

Tillamook County Transportation District  
Board of Directors  
Regular Monthly Meeting



Thursday, June 17, 2021 at 6:00 PM  
Transportation Building  
3600 Third St., Ste. A  
Tillamook, Oregon

Tillamook County Transportation District  
 Normal Trial Balance  
 From 5/1/2021 Through 5/31/2021

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	790,374.06	
1006	Payroll Checking	19,563.77	
1009	NW RIDES ACCOUNT	155,475.16	
1011	Prop. Mgmt. Checking	26,722.45	
1020	LGIP - General Account	1,327,360.96	
1030	LGIP - Capital Reserve	944,082.43	
1040	Petty Cash	200.00	
Report Total		3,263,778.83	0.00
Report Difference		3,263,778.83	

*gnw*  
6-1-21

*DL*  
6-2-21

**Tillamook County Transportation District**  
Financial Statement

From 5/1/2021 Through 5/31/2021

	Current		Current Year Actual	Total Budget	Total Budget Variance	92%
	Period Actual	Period Budget				
<b>Resources</b>						
Working Capital	3500	0.00	0.00	1,916,835.00	(1,916,835.00)	0.00%
Fares	4000	14,516.51	179,211.79	300,000.00	(120,788.21)	59.73%
Contract Revenue	4020	49,770.05	769,624.52	875,000.00	(105,375.48)	87.95%
Property Tax	4100	7,135.40	1,007,617.26	950,000.00	57,617.26	106.06%
Past Years Property Tax	4110	2,063.78	24,961.47	25,000.00	(38.53)	99.84%
State Timber Revenue	4120	63,013.34	181,525.68	275,000.00	(93,474.32)	66.00%
Mass Transit State Payroll Tax	4130	0.00	92,176.10	85,000.00	7,176.10	108.44%
STIF Formula	4135	0.00	7,083.33	484,721.00	(111,425.00)	77.01%
STIF Intercommunity	4136	0.00	121,180.25	373,296.00	(218,322.00)	28.18%
STIF Discretionary	4137	0.00	76,000.00	304,000.00	(218,322.00)	28.18%
Capital Grants	4210	0.00	88,000.00	352,000.00	(309,621.00)	12.03%
Grants - FTA 5311	4220	0.00	0.00	1,091,000.00	(1,087,840.00)	0.28%
Grants - COVID	4221	0.00	3,160.00	395,000.00	211,099.00	153.44%
NWOTA Partner Cont. Match	4225	1,500.00	606,099.00	0.00	67,288.38	0.00%
Grants - STF	4230	0.00	67,288.38	42,000.00	0.00	100.00%
Grants - 5311 (f)	4240	0.00	42,000.00	67,700.00	0.00	100.00%
Grants - 5310	4245	0.00	16,925.00	67,700.00	0.00	100.00%
Special Bus Operations	4300	0.00	100,820.00	184,000.00	(83,180.00)	54.79%
Miscellaneous Income	4400	0.00	119,661.00	332,000.00	(212,339.00)	36.04%
Sale of Assets - Income	4410	3,386.92	0.00	2,500.00	(2,500.00)	0.00%
Interest Income	4510	1,143.80	33,243.81	5,000.00	28,243.81	664.87%
Advertising Income	4520	0.00	0.00	10,000.00	(10,000.00)	0.00%
Lease Income	4900	400.00	13,600.33	32,500.00	(18,899.67)	41.84%
Lease Operational Exp Income	4910	845.51	19,900.00	1,000.00	(1,000.00)	0.00%
			9,570.12	23,000.00	(3,100.00)	86.52%
			541.67	18,000.00	(8,429.88)	53.16%

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**Tillamook County Transportation District**  
Financial Statement

From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Transfer From General Fund	4911	0.00	0.00	157,050.00	(10,000.00)	93.63%
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	46,784.00	46,786.00	(2.00)	99.99%
Transfer from NWOTA	4917	0.00	3,000.00	0.00	3,000.00	0.00%
Transfer from STIF Fund	4918	69,478.00	292,325.48	945,000.00	(652,674.52)	30.93%
<b>Total Resources</b>		<u>213,253.31</u>	<u>4,328,671.94</u>	<u>8,951,927.00</u>	<u>(4,623,255.06)</u>	<u>48.35%</u>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	5010	30,652.68	299,066.95	366,000.00	66,933.05	81.71%
Payroll: Dispatch	5020	7,388.34	93,222.91	92,000.00	(1,222.91)	101.32%
Payroll: Drivers	5030	81,466.91	909,419.04	1,120,000.00	210,580.96	81.19%
Payroll: Maintenance	5040	4,520.29	64,319.14	70,000.00	5,680.86	91.88%
Payroll Expense	5050	9,155.21	10,291.67	123,500.00	15,030.84	87.82%
Payroll Healthcare	5051	28,862.68	336,967.95	437,352.00	100,384.05	77.04%
Payroll Retirement	5052	5,321.91	63,335.52	70,500.00	7,164.48	89.83%
Payroll Veba	5053	3,193.40	36,318.12	45,600.00	9,281.88	79.64%
Workers Compensation Ins.	5055	0.00	39,813.63	32,000.00	(7,813.63)	124.41%
<b>Total Personnel Services</b>		<u>170,561.42</u>	<u>1,950,932.42</u>	<u>2,356,952.00</u>	<u>406,019.58</u>	<u>82.77%</u>
<b>Materials and Services</b>						
Professional Services	5100	7,351.15	125,980.03	110,250.00	(15,730.03)	114.26%
Administrative Support	5101	0.00	15,904.84	25,000.00	9,095.16	63.61%
Website Maintenance	5102	0.00	6,500.00	7,500.00	1,000.00	86.66%
Planning	5103	9,503.75	43,840.11	30,000.00	(13,840.11)	146.13%
Dues & Subscriptions	5120	0.00	7,417.51	15,000.00	7,582.49	49.45%

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Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
Financial Statement

From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%	
Office Equipment R&R	5140	225.22	333.33	2,488.69	4,000.00	1,511.31	62.21%
Computer R&M	5145	1,713.95	3,375.00	26,111.97	40,500.00	14,388.03	64.47%
Fees & Licenses	5150	159.98	2,583.33	27,530.07	31,000.00	3,469.93	88.80%
Insurance	5160	0.00	8,333.33	107,514.00	100,000.00	(7,514.00)	107.51%
Office Expense	5170	1,420.18	1,250.00	14,258.11	15,000.00	741.89	95.05%
Board Expense	5175	2,437.05	1,083.33	9,280.93	13,000.00	3,719.07	71.39%
Operational Expense	5180	2,899.65	3,374.99	38,570.15	40,500.00	1,929.85	95.23%
Drug & Alcohol Administration	5185	135.00	208.33	1,375.00	2,500.00	1,125.00	55.00%
Marketing	5190	6,702.21	4,583.34	25,212.75	55,000.00	29,787.25	45.84%
Website Re-Design	5191	38,642.76	6,250.00	66,498.76	75,000.00	8,501.24	88.66%
Transit Access Project	5196	0.00	0.00	2,487.83	0.00	(2,487.83)	0.00%
Telephone Expense	5210	1,332.90	1,633.33	16,436.69	19,600.00	3,163.31	83.86%
Travel & Training	5220	644.26	2,666.68	7,895.46	32,000.00	24,104.54	24.67%
Vehicle Expense	5240	32,198.96	16,666.67	227,722.63	200,000.00	(27,722.63)	113.86%
Fuel Expense	5245	11,266.36	20,833.33	181,863.96	250,000.00	68,136.04	72.74%
Postage	5260	262.97	166.67	1,958.53	2,000.00	41.47	97.92%
Member Mileage Reimbursement	5266	5,129.00	0.00	9,129.00	0.00	(9,129.00)	0.00%
Mgmt/Labor Recreation Fund	5270	0.00	225.67	0.00	2,708.00	2,708.00	0.00%
Transit Center Lease	5280	700.00	700.00	7,700.00	0.00	(7,700.00)	0.00%
Transit Center Maint	5285	1,311.51	1,500.00	16,492.23	18,000.00	1,507.77	91.62%
General Operating Cont.	5290	0.00	0.00	0.00	250,000.00	250,000.00	0.00%
COVID Expense	5291	8,193.65	0.00	113,828.19	0.00	(113,828.19)	0.00%
Property Operating Expense	5300	1,569.99	2,041.67	21,236.29	24,500.00	3,263.71	86.67%
Flex Lease: Fees	5330	0.00	41.67	0.00	500.00	500.00	0.00%
Property Maint. & Repair	5340	(4,310.96)	2,083.33	29,676.69	25,000.00	(4,676.69)	118.70%

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Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
Financial Statement

From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
5346 Operations Facility Maint.	72.91	333.33	3,220.56	4,000.00	779.44	80.51%
Total Materials and Services	129,562.45	95,913.16	1,158,130.98	1,392,558.00	234,427.02	83.17%
Special Payments						
5200 STIF Payments to Recipients	0.00	1,742.83	20,916.00	20,914.00	(2.00)	100.00%
5201 STIF Payments to Recipients	0.00	0.00	5,000.00	5,000.00	0.00	100.00%
Total Special Payments	0.00	1,742.83	25,916.00	25,914.00	(2.00)	100.01%
Transfers						
9100 Transfer to LGIP 5931	0.00	0.00	0.00	31,835.00	31,835.00	0.00%
9110 Transfer to Property Mgmt	0.00	0.00	135,050.00	135,050.00	0.00	100.00%
9130 Transfer to General Fund	69,478.00	0.00	255,854.48	930,786.00	674,931.52	27.48%
9150 Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
9160 Transfer to NWOTA Fund	0.00	0.00	98,255.00	76,000.00	(22,255.00)	129.28%
9175 Reserve for Future Expenditure	0.00	0.00	0.00	701,835.00	701,835.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	0.00	0.00	1,020,647.00	1,020,647.00	0.00%
Total Transfers	69,478.00	0.00	489,159.48	2,906,153.00	2,416,993.52	16.83%
Capital Outlay						
Debt Service						
5310 Flex Lease: Principal	0.00	4,583.33	55,110.00	55,000.00	(110.00)	100.20%
5320 Flex Lease: Interest	0.00	504.17	1,512.50	6,050.00	4,537.50	25.00%
5325 PUD Loan Expense	602.58	625.00	6,628.38	7,500.00	871.62	88.37%
5337 OTTB Transit Center Loan	0.00	0.00	0.00	4,800.00	4,800.00	0.00%
5338 OTTB Debt Service	0.00	0.00	26,310.44	30,000.00	3,689.56	87.70%
Total Debt Service	602.58	5,712.50	89,561.32	103,350.00	13,788.68	86.66%
Capital Purchases						
5350 Building Repair & Renovation	(4,500.00)	2,500.00	29,659.15	30,000.00	340.85	98.86%

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Monthly BOD Report w/YTD Budget & Variance

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**Tillamook County Transportation District**  
Financial Statement

From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
6000 Bus Replacement/Addition	377,599.84	0.00	387,092.58	840,000.00	452,907.42	46.08%
6010 Van Replacement/Addition	75,226.11	0.00	75,226.11	505,000.00	429,773.89	14.89%
6020 Computer Upgrade	0.00	416.67	97.06	5,000.00	4,902.94	1.94%
6021 Fuel Cell Triangulation Point	0.00	500.00	0.00	6,000.00	6,000.00	0.00%
6040 Bus Stop Signage/Shelters	1,170.93	13,750.00	8,376.40	165,000.00	156,623.60	5.07%
6050 Other Capital Projects	16,225.85	51,333.33	218,786.02	616,000.00	397,213.98	35.51%
Total Capital Purchases	465,722.73	68,500.00	719,237.32	2,167,000.00	1,447,762.68	33.19%
Total Capital Outlay	466,325.31	74,212.50	808,798.64	2,270,350.00	1,461,551.36	35.62%
Total Expenses	835,927.18	368,281.16	4,432,937.52	8,951,927.00	4,518,989.48	49.52%

NWR

**Tillamook County Transportation District**  
**Financial Statement**

From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
<b>Resources</b>						
NWR Revenue	345,057.97	437,316.67	3,379,887.70	5,247,800.00	(1,867,912.30)	64.40%
NWR Reserve	0.00	0.00	213,462.30	0.00	213,462.30	0.00%
Grants - COVID	0.00	0.00	14,434.37	0.00	14,434.37	0.00%
Interest Income	0.00	0.00	100.00	0.00	100.00	0.00%
<b>Total Resources</b>	<b>345,057.97</b>	<b>437,316.67</b>	<b>3,607,884.37</b>	<b>5,247,800.00</b>	<b>(1,639,915.63)</b>	<b>68.75%</b>
<b>Expenses</b>						
<b>Personnel Services</b>						
Payroll: Administration	19,487.29	23,750.00	238,079.62	285,000.00	46,920.38	83.53%
Payroll: Indirect	720.00	2,500.00	7,720.88	30,000.00	22,279.12	25.73%
Payroll Expense	1,464.19	2,083.33	18,476.72	25,000.00	6,523.28	73.90%
Payroll Healthcare	8,423.05	9,166.67	90,581.63	110,000.00	19,418.37	82.34%
Payroll Retirement	1,095.73	1,250.00	13,756.27	15,000.00	1,243.73	91.70%
Payroll Veba	875.64	1,083.33	9,849.18	13,000.00	3,150.82	75.76%
Workers Compensation Ins.	0.00	0.00	318.42	0.00	(318.42)	0.00%
<b>Total Personnel Services</b>	<b>32,065.90</b>	<b>39,833.33</b>	<b>378,782.72</b>	<b>478,000.00</b>	<b>99,217.28</b>	<b>79.24%</b>
<b>Materials and Services</b>						
Professional Services	0.00	416.67	11,179.07	5,000.00	(6,179.07)	223.58%
Dues & Subscriptions	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
Office Equipment R&R	225.22	333.33	2,488.69	4,000.00	1,511.31	62.21%
Computer R&M	857.10	1,250.00	16,441.73	15,000.00	(1,441.73)	109.61%
Fees & Licenses	24.99	1,250.00	223,612.24	465,000.00	241,387.76	48.08%
Insurance	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Office Expense	133.11	833.33	4,339.20	10,000.00	5,660.80	43.39%

Monthly BOD Report w/YTD Budget & Variance

NWR

**Tillamook County Transportation District**  
Financial Statement

From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Operational Expense	5180	0.00	125.00	1,500.00	932.27	37.84%
Telephone Expense	5210	1,145.58	1,666.67	20,000.00	(566.26)	102.83%
Travel & Training	5220	0.00	416.67	5,000.00	4,817.31	3.65%
Postage	5260	0.00	83.33	1,000.00	610.45	38.95%
Purchased Transportation	5265	215,854.99	333,333.33	3,550,000.00	1,120,300.79	68.44%
Member Mileage Reimbursement	5266	10,000.00	22,916.67	275,000.00	178,080.00	35.24%
Volunteer Mileage Reimburse	5267	7,136.81	33,333.33	400,000.00	172,569.31	56.85%
Office Rent	5281	400.00	400.00	4,800.00	400.00	91.66%
Property Operating Expense	5300	215.17	833.33	10,000.00	6,698.14	33.01%
Total Materials and Services		235,992.97	397,483.33	4,769,800.00	1,728,281.08	63.77%
Total Expenses		268,058.87	437,316.66	5,247,800.00	1,827,498.36	65.18%

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 5/1/2021 Through 5/31/2021

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
15860	5/4/2021	(900.00)	TILLAMOOK PIONEER	ADVERTISING
16284	5/7/2021	17.92	BRENT OLSON	MILEAGE
16285	5/7/2021	9,836.15	CARSON OIL CO INC	FUEL
16286	5/7/2021	700.00	City Of Tillamook	May 2021
16287	5/7/2021	965.25	Clark's Plumbing	GRANT PROJECT-COVID
16288	5/7/2021	37.50	Coast Printing & Stationery	INCENTIVE POSTERS/COVID
16289	5/7/2021	(850.00)	WAVE	APRIL 2021 TELEPHONE
16289	5/7/2021	(106.96)	WAVE	May 2021
16289	5/7/2021	850.00	WAVE	APRIL 2021 TELEPHONE
16289	5/7/2021	106.96	WAVE	May 2021
16290	5/7/2021	40.00	CENTURYLINK	HARD LINE FAX
16291	5/7/2021	318.18	Fred Meyer Customer Charges	APRIL 2021 CHARGES
16292	5/7/2021	50.00	Gary A. Hanenkrat	BOARD MEETING 04/22/21
16293	5/7/2021	271.94	GenXsys Solutions, LLC	APRIL 2021
16294	5/7/2021	1,530.00	INNOVA LEGAL ADVISORS	LEGAL/COVID
16295	5/7/2021	50.00	JACKIE EDWARDS	BOARD MEETING 04/22/21
16296	5/7/2021	50.00	JIM HUFFMAN	BOARD MEETING 04/22/21
16297	5/7/2021	50.00	JUDY RIGGS	BOARD MEETING 4/22/21
16298	5/7/2021	756.55	KITTELSON & ASSOCIATES, INC.	STIF PLANNING
16299	5/7/2021	50.00	Linda Adler	BOARD MEETING 04/22/21
16300	5/7/2021	50.00	MARTY HOLM	BOARD MEETING 04/22/21
16301	5/7/2021	50.00	MELISSA CARLSON-SWANSON	BOARD MEETING 04/22/21
16302	5/7/2021	115.00	North Coast Lawn	MARCH 2021 LANDSCAPE
16302	5/7/2021	115.00	North Coast Lawn	APRIL 2021 LANDSCAPE
16303	5/7/2021	1,025.00	NATHAN LEVIN	May 2021
16304	5/7/2021	54.88	Office Depot Credit Plan	OFFICE SUPPLIES
16304	5/7/2021	18.22	Office Depot Credit Plan	OFFICE SUPPLIES
16305	5/7/2021	146.88	PACIFIC CITY SUN	ADVERTISING
16305	5/7/2021	122.84	PACIFIC CITY SUN	ADVERTISING
16305	5/7/2021	122.84	PACIFIC CITY SUN	ADVERTISING
16305	5/7/2021	122.84	PACIFIC CITY SUN	ADVERTISING
16306	5/7/2021	185.03	Pacific Office Automation	MARCH 2021 TCTD COPIES
16307	5/7/2021	50.76	PORTLAND GENERAL	APRIL 2021 SALEM ELECTRIC
16308	5/7/2021	330.00	PLANNING SOLUTIONS	PROPANE PROJECT
16309	5/7/2021	100.00	PORT OF TILLAMOOK BAY	May 2021
16310	5/7/2021	95.00	ROBERT SOUTHWICK	CDL/PHYSICAL
16311	5/7/2021	57.00	SUNFLOWER FLATS	EMPLOYEE APPRECIATION
16311	5/7/2021	40.00	SUNFLOWER FLATS	EMPLOYEE APPRECIATION
16312	5/7/2021	900.00	TILLAMOOK PIONEER	ADVERTISING
16312	5/7/2021	240.00	TILLAMOOK PIONEER	RECRUITMENT
16312	5/7/2021	60.00	TILLAMOOK PIONEER	MEETING NOTICE
16312	5/7/2021	140.00	TILLAMOOK PIONEER	BUDGET MEETING NOTICE
16313	5/7/2021	44.33	Tillamook PUD	LARGE BUS BARN
16313	5/7/2021	30.82	Tillamook PUD	SMALL BUS BARN
16314	5/7/2021	48.47	Traffic Safety Supply	BUS STOP SIGNAGE
16315	5/7/2021	392.95	VERIZON	TABLET DATA
16316	5/7/2021	850.00	WAVE	APRIL 2021 TELEPHONE
16317	5/7/2021	106.96	COMCAST	COMCAST MAY 2021
16318	5/11/2021	438.99	ALSCO - Portland Linen	APRIL 2021
16319	5/11/2021	10,405.78	CARSON OIL CO INC	APRIL 2021
16320	5/11/2021	1,272.76	Marie Mills Center, Inc	APRIL JANITORIAL TRANSIT CENT
16320	5/11/2021	22.92	Marie Mills Center, Inc	PAPER TOWELS
16321	5/11/2021	4,171.42	CARDMEMBER SERVICE	APRIL 2021
16321	5/11/2021	3,000.00	CARDMEMBER SERVICE	ZOOM CAMERA
16322	5/12/2021	4,471.37	Gillespie Graphics	RIDE THE WAVE BUS KIT
16322	5/12/2021	4,471.37	Gillespie Graphics	RIDE THE WAVE BUS KIT
16322	5/12/2021	975.00	Gillespie Graphics	DIAL-A-RIDE TRANSIT KIT

