

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Thursday, August 18, 2022 at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

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

An Ordinance Establishing)
Regulations Governing Conduct) **ORDINANCE NO. 3**
On District Property)

The Board of Directors of Tillamook County Transportation District does hereby ordain and decrees the following Ordinance:

1.05 To facilitate the purposes set forth in ORS Chapter 267, and for the safety, convenience, and comfort of District Passengers and for the protection and preservation of District property, it is necessary to establish the following rules and regulations governing use of District facilities and providing remedies for violations thereof.

- 1.10 **Definitions.** As used in this Ordinance, unless the context requires otherwise:
- (1) "District" means the Tillamook County Transportation District.
 - (2) "District Appeals Officer" means any person designated by the District General Manager to hear appeals to Notices of Exclusion.
 - (3) "District Facility" includes the District Administrative Facility, the Transit Visitor Center any other District transit bus stop, any bus passenger shelter, any District-operated parking lot or park-and-ride lot, covered areas of any bus stop, and any lands and rights of way that are owned, leased, held, or used for the purposes of providing public transportation services.
 - (4) "District Transit System" means the property, equipment and improvements of whatever nature owned, leased or controlled by the District to provide public transportation for passengers or to provide for movement of people, and includes any District Vehicle and any District Facility.
 - (5) The "Boarding Platform Area" of the Transit Visitor Center are designated on the attached Map. Boarding Platform Areas at bus stops within public rights-of-way are limited to eight feet from bus doors while buses are loading/unloading. Boarding Platform Areas at other locations owned/controlled by the District shall be eight feet from the curb where buses load/unload passengers.
 - (6) A "shelter" is the area within the drip line of any structure located at a District bus stop that is designed or used to protect District customers from adverse weather conditions.
 - (7) "District Vehicle" includes a bus, van or other vehicle used to transport passengers or a vehicle owned or operated by or on behalf of the District.
 - (8) "Emergency" includes, but is not limited to, a fire on a District Vehicle or Facility, or serious physical injury to person, or threat thereof, or any apparently urgent medical need.
 - (9) "Operator" means a District employee responsible for operating any District Vehicle.

- (10) "Passenger" means a person who holds a valid fare, or is otherwise authorized a free or reduced fare, and is en route on a District Vehicle, or waiting for the next available District Vehicle, to such person's destination, or a person who enters a District Facility with the intent to purchase a valid fare for transportation on the next available District Vehicle to such person's destination.
- (11) "Police Officer" shall have the meaning as defined in ORS 181.610.
- (12) "Safety and Inspector Officer" means a person other than a "Police Officer" authorized by the General Manager to demand proof of fare payment and to issue citations as provided in this ordinance.
- (13) "Supervisor" means any District employee responsible for the supervision of any District transit operation.
- (14) "Service Animal" means any animal used by a person who requires the assistance of such animal to facilitate that person's life functions, including but not limited to seeing and hearing.

1.15 **Regulations:**

- (1) **Elderly and Disabled Seating.** The seats at the front of buses are reserved for the use of disabled and senior Passengers. Non-qualifying passengers must vacate such seating upon request of any District Vehicle operator or employee.
- (2) **Smoking Prohibited.** No person shall smoke tobacco or any other substance, or carry any burning or smoldering substance, in any form, aboard a District vehicle or within the boundaries of any District transit facility; except smoking may be permitted at a District facility within any posted area designated as a "SMOKING AREA." The General Manager or her/his designee may designate appropriate areas where smoking is permitted.
- (3) **Alcohol and Drugs.** No person shall use or possess alcohol or illegal drugs on a District Vehicle or Facility, except for lawfully possessed and unopened alcoholic beverages.
- (4) **Criminal Activity.** No person shall engage in any activity prohibited by State, County or Municipal Law of Oregon while on a District vehicle, or within any District Facility or the District Transit System.
- (5) **Disorderly Conduct.** No person shall intentionally or recklessly cause inconvenience, annoyance or alarm to another by:
 - (a) Engaging in fighting, or violent, tumultuous or threatening behavior (physical or verbal), within any District Vehicle or District Facility;
 - (b) Making unreasonable noise within any District Vehicle or in any District Facilities;
 - (c) Obstructing the free movement of passengers within any District Vehicle or District Facility;
 - (d) Creating a hazardous or physically offensive condition within a District Vehicle or District Facility;
 - (e) Otherwise violate ORS 166.025 as now in effect or hereafter amended.
- (6) **Harassment.** No person shall intentionally or recklessly harass or annoy another person by:
 - (a) Subjecting such other person to offensive physical contact;

