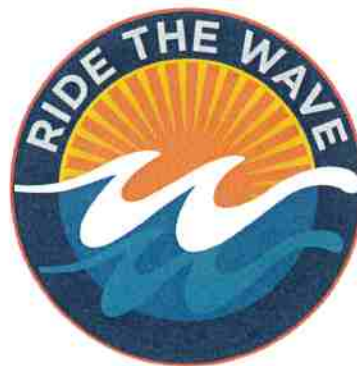


Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



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



Thursday, October 22, 2020 at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District
 Normal Trial Balance
 From 9/30/2020 Through 9/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	398,355.61	
1006	Payroll Checking	9,273.04	
1009	NW RIDES ACCOUNT	136,328.58	
1011	Prop. Mgmt. Checking	22,726.40	
1020	LGIP - General Account	869,397.04	
1030	LGIP - Capital Reserve	1,089,588.94	
1040	Petty Cash	200.00	
Report Total		2,525,869.61	0.00
Report Difference		2,525,869.61	

ADL
10-8-20

QW
10-7-20

Tillamook County Transportation District

Financial Statement

From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
Working Capital	3500	0.00	0.00	1,916,835.00	(1,916,835.00)	0.00%
Fares	14,888.65	25,000.00	55,443.08	300,000.00	(244,556.92)	18.48%
Contract Revenue	139,288.38	72,916.67	188,987.20	875,000.00	(686,012.80)	21.59%
Property Tax	0.00	79,166.67	0.00	950,000.00	(950,000.00)	0.00%
Past Years Property Tax	3,712.00	2,083.33	3,712.00	25,000.00	(21,288.00)	14.84%
State Timber Revenue	0.00	22,916.67	0.00	275,000.00	(275,000.00)	0.00%
Mass Transit State Payroll Tax	0.00	7,083.33	0.00	85,000.00	(85,000.00)	0.00%
STIF Formula	0.00	0.00	97,579.00	484,721.00	(387,142.00)	20.13%
STIF Intercommunity	38,939.00	0.00	38,939.00	304,000.00	(265,061.00)	12.80%
STIF Discretionary	16,409.00	0.00	16,409.00	352,000.00	(335,591.00)	4.66%
Capital Grants	0.00	0.00	0.00	1,091,000.00	(1,091,000.00)	0.00%
Grants - FTA 5311	98,140.00	0.00	98,140.00	395,000.00	(296,860.00)	24.84%
NWOTA Partner Cont. Match	0.00	0.00	10,500.00	42,000.00	(31,500.00)	25.00%
Grants - STF	0.00	0.00	16,925.00	67,700.00	(50,775.00)	25.00%
Grants - 5311 (f)	32,742.00	0.00	32,742.00	184,000.00	(151,258.00)	17.79%
Grants - 5310	0.00	0.00	0.00	332,000.00	(332,000.00)	0.00%
Special Bus Operations	0.00	208.33	0.00	2,500.00	(2,500.00)	0.00%
Miscellaneous Income	0.00	416.67	6,792.09	5,000.00	1,792.09	135.84%
Sale of Assets - Income	0.00	833.33	0.00	10,000.00	(10,000.00)	0.00%
Interest Income	1,198.64	2,708.33	3,878.35	32,500.00	(28,621.65)	11.93%
Advertising Income	0.00	83.33	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	1,900.00	1,500.00	5,700.00	23,000.00	(17,300.00)	24.78%
Lease Operational Exp Income	630.79	541.67	1,973.32	18,000.00	(16,026.68)	10.96%
Transfer From General Fund	500,000.00	0.00	500,000.00	157,050.00	342,950.00	318.36%

Monthly BOD Report w/YTD Budget & Variance

Date: 10/15/20 05:06:15 PM

NO MORE

Tillamook County Transportation District

Financial Statement

From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	2.5%
Transfer from Veh. Purch. Res.	4915	0.00	0.00	31,835.00	(31,835.00)	0.00%
Transfer from STF Fund	4916	0.00	0.00	46,786.00	(46,786.00)	0.00%
Transfer from STIF Fund	4918	0.00	0.00	945,000.00	(945,000.00)	0.00%
Total Resources	847,848.46	215,458.33	1,077,720.04	8,951,927.00	(7,874,206.96)	12.04%
Expenses						
Personnel Services						
Payroll: Administration	5010	23,206.49	30,500.00	76,731.68	289,268.32	20.96%
Payroll: Dispatch	5020	9,914.10	7,666.67	27,847.93	64,152.07	30.26%
Payroll: Drivers	5030	96,353.05	93,333.33	280,715.02	839,284.98	25.06%
Payroll: Maintenance	5040	6,257.88	5,833.33	18,511.60	51,488.40	26.44%
Payroll Expense	5050	9,356.54	10,291.67	29,935.34	93,564.66	24.23%
Payroll Healthcare	5051	29,955.07	36,446.00	89,779.56	347,572.44	20.52%
Payroll Retirement	5052	6,065.19	5,875.00	17,523.61	52,976.39	24.85%
Payroll Veba	5053	3,851.28	3,800.00	10,468.30	35,131.70	22.95%
Workers Compensation Ins.	5055	7,860.49	2,666.67	39,813.63	(7,813.63)	124.41%
Total Personnel Services	192,820.09	196,412.67	591,326.67	2,356,952.00	1,765,625.33	25.09%
Materials and Services						
Professional Services	5100	16,318.25	9,187.50	63,494.35	46,755.65	57.59%
Administrative Support	5101	0.00	2,083.33	0.00	25,000.00	0.00%
Website Maintenance	5102	0.00	625.00	0.00	7,500.00	0.00%
Planning	5103	8,819.59	2,500.00	9,830.12	20,169.88	32.76%
Dues & Subscriptions	5120	367.99	1,250.00	2,782.98	12,217.02	18.55%
Office Equipment R&R	5140	225.22	333.33	675.66	3,324.34	16.89%
Computer R&M	5145	2,473.94	3,375.00	8,899.84	31,600.16	21.97%

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Tillamook County Transportation District

Financial Statement

From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	2.5%
5150 Fees & Licenses	104.99	2,583.33	4,138.97	31,000.00	26,861.03	13.35%
5160 Insurance	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
5170 Office Expenses	1,555.54	1,250.00	6,416.03	15,000.00	8,583.97	42.77%
5175 Board Expenses	424.00	1,083.33	1,922.18	13,000.00	11,077.82	14.78%
5180 Operational Expenses	4,458.11	3,374.99	13,270.78	40,500.00	27,229.22	32.76%
5185 Drug & Alcohol Administration	185.00	208.33	335.00	2,500.00	2,165.00	13.40%
5190 Marketing	3,269.85	4,583.34	7,964.29	55,000.00	47,035.71	14.48%
5191 Website Re-Design	0.00	6,250.00	6,500.00	75,000.00	68,500.00	8.66%
5196 Transit Access Project	2,487.83	0.00	2,487.83	0.00	(2,487.83)	0.00%
5210 Telephone Expense	1,344.70	1,633.33	5,743.90	19,600.00	13,856.10	29.30%
5220 Travel & Training	497.67	2,666.68	4,755.15	32,000.00	27,244.85	14.85%
5240 Vehicle Expense	12,845.33	16,666.67	47,163.82	200,000.00	152,836.18	23.58%
5245 Fuel Expenses	14,531.78	20,833.33	46,321.67	250,000.00	203,678.33	18.52%
5260 Postage	206.48	166.67	487.46	2,000.00	1,512.54	24.37%
5270 Mgm/Labor Recreation Fund	0.00	225.67	0.00	2,708.00	2,708.00	0.00%
5280 Transit & Visitor Center Lease	700.00	700.00	2,100.00	0.00	(2,100.00)	0.00%
5285 Transit & Visitor Center Maint	3,397.85	1,500.00	4,912.23	18,000.00	13,087.77	27.29%
5290 General Operating Cont.	0.00	0.00	0.00	250,000.00	250,000.00	0.00%
5300 Property Operating Expenses	1,044.88	2,041.67	4,239.01	24,500.00	20,260.99	17.30%
5330 Flex Lease: Fees	0.00	41.67	0.00	500.00	500.00	0.00%
5340 Property Maint. & Repair	4,953.30	2,083.33	7,966.94	25,000.00	17,033.06	31.86%
5346 Operations Facility Maint.	73.73	333.33	1,207.89	4,000.00	2,792.11	30.19%
Total Materials and Services	80,286.03	95,913.16	253,616.10	1,392,558.00	1,138,941.90	18.21%
Special Payments						
5200 STF Payments to Recipients	0.00	1,742.83	5,229.00	20,914.00	15,685.00	25.00%

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Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement

From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
STIF Payments to Recipients	0.00	0.00	1,250.00	5,000.00	3,750.00	25.00%
Total Special Payments	0.00	1,742.83	6,479.00	25,914.00	19,435.00	25.00%
Transfers						
Transfer to LGIP 5931	0.00	0.00	0.00	31,835.00	31,835.00	0.00%
Transfer to Property Mgmt	0.00	0.00	0.00	135,050.00	135,050.00	0.00%
Transfer to General Fund	0.00	0.00	0.00	930,786.00	930,786.00	0.00%
Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	0.00	0.00	0.00	76,000.00	76,000.00	0.00%
Reserve for Future Expenditure	0.00	0.00	0.00	701,835.00	701,835.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	1,020,647.00	1,020,647.00	0.00%
Total Transfers	0.00	0.00	0.00	2,906,153.00	2,906,153.00	0.00%
Capital Outlay						
Debt Service						
Flex Lease: Principal	0.00	4,583.33	0.00	55,000.00	55,000.00	0.00%
Flex Lease: Interest	0.00	504.17	0.00	6,050.00	6,050.00	0.00%
PUD Loan Expense	602.58	625.00	1,807.74	7,500.00	5,692.26	24.10%
OTIB TVC LOAN	0.00	0.00	0.00	4,800.00	4,800.00	0.00%
OTIB Debt Service	13,155.22	0.00	13,155.22	30,000.00	16,844.78	43.85%
Total Debt Service	13,757.80	5,712.50	14,962.96	103,350.00	88,387.04	14.48%
Capital Purchases						
Building Repair & Renovation	0.00	2,500.00	149.98	30,000.00	29,850.02	0.49%
Bus Replacement/Addition	0.00	0.00	0.00	840,000.00	840,000.00	0.00%
Van Replacement/Addition	0.00	0.00	0.00	505,000.00	505,000.00	0.00%
Computer Upgrade	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Fuel Cell Triangulation Point	0.00	500.00	0.00	6,000.00	6,000.00	0.00%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement
From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
6040 Bus Stop Signage/Shelters	2,229.00	13,750.00	2,229.00	165,000.00	162,771.00	1.35%
6050 Other Capital Projects	332.42	51,333.33	32,369.08	616,000.00	583,630.92	5.25%
Total Capital Purchases	2,561.42	68,500.00	34,748.06	2,167,000.00	2,132,251.94	1.60%
Total Capital Outlay	16,319.22	74,212.50	49,711.02	2,270,350.00	2,220,638.98	2.19%
Total Expenses	289,425.34	368,281.16	901,132.79	8,951,927.00	8,050,794.21	10.07%

NWR

Tillamook County Transportation District
Financial Statement
From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Resources						
4026 NWR Revenue	313,127.54	437,316.67	931,553.93	5,247,800.00	(4,316,246.07)	17.75%
4510 Interest Income	200.00	0.00	200.00	0.00	200.00	0.00%
Total Resources	<u>313,327.54</u>	<u>437,316.67</u>	<u>931,753.93</u>	<u>5,247,800.00</u>	<u>(4,316,046.07)</u>	<u>17.76%</u>
Expenses						
Personnel Services						
5010 Payroll: Administration	19,996.36	23,750.00	72,567.65	285,000.00	212,432.35	25.46%
5041 Payroll: Indirect	720.00	2,500.00	3,060.00	30,000.00	26,940.00	10.20%
5050 Payroll Expense	2,424.54	2,083.33	6,521.42	25,000.00	18,478.58	26.08%
5051 Payroll Healthcare	8,018.66	9,166.67	25,623.57	110,000.00	84,376.43	23.29%
5052 Payroll Retirement	1,167.59	1,250.00	4,165.94	15,000.00	10,834.06	27.77%
5053 Payroll Veba	948.02	1,083.33	2,844.06	13,000.00	10,155.94	21.87%
5055 Workers Compensation Ins.	0.00	0.00	318.42	0.00	(318.42)	0.00%
Total Personnel Services	<u>33,275.17</u>	<u>39,833.33</u>	<u>115,101.06</u>	<u>478,000.00</u>	<u>362,898.94</u>	<u>24.08%</u>
Materials and Services						
5100 Professional Services	0.00	416.67	7,888.00	5,000.00	(2,888.00)	157.76%
5120 Dues & Subscriptions	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
5140 Office Equipment R&R	225.22	333.33	675.66	4,000.00	3,324.34	16.89%
5145 Computer R&M	1,502.00	1,250.00	4,506.00	15,000.00	10,494.00	30.04%
5150 Fees & Licenses	0.00	1,250.00	10,000.00	15,000.00	5,000.00	66.66%
5160 Insurance	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
5170 Office Expenses	346.19	833.33	1,206.91	10,000.00	8,793.09	12.06%
5180 Operational Expenses	0.00	125.00	420.74	1,500.00	1,079.26	28.04%
5210 Telephone Expense	9,880.03	1,666.67	11,779.32	20,000.00	8,220.68	58.89%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Financial Statement

From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	25%
Travel & Training	5220 0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Postage	5260 9.95	83.33	129.85	1,000.00	870.15	12.98%
Purchased Transportation	5265 392,560.42	333,333.33	627,769.21	4,000,000.00	3,372,230.79	15.69%
Member Mileage Reimbursement	5266 16,360.00	22,916.67	36,920.00	275,000.00	238,080.00	13.42%
Volunteer Mileage Reimburse	5267 37,323.92	33,333.33	70,545.28	400,000.00	329,454.72	17.63%
Office Rent	5281 400.00	400.00	1,200.00	4,800.00	3,600.00	25.00%
Property Operating Expenses	5300 294.90	833.33	599.01	10,000.00	9,400.99	5.99%
Total Materials and Services	458,902.63	397,483.33	773,639.98	4,769,800.00	3,996,160.02	16.22%
Transfers						
Transfer to LCIP 5931	9100 500,000.00	0.00	500,000.00	0.00	(500,000.00)	0.00%
Total Transfers	500,000.00	0.00	500,000.00	0.00	(500,000.00)	0.00%
Total Expenses	992,177.80	437,316.66	1,388,741.04	5,247,800.00	3,859,058.96	26.46%

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 9/1/2020 Through 9/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15701	9/4/2020	1,001.70	ATU LOCAL #757	AUGUST DUES
15702	9/4/2020	1,790.00	APW DISTRIBUTING	HAND HELD MISTER/COVID
15703	9/4/2020	568.20	Fred Meyer Customer Charges	AUGUST CHARGES
15704	9/4/2020	50.00	Gary A. Hanenkrat	082020 BOARD MEETING
15705	9/4/2020	3,825.00	INNOVA LEGAL ADVISORS	LEGAL
15706	9/4/2020	183.23	J. J. Keller & Associates, Inc	PRE CHECK FORMS
15707	9/4/2020	50.00	JACKIE EDWARDS	082020 BOARD MEETING
15708	9/4/2020	50.00	JIM HUFFMAN	082020 BOARD MEETING
15709	9/4/2020	50.00	JUDY RIGGS	082020 BOARD MEETING
15710	9/4/2020	96.50	KEMPS NORTH COAST TOOLS	SHOP SUPPLIES
15710	9/4/2020	75.05	KEMPS NORTH COAST TOOLS	SHOP SUPPLIES
15711	9/4/2020	50.00	Linda Adler	082020 BOARD MEETING
15712	9/4/2020	50.00	MARTY HOLM	082020 BOARD MEETING
15713	9/4/2020	50.00	MELISSA CARLSON-SWANSON	082020 BOARD MEETING
15714	9/4/2020	1,025.00	NATHAN LEVIN	SEPTEMBER LEASE
15715	9/4/2020	865.01	NoviClean LLC	BUS WASH
15716	9/4/2020	120.96	PACIFIC CITY SUN	advertising
15717	9/4/2020	228.80	Pacific Office Automation	copies
15718	9/4/2020	715.08	PETROCARD INC.	fuel
15719	9/4/2020	42.12	PORTLAND GENERAL	SALEM ELECTRIC
15720	9/4/2020	2,188.81	PLANNING SOLUTIONS	propane project
15721	9/4/2020	283.80	Schetky Northwest Sales, Inc.	SHOP INVENTORY
15722	9/4/2020	14,379.79	Sheldon Oil Distributors	FUEL
15723	9/4/2020	75.00	STEPHANIE OLSON	HYDRO FLASK STICKERS
15724	9/4/2020	50.00	TILLAMOOK PIONEER	ADVERTISING
15724	9/4/2020	50.00	TILLAMOOK PIONEER	ADVERTISING
15725	9/4/2020	42.24	Tillamook PUD	LARGE BUS BARN
15725	9/4/2020	30.67	Tillamook PUD	SMALL BUS BARN ELECTRIC
15726	9/4/2020	4,160.70	CARDMEMBER SERVICE	AUGUST CREDIT CARD
15727	9/4/2020	90.00	WEST COAST EXHAUST	BUS 32 COOLANT
15727	9/4/2020	396.00	WEST COAST EXHAUST	BUS 304
15727	9/4/2020	72.00	WEST COAST EXHAUST	BUS WASH REPAIR
15728	9/4/2020	229.70	Western Bus Sales	INVENTORY
15728	9/4/2020	211.45	Western Bus Sales	INVENTORY
15729	9/4/2020	700.00	City Of Tillamook	SEPTEMBER LEASE
15730	9/4/2020	850.00	WAVE	TELEPHONE
15731	9/4/2020	107.04	COMCAST	INTERNET SALEM
15732	9/4/2020	39.77	CENTURYLINK	AUGUST
15733	9/4/2020	495.00	GISI MARKETING GROUP	FACILITY SIGNAGE
15734	9/4/2020	9,979.50	JORDAN SCHRADER RAMIS, PC	LEGAL INCLUDING PROPANE & ECOLANE
15735	9/4/2020	58.69	Office Depot Credit Plan	OFFICE SUPPLIES
15735	9/4/2020	91.45	Office Depot Credit Plan	OFFICE SUPPLIES
15735	9/4/2020	21.99	Office Depot Credit Plan	OFFICE SUPPLIES
15735	9/4/2020	42.34	Office Depot Credit Plan	OFFICE SUPPLIES
15735	9/4/2020	10.72	Office Depot Credit Plan	OFFICE SUPPLIES
15735	9/4/2020	32.84	Office Depot Credit Plan	OFFICE SUPPLIES
15736	9/4/2020	41.25	Oregon State Police	background checks
15737	9/15/2020	298.96	ALSCO - Portland Linen	AUGUST
15738	9/15/2020	1,107.00	COUNTRY MEDIA	ADVERTISING
15738	9/15/2020	58.90	COUNTRY MEDIA	ADVERTISING
15739	9/15/2020	100.00	CRYSTAL AND SIERRA SPRINGS	WATER
15740	9/15/2020	29.90	DAVID WHEELER	mileage for I block
15741	9/15/2020	264.00	FleetPride, Inc.	VEHICLE MAINTENANCE
15742	9/15/2020	150.95	KEMPS NORTH COAST TOOLS	SHOP SUPPLIES
15743	9/15/2020	993.53	KITTELSON & ASSOCIATES, INC.	stif planning
15744	9/15/2020	3,805.04	LES SCHWAB WAREHOUSE CENTER	TIRES

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 9/1/2020 Through 9/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15745	9/15/2020	1,272.76	Marie Mills Center, Inc	janitorial at transit center
15746	9/15/2020	5,915.13	McCOY FREIGHTLINER	VEHICLE MAINTENANCE
15747	9/15/2020	579.36	DAVISON AUTO PARTS, INC.	VEHICLE MAINTENANCE
15748	9/15/2020	33.00	Newport News-Times	ADVERTISING
15749	9/15/2020	303.26	NORTHSIDE FORD	VEHICLE MAINTENANCE
15750	9/15/2020	74.75	Office Depot Credit Plan	PAPER TOWELS/OFFICE SUPPLY
15750	9/15/2020	13.30	Office Depot Credit Plan	MARKERS/OFFICE SUPPLY
15751	9/15/2020	8.00	OR DEPT OF MOTOR VEHICLES	driver record checks
15752	9/15/2020	120.96	PACIFIC CITY SUN	ADVERTISING
15753	9/15/2020	105.81	Rosenberg Builders Supply	SHOP INVENTORY
15754	9/15/2020	355.00	Tillamook Chamber of Commerce	MEMBERSHIP DUES 2020-21
15755	9/15/2020	68.46	TILLAMOOK FARMERS COOP	SHOP INVENTORY
15755	9/15/2020	(68.46)	TILLAMOOK FARMERS COOP	SHOP INVENTORY
15756	9/15/2020	49.95	VANIR BROADBAND, INC.	INTERNET
15757	9/15/2020	2,245.20	VERIZON	PURCHASE 12 DRIVER TABLETS
15758	9/23/2020	100.00	DEBBIE GRAHAM	cdl physical
15759	9/30/2020	1,251.25	ADP, LLC	PAYROLL SUPPORT
15760	9/30/2020	355.00	ALL CLEAR AUDIO AND GLASS LLC	BUS 303 WINDSHIELD
15760	9/30/2020	120.00	ALL CLEAR AUDIO AND GLASS LLC	WINDSHIELD REPAIRS
15760	9/30/2020	115.00	ALL CLEAR AUDIO AND GLASS LLC	BUS 32 RESEAL SEARS
15761	9/30/2020	185.00	BIO-MED TESTING SERVICE, INC.	DRUG SCREENING
15762	9/30/2020	5,904.00	Bullard Law, P.C.	LEGAL
15763	9/30/2020	900.00	Care Inc.	STF AND STIF QTR PAYMENTS
15763	9/30/2020	1,250.00	Care Inc.	STF AND STIF QTR PAYMENTS
15764	9/30/2020	700.00	City Of Tillamook	TRANSIT CENTER LEASE
15765	9/30/2020	107.04	COMCAST	INTERNET SALEM
15766	9/30/2020	79.36	O'REILLY AUTOMOTIVE STORES	VEHICLE MAINTENANCE
15766	9/30/2020	90.75	O'REILLY AUTOMOTIVE STORES	INVOICE CORRECTION
15766	9/30/2020	(90.69)	O'REILLY AUTOMOTIVE STORES	CREDIT
15767	9/30/2020	29.90	DAVID WHEELER	MILEAGE I BLOCK
15768	9/30/2020	484.67	Fred Meyer Customer Charges	CARD CHARGES
15769	9/30/2020	50.00	Gary A. Hanenkrat	BOARD MEETING 9-17-20
15770	9/30/2020	496.14	GenXsys Solutions, LLC	COMPUTER SUPPORT
15770	9/30/2020	1,498.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
15770	9/30/2020	169.80	GenXsys Solutions, LLC	COMPUTER SUPPORT
15771	9/30/2020	30.00	IconiPro Security & Alarms	SERVICE LABOR
15772	9/30/2020	3,856.00	INNOVA LEGAL ADVISORS	LEGAL
15773	9/30/2020	50.00	JACKIE EDWARDS	BOARD MEETING 9-17-20
15774	9/30/2020	50.00	JIM HUFFMAN	BOARD MEETING 9-17-20
15775	9/30/2020	1,690.84	KITTELSON & ASSOCIATES, INC.	STIF PLANNING
15776	9/30/2020	50.00	Linda Adler	BOARD MEETING 9-17-20
15777	9/30/2020	4,329.00	Marie Mills Center, Inc	STF QTR PAYMENT
15778	9/30/2020	50.00	MARTY HOLM	BOARD MEETING 9-17-20
15779	9/30/2020	50.00	MELISSA CARLSON-SWANSON	BOARD MEETING 9-17-20
15780	9/30/2020	830.00	North Coast Lawn	LAWN MAINTENANCE
15781	9/30/2020	1,025.00	NATHAN LEVIN	OCTOBER LEASE
15782	9/30/2020	8.00	NEW AGE CAR WASH	VAN WASH
15783	9/30/2020	44.97	Office Depot Credit Plan	OFFICE SUPPLY
15783	9/30/2020	29.98	Office Depot Credit Plan	OFFICE SUPPLY
15783	9/30/2020	43.52	Office Depot Credit Plan	OFFICE SUPPLIES
15783	9/30/2020	5.89	Office Depot Credit Plan	OFFICE SUPPLY
15783	9/30/2020	13.19	Office Depot Credit Plan	OFFICE SUPPLY
15783	9/30/2020	155.35	Office Depot Credit Plan	OFFICE SUPPLY
15783	9/30/2020	44.97	Office Depot Credit Plan	OFFICE SUPPLIES
15783	9/30/2020	103.09	Office Depot Credit Plan	OFFICE SUPPLIES
15783	9/30/2020	21.99	Office Depot Credit Plan	OFFICE SUPPLY
15783	9/30/2020	17.40	Office Depot Credit Plan	OFFICE SUPPLY