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 5/1/2021 Through 5/31/2021

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
16323	5/12/2021	275.00	KNOWLEDGE IN MOBILITY	BUS INSPECTIONS
16323	5/12/2021	275.00	KNOWLEDGE IN MOBILITY	BUS INSPECTIONS
16324	5/12/2021	109.24	Rosenberg Builders Supply	SHOP SUPPLIES
16325	5/12/2021	38.98	TILLAMOOK FARMERS COOP	SHOP SUPPLIES
16326	5/12/2021	1,478.00	TRANSIT INFORMATION PRODUCTS	BUS STOP SIGNS
16327	5/27/2021	1,283.75	AKS ENGINEERING & FORESTRY LLC	TRANSIT VISITOR CENTER
16327	5/27/2021	2,806.07	AKS ENGINEERING & FORESTRY LLC	TRANSIT VISITOR CENTER
16327	5/27/2021	954.15	AKS ENGINEERING & FORESTRY LLC	TRANSIT VISITOR CENTER
16327	5/27/2021	82.88	AKS ENGINEERING & FORESTRY LLC	TRANSIT VISITOR CENTER
16328	5/27/2021	95.00	ALFRED BARRAGAN	CDL PHYSICAL
16329	5/27/2021	100.00	ALLAN NEWCOMB	CDL PHYSICAL
16330	5/27/2021	15.60	Batteries Northwest	BATTERIES
16331	5/27/2021	135.00	BIO-MED TESTING SERVICE, INC.	DRUG SCREENING
16332	5/27/2021	17.92	BRENT OLSON	MILEAGE
16333	5/27/2021	300.00	CALACT	RECRUITMENT
16334	5/27/2021	11,103.16	CARSON OIL CO INC	MAY 2021 FUEL
16335	5/27/2021	700.00	City Of Tillamook	JUNE 2021
16336	5/27/2021	1,146.92	COUNTRY MEDIA	APRIL 2021 RECRUITMENT/COVID
16336	5/27/2021	162.75	COUNTRY MEDIA	APRIL 2021
16337	5/27/2021	90.00	CRYSTAL AND SIERRA SPRINGS	MAY 2021 WATER
16338	5/27/2021	58.00	FAGAN'S AUTO ELECTRIC	SHOP SUPPLIES
16339	5/27/2021	99.57	FleetPride, Inc.	MAY 2021 SHOP INVENTORY
16340	5/27/2021	50.00	Gary A. Hanenkrat	BUDGET MEETING
16340	5/27/2021	50.00	Gary A. Hanenkrat	BOARD MEETING
16341	5/27/2021	571.00	GenXsys Solutions, LLC	MAY 2021
16341	5/27/2021	2,142.90	GenXsys Solutions, LLC	MAY 2021
16342	5/27/2021	754.23	Gillespie Graphics	BUS STOP SIGNS
16343	5/27/2021	2,700.00	INNOVA LEGAL ADVISORS	LEGAL
16344	5/27/2021	50.00	JACKIE EDWARDS	BUDGET MEETING
16344	5/27/2021	50.00	JACKIE EDWARDS	BOARD MEETING
16345	5/27/2021	100.00	JEREMY BELLANTE	CDL PHYSICAL
16346	5/27/2021	50.00	JIM HUFFMAN	BUDGET MEETING
16346	5/27/2021	50.00	JIM HUFFMAN	BOARD MEETING
16347	5/27/2021	840.00	JNB MECHANICAL, INC.	HVAC
16347	5/27/2021	264.25	JNB MECHANICAL, INC.	HVAC
16348	5/27/2021	3,577.50	JORDAN SCHRADER RAMIS, PC	LEGAL
16349	5/27/2021	50.00	JUDY RIGGS	BUDGET MEETING
16349	5/27/2021	(50.00)	JUDY RIGGS	BUDGET MEETING
16350	5/27/2021	1,350.00	KDEP-FM/KTIL-FM/KTIL-AM	RECRUITMENT/COVID
16351	5/27/2021	50.00	Linda Adler	BUDGET MEETING
16351	5/27/2021	50.00	Linda Adler	BOARD MEETING
16352	5/27/2021	50.00	MARTY HOLM	BOARD MEETING
16353	5/27/2021	50.00	MELISSA CARLSON-SWANSON	BUDGET MEETING
16353	5/27/2021	50.00	MELISSA CARLSON-SWANSON	BOARD MEETING
16354	5/27/2021	1,025.00	NATHAN LEVIN	JUNE 2021
16355	5/27/2021	3,270.00	NELSON NYGAARD	FARE STUDY
16355	5/27/2021	6,233.75	NELSON NYGAARD	FARE STUDY
16356	5/27/2021	8.00	NEW AGE CAR WASH	VAN WASHES
16357	5/27/2021	43.88	Office Depot Credit Plan	OFFICE SUPPLIES
16357	5/27/2021	44.01	Office Depot Credit Plan	OFFICE SUPPLIES
16357	5/27/2021	(54.88)	Office Depot Credit Plan	CREDIT
16358	5/27/2021	3.00	OR DEPT OF MOTOR VEHICLES	DRIVING RECORDS
16359	5/27/2021	247.98	Pacific Office Automation	MAY 2021 OFFICE COPIES
16360	5/27/2021	53.96	PAUL NORTON	MAY 2021
16361	5/27/2021	225.22	Pacific Office Automation	TCTD COPIER LEASE
16362	5/27/2021	480.00	Prevailing Communications	BUS RADIOS
16363	5/27/2021	555.00	Prevailing Communications	BUS RADIOS

**Tillamook County Transportation District**

Check/Voucher Register

1001 - General Checking Account

From 5/1/2021 Through 5/31/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
16364	5/27/2021	13.98	TILLAMOOK FARMERS COOP	NOZZLE/SHOP SUPPLIES
16365	5/27/2021	65.00	TILLAMOOK PIONEER	MAY 2021 ADVERTISING
16366	5/27/2021	42.24	Tillamook PUD	MAY 2021
16366	5/27/2021	30.67	Tillamook PUD	MAY 2021
16367	5/27/2021	92.25	Traffic Safety Supply	BUS STOP SIGNS
16367	5/27/2021	324.45	Traffic Safety Supply	BUS STOP SIGNS
16368	5/27/2021	49.95	VANIR BROADBAND, INC.	MAY 2021 INTERNET
16369	5/27/2021	50.00	MARTY HOLM	BUDGET MEETING
Report Total		95,648.25		

**Tillamook County Transportation District**

Check/Voucher Register

1006 - Payroll Checking

From 5/1/2021 Through 5/31/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5632	5/5/2021	TOMMIE HUFFMAN
5633	5/5/2021	PACIFIC SOURCE
5634	5/6/2021	ERIN RYAN
5635	5/6/2021	HRA VEBA TRUST
5636	5/6/2021	SPECIAL DISTRICTS INS. SERVICE
5637	5/21/2021	BRANDY LEAMON
5638	5/26/2021	JENNIFER WRIGHT
5639	5/28/2021	BRENT OLSON
5640	5/27/2021	ATU LOCAL #757

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 5/1/2021 Through 5/31/2021

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
3018	5/7/2021	663.93	WAVE	APRIL 2021 TELEPHONE
3019	5/7/2021	54.91	CENTURYLINK	HARD LINE FAX
3020	5/7/2021	100.00	North Coast Lawn	MARCH 2021 LANDSCAPE
3020	5/7/2021	100.00	North Coast Lawn	APRIL 2021 LANDSCAPE
3021	5/7/2021	68.10	Pacific Office Automation	MARCH 2021 COPIES NWR
3022	5/7/2021	56.00	SUNFLOWER FLATS	EMPLOYEE APPRECIATION
3023	5/11/2021	631.39	TILLAMOOK CNTY TRANS. DIST.	APRIL 2021 RENT/UTILITY
3024	5/11/2021	230.77	CARDMEMBER SERVICE	APRIL 2021
3025	5/12/2021	12,315.25	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3026	5/12/2021	9,564.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3027	5/12/2021	8,296.25	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3028	5/12/2021	9,899.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3029	5/13/2021	2,902.52	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3029	5/13/2021	2,216.00	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3029	5/13/2021	1,528.08	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3030	5/13/2021	2,307.50	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3030	5/13/2021	3,594.75	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3030	5/13/2021	5,468.75	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3030	5/13/2021	6,012.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3031	5/13/2021	2,358.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3031	5/13/2021	5,886.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3031	5/13/2021	6,630.50	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3031	5/13/2021	192.00	MEDIX AMBULANCE	AFTER HOURS PHONE
3031	5/13/2021	6,684.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3032	5/13/2021	7,115.80	METRO WEST	PROVIDER TRANSPORTATION
3033	5/13/2021	5,266.42	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3033	5/13/2021	11,829.43	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3033	5/13/2021	13,510.11	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3033	5/13/2021	12,447.21	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3033	5/13/2021	12,299.27	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3034	5/13/2021	2,225.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3034	5/13/2021	1,269.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3034	5/13/2021	1,336.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3034	5/13/2021	1,381.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3034	5/13/2021	1,075.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3035	5/13/2021	2,822.40	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
3036	5/13/2021	687.50	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3037	5/13/2021	1,647.36	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3038	5/18/2021	3,188.56	JANNA SMITH	VOLUNTEERS
3039	5/18/2021	3,326.12	JOHN REKART JR	VOLUNTEERS
3040	5/18/2021	3,634.36	KANDIS LIDAY	VOLUNTEERS
3041	5/18/2021	583.36	LEANN CHUINARD	VOLUNTEERS
3042	5/18/2021	3,755.40	SEAN REKART	VOLUNTEERS
3043	5/18/2021	3,438.17	VAL HOLYOAK	VOLUNTEERS
3044	5/18/2021	1,258.36	WILLIAM NERENBERG	VOLUNTEERS
3045	5/18/2021	6,447.60	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3046	5/18/2021	5,905.50	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3047	5/18/2021	2,324.05	K & M MEDIVAN	PROVIDER TRANSPORTATION
3047	5/18/2021	5,412.35	K & M MEDIVAN	PROVIDER TRANSPORTATION
3047	5/18/2021	5,128.45	K & M MEDIVAN	PROVIDER TRANSPORTATION
3047	5/18/2021	5,609.95	K & M MEDIVAN	PROVIDER TRANSPORTATION
3047	5/18/2021	5,210.25	K & M MEDIVAN	PROVIDER TRANSPORTATION
3048	5/18/2021	5,968.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3049	5/18/2021	17,172.50	WAPATO SHORES	PROVIDER TRANSPORTATION
3050	5/18/2021	2,436.96	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3051	5/18/2021	5,865.25	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3051	5/18/2021	478.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION

**Tillamook County Transportation District**

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 5/1/2021 Through 5/31/2021

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
3052	5/18/2021	379.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3053	5/18/2021	13,829.96	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3054	5/18/2021	840.00	SUNSET EMPIRE TRANSIT	MARCH 2021 BUS PASS
3054	5/18/2021	660.00	SUNSET EMPIRE TRANSIT	APRIL BUS PASS
3055	5/19/2021	2,136.81	KARRI HOOKER	VOLUNTEER MILEAGE
3056	5/19/2021	177.00	MEDIX AMBULANCE	AFTER HOURS PHONES
3057	5/27/2021	99.74	CRYSTAL AND SIERRA SPRINGS	MAY 2021 WATER
3058	5/27/2021	857.10	GenXsys Solutions, LLC	MAY 2021
3059	5/27/2021	33.37	Pacific Office Automation	OFFICE COPIES
3060	5/27/2021	225.22	Pacific Office Automation	NWR COPIER LEASE
3061	5/27/2021	21,344.92	TILLAMOOK CNTY TRANS. DIST.	MAY 2021
3062	5/27/2021	2,346.24	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3062	5/27/2021	1,614.32	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3063	5/27/2021	5,682.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3063	5/27/2021	6,586.25	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3064	5/27/2021	7,864.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3064	5/27/2021	7,290.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3064	5/27/2021	4,910.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3064	5/27/2021	256.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3065	5/27/2021	781.25	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3065	5/27/2021	593.75	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3065	5/27/2021	468.75	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3066	5/27/2021	12,503.84	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3066	5/27/2021	12,823.82	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3067	5/27/2021	11,961.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3068	5/27/2021	12,023.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3069	5/27/2021	11,163.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3070	5/27/2021	11,266.75	WAPATO SHORES	PROVIDER TRANSPORTATION
3070	5/27/2021	10,372.75	WAPATO SHORES	PROVIDER TRANSPORTATION
3070	5/27/2021	11,037.50	WAPATO SHORES	PROVIDER TRANSPORTATION
3070	5/27/2021	12,258.75	WAPATO SHORES	PROVIDER TRANSPORTATION
3070	5/27/2021	10,444.00	WAPATO SHORES	PROVIDER TRANSPORTATION
Report Total		444,645.48		

**Tillamook County Transportation District**

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 5/1/2021 Through 5/31/2021

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4392	5/7/2021	600.00	CHRISSEY'S CLEANING SERVICE	APRIL 2021 JANITORIAL
4393	5/7/2021	325.00	North Coast Lawn	MARCH 2021 LANDSCAPE
4393	5/7/2021	325.00	North Coast Lawn	APRIL 2021 LANDSCAPE
4394	5/7/2021	464.84	TILLAMOOK CITY UTILITIES	WATER AND SEWER
4395	5/7/2021	2,474.00	Tillamook PUD	ELECTRIC AND LOAN
4396	5/11/2021	464.82	Marie Mills Center, Inc	APRIL JANITORIAL 3RD ST
4397	5/11/2021	167.95	CITY SANITARY SERVICE	APRIL 2021
4398	5/27/2021	1,648.86	Tillamook PUD	MAY 2021
Report Total		6,470.47		

<b>FRED MEYER CARD CHARGES</b>			
<b>Date</b>	<b>Vendor</b>	<b>Description of Transaction</b>	<b>Amount</b>
		<b>May Board Packet (May Financials)</b>	
		<b>TABATHA CARD #5</b>	
05/05/21		KITCHEN SUPPLIES/MEETINGS	\$ 21.96
05/20/21		OFFICE SUPPLIES	\$ 33.97
			<b>\$ 55.93</b>
		<b>BRENT OLSON CARD #3</b>	
05/03/21		KITCHEN SUPPLIES/MICROWAVE	\$ 99.99
			<b>\$ 99.99</b>
		<b>CATHY BOND CARD #4</b>	
			\$ -
			\$ -
			\$ -
		<b>CLAYTON NORRBOM CARD # 6</b>	
04/27/21		COVID CLEANING SUPPLIES BUS	\$ 85.79
05/15/21		COVID CLEANING SUPPLIES BUS	\$ 48.41
			<b>\$ 134.20</b>
		<b>Grand Total</b>	<b>\$ 290.12</b>
<b>DATE</b>		<b>APPROVAL</b>	

UMPQUA BANK: CLOSING DATE 05/25/2021			
Date	Vendor	Description of Transaction	Amount
<b>DOUG PILANT</b>			
04/27/21	Virtualpostmail.com	Postage	\$ 25.00
04/30/21	zoom.com	Virtual Meeting Software/Equipment	\$ 988.70
05/03/21	facebook.com	Marketing	\$ 42.73
05/03/21	zoom.com	Virtual Meeting Software/Equipment	\$ 298.98
05/10/21	La Mexicana Restaurant	Employee Appreciation	\$ 72.71
05/10/21	Amazon	Virtual Meeting Software/Equipment	\$ 3,037.13
05/21/21	Tora Sushi	Meals/Meeting Doug & Tabatha	\$ 58.85
			<b>\$ 4,524.10</b>
<b>CATHY BOND</b>			
04/26/21	Adobe Creative Cloud	Adobe Software - Admin	\$ 79.99
04/28/21	Fieldprint	New Hire Cost	\$ 12.50
04/30/21	Fieldprint	New Hire Cost	\$ 12.50
05/05/21	Language Line	NWR Phones	\$ 31.60
05/05/21	Language Line	NWR Phones	\$ 7.90
05/06/21	Adobe AcroPro	Adobe Software - NWR	\$ 24.99
05/12/21	Language Line	NWR Phones	\$ 7.90
05/12/21	Language Line	NWR Phones	\$ 35.55
05/14/21	Language Line	NWR Phones	\$ 27.65
05/17/21	Language Line	NWR Phones	\$ 43.45
05/19/21	Endicia	NWR Postage	\$ 19.90
05/20/21	Language Line	NWR Phones	\$ 75.05
05/24/21	Iron Mountain	Paper Shredding	\$ 102.80
05/24/21	Adobe Creative Cloud	Adobe Software- Admin	\$ 79.99
			<b>\$ 561.77</b>
<b>BRENT OLSON</b>			
05/10/21	Coastal Farm and Ranch	Shop Supplies	\$ 39.99
05/17/21	SBC	Destroyed Harddrive	\$ 48.00
05/17/21	Tillamook Electronics	Virtual Meeting Software/Equipment	\$ 23.00
			<b>\$ 110.99</b>
<b>TABATHA WELCH</b>			
04/26/21	Las Margaritas	Board Meals	\$ 50.85
04/29/21	Main St Pizza	Employee Appreciation	\$ 92.80
04/30/21	Endicia	Postage	\$ 112.98
05/03/21	Indeed	HR/ Job Postings	\$ 414.35
05/03/21	Amazon	Coin and Currency Counters	\$ 650.83
05/13/21	Recess Food Truck	Meals/ Board Meeting	\$ 54.00
05/13/21	Endicia/ USPS	Postage	\$ 100.00
05/14/21	Dutch Bros	Employee Appreciation	\$ 20.00
05/14/21	Hulu	Subscription	\$ 64.99
05/17/21	Safeway	Employee Appreciation	\$ 18.97
05/17/21	Endicia	Postage	\$ 24.99
05/17/21	Tillamook Electronics	Virtual Meeting Software/Equipment	\$ 28.51
05/17/21	Tillamook Gardens	Employee Appreciation	\$ 37.50
05/17/21	Amazon	Headphones	\$ 39.98
05/18/21	Amazon Prime	Subscription	\$ 12.99
05/19/21	The Fern	Board Meals	\$ 39.45
05/20/21	Fred Meyer	Board Member Appreciation	\$ 7.50
05/24/21	Crystalplus.com	Employee Appreciation- 10 year awards	\$ 356.93
05/24/21	Marias Taqueria	Meals/ Board Meeting	\$ 50.40
05/24/21	Luminous Works	Training (Adobe)	\$ 99.00
			<b>\$ 2,277.02</b>
<b>CLAYTON NORRBOM</b>			
05/05/21	Marias Taqueria	Training Lunch	\$ 24.50
05/24/21	Grateful Bread	Training Lunch	\$ 26.40
05/24/21	MOD Pizza	PC Shuttle Setup Training/ Lunch	\$ 28.92
			<b>\$ 79.82</b>
<b>STATEMENT TRUE UP</b>			<b>\$ -</b>
<b>ADDITIONAL PAYMENT MADE</b>			<b>\$ (3,000.00)</b>
<b>Charges total</b>			<b>\$ 7,553.70</b>
<b>Grand Total</b>			<b>\$ 4,553.70</b>

APPROVAL

DATE



UMPQUA BANK

May 2021 Statement

Open Date: 04/24/2021 Closing Date: 05/25/2021



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

Cardmember Service  
BUS 30 ELN 8

1-866-552-8855  
15

<b>New Balance</b>	<b>\$4,553.70</b>
<b>Minimum Payment Due</b>	<b>\$46.00</b>
<b>Payment Due Date</b>	<b>06/22/2021</b>

<b>Reward Points</b>	
Earned This Statement	9,426
Reward Center Balance	83,877
as of 05/24/2021	
For details, see your rewards summary.	

<b>Activity Summary</b>		
Previous Balance	+	\$4,402.19
Payments	-	\$7,402.19 <sup>CR</sup>
Other Credits		\$0.00
Purchases	+	\$7,553.70
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
<b>New Balance</b>	<b>=</b>	<b>\$4,553.70</b>
<b>Past Due</b>		<b>\$0.00</b>
<b>Minimum Payment Due</b>		<b>\$46.00</b>
Credit Line		\$10,000.00
Available Credit		\$5,446.30
Days in Billing Period		32

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



UMPQUA BANK

0047985100535077900000046000004553704

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

- to pay by phone
- to change your address

000032702 01 SP 000638829326972 P Y

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



Account Number	4798 5100 5350 7790
Payment Due Date	6/22/2021
New Balance	\$4,553.70
Minimum Payment Due	\$46.00

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

Cardmember Service

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




**Visa Business Rewards Company Card**
**Rewards Center Activity as of 05/24/2021**

Rewards Center Activity*	0
Rewards Center Balance	83,877

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

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	5,683	17,853
Gas, Restaurants & Telecom Double Points	3,743	5,048
<b>Total Earned</b>	<b>9,426</b>	<b>22,901</b>

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

**Important Messages**

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

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

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

We have added Mobile Authentication and Cellular Phone Contact Policy to and made changes to the Arbitration Agreement in your account agreement. Please visit [card.myaccountaccess.com/agreementchanges](http://card.myaccountaccess.com/agreementchanges) to review. If you have any questions, call the number on the back of your card.

