner
Organization	Oregon Department of Transportation
Email	Stephanie.L.MILLAR@odot.state.or.us
Phone	503.986.4224
Project	ODOT Transportation Development Planning Guidebook, 2018
Name/Title	Paige West, Planning and Strategic Programs Manager
Organization	Rogue Valley Transit District
Email	pwest@rvtd.org
Phone	541.608.2429
Project	Project: Rogue Valley Transit District 2040 Master Plan
Name/Title	Cynda Bruce, Director of Transit
Organization	Lincoln County Transportation Service District
Email	cbruce@co.lincoln.or.us
Phone	541.574.1292
Project	Project: Lincoln County Transit Development Plan



SUSAN WRIGHT, PE, PMP

Principal Engineer

Key Qualifications

- Experience developing transportation solutions to achieve desired outcomes
- Capably applies national transportation best practices and state of the art techniques to local projects
- Skills at properly informing varied audiences and obtaining meaningful input
- Skilled project manager excels at delivering projects that meet clients' needs on time and on budget

Susan is an engineer specialized in transportation and transit planning and project management. She recently developed the Oregon Department of Transportation (ODOT) Transit Development Plan Guidebook which provides transit and local agencies guidance on preparing TDPs. She has managed transit development plans (TDPs) and coordinated transportation plans (CTPs) all over the state including Columbia County, Grand Ronde, Klamath Falls, Lincoln County, the greater Medford area, Portland Tri-County area, Salem-Keizer, Tillamook County, and Yamhill County, and over 10 transportation system plans (TSPs) with significant transit elements from The Dalles to Albany. She also manages and participates in a wide variety of transportation planning projects encompassing all modes of travel. Susan is adept at keeping everyone informed and comfortable with the planning process. She knows stakeholder involvement is essential to completing a successful plan. Her ability to encourage constructive and inclusive engagement allows meaningful input that can be used to create a plan the stakeholders can rely on well into the future.

ODOT Transit Development Plan Guidebook; Statewide, OR

Susan managed this project, resulting in a new Transit Development Plan Guidebook that offers guidance to transit and local agencies on how to create transit development plans (TDPs) to assess near-, mid-, and long-term needs; plan transit investments; and integrate transit considerations into the broader context of their community planning and land use decisions. Developed to be concise, readable, and easy to understand, the guidebook explains what TDPs are, describes relevant best practices for transit planning; and offers advice on coordinating TDPs with the Transportation System Plans. Tools were used to optimize readability, including succinct language; approachable tone; use of bullet points; short chapters; well-organized, appropriate graphics/maps/tables; use of call-out boxes to highlight key points; and relevant examples.

Rogue Valley Transportation District (RVTD) 2040 Transit Master Plan; OR

Susan is currently managing the transit master plan for RVTD service area, which includes Medford, Ashland, Phoenix, Talent, Central Point, Jacksonville, White City, and surrounding areas. Preparing the plan involves using multiple transit modeling tools (TBEST, Regional Travel Demand Model, and Remix) to evaluate near and long-term service enhancements and outcomes of various investment scenarios.

Tillamook County Transit District—Transit Development Plan & Intercity Transit Enhancement Plan; Tillamook, OR

Susan managed the transit development plan update for the Tillamook County Transportation District (TCTD). The transit development plan includes a program of service improvement alternatives for the 20-year horizon in line with different funding and growth scenarios. In addition, the plan establishes a performance evaluation methodology, measured with benchmarks and tracked through a monitoring program. The transit development plan was prepared with input from an advisory committee, driver and transit user surveys, and available ridership data. Susan also managed TCTD's Intercity Connections Enhancement Plan to implement the transit development plan and develop near-term operational and organizational changes for the one to five-year horizon. She led Working Group Meetings that included staff from five other transit agencies necessary to enhance intercity connections.

Lincoln County Transit Service District (LCTSD) Development Plan; Lincoln County, OR

Susan managed the LCTSD TDP Update. LCTSD provides local routes, an intercity deviated-fixed route, and dial-a-ride services. LCTSD also partners with Benton County

EDUCATION

BS Civil Engineering, Oregon State University

YEARS OF EXPERIENCE

17

LICENSE/ CERTIFICATIONS

Professional Engineer: OR
Project Management Professional

AFFILIATIONS

Women's Transportation Seminar, Past President, Portland Chapter

TESTIMONIAL

"Thank you so much! It was a pleasure working with you all and I have heard wonderful things from the committee members... I recognize that your turnaround time was very limited in this process, so I wanted to commend you on the great job you did to accommodate the schedule. I would be happy to be a reference for you in the future."

— Hannah Quinsey, Service Planner, TriMet

PRESENTATIONS

Bicycle and Pedestrian Planning in Rural Areas (Oregon Active Transportation Summit, March 2017).

ODOT Transit Planning Guidelines (Oregon Transit Conference, October 2017).

Active Transportation Performance Measures (Oregon Active Transportation Summit, March 2015).

TSP Project Prioritization and Funding (League of Oregon Cities Conference, September 2014).