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Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 9/1/2020 Through 9/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15783	9/30/2020	(91.45)	Office Depot Credit Plan	CREDIT
15783	9/30/2020	(32.84)	Office Depot Credit Plan	CREDIT
15784	9/30/2020	82.50	Oregon State Police	BACKGROUND CHECKS
15785	9/30/2020	120.96	PACIFIC CITY SUN	ADVERTISING
15786	9/30/2020	442.57	Pacific Office Automation	TCTD COPIES
15787	9/30/2020	993.78	PETROCARD INC.	FUEL
15788	9/30/2020	37.70	PORTLAND GENERAL	ELECTRIC
15789	9/30/2020	225.22	Pacific Office Automation	COPIER LEASE TCTD
15790	9/30/2020	497.63	Prevailing Communications	VEHICLE RADIOS
15791	9/30/2020	399.00	STATESMAN JOURNAL	ADVERTISING
15792	9/30/2020	42.83	Tillamook PUD	LARGE BUS BARN
15792	9/30/2020	30.90	Tillamook PUD	SMALL BUS BARN
15793	9/30/2020	557.49	DEBBIE GRAHAM	ATU RETRO PAY FOR SUBS
15794	9/30/2020	130.08	GWEN RUSSELL	ATU RETRO PAY FOR SUBS
15795	9/30/2020	236.56	JENNIFER WRIGHT	ATU RETRO PAY FOR SUBS
15796	9/30/2020	443.78	JIM BROWN	ATU RETRO PAY FOR SUBS
15797	9/30/2020	20.84	ROBERT SOUTHWICK	ATU RETRO PAY FOR SUBS
15798	9/30/2020	130.81	ROGER LEWIS	ATU RETRO PAY FOR SUBS
15799	9/30/2020	137.68	RONDA FLYE	ATU RETRO PAY FOR SUBS
15800	9/30/2020	42.83	TERRA BUCHANAN	ATU RETRO PAY FOR SUBS
Report Total		94,245.44		

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Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 9/1/2020 Through 9/30/2020

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5585	9/3/2020	KARRI HOOKER
5586	9/3/2020	JENNIFER WRIGHT
5586	9/3/2020	JENNIFER WRIGHT
5588	9/15/2020	SPECIAL DISTRICTS INS. SERVICE
5589	9/15/2020	HRA VEBA TRUST
5590	9/22/2020	JENNIFER WRIGHT
5591	9/30/2020	HRA VEBA TRUST
5592	9/30/2020	ATU LOCAL #757
5593	9/30/2020	PACIFIC SOURCE

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Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 9/1/2020 Through 9/30/2020

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
2649	9/4/2020	215.65	Fred Meyer Customer Charges	AUGUST CHARGES
2650	9/4/2020	47.97	Pacific Office Automation	copies
2651	9/4/2020	360.00	TILLAMOOK CNTY TRANS. DIST.	PAYROLL INDIRECT
2652	9/4/2020	11,703.15	TILLAMOOK CNTY TRANS. DIST.	NWR 082820 PAYROLL
2653	9/4/2020	134.85	CARDMEMBER SERVICE	AUGUST CREDIT CARD
2654	9/4/2020	701.22	WAVE	TELEPHONE
2655	9/4/2020	31.34	CENTURYLINK	AUGUST
2656	9/4/2020	6,004.00	JORDAN SCHRADER RAMIS, PC	NWR LEGAL
2657	9/15/2020	131.58	CRYSTAL AND SIERRA SPRINGS	WATER
2658	9/15/2020	503.40	TILLAMOOK CNTY TRANS. DIST.	AUGUST RENT/UTILITY
2659	9/15/2020	10,994.40	TILLAMOOK CNTY TRANS. DIST.	NWR AUGUST BENEFITS
2660	9/15/2020	11,608.36	TILLAMOOK CNTY TRANS. DIST.	NWR PAYROLL 09.11.20
2661	9/16/2020	1,109.65	JANNA SMITH	VOLUNTEERS
2662	9/16/2020	609.35	JOHN REKART JR	VOLUNTEERS
2663	9/16/2020	699.15	KANDIS LIDAY	VOLUNTEERS
2664	9/16/2020	3,501.65	SEAN REKART	VOLUNTEERS
2665	9/16/2020	2,504.50	VAL HOLYOAK	VOLUNTEERS
2666	9/16/2020	2,523.25	WILLIAM NERENBERG	VOLUNTEERS
2667	9/29/2020	1,407.44	AAA RIDE ASSIST	NWR TRANSPORTATION PROVIDI
2667	9/29/2020	2,025.24	AAA RIDE ASSIST	NWR TRANSPORTATION PROVIDI
2667	9/29/2020	2,137.80	AAA RIDE ASSIST	NWR TRANSPORTATION PROVIDI
2668	9/29/2020	4,950.13	COLUMBIA MEDICAL	NWR TRANSPORTATION PROVIDI
2668	9/29/2020	5,446.37	COLUMBIA MEDICAL	NWR TRANSPORTATION PROVIDI
2669	9/29/2020	6,607.95	K & M MEDIVAN	NWR TRANSPORTATION PROVIDI
2669	9/29/2020	618.30	K & M MEDIVAN	NWR TRANSPORTATION PROVIDI
2669	9/29/2020	5,618.40	K & M MEDIVAN	NWR TRANSPORTATION PROVIDI
2669	9/29/2020	6,251.30	K & M MEDIVAN	NWR TRANSPORTATION PROVIDI
2670	9/29/2020	6,965.00	MEDIX AMBULANCE	NWR TRANSPORTATION PROVIDI
2671	9/29/2020	5,593.75	MTN RETREAT SECURE TRANSPORT	NWR TRANSPORTATION PROVIDI
2671	9/29/2020	718.75	MTN RETREAT SECURE TRANSPORT	NWR TRANSPORTATION PROVIDI
2672	9/29/2020	13,610.88	RYANS TRANSPORTATION SERVICE	NWR TRANSPORTATION PROVIDI
2672	9/29/2020	13,661.66	RYANS TRANSPORTATION SERVICE	NWR TRANSPORTATION PROVIDI
2672	9/29/2020	16,422.24	RYANS TRANSPORTATION SERVICE	NWR TRANSPORTATION PROVIDI
2673	9/29/2020	5,267.25	WAPATO SHORES	NWR TRANSPORTATION PROVIDE
2673	9/29/2020	6,222.75	WAPATO SHORES	NWR TRANSPORTATION PROVIDE
2673	9/29/2020	4,355.50	WAPATO SHORES	NWR TRANSPORTATION PROVIDE
2674	9/30/2020	34.84	CATHY BOND	REIMBURSE CATHY BOND
2675	9/30/2020	49.55	CENTURYLINK	HARD LINER FAX
2676	9/30/2020	14.39	Fred Meyer Customer Charges	CARD CHARGES
2677	9/30/2020	1,502.00	GenXsys Solutions, LLC	COMPUTER SUPPORT
2678	9/30/2020	213.00	MEDIX AMBULANCE	NWR PHONE SERVICE
2679	9/30/2020	200.00	North Coast Lawn	LAWN MAINTENANCE
2680	9/30/2020	55.59	Pacific Office Automation	NWR COPIES
2681	9/30/2020	225.22	Pacific Office Automation	COPIER LEASE NWR
Report Total		163,558.77		


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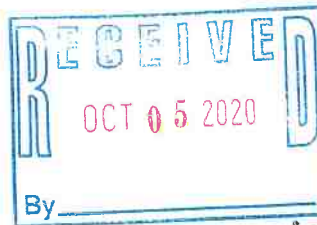
Tillamook County Transportation District

Check/Voucher Register
1011 - Prop. Mgmt. Checking
From 9/1/2020 Through 9/30/2020

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4327	9/4/2020	700.00	CHRISSY'S CLEANING SERVICE	JANITORIAL
4328	9/4/2020	1,285.59	Tillamook PUD	ELECTRIC AND LOAN
4329	9/4/2020	780.00	Hillsboro's Finest Pressure	GUTTER CLEANING
4329	9/4/2020	(780.00)	Hillsboro's Finest Pressure	GUTTER CLEANING
4330	9/4/2020	13,155.22	Oregon Department of Transport	OTIB LOAN SEPTEMBER 2020
4331	9/15/2020	464.82	Marie Mills Center, Inc	janitorial at 3rd st
4332	9/15/2020	283.67	TILLAMOOK CITY UTILITIES	AUGUST
4333	9/15/2020	167.95	CITY SANITARY SERVICE	AUGUST
4334	9/30/2020	780.00	Hillsboro's Finest Pressure	GUTTER CLEANING
4335	9/30/2020	2,560.00	North Coast Lawn	LAWN MAINTENANCE
4336	9/30/2020	<u>1,261.72</u>	Tillamook PUD	ELECTRIC & LOAN
Report Total		<u>20,658.97</u>		

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UMPQUA BANK: CLOSING DATE 9/25/2020			
Date	Vendor	Description of Transaction	Amount
DOUG PILANT			
08/27/20	VIRTUAL POSTMAIL.COM	POSTAGE	\$ 25.00
09/02/20	AMAZON.COM	MARKETING MATERIALS	\$ 38.34
09/04/20	SQ RECESS FOOD TRUCK	MEAL/MEETING - DOUG/TABATHA/BRENT	\$ 32.00
09/08/20	AMAZON.COM	MARKETING MATERIALS	\$ 35.37
09/09/20	AMAZON.COM	MARKETING MATERIALS	\$ 19.41
			\$ 150.12
CATHY BOND			
08/25/20	FIELDPRINT INC	BACKGROUND CHECK	\$ 12.50
08/28/20	LANGUAGE LINE	NWR TELEPHONE	\$ 23.70
08/28/20	LANGUAGE LINE	NWR TELEPHONE	\$ 7.90
09/03/20	ENDICIA	POSTAGE/NWR	\$ 9.95
09/08/20	ADOBE ACROPRO	SOFTWARE	\$ 24.99
09/14/20	FIELDPRINT INC.	BACKGROUND CHECK	\$ 12.50
09/23/20	IRON MOUNTAIN	SHRED	\$ 97.06
			\$ 188.60
BRENT OLSON			
09/04/20	PACIFIC RESTAURANT	MEALS/MEETING	\$ 74.93
09/10/20	WERNER GOURMET MEAT	MEALS/MEETING	\$ 32.90
09/16/20	SAFEWAY	OFFICE SUPPLIES/COFFEE	\$ 5.99
09/21/20	THE FERN CAFE	MEALS/STAFF MEETING	\$ 113.06
09/23/20	BLUE HERON	MEALS/STAFF - HAILEY'S 1ST DAY	\$ 101.68
			\$ 328.56
TABATHA WELCH			
08/31/20	ENDICIA STORE	POSTAGE LABELS	\$ 56.49
08/31/20	WALMART.COM	WELLNESS CENTER/WALKING CHALLENGE	\$ 39.60
09/02/20	INDEED.COM	JOB POSTING	\$ 197.75
09/09/20	POSITIVE PROMOTIONS	WELLNESS CENTER/PEDOMETERS	58.85
09/10/20	AMAZON.COM	WELLNESS CENTER	\$ 10.99
09/11/20	AMAZON.COM	WELLNESS CENTER	\$ 9.99
09/14/20	AMAZON.COM	OFFICE SUPPLY	\$ 16.98
09/14/20	BELNICK RETAIL, LLC/BIZCHAIR.COM	OFFICE FURNITURE/HAILEY'S CHAIR	\$ 136.99
09/14/20	AMAZON.COM	OFFICE SUPPLY	\$ 54.45
09/16/20	USPS STAMPS ENDICIA	POSTAGE	\$ 100.00
09/16/20	ENDICIA	POSTAGE	\$ 24.99
09/17/20	AMAZON.COM	AMAZON PRIME MONTHLY MEMBERSHIP FEE	\$ 12.99
09/18/20	WERNER GOURMET MEAT	MEALS/STAFF MEETING	\$ 21.45
09/18/20	SQ LAS MARGARITAS	MEALS/BOARD MEETING	\$ 40.85
09/18/20	AMAZON.COM	EMPLOYEE RECOGNITION	\$ 44.98
09/18/20	AMAZON.COM	OFFICE SUPPLY	\$ 9.99
09/21/20	AMAZON.COM	OFFICE SUPPLY	\$ 24.95
09/21/20	FRED MEYER	WELLNESS CENTER/PEDOMETERS	\$ 39.98
			\$ 902.27
CLAYTON NORRBOM			
09/02/20	SQ MARIAS TAQUERIA	MEAL/TRAINING - CLAYTON/ROY	\$ 21.00
			\$ 21.00
STATEMENT TRUE UP			
		Charges total	\$ 1,590.55
		Grand Total	\$ 1,590.55
APPROVAL			
DATE	10-7-20		



September 2020 Statement
 Open Date: 08/25/2020 Closing Date: 09/23/2020



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

Account:

Cardmember Service
 BUS 30 ELN 8

1-866-552-8855
 15

New Balance	\$1,590.55
Minimum Payment Due	\$16.00
Payment Due Date	10/22/2020

Reward Points	
Earned This Statement	1,873
Reward Center Balance as of 09/22/2020	56,021
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$4,295.55
Payments	-	\$4,295.55CR
Other Credits		\$0.00
Purchases	+	\$1,590.55
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$1,590.55
Past Due		\$0.00
Minimum Payment Due		\$16.00
Credit Line		\$10,000.00
Available Credit		\$8,409.45
Days in Billing Period		30

Tillamook County Transportation District
 Account _____
 Account _____
 Account _____
 Approval _____
 Date _____

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



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

to pay by phone
 to change your address

000030763 01 SP 000638587832490 P Y

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



Account Number	
Payment Due Date	10/22/2020
New Balance	\$1,590.55
Minimum Payment Due	\$16.00

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 09/22/2020

Rewards Center Activity*	0
Rewards Center Balance	56,021

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	1,309	22,873
Gas, Restaurants & Telecom Double Points	564	9,084
Total Earned	1,873	31,957

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.

Speed through checkout while earning rewards with PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

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

Transactions						PILANT, DOUGLAS		Credit Limit \$5000	
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation			
Purchases and Other Debits									
08/27	08/27	8838	VIRTUALPOSTMAIL.COM 909-235-6245 CA		\$25.00	_____			
09/02	09/01	6296	Amazon.com*MU6942V31 Amzn.com/bill WA		\$38.34	_____			
09/04	09/03	9256	SQ *RECESS FOOD TRUCK gosq.com OR		\$32.00	_____			
09/08	09/06	6551	Amazon.com*MU9IG4VY2 Amzn.com/bill WA		\$35.37	_____			
09/09	09/08	2429	Amazon.com*MU1X16BF2 Amzn.com/bill WA		\$19.41	_____			
Total for Account					\$150.12				

Transactions						BOND, CATHY		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation			
Purchases and Other Debits									

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
08/25	08/25	5586	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
08/28	08/27	2341	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____
08/28	08/27	7408	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____
09/03	09/02	7125	ENDICIA 800-576-3279 CA	\$9.95	_____
09/08	09/05	8116	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
09/14	09/12	1127	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
09/23	09/22	7503	IRON MOUNTAIN 800-934-3453 MA	\$97.06	_____
Total for Account				\$188.60	

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
08/31	08/29	3518	ENDICIA STORE 800-576-3279 CA	\$56.49	_____
08/31	08/30	1687	WALMART.COM AY 800-966-6546 AR	\$39.60	_____
09/02	09/01	6532	INDEED 203-564-2400 CT	\$197.75	_____
09/09	09/08	0302	POSITIVE PROMOTIONS 800-6352666 NY	\$58.85	_____
09/10	09/09	8067	AMZN Mktp US*MU7887XM0 Amzn.com/bill WA	\$10.99	_____
09/11	09/10	6438	AMZN Mktp US*M444P1CZ1 Amzn.com/bill WA	\$9.99	_____
09/14	09/12	2186	AMZN Mktp US*M489T5LM1 Amzn.com/bill WA	\$16.98	_____
09/14	09/11	2290	BELNICK RETAIL, LLC 770-721-8200 GA	\$136.99	_____
09/14	09/11	5517	AMZN Mktp US*MU9A17712 Amzn.com/bill WA	\$54.45	_____
09/16	09/14	6646	USPS STAMPS ENDICIA 310-482-5800 CA	\$100.00	_____
09/16	09/15	0316	ENDICIA 800-576-3279 CA	\$24.99	_____
09/17	09/17	6240	Amazon Prime*M47695NQ2 Amzn.com/bill WA	\$12.99	_____
09/18	09/16	4526	WERNER GOURMET MEAT SN TILLAMOOK OR	\$21.45	_____
09/18	09/17	2816	SQ *LAS MARGARITAS Tillamook OR	\$40.85	_____
09/18	09/17	6154	AMZN Mktp US*M483V6PP1 Amzn.com/bill WA	\$44.98	_____
09/18	09/17	1038	AMZN Mktp US*MU3B59WU0 Amzn.com/bill WA	\$9.99	_____
09/21	09/19	2191	AMZN Mktp US*M47SI2FU0 Amzn.com/bill WA	\$24.95	_____
09/21	09/19	4028	FRED MEYER #5377 503-815-1400 OR	\$39.98	_____
Total for Account				\$902.27	

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/04	09/02	0021	PACIFIC RESTAURANT TILLAMOOK OR	\$74.93	_____
09/10	09/08	0294	WERNER GOURMET MEAT SN TILLAMOOK OR	\$32.90	_____

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Transactions OLSON, BRENT Credit Limit \$3000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
09/16	09/14	0683	SAFEWAY #2723 TILLAMOOK OR	\$5.99	_____
09/21	09/18	9849	THE FERN CAFE TILLAMOOK OR	\$113.06	_____
09/23	09/21	1343	BLUE HERON FRENCH CH TILLAMOOK OR	\$101.68	_____
Total for Account				\$328.56	

Transactions NORRBOM, CLAYTON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
09/02	09/01	5966	SQ *MARIAS TAQUERIA Tillamook OR	\$21.00	_____
Total for Account				\$21.00	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
09/08	09/08	4	PAYMENT THANK YOU	\$134.85CR	_____
09/08	09/08	4	PAYMENT THANK YOU	\$4,160.70CR	_____
Total for Account				\$4,295.55CR	

2020 Totals Year-to-Date	
Total Fees Charged in 2020	\$0.00
Total Interest Charged in 2020	\$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	12.24%	
**PURCHASES	\$1,590.55	\$0.00	YES	\$0.00	12.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

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Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

SEP 2020

RIDERSHIP BY SERVICE TYPE

	SEP 2020	SEP 2019	YTD FY 20-21	YTD FY 19-20	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	859	1,013	2,580	3,247	-20.5%
NW Rides	491	680	1,226	2,269	-46.0%
Dial-A-Ride Total	1,350	1,693	3,806	5,516	-31.0%

Deviated Fixed Route Service

Rt 1: Town Loop	2,488	3,475	8,184	10,992	-25.5%
Rt 2: Netarts/Oceanside	350	569	1,351	2,058	-34.4%
Rt 3: Manzanita/Cannon Beach	1,959	3,115	6,453	9,485	-32.0%
Rt 4: Lincoln City	787	1,466	2,633	5,132	-48.7%
Local Fixed Rt Total	5,584	8,625	18,621	27,667	-32.7%

Intercity Service

Rt 5: Portland	481	877	1,522	2,924	-47.9%
Rt 60X: Salem	511	980	1,674	3,160	-47.0%
Rt 70X: Grand Ronde	269	473	847	1,405	-39.7%
Inter City Total	1,261	2,330	4,043	7,489	-46.0%

Other Services

Tripper Routes	41	132	57	284	-79.9%
Special Bus Operations	119	106	516	1,069	-51.7%
Other Services Total	160	238	573	1,353	-57.6%

TOTAL ALL SERVICES

8,355 12,886 27,043 42,025 -35.7%

ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	4,177	216	14,542	22,924	-36.6%
Senior/Disabled	2,285	1,080	10,716	16,126	-33.5%
Child/Youth (less than 18 years of age)	542	54	1,785	2,976	-40.0%
Total	7,005	1,350	27,043	42,025	-35.7%

OTHER RIDER CATEGORIES	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	84		209	285	-26.7%
Tillamook Bay Community College	160		393	394	-0.3%
NWOTA Visitor Pass	52		298	610	-51.1%
NW Rides		442	1,122	2,013	-44.3%
Helping Hands Shuttle		61	148	483	-69.4%

MONTHLY PERFORMANCE

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

Sep-19	1.6	55.4%	74.06
Jun-20	1.6	53.5%	78.13
Jul-20	1.4	32.2%	100.77
Aug-20	1.5	39.6%	86.31
Sep-20	1.5	40.7%	85.48
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Sep-19	6.2	9.5%	74.01
Jun-20	5.3	6.4%	77.65
Jul-20	4.2	4.6%	101.65
Aug-20	4.3	5.5%	87.09
Sep-20	4.1	5.2%	86.13
STANDARD	7.0	12.4%	64.60

Intercity Services

Sep-19	3.4	21.5%	81.56
Jun-20	2.5	13.4%	89.27
Jul-20	1.9	7.8%	113.23
Aug-20	1.8	9.9%	98.10
Sep-20	1.8	9.8%	96.77
STANDARD	2.9	31.5%	72.86

Other Services

Sep-19	5.0	7.3%	67.74
Jun-20	4.8	7.8%	67.68
Jul-20	2.4	0.2%	90.29
Aug-20	2.1	1.0%	77.26
Sep-20	2.4	0.2%	77.05
STANDARD	6.9	10.7%	67.00

Dial-a-Ride includes Central, North and South Counties Dial-A-Ride Services
 Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach, 4 Lincoln City
 Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde
 Other Services: Trippers and Special Bus Operations

QUARTERLY PERFORMANCE

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

Summer -19	1.6	55.6%	73.66	47.15
Fall - 19	1.6	56.6%	70.76	44.21
Winter - 20	1.6	53.6%	76.90	48.35
Spring - 20	1.6	53.5%	78.13	49.99
Summer -20	1.5	40.7%	85.48	56.33
STANDARD	1.3	65.3%	56.36	45.19

Deviated Fixed Route Services

Summer -19	6.3	9.5%	73.64	11.66
Fall - 19	6.1	9.3%	70.98	11.62
Winter - 20	5.9	8.1%	76.51	12.88
Spring - 20	5.3	7.2%	77.65	14.74
Summer -20	4.1	5.2%	86.13	20.96
STANDARD	7.0	12.4%	64.60	9.29