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

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

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
04/27	04/27	4045	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
04/30	04/29	9211	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$988.70	_____
05/03	05/03	3827	FACEBK RZMUW33QR2 650-5434800 CA	\$42.73	_____
05/03	05/01	5306	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$298.98	_____
05/10	05/07	9814	LA MEXICANA RESTAURANT TILLAMOOK OR	\$72.71	_____
05/10	05/07	6180	AMZN Mktp US*2L3YS33Y0 Amzn.com/bill WA	\$3,037.13	_____
05/21	05/20	8854	TORA SUSHI LOUNGE TILL TILLAMOOK OR	\$58.85	_____
<b>Total for Account 4798 5100 5350 7808</b>				<b>\$4,524.10</b>	

Continued on Next Page

Transactions		BOND,CATHY		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
04/26	04/23	2727	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____
04/28	04/28	6768	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
04/30	04/30	8058	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
05/05	05/04	1190	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____
05/05	05/04	6745	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____
05/06	05/05	3691	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
05/12	05/11	5617	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____
05/12	05/11	1946	LANGUAGE LINE, INC. 800-7526096 CA	\$35.55	_____
05/14	05/13	7299	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____
05/17	05/15	7960	LANGUAGE LINE, INC. 800-7526096 CA	\$43.45	_____
05/19	05/18	8367	ENDICIA 800-576-3279 CA	\$19.90	_____
05/20	05/19	4969	LANGUAGE LINE, INC. 800-7526096 CA	\$75.05	_____
05/24	05/22	9814	IRON MOUNTAIN 800-934-3453 MA	\$102.80	_____
05/24	05/23	7701	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____
<b>Total for Account 4798 5100 5351 2022</b>				<b>\$561.77</b>	

Transactions		WELCH,TABATHA		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
<b>Purchases and Other Debits</b>					
04/26	04/22	3185	SQ *LAS MARGARITAS Tillamook OR	\$50.85	_____
04/29	04/28	8080	MAIN STREET PIZZA TILLAMOOK OR	\$92.80	_____
04/30	04/29	9295	ENDICIA STORE 800-576-3279 CA	\$112.98	_____
05/03	05/01	6199	INDEED 203-564-2400 CT	\$414.35	_____
05/03	05/02	3592	AMZN Mktp US*3O6S58KA3 Amzn.com/bill WA	\$650.83	_____
05/13	05/12	4822	SQ *RECESS FOOD TRUCK gosq.com OR	\$54.00	_____
05/13	05/12	6656	USPS STAMPS ENDICIA 888-434-0055 DC	\$100.00	_____
05/14	05/13	6839	PP*TILLAMOOKDU TILLAMOOK OR	\$20.00	_____
05/14	05/13	6372	HLU*Hulu 1934589740369 HULU.COM/BILL CA	\$64.99	_____
05/17	05/14	2158	SAFEWAY #2723 TILLAMOOK OR	\$18.97	_____
05/17	05/15	2069	ENDICIA 800-576-3279 CA	\$24.99	_____
05/17	05/14	1894	TILLAMOOK ELECTRONICS TILLAMOOK OR	\$28.51	_____
05/17	05/14	8113	SQ *TILLAMOOK GARDE TILLAMOOK OR	\$37.50	_____
05/17	05/14	8433	AMZN Mktp US*2L2O51MG2 Amzn.com/bill WA	\$39.98	_____
05/18	05/17	8863	Amazon Prime*2L7GD06W2 Amzn.com/bill WA	\$12.99	_____
05/19	05/18	4298	THE FERN CAFE TILLAMOOK OR	\$39.45	_____
05/20	05/19	7471	FRED-MEYER #0377 TILLAMOOK OR	\$7.50	_____
05/24	05/23	0512	CRYSTALPLUS AWARDS 888-779-8803 CA	\$356.93	_____

Continued on Next Page



Transactions		WELCH, TABATHA			Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
05/24	05/20	6787	SQ *MARIAS TAQUERIA TILLAMOOK OR	\$50.40	_____	
05/24	05/21	2565	LUMINOUS WORKS LLC 206-3903122 WA	\$99.00	_____	
Total for Account 4798 5100 5911 4146				\$2,277.02		

Transactions		OLSON, BRENT			Credit Limit \$3000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Purchases and Other Debits</b>						
05/10	05/09	0162	COASTAL FARM & RANCH C CORNELIUS OR	\$39.99	_____	
05/17	05/15	6528	PP*SBCRECYCLE BEAVERTON OR	\$48.00	_____	
05/17	05/14	1910	TILLAMOOK ELECTRONICS TILLAMOOK OR	\$23.00	_____	
Total for Account 4798 5100 6121 2649				\$110.99		

Transactions		NORRBOM, CLAYTON			Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Purchases and Other Debits</b>						
05/05	05/04	4808	SQ *MARIAS TAQUERIA TILLAMOOK OR	\$24.50	_____	
05/24	05/21	6210	GRATEFUL BREAD BAKER PACIFIC CITY OR	\$26.40	_____	
05/24	05/20	8578	MOD PIZZA TANASBOURNE HILLSBORO OR	\$28.92	_____	
Total for Account 4798 5100 6253 5675				\$79.82		

Transactions		BILLING ACCOUNT ACTIVITY				
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
<b>Payments and Other Credits</b>						
05/11	05/11	8	PAYMENT THANK YOU	\$230.77 <sup>CR</sup>	_____	
05/11	05/11	8	PAYMENT THANK YOU	\$7,171.42 <sup>CR</sup>	_____	
Total for Account 4798 5100 5350 7790				\$7,402.19 <sup>CR</sup>		

2021 Totals Year-to-Date	
Total Fees Charged in 2021	\$0.00
Total Interest Charged in 2021	\$0.00

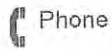
### Interest Charge Calculation

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	\$4,553.70	\$0.00	YES	\$0.00	12.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	23.99%	

### Contact Us



Phone

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



Questions

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# Tillamook County Transportation District

## MONTHLY PERFORMANCE REPORT

May 2021

### RIDERSHIP BY SERVICE TYPE

	May 2021	MAY 2020	YTD FY 20-21	YTD FY 19-20	YTD % Change
<b><u>Dial-A-Ride Service</u></b>					
Tillamook County	890	469	9,108	10,177	-10.5%
NW Rides	614	281	5,396	6,858	-21.3%
<b>Dial-A-Ride Total</b>	<b>1,504</b>	<b>750</b>	<b>14,504</b>	<b>17,035</b>	<b>-14.9%</b>

### Deviated Fixed Route Service

Rt 1: Town Loop	2,437	2,168	29,199	37,070	-21.2%
Rt 2: Netarts/Oceanside	554	348	5,303	6,899	-23.1%
Rt 3: Manzanita/Cannon Beach	2,114	1,888	21,665	29,777	-27.2%
Rt 4: Lincoln City	925	724	8,879	14,078	-36.9%
<b>Local Fixed Rt Total</b>	<b>6,030</b>	<b>5,128</b>	<b>65,046</b>	<b>87,824</b>	<b>-25.9%</b>

### Intercity Service

Rt 5: Portland	542	269	4,902	7,602	-35.5%
Rt 60X: Salem	760	231	6,805	8,970	-24.1%
Rt 70X: Grand Ronde	333	63	3,170	4,005	-20.8%
<b>Inter City Total</b>	<b>1,635</b>	<b>563</b>	<b>14,877</b>	<b>20,577</b>	<b>-27.7%</b>

### Other Services

Tripper Routes	42	11	441	969	-54.5%
Special Bus Operations	175	0	691	1,327	-47.9%
<b>Other Services Total</b>	<b>217</b>	<b>11</b>	<b>1,132</b>	<b>2,296</b>	<b>-50.7%</b>

<b>TOTAL ALL SERVICES</b>	<b>9,386</b>	<b>6,452</b>	<b>95,559</b>	<b>127,732</b>	<b>-25.2%</b>
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<b>ONE-WAY TRIPS BY USER GROUP</b>					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 20-21	FY 19-20	Change
General (18 years to 60 years of age)	4,671	241	50,746	69,032	-26.5%
Senior/Disabled	2,567	1,203	38,371	49,551	-22.6%
Child/Youth (less than 18 years of age)	643	60	6,442	9,149	-29.6%
<b>Total</b>	<b>7,882</b>	<b>1,504</b>	<b>95,559</b>	<b>127,732</b>	<b>-25.2%</b>

<b>OTHER RIDER CATEGORIES</b>					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 20-21	FY 19-20	Change
Ride Connection	101		688	778	-11.6%
Tillamook Bay Community College	130		1,510	2,099	-28.1%
NWOTA Visitor Pass	71		780	1,259	-38.0%
NW Rides		545	4,854	6,181	-21.5%
Helping Hands Shuttle		41	430	1,370	-68.6%

## MONTHLY PERFORMANCE

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

May-20	1.6	52.1%	79.05
Feb-21	1.5	50.9%	86.63
Mar-21	1.5	50.9%	86.63
Apr-21	1.5	53.1%	84.22
May-21	1.5	55.8%	85.14
<b>STANDARD</b>	<b>1.3</b>	<b>65.3%</b>	<b>56.36</b>

### Deviated Fixed Routes

May-20	5.4	7.3%	78.60
Feb-21	3.9	4.5%	88.60
Mar-21	3.9	4.6%	87.16
Apr-21	3.9	5.3%	84.64
May-21	4.0	55.0%	82.55
<b>STANDARD</b>	<b>7.0</b>	<b>12.4%</b>	<b>64.60</b>

### Intercity Services

May-20	2.1	12.5%	83.77
Feb-21	1.7	8.3%	102.56
Mar-21	1.7	8.4%	99.36
Apr-21	1.7	8.7%	97.68
May-21	1.8	9.0%	94.30
<b>STANDARD</b>	<b>2.9</b>	<b>31.5%</b>	<b>72.86</b>

### Other Services

May-20	5.4	9.3%	68.57
Feb-21	2.7	0.9%	75.91
Mar-21	2.7	1.1%	74.49
Apr-21	2.7	1.5%	72.59
May-21	2.8	1.5%	71.39
<b>STANDARD</b>	<b>6.9</b>	<b>10.7%</b>	<b>67.00</b>

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

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

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

Other Services: Trippers and Special Bus Operations

Tillamook County Transportation District  
Actual FY 2020/2021

Year-to-Date Statistics and Performance

Route/Run	Thru May 2021				6/10/2021											
	YTD Fare Revenue (\$)	YTD Passngrs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs (\$)	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngrs per Hour	Farebox Ratio	Passngr/ \$ Subsidy	Average Fare (\$)	Revenue/ Service Hour (\$)
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	33,809	9,108	3,782	4,777	71,073	45,953	170,431	10,266	68,753	295,404	78.11	2.4	11.4%	0.03	3.71	8.94
NW Rides	398,543	5,396	5,624	7,383	152,612	98,674	253,444	15,267	111,445	478,830	85.14	1.0	83.2%	0.07	73.86	70.87
Total DAR	432,352	14,504	9,405	12,160	223,685	144,627	423,875	25,534	180,198	774,234	82.32	1.5	55.8%	0.04	29.81	45.97
<u>Deviated Route</u>																
01 Town Loop	22,214	29,199	4,207	4,781	57,370	37,093	189,579	11,420	72,224	310,317	73.77	6.9	7.2%	0.10	0.76	5.28
02 Netarts/Oceanside	6,137	5,303	2,215	2,981	48,804	31,555	99,806	6,012	41,671	179,044	80.85	2.4	3.4%	0.03	1.16	2.77
03 Manzanita	29,541	21,665	6,059	6,640	157,235	101,663	273,075	16,450	118,666	509,853	84.14	3.6	5.8%	0.05	1.36	4.88
04 Lincoln City	16,315	8,879	3,875	4,591	129,978	84,039	174,617	10,519	81,653	350,828	90.55	2.3	4.7%	0.03	1.84	4.21
Total Deviated Route	74,207	65,046	16,355	18,994	393,387	254,351	737,077	44,400	314,214	1,350,042	82.55	4.0	5.5%	0.05	1.14	4.54
<u>Intercity</u>																
05 Portland	46,577	4,902	3,254	3,552	104,248	67,403	155,462	8,833	67,605	299,304	91.99	1.5	15.6%	0.02	9.50	14.32
60X Salem	18,160	6,805	3,008	3,695	121,251	78,397	143,746	8,167	67,386	297,696	98.96	2.3	6.1%	0.02	2.67	6.04
70X Grand Ronde	5,137	3,170	1,919	2,410	66,737	43,150	91,683	5,209	40,901	180,942	94.30	1.7	2.8%	0.02	1.62	2.68
Total Intercity	69,874	14,877	8,181	9,658	292,236	188,950	390,891	22,209	175,892	777,942	95.09	1.8	9.0%	0.02	4.70	8.54
<u>Other Services</u>																
Trippers	440	441	128	298	1,384	895	5,784	348	2,131	9,158	71.36	3.4	4.8%	0.05	1.00	3.43
Special Bus Operation	0	691	271	279	2,938	1,900	12,209	735	4,502	19,346	71.41	2.6	0.0%	0.04	0.00	0.00
Total Other Services	440	1,132	399	577	4,322	2,795	17,993	1,084	6,633	28,504	71.39	2.8	1.5%	0.04	0.39	1.10
<b>Total TCTD Services</b>	<b>576,873</b>	<b>95,559</b>	<b>34,341</b>	<b>41,388</b>	<b>913,630</b>	<b>590,722</b>	<b>1,569,835</b>	<b>93,227</b>	<b>676,937</b>	<b>2,930,722</b>	<b>85.34</b>	<b>2.78</b>	<b>19.7%</b>	<b>0.04</b>	<b>6.04</b>	<b>16.80</b>
										Total Mileage, Labor & Direct Cost		2,253,784		30.0%		

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

Year-Over-Year Comparison

Route/Run	Thru May 2021			Thru May 2021			Thru May 2021			Thru May 2021			Thru May 2021			
	19/20	20/21	Amount Difference	Percent Difference	19/20	20/21	Amount Difference	Percent Difference	19/20	20/21	Amount Difference	Percent Difference	19/20	20/21	Amount Difference	Percent Difference
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	30,041	33,809	3,768	12.5%	10,177	9,108	-1,069	-10.5%	3,932	3,782	-150	-3.8%	287,906	295,404	7,498	2.6%
NW Rides	416,248	398,543	-17,705	-4.3%	6,858	5,396	-1,462	-21.3%	6,912	5,624	-1,289	-18.6%	569,292	478,830	-90,462	-15.9%
Total DAR	446,289	432,352	-13,937	-3.1%	17,035	14,504	-2,531	-14.9%	10,844	9,405	-1,439	-13.3%	857,197	774,234	-82,964	-9.7%
<u>Deviated Route</u>																
01 Town Loop	25,438	22,214	-3,224	-12.7%	37,070	29,199	-7,871	-21.2%	4,194	4,207	13	0.3%	292,073	310,317	18,244	6.2%
02 Netarts/Oceanside	7,522	6,137	-1,385	-18.4%	6,899	5,303	-1,596	-23.1%	2,208	2,215	7	0.3%	169,736	179,044	9,308	5.5%
03 Manzanita	38,480	29,541	-8,939	-23.2%	29,777	21,665	-8,112	-27.2%	6,041	6,059	18	0.3%	484,490	509,853	25,363	5.2%
04 Lincoln City	21,541	16,315	-5,226	-24.3%	14,078	8,879	-5,199	-36.9%	3,863	3,875	12	0.3%	335,275	350,828	15,553	4.6%
Total Local Fixed Route	92,981	74,207	-18,774	-20.2%	87,824	65,046	-22,778	-25.9%	16,306	16,355	50	0.3%	1,281,575	1,350,042	68,467	5.3%
<u>Intercity</u>																
05 Portland	71,001	46,577	-24,424	-34.4%	7,602	4,902	-2,700	-35.5%	3,244	3,254	10	0.3%	277,343	299,304	21,961	7.9%
60X Salem	24,437	18,160	-6,277	-25.7%	8,970	6,805	-2,165	-24.1%	2,950	3,008	58	2.0%	274,618	297,696	23,079	8.4%
70X Grand Ronde	5,710	5,137	-573	-10.0%	4,005	3,170	-835	-20.8%	3,482	1,919	-1,564	-44.9%	258,584	180,942	-77,642	-30.0%
Total Intercity	101,148	69,874	-31,274	-30.9%	20,577	14,877	-5,700	-27.7%	9,676	8,181	-1,495	-15.5%	810,544	777,942	-32,602	-4.0%
<u>Other Services</u>																
Trippers	664	440	-224	-33.7%	969	441	-528	-54.5%	150	128	-22	-14.3%	10,018	9,158	-860	-8.6%
Special Bus Operation	2,040	0	-2,040	-100.0%	1,327	691	-636	-47.9%	273	271	-2	-0.7%	18,968	19,346	377	2.0%
Total Other Services	2,704	440	-2,264	-83.7%	2,296	1,132	-1,164	-50.7%	423	399	-23	-5.6%	28,986	28,504	-482	-1.7%
<b>Total TCTD Services</b>	<b>643,122</b>	<b>576,873</b>	<b>-66,249</b>	<b>-10.3%</b>	<b>127,732</b>	<b>95,559</b>	<b>-32,173</b>	<b>-25.2%</b>	<b>37,249</b>	<b>34,341</b>	<b>-2,908</b>	<b>-7.8%</b>	<b>2,978,302</b>	<b>2,930,722</b>	<b>-47,581</b>	<b>-1.6%</b>

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

Year to Date Performance Comparison

Route/Run	Thru May 2021			Thru May 2021			Thru May 2021			Thru May 2021						
	19/20	20/21	Amount/Diff	Percent Diff	19/20	20/21	Amount/Diff	Percent Diff	19/20	20/21	Amount/Diff	Percent Diff				
Dial-A-Ride Service																
Dial-A-Ride	73.22	78.11	4.89	6.7%	2.6	2.4	-0.2	-7.0%	10.4%	11.4%	1.0%	9.7%	2.95	3.71	0.76	25.8%
NW Rides	82.36	85.14	2.79	3.4%	1.0	1.0	0.0	-3.3%	73.1%	83.2%	10.1%	13.8%	60.70	73.86	13.16	21.7%
Total DAR	79.05	82.32	3.27	4.1%	1.6	1.5	0.0	-1.8%	52.1%	55.8%	3.8%	7.3%	26.20	29.81	3.61	13.8%
Deviated Route																
01 Town Loop	69.64	73.77	4.13	5.9%	8.8	6.9	-1.9	-21.5%	8.7%	7.2%	-1.6%	-17.8%	0.69	0.76	0.07	10.9%
02 Netaris/Oceanside	76.88	80.85	3.97	5.2%	3.1	2.4	-0.7	-23.4%	4.4%	3.4%	-1.0%	-22.7%	1.09	1.16	0.07	6.1%
03 Manzanita	80.20	84.14	3.94	4.9%	4.9	3.6	-1.4	-27.5%	7.9%	5.8%	-2.1%	-27.0%	1.29	1.36	0.07	5.5%
04 Lincoln City	86.80	90.55	3.75	4.3%	3.6	2.3	-1.4	-37.1%	6.4%	4.7%	-1.8%	-27.6%	1.53	1.84	0.31	20.1%
Total Deviated Route	78.60	82.55	3.95	5.0%	5.4	4.0	-1.4	-26.2%	7.3%	5.5%	-1.8%	-24.2%	1.06	1.14	0.08	7.8%
Intercity																
05 Portland	85.50	91.99	6.49	7.6%	2.3	1.5	-0.8	-35.7%	25.6%	15.6%	-10.0%	-39.2%	9.34	9.50	0.16	1.7%
60X Salem	93.09	98.96	5.86	6.3%	3.0	2.3	-0.8	-25.6%	8.9%	6.1%	-2.8%	-31.4%	2.72	2.67	-0.06	-2.0%
70X Grand Ronde	74.25	94.30	20.05	27.0%	1.2	1.7	0.5	43.7%	2.2%	2.8%	0.6%	28.6%	1.43	1.62	0.19	13.7%
Total Intercity	83.77	95.09	11.33	13.5%	2.1	1.8	-0.3	-14.5%	12.5%	9.0%	-3.5%	-28.0%	4.92	4.70	-0.22	-4.5%
Other Services																
Trippers	66.87	71.36	4.48	6.7%	6.5	3.4	-3.0	-46.9%	6.6%	4.8%	-1.8%	-27.5%	0.69	1.00	0.31	45.6%
Special Bus Operation	69.51	71.41	1.91	2.7%	4.9	2.6	-2.3	-47.5%	10.8%	0.0%	-10.8%	-100.0%	1.54	0.00	-1.54	-100.0%
Total Other Services	68.57	71.39	2.82	4.1%	5.4	2.8	-2.6	-47.8%	9.3%	1.5%	-7.8%	-83.5%	1.18	0.39	-0.79	-67.0%
Total Other Services	79.96	85.34	5.39	6.7%	3.4	2.8	-0.6	-18.9%	21.6%	19.7%	-1.9%	-8.8%	5.03	6.04	1.00	19.9%

Comparison FY19/20 to FY 20/21	YTD Through May 2021		
	19/20	20/21	Percent Difference
Mileage	953,927	913,630	(40,296) -4.2%
Mileage Based Costs	623,018	590,722	(32,296) -5.2%
Hourly Based Costs	1,634,312	1,569,835	(64,477) -3.9%
Direct Costs	720,972	676,937	(44,035) -6.1%
Overhead Costs			
Total Costs	2,978,302	2,837,495	(140,808) -4.7%

Special Bus Operation Calculation Cost		Cost per mile calculation:	
Actual	Plus	10% Actual	Hourly Rate Calculation:
Minivan	45.8%	Hourly Rate	Actual Hourly Rate
Small Bus	Overhead	Plus Direct Costs	Plus Direct Costs
Coach	Profit	Hourly Rate	Hourly Rate
		Plus Overhead	Plus Overhead
		Hourly Rate	Hourly Rate
		Plus Profit	Plus Profit
		10.0%	10.0%
		\$	\$
		37.93	37.93
		3.2%	3.2%
		39.14	39.14
		30.0%	30.0%
		50.89	50.89
		55.98	55.98

# nwCONNECTOR

Coordinating Committee **Zoom Meeting**  
 June 18, 2021  
 Tillamook County Transportation District  
 3600 3<sup>rd</sup> St  
 Tillamook, OR  
 10:00 am—12:00 pm