Multi-Modal Performance Measures (Oregon Active Transportation Summit, April 2014).

Complete Streets Policy and Implementation: Strategies for Oregon Communities (Oregon Planning Institute Conference, September 2012).

Transportation Health Equity in Suburban and Rural Clackamas County (Oregon Active Transportation Summit, April 2012).

Multimodal Level of Service, HSM, Corridor Studies and You—New Tools for Corridor Analyses (February 2010).

Transit to provide service from Newport to Corvallis. It is currently in the adoption phase and includes near- and long-term recommendations for each route and service type, capital and operations recommendations, and a performance monitoring program.

ODOT Region 2 Coordinated Plans; OR

The Federal Transit Administration (FTA) and ODOT require recipients of FTA Section 5310 and State Special Transportation Program funds to engage in a coordinated planning process to broaden the dialogue and support coordination between public transportation and human services transportation supporting key target populations: older adults, people with disabilities, and people with low incomes. Susan managed the project team that verified that the transit provider's coordinated plans in five different counties, meet the state guidelines and working with the transit providers and ODOT's Regional Transit Coordinator to finalize the coordinated plan and ensure the required plan elements are clearly met. The completed plans will include an evaluation of the community's resources; an assessment of the transportation needs for people with low income, seniors, and people with disabilities; strategies and/or activities to address the identified gaps and efficiencies in service delivery through coordination; and priorities of the strategies.

TriMet Coordinated Transportation Plan Update; OR

TriMet needed an updated coordinated transportation plan with new strategies to fulfill the transportation needs of the growing Portland area, especially for seniors, and considering the current funding environment. Susan, as Project Manager, worked with TriMet and the Kittelson team to organize a set of seven meetings with TriMet's Special Transportation Funding Advisory Committee (STFAC). The meetings guided the planning process, which began with reviewing guiding principles and concluding with an approved draft plan that reflected community values. A set of three workshops, facilitated by Kittelson, gathered feedback relating to unmet transportation related needs, innovative strategies, and review of the STFAC funding application process. Other project tasks included analyzing existing US Census data and future demographic trends; GIS and map design; a peer review of coordinated transportation plans from similarly sized transit agencies; a literature review of new research and innovative strategies in transit coordination and technologies; and developing over 40 strategies to meet the needs of seniors and persons with disabilities.

Basin Transit—Transit Development Plan; Klamath Falls, OR

Susan managed a Kittelson team to provide transportation and transit planning services to Basin Transit Service (BTS) related to the update of their transit development plan. BTS serves approximately 45,000 people. Specific tasks included facilitating a survey of BTS stakeholders, employees, and riders; documenting existing transit conditions; identifying needs and opportunities for the transit system; projecting future ridership; developing transit alternatives based on numerous growth scenarios; and analyzing future funding scenarios. The plan looked at both fixed route and on-demand service and the extended service currently provided on demand at the edges of the service area boundary. A set of service enhancements and service reductions that can be used to respond to changes in growth and funding were identified in the plan. Kittelson also developed a Transit Design Toolbox that includes guidance on thresholds for route modifications, transit stop location criteria and design guidance, guidance on land use and development review coordination with local agencies, and maintenance/office facility needs.

The Dalles/ODOT System Plan Update; The Dalles, OR

As project manager, Susan worked with a team to prepare a transportation system plan (TSP) update for the City of The Dalles. Initiated in 2015 and completed in 2017, this project provides a comprehensive update to the City's TSP. The new TSP incorporates 850 acres of residential and industrial land annexed by the City since 2005 and reflects changes in land development patterns at the Port of the Dalles and the Columbia Gorge Industrial Park as well as current and projected future development patterns. The TSP update incorporates a detailed transit assessment considering comparative ridership and cost information as well as key transit destinations to produce a transit feasibility addition to the TSP.



PAUL RYUS, PE

Principal Engineer

EDUCATION

MS Civil Engineering, Oregon State University

BA Physics, University of California at Berkeley

YEARS OF EXPERIENCE

25

LICENSE/ CERTIFICATIONS

Professional Engineer: OR, WA

AFFILIATIONS

TRB Committee on Transit Capacity and Quality of Service (AP015), Chair

TRB Committee on Highway Capacity and Quality of Service (AHB40), Member

Institute of Transportation Engineers, Member

AWARDS

USDOT Outstanding Transportation Graduate Student, Region 10 (1994)

2011 ITE Traffic Engineering Council Best Paper Award: "Level of Service Analysis for Complete Streets" (co-author)

Paul combines his 25 years of practical work on multimodal projects in the US and abroad with his extensive research experience to develop creative solutions to difficult transportation problems. He is the lead author of several national guidebooks published by the Transportation Research Board, including the Transit Capacity and Quality of Service Manual and guidebooks on transit performance measurement and benchmarking, and bus preferential treatments on roadways. Paul's practical experience includes strategic service planning for spectator shuttles for the Vancouver Winter Olympics and numerous bus rapid transit concepts, long-range transit and transportation planning in Oregon and elsewhere, transit center design, and developing multimodal "Quality of Life" performance metrics for Denver RTD's \$6 billion FasTracks rapid transit expansion program.