Intercity Services

Summer -19	3.4	19.6%	83.54	24.93
Fall - 19	3.1	19.1%	81.60	25.95
Winter - 20	2.9	15.9%	88.54	30.21
Spring - 20	2.5	13.4%	90.07	36.55
Summer -20	1.8	9.8%	96.77	54.35
STANDARD	2.9	31.5%	72.86	24.86

Other Services

Summer -19	5.0	7.3%	66.97	13.30
Fall - 19	5.3	10.5%	62.92	11.76
Winter - 20	5.4	9.5%	66.85	12.28
Spring - 20	4.8	7.8%	67.68	14.11
Summer -20	2.4	0.2%	77.05	32.18
STANDARD	6.9	10.7%	55.54	8.28

Tillamook County Transportation District

Year-to-Date Statistics and Performance

Actual FY 2020/2021

Route/Run	Thru Sep 2020				10/11/2020												
	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	9,029	2,580	1,114	1,422	20,177	10,259	56,674	3,248	21,356	91,538	82.19	2.3	9.9%	0.03	3.50	8.11	
NW Rides	78,155	1,226	1,394	1,820	37,681	19,159	70,960	4,067	28,661	122,847	88.10	0.9	63.6%	0.03	63.75	56.05	
Total DAR	87,184	3,806	2,508	3,242	57,858	29,419	127,635	7,314	50,018	214,385	85.48	1.5	40.7%	0.03	22.91	34.76	
<u>Deviated Route</u>																	
01 Town Loop	5,347	8,184	1,166	1,325	15,898	8,083	59,322	3,400	21,546	92,351	79.22	7.0	5.8%	0.09	0.65	4.59	
02 Netarts/Oceanside	1,541	1,351	614	826	13,524	6,876	31,231	1,790	12,140	52,037	84.79	2.2	3.0%	0.03	1.14	2.51	
03 Manzanita	8,592	6,453	1,679	1,840	43,571	22,154	85,448	4,897	34,234	146,734	87.39	3.8	5.9%	0.05	1.33	5.12	
04 Lincoln City	4,642	2,633	1,074	1,272	36,018	18,314	54,640	3,131	23,153	99,238	92.43	2.5	4.7%	0.03	1.76	4.32	
Total Deviated Route	20,122	18,621	4,532	5,263	109,011	55,428	230,641	13,217	91,073	390,359	86.13	4.1	5.2%	0.05	1.08	4.44	
<u>Intercity</u>																	
05 Portland	14,041	1,522	902	984	28,888	14,688	48,510	2,629	19,232	85,060	94.34	1.7	16.5%	0.02	9.23	15.57	
60X Salem	5,975	1,674	828	1,017	33,372	16,968	44,550	2,415	18,720	82,653	99.82	2.0	7.2%	0.02	3.57	7.22	
70X Grand Ronde	1,417	847	541	680	18,823	9,571	29,119	1,578	11,773	52,041	96.16	1.6	2.7%	0.02	1.67	2.62	
Total Intercity	21,433	4,043	2,271	2,681	81,083	41,228	122,179	6,622	49,725	219,754	96.77	1.8	9.8%	0.02	5.30	9.44	
<u>Other Services</u>																	
Trippers	35	57	15	50	182	92	763	44	273	1,172	78.14	3.8	3.0%	0.05	0.61	2.33	
Special Bus Operation	0	516	224	225	2,299	1,169	11,414	654	4,027	17,265	76.97	2.3	0.0%	0.03	0.00	0.00	
Total Other Services	35	573	239	276	2,481	1,261	12,178	698	4,300	18,437	77.05	2.4	0.2%	0.03	0.06	0.15	
Total TCTD Services	128,774	27,043	9,550	11,462	250,433	127,335	492,632	27,852	195,116	842,935	88.26	2.83	15.3%	0.04	4.76	13.48	
										Total Mileage, Labor & Direct Cost		647,819					
												30.1%					

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**Tillamook County Transportation District
FY19/20 to FY 20/21**

Year-Over-Year Comparison

Route/Run	Thru Sep 2020			Thru Sep 2020			Thru Sep 2020			Thru Sep 2020			Thru Sep 2020			
	19/20 Fare Revenue	20/21 Fare Revenue	Amount Difference	Percent Difference	19/20 Passngs	20/21 Passngs	Amount Difference	Percent Difference	19/20 Service Hours	20/21 Service Hours	Amount Difference	Percent Difference	19/20 Total Cost	20/21 Total Cost	Amount Difference	Percent Difference
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	9,176	9,029	-147	-1.6%	3,247	2,580	-667	-20.5%	1,188	1,114	-75	-6.3%	83,862	91,538	7,675	9.2%
NW Rides	135,434	78,155	-57,279	-42.3%	2,269	1,226	-1,043	-46.0%	2,336	1,394	-942	-40.3%	177,162	122,847	-54,314	-30.7%
Total DAR	144,610	87,184	-57,426	-39.7%	5,516	3,806	-1,710	-31.0%	3,525	2,508	-1,017	-28.8%	261,024	214,385	-46,639	-17.9%
<u>Deviated Route</u>																
01 Town Loop	7,712	5,347	-2,365	-30.7%	10,992	8,184	-2,808	-25.5%	1,140	1,166	25	2.2%	77,240	92,351	15,110	19.6%
02 Netarts/Oceanside	2,199	1,541	-658	-29.9%	2,058	1,351	-707	-34.4%	600	614	13	2.2%	43,722	52,037	8,315	19.0%
03 Manzanita	12,962	8,592	-4,370	-33.7%	9,485	6,453	-3,032	-32.0%	1,643	1,679	37	2.2%	123,323	146,734	23,410	19.0%
04 Lincoln City	8,190	4,642	-3,548	-43.3%	5,132	2,633	-2,499	-48.7%	1,050	1,074	23	2.2%	83,843	99,238	15,395	18.4%
Total Local Fixed Route	31,063	20,122	-10,941	-35.2%	27,667	18,621	-9,046	-32.7%	4,434	4,532	99	2.2%	328,129	390,359	62,230	19.0%
<u>Intercity</u>																
05 Portland	28,399	14,041	-14,358	-50.6%	2,924	1,522	-1,402	-47.9%	882	902	20	2.2%	69,600	85,060	15,459	22.2%
60X Salem	8,373	5,975	-2,398	-28.6%	3,160	1,674	-1,486	-47.0%	788	828	40	5.1%	67,118	82,653	15,535	23.1%
70X Grand Ronde	1,740	1,417	-323	-18.6%	1,405	847	-558	-39.7%	525	541	16	3.1%	42,286	52,041	9,755	23.1%
Total Intercity	38,512	21,433	-17,079	-44.3%	7,489	4,043	-3,446	-46.0%	2,195	2,271	76	3.5%	179,004	219,754	40,750	22.8%
<u>Other Services</u>																
Trippers	184	35	-149	-81.0%	284	57	-227	-79.9%	31	15	-16	-51.6%	2,060	1,172	-888	-43.1%
Special Bus Operation	1,151	0	-1,151	-100.0%	1,069	516	-553	-51.7%	238	224	-14	-5.7%	16,148	17,265	1,118	6.9%
Total Other Services	1,335	35	-1,300	-97.4%	1,353	573	-780	-57.6%	269	239	-30	-11.0%	18,208	18,437	229	1.3%
Total TCTD Services	215,520	128,774	-86,746	-40.2%	42,025	27,043	-14,982	-35.7%	10,422	9,550	-871	-8.4%	786,366	842,935	56,570	7.2%

Tillamook County Transportation District
FY19/20 to FY 20/21

Year to Date Performance Comparison

Route/Run	Thru Sep 2020		Thru Sep 2020		Thru Sep 2020		Thru Sep 2020		Thru Sep 2020					
	19/20	20/21	Hourly Rate	Amount Diff	Passngr /Hour	Passngr /Hour	Percent Diff	Amount Diff	19/20	20/21	Average Fare	Average Fare	Amount Diff	Percent Diff
Dial-A-Ride Service														
Dial-A-Ride	70.57	82.19	11.62	16.5%	2.7	2.3	-0.4	-15.2%	10.9%	9.9%	2.83	3.50	0.67	23.8%
NW Rides	75.83	88.10	12.27	16.2%	1.0	0.9	-0.1	-9.5%	76.4%	63.6%	59.69	63.75	4.06	6.8%
Total DAR	74.06	85.48	11.42	15.4%	1.6	1.5	0.0	-3.0%	55.4%	40.7%	26.22	22.91	-3.31	-12.6%
Deviated Route														
01 Town Loop	67.74	79.22	11.49	17.0%	9.6	7.0	-2.6	-27.2%	10.0%	5.8%	0.70	0.65	-0.05	-6.9%
02 Nelarts/Oceanside	72.83	84.79	11.96	16.4%	3.4	2.2	-1.2	-35.8%	5.0%	3.0%	1.07	1.14	0.07	6.7%
03 Manzanita	75.08	87.39	12.31	16.4%	5.8	3.8	-1.9	-33.4%	10.5%	5.9%	1.37	1.33	-0.04	-2.6%
04 Lincoln City	79.83	92.43	12.60	15.8%	4.9	2.5	-2.4	-49.8%	9.8%	4.7%	1.60	1.76	0.17	10.5%
Total Deviated Route	74.01	86.13	12.12	16.4%	6.2	4.1	-2.1	-34.2%	9.5%	5.2%	1.12	1.08	-0.04	-3.8%
Intercity														
05 Portland	78.91	94.34	15.43	19.6%	3.3	1.7	-1.6	-49.1%	40.8%	16.5%	9.71	9.23	-0.49	-5.0%
60X Salem	85.18	99.82	14.65	17.2%	4.0	2.0	-2.0	-49.6%	12.5%	7.2%	2.65	3.57	0.92	34.7%
70X Grand Ronde	80.57	96.16	15.58	19.3%	2.7	1.6	-1.1	-41.5%	4.1%	2.7%	1.24	1.67	0.43	35.1%
Total Intercity	81.56	96.77	15.22	18.7%	3.4	1.8	-1.6	-47.8%	21.5%	9.8%	5.14	5.30	0.16	3.1%
Other Services														
Trippers	66.47	78.14	11.67	17.6%	9.2	3.8	-5.4	-58.5%	8.9%	3.0%	0.65	0.81	-0.03	-5.2%
Special Bus Operation	67.90	76.97	9.07	13.4%	4.5	2.3	-2.2	-48.8%	7.1%	0.0%	1.08	0.00	-1.08	-100.0%
Total Other Services	67.74	77.05	9.31	13.7%	5.0	2.4	-2.6	-52.4%	7.3%	0.2%	0.99	0.06	-0.93	-93.8%
Total Other Services	75.45	88.26	12.81	17.0%	4.0	2.8	-1.2	-29.8%	27.4%	15.3%	5.13	4.76	-0.37	-7.1%

Comparison FY19/20 to FY 20/21	YTD Through Aug 2020		
	19/20	20/21	Percent Difference
Mileage	274,608	250,433	(24,175) -8.8%
Mileage Based Costs	128,846	127,335	(1,511) -1.2%
Hourly Based Costs	478,429	492,632	14,203 3.0%
Direct Costs	179,090	195,116	16,026 8.9%
Overhead Costs			
Total Costs	786,366	815,083	28,718 3.7%

Special Bus Operation Calculation Cost	
Cost per mile calculation:	
Actual	45.8%
Overhead	10%
Profit	10%
Hourly Rate	Actual Hourly Rate
Plus Direct Costs	Plus Direct Costs
Hourly Rate	Hourly Rate
Plus Overhead	Plus Overhead
Hourly Rate	Hourly Rate
Plus Profit	Plus Profit
	\$ 42.98
	\$ 3.3%
	\$ 44.40
	\$ 30.1%
	\$ 57.77
	\$ 10.0%
	\$ 63.55

nwCONNECTOR

Coordinating Committee **Zoom** Meeting

October 16, 2020
 Tillamook County Transportation District
 3600 3rd St
 Tillamook, OR
 1:00 pm—3:00 pm

Join Zoom Meeting:

<https://us02web.zoom.us/j/87505081238>

1 253 215 8782

Meeting ID: 875 0508 1238

Agenda

1:00— 1:05p	1. Introductions. Welcome to guests.	Doug Pilant
1:05— 1:15p	2. Consent Calendar (Action Items) <ul style="list-style-type: none"> ✚ September 25, 2020 Meeting Minutes (Attached) ✚ September 2020 Financial Report ✚ Ridership Tracking ✚ Calculating Average Passenger Miles Update 	Doug Pilant/All
1:15— 1:45a	3. NWOTA Standing Items <ul style="list-style-type: none"> ✚ IGA Distribution (Mary to coordinate) ✚ Website STF Grant Status (Mary + Hailey) ✚ Marketing: <ul style="list-style-type: none"> ▪ Status of Travel Studio Car-Free grant (Mary/Ken) ▪ NW Connector system map update (Mary/Hailey/Chris) ▪ Visitor Pass Map update (Hailey/Selena) ▪ Developing a NWConnector information card (Hailey/Selena) ▪ TCTD bus wrap (Doug) ▪ Pictures of bus stops without OXO logo (Doug) ✚ Website <ul style="list-style-type: none"> ▪ Alert Implementation (Jeff/Cynda) ▪ Add a bicycle page (Mary) ▪ OXO logos removed (Mary) ✚ NWOTA Policies <ul style="list-style-type: none"> ▪ Bicycle Policy update (Mary) 	Doug Pilant/All
1:45— 2:30p	4. STIF—Discretionary for some NW Transit Access Project Bus Stops Update <ul style="list-style-type: none"> ✚ Potential Stops Cost Estimates ✚ Stops to include in Application (Action Item) ✚ Preliminary Draft of Application Narratives 	Ken Shonkwiler Doug Pilant/All Mary McArthur

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2:30— 2:50p	5. COVID-19 Transit/NW Connector Updates <ul style="list-style-type: none"> ✦ Sanitizer System Purchase Update ✦ Partner Updates 	All
2:50— 3:00p	6. Other Business and Member Updates	All

Attachments:

- September 25, 2020 Meeting Minutes
- September 25, 2020 To Do List

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 503.397-3099 at least 48 hours prior to the meeting.

Oregon Transit Alliance (NWOTA)
Coordinating Committee Meeting Minutes (via Zoom)
September 25, 2020
Tillamook County Transportation District
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting. Doug introduced Hailey Fields who is TCTD's new Administration Manager. She will be assisting NWOTA with social meeting and marketing. Meeting attendees included:
 - Jeff Hazen—Sunset Empire Transportation District
 - Doug Pilant/Hailey Fields—Tillamook County Transportation District
 - Cynda Bruce—Benton County
 - Ken Shonkwiler—ODOT
 - Ayreann Colombo, Mary McArthur—Col-Pac EDD

Announcements: Not going to be having the annual Oregon Transit Conference this year. Doug was awarded one of the top three outstanding Transit Managers of the Year. Nominated by NWOTA. Congratulations. Mary was nominated and awarded Local Transit Coordinator.

2. Consent Calendar: Unanimously approved. (CB/JH)
 - ✦ August 14, 2020 Meeting Minutes—No changes
 - ✦ August Financial Report—Only changes were quarter partner dues received..
 - ✦ Ridership Performance Report—NW Connector was on target to increase ridership by over 10% prior to COVID.
 - ✦ Calculating Average Passenger Miles Progress—Doug will work with Brad on calculating passenger miles.
3. NWOTA Standing Items:
 - ✦ IGA—Doug will get TCTD's signed copy to Mary. Mary will follow up with Columbia County.
 - ✦ Website Alert System Implementation—Working fine for SETD, TCTD. Was utilized during the highway closures due to the wildfires. Cynda will get trained and start using it. Jeff will help her to started. Important to remove outdated alerts.
 - ✦ Trip Planner—Leave the interactive map as is, geared to the most common usage of the website.
 - ✦ Marketing/Travel Tourism Studio/Transportation Committee—NWConnector system map in the shelters needs to be updated. Still shows the combined SETD/CCR combined route along Hwy 30. Hailey has Adobe skills to do the update. Will add update date on the map going forward. Partners will look for any other needed updates. Doug will show his new bus wrap at the next meeting and pictures of bus stops without OXO logo. Mary will go through the entire website to ensure no OXO logos remain on the site.

Next meeting Tourism Studio meeting is Monday afternoon, add Hailey to the group. There has been some conversation around exploring the option of starting up a Columbia River Gorge-type Express service at some point. The Tourism Transportation Committee will be re-energizing after the first of the year. Still have a couple of draft projects that can be worked on early next year. Will check to see if there is still grant funding for the planned Car-Free Travel promotion.

- ✦ Visitor Passes—Partners reviewed the most recent draft of the visitor pass prepared by Selena Barlow. Updates to the map needed include:

- Adding Lincoln County's blue line to the Newport to Albany route
- Making the route from Manzanita to Cannon Beach solid red
- Adding Greyhound bus stations
- Adding Facebook icon
- Replacing the "Plan our trip with Google Maps" with the NWConnector Trip Planner as the transit icon link
- Include NWConnector 800 number

Mary will check with Selena to see if there is still budget to make the updates. She will also connect Hailey with Selena, as some of the update may be able to be done in-house. Partners will verify that no other updates to the map are needed.

The general discussion on the system map resulted in the partners agreeing that the visitor pass map was preferred to the system map currently in use for the bus shelters. Mary will talk to Chris at Trillium about coordinating so that there is only one map being used. Cynda suggested and the partners concurred that the front of the Visitor Pass would make an excellent [NWConnector Information card](#). General information about the NWConnector policies could be listed on the back of the card. This could be another way to extend NWConnector marketing and branding.

✚ NWOTA Policies

All policies pertinent to riders will be added to the NWConnector website under "More" information, other than the Bicycles policy which will be on a separate Bicycle page if it can be done.

- Bicycles Policy—Current policy needs to be updated with wording stating that riders are responsible for properly securing their bicycles on the NWConnector bike racks, and that they need to ask the bus driver if they are unclear about how to do so. Jeff will update the video demonstrating how to secure bicycles to the bus bike racks. Mary will work with Chris to get a bike icon/tab onto the NWConnector website.
- Holidays Policy—Cynda will work on not having New Years Day service so that all the NWConnector buses will only not operate on three holidays: Memorial Day, Independence Day and Labor Day. Once that is implemented, Mary will update the policy, and that information can be added to the back of the new [NWConnector Information card](#).
- Transporting Animals Policy—The link to the policy on the NWConnector web page will be added to the Back of the new [NWConnector Information card](#).
- Use of CONNECTOR Branding Graphics—Mary will update for the October meeting.
- Participation in the NW Oregon Transit Alliance—Mary will update language to NWConnector, but no other specific changes were suggested.

- ✚ NWOTA Partner Opportunities—Doug has been having conversation with Ride Connection on their Westlink between Banks, Forest Grove, Cornelius, and Hillsboro. TCTD also recently completed their ridership survey and one of the highest requested service expansion was for a third round trip into Portland, which connects with Westlink's transit services in Banks and North Plains. This service could also potentially benefit Columbia County Rider's service between Banks and Vernonia. Partners at the meeting all agreed that including Ride Connections on the website appears to be a positive, subject to the other partners agreement, and whether it can be done technically. Doug will continue to explore the possibility with Westlink, although it is not clear whether they would need to be a full NWOTA partner. October meeting agenda item.

4. STIF Discretionary Funding for Some NW Transit Access Project Bus Stops

Ken led a discussion on how the STIF grant would work NWOTA wanted ODOT to do the work. ODOT can't award funding themselves, only to transit agencies. Would need an IGA for ODOT to manage the project and contractor with NWOTA maintaining fiscal control of the grant and paying the invoices. Given how complicated it could get, it might be better to look at smaller, less complicated stops and manage the stops in-house. Jeff—Will still want to do Ensign stop. NWConnector could hire a project manager. Go out for bid. This group would be part of the management team, including Ken for those stops on the State highway system. TCTD Pacific City stop is on the county system. Lincoln County looking at a Hwy 34 stop. Only 5 weeks to submit the application, so time is of the essence. Will need to have project cost estimates from Ken, including cost to finish design and construction. Mary will check with Brad and John to see if they want to be part of the project, and which stops. Add a project management contingency of 15%. In the application, each stop will be a separate project. NWOTA will need to prioritize. Both SETD and Benton stops are upgrading existing stops. Each partner needs to write up their own project component. TCTD as fiscal agent will submit. Doug will send the link to the application to Mary. Ken will help Mary. Each agency will be responsible for their 20% match.

5. COVID Transit/NWConnector Updates

✦ Sanitizer System. Money has been appropriated, but the contract has not be finalized. ODOT has been short-staffed. At a minimum, NWOTA could go out for bid, but not award a contract. Doug will talk to TCTD's attorney. Contract should arrive in the next couple of weeks.

6. Partner Updates

✦ SETD—Jeff noted that six years ago he was hired, and thanked all the partners for their support. Board member Kevin Widener passed away, and the Board appointed his replacement. A homeless woman has been living in SETD shelters and it has been difficult to get her services, as the property landowner is the entity responsible for seeking help. 77 employees tested positive at Pacific Seafood in Warrenton. Have closed schools. Scott Clancy, a long time transit figure, lost his house in the Talent fire. SETD has repurposed some of 5311 COVID funding to purchase video equipment to produce training videos to learn how to ride the bus and navigate the district system. Will share the videos with NWConnector partners and eventually statewide.

✦ Lincoln County—Pacific Seafood in Newport also had a big outbreak a couple of months ago. Resulted in issues county-wide. Most recently, Lincoln County Transportation has helped with wildfire evacuations. Had to do this without any prior training or experience. Started getting calls from assisted living centers, all staff helped out. Have been taking notes on what has transpired and will be setting up MOUs with assisted living centers in the event another evacuation is needed. When buses got in gridlock, received police escorts through the traffic so they could continue evacuations. 8 buses going over 12 hours a day moving evacuees. Went really well, very proud of staff and how they stepped up to help out.

✦ Tillamook—Good news on both of his sons promotions. Since the last board meeting, had some significant damage to the Transit Center and a couple of incidents with unruly riders that subsequently had to be arrested. Testing the new Port of Tillamook Bay route, Portland service priority in the recent surveys, collective bargaining agreement has been approved, which will result in a savings to the District. Doing fare policy analysis, will have alternatives to review next month. Significant number of trips between Tillamook/Wheeler/Nehalem/Manzanita and Cannon Beach. Also, now stopping in Arch Cape.

- ✦ NOW—Debra Smith resigned.
- ✦ Col-Pac—Over next 45 days will be significant amount of funding available to small businesses affected by the pandemic in Clatsop and Tillamook counties. Important to get the word out.

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

DRAFT

Tillamook County Transportation District
Financial Statement
08 - Northwest Oregon Transit Allia
From 9/1/2020 Through 9/30/2020

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	2.5%
Resources						
Working Capital	0.00	0.00	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	0.00	0.00	10,500.00	42,000.00	(31,500.00)	25.00%
Transfer From General Fund	0.00	0.00	0.00	12,000.00	(12,000.00)	0.00%
Transfer from STIF Fund	0.00	0.00	0.00	64,000.00	(64,000.00)	0.00%
Total Resources	0.00	0.00	10,500.00	198,000.00	(187,500.00)	5.30%
Expenses						
Materials and Services						
Professional Services	0.00	437.50	0.00	5,250.00	5,250.00	0.00%
Administrative Support	0.00	2,083.33	0.00	25,000.00	25,000.00	0.00%
Website Maintenance	0.00	625.00	0.00	7,500.00	7,500.00	0.00%
Marketing	0.00	2,916.67	0.00	35,000.00	35,000.00	0.00%
Website Re-Design	0.00	6,250.00	6,500.00	75,000.00	68,500.00	8.66%
Transit Access Project	2,487.83	0.00	2,487.83	0.00	(2,487.83)	0.00%
Travel & Training	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Total Materials and Services	2,487.83	12,729.17	8,987.83	152,750.00	143,762.17	5.88%
Transfers						
Transfer to General Fund	0.00	0.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	42,250.00	42,250.00	0.00%
Total Transfers	0.00	0.00	0.00	45,250.00	45,250.00	0.00%
Total Expenses	2,487.83	12,729.17	8,987.83	198,000.00	189,012.17	4.54%

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MEMORANDUM

To: Doug Pilant, Tillamook County Transportation District

From: Cristina Barone and Oren Eshel, Nelson\Nygaard

Date: October 15, 2020

Subject: Fare Analysis Project Update

The Tillamook County Transportation District (TCTD) fare analysis provides a comprehensive review of the current fare structure and policies. TCTD is interested in making changes to fare and/or service policies coordinated with its launch of the Ecolane Deviated Fixed-Route module, planned for early 2021.