Join Zoom Meeting:  
<https://us02web.zoom.us/j/84555318692>  
**1 253 215 8782**  
**Meeting ID: 845 5531 8692**

## Agenda

10:00— 10:05a	1. Introductions. Welcome to Sarah Lu Heath.	Doug Pilant
10:05— 10:30a	2. Consent Calendar ( <b>Action Items</b> ) <ul style="list-style-type: none"> <li>▪ May 14, 2021 Meeting Minutes (<b>Attached</b>)</li> <li>▪ May 2021 Financial Report (<b>Attached</b>)</li> <li>▪ Ridership Tracking</li> <li>▪ NWConnector Performance Measures Update</li> </ul>	Doug Pilant/All
10:30— 11:00a	3. NWOTA Standing Items <ul style="list-style-type: none"> <li>▪ Marketing:                     <ul style="list-style-type: none"> <li>– Visitor Pass/Information Card Update</li> <li>– Facebook Statistics</li> </ul> </li> <li>📌 Website                     <ul style="list-style-type: none"> <li>– Trip Planner Update</li> </ul> </li> </ul>	Mary Mc Trillium  Trillium
11:00— 11:15a	4. GermFogger Contract and Supplies Update	Doug Pilant/All
11:15— 11:30a	5. Bus Stop Grant Update	Doug Pilant/All
11:30— 12:00a	6. Other Business and Member Updates	Doug Pilant/All

### Attachments:

May 14, 2021 Meeting Minutes  
 May Financial Report

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

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



NW Oregon Transit Alliance (NWOTA)  
Coordinating Committee Meeting Minutes (via Zoom)  
May 14, 2021  
Tillamook County Transportation District  
Tillamook, OR

1. Introductions: Doug Pilant, Coordinating Committee Chair, opened the meeting and introduced Shannon Wakeman, TCTD's new Administrative Assistant. Other meeting attendees included:
  - Brad Dillingham—Benton Area Transit
  - Jeff Hazen—Sunset Empire Transportation District
  - Doug Pilant—Tillamook County Transportation District
  - Cynda Bruce—Lincoln County Transit
  - John Dreeszen—Columbia County Rider
  - Arla Miller, Ken Shonkwiler—ODOT
  - Juliet Eldred—Trillium Transit
  - Ayreann Colombo, Mary McArthur—Col-Pac EDD
2. Consent Calendar: Unanimously approved. (JD/CB)
  - April 16, 2021 Meeting Minutes—Amendments included adding John Dreeszen to the list of attendees and fixing two types: Lincoln County Transit and in the write up of the Travel Studio, "capacity is a big concern."
  - April 2021 Financial Report—Changes: Receipt of \$9,000 in partner contributions. Doug reported that the TCTD budget committee had reviewed the NWOTA proposed 2021—2022 budget. While they asked about the increase in website maintenance, the committee liked what the website is doing to improve regional transit, and they were okay with the one-year website increase.
  - Ridership Performance Report—April numbers really starting to bounce back. Coast to Valley Express is one of the few to suspend service. All routes are showing an increase from the prior month. Last couple of weeks, starting to see a large increase in the number of riders coming off Amtrak.
  - Calculating Average Passenger Miles Progress—(See below) Work session was held later in the meeting.
3. NWOTA Standing Items:
  - Visitor Pass/Information Card—Printing will be done next week. Deliver by bus, or Mary can deliver. Mary and Doug will coordinate. Doug sent out the information on a vender that makes card holder rack information—Morris Colville. High Tech Plastics.
  - Website—Pay for advertising on Facebook is bringing in more followers. 252 new page followers, total 658 which is a big jump over last month. Best response was to the NWConnector best ad, the NWConnector website ad had the second highest number of likes/followers. She will send out the Facebook stats to the all the partners. Juliet is continuing to work on developing opportunities for encouraging use of the NWConnector when going to visitor destinations and/or events. Looking to find more events and museums. She has been talking to Nan Devlin, the Transit Coordinator at OSU, following up with the Oregon Coast Aquarium, and festivals (Seaside).  
  
Benton Area Transit rewrapping of their buses will make a good Facebook post as will a video showing the use of sanitation equipment on NWConnector buses.

Tillamook has been coordinating with Nan Devlin as she works with small to medium size lodging in Manzanita, Rockaway Beach and Pacific City on a promotion to provide incentives to visitors arriving by bus. Tillamook is also expanding the Pacific City shuttle to 30 minute service. Want a plan for visitors to know where the shuttle parking locations are.

Mary will connect Juliet to Ken Shonkwiler regarding connecting parking lots to TripCheck.

#### 4. GermFogger Proposal for Disinfecting Equipment

Since coming up under budget, partners are looking at adding more slings. One per vehicle would be ideal. Funding is a \$187,000 no match grant. Grant contract deadline was extended to September 30<sup>th</sup>, plus are now also able include sanitation supplies. NWOTA will shop around for the best pricing on Simple Green solutions. Partners want the fine-size nozzles and will get back to Mary by Monday on a changes in the amount/type of equipment on the GermFogger equipment spreadsheet and find out from Thad if everyone has the correct number of accessories. The goal is to get a sales contract for next week's TCTD board meeting to approve.

#### 5. Calculating Average Passenger Miles Workshop

Doug emailed out and went through the FTA 2710-1A Sampling Procedures manual which gives ideas on how to do passenger miles sampling. He also emailed out and reviewed the spreadsheets his surveyors use to collect the data and the formulas for calculating average passenger miles. Collection of the data will identify where passengers are boarding buses and help with siting bus stops.

#### 6. Other Business and Partner Updates

- Lincoln County—In the process of union negotiations. First Student is offering \$4,500 signing bonuses. Will look at trying to get more money for drivers. July 1<sup>st</sup> phasing in expanded service on Coast to Valley, once can find the drivers. Having to pay up to \$18/hour and large signing bonuses. Working with the City of Waldport on the new city loop and on the new bus stop. Working on some changes to the Coast to Valley route. Hatfield Marine Science Center will not be building its new dorm facility, which will mean more student round-trips from Corvallis. Had first budget hearing, with a June finalization.
- CCR—Presented budget to Budget Committee on Tuesday. Went well. Will be receiving 6 new buses as older buses need maintenance. Getting everyone on board with Ecolane, with a phased implementation. Had some hiring issues as well. Started public process for fare changes. Portland service is slowly picking up. Dial-A-Ride is also going well.
- SETD—Budget meeting is next Monday. New buses are now not going to arrive until July, next fiscal year. Jeff is on National Bus Rodeo planning committee for November CTA conference. Looking to sign up bus drivers and judges. Going to implementing Summer route schedules starting July 1<sup>st</sup>. Just took delivery of 4 new bus shelters. Have received a grant for supervisor vehicles which will be all electric.
- Tillamook—Having Board elections. Have PC shuttle going. Working on fare analysis. Second reading next week. Eliminate Dial-A-Ride zones, give people more mobility. Working with providers to use Ecolane for scheduling Dial-A-Rides. Also good for Medicaid program. Excited to have Shannon on board. Operations Superintendent is leaving to go to Tri-Met. Set to have budget approved in June, no changes out of the budget committee. Trying to take delivery of buses, but still finding manufacturing issues.
- ODOT—Arla sent out a Zoom invite for the new bus stop funding requirements. OTC gaveled down on \$233 million funding for transit. A lot of individual contracts need to be completed.

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

## Tillamook County Transportation District

### Financial Statement

From 5/1/2021 Through 5/31/2021

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
<b>Resources</b>						
Working Capital	0.00	0.00	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	1,500.00	12,000.00	42,000.00	42,000.00	0.00	100.00%
Transfer From General Fund	0.00	0.00	12,000.00	12,000.00	0.00	100.00%
Transfer from STIF Fund	0.00	0.00	86,255.00	64,000.00	22,255.00	134.77%
<b>Total Resources</b>	<b>1,500.00</b>	<b>12,000.00</b>	<b>140,255.00</b>	<b>198,000.00</b>	<b>(57,745.00)</b>	<b>70.84%</b>
<b>Expenses</b>						
<b>Materials and Services</b>						
Professional Services	0.00	437.50	227.20	5,250.00	5,022.80	4.32%
Administrative Support	0.00	2,083.33	15,904.84	25,000.00	9,095.16	63.61%
Website Maintenance	0.00	625.00	6,500.00	7,500.00	1,000.00	86.66%
Marketing	3,969.00	2,916.67	7,380.00	35,000.00	27,620.00	21.08%
Website Re-Design	38,642.76	6,250.00	66,498.76	75,000.00	8,501.24	88.66%
Transit Access Project	0.00	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%
<b>Total Materials and Services</b>	<b>42,611.76</b>	<b>12,729.17</b>	<b>98,998.63</b>	<b>152,750.00</b>	<b>53,751.37</b>	<b>64.81%</b>
<b>Transfers</b>						
Transfer to General Fund	0.00	0.00	3,000.00	3,000.00	0.00	100.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	42,250.00	42,250.00	0.00%
<b>Total Transfers</b>	<b>0.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>45,250.00</b>	<b>42,250.00</b>	<b>6.63%</b>
<b>Total Expenses</b>	<b>42,611.76</b>	<b>12,729.17</b>	<b>101,998.63</b>	<b>198,000.00</b>	<b>96,001.37</b>	<b>51.51%</b>

**Tillamook County Transportation District**  
FY 2021-2022 TCTD Budget Committee Meeting  
Wednesday, May 12, 2021- 6:00PM  
Transportation Building  
3600 Third Street, Tillamook, OR  
**Meeting Minutes**



**1. Call to Order:**

Committee Chair Marty Holm called the meeting to order at 6:03PM

**2. Roll Call:**

Budget Committee Members Present:

Jim Huffman, Linda Adler, Gary Hanenkrat, Marty Holm, Jackie Edwards, Mis Carlson-Swanson, Pat Ryan, Chris Kell, Ron Rush, Carole McAndrew, Deborah Van Wickle

TCTD Staff Members Present:

General Manager Doug Pilant, Budget Officer/Finance Supervisor Tabatha Welch, NW Brokerage Manager Cathy Bond, Office Assistant Brandy Leamon, Administrative Assistant/Board Clerk Shannon Wakeman

Committee Members Absent:

Judy Riggs, Bill Hatton, Robin Taylor

Guests:

Mary Johnson, Rockaway Beach

**3. Election of TCTD Budget Committee Chair for FY 2021-2022:**

**Motion** by Committee Member Jim Huffman to appoint Marty Holm as Budget Committee chair for FY 2021-2022. *Motion Seconded* by Committee Member Linda Adler. Committee Chair Marty Holm called for further discussion; followed by none, he called for the vote.

**Motion Passed Unanimously**

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

Committee Chair Marty Holm read the budget officer's message for FY 2021-2022 into the record.

**5. Line-by-line discussion of the FY 2021-2022 budget by fund:**

(1B) LB20- General Fund Resources

No discussion.

(2B) LB30A TCTD Administration- General Fund

Committee Member Linda Adler asked why line 11, planning, increased from \$30,000 to \$130,000. General Manager Doug Pilant explained the District is receiving planning grants (STIF, 5311F, 5305) for the next biennium. All the

planning grant funds are budgeted for the coming fiscal year. Whatever is not exhausted in FY 21-22 will roll over to the following budget year. Committee Member Pat Ryan asked about the 19% increase in Administration payroll expense (line 1). Finance Supervisor Tabatha Welch explained the District is now fully staffed with an office assistant and an administrative assistant, and that the increase reflects that. Committee Member Linda Adler asked if increase in dispatch staff is also the reason for the increase in dispatch payroll (from page 3B: LB-30A TCTD Operations-General Fund, line 2). General Manager Doug Pilant responded yes.

(3B) LB-30A TCTD Operations- General Fund

Committee Member Pat Ryan asked if the increase in the Workers Comp Insurance expense (line 8) was due to an increase in industry cost. Finance Supervisor Tabatha Welch responded that the increase in the expense was due to a rate increase, increased driver hours, and a reconfiguration of where we assign staff in this expense.

(4B) LB-30A TCTD Maintenance- General Fund

No discussion.

(5B) LB-30A TCTD Volunteers- General Fund

No questions. Finance Supervisor Tabatha Welch explained that \$3,000 was allocated for volunteers, but the expense has been moved to Department 002: Operations and is reflected there.

(6B) LB-30B Requirements Not Allocated- General Fund

Committee Member Linda Adler asked why line 12 has \$12,000 allocated for office equipment/ergonomic. Finance Supervisor Tabatha Welch explained there is a grant to renovate the dispatch office areas and this reflects office equipment purchases, such as desks and other large items. Committee Member Linda Adler asked why line 12- Other Capital Projects- is so large and keeps growing. Finance Supervisor Tabatha Welch explained the District's budget has increased grant revenue to purchase capital outlay and vehicles purchases. Committee Member Linda Adler commented that she wasn't sure it should be considered non-allocated funds. Committee Member Ron Rush asked if line 21, Unappropriated Ending Fund Balance, is so large partly due to COVID-19 funds received. General Manager Doug Pilant responded yes, that ODOT made additional COVID-19 funds available last minute and was plugged in to contingencies along with \$400,000 being set aside for capital reserves. Committee Member Ron Rush commended the district on the contingency funds in these uncertain times. General Manager Doug Pilant thanked him and responded that ODOT also wants contingency built to prepare for future uncertainty. Finance Supervisor Tabatha Welch added that it has been several years since the District was able to allocate monies to contingency reserves. General Manager Doug Pilant said that due to COVID-19 last year, \$200,000 didn't get put in the reserve to keep it accessible and since it wasn't used is being included in this year's \$400,000 transfer.

(7B) LB-11 Property Management- Enterprise Fund

Committee Member Linda Adler asked if the repairs to the HVAC system will be an expense in the FY 21-22 budget. General Manager Doug Pilant responded the current plan is to reflect this expense in the FY 20-21 budget.

(8B) LB-11 Capital Reserve Fund

No discussion.

(9B) LB-11 Vehicle Purchase Reserve

No discussion.

(10B) LB-11 Bus Wash Maintenance Reserve

No discussion.

(11B) LB-10 Special Transportation Fund

Committee Member Linda Adler asked if the District could give more money to Marie Mills since no one else is applying for the funds. General Manager Doug Pilant responded that each biennium the District conducts an application solicitation process that gives eligible community organizations an opportunity to apply for this funding. This amount is what was requested.

(12B) LB-10 Northwest Oregon Transit Alliance- Special Fund

Committee Member Jim Huffman asked if line 12, Administrative Support, covered all of Mary McArthur's work, as the hidden jewel of NWOTA. General Manager Doug Pilant responded yes. Committee Member Jim Huffman said to thank Mary for her work on behalf of the TCTD Board Chair. Committee Chair Marty Holm asked if line 22, Transfer to GF-TCTD Administration, should be increased from \$3,000, as it seems low. General Manager Doug Pilant said this was mainly to cover finance and grant management expenses and the District will look into it. This figure mostly reflects Finance Supervisor Tabatha Welch's time for record keeping, but that the District could do a time study and request additional funds if it is warranted. Committee Member Pat Ryan asked about the significant increase for line 13, Website Maintenance - Trillium. General Manager Doug Pilant explained that this year the District moved from Google Transit to Open Street Map, which is the GPS platform being used by UPS, FedEx and Amazon Prime. This service will be more helpful for advanced trip planning for people coming from out of the area. The District is also using the service for further upgrades such as the ability to program footpaths and shorter walking routes to bus stops which will enable more people to find transit services accessible. General Manager Doug Pilant also explained that the District adopted GTF Flex, which allows people using transit from far away to see demand response services, addressing first mile and last mile needs for people traveling with luggage, for example, as published bus routes do not always meet these needs. General Manager Doug Pilant also added that the District has a contract with Trillium, who manages the State of Oregon GTFS. The District had hoped to have already moved to a new website provider, but that the current contract will remain in place for an additional 6-8 months. ODOT was unsuccessful

in getting FTA grant to move whole state to system the District is already on (California received the grant), meaning the District will absorb \$6,000 in uncovered cost until ODOT comes up with a new plan. Committee Member Jim Huffman asked what GTF Flex is. General Manager Doug Pilant explained it is a system Trillium Transit developed with the State of Vermont to allow trip planning throughout that state. GTFS Flex allows transit users to see online what demand response services are available. This makes transit services more usable. Google Transit only shows fixed route services. Committee Member Pat Ryan said he appreciates GM Doug's comprehensive answer about how the District is focused on putting the needs of the customers first, and that he hopes the District becomes the "avant-garde" for Trillium implementation. General Manager Doug Pilant thanked him and responded that the District has been working towards learning how to use technology to better interface with the customers and make using transit services easier. Committee Member Linda Adler asked about the amount of transfers under Capital for bus shelters and other capital projects, and asked about a bus shelter in Pacific City. General Manager Doug Pilant responded that NWOTA has a Plan to design and construct 24 stops throughout the 5-county region. These three stops were selected because they best met the grant criterion. This project includes a proposed Pacific City bus stop located on Alder across from Pelican Pub. The total grant request was for more than \$700,000 and the cost for the bus stop in Pacific City cost roughly \$200,000 of that. Committee Member Linda Adler asked if the funds were being used to upgrade an existing stop. General Manager Doug Pilant responded that these funds are being used to upgrade the existing transportation facility with a stop, sidewalk, and a shelter. Committee Member Linda Adler asked if the District can expand routes to meet the rest of the county. General Manager Doug Pilant responded the District is always looking for ways to expand routes when planning.

#### (13B) LB-10 NW Rides- Special Fund

Committee Member Jim Huffman asked if Columbia and Clatsop Counties use a lot of volunteer drivers, as line 29, Volunteer Mileage Reimbursement, is a large number. General Manager Doug Pilant explained these volunteers are used by NW Rides to transport people to out of area long distant locations. They only provide a small percent of the service and are the lowest cost option. Committee Member Linda Adler asked if people not on Medicaid can use the service. NW Brokerage Manager Cathy Bond responded no, that only Columbia Pacific CCO members can use the ride fund.

#### (14B) LB-10 Statewide Transit Improvement Fund

Committee Member Jim Huffman asked what the difference between the funds that Marie Mills gets and the funds that CARE gets here (line 6) are, and if they are separate funds. General Manager Doug Pilant explained that this year the District chose to fund the CARE low income bus program under STIF to simplify administration of the program. Committee Member Ron Rush, who works at Marie Mills INC, added that Marie Mills gets a grant for transportation and supplements CARE's discount bus pass program.

Committee Chair Marty Holm thanked Finance Supervisor Tabatha Welch for the presentation of the budget, and everyone for their comments and participation. He said given the current environment and its limits that this is an excellent budget. He asked for any other questions before moving on, and there were none.

**6. Approval of the TCTD FY 2021-2022 budget as presented or amended:**

Committee Member Ron Rush abstained from voting, explaining that Marie Mills INC receives funding from the proposed budget, but that he supports the budget as presented wholeheartedly.

**MOTION** by Committee Member Pat Ryan to approve the FY 2021-2022 Tillamook County Transportation District budget as presented and send it to the Tillamook County Transportation District Board of Directors for a public Budget Hearing.

*Motion seconded* by Committee Member Jim Huffman. Committee Chair Marty Holm called for further discussion, followed by none. He then called for a vote.

**MOTION PASSED UNANIMOUSLY**

Ron Rush abstained

**MOTION** by Committee Member Chris Kell that the Tillamook County Transportation District Budget Committee approves the 2021-2022 fiscal year budget in the amount of \$16,794, 930.00. *Motion seconded* by Committee Member Pat Ryan. Committee Chair Marty Holm called for further discussion, followed by none. He then called for a vote.

**MOTION PASSED UNANIMOUSLY**

**MOTION** by Committee Member Jim Huffman that the Tillamook County Transportation District Budget Committee approves taxes for the 2021-2022 fiscal year at the rate of \$0.20 per \$1,000 of assessed value for operating purposes in the General Fund. *Motion seconded* by Committee Member Jackie Edwards. Committee Chair Marty Holm called for further discussion, followed by none. He then called for a vote.

**MOTION PASSED UNANIMOUSLY**

**7. Committee Member Comments/ Concerns**

Committee Member Chris Kell applauded Finance Supervisor Tabatha Welch on one of the best, most clear budget presentations she's seen.

Committee Member Pat Ryan applauded General Manager Doug Pilant for his in-depth responses, and the District staff's knowledge and attention to detail.

Committee Member Jim Huffman and General Manager Doug Pilant thanked Committee Member Pat Ryan for serving on the TCTD budget committee for so long.

Committee Chair Marty Holm thanked everyone for their support of the committee.

Committee Member Linda Adler thanked General Manager Doug Pilant and Finance Supervisor Tabatha Welch for all their work.

**UPCOMING EVENTS**

None

**8. Adjournment:**

Committee Chair Marty Holm adjourned the meeting at 7:19PM.

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These minutes approved on this 17<sup>th</sup> day of June, 2021.