ODOT Transit Development Plan (TDP) Guidebook; Statewide, OR

Paul served as Project Principal for the development of ODOT's new Transit Development Plan Guidebook, providing QA/QC services and writing a portion of the guidebook's material. The guidebook presents best practices and recommendations for Oregon transit providers to apply as they prepare or update their TDP.

Tillamook Intercity Enhancement Plan; Tillamook, OR

For the Tillamook County Transit District (TCTD), Paul prepared service alternatives for bus service both within the county and connecting to transportation services (county bus, Amtrak, Greyhound) in neighboring counties. Alternatives included improving schedule reliability and interline connections with no change in the operating budget, as well as potential frequency improvements to existing routes plus one new route under scenarios with increased operating funds available. Paul previously served as Project Principal for the update of TCTD's Transit Development Plan, serving in a QA/QC role and directly contributing to work tasks related to performance measurement.

Lincoln County Transit Development Plan; Tillamook, OR

Paul served as Project Principal for the update of the Lincoln County Transit Service District's TDP, providing QA/QC services and directly contributing to work tasks related to performance measurement.

Community-Wide Transit Plan and US 30 Transit Access Plan; Columbia County, OR

Paul led the development of the US 30 Transit Access Plan and was Project Principal for the development of the Columbia County Community-wide Transit Plan. These plans identified future transit service needs for Columbia County Rider, along with specific facility improvement needs for bus stops, park-and-ride lots, and transit centers along the main highway running through the county. The US 30 plan also evaluated potential sites for a new transit center and maintenance facility, and developed a conceptual layout and traffic impact analysis for the preferred site.

Coordinated Transit Plans; ODOT Region 4, OR

As project principal, Paul helped develop Coordinated Human Services Public Transportation Plans for four counties in north- and south-central Oregon, providing senior review and directly assisting the project's efforts related to identifying existing and future demographics.

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SELECTED PUBLICATIONS

TCRP Report 192: Decision-Making Toolbox to Plan and Manage Park-and-Ride Facilities for Public Transportation: Guidebook on Planning and Managing Park-and-Ride. Transportation Research Board, Washington, D.C., 2017 (co-author)

TCRP Report 183: A Guidebook on Transit-Supportive Roadway Strategies. Transportation Research Board, Washington, D.C., 2016 (lead author)

Access Management Application Guidelines. Transportation Research Board, Washington, D.C., 2016 (co-author)

NCHRP Report 825: Planning and Preliminary Engineering Guide to the Highway Capacity Manual. Transportation Research Board, Washington, D.C., 2016 (co-author)

Highway Capacity Manual, Sixth Edition: A Guide for Multimodal Mobility Analysis. Transportation Research Board, Washington, D.C., 2016 (technical editor)

Delivering Safe, Comfortable, and Connected Pedestrian and Bicycle Networks: A Review of International Practices. Report FHWA-15-051. Federal Highway Administration, Washington, D.C., 2015 (co-author)

NCHRP Report 797: Guidebook on Pedestrian and Bicycle Volume Data Collection. Transportation Research Board of the National Academies, Washington, D.C., 2015 (lead author)

TCRP Report 165: Transit Capacity and Quality of Service Manual, 3rd Edition. Transportation Research Board of the National Academies, Washington, D.C., 2013 (lead author)

TCRP Report 153: Guidelines for Providing Access to Public Transportation Stations. Transportation Research Board of the National Academies, Washington, D.C., 2012 (co-author)

Highway Capacity Manual 2010. Transportation Research Board of the National Academies, Washington, D.C., 2010 (technical editor)

TCRP Report 141: A Methodology for Performance Measurement and Peer Comparison in the Public Transportation Industry. Transportation Research Board of the National Academies, Washington, D.C., 2010 (lead author)

ODOT Analysis Procedures Manual, Chapter 11; Statewide, OR

ODOT's Analysis Procedures Manual specifies methods for performing operational analyses of Oregon's state highway system. Paul is serving as the lead author of the portions of Chapter 11 of the new manual covering freeway and multilane highway analysis, updating the previous content derived from the Highway Capacity Manual (HCM) 2000 to incorporate the state-of-the-art methods presented in the 2016 edition of the HCM.

FasTracks Quality of Life Program; Denver, CO

As a subconsultant to quality control consultant Delcan, Paul led the development of "quality of life" indicators for the Denver Regional Transportation District that are being used to measure the community impact of the region's 12-year, \$6 billion investment in rapid transit expansion. Paul also assisted in developing the required "before-and-after" studies for corridors receiving New Starts funding.

Gateway Corridor BRT Strategic Service Planning; Vancouver, Canada

For TransLink, Paul led the strategic service planning element of a project to incorporate freeway bus rapid transit facilities into the widening of the Highway 1 corridor from Langley to Burnaby, across the Port Mann Bridge. Planning addressed the future BRT line, connecting bus service, transit center modifications, and potential park-and-ride demand. Bus services using the facilities are now in operation.