The fare analysis includes a review of:

- Existing fare policies
- Relevant fare-related best practices
- Potential impact to ridership and revenue of modeled fare scenarios
- Fare and policy recommendations

Fare scenario analysis is currently in progress. Fare recommendations will incorporate results from reviewing national best practices, evaluation of fare scenarios, and refining concepts with agency staff.

Project Goals

Specific goals and objectives for the fare study are summarized as follows:

- Simplify and streamline fare structure
- Coordination and seamless integration with other providers
- Increase ridership while balancing fare revenue
- Establish performance metrics, including average subsidy per trip and farebox recovery
- Evaluate alternatives to in-county multi-zone fare structure
- Explore new fare media, including mobile and electronic ticketing
- Educate operators, board, and public on fares and fare policies

Stakeholder Focus Groups

Two focus group meetings (10 people) were held on September 15 and 16, 2020 to obtain input from TCTD stakeholders on topics related to the fare study, including the zone structure, fare media, and discounts. The discussion included general feedback on TCTD's existing services and opportunities for the District. Focus group participants included members representing the following agencies:

- Tillamook County Community Action Resource Enterprises
- Tides of Change
- Tillamook County Veterans Services

FARE ANALYSIS PROJECT UPDATE
Tillamook County Transportation District

- Oregon Health Authority VISTA
- Rinehart Clinic
- Marie Mills Center
- Northwest Senior and Disability Services
- ODOT Public Transportation Division
- Columbia Pacific Coordinated Care Organization
- Lincoln County Transit

Highlights from the focus groups relevant to the fare analysis are provided in Figure 1.

Figure 1 Summary of Fare-Related Focus Group Comments

Category	Findings
Fare zones	<ul style="list-style-type: none"> ▪ Zones are arbitrary, cutoffs are challenging (people need multiple tokens) ▪ People would be delighted to pay a little more to be able to travel outside the existing zones ▪ A mileage-based fare seems confusing and could get expensive ▪ Simplicity should be the goal
Fare media / options	<ul style="list-style-type: none"> ▪ More passes are needed; look for options to fund more passes (PUD donation program) ▪ Would be concerned about eliminating tokens/passes (some people don't use internet/smartphones) ▪ Multiple options/flexibility to pay fare are beneficial (e.g., credit card, enable buying tickets/passes electronically, change machine at transit center)
Fare policies	<ul style="list-style-type: none"> ▪ Consider modifying accompanying child policies
Discount programs	<ul style="list-style-type: none"> ▪ Consider programs like the following: <ul style="list-style-type: none"> ○ "Honored Citizens" pass (including Medicare/Medicaid and disabled veterans). ○ Low-income; ability to apply for discounted access ○ Fare capping ○ Youth pass program (through school districts and charter schools) ○ Children under 5 or 6 years ride free
Pass programs	<ul style="list-style-type: none"> ▪ Expand employer pass programs (PUD, Cheese Factory, Smoker) where employers provide bus passes
Cross-county connections	<ul style="list-style-type: none"> ▪ Fare reciprocity would be beneficial (works with pass but not one-way fare) ▪ Easier to establish on agency-by-agency basis than all at once
Free fares	<ul style="list-style-type: none"> ▪ Strong interest/support
Technology	<ul style="list-style-type: none"> ▪ Support for mobile ticketing as a convenient option for most riders (as long as other options are maintained); people are doing this for sports and other events

Existing Conditions Assessment

This analysis reviews existing fare structure and policies for TCTD, as well as summarizes revenue trends, fare media usage, other regional fare policies and practices, and rider demographics to determine opportunities for modifications to fare policies and structure. Analysis findings are included in Appendix A. Select opportunities to improve the fare structure include the following:

- Discount policies and age thresholds can be simplified and made consistent across all routes
- Inconsistent zone boundaries across services may be confusing for riders
- Potential opportunity to better market visitor pass for passengers using transit along the coast
 - 3 and 7-Day Visitor passes have low usage compared to Route 5 ridership
- Offer more ways to purchase fare products, including online or mobile ticket options
- Consider intercounty and additional interagency pass options
- Consider potential for fare reciprocity among partner providers
- Some peer agencies offer additional pass and discount options
- Most local services at peer agencies are a flat fare
- Streamlining passenger information can make the fare structure more understandable for riders

Fare Scenario Evaluation

Consumption of transit, like other goods and services, reacts to cost. Significant research over time has examined the sensitivity of transit ridership to fare increases. In transit, the standard measurement of sensitivity to fare changes means that for every 10% increase in fares, ridership will decrease by 3% (and vice-versa).

Fare scenarios combine select concepts that can be compared against one another. These scenarios are preliminary and intended to test alternative approaches; options in some scenarios will be carried through to be part of the final recommendations while others may not. Seven initial scenarios for fare structure and pricing changes are proposed to evaluate potential impacts to TCTD ridership and revenue.

Fare scenarios are listed below and compared to project goals in Figure 2.

- **Scenario 1** – Focus on Simplicity: Implement Flat Fare
- **Scenario 2** – Focus on Simplicity: Implement Streamlined Zone Fare
- **Scenario 3** – Focus on Increasing Ridership
- **Scenario 4** – Achieve Farebox Recovery Thresholds
- **Scenario 5** – Focus on Regional Fare Integration
- **Scenario 6** – Implement Low-Income Fare Program
- **Scenario 7** – Implement Mileage-Based Dial-a-Ride Fare

Next Steps

Next steps for the project include the following:

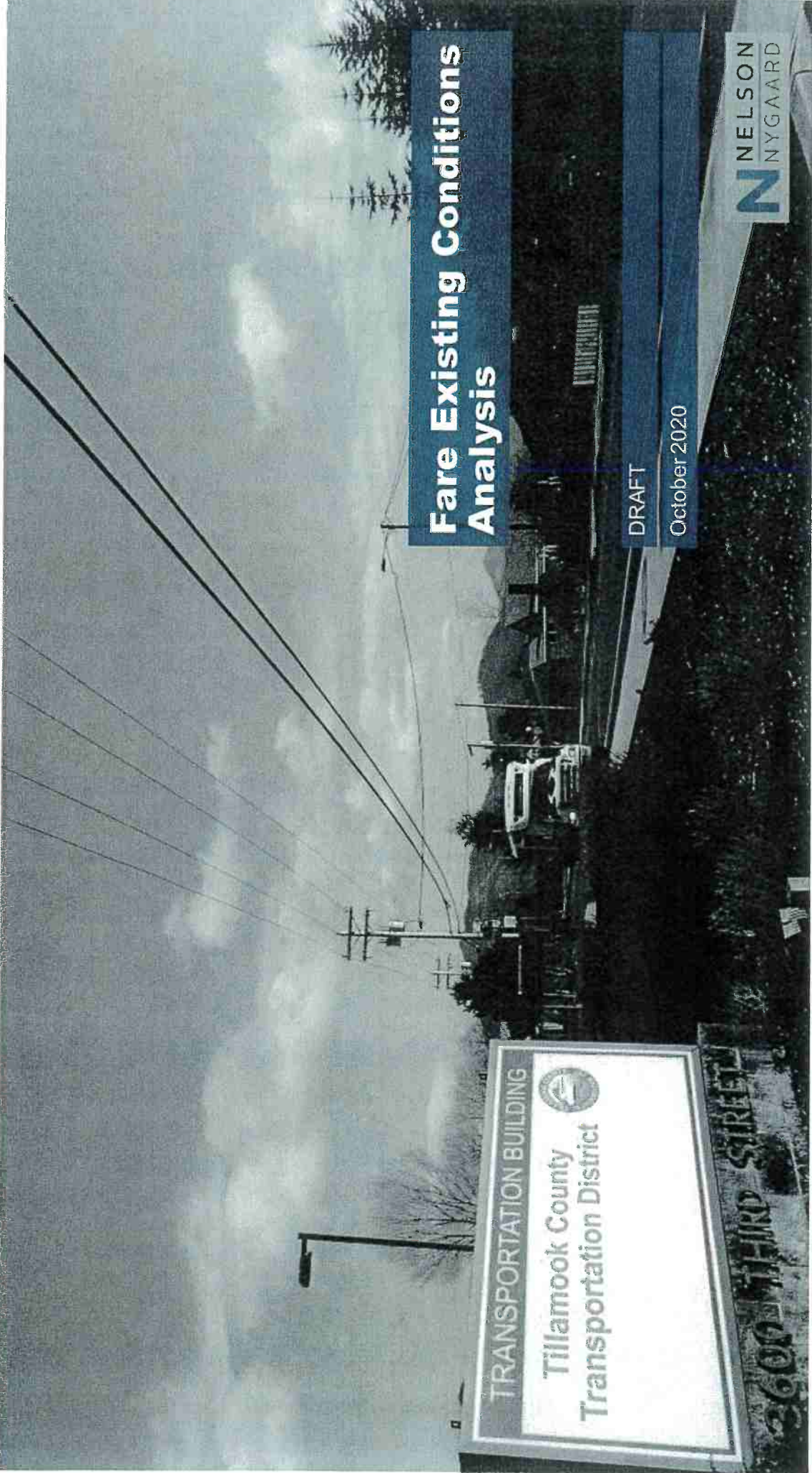
- Analyze fare scenarios
- Develop fare structure and policy proposal recommendations
- Provide TCTD Board briefing and conduct public outreach
- Finalize fare structure and policy proposal

Figure 2 Proposed Fare Scenarios for Evaluation

Proposed Fare Scenarios		Project Goals				
		Simplify and streamline fare structure	Coordination/seamless integration with other providers	Increase ridership while balancing fare revenue	Establish performance metrics, including average subsidy per trip and farebox recovery	Evaluate alternatives to in-county zone fare
1	Focus on Simplicity: Implement Flat Fare <ul style="list-style-type: none"> Emphasize simplicity by implementing a flat fare across service types Align discount policies 	✓		✓		✓
2	Focus on Simplicity: Implement Streamlined Zone Fare <ul style="list-style-type: none"> Maintain zone fares but simplify where possible Align discount policies 	✓		✓		
3	Focus on Increasing Ridership <ul style="list-style-type: none"> Modify fare structure to increase ridership 			✓		
4	Achieve Farebox Recovery Thresholds <ul style="list-style-type: none"> Modify fare structure to increase farebox recovery and achieve 15%, 20%, and 25% thresholds 				✓	
5	Focus on Regional Fare Integration <ul style="list-style-type: none"> Align TCTD fares with pricing and discount practices at other NW Connector agencies, to the extent feasible 	✓	✓	✓		✓
6	Implement Low-Income Fare Program <ul style="list-style-type: none"> Implement low-income fare program 			✓		
7	Implement Mileage-Based Dial-a-Ride Fare <ul style="list-style-type: none"> Implement Dial-a-Ride fare option based on trip distance 			✓		✓

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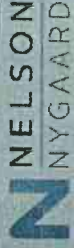
Appendix A Existing Conditions Findings



Fare Existing Conditions Analysis

DRAFT

October 2020



CONTENTS

1. Project Overview

2. Existing Fare Structure

3. Regional Peer Fare Review

4. Dial-A-Ride Data Analysis

5. Ridership and Fare Revenue

6. Key Findings and Next Steps

TRANSPORTATION BUILDING



Tillamook County
Transportation District

3600 WARD STREET



PROJECT OVERVIEW



PROJECT OVERVIEW

- Nelson\Nygaard assisting TCTD to evaluate fare policies and options to better align with riders' needs.
 - Existing Conditions
 - Fare Policy
 - Ecolane 2019 Analysis
 - Public and Stakeholder and Outreach
 - Develop Fare Model and Scenarios
 - Fare Policy Recommendations



FARE STUDY GOALS



Simplify and streamline fare structure



Coordination and seamless integration with other providers



Increase ridership while balancing fare revenue



Establish performance metrics, including average subsidy per trip and farebox recovery



Evaluate alternatives to in-county multi-zone fare structure



Explore new fare media, including mobile and electronic ticketing



Educate operators, board, and public on fares and fare policies

EXISTING FARE STRUCTURE

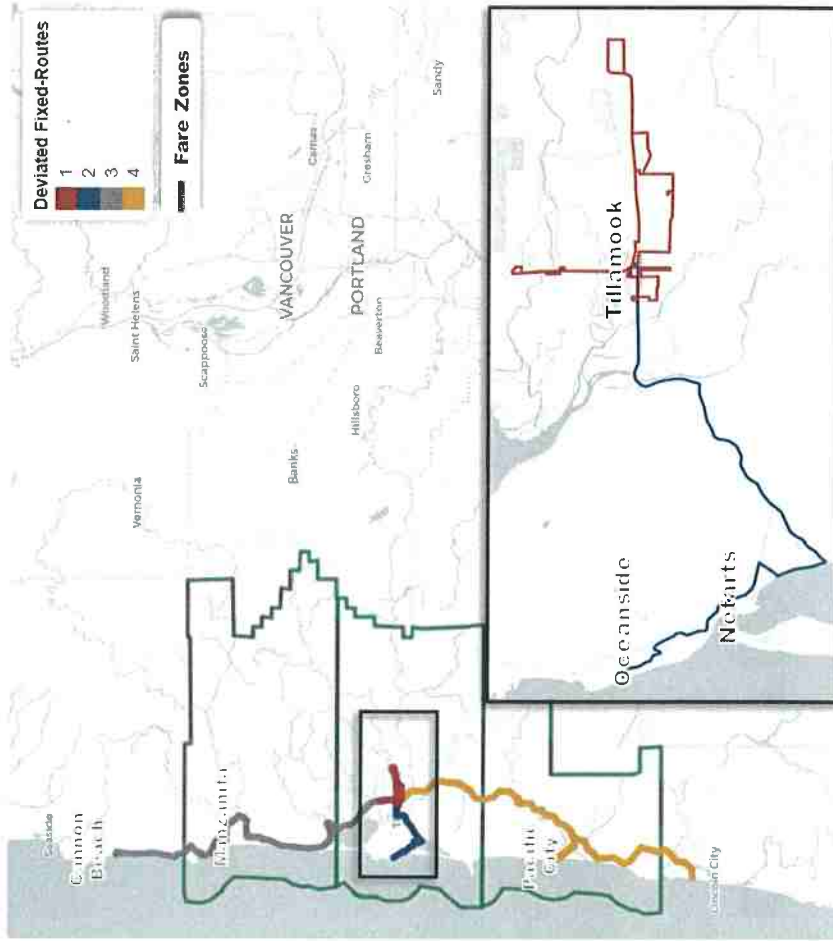
FARE ANALYSIS BASED ON EXISTING SERVICE TYPE

- Deviated fixed-route service
 - Routes 1, 2, 3, and 4
- Intercity Routes
 - Route 5, 60X, and 70X
- Dial-a-Ride
 - Central County
 - North County (Limited)
 - South County (Limited)



EXISTING SERVICES

Deviated fixed-routes



- Allow deviations or added stops within distance or timeframe
- Deviations must be available to general public
 - **Route 1**
Tillamook Town Loop
 - **Route 2**
Tillamook - Oceanside - Netarts
 - **Route 3**
Tillamook - Manzanita - Cannon Beach
 - **Route 4**
Tillamook - Lincoln City

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DEVIATED FIXED-ROUTE FARE STRUCTURE

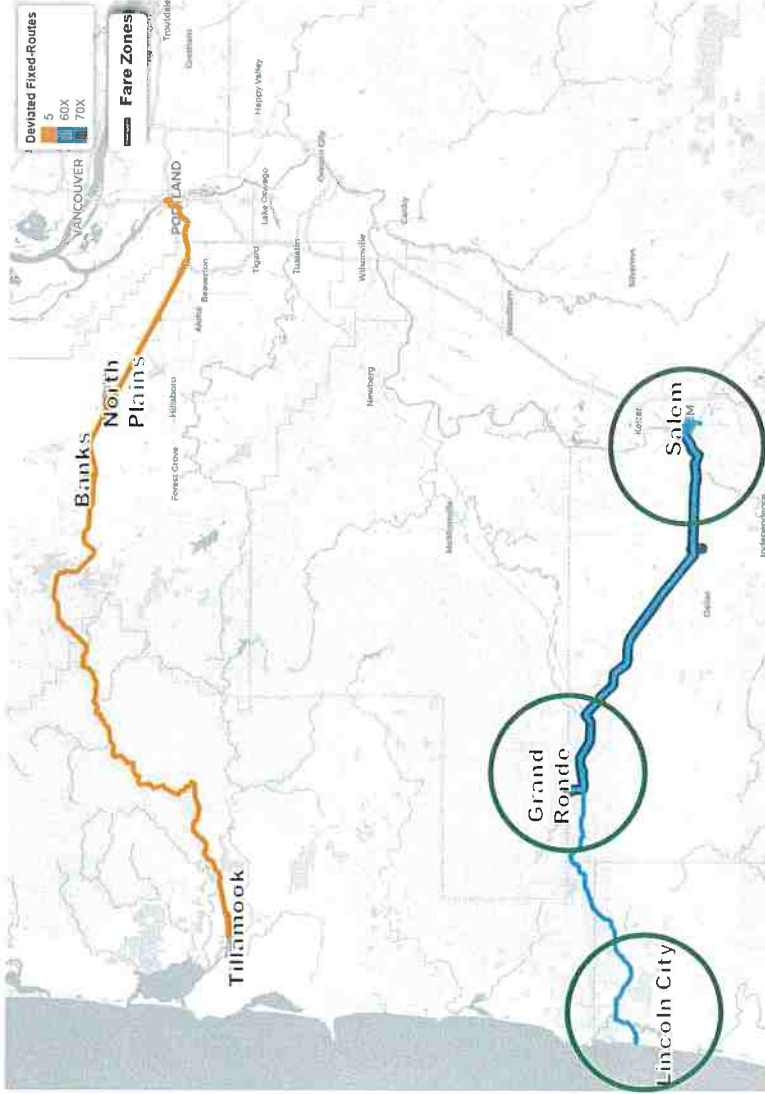
	Full Fare	Reduced Fare
Cash – Trip within one zone	\$1.50	\$0.75
Cash – Trip across two zones	\$3	\$1.50
Cash – Trip across three zones	\$4.50	\$2.25
Tillamook Town Loop Daily Pass	\$1.50	\$0.75
Monthly Pass	\$40	\$30
3-Day Visitor Pass	\$25	N/A
7-Day Visitor Pass	\$30	N/A

- **Routes 1 and 2** operate in one zone (Central County)
- Zone-based structure only applies to **Routes 3 and 4**
- Tillamook Town Loop Daily Pass allows unlimited daily use of **Route 1**
- Monthly pass allows unlimited in-county bus service (**Routes 1, 2, 3 and 4**)
- Visitor day pass - Unlimited travel for 3 or 7 days in Clatsop, Tillamook and Lincoln Counties (NW Connector System **coast routes**)
- Reduced fares applies to Seniors (60+), students and disabled
- **Pacific City Shuttle** (June 6 - Sept 7 only) provides **free** transportation to and from destinations throughout Pacific City

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EXISTING SERVICES

Intercity routes



- Fixed route with limited stops generally 1+ miles apart
 - **Route 5**
Coastliner Tillamook - Portland
 - **Route 60X**
Lincoln City - Salem
 - **Route 70X**
Salem - Grand Ronde

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INTERCITY FARE STRUCTURE

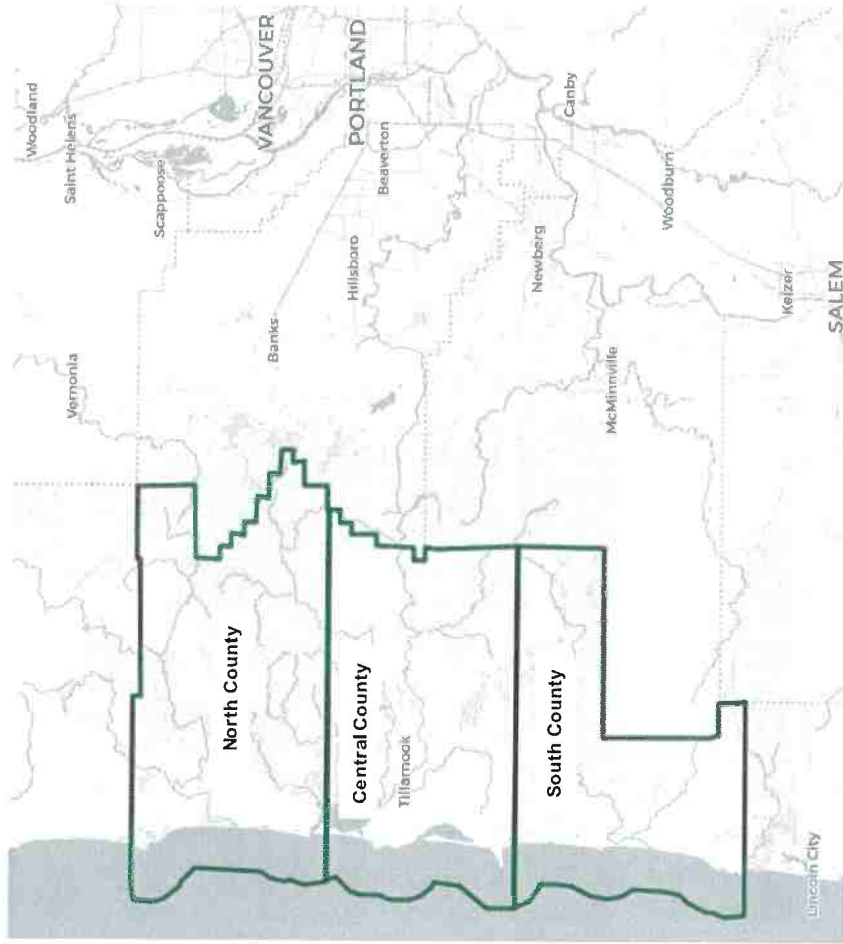
	Full Fare	Reduced Fare
Cash – Trip within one zone	\$1.50	\$0.75
Cash – Trip across two zones	\$3	\$1.50
Cash – Trip across three zones	\$6	\$3
PDX one-way	\$15	\$7.50
PDX round-trip	\$20	\$10
3-Day Visitor Pass	\$25	N/A
7-Day Visitor Pass	\$30	N/A

- Zones based on three main cities/areas along Lincoln City-Salem corridor. Fare structure applies to **Routes 60X and 70X only**
- Visitor day pass – Allows one round trip to the coast from Portland or Salem on **Routes 5 or 60X**
- Additional subsidized fares include:
 - Ride Connection subsidizes trips between Banks/North Plains and Portland on **Route 5**
 - Grande Ronde Tribe subsidizes trips on **Routes 60X and 70X**
 - Siletz Tribe subsidizes on **Route 60X**
 - NWOTA

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EXISTING SERVICES

Dial-a-Ride



- Curb-to-curb transportation
- Reserved and scheduled in advance
- Subscription or on-demand
 - **Zone 1: Central County**
Hobsonville Point (S. of Garibaldi) to Sand Lake Road (N. of Hemlock)
 - **Zone 2: North County**
Clatsop County Line to Hobsonville Point (S. of Garibaldi)
 - **Zone 3: South County**
Sand Lake Road to Lincoln County Line

DIAL-A-RIDE FARE STRUCTURE

	Full Fare	Reduced Fare
Cash one zone	\$4	\$2
Cash multi-zone	\$12.50	N/A
Helping Hands/ NW Rides	As contracted	N/A
Transfer to Deviated Fixed-Routes	\$0	N/A
10-trip Punch Pass Card	\$40	\$20

- Helping Hands reimburses TCTD for shuttle trips between the transit center in Tillamook and the Helping Hands facility at the Port of Tillamook Bay
- NW Rides provide non-emergency medical transportation (NEMT) brokerage for the Columbia Pacific CCO (CPCCO). TCTD arranges transportation rides to CPCCO members traveling to and from their Oregon Health Authority (OHA) covered medical appointments
- Helping hands and NW Rides trips are free for eligible passengers, however trips are contracted/reimbursed to cover TCTD costs

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PASS MULTIPLIERS AND DISCOUNTS

Deviated Fixed-Routes

	Full Fare	Reduced Fare
Base Fare	\$1.50	\$0.75
Monthly Pass	\$40	\$30
	Multiplier 26.7	Multiplier 40.0
3-Day Visitor Pass	\$25 - \$20 = \$5	N/A
	Multiplier 3.3	N/A
7-Day Visitor Pass	\$30 - \$20 = \$10	N/A
	Multiplier 6.7	N/A

Intercity Routes (Route 5)

	Full Fare	Reduced Fare
Base PDX one-way	\$15	\$7.50
PDX round trip	\$20	\$10
	Discount 33%	Discount 33%

- Monthly multipliers showed are calculated using one zone trips as base fare
- Visitor pass multipliers assume that the deviated fixed-route fare share is the difference between the cost of the pass and Route 5 \$20 round trip fare
 - Because visitor passes are valid for trips across two or three counties, the multipliers can be even lower than the figures in the table

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DISCOUNT POLICIES

Varies across service types

- Child (0-5 years)*
 - First child free
 - Additional Child ½ fare
 - All routes
 - Inconsistency in combined brochure (routes 1-5) indicates 0-4 years
- Children (5-11 years)* ½ fare
 - Routes 1, 2, 3, 4 and 5
- Youth (6-18 years) ½ fare
 - Intercity routes (60X and 70X)
- Seniors (60+) and people with disabilities receive half fare on Routes 60X/70X and Dial-a-Ride service
- Seniors, students, and people with disabilities receive \$10 off monthly pass cost

* When traveling with a full fare adult

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PASS DISTRIBUTION

Limited selling locations

- Monthly passes can be purchased directly on the buses or at the TCTD dispatch office located at 3600 3rd Street in Tillamook
- Visitor passes only available on buses with cash



Your Ticket
TO THE
Oregon Coast!