Attest:

\_\_\_\_\_  
James Huffman, Board Chair

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

**Tillamook County Transportation District**  
Board of Directors Regular Monthly Meeting  
Thursday, May 20, 2021 – 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 6:01pm

2. Pledge of Allegiance

3. Roll Call:

**Present**

**TCTD Board of Directors (all Directors attended virtually)**

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

**TCTD Staff**

Doug Pilant, General Manager (in person)  
Brent Olson, Superintendent (in person)  
Tabatha Welch, Finance Supervisor (in person)  
Cathy Bond, NW Rides Brokerage Manager (in person)  
Shannon Wakeman, Admin Assistant/ Board Clerk (in person)

**Absent**

Judy Riggs, Director

**Guest**

Arla Miller, ODOT Regional Transit Coordinator  
Kathy Kleczek, NW Transportation Options  
Larry Stevens, Public at Large  
Dee Cherry, Public at Large  
Mary Johnson, Public at Large

4. Announcements and Changes to Agenda:

a. Revised Agenda was distributed.

5. Public & Guest Comments:

a) Kathy Kleczek (from SETD) reminded everyone that May is bike month and encouraged riding your bike. She also complimented the District's transition to Zoom for public meetings.

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

- b) Dee Cherry joined to express her concern and dissatisfaction with The District over the experience she and her father, Pat Patterson, have had when trying, unsuccessfully, to use Dial-A-Ride services. She expressed that GM Doug Pilant's response was inappropriate. Director Adler extended her apologies to Ms. Cherry on behalf of the board. GM Pilant expressed his sincere apologies and assured Ms. Cherry the matter would be looked into further.

6. Executive Session: None

7. Public Hearing opened at 6:12pm for the Second Reading of Ordinance #21-02: Establishing TCTD Fare Zones; Fare Categories; and an Effective Date. The following comments were received from current board members:

- a. Director Adler asked if there was a way to cap DAR fares, especially for people living in the extreme North or South of the county. GM Pilant explained that DAR services are currently limited to one travel zone. The DAR one zone travel problem has been under analysis since 2013. A Board subcommittee consisting of Jack Graves, Marty Holm and Doug Pilant recommended implementation of a mileage-based fare system to eliminate zones when technology is available to facilitate a mileage-based fare system. TCTD implemented Ecolane scheduling and dispatching software technology in 2018 and began a comprehensive fare analysis in August 2020. The fare analysis consisted of a public outreach effort that included two focus groups, a rider survey, stakeholder meetings, employee surveys and two reports to the Board. The District's "Long Range Transit Development Plan" (LRTDP) goal is to achieve 15% farebox recovery. The proposed Fare Policy Plan's fare pricing strategy achieves that objective. Director Adler expressed her concern that the new fare structure may still represent a price increase for North and South County residents. GM Pilant explained the District only offers \$12.50 multi-zone trips for medical purposes and the proposed fare policy eliminates the zones so people can use DAR for other trips purposes. The mileage-based fare provides equity to all riders. The District will offer a \$2 base fare for reduced rate and senior riders, plus \$0.50 per mile after the first five miles. The new DAR fare policy will result in a new service offering from the District. As we move forward, we'll be closely monitoring the results and determine if this is the appropriate pricing structure for this new service. Removing zones and keeping the same fare system would overwhelm the District's capabilities to provide DAR service. Director Hanenkrat asked if DAR service will provide transport from a customer's location to catch regular bus service. GM Pilant explained that is correct. The District's proposal maintains free transfers onto the nearest fixed route bus. The new policy will enable customers to have the option to purchase a day pass for \$3 or pay \$1 per trip, and they will only pay the fare when they board a bus. The service will be available to anyone in any zone.

Public comments closed at 6:32pm.

**REPORTS**

8. Financial Report: GM Pilant reviewed the April 2021 financial reports. The District has completed 83% of the fiscal year. GM Doug Pilant reported he was concerned that YTD STIF revenues received were trending at 77%.
9. Service Measure Performance Report: GM Pilant provided overview of YTD operations performance measures. YTD ridership has increased 85% from last year, probably due to first month of stay-at-home order in 2020. YTD is still below average and down 29% on year but starting to see improvement due to increasing ridership during month of April. Board Chair Huffman asked what the timeline was for opening bus capacity back up to 100%. GM Pilant responded that we haven't received guidance on when that will be possible and bus capacity is still limited to 50%.
10. Northwest Oregon Transit Alliance: GM Pilant reviewed the NWOTA meeting agenda, minutes, and finance report with the board. The Coordinating Committee finalized marketing materials and planned for printing and distribution. GM Pilant also reported that he led a workshop to teach partners on how to calculate passenger miles, so they can calculate reduced carbon emissions and reduced fuel. ODOT STIF Discretionary applications have been requesting this information and NWOTA is planning to be better prepared for the next round of applications to have this information. Also discussed finalizing bus sanitization purchasing. Received final pricing today, so included in revised agenda for approval in today's meeting.
11. Planning & Development:
  - a. Fare Policy: GM Pilant reiterated The District's commitment to serving the residents of South County, following a prior conversation with County Commissioner Yamamoto. The proposed fare policy on the agenda recaps many months of dedicated work with expanded customer service as the priority. He again extended apologies to Ms. Cherry and her family.
  - b. Deviated Fixed Route/ADA Fare Policy – No report
  - c. Champion Park Apartments : The service agreement has been fully executed and the design project is expected to begin soon.
12. Grant Funding:
  - a. GM Pilant explained that the OR Transportation commission approved public transit division grants, so now ODOT staff is busy getting agreements ready. He expects to have several grant agreements at June board meeting.
13. Facility/Property Management:
  - a. HVAC System: GM Pilant determined a sealant would not compromise the warranty. There are no other warranties available as a rider to protect against environmental issues such as what caused the failure. He also had a conversation with DEQ, they did request digester records from the digester across street and are studying it for compliance; DEQ is working with Department of Agriculture to do measurements on manure decomposition that results in ammonia being released into the atmosphere. The combination of ammonia and salt air is what caused the corrosion. GM Pilant did turn in an

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insurance claim to see if there's a possibility this will can be covered by insurance. JNB Mechanical reported they are expecting the new compressors to be shipped in early June.

- b. Downtown Transit Center: Coordinating with the city and a notary to get easement documents signed and get easement documents to the title company to finish the transaction.
- c. Propane Fueling Facility: Contract has been executed. Blue star gas has ordered tanks and canopy. Steel is in short supply, so at mercy of steel shortages and supply chain disruptions.

#### 14. NW Ride Brokerage:

- a. Notices out to cancel BPAs have been sent out. Agenda item to approve Columbia County as a licensed user and to share cost of license.
- b. Rural Veterans Transportation Grant provided 8 rides to Veterans during the month of April. NW Rides Brokerage Manager Bond added that The District provided reimbursement for 20 additional trips in April.

#### 15. Miscellaneous- None

Director Adler asked the District to consider direct mailing/postcards in South County to increase resident's awareness of DAR services. Thanked GM Pilant for his work on the fare policy and asked if there was a standard procedure to handle letters from the public. GM Pilant replied there isn't a process and explained this is his first time receiving a letter that was sent directly to a board member. TCTD has only received a couple of letters of this type in the last 9+ years. Director Adler said his recent letter in response to Pat Patterson was used during the campaign to attack board candidate Mary Johnson during the recent election.

### **CONSENT CALENDAR**

16. Motion to Approve the Minutes of the April 22, 2021 Regular Board Meeting
17. Motion to Accept Financial and Operations Reports: April 2021
18. Motion to Amend the Revised Transportation Advisory Committee (TAC) Bylaws

GM Pilant explained the Transportation Advisory Committee (TAC) Bylaws are ready to be amended. The completed revisions included removal of STIF responsibilities, the remaining Benton County verbiage, ensured the definition of Low-Income Households meets STIF ORS/OAR intent, and ensure the bylaws comply with the TCTD Title VI policy. The TAC has four member's terms expiring soon and the District needs to begin recruitment to fill the vacancies, which will begin after Bylaws have been amended.

Director Adler said she wanted to include a termination of committee membership provision in the bylaws, because of derogatory remarks made to or about sitting board members. GM Pilant responded this would require a more in-depth discussion that should take place outside of a board meeting in a work group/committee setting. GM Pilant explained the bylaws allow the Board to amend the bylaws at any time in the future. GM Pilant said its necessary to amend the bylaws to move forward with the recruitment of committee members to fill vacancies. Director Adler asked for a committee application to

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forward to her friends. GM Pilant explained the District will be advertising for members and the application will be uploaded to the District's website after the bylaws are amended.

Board Chair Huffman requested a motion to have items 17 and 18 to be tabled to allow more time for review. Director Holm expressed his opinion these items should be passed as presented and explained the bylaws can be amended, as needed, at a later date. Board Chair Huffman then asked for a motion to approve the consent agenda as presented.

**Motion** by Director Holm to adopt the consent calendar as presented. *Motion Secoded* 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.

**ACTION ITEMS**

19. Motion to Adopt Ordinance #21-02 In the Matter of Establishing Fare Zones, Fare Categories, Rates, and Establishing an Effective Date of July 1, 2021.

GM Pilant explained the Motion to the board. Director Adler asked if it would be possible to expand the bus route in Pacific City for more stops. GM Pilant responded that it isn't possible right now because Tillamook County requested the current expansion and is funding that portion.

**Motion** by Director Holm to Approve Ordinance #21-02 In the Matter of Establishing Fare Zones, Fare Categories, Rates, and Establishing an Effective Date of July 1, 2021. *Motion Secoded* 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.

20. Motion to Approve Resolution #21-15 In the Matter of Authorizing the GM to Execute a STIF Formula Agreement with CARE Inc. to Provide Bus Passes to Low Income Individuals.

GM Pilant explained the Resolution to the Board.

**Motion** by Director Carlson-Swanson to Approve Resolution #21-15 In the Matter of Authorizing the GM to Execute a STIF Formula Agreement with CARE Inc. to Provide Bus Passes to Low Income Individuals. *Motion Secoded* 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.

21. Motion to Approve Resolution #21-16 In the Matter of Authorizing the GM to Execute an Agreement for Janitorial Services at the Downtown Transit Center.

GM Pilant explained the Resolution to the Board. Director Holm asked if this Resolution has to be made every year or if it could cover a longer time period. GM Pilant referred him to the 3rd *whereas* in the Resolution and explained that Marie Mills, Inc has to recalibrate their cost model annually, requiring the Resolution to be presented annually.

**Motion** by Director Holm to Approve Resolution #21-16 In the Matter of Authorizing the GM to Execute an Agreement for Janitorial Services at the Downtown Transit Center. *Motion Secinded* by Director Adler. 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.

22. Motion to Approve Resolution #21-17 In the Matter of Authorizing the GM to Execute an Agreement for Janitorial Services at the TCTD Administrative and Operations Facility.

GM Pilant explained the Resolution to the Board.

**Motion** by Director Adler to Approve Resolution #21-17 In the Matter of Authorizing the GM to Execute an Agreement for Janitorial Services at the TCTD Administrative and Operations Facility. *Motion Secinded* 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.

23. Motion to Approve Resolution #21-18 In the Matter of Authorizing the GM to Execute an Intergovernmental Agreement with Columbia County for the Shared Use and Funding of Ecolane DRT Software.

GM Pilant explained the Resolution to the Board. Board Chair Huffman asked if this IGA would cut The District's cost. GM Pilant explained that it's a cost share, so it will bring down the portion the District pays for the annual licensing fee but there is no other benefit.

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**Motion** by Director Holm to Approve Resolution #21-18 In the Matter of Authorizing the GM to Execute an Intergovernmental Agreement with Columbia County for the Shared Use and Funding of Ecolane DRT Software. *Motion Secoded* 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.

24. Motion to Approve Resolution #21-19 In the Matter of Authorizing the GM to Execute an Amendment #6 to Ecolane DRT Software License to add Columbia County as a Named User.

GM Pilant explained the Resolution to the Board. Board Chair Huffman asked if this includes Lincoln County. GM Pilant responded the brokerage only covers Tillamook, Columbia, and Clatsop Counties. This User License amendment adds Columbia County as an additional "user" and provides licenses for an additional 4 vehicles.

**Motion** by Director Carlson-Swanson to Approve Resolution #21-19 In the Matter of Authorizing the GM to Execute an Amendment #6 to Ecolane DRT Software License to add Columbia County as a Named User. *Motion Secoded* 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.

25. Motion to Approve Resolution #21-20 In the Matter of Authorizing the GM to execute a Contract with Portland Kettle Works to purchase the Germ-Fogger Bus Sanitization Equipment.

GM Pilant explained the Resolution to the Board. Director Hanenkrat asked about the quote, which mentioned an expiration date of May 19. GM Pilant responded that is a typo. The purchase agreement was sent to him today (May 20). Director Hanenkrat asked why the order includes 110 shoulder slings. GM Pilant explained that the order is for a joint procurement between all 5 NWOTA partners.

**Motion** by Director Holm to Approve Resolution #21-20 In the Matter of Authorizing the GM to execute a Contract with Portland Kettle Works to Purchase Bus Sanitization Equipment. *Motion Secod* by Director Edwards.

**MOTION PASSED**

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

**DISCUSSION ITEMS**

26. Board Staff Comments/Concerns

GM Doug Pilant: Shared a joke.

Superintendent Brent Olson: Informed the board that this will be his last board meeting, as he has accepted a position with TriMet in Portland that starts June 1. Mr. Olson thanked the board and staff.

Finance Supervisor Tabatha Welch: Told Mr. Olson he would be missed.

NWR Brokerage Manager Cathy Bond: Shared that she was asked by the Executive Director of CARE Oregon to join their Board of Directors and has submitted her application. She also told Mr. Olson that he would be missed.

Administrative Assistant/ Board Clerk Shannon Wakeman: None

27. Board of Directors Comments/Concerns

Board Chair Huffman – Expressed that it’s been a tough season and the District is going to keep working on things to provide better customer service. He stated that he is proud of that part of what we are about.

Marty Holm – None

Jackie Edwards – Congratulated Cathy and was excited that this will give the District even more positive exposure.

Gary Hanenkrat – Congratulated Cathy and Brent.

Linda Adler – Congratulated Brent and Cathy. Expressed that she is glad campaigning is over and said she met lots of wonderful people and is looking forward to working with everyone.

Melissa Carlson-Swanson – Congratulated Brent and said the District will miss him. Congratulated Cathy on being sought out and told her that “they don’t know all that you can add”. Thanked everyone for their hard work.

Director Adler invited director-elect Mary Johnson to say hello. Ms. Johnson said hello, and thank you, and looking forward to working with everyone and making things better for those in Tillamook County.

**UPCOMING EVENTS**

None.

Adjournment: Board Chair Huffman adjourned the meeting at 7:26pm.

**These minutes approved this 17th day of June, 2021.**

ATTEST:

\_\_\_\_\_  
James Huffman, Board Chair

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

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

**In the Matter of Authorizing the )  
Expenditure of Additional Grant )  
Revenues for Fiscal Year 2020-2121 )**

**RESOLUTION NO. 21-21**

**WHEREAS**, Tillamook County Transportation District ("District") adopted a budget for Fiscal Year 2020-2021; and

**WHEREAS**, the District may authorize expenditure of grants transferred to the District for specific purposes without the need for a supplemental budget; and

**WHEREAS**, the District received additional grant revenues from the funding made available by the State of Oregon through the Oregon Department of Transportation, namely, for relief from expenses incurred in response to the COVID-19 pandemic and for Rural Veterans Healthcare Transportation ("RVHT"); and

**WHEREAS**, the District had additional COVID-19 relief and RVHT expenses in the amounts enumerated below.

**NOW, THEREFORE, BE IT RESOLVED** by the Tillamook County Transportation District Board of Directors that the 2020-2021 budget appropriations are amended as follows:

General Fund

*Resources*

COVID Grant 34210		\$150,000.00
Rural Veterans Grant		\$50,000.00
COVID Expenses	+ \$ 150,000.00	
Rural Veterans Expenses	+ \$ 50,000.00	
<div style="display: flex; justify-content: space-between;"> <span>Total</span> <span>+ \$ 200,000.00</span> <span>+ \$ 200,000.00</span> </div>		

The TCTD Budget is amended as reflected in the following table:

TCTD Grant Revenue GL 4220	+	\$150,000.00
Rural Veterans Grant Revenue GL 4400	+	\$50,000.00
Covid Expense GL 5291	+	\$150,000.00
Purchased Transportation – VETS GL 5266	+	\$50,000.00

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

**ATTEST:**

By: \_\_\_\_\_  
James Huffman, Board Chair

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

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

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

**RESOLUTION NO. 21-22**

**WHEREAS**, Tillamook County Transportation District is in need of Janitorial Services that were described and advertised for public bid on May 4, 2021, by the District's Invitation to Bid (ITB); and

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

**WHEREAS**, based on the quote received, the District recommends purchasing Janitorial Services from Chrissy's Cleaning Services for \$14,250 per year; and

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

Authorizes the General Manager to execute a Janitorial Services Agreement with Chrissy's Cleaning Services in the amount of \$14,250 per year through June 30, 2023.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

## PROFESSIONAL SERVICES CONTRACT

This contract for professional services is entered into by and between TILLAMOOK COUNTY TRANSPORTATION DISTRICT, a special district of the State of Oregon, hereinafter referred to as DISTRICT, and **Chrissy's Cleaning Services**, hereinafter called the CONTRACTOR to provide the services described in the District's Invitation to Bid (ITB) issued May 4, 2021, and the Proposal Response, due May 13, 2021 which by this reference are hereby made part of and incorporated herein. The following provisions shall comprise this contract:

### I. SCOPE

This Contract covers the personal services as described in ITB and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence upon contract execution on July 1, 2021 and continue through June 30, 2023.

### II. COMPENSATION

A. TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$28,500**.

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

1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).
3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

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

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

### III. FEDERAL CONTRACT SPECIAL CONDITIONS

#### A. Failure to Perform

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

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

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

## **B. Termination for Convenience**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the 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 copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

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

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

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

a. Reducing or withholding payment;

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

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

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

## V. OWNERSHIP

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

## VI. INSURANCE REQUIREMENTS

### A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT       Not required by DISTRICT

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

### B. AUTOMOBILE LIABILITY

Required by DISTRICT       Not required by DISTRICT

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

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

**C. PROFESSIONAL LIABILITY**

Required by TCTD                       Not required by TCTD

**D. POLLUTION LIABILITY INSURANCE**

Required by TCTD                       Not required by TCTD

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

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

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

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

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

**VII. SUBCONTRACTS**

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

**VII. TERMINATION - AMENDMENT**

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

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

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

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

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

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

By:

By:

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Approved as to Form

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

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

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

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

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

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# Tillamook County Transportation District

*"Connecting the community through sustainable transit services"*

## **Request for Informal Bids** **For Janitorial Services** **May 4, 2021**

### **Project:**

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

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

EVERY WEDNESDAY AND FRIDAY EVENING:

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

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

EVERY SIX MONTHS:

Detail Kitchen(s): Clean refrigerators, walls, doors

Detail Bathrooms: Walls, stalls and hinges

Windows: All district facility windows washed (inside and out)

### **Requisites to submitting price quote:**

All contractors and sub-contractors must abide by all Oregon Bureau of Labor & Industries standards for wages and reporting.

### **Timeline:**

All price quotes must be received by **May 13, 2021** by 5:00pm. The TCTD Board of Directors will award the contract on June 20, 2021. After notification is given to all bidders the work will be awarded **June 17, 2021**. The company authorized to perform the work may begin work after July 1, 2021.

Please direct all questions and walk-through requests to Brandy Leamon, Office Assistant by email at [bleamon@tillamookbus.com](mailto:bleamon@tillamookbus.com) or by telephone at **503-815-8283**.

## Doug Pilant

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**From:** Brandy Leamon  
**Sent:** Thursday, May 20, 2021 8:01 AM  
**To:** Clayton Norrbom; Doug Pilant  
**Subject:** FW: job bid for janitorial services



**Brandy Leamon**  
**Office Assistant**  
**Tillamook County Transportation District**  
**503-354-8092**

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**From:** Christina Veazie <cveazie@gmail.com>  
**Sent:** Wednesday, May 19, 2021 8:08 PM  
**To:** Brandy Leamon <bleamon@tillamookbus.com>  
**Subject:** job bid for janitorial services

Good Morning,

At this time I would like to submit a job proposal for the upcoming new contract for your janitorial services.

I propose the following prices at **250.00** a week that's for Wednesdays and Saturdays.

Each clean would include **both kitchens**, **both sets of restrooms** and the **front entry glasses** at **both entrances**. The details are as such.

**kitchens** to clean and sanitize all high traffic surfaces, the sinks, microwaves, countertops and appliances. drawers and cupboard fronts. light switches, floors, rugs, chairs. drinking fountains

**The bathrooms** would consist of heavy traffic items like the light switches front and back of all entry doors, stall doors, sinks, faucets, mirrors, paper towel dispensers, walls of the stalls and deep cleaning around the men's stall walls and urinals. toilets and floors. hinges splash walls, soap dispensers. edging along the walls.

I keep up with all the latest CDC GUIDELINES. We also disinfect all of our cleaning equipment after every shift. I provide all PPE for my employees. And everyone is fully vaccinated for covid-19. at this time.

**For all extra deep** cleaning I propose it at 30.00 per hr.

And we can do that as needed. Such as the refrigerators, walls

**Windows outside windows 350.00 2x a yr.**

southside only 200.00 3x a year

**inside the whole building 500.00 1 x a year**

Thank you for the opportunity to continue working for you.