Northwest Hillsborough County Transit Study; Hillsborough, FL

Paul provided senior direction for the evaluation of existing and potential future service for a low-density portion of Hillsborough County northwest of downtown Tampa, Florida. Alternatives included extending local service west into Pinellas County, extending an express route north into Pasco County, new service into developing areas, and service improvements on existing routes. The study also investigated replacing an existing poorly utilized flex-route circulator with a taxi voucher system.

Transit Center Planning; Nationwide

Paul has served in a lead designer, senior advisor, or project principal role for many transit center planning projects. Typical services involve determining the number of bus bays needed to accommodate both short- and long-term transit needs, and developing conceptual facility layouts providing safe and efficient circulation for buses, passengers, and adjacent roadways.

Transit Capacity and Quality of Service Manual; Nationwide

Paul was the Principal Investigator for the third edition of the Transportation Research Board's Transit Capacity and Quality of Service Manual (TCQSM). The TCQSM is the leading US reference on sizing transit service and facilities to meet a given passenger demand and desired quality of service. Paul also served as the project team technical editor for the first two editions of the manual.

Transit Performance Measurement: TCRP Reports 88 & 141; Nationwide

Paul served as Principal Investigator for two national guidebooks on transit performance measurement and peer comparison. TCRP Report 88 provides a recommended process for developing a customer- and community-focused performance-measurement system. TCRP Report 141 developed and tested a process for performing transit peer comparisons and benchmarking using National Transit Database and other standardized national data.



BRYAN GRAVELINE

Engineering Associate

EDUCATION

BS, Civil Engineering, University of Notre Dame

YEARS OF EXPERIENCE

3

Bryan is a transportation professional with a passion for creating livable places through thoughtful, community-informed engineering and planning. He has experience in long-range and subarea planning, transportation safety, health analysis, and traffic operations. He's also well versed in how emerging technologies, such as automated vehicles and ridesharing, can impact our places. Bryan is a supporter of greater efforts to identify and analyze alternatives to improve safety and operations outcomes, quantify the health effects of proposed multimodal improvements, forecast future traffic conditions and identified mitigations for developers, and determine long-range transportation planning goals for public agencies.

ODOT Active Transportation Needs Inventory; Regions 4 and 5, OR

Kittelson worked with ODOT to compile an inventory of ped/bike facilities on ODOT Regions 4 and 5 highways to create safe networks throughout the regions. The firm compiled facility data, selected evaluation criteria, and assessed and ranked pedestrian and bicycle facility needs. Bryan helped identify and rank missing and substandard facilities such as high-level traffic stress facilities, high-demand facilities, and facilities that could connect populations to essential destinations. Bryan and the Kittelson team assigned scores and mapped all facilities in both regions using GIS. This inventory will be used by ODOT to make funding allocation decisions for future bicycle and pedestrian projects.

Clackamas County Transportation Safety Action Plan; Clackamas, OR

Kittelson prepared the 2019 update to Clackamas County's award winning Transportation Safety Action Plan (TSAP), which the firm had previously prepared. The TSAP is a two-part document laying out a roadmap to eliminate fatal and serious injury crashes in the county by 2035. Part 1 focuses on crash trends and identifies multidisciplinary action items across six different emphasis areas and Part 2 contains a local road safety plan with specific roadway and safety projects. As the lead analyst, Bryan reviewed and summarized background documents, analyzed countywide crash datasets to identify broad trends, spatially analyzed crash hotspot locations, supported public outreach efforts, and helped develop the final updated TSAP.

Stayton Transportation System Plan; Stayton, OR

As the lead analyst, Bryan analyzed safety and traffic conditions, spatially analyzed demographic data, and developed transportation improvements for this TSP update. He also helped write and revise the document and presented at public and advisory committee meetings, and City Council hearings.

Billings Urban Area Long Range Transportation Plan; Billings, MT

Kittelson worked with the Billings - Yellowstone County MPO on this Plan Update, addressing existing and future land use patterns and all aspects of the transportation system. The Plan Update serves as a framework to guide the development and implementation of multimodal transportation system projects for the Billings urban area. As the lead analyst, Bryan analyzed traffic conditions throughout the city, reviewed planned multimodal transportation improvements and cost estimates, and helped develop the recommended improvement plan. Bryan also prepared materials for and presented at project team meetings, targeted public feedback meetings, and open houses.

PRESENTATIONS

Bryan Graveline and Camilla Dartnell, "The Transition to Autonomous, Electric, and Ridesharing Vehicle Technologies" (Panel Presentation, ITE Joint Western & Texas District Annual Meeting, Keystone, CO, June 26, 2018).

Bryan Graveline and Camilla Dartnell, "The Transition to Autonomous, Electric, and Ridesharing Vehicle Technologies" (Keynote Presentation, ASCE Oregon Section Life Member Recognition & Awards Meeting, Portland, OR, June 19, 2018).