7-Day Pass... ONLY \$30

The NW Connector runs daily round trip buses from Portland, Salem and Corvallis. Affordable three and seven day passes with unlimited free transfers up and down the scenic coast from Astoria to Yacharts.

Plan your trip at:
www.nwconnector.net
(Oh yeah... did we mention they're equipped with bike racks?)

NORTH ^{by} NORTHWEST



CONNECTOR
get on it!

PASSENGER MATERIALS

Overall opportunity to reduce confusion

- Some routes have a standalone brochure, others only available in a combined one
 - Can be confusing for passengers to understand applicable fares to each route
- Boundaries for all routes are not clearly defined, which can lead to passenger confusion
- Streamlining fare structure can lead to easier communication and material design

ROUTES 60X 70X

Route	Lincoln City	Grand Ronde	Seaside
60X	1.00	1.00	1.00
70X	1.00	1.00	1.00

ROUTE 1

Tillamook Town Loop

ROUTE 1 - 5

ERICH'S January 7, 2016

rider info:

- Arrive at bus stops at least 5 minutes before your departure time.
- When loading a bus during the route, choose a seat that is closest to the front of the bus.
- When you are ready to get off the bus, please stand up and hold onto the handrails.
- Please do not drink or eat on the bus.
- Please do not use your cell phone while driving.
- Please do not use your laptop while driving.
- Please do not use your tablet while driving.
- Please do not use your smartphone while driving.
- Please do not use your smartwatch while driving.
- Please do not use your fitness tracker while driving.
- Please do not use your smart glasses while driving.
- Please do not use your smartwatch while driving.
- Please do not use your fitness tracker while driving.
- Please do not use your smart glasses while driving.

rider info:

- Arrive at bus stops at least 5 minutes before your departure time.
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- Please do not use your laptop while driving.
- Please do not use your tablet while driving.
- Please do not use your smartphone while driving.
- Please do not use your smartwatch while driving.
- Please do not use your fitness tracker while driving.
- Please do not use your smart glasses while driving.

PASSENGER MATERIALS

Example: children and youth discounts

- Opportunity to improve consistency in children bracket discounts across materials
- By having individual brochures, it can be easier for passengers when discounts apply (child, additional child, youth, etc.)
- Simplifying and making consistent discounts across services can avoid passenger confusion

Route 1 FARES

Town Loop Day Pass \$1.50
All Day Unlimited Use

Child Fares

First Child (0-5)	Free
Additional Child (0-5)	1/2 Fare
Children (5-11)	1/2 Fare

Route 1 - 5

In-County Fares: (per Zone/one way).....**\$1.50**

Zone 1: Hobsonville Point (S. of Garibaldi) to Sand Lake Road (N. of Hemlock)
Zone 2: Clatsop County Line to Hobsonville Point (S. of Garibaldi)
Zone 3: Sand Lake Rd to Lincoln County Line

Fares

Zone Cannon Beach
(Starts at Clatsop County Line)

Zone Lincoln City
(Starts at Lincoln County Line)

Tillamook Town Loop:
All Day Unlimited Use.....**\$1.50**

Tillamook/Portland:
One Way.....**\$15.00**
Round trip.....**\$20.00**

Child Fares:
0-4 years old with paying adult.....Free

First Child.....**1/2 Fare**
Additional Children.....**1/2 Fare**

5-11 years old.....**1/2 Fare**
In-County Bus Service.....**1/2 Fare**
Portland/Tillamook.....**1/2 Fare**
(When traveling with a full fare adult)

Route 60X/70X

60X + 70X BUS FARES

1 zone \$1.50
2 zones \$3.00
3 zones \$6.00
Drivers accept cash only for exact fare.

Reduced Fares

First Child (0-5)	Free
Additional Child (0-5)/ Youth (6-18)/ Senior (60+)	1/2 Fare
Persons with disabilities	1/2 Fare

60X - ride free with Grand Ronde or Silver Tribal ID
70X - ride free with Grand Ronde Tribe ID only

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REGIONAL PEER FARE REVIEW

FARE STRUCTURE

NW CONNECTOR Partner Agencies

Agency	Local Fare	Intercity Fare	Observations
Benton Area Transit	Flat Rate \$0.75 \$0.35 Reduced	Zone-based \$1.00 to \$10.00 \$7.00 Reduced	<ul style="list-style-type: none"> Operate one local and one intercity route <ul style="list-style-type: none"> Coast to Valley Express operated in partnership with Lincoln County Transit Local route is within county limits Intercity route (Albany-Newport) divided into four fare zones Reduced fare only applicable to highest fare tier
Columbia County Rider	N/A	Zone-based \$2.00 or \$3.00 \$1.00 or 2.00 Reduced	<ul style="list-style-type: none"> Four routes, all priced the same Zones are determined by county boundaries
Lincoln County Transit	Flat Rate \$1.00	Zone-based \$1.00 to \$10.00	<ul style="list-style-type: none"> Two local route loops, four intercity routes <ul style="list-style-type: none"> Coast to Valley Express operated in partnership with Benton Area Transit Zone based intercity fares similar to TCTD
Sunset Empire Transportation District	Flat Rate \$1.00	Zone-based \$5.00 to \$15.00 (out-of-county)	<ul style="list-style-type: none"> Serves Clatsop County (Seaside, Astoria) and US 30 to Columbia County & Portland (\$15 Portland fare comparable to TCTD Rt 5) Recently transitioned from a zone-based fare structure to the current flat rate

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PASSES AND DISCOUNTS

NW CONNECTOR Partner Agencies

Agency	Local Passes	Intercity Passes	Discount Policy
Benton Area Transit	Monthly pass (\$18)	<ul style="list-style-type: none"> 20-Ride Commuter Pass (\$160) This service is included in NW Connector Visitor Pass* 	<ul style="list-style-type: none"> Inconsistent discount policy on local vs intercity service <ul style="list-style-type: none"> 99 Express: Seniors (65+), people with disabilities, Medicare/Oregon Trail Card Holders, free for seniors 75 Coast to Valley Express: Seniors (60+), youth (under 12) and people with disabilities
Columbia County Rider	N/A	<ul style="list-style-type: none"> Monthly pass (\$120) This service is included in NW Connector Visitor Pass* 	<ul style="list-style-type: none"> Discounted fares for seniors, people with disabilities, students, veterans and low-income. Specific age limits not provided in passenger materials.
Lincoln County Transit	40-ride bulk tickets (\$30)	No reduced fare	<ul style="list-style-type: none"> Children 5 and under travel free
Sunset Empire Transportation District	<ul style="list-style-type: none"> Day (\$3) Monthly pass (\$30) Reduced Monthly Pass (\$20) 	<ul style="list-style-type: none"> This service is included in NW Connector Visitor Pass* 	<ul style="list-style-type: none"> Discounted fares and passes apply to seniors (60+), college students, people with disabilities, military and low-income households Students in grades K-12 ride free

* NW Connector Visitor Passes are \$25 for 3 days and \$30 for 7 days

REGIONAL PEER FARE REVIEW KEY FINDINGS

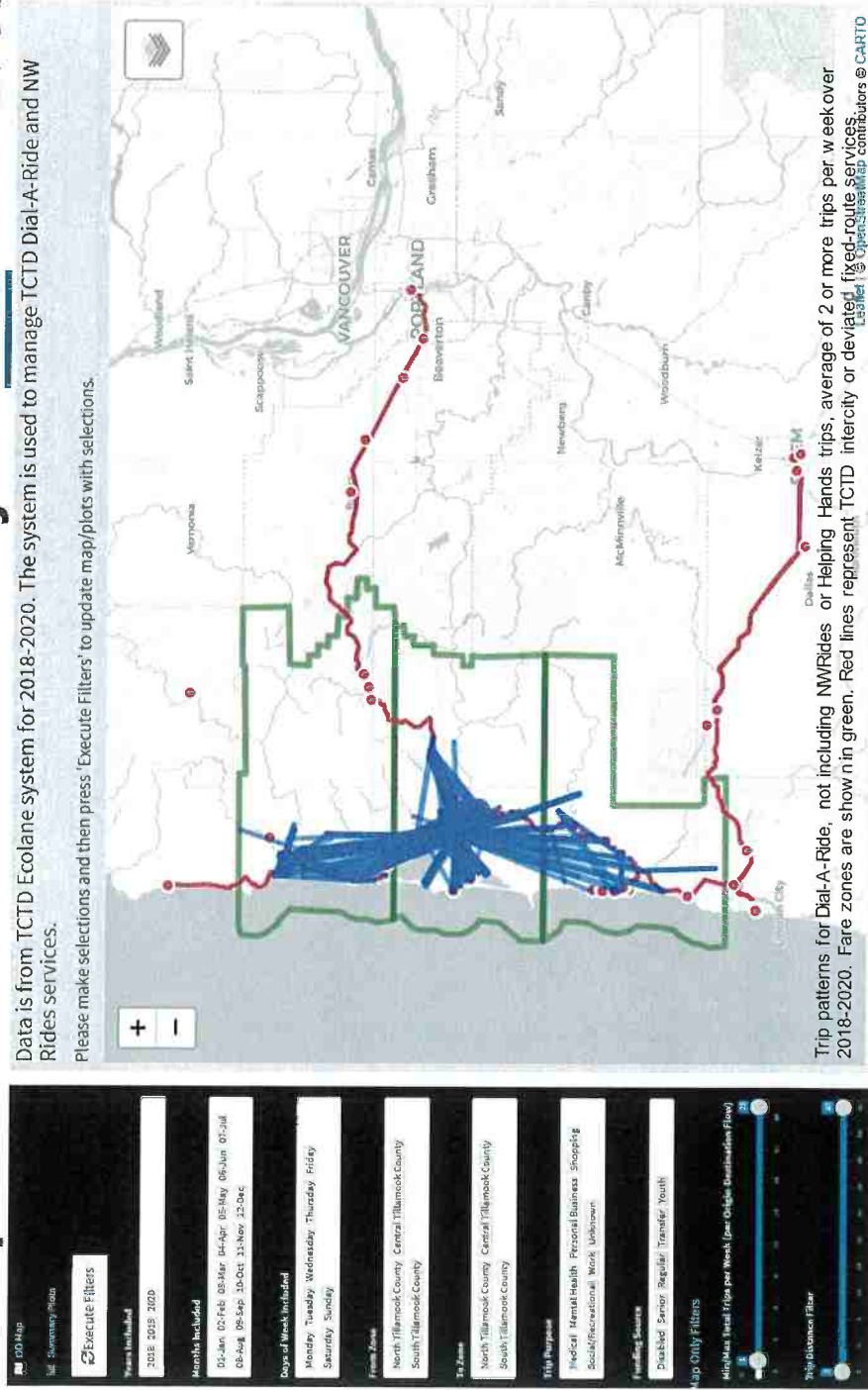
- Most intercity service is zone-based, and most local services are flat fare
- Discount policies are generally consistent across all services provided by each agency
 - Benton Area Transit is an exception
- Sunset Empire and Columbia County Rider offer discounts to low-income riders
- Benton Area Transit offers free service to seniors 75+
- Intercity routes in Benton Area Transit and Columbia County Rider offer monthly passes and bulk tickets to reduce passenger per trip cost
- TCTD could explore the implementation of:
 - A flat fare for local services (Routes 1-4)
 - A monthly pass for intercity routes
 - A discount for low-income passengers

DIAL-A-RIDE (ECOLANE) TRIP DATA ANALYSIS

ECOLANE DATA DASHBOARD

Updated Ecolane Data Analysis Tool with 2019 and 2020 data

- Data will be used to model fare scenarios for Dial-A-Ride



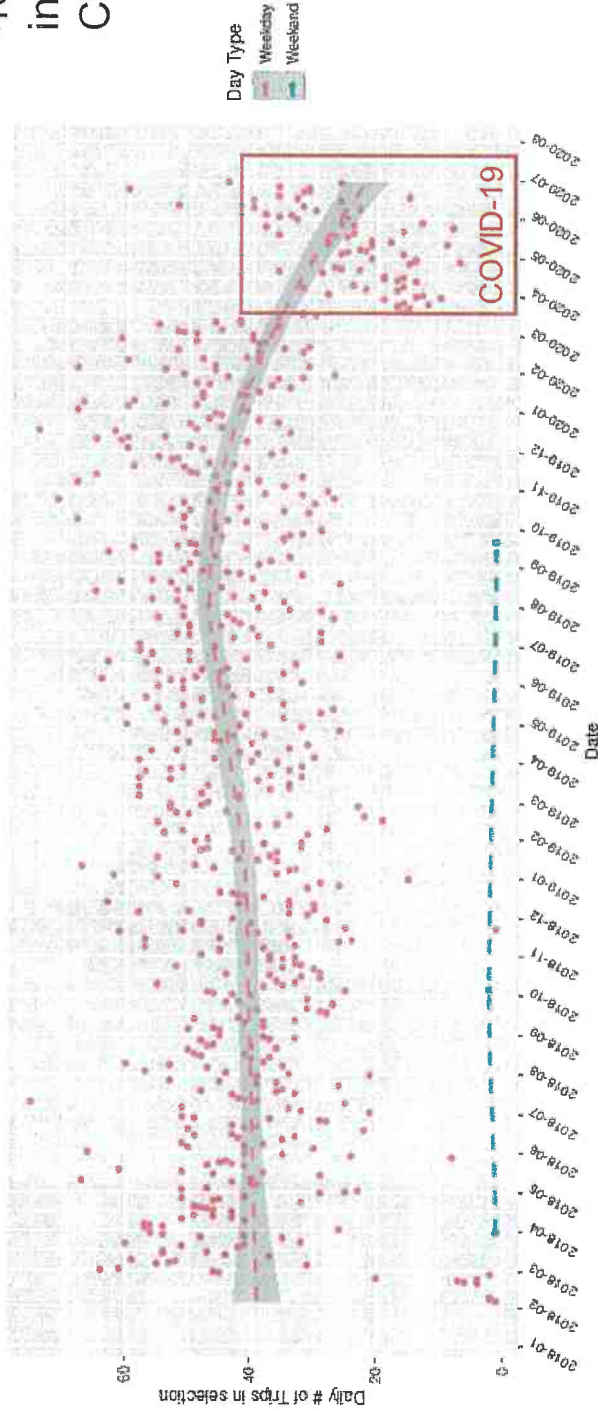
62

DIAL-A-RIDE

Daily Trips, 2018-2020

Daily # of Trips In Selection

- 40+ trips per day, increasing trend pre-COVID-19

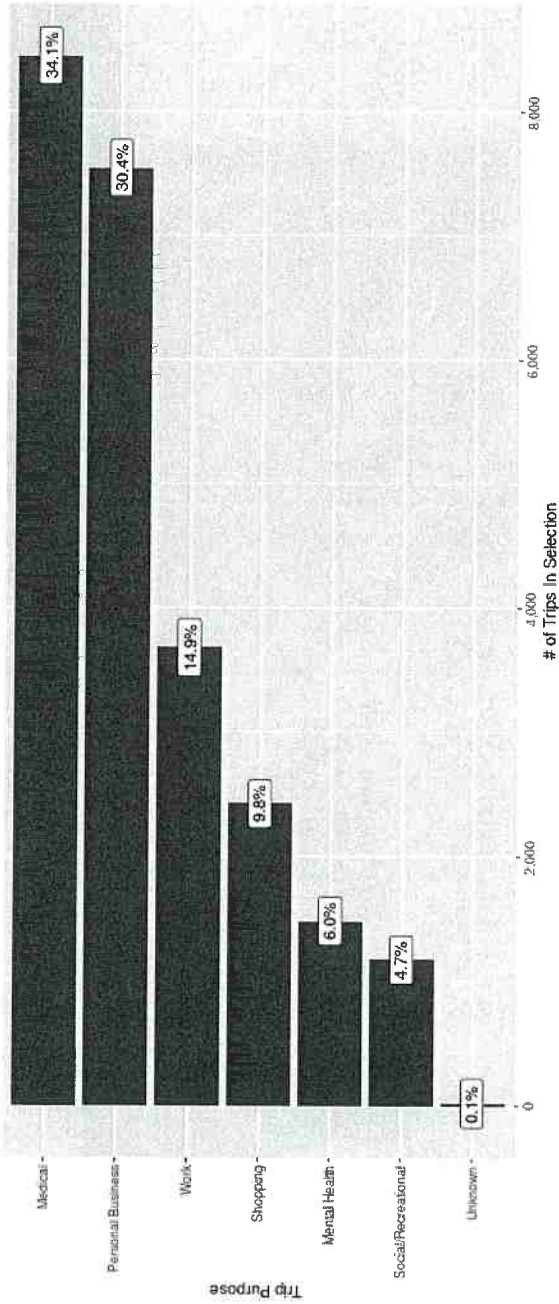


Data for Dial-A-Ride, not including NWRides or Helping Hands, 2018-2020.

DIAL-A-RIDE

Daily Trips, 2018-2020

Distribution of Trips by Trip Purpose (in selection)



- Over a third of trips are for medical purposes

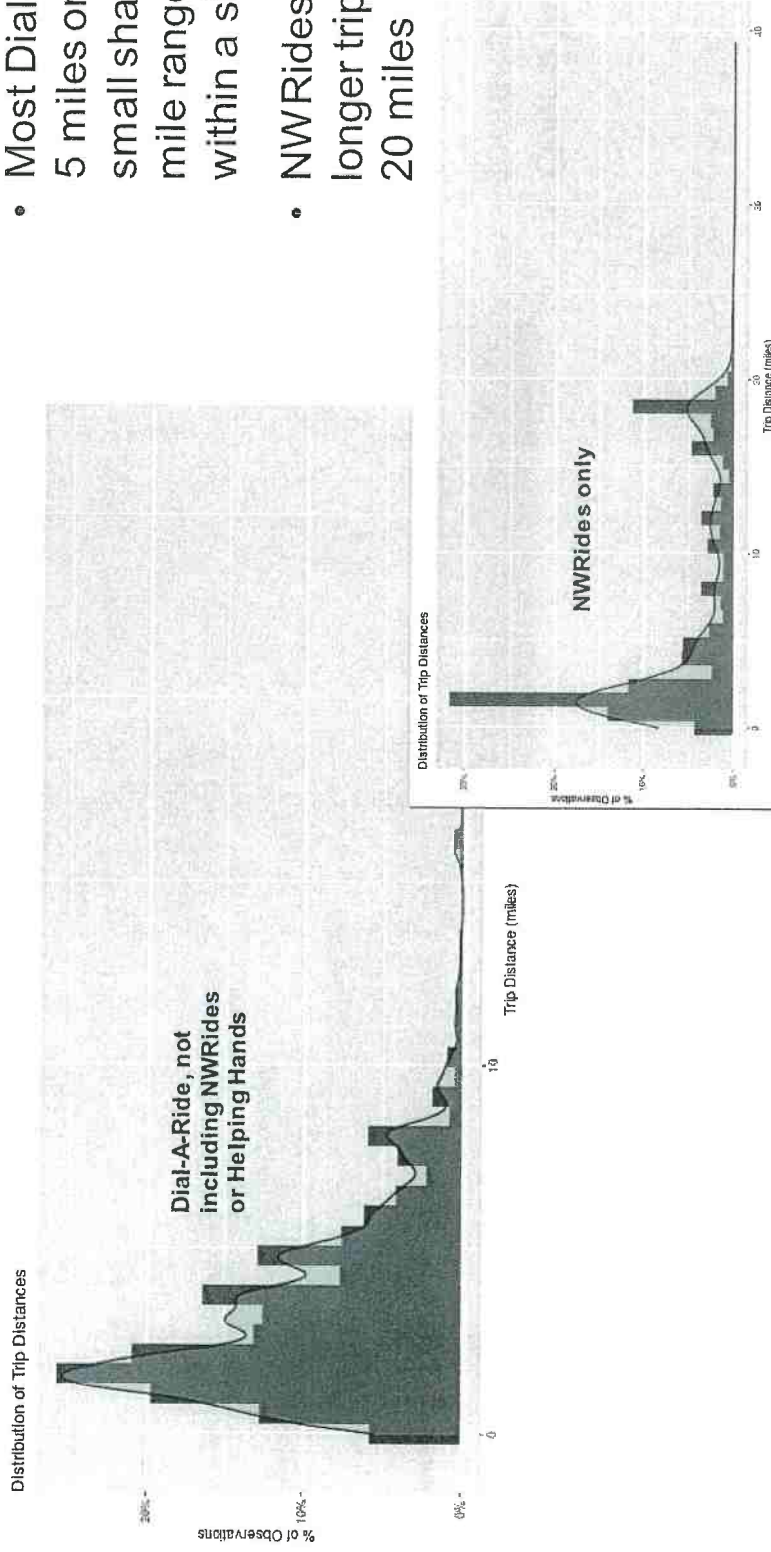
Data for Dial-A-Ride, not including NWRides or Helping Hands, 2018-2020.