Chrissy

Chrissy's Cleaning Service  
PO Box 81  
Garibaldi, Oregon 97118  
(503) 812-0480  
[Cveazie@gmail.com](mailto:Cveazie@gmail.com)

$$\begin{array}{r} \$ 26,000 \\ 1,000 \\ \hline 1,500 \\ \$ 28,500 \\ \div 2 \\ \hline 14,250 / \text{yr.} \end{array}$$

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

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

**Authorizing the General Manager )  
to Execute ODOT Section 5305 )  
Planning Grant Agreement No. 35137 )**

**RESOLUTION NO. 21-23**

**WHEREAS**, the Oregon Department of Transportation (ODOT) Public Transportation Division is authorized to award grant funding; and

**WHEREAS**, ODOT has awarded funding to Tillamook County Transportation District for Short Range Transportation Planning; and

**WHEREAS**, the District wishes to accept the ODOT grant to fund an update to its Coordinated Human Services Public Transportation Plan.

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

that the General Manager is authorized to execute an agreement with the Oregon Department of Transportation and to receive funding in the amount of \$36,000 on behalf of the Tillamook County Transportation District, as provided for in the grant agreement with ODOT attached as Exhibit 1 to this resolution.

INTRODUCED AND ADOPTED this \_\_\_\_ day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

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, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, 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 **\$45,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$36,000.00** (the "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. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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.a 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

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 Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 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.**
  - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**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, including, without limitation, records relating to capital assets funded by 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, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, 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.

This Section 8 shall survive any expiration or termination of this Agreement.

## 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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**
  - i. ***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.***
  - ii. 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.**

- iii. 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 requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements 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. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

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

b. **Contribution.**

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. **Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or

contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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 subsection. 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.
- j. **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.

- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

**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

**State of Oregon,** by and through its  
Department of Transportation

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

By \_\_\_\_\_ Arla Miller

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_ 06/04/2021

Date \_\_\_\_\_

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

**APPROVED AS TO LEGAL SUFFICIENCY**

N/A

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

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

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

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

**EXHIBIT A**

**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5304 Tillamook County Transportation District 35137</b>				
<i>TCTD Coordinated Human Services Public Transportation Plan "Coordinated Plan" Update.</i>				
<b>Item #1: Short Range Transportation Planning</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$45,000.00	\$36,000.00	\$9,000.00	State Funds
<b>Sub Total</b>	\$45,000.00	\$36,000.00	\$9,000.00	
<b>Grand Total</b>	<b>\$45,000.00</b>	<b>\$36,000.00</b>	<b>\$9,000.00</b>	

**1. BACKGROUND**

*Recipient shall update the Coordinated Public Transit Human Services Transportation Plan in preparation of the 2023-2025 biennium.*

**2. PROJECT DESCRIPTION**

*This Agreement provides funding to update the Recipients Human Services Coordinated Plan's demographic data, establish a revised existing conditions analysis, identify unmet needs and establish new goals and priorities for the Recipient.*

*Upon execution of the grant agreement, Recipient shall conduct a procurement process to select a planning consultant.*

*Next, an existing conditions will be conducted. A series of planning workshops and public outreach meetings will be designed to collaborate with the Recipients Transportation Advisory Committee (TAC) to identify, review, and provide input into the existing conditions analysis, and assist in the development of unmet needs, the creation of priorities and revision or establishment of new goals.*

*The last phase will include working with the TAC to expand the public outreach effort to additional community stakeholders.*

*The Plan's milestones are listed below:*

- Approximate timeline:*  
*Consultant Selection - 12/2021*  
*Existing Needs Analysis - 6/2022*  
*Priorities and Goals - 12/2022*  
*Plan Adoption - 3/2023*

**PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant, or use internal staff where sufficient planning capacity exists, to produce a plan that includes the following elements:*

- A) TASK ONE: Needs Assessment**  
*a. Identify any transportation needs not being met*  
*b. Identify populations and locations needing transportation*  
*c. Assess travel patterns, including origins and destinations*  
*d. Assess first and last mile connections*  
*e. Assess the type of transportation needed*

- B) TASK TWO: Financial Cost Estimates for Implementing Options and Outcomes**  
*a. Determine the funds needed to improve the system*

- b. Determine the cost of new services that can be implemented immediately*
- c. Determine the service that will require long-term financial planning*
- d. Produce templates for marketing materials*
- e. Identify possible fund source(s)*

*C) TASK THREE: Priorities and Goals*

*Consultant shall provide the cumulative priorities and goals obtained from workshops, outreach meetings, and Transit Advisory Committee input.*

*D) TASK FOUR: Public Participation Documentation*

*Public participation can be in the form of surveying, public meetings, and meetings with stakeholder groups. Participation may include the following: transportation providers, riders, social and governmental stakeholders, and representatives of Title VI populations (i.e., low-income and minority groups, veterans, seniors and individuals with disabilities.)*

*Documentation of public participation could include survey results, meeting minutes, media content, reports, advertisements and other visual and written forms of community engagement.*

- e) Recipient will submit final adopted Human Services Coordinated Plan to the State to review, and retain in files.*

**3. PROJECT ACCOUNTING and MATCH FUNDING**

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

**4. REPORTING and INVOICING REQUIREMENTS**

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable.*

*Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5305	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.515 (5304)</b>	<b>Total Federal Funding</b> <b>\$36,000.00</b>
--	--	--	--

<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **The Recipient shall immediately notify State of any change in insurance coverage.**

**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.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"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.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

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

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

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

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

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

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must 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. 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.

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

**Authorizing the General Manager )  
to Execute an ODOT Section 5310 )  
Grant Agreement No. 35193 )**

**RESOLUTION NO. 21-24**

**WHEREAS**, the Tillamook County Transportation District (“District”) Board of Directors adopted the District’s Coordinated Human Services Public Transportation Plan on November 17, 2017 to ensure that funding awarded pursuant to Section 5310 of the Federal Transit Act of 1984, as amended, will benefit senior citizens and people with disabilities; and

**WHEREAS**, the District’s Special Transportation Fund Advisory Committee conducted a project application process and met on February 18, 2021 to prioritize recommended projects to be funded; and

**WHEREAS**, the District applied to the Oregon Department of Transportation (“ODOT”) for a Section 5310 grant for several mobility management projects, namely, renovation of the dispatch center and downtown transit center, and purchase of four propane conversion kits; and

**WHEREAS**, the District has received a \$180,143 grant from ODOT under Section 5310 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35193.

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

the General Manager is authorized to execute and file ODOT Grant Agreement No. 35193 in the amount of \$180,143 on behalf of the Tillamook County Transportation District to aid in the financing of District operations during fiscal year July 1, 2021 through June 30, 2023.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

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, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, 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 **\$200,762.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$180,143.00** (the "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. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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.a 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

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 Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 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.**
  - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**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, including, without limitation, records relating to capital assets funded by 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, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, 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.

This Section 8 shall survive any expiration or termination of this Agreement.

## 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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**
  - i. ***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.***
  - ii. **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.**

- iii. 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 requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements 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, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation 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, Public Transportation 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, Public Transportation Division, were shown as the first security interest holder.
  - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
  - 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.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

## 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. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines

or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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 subsection. 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.

- j. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

**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

**State of Oregon,** by and through its  
Department of Transportation

\_\_\_\_\_  
By \_\_\_\_\_  
(Legally designated representative)

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

By \_\_\_\_\_ Arla Miller

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_ 06/09/2021

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

**APPROVED AS TO LEGAL SUFFICIENCY**

(If required in local process)

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

By \_\_\_\_\_  
Recipient's Legal Counsel

Name \_\_\_\_\_ Sam Zeigler by email  
(printed)

Date \_\_\_\_\_

Date \_\_\_\_\_ 05/21/2021

**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) 949-5415  
Arla.MILLER@odot.state.or.us

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

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5310 Tillamook County Transportation District 35193</b>				
<i>Operating, Capital</i>				
<b>Item #1: Mobility Management - 5302(a)(1)(L)</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$92,762.00	\$83,235.00	\$9,527.00	Local
<b>Item #1: Admin Building</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$38,000.00	\$34,097.00	\$3,903.00	Local
<b>Item #1: Terminal, Bus</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$38,000.00	\$34,097.00	\$3,903.00	Local
<b>Item #1: Miscellaneous Equipment</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$32,000.00	\$28,714.00	\$3,286.00	Local
<b>Sub Total</b>	\$200,762.00	\$180,143.00	\$20,619.00	
<b>Grand Total</b>	<b>\$200,762.00</b>	<b>\$180,143.00</b>	<b>\$20,619.00</b>	

**1. BACKGROUND**

*Mobility Management*

*Mobility management projects are planning, training, and management activities for improving coordination among public transportation service providers, including human service agencies and private providers. These projects build coordination among existing public transportation providers and increase service options that would not otherwise be available for seniors and individuals with disabilities.*

**2. PROJECT DESCRIPTION**

*Mobility Management*

*Provide funding for projects to provide expanded customer service and dispatching for travel orientation, and scheduling rides, for the general public, seniors, and individuals with disabilities residing in Tillamook County; this will entail expanding hours of customer service, and dispatch.*

*Recipient will oversee and monitor the services and performance of any consultants or contractors used in the project.*

*Facility Renovation*

*Renovate two transit facilities, a dispatch center located at 3600 Third Street Suite A, Tillamook, Oregon and downtown transit center located at 2nd Street, and Laurel Avenue, Tillamook, Oregon to support the transportation needs of the general public, seniors, and individuals with disabilities. The purpose of these facilities is for dispatch offices, and downtown transit center to enhance access to public transportation.*

*Facility Construction and Installation of Amenities and Equipment: Associated services and equipment clearly needed to put the facility into service, costs incurred from the procurement process, delivery charges, and post-delivery inspections are included in the reimbursable expenses associated with this Agreement.*

*Architecture, Design, Engineering, Planning, and Preparation: Associated services and permits*

*clearly needed to proceed with the project are included in the reimbursable expenses associated with this Agreement.*

*Equipment Purchase:*

*Purchase Four propane conversion kits, to convert gasoline and or diesel powered vehicles to propane , including extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, hardware, software, and supplies required to put the equipment into service.*

**3. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Mobility Management*

*Recipient will enhance the customer service program by expanding the dispatcher and customer service hours of service, and capacity to provide effective customer service activities at the downtown transit center.*

*a. TASK ONE: Expansion of Customer Service hours at downtown transit center. Customer service will be assigned to work at the transit center 7 days a week. Dispatchers will expand hours of service to 5:00 AM to 6:00 PM.*

*The goal of this project is to improve access to transportation by providing expanded hours of customer service and dispatch hours.*

*b. TASK TWO: Transit Center customer service staff will assist drivers and passengers by selling tickets, passes, providing route and schedule information. Transit Center customer staff will also provide senior citizens, people with disabilities and general public with one-on-one training on how to use the local transit services.*

*The goal of this project is to improve access to transportation by providing supportive education in a safe environment.*

*c. TASK THREE: The NW Rides Brokerage activities will be expanded to manage the District's Ecolane client and operating statistics database for dial-a-ride and deviated fixed route services. NW Rides Brokerage will also work directly with social service agencies such as Northwest Senior Disabled Services, CARE Inc, Marie Mills Center, Tillamook County Health Department to identify individuals who would benefit by learning how to use public transportation services.*

*The goal of this project is to provide opportunities to seniors and disabled riders, who might be able to transition to deviated fixed route, and have more freedom due to travel training.*

*Estimated Completion Date:*

**PROJECT PERFORMANCE MEASURES**

*The following measure(s) are established to evaluate the effectiveness of the project:*

*Number of people trained to use dial-a-ride and deviated fixed route transit service*

*Number of new dial-a-ride and deviated fixed route customers*

*Total one-way dial-a-ride and deviated fixed route trips*

*Fare revenue by service type*

*Bus pass sales*

*Average fare per passenger by service type*

*Average subsidy per passenger by service type*

*Farebox return ratio by service type*

*Facility Renovation*

*Recipient will submit a site plan and a narrative describing the proposed project, as well as a map or drawing showing placement of any signs, and other structures included in the project. Recipient will submit certification attesting that all applicable federal, state and local*

*environmental and regulatory permitting requirements have been met. The certification shall include a list of applicable environmental documentation and permits, permitting or regulatory authority, and date of acceptance or approval. This list includes but is not limited to land use and building permits, inspections, and occupancy permits, as applicable. Either an on-site visual walk-through by State staff or photos of installations must be provided. These deliverables must be completed prior to final payment.*

*Recipient will hire a professional project manager as part of the project, if current staff does not have experience in managing complex construction projects. Project management costs are eligible for reimbursement in this Agreement.*

*Recipient agrees to update and maintain a facilities maintenance plan compliant with FTA Transit Asset Management rules 49 CFR part 625. Facilities Maintenance plan shall include, but not be limited to, all major components of the facility and the associated maintenance schedules for those components. Recipient shall supply State with the facility maintenance plan upon request.*

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

*Project Schedule:*

*1. Application for all zoning, building permits and all approvals estimated completion date of March 31, 2022*

*2. Project preparation may include Architect/Engineering design planning and documents in preparation for construction. May include time and costs incurred for local permits, etc. May include procurement and bid documents up to award for construction. Timeline and deliverables are:*

*- Completed final architectural and design plan, estimated completion date of December 31, 2021*

*3. Bid and award for construction: Includes Request for Quote, scoring of proposals received, selection of Construction Company, negotiations of contract pricing and timelines. Estimated timeline and deliverables are:*

*- Negotiated executed construction contract with awarded construction company estimated completion of task March 31, 2022.*

*4. Construction management and construction: must abide by all local permitting requirements, and inspections, if applicable. Estimated time of completion of construction phase June 30, 2023*

*5. Purchase and install office furniture, cash vaults, and communications networks. Estimated completion of phase June 30, 2023.*

*Equipment Purchase:*

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

*Expected order date: August 1, 2021.*

*Expected delivery date: June 30, 2023.*

**4. PROJECT ACCOUNTING and MATCHING FUNDING**

*Mobility Management*

*Eligible mobility management expenses are administrative costs to develop new projects and do not include capital costs other than durable equipment, supplies or the cost of operating public transportation services. Incidental durable equipment is an eligible expense up to \$5,000 of the total project cost. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.*

*Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Special Transportation Formula Funds; service contract revenue, advertisement and*

*other earned income; cash donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.*

#### *Facility Renovation*

*In-kind matching funding is allowed for labor and other donated equipment, materials, and services if otherwise allowed and not used as matching funding for any other agreement or contract. In-kind contributions must be documented with the date and value of the contribution. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.*

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

*Purchases or charges that are otherwise paid for in other agreements or contracts are excluded.*

#### *Equipment Purchase*

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

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

*State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.*

### **5. REPORTING and INVOICING REQUIREMENTS**

#### *Mobility Management*

*Recipient will submit a quarterly narrative project progress report and a fiscal report in addition to the regular quarterly report required by State. For each task, Recipient will report:*

- a. The task status, including any issues encountered, and the planned resolution.*
- b. Hours expended on the tasks to date.*
- c. The cost for each task and the percentage of completion.*

*Task costs will specify labor, non-labor expenses including staff travel and professional consultant expenses, as applicable. Labor expenses shall be reported as an hourly labor rate multiplied by the number of hours expended to date on the task.*

#### *Facility Renovation*

*Recipient will provide reporting information as prescribed by State on structure(s) constructed and any purchased items to place the facility into service under this Agreement as long as they remain in use for public transportation service. Procurement and construction files must be retained by Recipient for as long as the structure(s) remain in use, plus three years after disposal.*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed with each reimbursement request. Site visits or photographs of construction progress may be required in order to receive reimbursement for project deliverables.*

#### *Equipment Purchase*

*If equipment purchased under this Agreement is valued at \$5,000 or more (a "capital asset"),*

*Recipient will provide reporting information as prescribed by State on the equipment as long as it remains in use for public transportation service. As a capital expense, all equipment must be in an inventory and reported to State as a capital asset using a unique Recipient identification number.*

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

**EXHIBIT B**  
**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5310	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.513 (5310)</b>	<b>Total Federal Funding</b> <b>\$180,143.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **The Recipient shall immediately notify State of any change in insurance coverage.**

**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.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"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.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

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

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

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

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

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

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must 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. 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.

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

**Authorizing the General** )  
**Manager to Execute ODOT** )  
**Section 5311(f) Grant Agreement** )  
**No. 35116 for Intercity Services** )

**RESOLUTION NO. 21-25**

**WHEREAS**, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311(f) of the Federal Transit Act of 1964, as amended, which is memorialized in ODOT Grant Agreement No. 35116, attached hereto as Exhibit A; and

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

**WHEREAS**, the District wishes to accept ODOT Grant Agreement No. 35116 to fund intercity services, preventative maintenance, and capital needs for the intercity route between Salem and Lincoln City.

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

that the General Manager is authorized to execute ODOT Grant Agreement No. 35116 in the amount of \$486,500 on behalf of the Tillamook County Transportation District, to provide intercity services and preventative maintenance and to purchase capital equipment.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

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, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, 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 **\$793,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$486,500.00** (the "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. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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.a 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

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 Funds 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 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.**
  - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**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, including, without limitation, records relating to capital assets funded by 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, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, 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.

This Section 8 shall survive any expiration or termination of this Agreement.

## 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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
  - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
  - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)
- c. **Subagreement indemnity; insurance**
  - i. ***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.***
  - ii. **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.**

- iii. 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 requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements 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, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation 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, Public Transportation 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, Public Transportation Division, were shown as the first security interest holder.
  - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
  - 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.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

## 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. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines

or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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 subsection. 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.

- j. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

**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.

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**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 \_\_\_\_\_

**State of Oregon,** by and through its  
Department of Transportation

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 06/10/2021

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

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

Name \_\_\_\_\_ Sam Zeigler by email  
(printed)

Date \_\_\_\_\_ 05/21/2021

**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) 949-5415  
Arla.MILLER@odot.state.or.us

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

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311(f) Tillamook County Transportation District 35116</b>				
TCTD Route 60X: Coastal Connector - Lincoln City-Grand Ronde-Salem.				
<b>Item #1: Bus STD 35ft</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$220,000.00	\$176,000.00	\$44,000.00	Local
<b>Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$493,000.00	\$246,500.00	\$246,500.00	Local
<b>Item #1: Preventive Maintenance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$80,000.00	\$64,000.00	\$16,000.00	Local
<b>Sub Total</b>	\$793,000.00	\$486,500.00	\$306,500.00	
<b>Grand Total</b>	<b>\$793,000.00</b>	<b>\$486,500.00</b>	<b>\$306,500.00</b>	

**1. BACKGROUND**

*In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.*

*The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.*

*The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.*

*This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.*

**2. PROJECT DESCRIPTION**

*Vehicle Expansion*

*Purchase 1 transit vehicle as follows: useful life - 12 years or 500,000 miles; approximate length - 35 feet; estimated number of seats - 24; estimated number of ADA securement stations - 2; fuel type - propane.*

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

*Operations*

*This Agreement funds an intercity project to continue to operate a much needed service for the coastal community of Tillamook and surrounding communities.*

*The intercity project enhances the statewide transit network by continuing to provide service known as the Coastal Connector from the Tillamook, Oregon coastal community to Lincoln City, Grand Ronde, and Salem, with stops in Rose Lodge, Grand Ronde Community Center, Spirit Mountain, Salem Amtrak/Greyhound Station, and the Salem Transit Center operated by Cherriots, with connections in Grand Ronde to Yamhill County.*

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

*This service will run between Tillamook and Salem and has planned stops at the following locations: Lincoln City, Rose Lodge, Grand Ronde Community Center, Spirit Mountain, Amtrak/Greyhound Station, and Cherriots' downtown Salem Transit Center. The service will run 3 daily round trips a day, 7 days a week.*

#### *Preventive Maintenance*

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

*Preventive maintenance reimbursed in this Agreement is for assets used in the provision of public transportation services for the general public, seniors, or individuals with disabilities. This Agreement does not provide for maintenance on staff vehicles, vehicles used for business of Recipient, or maintenance vehicles.*

### *3. PROJECT DELIVERABLES, TASKS and SCHEDULE*

#### *Vehicle Expansion*

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

*Estimated order date: August 31, 2021.  
Estimated delivery date: June 30, 2022.*

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

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

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

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

*manufacturer (OEM) requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the plan upon request.*

#### *Operations*

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

*All services provided must be open to the general public and marketed as general public service.*

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

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

*Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.*

*Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.*

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

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

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

*5311(f)-supported services shall serve key transit hubs and stops operated or used by for-profit/national transit providers where practical unless explicitly exempted by State. 5311(f)-supported service providers shall enter into interline agreements with Greyhound and Amtrak where practical unless explicitly exempted by State.*

#### *Preventive Maintenance*

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

*Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset*

*in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.*

*Preventive maintenance under this Agreement does not include repairs resulting from motor vehicle accidents covered by insurance, repairs on vehicles or components under warranty, or repairs which are paid for in other agreements or contracts.*

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

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

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

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

*Modifications to Project Objectives or Service:*

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

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

#### **4. PROJECT ACCOUNTING and MATCHING FUNDING**

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

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

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

*Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.*

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

## 5. REPORTING AND INVOICING REQUIREMENTS

### Vehicle Expansion

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

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

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

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

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

### Operations

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.*

*5311(f) fund recipients are also expected to adhere to STIF reporting processes, where practical.*

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

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

### Preventive Maintenance

*Recipient will request reimbursement for covered expenses incurred during each period as*

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

#### *Project Progress Reporting*

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

#### *Outcomes Achieved Reporting*

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

*On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.*

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

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

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

#### *Expenditures*

*Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.*

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

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

*Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by*

*the Federal Transit Administration.*

*Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.*

*Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.*

**EXHIBIT B**  
**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b> 49 U.S.C. 5311	<b>Federal Funding Agency</b> U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>CFDA Number</b> <b>20.509 (5311)</b>	<b>Total Federal Funding</b> <b>\$486,500.00</b>
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<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **The Recipient shall immediately notify State of any change in insurance coverage.**

**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.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"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.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

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

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

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

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

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

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must 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. 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.