Bryan Graveline, "Assessing the Link Between Multimodal Transportation and Health in Palm Beach County, Florida" (Panel Presentation, ITE Western District Quad Conference, Portland, OR, May 7, 2018).

Florida Department of Transportation District 5 End User Technology Services; Orlando, FL

Kittelsohn conducted a route and mode choice market study to improve accessing travel information and encourage alternative travel modes. Bryan researched demographic and travel information, travel mode data, and recommended partnerships to improve access to travel information.

Palm Beach MPO US 1 Corridor Health Impact Assessment, Palm Beach County, FL; Palm Beach County, FL

As a part of an on-call contract, Bryan examined the effects of proposed US 1 transit and complete streets improvements on the health of the population living within a half mile of the study corridor. He used health indicators such as access to health care and healthy food sources, bicycle and pedestrian safety, and economic development to assess the improvements. He conducted a literature review of industry-leading information on the relation of transit and health and helped propose recommendations to maximize the positive and mitigate the negative effects of improvements.

FDOT District 5 Passenger Operations; Districtwide, FL

As part of a FDOT District 5 transportation demand management effort to encourage alternative travel modes, Kittelsohn conducted a route and mode choice market study to determine how to best enable the traveling public to access better travel information. Bryan helped research demographic and travel information about the study population, applications that deliver travel mode data, and recommendations for District 5 efforts and partnerships in the future.



KRISTA PURSER

Engineering Associate

Krista is a transportation professional with experience in multimodal transportation planning, traffic operations, travel demand modeling, and conceptual and final design. She has been involved with several research efforts that incorporate data-based trend projections for future travel behavior, including multimodal travel time reliability and performance metrics using Bluetooth and GPS data, updates to the Highway Capacity Manual's two-lane highway methodology, and current research on NCHRP Project 03-130: Roundabout Guide. Krista has also been involved with several transit development and master plans, co-led Oregon Public Transit Conference's Remix (transit planning software) workshop and will be working with Oregon Department of Transportation to develop a Statewide Transit Network Study. Krista's breadth of project experience, understanding of multimodal planning and operations, and involvement in data-driven research provides the necessary knowledge needed to evaluate complex transportation system interactions.

EDUCATION

MS, Civil Engineering, California Polytechnic State University San Luis Obispo

BS, Civil Engineering, California Polytechnic State University San Luis Obispo

YEARS OF EXPERIENCE

3

AFFILIATIONS

Institute of Transportation Engineers, Sustainability Standing Committee

Women's Transportation Seminar

Tillamook County Transit District Transit Enhancement Plan

Kittelson developed an Intercity Transit Service Enhancement Plan to assist the District staff with improving connections to coordinating service partners. As transportation analyst, Krista collected intercity transit routes and created connectivity graphic to improve route transfers.

South Clackamas Transportation District (SCTD) Transit Development and Master Plan; Clackamas, OR

Kittelson is preparing transit development and master plan updates to provide short-, mid-, and long-term strategic guidance to SCTD for the provision of transit services, bus stop and facility siting, and coordination with adjacent transit providers. Krista is evaluating SCTD's system using Remix, TNEXT, and Transit Cooperative Research Program methodologies to identify gaps and improvements to service. She is conducting extensive outreach, including onboard and online surveys, outreach at community events, and stakeholder small group meetings with neighboring transit providers. Her familiarity and involvement with SCTD provide a deep understanding of the challenges and opportunities in the region.

Lincoln County Transit Development Plan; Lincoln County, OR

Krista assessed existing and future demographics, employment densities, funding, and costs to create a framework plan for the Lincoln County Transit Development Plan. She used the Remix transit planning platform, overlaying existing and potential routes to analyze employment and population capture. In order, to assist with creating feasible options for transit expansion, she communicated between community members, stakeholders, and team members. Krista created an easy-to-use tool for Lincoln County to continue to monitor funding, costs, and system performance beyond the duration of Kittelson's involvement.

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PUBLICATIONS

Exploring Reliability Metrics as Arterial Performance Thresholds Using High Resolution Bluetooth Travel Time Data

Exploring Travel Time Reliability Using Bluetooth Data Collection: A Case Study in San Luis Obispo, California

ODOT Transit Network Study; Statewide, OR

Krista is developing an Oregon Statewide Transit Network Study report to describe Oregon's transit characteristics and identify promising opportunities for network improvements, including recommended strategies, policies, practices, investments, and supporting documents. Her efforts include use of the TNExT data and analysis tool, which uses GTFS feeds from agencies across Oregon to identify opportunities for key transfer points and network performance, and pilot studies for potential new programs and data collection. Krista recognizes the varying needs across Oregon and the crucial need for rural communities' access to jobs, education, and medical facilities.

The Dalles Transportation System Plan; The Dalles, OR

Krista evaluated the feasibility of a fixed-route transit system in the City of The Dalles. Her analysis included evaluating demographics data, existing/future land uses, community outreach, and survey data processing. Krista evaluated similar systems using the Rural Integrated National Transit Database. Using Transit Cooperative Research Project Report 161 methodology, she evaluated projected ridership in comparison to similar systems and used Remix (transit planning software) to evaluate schedules and operating costs.