64

DIAL-A-RIDE

Trips Distances, 2018-2020

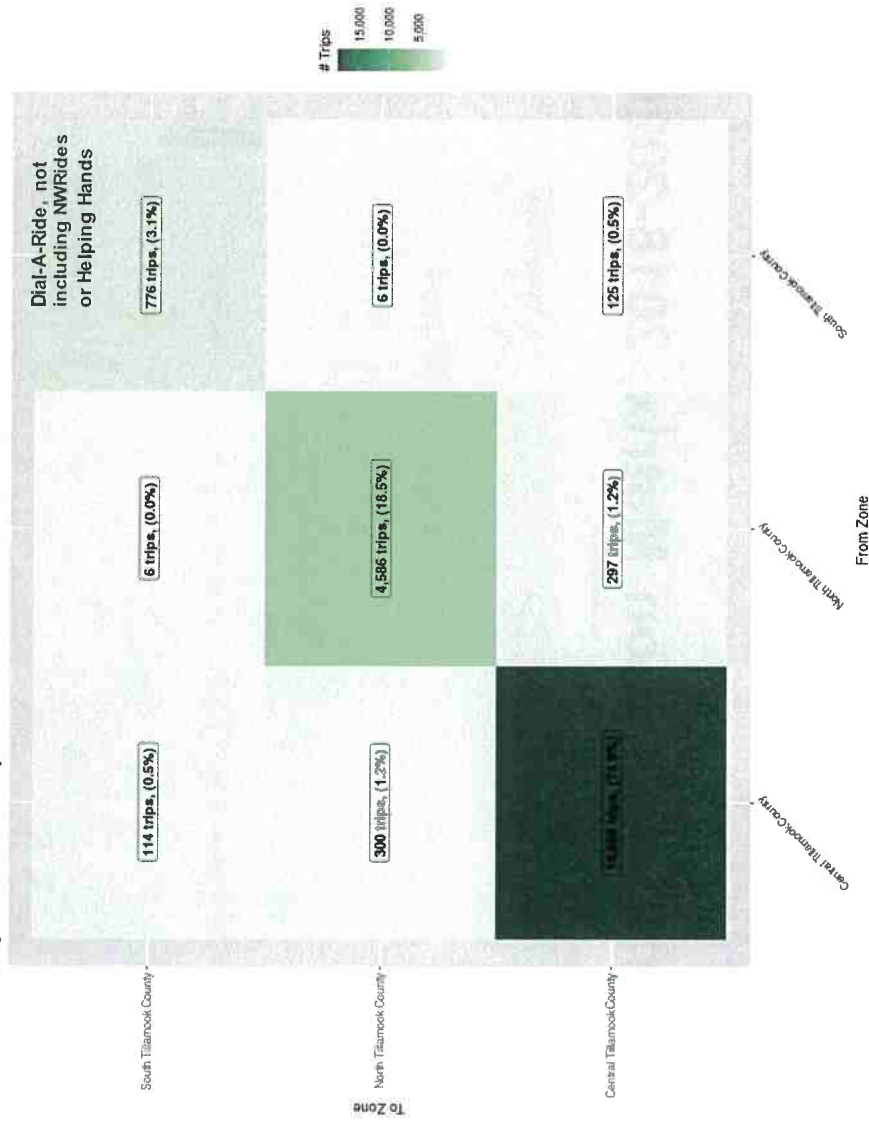
- Most Dial-A-Ride trips are 5 miles or less, with a small share in the 5-10 mile range (nearly all within a single fare zone)
- NWRides serves much longer trips, including 10-20 miles



DIAL-A-RIDE

Origin-Destination Matrix, 2018-2020 – Not including NWRides

Origin-Destination Matrix by Zone



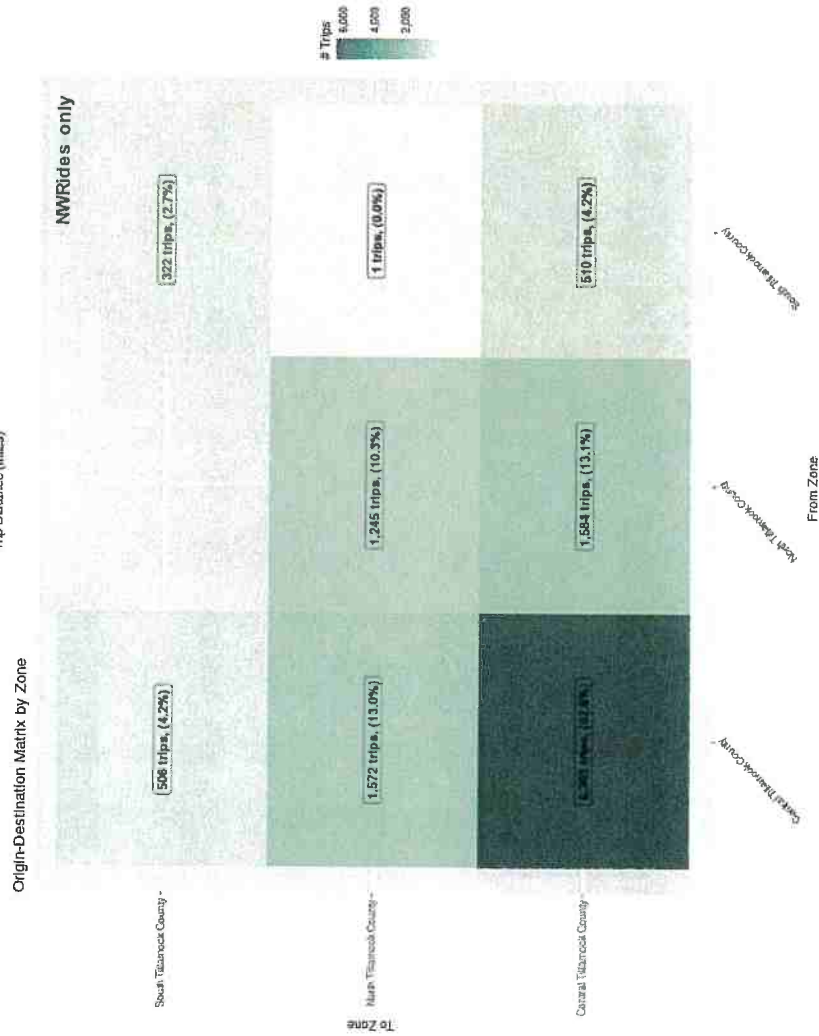
- 75% of trips are within central Tillamook County
- 19% are within North Tillamook County
- A small share of trips cross fare zones, mostly Central-North County (current service and fare structure are not designed to support countywide trips)

66

NWRIDES

Origin-Destination Matrix, 2018-2020 - NWRides

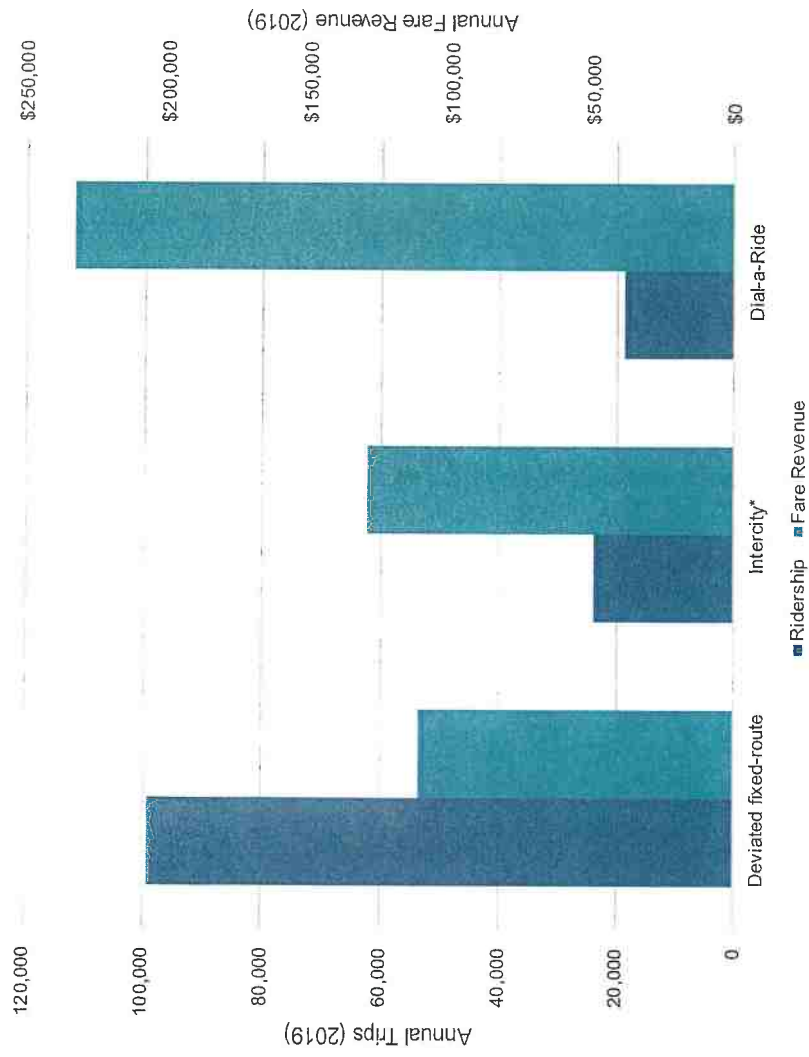
- NWRides trips indicate travel demand patterns across fare zones
 - > 50% of NWRides trips are within central Tillamook County
 - 10% are within North Tillamook County
 - > 25% are between North and South County
 - ~3% are within South County
 - >8% are between South County and North County



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RIDERSHIP AND FARE REVENUE

RIDERSHIP AND FARE REVENUE BY SERVICE TYPE



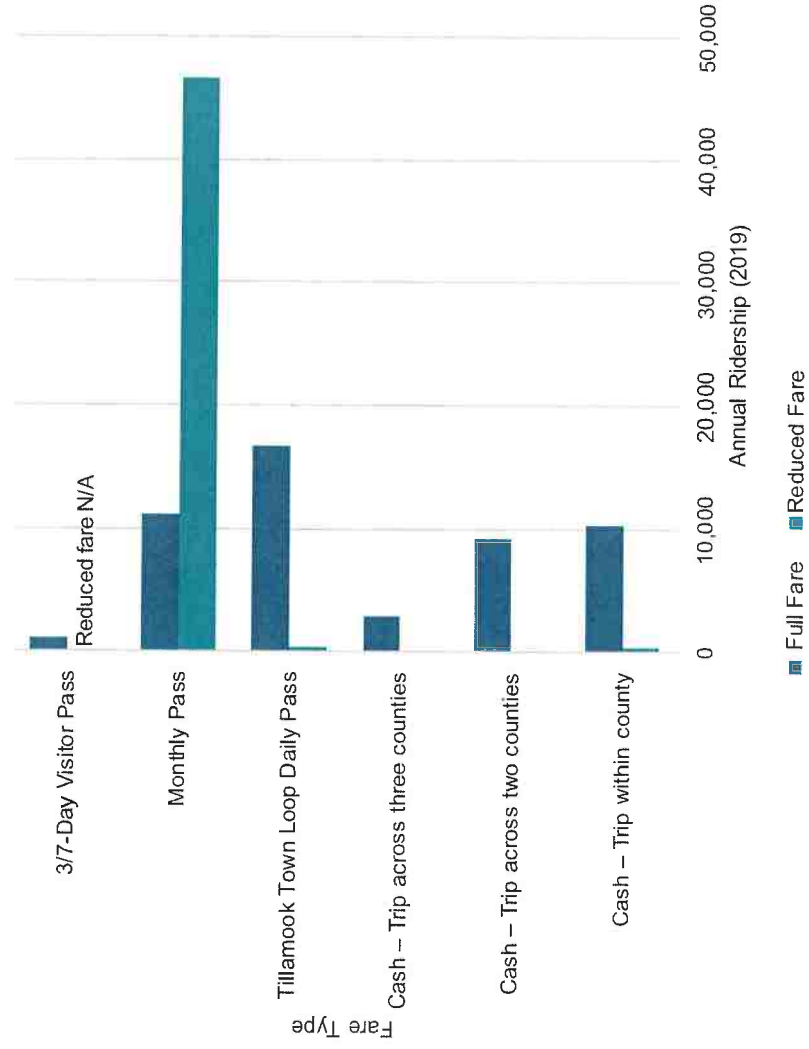
- 70% of total ridership and approximately 25% of fare revenue comes from deviated fixed-route services
- Despite accounting for only 13% of ridership, dial-a-ride has nearly 50% of fare revenue
- Intercity routes account for 17% and 27% of ridership and fare revenue respectively

*Deviated fixed routes and Dial a Ride corresponds to calendar year 2019
Intercity data corresponds to Fiscal Year 2019 (Jul 2019 – Jun 2020)

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RIDERSHIP BY FARE TYPE - DEVIATED FIXED ROUTES

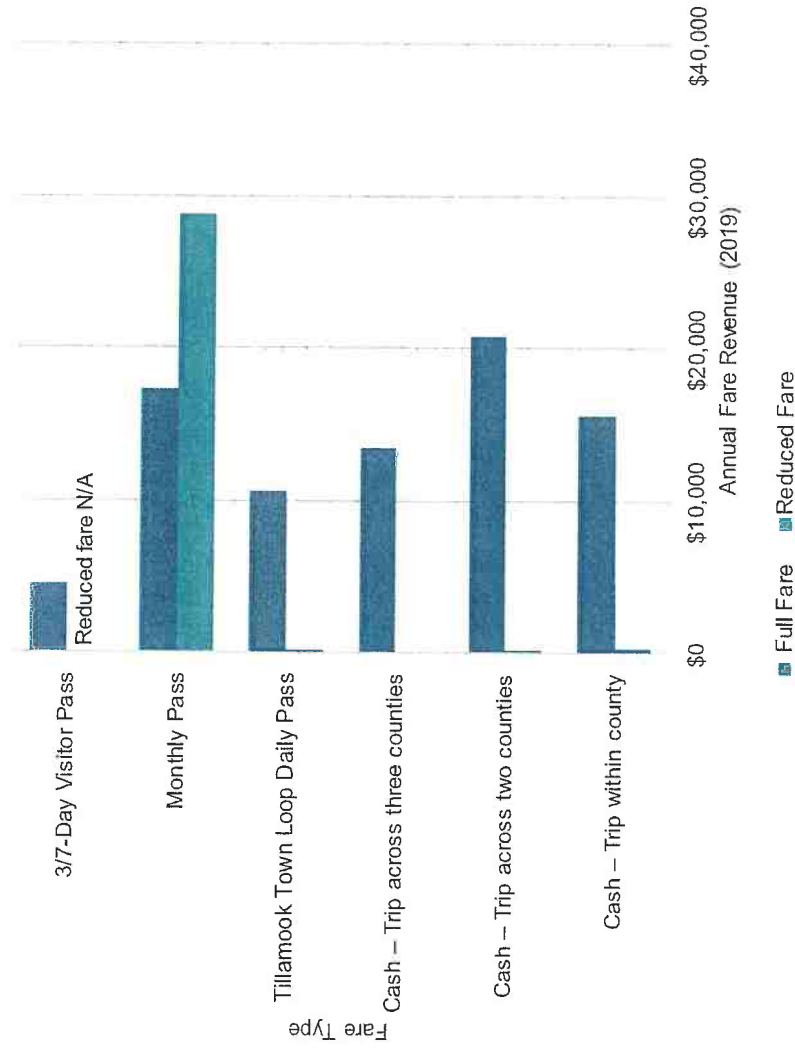
- Reduced monthly pass comprises nearly half of ridership
- Regular Tillamook Town Loop follows with 17% of ridership, and the regular monthly pass is next with 11%



70

FARE REVENUE BY FARE TYPE -- DEVIATED FIXED ROUTES

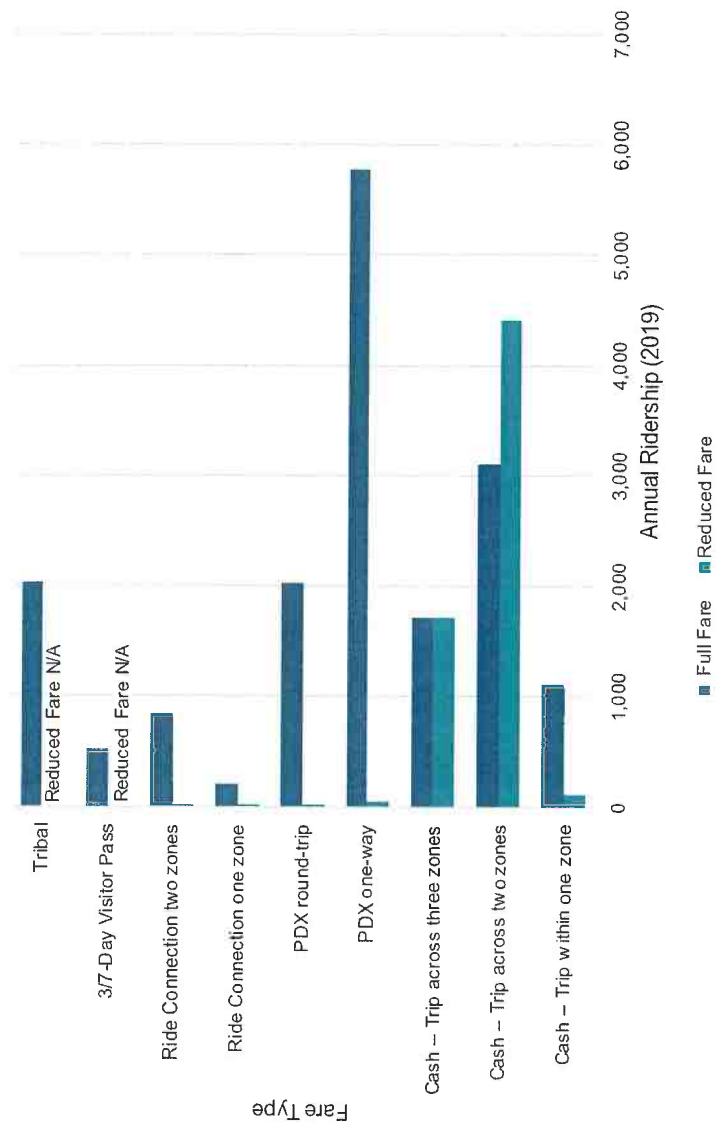
- About 75% of revenue comes from regular fares
- Regular inter-county fares account for approximately 30% of fare revenue



11

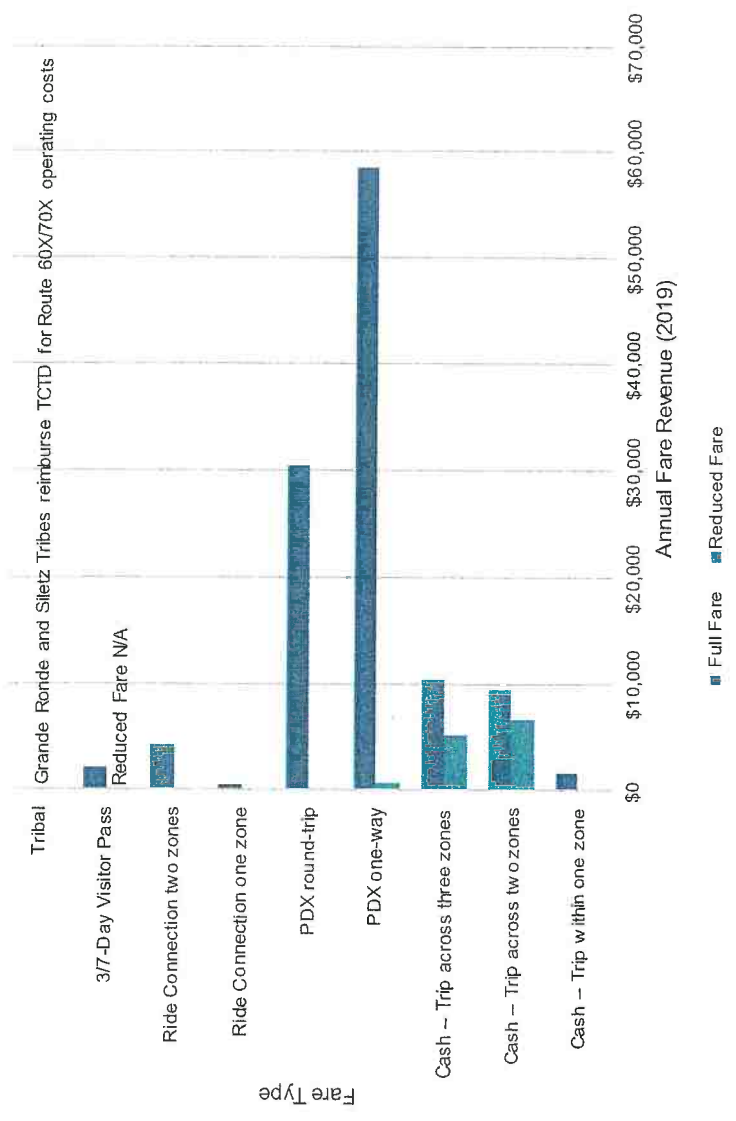
RIDERSHIP BY FARE TYPE – INTERCITY ROUTES

- Almost 25% of the total ridership concentrates in PDX one-way (Route 5)
- 75% of the total ridership is regular fare



27

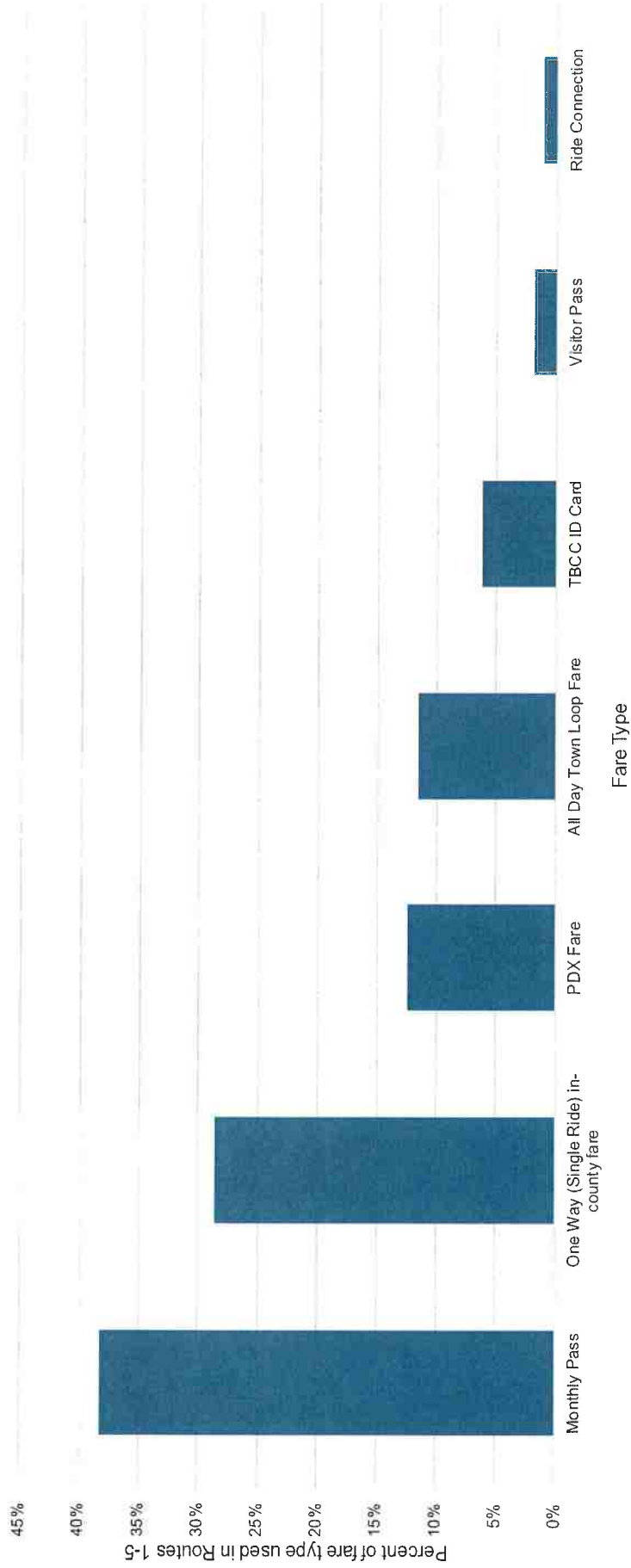
FARE REVENUE BY FARE TYPE – INTERCITY



- Almost 70% of the fare revenue comes from PDX one-way and round-trip (Route 5)
- Regular fares for trips across two and three zones follow with a combined 15% of total fare revenue
- Reduced fares for trips across two and three zones account for approximately 10%