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

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

**RESOLUTION NO. 21-26**

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

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

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

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2023, by which TCTD will provide transit services and CTGR will provide up to \$236,300 in matching funds for the services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

**Memorandum of Understanding**

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

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

**INTRODUCTION ..... 2**

**PURPOSE ..... 2**

**METHODS OF COOPERATION ..... 2**

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**EXHIBIT E: FTA REQUIRED CLAUSES ..... 25**

## **1. Introduction**

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

## **2. Purpose**

The purpose of this Memorandum of Understanding (“MOU”) is to establish a mutually agreeable framework for cooperatively addressing intercity public transit needs being met in Tillamook, Marion, Polk, and Lincoln Counties by the Coastal Connector Project. This MOU sets forth the roles and responsibilities of TCTD as the recipient of 5311(f) Funds and provider of the specific services anticipated by the grant, and CTGR as a provider of local matching funds. The parties intend to use the funds to continue and expand intercity public transit services between Tillamook, Marion, Polk, and Lincoln Counties by providing intercity bus service (“Services”) between Lincoln City, Grand Ronde and Salem, a corridor heavily travelled by CTGR members. This agreement also includes continuation of three round trips Monday through Friday that CTGR had previously funded through the Salem Area Mass Transit District.

## **3. Methods of Cooperation**

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

## **4. Term**

The term of this MOU will run through June 30, 2023. The term may be extended by mutual agreement of the Parties, which must be executed in writing at least 90 days prior to the expiration of the current term.

## **5. Rights, Roles, and Responsibilities**

### **A. Tillamook County Transportation District (“TCTD”)**

- 1) As a federal funding recipient, TCTD is responsible for carrying out the project described in ODOT Agreement No. 35116 (the "Project"). The Project is described in detail in Exhibit A to this MOU.
- 2) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
- 3) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD's policies and procedures.
- 4) TCTD will provide periodic financial reports on the Services at intervals as required by ODOT Public Transit Division.
- 5) TCTD will develop periodic operational reports on the Services including quarterly reports on the number of trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
- 6) TCTD will provide any additional reports to the Local Funding Entities as required by those entities.
- 7) TCTD will comply with all applicable federal laws and regulations, and all federal directives affecting Project implementation. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
- 8) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Currently the funding consists of a federal 5311(f) program grant in the amount of \$634,400 administered by the Oregon Department of Transportation and memorialized in ODOT Agreement No. 35116. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.

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

**B. Confederated Tribes of Grand Ronde (“CTGR”)**

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

## 6. General Terms

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

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

**TCTD:**

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

**CTGR:**

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

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

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

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

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

**TILLAMOOK COUNTY  
TRANSPORTATION DISTRICT**

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT A

### PROJECT DESCRIPTION

#### **INTERCITY BUS SERVICE:**

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

#### **MARKETING:**

TCTD and the Local Funding Entities will market the bus service, with the goal of increasing awareness and ridership of the bus service. TCTD and the Local Funding Entities may join with other regional transit agencies in a mutual benefit marketing effort, including but not limited to marketing the Service as part of the NW Connector.

#### **PLANNING:**

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

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

#### **PASSENGER AMENITIES:**

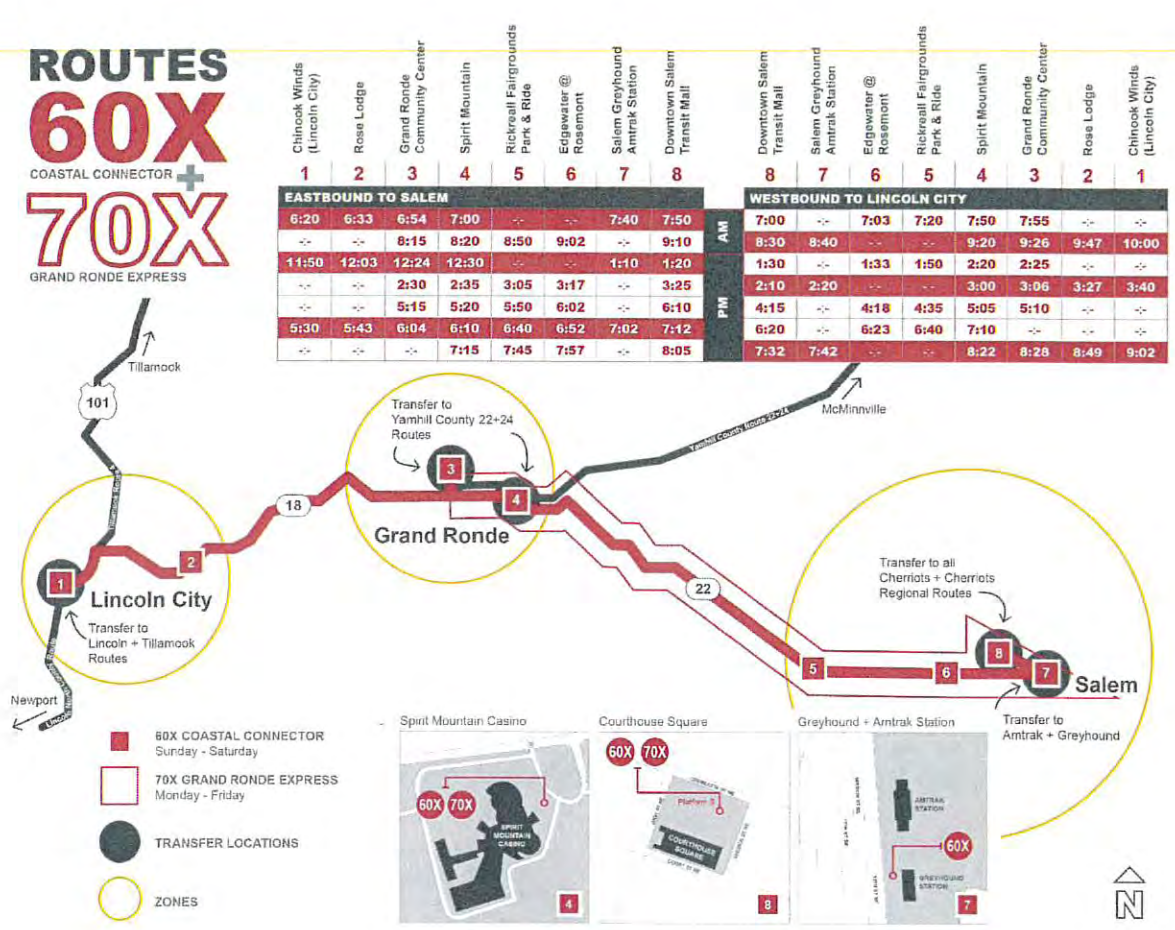
TCTD and the Local Funding Entities will collaborate with ODOT to invest in mutually agreed on passenger amenities to serve passengers of the intercity bus service.

#### **DATES OF SERVICE:**

The planned dates of service are July 1, 2021 through June 30, 2023.

# EXHIBIT B

## SERVICE SCHEDULE COASTAL CONNECTOR



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

## EXHIBIT C

### GRANT FUNDING SOURCES AND CASH MATCHING FUNDS

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

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

**2. Weekday Service Between Lincoln City and Grand Ronde.**

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

**3. Weekend Service Between Lincoln City and Salem.**

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

**4. Holiday Service Between Lincoln City and Salem.**

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

**5. Weekday Service Between Transit Mall and the Amtrak/Greyhound Station.**

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

	Project Total	Grant Amount	Local Match Requirements
Intercity Transit Operations	\$493,000	\$246,500	\$246,500
Preventative Maintenance	\$80,000	\$64,000	\$16,000
Capital Bus Replacement	\$220,000	\$176,000	\$44,000
Total Grant	\$793,000	\$486,500	\$306,500

**Local Funding Entities Cash Match Cost Share:**

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

	Operations	Prevent. Maint.	Capital	Total Match
CTGR	\$49,300	\$3,200	\$8,800	\$61,300
CTSI	\$197,200	\$12,800	\$35,200	\$245,200
Total	\$246,500	\$16,000	\$44,000	\$306,500

**Grand Ronde to Salem Funding:**

Effective beginning July 1, 2021, CTGR will provide up to \$175,000 in resources to extend the Route 60X from the Spirit Mountain Casino to the Downtown Salem Transit Mall and back for a planned total of three round trips on weekdays. These resources will also be used for the last Route 60X trip east to stop at the Rickreall Park and Ride and at the Edgewater bus stop in West Salem.

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

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

**RESOLUTION NO. 21-27**

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

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

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

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Siletz Indians, effective through June 30, 2023 by which TCTD will provide transit services and CTSI will provide up to \$245,200 in matching funds for the services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

**Memorandum of Understanding**

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

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

**INTRODUCTION ..... 2**

**PURPOSE ..... 2**

**METHODS OF COOPERATION ..... 2**

**TERM..... 2**

**RIGHTS, ROLES, AND RESPONSIBILITIES ..... 2**

**GENERAL TERMS..... 4**

**EXHIBIT A: PROJECT DESCRIPTION..... 9**

**EXHIBIT B: EXPRESS ROUTE SERVICE SCHEDULE FOR THE COASTAL  
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**EXHIBIT C: FUNDING SOURCES AND MATCHING FUNDS..... 11**

**EXHIBIT D: FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES  
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS..... 12**

**EXHIBIT E: FTA REQUIRED CLAUSES .....**

## **1. Introduction**

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

## **2. Purpose**

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

## **3. Methods of Cooperation**

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

## **4. Term**

The term of this MOU will run through June 30, 2023. The term may be extended by mutual agreement of the Parties, which must be executed in writing at least 90 days prior to the expiration of the current term.

## **5. Rights, Roles, and Responsibilities**

### **A. Tillamook County Transportation District (“TCTD”)**

- 1) As a federal funding recipient, TCTD is responsible for carrying out the project described in ODOT Agreement No. 35116 (the “Project”). The Project is described in detail in Exhibit A to this MOU.

- 2) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
- 3) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD's policies and procedures.
- 4) TCTD will provide periodic financial reports on the Services at intervals as required by ODOT Public Transit Division.
- 5) TCTD will develop periodic operational reports on the Services that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
- 6) TCTD will provide any additional reports to the Local Funding Entities as required by those entities.
- 7) TCTD will comply with all applicable federal laws and regulations, and follow all federal directives affecting Project implementation. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
- 8) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Currently the funding consists of a federal 5311(f) program grant in the amount of \$634,400 administered by the Oregon Department of Transportation and memorialized in ODOT Agreement No. 35116. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.
- 9) TCTD will monitor program income, defined as income generated from passengers on the Project route, and agrees that such income shall be used as a source of revenue to extend the period over

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

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

**B. Confederated Tribes of Siletz Indians (“CTSI”)**

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

**6. General Terms**

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

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

to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication by email shall be deemed to be given when the recipient of the email personally acknowledges receipt of the email. Any notice mailed shall be deemed to be received three days after the date it is deposited in the U.S. Mail.

**TCTD:**

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

**CTSI:**

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

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

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

[CONTINUED ON NEXT PAGE]

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

**TILLAMOOK COUNTY  
TRANSPORTATION DISTRICT**

**CONFEDERATED TRIBES OF SILETZ  
INDIANS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT A

### PROJECT DESCRIPTION

#### **INTERCITY BUS SERVICE:**

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

#### **MARKETING:**

TCTD and the Local Funding Entities will market the bus service, with the goal of increasing awareness and ridership of the bus service. TCTD and the Local Funding Entities may join with other regional transit agencies in a mutual benefit marketing effort, including but not limited to marketing the Service as part of the NW Connector.

#### **PLANNING:**

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

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

#### **PASSENGER AMENITIES:**

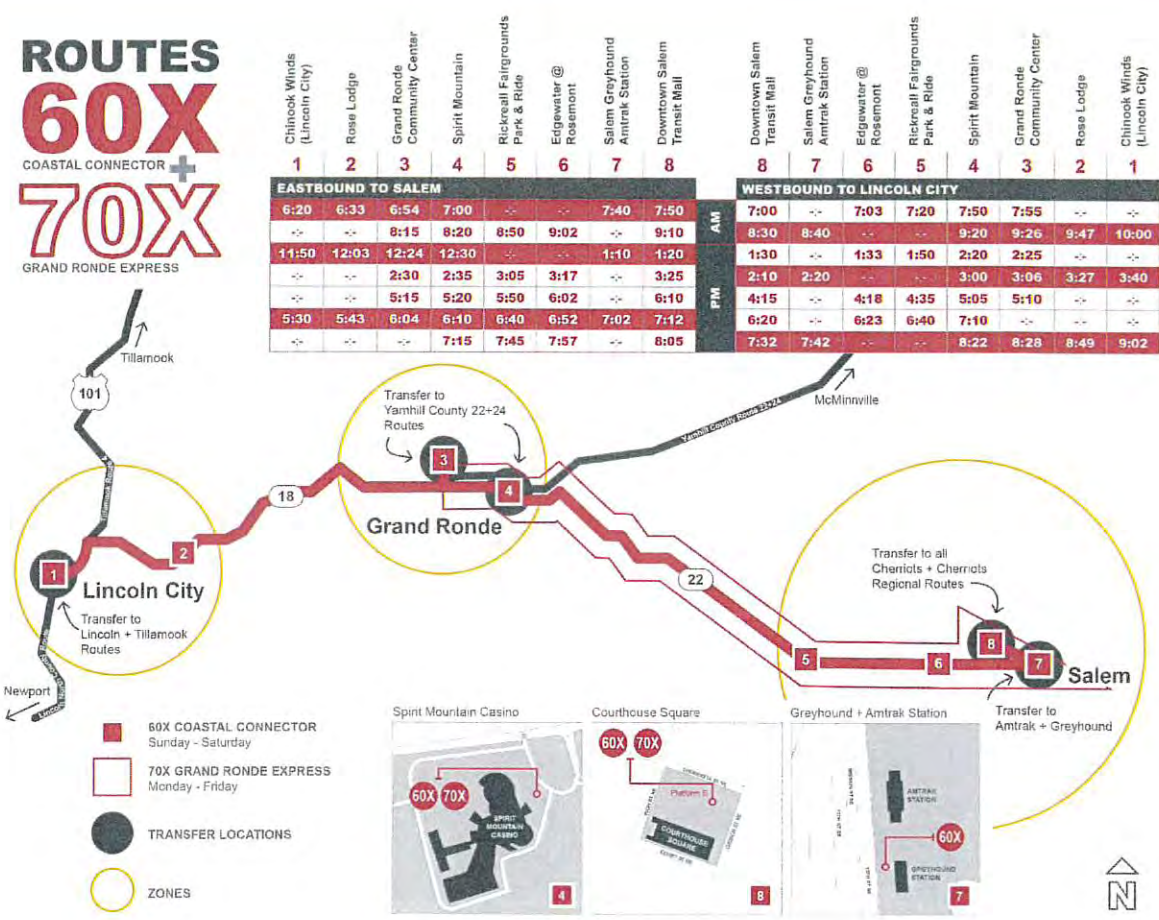
TCTD and the Local Funding Entities will collaborate with ODOT to invest in mutually agreed on passenger amenities to serve passengers of the intercity bus service.

#### **DATES OF SERVICE:**

The planned dates of service are July 1, 2021 through June 30, 2023.

# EXHIBIT B

## ROUTE 60X INTERCITY SERVICE SCHEDULE



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

## EXHIBIT C

### PROJECT GRANT FUNDING SOURCES AND MATCHING FUNDS

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

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

	Project Total	ODOT 5311(f) Grant Amount	Local Match Requirements
Transit Operations	\$493,000	\$246,500	\$246,500
Preventative Maintenance	\$80,000	\$64,000	\$16,000
Capital Bus Replacement	\$220,000	\$176,000	\$44,000
Total Grant	\$793,000	\$486,500	\$306,500

#### Local Funding Entities Cash Match Cost Share:

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

	Operations	Prevent. Maint.	Capital	Total Match
CTGR	\$49,300	\$3,200	8,800	\$61,300
CTSI	\$197,200	\$12,800	35,200	\$245,200
Total	\$246,500	\$16,000	\$44,000	\$306,500

#### Grand Ronde to Salem Funding:

CTGR will provide up to \$175,000 in other resources to extend the three (3) intercity service trips from Grand Ronde to the Downtown Salem Transit Mall.

**EXHIBIT D**

**FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR  
FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS**

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

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

**RESOLUTION NO. 21-28**

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

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

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

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

that the General Manager is authorized to execute a Memorandum of Understanding with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2023, by which TCTD will provide transit services and CTGR will provide up to \$397,664 for the Route 70X services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

# Purchased Transportation Agreement

between

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

regarding the

**Route 70X Grand Ronde Express**

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## **1. Introduction**

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

## **2. Purpose**

The purpose of this purchased transportation agreement is to provide Grand Ronde Express service addressing public transit needs between Grand Ronde and Salem and helping link Tillamook, Lincoln, Yamhill, Polk, and Marion counties. This agreement sets forth the roles and responsibilities of TCTD as the seller and provider of the specific services and CTGR as the buyer of public transit services (“Services”), namely, an express bus route between Grand Ronde and Salem, a corridor heavily travelled by CTGR members.

## **3. Responsible Entities**

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

## **4. Term**

The term of this agreement will run through June 30, 2023. The term may be extended by mutual agreement of the Parties, which must be executed in writing at least 90 days prior to the expiration of the current term.

## **5. Rights, Roles, and Responsibilities**

### **A. Tillamook County Transportation District (“TCTD” or “Seller”)**

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

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

**B. Confederated Tribes of Grand Ronde (“CTGR” or “Buyer”)**

- 1) CTGR agrees to pay TCTD up to \$397,664 in return for services as described in Exhibit C and this includes 100% of the cost of service. TCTD will retain fare revenue per Exhibit C.
- 2) CTGR agrees to obtain all necessary authorization or approvals to provide a location to park-out buses and provide bus stop signage as necessary to

accommodate the Services. This may include the use of existing transit facilities and signage.

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

## 6. General Terms

- A. **Termination.** This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the agreement, it may do so upon 90 days' written notice to the other Party.
- B. **No Third-Party Beneficiaries.** TCTD and CTGR are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

- C. **Indemnification.**

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

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

- D. **Dispute Resolution:** The undersigned representatives of each Party hereby affirm that they have entered into this agreement in good faith. Each Party agrees that it will discharge its obligations under this agreement in good faith. The Parties agree that they will work together and will endeavor to accomplish the purposes and goals of this agreement in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this agreement, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each entity involved in

the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute. Nothing contained within this agreement shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

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

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

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

- F. Limitations.** Except as otherwise expressly identified in this agreement, no Party may act on the other's behalf or obligate the other Party in contract, debt or otherwise. The Parties are and shall remain separate entities, and no partnership, joint venture, or agency relationship is created by this agreement.
- G. Severability.** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this agreement did not contain the particular term or provision held to be invalid.

- H. Integration and Waiver.** This agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The delay or failure of either Party to enforce any provision of this agreement shall not constitute a waiver by that Party of that or any other provision. Each Party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.
- I. Counterparts.** This agreement may be executed in counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.
- J. Effective Date.** This agreement shall be effective July 1, 2021.

[CONTINUED ON NEXT PAGE]

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

**TILLAMOOK COUNTY  
TRANSPORTATION DISTRICT**

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## EXHIBIT A

### PROJECT DESCRIPTION

#### **BUS SERVICE BETWEEN GRAND RONDE AND SALEM:**

TCTD will operate commuter service between Grand Ronde and the Downtown Transit Mall in Salem. The bus service will consist of up to four (4) daily round trips five (5) days per week except for the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.

#### **MARKETING:**

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

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

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

**ROUTE SCHEDULE**

To Grand Ronde					To Salem				
Salem Downtown Transit Center	Edgewater @ Rosemont	Rickreal Fairgrounds Park & Ride	Spirit Mountain	Grand Ronde Community Center	Grand Ronde Community Center	Spirit Mountain	Rickreal Fairgrounds Park & Ride	Edgewater @ Rosemont	Salem Downtown Transit Center
7:00 AM	7:03 AM	7:20 AM	7:50 AM	7:55 AM	8:15 AM	8:20 AM	8:50 AM	9:02 AM	9:10 AM
1:30 PM	1:33 PM	1:50 PM	2:20 PM	2:25 PM	2:30 PM	2:35 PM	3:05 PM	3:17 PM	3:25 PM
4:15 PM	4:18 PM	4:35 PM	5:05 PM	5:10 PM	5:15 PM	5:20 PM	5:50 PM	6:02 PM	6:10 PM
6:20 PM	6:23 PM	6:40 PM	7:10 PM	-	-	7:15 PM	7:45 PM	7:57 PM	8:05 PM

**FARE RATES**

**REGULAR FARE**

1 Zone	\$1.50
2 Zone	\$3.00
First Child (0-5)	Free

Person with valid Grand Ronde Tribal ID or other official documentation showing status as a Grand Ronde tribal member

Free

**REDUCED FARE**

Additional Child (0-5)	½ Fare
Youth (6-18)	½ Fare
Senior Citizen (60+)	½ Fare
Person with Disability	½ Fare

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

## EXHIBIT C

### FARES & REVENUE

#### **Grand Ronde to Salem:**

Effective July 1, 2021 to June 30, 2023, CTGR will provide up to \$397,664 in payments for these twenty-four months to fund 4,200 revenue service hours. The revenue service hours will consist of weekday (Monday-Friday) commuter transit services between Grand Ronde and the Downtown Salem Transit Mall. 100% of the cost of service will be provided by CTGR.