California Polytechnic State University San Luis Obispo Student Housing South Bicycle and Pedestrian Plan; San Luis Obispo, CA

Krista provided traffic engineering, bicycle/pedestrian planning, and conceptual design support on the California Polytechnic State University - San Luis Obispo Student Housing South Bicycle and Pedestrian Plan. She forecasted pedestrian, bicycle, and vehicle volumes stemming from campus growth and construction of additional freshman housing. She also assessed changing mode choice for campus commuters. Krista conducted traditional operational analysis, evaluated special event operations and travel patterns. She conceptualized multi-use path networks, active midblock pedestrian crossings and provided initial signal designs for the feasibility of a pedestrian scramble phase.

Boise State University Large Event Management Plan; Boise, ID

Krista provided multimodal operations analysis and circulation plans for the Boise State University Large Event Management Plan. Her analysis included partial street closures for bicycle/pedestrian connectivity and safety, parking guidance, one-way conversions for vehicular flow, and prioritization for shuttles and emergency vehicles.



MAKENZIE COOPER

Graphics Specialist



EDUCATION

BA, Graphics/Web Design, The Art Institute of Portland

YEARS OF EXPERIENCE

3

STYLE GUIDES

Chicago Manual of Style (Seventeenth Edition)

Associated Press Stylebook

US Government Printing Office Style Manual

Makenzie uses the tools and experience she has to create compelling visuals, while maintaining a brand throughout all products. Her graphics are clean, easy to understand, and focused to relay intended messages. Makenzie is an adept multitasker with the ability to bring simultaneous graphic design projects to completion with complete efficiency and accuracy all while able to work well independently or as a member of a team.

Fort Lauderdale Transit-Oriented Development Program

The City of Fort Lauderdale studied their transit-oriented development program for extensions of the Wave Streetcar to other transportation corridors throughout the city and county, in particular the Uptown area, which has strong employment and regional transportation resources. The city was seeking to increase growth-appropriate development. Makenzie created many graphics that were clean and easy for the public to understand about the project. This included several infographics, surveys, social media graphics, flyers, and a report explaining the project. These graphics were utilized on the project website as well.

LYNX SR 436 Transit Study

SR 436 is a state operated arterial serving regional and local travel and is the gateway into Central Florida, which receives approximately 60 million visitors annually. Kittelson completed the SR 436 Transit Study to improve mobility and access to transit, understand transit travel along the corridor, incentivize transit supportive redevelopment, analyze tourism impacts, evaluate the relationship between transit and land use (existing and proposed), identify transit needs, and emphasize context-sensitive complete street fundamentals. Makenzie was part of a graphics team producing a number of products explaining the project to the public. All graphics were consistent with the project branding and posted to the project website for the public to view. This included, flyers, clothing, posters, presentations, reports, handouts, workshop materials, as part of public outreach.

Tillamook County Transit District Transit Schedule Brochure

The Tillamook County Transit District required a new tri-fold brochure for their new schedule and operator changes for their Coastal Connector. Makenzie designed a brochure that clearly showed the transit route for the public to understand. It also matched the brand and look of the client.

Lake Sumter Metropolitan Planning Organization On-Call

Kittelson provided transportation planning services for the Lake-Sumter MPO through an on-call contract. Makenzie worked on the Executive Summary was designed to reflect each TPO/MPO effectively while keeping a consistent layout for each spread.

Pacific City Shuttle Brochures and Signs

Makenzie was the graphic designer for the Pacific City Shuttle project. She created a logo that was consistent with the Tillamook County Transit District (TCTD), "Ride the Wave" branding. This branding was continued into the brochures and sign posts, making it clean and easy to understand for any audience.

ODOT Transit Development Plan Guidebook

As a team graphic designer, Makenzie collaborated with another designer by laying out the document and following the branding guidelines to make it consistent with other graphics.

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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 TCTD, and Kittelson & Associates, hereinafter called the CONTRACTOR to provide the services described in the District's Request for Proposal (RFP) issued August 9, 2019, and the Proposal Response, due September 6, 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 RFP 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 September 19, 2019 and continue through June 30, 2020.

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 **\$48,836**.

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 ten (10) 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/\$2,000,000 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 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.

Kittelson & Associates
610 SW Alder St., Suite 700
Portland, OR 97205

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

SECTION 9

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

SECTION 10

EXHIBIT A

Tillamook County Transportation District

Request for Proposals

for

Statewide Transportation Improvement Fund (STIF) Planning



August 2019

3600 THIRD ST. STE A, TILLAMOOK OR 97141 • (503) 815-8283 • FAX (503) 815-2834
WWW.TILLAMOOKBUS.COM

45039-27477 4810-6767-5551.2

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Tillamook County Transportation District

"Connecting the community through sustainable transit services"

Statewide Transportation Improvement Fund (STIF) Planning Request for Proposals

PURPOSE

In accordance with the intermediate procurement procedures provided for in ORS 279B.070, Tillamook County Transportation District (TCTD or District) is seeking proposals from qualified consulting firms to facilitate the District's decision-making in refining its current STIF Plan, selecting a transit operations service improvement alternative from existing adopted plans, and allocating STIF Formula monies for the FY 2021-23 biennium.