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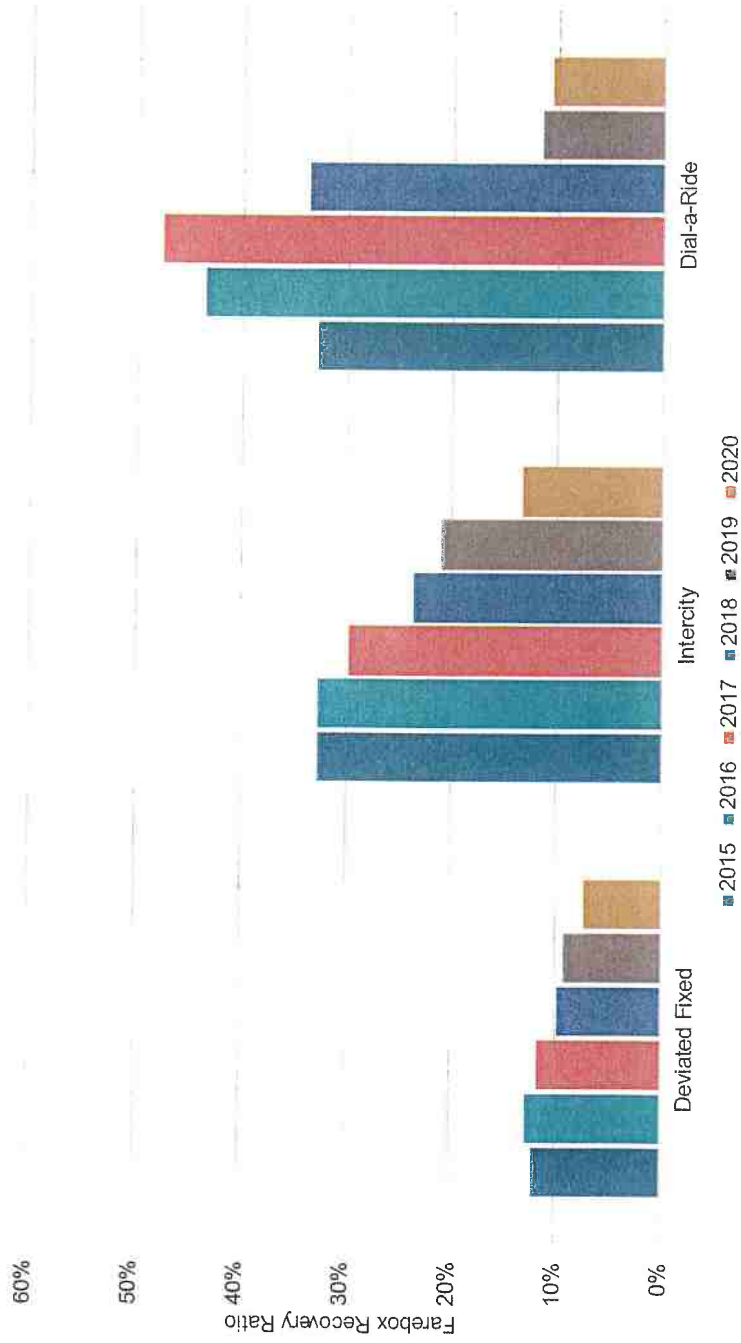
FARE TYPE USE



Source: 2014 On-board survey. Results include only Routes 1, 2, 3, 4 and 5

HL

FAREBOX RECOVERY RATIO



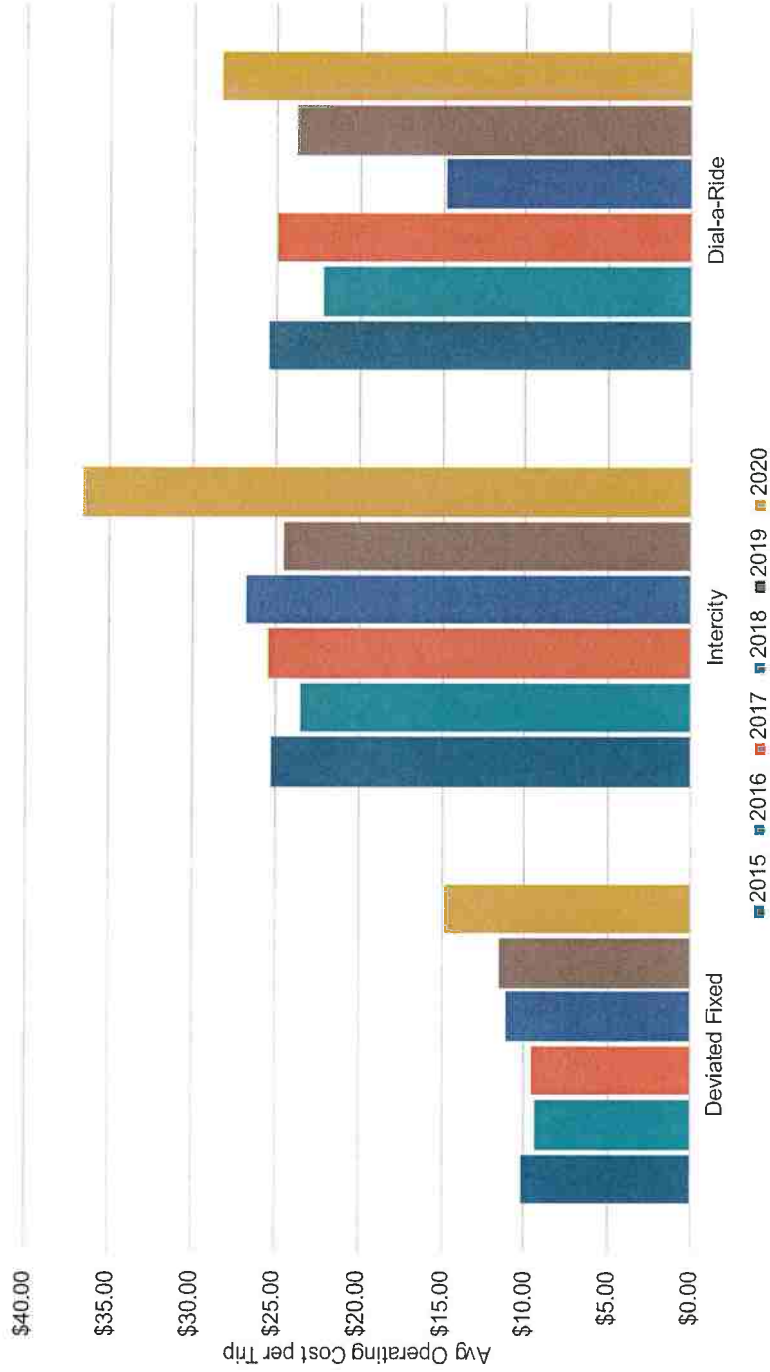
Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides revenues before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.

75

AVERAGE OPERATING COST PER TRIP



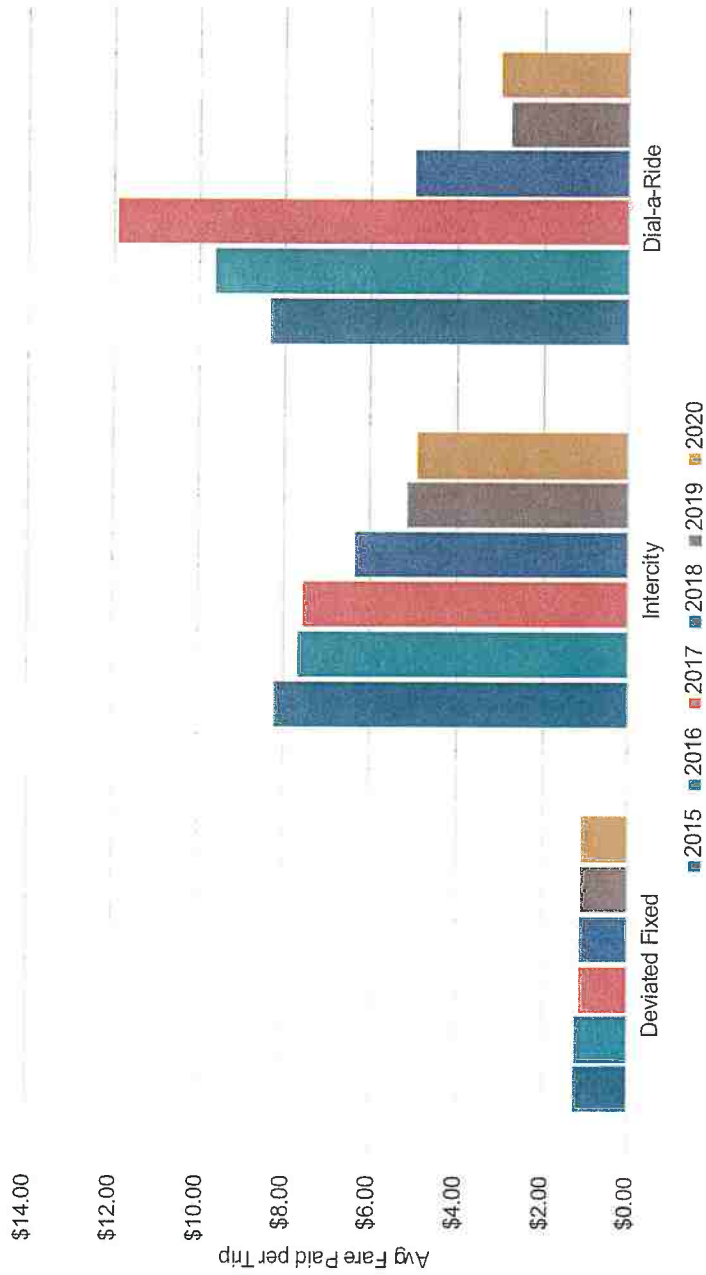
Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides revenues before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.

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AVERAGE FARE PAID PER TRIP



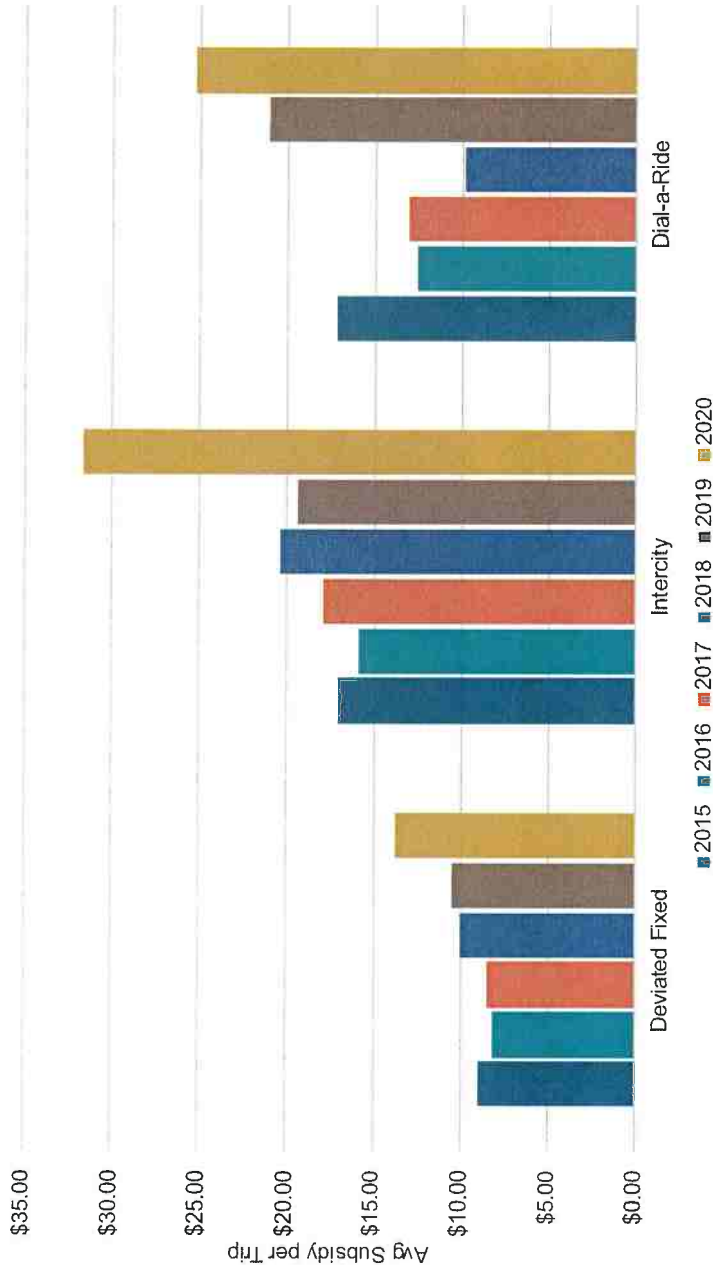
Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.

EL

AVERAGE SUBSIDY PER TRIP



Note: Dial-A-Ride data prior to 2019 reflects inability to fully separate NWRides revenues before Ecolane was implemented on Feb 27, 2018.

Years represent fiscal years (e.g., 2020 is July 2019 – June 2020).

Dial-A-Ride fares were increased in July 2019.

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KEY FINDINGS AND NEXT STEPS



OPPORTUNITIES TO STREAMLINE FARE POLICY

- Discount policies and age thresholds can be simplified and made consistent across all routes
- Inconsistent zone boundaries across services may be confusing for riders
- Potential opportunity to better market visitor pass for passengers using transit along the coast
 - 3 and 7-Day Visitor passes have low usage compared to Route 5 ridership
- Offer more ways to purchase fare products, including online or mobile ticket options
- Consider intercounty and additional interagency pass options
- Consider potential for fare reciprocity among partner providers
- Streamlining passenger information can provide a better understanding of the fares

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NEXT STEPS

- Analyze fare scenarios
- Develop fare structure and policy proposal recommendations
- Conduct Board briefing and public hearing
- Finalize fare structure and policy proposal





Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, September 17, 2020 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair James Huffman called the meeting to order at 6:04pm
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors (all Directors attended by telephone)

Jim Huffman, Board Chair
Marty Holm, Vice Chair
Gary Hanenkrat, Treasurer
Jackie Edwards, Director
Melissa Carlson-Swanson, Director
Linda Adler, Secretary

TCTD Staff

Doug Pilant, General Manager (in person)
Brent Olson, Superintendent (in person)
Tabatha Welch, Finance Supervisor (in person)

Absent

Judy Riggs, Director
Cathy Bond, NW Rides Brokerage Manager/Board Clerk

Guest

Arla Miller, ODOT Regional Transit Coordinator
Kathy Kleczek, NW Transportation Options
Chris Kell – Public at Large

4. Announcements and Changes to Agenda: None
5. Public & Guest Comments: Kathy Kleczek mentioned the Get There Oregon challenge Oct 5-18th encourages participation to earn points and prizes. Getthereoregon.com. Board Chair Huffman encouraged promotion of her program.
6. Executives Session: None

REPORTS

7. Financial Report: GM Doug Pilant reviewed the August 2020 financial reports. The District has completed 16% of the Fiscal Year. Director Holm requested information about the status of Mass Transit payroll tax and Director Adler asked about professional services being at 41%.
8. Service Measure Performance Report: GM Doug Pilant provided an overview of the operations performance measures. YTD Ridership overall has decreased -34.9% change over the previous year. The YTD passengers per hour are -29.0%; the cost per trip was +55.5% while the cost per hour was +12.1% and the fare box recovery was -43.7%. Director Hanenkrat asked about DAR 2019 numbers needing correction. GM Doug Pilant said correct number should be 1,971 and the correction will be reflected in next month's report.
9. Northwest Oregon Transit Alliance: GM Doug Pilant reviewed the NWOTA meeting agenda, minutes, finance report with the Board. The September meeting had been postponed due to fires. Board Chair Huffman asked about a foundation he was part of, GM Doug Pilant wasn't clear on what he was asking about. Board Chair Huffman will wait until the next meeting to circle back.
10. Planning & Development:
 - a. Cape Kiawanda Master Plan – No report.
 - b. Deviated Fixed Route/ADA Policy: Nelson Nygaard no update to report.
 - c. STIF Service Alternatives Plan: Kittelson & Associates met with staff to develop Port of Tillamook Bay service alternatives. Staff will conduct time-tests for the proposed route in the next few weeks. Director Holm asked about the surveys and who was being surveyed. GM Doug Pilant said it was to social services executive director email list to the County and then to stakeholders that we do business with. Also, a link to the survey was distributed on Facebook to the District's 800+ followers, which resulted in a lot more engagements. The survey had 209 responses.
 - d. Fare Policy Analysis: Rider On/Off study being conducted. GM Doug Pilant reported a large number of riders commuting between Tillamook County and Cannon Beach. Nelson-Nygaard conducted 2 focus groups that targeted social service agencies to get input on development of a new fare policy. Expecting results in October.
11. Grant Funding:
 - a. STIF/STF Consolidation: No report
 - b. STIF Formula: No report
 - c. Section 5310 – Ford transit purchase starting production in December and will take delivery in early 2021.
 - d. Section 5311 – Intercity buses have been ordered - no scheduled production date.
 - e. Section 5339 – No report
 - f. Submitted an ODOT Cares Act Special Needs grant for VA appts to PDX.

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.

12. Facility/Property Management

- a. Transit Visitors Center –The partitioning documentation approval process is back in motion after confusion between the engineering firm and Tillamook County Planning Department was resolved.
- b. Alternative Fuel Facility: No report
- c. Building carpet project: Obtaining quotes

13. NW Ride Brokerage

- a. Continuing the work with legal counsel to revise the BPA.

14. Miscellaneous Should we take some of these off?

- a. County Communication Network – Plan has been completed.

CONSENT CALENDAR

15. Motion to Approve the Minutes of the August 20, 2020 Regular Board Meeting

16. Motion to Accept Financial and Operations Reports: August 2020

Motion by Director Edwards to adopt the Consent Calendar, with recommended changes. *Motion Seconded by Director **. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

MOTION PASSED

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

ACTION ITEMS

17. Motion to approve determination, findings and sole source acquisition of an additional 12 licenses and related services for Ecolane fixed route/flex deviated route software system along with self-service trip booking mobile app and SMS text messaging for Tillamook County Transportation District

GM Doug Pilant explained the Resolution to the Board.

Motion by Director Holm to approve determination, findings and sole source acquisition of an additional 12 licenses and related services for Ecolane fixed route/flex deviated route software system along with self-service trip booking mobile app and SMS text messaging for Tillamook County Transportation District. *Motion Seconded by Director Edwards.* Board Chair Huffman called for further discussion; followed by none, he called for the vote.

MOTION PASSED

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

18. Resolution 20-24 in the Matter of Amending TCTD Policy No. 26 – FTA/ODOT PROCUREMENT POLICY that increases the micro procurement limit to the current FTA/ODOT approved level of \$10,000; the small purchase limit to the current

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.

FTA/ODOT limit of \$250,000; to change the protest period for award notice to 7 days to align with the default period required by law, and miscellaneous changes to clarify the policy requirements

GM Doug Pilant explained the Resolution to the Board. Director Adler asked what the current amount was. GM Doug Pilant stated \$175,000 is the current amount, which was amended after the audit 3 years ago. Director Hanenkrat wanted to confirm that this will bring our policy up to FTA/ODOT policy standards. GM Doug Pilant explained this meets FTA/ODOT standards and reduces our administration costs.

Motion by Director Edwards to approve Resolution 20-24 in the Matter of Amending TCTD Policy No. 26 – FTA/ODOT PROCUREMENT POLICY that increases the micro procurement limit to the current FTA/ODOT approved level of \$10,000; the small purchase limit to the current FTA/ODOT limit of \$250,000; to change the protest period for award notice to 7 days to align with the default period required by law, and miscellaneous changes to clarify the policy requirements. *Motion Seconded* by Director Holm. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

MOTION PASSED

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

19. Resolution 20-25 in the Matter of Amending TCTD Policy No. 21 – Purchase Order Policy to provide a purchase order number when required by a third party to make purchases

GM Doug Pilant explained the Resolution to the Board.

Motion by Director Holm to approve Resolution 20-25 in the Matter of Amending TCTD Policy No. 21 – Purchase Order Policy to provide a purchase order number when required by a third party to make purchases. *Motion Seconded* by Director Edward. Board Chair Huffman called for further discussion; followed by none, he called for the vote.

MOTION PASSED

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

DISCUSSION ITEMS

20. Board Staff Comments/Concerns

GM Doug Pilant: None.

Superintendent Brent Olson: None.

Finance Supervisor Tabatha Welch: None.

NWR Brokerage Manager/Board Clerk Cathy Bond: Absent.

21. Board of Directors Comments/Concerns

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.

Jim Huffman – Complimented Dial-A-Ride driver Mick Anderson's professionalism.

Judy Riggs – Absent.

Marty Holm – Agrees with Director Edwards the GM's review needs to be completed. Thanked everyone for continuing the work during these difficult times. Looking forward to ridership recovering.

Jackie Edwards – Requested clarification about when the Board would complete the GM's annual evaluation.

Gary Hanenkrat – Inquired about the status of the Administrative Assistant recruitment and requested a future discussion about board members voting for themselves.

Linda Adler – Requested information about the incident at the transit center.

Melissa Carlson-Swanson – Thanked Kathy Kleczek for the getthereoregon.com program information.

UPCOMING EVENTS

Board Training - TBD

Adjournment: Board Chair Huffman adjourned the meeting at 7:05pm.

These minutes approved this 22nd day of October, 2020.