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

#### **Fare Policy:**

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

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

**In the Matter of Authorizing            )  
the General Manager to Execute        )  
ODOT Section 5311 Grant                )  
Agreement No. 34998                    )**

**RESOLUTION NO. 21-29**

**WHEREAS**, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 34998; and

**WHEREAS**, ODOT allocated funding to the District for deviated fixed route, demand response, commuter, and intercity services in Tillamook County, and for planning, capital expenditures, and COVID-19 response; and

**WHEREAS**, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 34998 in the amount of \$1,462,911 on behalf of the District to aid in the financing of District operations, planning, capital expenditures, and COVID-19 response.

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

that the General Manager is hereby authorized to accept and execute ODOT Grant Agreement No. 34998 in the amount of \$1,462,911 on behalf of the Tillamook County Transportation District, to provide fixed route, demand response, commuter, and intercity service, planning, capital expenditures, and COVID-19 response.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

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, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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, 2023** (the "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: Subagreement Insurance Requirements and Recipient Insurance Requirements**

**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 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, 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 **\$2,096,096.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$1,462,911.00** (the "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. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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.a 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

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 Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 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.**
  - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
  - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

**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, including, without limitation, records relating to capital assets funded by 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, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us), a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, 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.

This Section 8 shall survive any expiration or termination of this Agreement.

## 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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: [www.fta.dot.gov/grants/13054\\_6037.html](http://www.fta.dot.gov/grants/13054_6037.html)

- c. **Subagreement indemnity; insurance**

- i. ***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.***
- ii. **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.**

- iii. 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 requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements 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, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation 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, Public Transportation 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, Public Transportation Division, were shown as the first security interest holder.
  - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
  - 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.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

## 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. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
  - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
  - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim ), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
  - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines

or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

**c. Indemnification.**

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **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.
- f. **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.
- g. **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.
- h. **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.

- i. **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 subsection. 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.

- j. **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.
- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **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.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

**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.

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**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) 949-5415  
Arla.MILLER@odot.state.or.us

**Signed Agreement Return Address: [ODOTPTDReporting@odot.state.or.us](mailto: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 \_\_\_\_\_ Arla Miller

Date \_\_\_\_\_ 06/03/2021

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

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

Name \_\_\_\_\_ Sam Zeigler by email  
(printed)

Date \_\_\_\_\_ 06/10/2021

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: 5311 Tillamook County Transportation District 34998</b>				
<i>Planning, Operations, and Equipment Purchase.</i>				
<b>Item #1: Operating Sliding Scale</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$1,422,972.00	\$798,003.00	\$624,969.00	Local
<b>Item #1: Project Level</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$70,000.00	\$62,811.00	\$7,189.00	Local
<b>Item #1: Miscellaneous Equipment</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$10,000.00	\$8,973.00	\$1,027.00	Local
<b>Item #1: Operating Assistance</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$593,124.00	\$593,124.00	\$0.00	
<b>Sub Total</b>	\$2,096,096.00	\$1,462,911.00	\$633,185.00	
<b>Grand Total</b>	<b>\$2,096,096.00</b>	<b>\$1,462,911.00</b>	<b>\$633,185.00</b>	

**1. PROJECT DESCRIPTION**

*Operations*

*This Agreement provides funding for Recipient to provide deviated fixed route, demand response, commuter, and intercity services in Tillamook County Oregon. Areas served include, but are not limited to: Tillamook, Cannon Beach, Grand Ronde, Lincoln City, Manzanita, Netarts, Oceanside, Salem, and Portland.*

*Days and hours of operation vary by service.*

*COVID-19 Operating*

*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.*

*Planning*

*This Agreement provides funding for the following elements of a short-range transit development plan that include: five to seven year finance plan to demonstrate how Recipient can maintain existing operations; maintenance finance plan; vehicle replacement plan; marketing/customer service strategy, including the Tillamook County Transportation District 25 Year Anniversary; revision to the charter and special bus operations policies and procedures.*

*Equipment Purchase*

*This Agreement provides funding to purchase vehicle conversion kits to convert transit vehicles to propane, including extended warranties purchased as part of the initial procurement (not to exceed useful life of equipment), installation costs, hardware, software, and supplies required to put the equipment into service.*

**2. PROJECT DELIVERABLES, TASKS and SCHEDULE**

*Operations*

*The service, schedule, days, hours, and service type will be designed to meet the needs of the*

*general public as determined by Recipient in consultation with the affected community members and stakeholders identified by Recipient.*

*All services provided must be open to the general public and marketed as general public service.*

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

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

*Recipient will market the services in culturally appropriate ways. Marketing and promotional activities should be focused on incentivizing ridership through inclusive customer engagement techniques. Activities may include marketing strategies, marketing campaigns, and creating marketing materials. Recipient may use key performance indicators in marketing the service.*

*Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.*

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

#### *COVID-19 Operating*

*Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Expenses 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.*

*In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies.*

#### *Planning*

*Recipient, in coordination with its regional transit coordinator, will conduct a procurement for a planning consultant, or use internal staff where sufficient planning capacity exists, to produce a plan that includes the following elements:*

##### *TASK ONE: Request for Proposal or Request for Quote*

- a. Identify segments of short-range transit development plan for proposal or quote.*
- b. Identify and send out request for proposal or quote to consultants.*
- c. Post request for proposal/quote on Oregon Procurement Information Network (ORPIN).*
- d. Review and score proposals or quotes received from consultants.*
- e. Select consultant based on review, and scoring results.*
- f. Negotiate contract with selected consultant for time, cost, and deliverables.*

##### *TASK TWO: Stakeholder Outreach*

- a. Determine the stakeholders that should be invited and give input.*
- b. Hold meetings virtually or in person, depending on state and local mandates.*
- c. Collect public comments and incorporate in the plan as appropriate.*

##### *TASK THREE: Plan Completion and Adoption*

- a. Finalize plan.*

- b.) Present plan to board for approval and adoption.*
- c) Send copy of adopted plan to State.*

#### *Equipment Purchase*

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

*Expected order date: January 1, 2022.*  
*Expected delivery date: March 31, 2023.*

### **3. PROJECT ACCOUNTING and MATCHING FUNDING**

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

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

*Recipient will subtract revenue from fares, tickets and passes, either pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses are reimbursable as operating expenses.*

*State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.*

*Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds, available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave, are included as a fund source for some Agreement projects. Projects funded with CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 20, 2020 to be eligible for reimbursement.*

*Projects funded with CARES Act funds 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, 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.*

#### *Equipment Purchase*

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

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

#### 4. REPORTING and INVOICING REQUIREMENTS

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.*  
*Disbursement Schedule for Non-CARES-funded Operations*

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

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

##### *Planning*

*Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable.*

*Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.*

##### *Equipment Purchase*

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

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

**EXHIBIT B**  
**FINANCIAL INFORMATION**

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

This Agreement is financed by the funding source indicated below:

<b>Federal Program</b>	<b>Federal Funding Agency</b>	<b>CFDA Number</b>	<b>Total Federal Funding</b>
49 U.S.C. 5311	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	<b>20.509 (5311)</b>	<b>\$1,462,911.00</b>

<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the "**State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **The Recipient shall immediately notify State of any change in insurance coverage.**

**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.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

**TYPES AND AMOUNTS.**

**WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

**COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

**AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

**EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"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.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

## EXHIBIT D

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

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

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

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

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

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must 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. 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.

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

**Authorizing the General Manager to )  
Execute ODOT Special Transportation )  
Fund Grant Agreement No. 34964 )**

**RESOLUTION NO. 21-30**

**WHEREAS**, Tillamook County Transportation District (“District”) is a Special Transportation Fund (“STF”) Agency as defined in OAR 732-005-0010; and

**WHEREAS**, the District’s Board of Directors adopted the District’s Coordinated Human Services Public Transportation Plan on November 17, 2017 to ensure that funding awarded pursuant to Oregon’s STF Program will benefit senior citizens and people with disabilities; and

**WHEREAS**, the District’s Special Transportation Fund Advisory Committee conducted a project application process and met on February 18, 2021 to prioritize recommended projects to be funded; and

**WHEREAS**, the Oregon Department of Transportation (“ODOT”) Rail and Public Division Director is authorized to make grants for public transportation projects; and

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

**WHEREAS**, the District wishes to accept the ODOT grant to support special transportation services benefitting seniors and individuals with disabilities for the 2021-2023 biennium.

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

that the General Manager is authorized to execute and file ODOT Grant Agreement No. 34964 in the amount of \$135,400 on behalf of the Tillamook County Transportation District to aid in the financing of special transportation services benefitting seniors and individuals with disabilities during the period July 1, 2021 through June 30, 2023.

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

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, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties." Recipient is an "STF Agency" as that term is defined in OAR 732-005-0010.

**AGREEMENT**

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** 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 eligible project costs incurred on or before **June 30, 2023** (the "Expiration Date"). No grant funds are available for expenditures incurred after the Expiration Date. State's obligation to disburse funds under this Agreement shall end as provided in Section 6.a. of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

**Exhibit A: Project Description and Budget**

**Exhibit B: Financial Information**

**Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements**

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

3. **Project Cost; Grant Funds.** State shall provide Recipient grant funds in an amount not to exceed **\$135,400.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this Agreement. State and Recipient agree that in no event shall the amount State provides to Recipient be less than the Minimum Allocation determined as provided in OAR 732-010-0010. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") 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 <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to [ODOTPTDReporting@odot.state.or.us](mailto:ODOTPTDReporting@odot.state.or.us). Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Funds.**
  - a. **Disbursement Generally.** State shall make quarterly installment payments to Recipient within 30 days of the beginning of each calendar quarter described in Section 5. State shall determine the amount of each quarterly payment based on the funds stated in

Section 3 divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by State if funds are adjusted as provided in Section 3.

- b. **Conditions Precedent to Disbursement.** State's obligation to disburse funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. 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.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

- c. **Recovery of Funds**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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

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

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

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

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

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

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
  - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to [ODOTPTDreporting@odot.state.or.us](mailto:ODOTPTDreporting@odot.state.or.us), a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
  - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

**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 shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. **Subagreement Indemnity; Insurance.**

- i. **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.**
  - ii. 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.
  - iii. 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. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **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.
- 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.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

#### 10. Termination

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

#### 11. General Provisions

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

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or

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

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

- b. **Liability of Recipient; Indemnification.**
- i. **Recipient shall defend, save, hold harmless, and indemnify the State, the Oregon Transportation Commission, ODOT, and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (collectively, "Claim") which may be brought or made against State by a third party arising out of or related to any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Recipient or its officers, employees or agents arising out of or related to this Agreement. Recipient's obligation under this Section shall not extend to any claim primarily caused by the negligent or willful misconduct of State.**
  - ii. **Any such indemnification shall also provide that neither Recipient, nor any attorney engaged by Recipient, 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 is prohibited from defending State or that Recipient 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 if State elects to assume its own defense.**
  - iii. Sections 11.b.i. and 11.b.ii shall survive termination of this Agreement.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit

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

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

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

shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- o. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

**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.

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**SIGNATURE PAGE TO FOLLOW**

**Tillamook County Transportation District,**  
by and through its

**State of Oregon,** by and through its  
Department of Transportation

By \_\_\_\_\_  
(Legally designated representative)

By \_\_\_\_\_  
Karyn Criswell  
Public Transportation Division Administrator

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_

By \_\_\_\_\_ Arla Miller

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_ 06/10/2021

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

(For funding over \$150,000)

**APPROVED AS TO LEGAL SUFFICIENCY**

N/A

(If required in local process)

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

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

**State Contact:**

Arla Miller  
555 13th Street NE  
Salem, OR 97301-4179  
1 (503) 949-5415  
Arla.MILLER@odot.state.or.us

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

**EXHIBIT A**  
**Project Description and Budget**

**Project Description/Statement of Work**

<b>Project Title: STF Tillamook County Transportation District 34964</b>				
<i>Operating</i>				
<b>Item #1: Operating</b>				
	Total	Grant Amount	Local Match	Match Type(s)
	\$135,400.00	\$135,400.00	\$0.00	
<b>Sub Total</b>	<b>\$135,400.00</b>	<b>\$135,400.00</b>	<b>\$0.00</b>	
<b>Grand Total</b>	<b>\$135,400.00</b>	<b>\$135,400.00</b>	<b>\$0.00</b>	

**1. PROJECT DESCRIPTION**

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

**2. PROJECT DELIVERABLES**

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

Recipient may distribute Special Transportation Fund (STF) funds to eligible subrecipients and projects. Additional projects or subrecipients require an amended application approved by State.

Recipient shall include any equipment purchase valued at \$50,000 or more, any transit vehicle acquired, and any transit facility constructed subject to this Agreement in Recipient's Agency Periodic Report and Transit Asset Management reporting to State.

**3. PROJECT ACCOUNTING**

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

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

Generally accepted accounting principles and Recipient's 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. Matching grant funds do not constitute claiming the same cost twice. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

**EXHIBIT B**  
**FINANCIAL INFORMATION**

This Agreement is financed by the funding source indicated below:

<b>State Program</b>	<b>State Funding Agency</b>		<b>Total State Funding</b>
STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30  And/Or  STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		<b>\$135,400.00</b>

<b>Administered By</b> Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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## EXHIBIT C

### Insurance Requirements

#### Subagreement Insurance Requirements

##### GENERAL.

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

##### TYPES AND AMOUNTS.

##### WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

##### COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

##### AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

##### EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

**ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/ Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

**"TAIL" COVERAGE.**

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution 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 Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (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 twenty-four (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 thirty (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). **Recipient shall immediately notify State of any change in insurance coverage.**

**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.

**Recipient Insurance Requirements**

**GENERAL.**

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from 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. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

**INSURANCE REQUIREMENT REVIEW.**

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

#### **TYPES AND AMOUNTS.**

##### **WORKERS COMPENSATION.**

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

##### **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

##### **AUTOMOBILE LIABILITY.**

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

##### **EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

##### **ADDITIONAL INSURED.**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

##### **"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.

**STATE ACCEPTANCE.**

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

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

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

**RESOLUTION NO. 21-31**

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

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

**WHEREAS**, the Transportation Advisory Committee convened on February 9, 2021 to review proposed projects and determined the Marie Mills Center special transportation services program to be an eligible activity in the District's Coordinated Human Services Public Transportation Plan; and

**WHEREAS**, the TCTD Board accepted the Transportation Advisory Committee's recommendations by Resolution 21-02 on February 18, 2021; and

**WHEREAS**, it is necessary to execute the attached agreement with the Marie Mills Center regarding the use of STF Program monies.

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

that the Tillamook County Transportation District Board of Directors authorizes a total award of \$35,321 to Marie Mills Center for special transportation services for developmentally disabled adults; and

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

INTRODUCED AND ADOPTED this 17<sup>th</sup> day of June 2021.

ATTEST:

By: \_\_\_\_\_  
James Huffman, Board Chair

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

## MARIE MILLS CENTER STF FORMULA AGREEMENT

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

TCTD and Contractor mutually covenant and agree as follows:

1. **STATEMENT OF WORK:** CONTRACTOR agrees to provide certain special transportation services as more particularly described within Exhibit A, attached hereto and by this reference made a part hereof. CONTRACTOR agrees to comply with the provisions of Agreement No. 34964 between the Oregon Department of Transportation (“ODOT”) and TCTD, authorizing TCTD to receive state STF funds, as well as the reporting conditions as shown on Exhibit B.
2. **CONSIDERATION:** The price for the services and/or goods provided by CONTRACTOR shall be \$35,321 during the 2021-2023 Biennium. Payment shall be made in eight (8) quarterly installments of \$4,415.13, upon receipt of, and approval of, the quarterly report and supporting documentation.
3. **CONTRACT TERM:** The term or period of this agreement shall be from July 1, 2021 through June 30, 2023.
4. **CONTRACT DOCUMENTS:** The following documents comprise the contract and are incorporated by reference in their entirety:
  - a. 2021-2023 Biennium STF Formula Program Application for this project
  - b. The Marie Mills Center Proposal, attached as Exhibit A
  - c. The Marie Mills Center Reporting Conditions, attached as Exhibit B
  - d. Agreement No. 34964 insurance requirements between ODOT and TCTD, attached as Exhibit C
5. **SUBCONTRACTS:** CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this contract unless they have been reviewed and approved by the Transportation Advisory Committee and received approval from the Tillamook County STF Agency Administrator.
6. **DUAL PAYMENT:** CONTRACTOR shall not be entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this contract from any other source.
7. **AMENDMENTS:** The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by the parties.

8. TERMINATION:
  - a. The contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice in writing and delivered by certified mail, or in person. Any such termination of this contract shall be without prejudice to any obligation or liabilities of either party already accrued before such termination.
  - b. TCTD may terminate this Agreement upon 10 days' notice to CONTRACTOR and failure of CONTRACTOR to cure within the period provided in the notice if CONTRACTOR fails to comply with any of the terms of this Agreement.
9. ACCESS TO RECORDS: The TCTD, the Secretary of State's Office of the State of Oregon, the Public Transit Division of the Oregon Department of Transportation, or their duly authorized representatives shall have access to the books, documents, papers, and records of the CONTRACTOR, which are related to the performance of this contract for the purpose of making audit, examination, excerpts, and transcripts.
10. STATE WORKERS' COMPENSATION ACT: The CONTRACTOR, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. Contractor shall provide proof of compliance with Oregon Workers' Compensation law by providing TCTD with a copy of Notice of Compliance or similar document.
11. LIABILITY; INDEMNIFICATION: The CONTRACTOR shall indemnify, defend, save, and hold harmless the TCTD, the Public Transit Division of the Oregon Department of Transportation, and their respective officers, agents, employees, and members, from all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of CONTRACTOR'S officers, agents, employees, or subcontractors ("Claims"). It is the specific intention of the parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by CONTRACTOR from and against all claims.
12. NONDISCRIMINATION: CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
13. WAIVER: The failure of the TCTD to enforce any provision of this contract shall not constitute a waiver by the TCTD of that or any other provision.
14. INSURANCE: CONTRACTOR covenants that it has, and will retain throughout the term of this agreement, insurance coverage sufficient to protect project

facilities and equipment and to fund the indemnity of paragraph 11.0 of this agreement and Exhibit C to Grant Agreement No. 34964.

15. ASSIGNMENT: CONTRACTOR shall not assign or transfer its interest in this contract without the express written consent of TCTD.
16. INTEGRATION: This AGREEMENT supersedes all prior oral or written agreements between CONTRACTOR and TCTD regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provision, covenants, and conditions of this agreement.
17. SAVINGS: Should any clause or section of this AGREEMENT be declared by a court of competent jurisdiction to be void, the remainder of the AGREEMENT shall remain in full force and effect.
18. JURISDICTION; LAW: This AGREEMENT is executed in the State of Oregon and is subject to Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.
19. LEGAL REPRESENTATION: In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel or now waives that right. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.
20. ATTORNEY FEES: Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
21. NOTICES: Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when actually delivered or three days after the deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

TCTD  
Douglas Pilant, General Manager  
3600 3<sup>rd</sup> Street, Suite A  
Tillamook, OR 97141

Marie Mills Center  
Ron Rush, Executive Director  
1800 Front Street  
Tillamook, OR 97141

22. LANGUAGE: The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter references are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.
23. MEDIATION; ARBITRATION;
  - a. DISPUTES FIRST MEDIATED, THEN ARBITRATED: All disputes on or related to this contract shall be submitted first to mediation and then, if any

dispute remains, to binding arbitration. Mediation and arbitration shall be in Tillamook County, Oregon, unless otherwise agreed.

- b. PROCEDURE FOR ARBITRATION; COSTS: The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. The costs and expenses of any mediator or arbitrator shall be shared equally by the parties.
- c. NOTICE OF DEMAND: Notice of demand for mediation or arbitration shall be filed in writing with the other party to this agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based on such claims, dispute or other matter would be barred by the applicable statute of limitations.

24. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

Contractor:

\_\_\_\_\_  
Ron Rush, Executive Director  
Marie Mills Center, Inc.

\_\_\_\_\_  
Federal Tax I.D. No.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

Tillamook County Transportation District

\_\_\_\_\_  
STF Administrator  
Doug Pilant, General Manager  
Tillamook County Transportation District

DATED this \_\_\_\_\_ day of \_\_\_\_\_.

## **EXHIBIT A**

### **History of Marie Mills Center and Goals**

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

#### **Narrative Regarding Existing Transportation Services**

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

#### **What We Hope to Accomplish with STF Funding**

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

#### **Goals for 2021 to 2023**

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

## EXHIBIT B

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

Marie Mills Center will make quarterly progress reports to TCTD, in accordance with Agreement No. 34964 between the State of Oregon, ODOT and TCTD. Reporting periods are July through September, October through December, January through March, and April through June.

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

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

**EXHIBIT C**

**CERTIFICATION OF INSURANCE**

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