WHO MAY RESPOND

Consulting firms with demonstrated knowledge and experience in the development of public transportation operations planning and budgeting. The successful consultant must demonstrate strong facilitation skills and proven experience working with a transportation district's staff, stakeholders and board of directors in the development and adoption of consensus-based operations plans.

SCOPE OF WORK AND DELIVERABLES

TCTD is seeking to engage a consulting firm to develop and conduct a planning process that culminates in the creation and adoption of a service improvement plan that optimizes investment of the District's STIF Formula Funds over the next two biennia. The proposed planning process should be structured to engage the District's management team, community stakeholders, and STIF Advisory Committee in a meaningful way that meets the HB 2017 STIF planning requirements.

As explained in more detail in the *STIF Formula Fund Plan Board Memo*, attached as "Exhibit A," TCTD intends to use its FY 2019-2021 STIF Formula Fund monies to implement service improvement alternatives that have been previously proposed in existing adopted plans. The selected consulting firm will be responsible for reviewing existing adopted plans, evaluating service alternatives to serve the Port of Tillamook Bay (POTB), and implementing a planning process to select a preferred POTB service alternative and to identify proposed funding priorities for the FY 2021-2023 STIF period. The District anticipates allocating up to \$50,000 of funding to this project.

1) Review Existing Adopted Plans

The District's FY 2019-2021 STIF Plan reflects the following project priorities, in order:

1. Purchase replacement and expansion vehicles

2. Conduct STIF Planning process to create:
 - a. Short-term operations plan to decide upon the best service alternative to provide transit service to the POTB
 - b. Long-term operations plan to optimize operations and prioritize STIF Formula Fund investments during the FY 2021-23 STIF Plan biennium
3. Expand the holiday service by operating Memorial, Independence and Labor Days
4. Expand the CARE Inc. Discount Bus Program to include low-income families
5. Expand driver availability to provide regularly scheduled dial-a-ride service in the northern and southern rural areas of the District

The projects in the District's FY 2019-2021 STIF Plan were drawn from existing adopted plans, copies of which are available upon request:

- 2016 TCTD Long-Range Transit Development Plan – outlines recommended public transportation service improvements
- 2016 TCTD Human Services Coordinated Public Transportation Plan – lists unmet needs and strategies focused on the allocation of State and Federal grants that support transit services dedicated to the needs of senior citizens and persons with disabilities
- 2016 Northwest Oregon Transit Alliance (NWOTA) Management Plan – includes strategies on how the District will coordinate services with other NWOTA members
- 2017 TCTD Intercity Service Enhancement Plan – provides recommendations on improving connections to: 1) Amtrak and Greyhound services in Portland; 2) Amtrak, Greyhound and Lincoln County Transit connections in Lincoln City; and 3) The Pointe and Sunset Transportation District connections in Cannon Beach

The selected consulting firm will review these plans to understand the background for the STIF Plan priorities and will use this understanding to facilitate decision-making throughout the planning process.

2) Evaluate POTB Service Alternatives

The selected consulting firm will conduct a detailed evaluation of the two POTB service enhancement alternatives proposed in the TCTD Long-Range Transit Development Plan:

- Town Loop: Provide 30-minute service on Town Loop while providing hourly service to the POTB
- Pacific City: Begin new route to Pacific City via Sand Lake Road to increase service area coverage and additional deviated fixed route service to South Tillamook County

This evaluation should consider community needs, District resources, and alignment with the District's strategic goals, as it will inform decision-making during the planning process described in Part 3 of this section.

3) Convene Planning Process to Select POTB Service Alternative and Develop FY 2021-2023 STIF Plan Funding Priorities

The selected consulting firm will propose and facilitate a short-term operations planning process (such as a SWOT analysis) involving TCTD staff, the STIF Advisory Committee and other stakeholders to:

- Select one of the two TCTD Long-Range Transit Development Plan service improvements to provide public transit service to the POTB while also providing the greatest benefit to the District, taking into account its multiple priorities
- Identify new goals, objectives and potential vehicle replacement and expansion and service improvement strategies covering the FY 2021-2023 STIF planning horizon

PROPOSALS

Proposals should include the following:

- Description of proposed approach to evaluate POTB service alternatives and convene STIF planning process, including stakeholder engagement
- Detailed budget, including breakdown of consultant staff time and hourly rates and travel costs if necessary
- Experience of the firm performing similar work including specific projects, names of clients and periods of performance
- Resumes of professional staff who will be performing the work with relevant qualifications and experience
- Two (2) references from clients for whom the firm has performed similar work
- Demonstration that the consultant meets the responsibility requirements of ORS 279B.110

The costs of preparation and delivery of the proposal are solely the responsibility of the consultant. The District reserves the right to reject any or all proposals, in whole or in part, to advertise for new proposals, to abandon the need for proposals, and to cancel this RFP at any time prior to the execution of a written contract.