ATTEST:

James Huffman, Board Chair

Doug Pilant, General Manager

SDIS 2020/2021 Best Practices Survey

SDIS 2020/2021

Entity Name

Tillamook County Transportation District

Contact Name

Tabatha R. Welch

Contact Email

twelch@tillamookbus.com

Contact Phone

503-842-0500


Total Discount %

10

Check Yes if completed **Yes** **Help** **More Information**










Affiliate Membership - 2% Credit. Is your organization a member of:

1 Oregon Fire District Directors Association (OFDDA)?  (<http://www.ofdda.com>)








2 Oregon Fire Chiefs Association (OFCA)? ?  (<http://www.ofca.org>)

3 Oregon Water Resources Congress (OWRC)?  (<http://owrc.org>)

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	Check Yes if completed	Yes	Help	More Information
4	Oregon Mosquito and Vector Control Association?	<input type="checkbox"/>		 (http://www.omvca.org)
5	Oregon Recreation and Park Association (ORPA)?	<input type="checkbox"/>		 (http://www.orpa.com)
6	Oregon Public Ports Association (OPPA)?	<input type="checkbox"/>		 (http://www.oregonports.com)
7	Oregon Association of Clean Water Agencies (ORACWA)?	<input type="checkbox"/>		 (http://www.oracwa.org)
8	Oregon Association of Conservation Districts (OACD)?	<input type="checkbox"/>		 (https://oacd.org)
9	Cemetery Association of Oregon?	<input type="checkbox"/>		 (http://www.oregoncemeteries.com)
10	Oregon APCO-NENA?	<input type="checkbox"/>		 (http://www.oregonapconena.org/)
11	Oregon Transit Association (OTA)?	<input checked="" type="checkbox"/>		 (http://www.oregontransit.com)
12	Oregon People's Utility Districts Association (OPUDA)?	<input type="checkbox"/>		 (http://www.opuda.org/)

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	Check Yes if completed	Yes	Help	More Information
13	Oregon Association of Water Utilities (OAWU)?	<input type="checkbox"/>		 (http://www.oawu.net)
14	Oregon Library Association (OLA)?	<input type="checkbox"/>		 (http://www.olaweb.org)
15	Oregon Economic Development District Association (OEDD)?	<input type="checkbox"/>		 (http://www.oedd.org/)
16	Oregon PRIMA?	<input type="checkbox"/>	?	 (http://orprima.org)
17	Oregon Association of Hospitals and Health Systems (OAHHS)?	<input type="checkbox"/>		 (http://www.oahhs.org/)
18	Oregon Association Chiefs of Police (OACP)?	<input type="checkbox"/>		 (http://www.policechief.org)
19	Oregon Rural Health Association (ORHA)?	<input type="checkbox"/>		 (https://orha.wildapricot.org)

Harassment Checklist - 2% Credit

90

**Check Yes if
completed**

Yes

Help

More Information

20 Has your district developed and implemented a procedure for employees to report incidents of harassment, discrimination or retaliation?



21 Does your district have a follow up process after a report was made or taken?



22 Does your district have an established internal investigation procedure?




23 Does your district have a documentation procedure when handling the report of an incident of harassment, discrimination or retaliation?




Harassment Policy - 2% Credit

91

Check Yes if completed **Yes** **Help** **More Information**

- 24 Has your district adopted a written harassment policy that seeks to prevent workplace harassment required by the new changes in the law from Senate Bill 479?  (<https://olis.leg.state.or.us/liz/2019R1/Downloads/MeasureDocument/SB479>)

Online Training - 2% Credit. To receive credit, you must complete the following online course:

- 25 Has your organization completed the SafePersonnel Harassment Training? ?  (<https://www.safepersonnel.com/>)

SDAO-SDIS Training - 2% Credit. Has a representative from your organization attended:

- 26 2020 SDAO Annual Conference? (Pre-conference sessions are also eligible.) ?  (<http://www.cvent.com/d/chqzr1>)
- 27 SDAO/SDIS regional trainings?  (<https://www.sdao.com/EventList?InitialText=regional>)

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**Check Yes if
completed**

Yes

Help

More Information

28 SDAO/SDIS onsite risk management training conducted by SDAO risk management staff or management consulting staff during the current policy year (2020)?

29 SDAO/SDIS webinar conducted by SDAO staff during the current policy year (2020)?

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TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

POLICY: COST ALLOWABILITY FOR CHARGES AGAINST FEDERAL GRANT AWARDS	Number: 25
Adopted by the Board of Directors on October 22, 2020	Pages: 2

POLICY

All costs incurred by Tillamook County Transportation District (TCTD) under a grant award from the U.S. Department of Transportation, Federal Transit Administration, shall be subject to the cost allowability standards articulated in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

PROCEDURE

Prior to entry into the general ledger, the Finance Supervisor shall determine the nature of the cost and determine if the cost satisfies the following three considerations:

I. ALLOWABILITY

The cost meets the general requirements established in 2 CFR § 200.403(a) through §200.403(g). TCTD will maintain a system of internal controls over Federal expenditures to provide reasonable assurance that Federal awards are expended only for allowable activities and that the costs of goods and services charged to Federal awards are allowable and in accordance with the above referenced cost principles.

In order to be allowable under Federal awards, costs must:

- Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.
- Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.
- Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the district.
- Be accorded consistent treatment.
- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
- Be adequately documented.

II. SELECTED ITEMS OF COST

The cost must be consistent with one of the allowability categories for selected items of costs articulated in 2 CFR § 200.420 through § 200.475.

III. GRANT BUDGET

The cost must be consistent with the allowable expenses provided for in the grant agreement.

This procedure will be employed regardless of whether TCTD classifies the expense as a direct or indirect (F&A) cost. If deemed allowable, the Finance Supervisor shall code the expense in accordance with the account code established for the FTA grant and record the amount in the general ledger. If the Finance Supervisor cannot establish the allowability of an expense, consultation with the General Manager shall be required to make the determination before any cost is entered in the general ledger. If unable to be resolved by the General Manager, TCTD shall seek clarification with the Federal awarding agency or pass-through agency.

If deemed ineligible for reimbursement under the Federal award, the Finance Supervisor will record the item in Account 01-001-5061, "Ineligible Costs."

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

**Authorizing the General Manager)
to Purchase Additional Licenses)
for Computer Aided Dispatching)
and Scheduling Software from)
Ecolane USA, Inc.)**

RESOLUTION NO. 20-26

WHEREAS, the Tillamook County Transportation District previously executed a Software License and Service Agreement with Ecolane USA, Inc. to purchase the Ecolane dispatching and scheduling software and maintenance fees; and

WHEREAS, the District desired to procure an additional twelve (12) licenses and related services for its Ecolane fixed route/flex deviated route software system along with self-service trip booking mobile app and SMS text messaging; and

WHEREAS, the District, acting as the Local Contract Review Board, approved a Sole Source procurement on 9/17/2020; and

WHEREAS, public notice of the Sole Source procurement was published on ORPIN on 9/23/2020; and

WHEREAS, the District did not receive any protest by October 1, 2020.

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

That the Board authorizes the General Manager to purchase an additional twelve (12) licenses and related services for Ecolane fixed route/flex deviated route software system along with self-service trip booking mobile app and SMS text messaging for Tillamook County Transportation District in an amount not to exceed \$117,310.00.

INTRODUCED AND ADOPTED this 22nd day of October 2020.

ATTEST:

By: _____
James Huffman, Board Chair

By: _____
Doug Pilant, General Manager

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AMENDMENT NO. 4
to the
Software License & Services Agreement
Between
Ecolane USA Inc.
And
Tillamook County Transportation District

THIS AMENDMENT NO. 4 ("Amendment") to the Software License & Services Agreement ("Agreement") dated June 30, 2017, is effective August 7, 2020 ("Effective Date") between Ecolane USA Inc. ("Licensor") and Tillamook County Transportation District (collectively, "the Parties").

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Licensor agrees to provide sixteen (12) additional licenses and related services for Ecolane fixed route/flex deviated route software system along with self-service trip booking mobile app and SMS text messaging for Tillamook County Transportation District as set forth in Exhibit A, which is attached hereto and incorporated herein. The amount for the quote is \$117,310 and is due upon signing of this amendment.
2. Tillamook County Transportation District agrees to pay Licensor any additional license and related service fees as set forth in Exhibit A.
3. All other terms and conditions of the Agreement, as amended herein, shall remain in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.
4. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one (1) instrument representing this Amendment between the parties. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Party has caused this Amendment No. 4 to the Software License & Services Agreement to be executed by its authorized representative to be effective as of the Effective Date first written above.

Ecolane USA Inc.

Tillamook County Transportation District

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____


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EXHIBIT A

License Terms


This Exhibit A is made part of and incorporated in that certain Software License & Service Agreement ("Agreement"), by and between Ecolane USA Inc., a Delaware corporation ("Licensor" or "Ecolane"), located at 940 West Valley Road, Suite 1400, Wayne, PA 19087, and Tillamook County Transportation District ("Licensee") located at 3600 Third Street, Ste. A, Tillamook, OR 97141.

A. Pricing/Payment

		<h3 style="margin: 0;">Revised Price Quote Deviated FR and add ons</h3>	
Ecolane 940 W Valley Rd, Suite 1400 Wayne, PA 19087 844-ECOLANE 610-312-0033 SALES@ECOLANE.COM			
DATE	TRANSIT AGENCY NAME	ADDRESS	CITY, STATE ZIP
8/3/2020	Tillamook County Transportation District	3600 Third Street, Ste A	Tillamook, OR 97141
PROJECT	ATTENTION	PHONE	E-MAIL
Revised quote Deviated FR and Add ons	Doug Pilot	503-842-2115	dpilot@tillamook.com
BD DIRECTOR	E-MAIL	PHONE	PRICING TERMS
Priscilla Vargas	priscilla.vargas@ecolane.com	206-799-8674	
DAYS PRICING IS VALID FOR	DATE PRICE EXPIRES	100% due at contract signing	
60	10/5/2020		
Initial Licenses			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Self Service Trip Bookings App with credit card capabilities (flat rate) (3rd party charges will apply)	\$29,995.00	\$29,995.00
1	SMS Text Messaging Arrival Notification License (includes 10k of SMS Text msg credit to start that never expires) (flat rate)	\$19,995.00	\$19,995.00
12	Fixed Route/Flex (Deviated) Route software license (per route, includes MDT software license cost)	\$4,000.00	\$48,000.00
<i>Initial licenses subtotal</i>			\$97,990.00
Additional Items			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12	8" Android Tablet, similar to a Samsung Galaxy Tab A, 8" (+\$100 per for 10" tablet) (if agency purchases separately, price will be reduced)	\$294.00	Tillamook to purchase
12	Vehicle Mounting Hardware (RAM-101U, Otter box type case, and vehicle charger) (additional \$100 per for locking mount hardware) (if agency purchases separately, price will be reduced)	\$199.00	Tillamook to purchase
1	SMS Text message credit bundle (10,000/bundle) (Never expires until used up completely)	\$1,500.00	\$1,500.00
<i>Additional items subtotal</i>			\$1,500.00
Services			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
11	Remote set up of Ecolane DRT and MDT software (8 hr. work days), includes remote training and project management	\$990.00	\$10,890.00
7	Onsite Training/Go-live days (8 hr. work days)	\$990.00	\$6,930.00
<i>Services subtotal</i>			\$17,820.00

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Annual Licensing Year 1			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12	All Inclusive Annual Licensing plan includes support for all licenses listed above and all items below (per vehicle):	Included	Included
	Hosting Costs		Included
	Server Maintenance		Included
	24/7/365 Support via web, email and phone		Included
	Map Updates		Included
	Upgrades** and Updates		Included
	Free monthly webinar training and access to Aha! Idea portal to help drive functionality for new development for Ecolane and its customers		Included
	Access to Learning Management System (LMS), Ecolane University for all staff for self-paced web-based training		Included
<i>Annual licensing year 1 subtotal</i>			<i>Included</i>
SUBTOTAL			\$117,310.00
TOTAL SYSTEM PURCHASE COSTS FOR YEAR 1			\$117,310.00

Annual Licensing for years 2-5 (per year) Please ask your Biz Dev Director about pre-paid maintenance discounts!			
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
12	All Inclusive Annual Licensing plan includes support for all licenses listed above in initial licenses and all items below (per vehicle):	\$1,633.17	\$19,598.04
	Hosting Costs		Included
	Server Maintenance		Included
	24/7/365 Support via web, email and phone		Included
	Map Updates		Included
	Upgrades** and Updates		Included
	Free monthly webinar training and access to Aha! Idea portal to help drive functionality for new development for Ecolane and its customers		Included
	Access to Learning Management System (LMS), Ecolane University for all staff for self-paced web-based training		Included
<i>Annual Licensing years 2-5 (per year) subtotal</i>			<i>\$19,598.04</i>
Annual licensing will be held at this rate for as long as your agency is an Ecolane customer. (Based on originally purchased solution. Does not include 3rd party charges or data plans)			
			8/6/2020
Ryan Larsen, Senior Vice President			Date
Optional Items Please ask your Biz Dev Director for more info about these great options to help your agency grow!			

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QUANTITY	DESCRIPTION	UNIT PRICE	ANNUAL LICENSE COST
1	Ecolane IVR *** (Initial License cost, flat rate) (3rd party charges will apply)	\$40,000.00	\$8,000.00
1	Electronic Signature Capture functionality on MDT *** (Initial License cost, per vehicle)	\$200.00	\$40.00
1	Interface for Public Transportation *** (Initial License cost, flat rate)	\$19,995.00	\$3,999.00
1	Self Service Trip Bookings Website *** (Initial License cost, flat rate)	\$19,995.00	\$3,999.00
1	Customer Service and Feedback module *** (Initial License cost, flat rate)	\$6,995.00	\$1,399.00
1	Centers Management Portal *** (Initial License cost, flat rate)	\$19,995.00	\$3,999.00
1	Ecolane DRT Brokerage (Primary) *** (Initial License cost, flat rate)	\$12,995.00	\$2,599.00
1	Subcontractor Portal *** (Initial License cost, flat rate)	\$9,995.00	\$1,999.00
1	Subcontractor Reporting Portal *** (Initial License cost, flat rate)	\$6,995.00	\$1,399.00
1	Least cost scheduling algorithm for brokerage solution *** (Initial License cost, flat rate)	\$6,995.00	\$1,399.00
1	Order Importer module *** (Initial License cost, flat rate)	\$19,995.00	\$3,999.00
1	Each additional Week onsite over standard 2 weeks Training/Go-live Support (includes travel)	\$8,700.00	
1	Annual Review - Up to 10 days of remote review of your system by a Ecolane Professional Services member and 3 days onsite training (includes travel)	\$6,300.00	

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED
Implementation/Training assumes 8 hrs per day on-site excluding weekends and holidays
All prices are in US dollars. All applicable sales/use taxes are additional and payment of such is the sole responsibility of the purchaser.
Customer may purchase Android tablets and airtime for Tablets through cellular provider. Prices for tablets range from \$0 to \$499 depending on carrier. Please coordinate your cellular provider/tablets with Ecolane prior to ordering hardware.
*Data plan does not include web browsing, etc. 2GB data plan is more than sufficient for the Ecolane Touchscreen MDT Software and Navigation. Agency is responsible for data plan and any overages unless otherwise noted.
**Upgrade and webinar training is included for upgrades, additional on site or new employee training is charged at Refresher Training rate plus travel as applicable.
*** All Optional item license costs include annual hosting, support & licensing fees due 1 year from contract signing set at 20%

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

**In the Matter of Authorizing the to)
General Manager to Execute an ODOT)
CARES Act Grant Agreement #34418)
to Purchase Computer Aided Vehicle)
Sanitizing Equipment)**

RESOLUTION NO. 20-27

WHEREAS, the federal Coronavirus Aid, Relief, and Economic Security (“CARES”) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the novel coronavirus, COVID-19, pandemic and provides emergency appropriations to support agency operations during the pandemic; and

WHEREAS, the CARES Act permits funds to be made available to transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave; and

WHEREAS, Tillamook County Transportation District (“District”) applied for an Oregon Department of Transportation (ODOT) CARES Act grant application on behalf of the NW Oregon Transit Alliance (NWOTA) to purchase vehicle sanitation equipment; and

WHEREAS, the State of Oregon, acting by and through its Department of Transportation, Rail and Public Transit Division, desires to provide and the District desires to accept grant funds in an amount not to exceed \$187,800.00 to assist with the sanitization of its buses keeping them safe for public transportation; and

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

that the Board authorizes the General Manager to execute ODOT Grant Agreement #34418 with the State of Oregon, acting by and through its Department of Transportation.

INTRODUCED AND ADOPTED this 22nd day of October 22, 2020.

ATTEST:

By: _____
Jim Huffman, Board Chair

By: _____
Doug Pilant, General Manager

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EXHIBIT A

**AGREEMENT BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH
ITS DEPARTMENT OF TRANSPORTATION, RAIL AND PUBLIC TRANSIT DIVISION
AND TILLAMOOK COUNTY TRANSPORTATION DISTRICT
AGREEMENT No. 34418**

PUBLIC TRANSPORTATION 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 **September 1, 2020** 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 **\$187,800.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$187,800.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

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

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

9. Recipient Subagreements and Procurements

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

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

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

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

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

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

e. Additional requirements

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

liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Rail and Public Transit Division, were shown as the first security interest holder.

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

10. Termination

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

established by Recipient in such written notice, if:

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

11. General Provisions

- a. **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.
- b. **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.
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **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.
- e. **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.

- f. **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.
- g. **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.

- h. **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.
- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **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 Public Transportation 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) 9862836
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jason Kelly _____

Date _____ 10/19/2020 _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email _____
(printed)

Date _____ 03/13/2017 _____

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: CARES 5311 (NB) Tillamook County 34418				
<i>Provide relief from expenses incurred in response to the COVID-19 pandemic</i>				
Item #1: Miscellaneous Equipment				
	Total	Grant Amount	Local Match	Match Type(s)
	\$187,800.00	\$187,800.00	\$0.00	
Sub Total	\$187,800.00	\$187,800.00	\$0.00	
Grand Total	\$187,800.00	\$187,800.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Act are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This Agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. The service provided for under this Agreement is as follows:

Recipient shall purchase 6 portable fogging decontamination units; 6 data logging modules; 121 vehicle mount installation kits consisting of exterior cover, nozzle assembly and tubing; 5 cases of Active Oxide disinfectant, 15 connecting hoses, 5 hand spray applicators, and 5 tripods.

Recipient shall provide each Northwest Oregon Transit Alliance partner with one unit that consists of one data logging module, enough kits for their vehicles, one case of disinfectant, one hand wand, and one tripod. The remaining unit will be stored at Recipient's facility to be transported to any of the partners, on a first come, first served basis, in the event of equipment failure.

Total project cost: \$187,800

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 20, 2020 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement.

FTA may elect to waive specific Section 5311 requirements. Expenses covered by such a waiver may be eligible for reimbursement under this grant agreement if otherwise consistent with grant intent and focus.

Capital Expenses

Capital expenses include the purchase of tangible property with a useful life of more than one year and an acquisition cost of \$5,000 or more. This includes equipment; signs; shelters; communications devices; radios; wheelchair lifts and restraints; computer software and hardware; and safety and security equipment.

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Associated services, permits, and permissions needed to put capital items into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections are eligible expenses.

4. PROJECT ACCOUNTING and MATCHING FUNDING

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

Recipient will subtract revenue from fares, tickets, and passes, either pre-paid or post-paid, from the gross operating expense of service. Fare revenue includes all revenue generated by passenger or freight travel in or through Oregon, less contract ticket and freight agent commissions.

Projects completed under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency (FEMA), the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date.

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

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.

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

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

Reimbursement under this Agreement may be denied if Recipient does not maintain compliance with the most up-to-date Oregon Health Authority Guidelines for transit operations. See <https://www.oregon.gov/odot/RPTD/Pages/Coronavirus.aspx> "What are the guidelines for transit agencies operating during the COVID-19 pandemic".

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.509 (5311)	\$187,800.00

Administered By Public Transportation 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).

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

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

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

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

EXHIBIT D

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

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

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

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

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.
5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

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

MEMO TO: BOARD OF DIRECTORS
FROM: DOUG PILANT, GENERAL MANAGER *Doug*
SUBJECT: REPLACE TCTD ADMINISTRATIVE AND OPERATIONS FACILITY CARPET

Issue

Shall the Board authorize the General Manager to award a contract to Daniel E. Kephart to replace and dispose of the carpet in the TCTD Administrative and Operations Facility?

Background and Findings

1. TCTD had planned to replace the carpet in the Administrative and Operations Facility in the 2017 Facility Repair & Renovation Project. The carpet replacement was removed from the Project due to it being over budget.
2. The District's FY 2020-21 budget planned included \$30,000 to replace the carpet throughout the Administrative and Operations Facility to match the carpet installed in the renovated portions of the Facility.
3. The TCTD Purchasing Policy #30 classifies this project as a small purchase and requires the District attempt to obtain 3 Bids from qualified vendors.
4. District staff reached out to the following qualified vendors to obtain bids. A summary of the Bid amounts is listed in the table below:

	Kephart Flooring	NW Endeavors	Daniel E. Kephart
Bid Estimates	No Bid	\$46,448	\$30,249

Recommendation

Staff recommends the Board adopt Resolution #20-28 authorizing the General Manager to award the TCTD Carpet Replacement Project contract to Daniel E. Kephart.

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

**In the Matter of Authorizing the General)
Manager to Award the TCTD Administration)
and Operations Facility Carpet)
Replacement Contract to Daniel E. Kephart)**

RESOLUTION NO. 20-28

WHEREAS, the Tillamook County Transportation District acquired the Administrative and Operations Facility with Federal Transit Administration (FTA) grant funding and is required to perform ongoing maintenance to ensure the facility is maintained throughout its lifecycle; and

WHEREAS, the General Manager and District Board evaluated the facility needs in 2016 and documented them in the TCTD Facility Repair & Renovation Plan; and

WHEREAS, the Board adopted the TCTD Facility Repair & Renovation Plan as recommended by the General Manager and authorized the General Manager to take steps to fund and implement the Plan; and

WHEREAS, replacement of the facility carpet was included in the TCTD Facility Repair & Renovation Plan and included in the District's FY 2020-21 Annual Budget, and;

WHEREAS, the General Manager and District staff have solicited three (3) Bids from qualified carpet installation vendors listed on the Memo to the Board; and

WHEREAS, the anticipated life-cycle costs of this contract support a finding by the Board that it is in the best interest of TCTD to award the contract David E. Kephart, and

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

that the Board authorizes the General Manager to award the TCTD Carpet Replacement Contract to Daniel E. Kephart in an amount not to exceed \$30,249.

INTRODUCED AND ADOPTED this 22nd day of October 2020.

ATTEST:

By: _____
James Huffman, Board Chair

By: _____
Doug Pilant, General Manager

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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 Daniel E. Kephart, hereinafter called the **CONTRACTOR** to replace the TCTD Administrative and Operations Facility carpet. The following provisions shall comprise this Contract:

I. SCOPE

This Contract covers the personal services as described in the Scope of Work, incorporated by reference and attached as Appendix A. 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 and continue through March 31, 2021.**

II. COMPENSATION

A. TCTD agrees to compensate the **CONTRACTOR** on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent TCTD 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 **\$30,249.**

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

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

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

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

III. CONTRACT CONDITIONS

A. Failure to Perform

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

1. If 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 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 CONTRACTOR to perform, at CONTRACTOR'S sole 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 CONTRACTOR shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

4. 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 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 CONTRACTOR and without CONTRACTOR'S fault or negligence. 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 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.

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 CONTRACTOR'S 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 co-partnership, 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 sole 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, TCTD will have legal title to all the facility improvements.

VI. INSURANCE REQUIREMENTS

A. Commercial General Liability

Required by TCTD Not required by TCTD

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, directors, 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 TCTD Not required by TCTD

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, directors, 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.

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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.

VIII. MEDIATION

CONTRACTOR and TCTD agree that any dispute that may arise under this Contract will be submitted first to a mediator agreed to by both parties as soon as such dispute arises, but in any event prior to the commencement of litigation or arbitration. Such mediation will occur at Tillamook, Tillamook County, Oregon, and the mediator's fees and expenses will be shared equally by the parties who agree to exercise their best efforts in good faith to settle all disputes.

IX. SEVERABILITY

If any term, condition or provision of this Contract or the application thereof to any circumstance is determined to be invalid or unenforceable to any extent, the remaining provisions of this Contract will not be affected but will instead remain valid and fully enforceable.

X. AMENDMENT

A. 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.

B. 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.

Daniel E. Kephart
PO Box 838
Tillamook, OR 97141

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

By:

By:

Authorized Signature

Authorized Signature

Name/Title (Printed)

Name/Title (Printed)

Date

Date

Telephone/Fax Number

Approved as to Form

CCB License # (if applicable)

Oregon Business Registry

District Counsel

Entity Type/State of Formation

Appendix A
Scope of Services

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