SELECTION CRITERIA

The successful STIF Planning proposal selection will be determined by evaluating the consultant's response to the following:

- Thoroughness and clarity of proposed approach to complete the planning process
- Feasibility of public involvement strategy
- Extent of consultant's relevant qualifications
- Ability to complete project by February 28, 2020
- Proposed budget

DEADLINE

Please submit proposals no later than 5:00PM Pacific Time on September 6, 2019 to:

Doug Pilant, General Manager
e-mail: dpilant@tillamookbus.com
mail: 3600 Third St. Ste. A, Tillamook, OR 97141
fax: (503) 815-2834

Any proposals received after this deadline will be rejected and returned to the consultant.
Emailed proposals are preferred.

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

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

RESOLUTION NO. 19-32

WHEREAS, Tillamook County Transportation District (TCTD) desires to act as a broker for non-emergency medical transportation services for Columbia Pacific Coordinated Care Organization (CPCCO); and

WHEREAS, TCTD has the power to act as a broker for non-emergency medical transportation services under ORS Chapter 267; and

WHEREAS, TCTD and CPCCO recognize that such an arrangement for non-emergency medical transportation services creates efficiencies for and is in the best interest of both parties; and

WHEREAS, TCTD and CPCCO have negotiated the terms under which TCTD will provide the brokerage services and have reduced such terms to writing; and

WHEREAS, TCTD and CPCCO have executed the Columbia Pacific CCO Non-Emergent Medical Transportation Services Delegation Agreement; and

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

the General Manager is authorized to execute an amendment to the CPCCO NEMT Services Delegation Agreement on behalf of the Tillamook County Transportation District to extend the terms of the Agreement through December 31, 2019.

INTRODUCED AND ADOPTED this 19th day of September 2019.

ATTEST:

By: _____
Judy Riggs, Board Chair

By: _____
Doug Pilant, General Manager

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SECOND AMENDMENT TO AND EXTENSION OF
TRANSPORTATION SERVICES AGREEMENT
BY AND BETWEEN
Columbia Pacific CCO, LLC
AND
Tillamook County Transportation District

This Second Amendment to and Extension of Transportation Services Agreement (“Second Extension Agreement”) is effective as of October 1, 2019 (“Effective Date”) by and between COLUMBIA PACIFIC CCO, LLC an Oregon limited liability company (“CPCCO”) and TILLAMOOK COUNTY TRANSPORTATION DISTRICT (“TCTD”) (each a “Party” and collectively, the “Parties”).

WHEREAS, CPCCO and TCTD entered into a Transportation Services Agreement (“Original Agreement”) effective July 30, 2018 whereby CPCCO delegated to TCTD certain duties to provide transportation brokerage services and other associated obligations to CPCCO members.

WHEREAS, the Original Agreement between the Parties expires on June 30, 2019.

WHEREAS, the Parties entered into an Amendment to and Extension of Transportation Services (“First Extension Agreement”) dated July 1, 2019 extending the term of the Original Agreement to October 1, 2019 as well as adding additional obligations concerning Call Center Operations.

WHEREAS, the Parties desire to enter into this Second Extension Agreement, extending and restating the First Extension Agreement, in effect replacing the First Extension Agreement in its entirety.

WHEREAS, on and after the effectiveness of this Second Extension Agreement, the terms of this Second Extension Agreement shall be the only binding extension agreement to the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The Original Agreement, which is attached hereto as a part of this Extension Agreement, will end on June 30, 2019.
2. The Parties agreed to extend the Original Agreement for an additional period, which will begin immediately upon the expiration of the First Extension Agreement term of October 1, 2019 and will now expire on December 31, 2019.
3. Thereby, TCTD will continue to provide transportation services to CPCCO members for the term of October 1, 2019 – December 31, 2019.

4. During the term of this Second Extension Agreement, the Parties mutually agree to collaborate in an initiative to improve the Call Center Operations as governed by the Original Agreement at Exhibit A, Part 2, *Statement of Work*. This initiative may create additional obligations not expressly dictated in the Original Agreement or this Extension Agreement.
5. Aside from the expiry and Call Center Operations, the parties agree to operate under all other applicable material provisions of the Original Agreement. This includes all provisions relating to vehicle safety standards, driver standards, member rights, obligations under federal and state laws, insurance and indemnity provisions.
6. If found to be in conflict with the Original Agreement, the terms of this Second Extension Agreement control.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Amendment and Extension to the Original Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Amendment duly authorized by all necessary and appropriate corporate action to execute this Amendment.

Columbia Pacific CCO, LLC

Date: _____

By: _____
 Mimi Haley
 Executive Director

Tillamook County Transportation District

Date: _____

By: _____
 Doug Pilant
 General Manager

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