- (b) Publicly insulting such other person by abusive words or gestures in a manner intended and likely to provoke a violent response; or
 - (c) Otherwise violate ORS 166.065 as now in effect or hereafter amended.
- (7) **Threatening or Offensive Language.** No person shall intentionally or recklessly disturb, harass, or intimidate another person by means of threatening or offensive language, or obscenities in a District Vehicle or in a District Facility in such a manner as to interfere with a passenger's use and enjoyment of the transit system.
- (8) **Food and Beverages.** For the protection of public safety, no person shall bring aboard a District Vehicle any food or beverage in open containers. No person shall consume food or alcohol on any District Vehicle. Passengers on District Vehicles may consume non-alcoholic beverages only from containers with snap-on or screw-on lids.
- (9) **Littering, Spitting.** No person shall discard or deposit, other than into a trash receptacle provided for that purpose, any rubbish, trash, debris, cigarette butts, or offensive substance in or upon a District Vehicle or District Facility. No person shall spit, defecate, or urinate in or upon any District Vehicle or District Facility except in a toilet.
- (10) **Interfering with Public Transportation.** No person shall:
- (a) Intentionally or knowingly enter unlawfully or remain unlawfully in or on a District Vehicle or District Facility;
 - (b) Intentionally or knowingly interfere with the provision or use of public transportation services by, among other things, interfering with the movement of, or access to, District Vehicles;
 - (c) While in or on a District Vehicle or District Facility, engage in disorderly conduct in the second degree as defined in ORS 166.025;
 - (d) Subject a District passenger, employee, agent or Police Officer to offensive physical contact; or
 - (e) Otherwise violate ORS 166.116 as now in effect or hereafter amended.
- (11) **Safety.**
- (a) All passengers (except infants who are held) must wear shoes, pants/shorts and shirt, a dress, or comparable clothing on District Vehicles and in District Facilities. In addition, all passengers must cover any exposed skin that may transmit communicable disease.
 - (b) No person shall in any manner hang onto, or attach himself or herself onto any exterior part of a District Vehicle at any time. In addition, no person shall extend any portion of his or her body through any door or window of a District Vehicle.
 - (c) No person shall ride a skateboard, roller skates or in-line skates in a District Vehicle or District Facility. Passengers with in-line skates will be allowed in a District Vehicle or District Facility so long as the wheels are rendered inoperable by a device ("skate guard") designed to provide stability and traction to the user and to permit the user to walk while wearing the skates.

- (d) No person shall discharge any weapon or throw, or cause to be thrown or projected, any object at or within a District Vehicle or District Facility, or at any person on a District Vehicle or in any part of a District Facility.
 - (e) No person shall interfere, in any manner, with the safe operation or movement of any District Vehicle.
 - (f) No person shall impede or block the free movement of passengers, or otherwise disrupt the functions of the District in any District Facility Boarding Platform Area, or in any District Vehicle.
- (12) **Damaging or Defacing District Property.** No person shall:
- (a) Draw graffiti or any other writing on any District Vehicle or any other District Property; or
 - (b) In any manner damage, destroy, interfere with, or obstruct in any manner, the property, services, or facilities of the District.
- (13) **District Property.**
- (a) **Use of the District Transit System.** The Transit System is intended for the use of the District's passengers. To ensure the safety, comfort, and convenience of such passengers, no person shall impede or block the free movement of passengers, interfere with ingress and egress from District Facilities and Vehicles, intimidate or harass other passengers, or in any manner interfere with the principal transportation purpose to which the Transit System is dedicated.
 - (b) **Limited Access Areas.** To ensure the safety, comfort, and convenience of District passengers and the safe and efficient operation of the Transit System, only passengers, District personnel, and those transacting District business shall be permitted within any District administrative facility, customer service center, shelter, District Vehicle, and on any District Boarding Platform area.
 - (c) **Off-hours Closure.** All District Facilities shall be closed during non-operating hours. No person other than Police Officers, District personnel, or persons authorized by the District shall be in or about any District Facility during hours in which that District Facility is closed to the general public.
 - (d) **District's Right of Closure.** The District expressly reserves the right to close any District Facilities and exclude all access at a time and for a duration to be determined by the District Board or General Manager. Such closure may be necessary for reasons that include, but are not limited to, an emergency, natural disaster, cleaning, or repairs.
 - (e) **Damaging District Property.** No person shall damage, destroy, interfere with, or obstruct in any manner the property, services, or facilities of the District.
 - (f) **Exclusion of Non-District Vehicles.** Unless otherwise allowed by posted sign, all non-District vehicles are excluded from District Facilities. Emergency vehicles and other vehicles authorized by the District are exempt from this exclusion.

- (g) **Free Movement of District Vehicles.** No person or vehicle shall obstruct the free movement of District Vehicles while loading or unloading Passengers, or while entering or exiting a District Facilities.
- (h) **Skateboards, In-line Skates, Bicycles.** No person shall ride a bicycle, skateboard or in-line skates at a District Facilities. Bicycles shall only be parked at a District Facility designated areas.
- (14) **Animals.** No person shall bring or carry aboard a District Vehicle, or take into a District Facility, any animal not housed in an enclosed carrying container, except for a person who requires a service animal, or a person training a service animal. In no event, however, shall any animal be allowed on a District Vehicle or at a District Facility if such animal creates a hazard to any passenger or District employee.
- (15) **Carriages and Strollers.** No person shall bring or carry aboard a District Vehicle a carriage or stroller unless such item is folded and unoccupied. Carriages and strollers must remain folded while aboard the District Vehicle.
- (16) **Packages.** Any packages or parcels brought aboard a District Vehicle must be able to be stored on and/or below one seat (if available), and must be secured so as to prevent their displacement should the Vehicle be required to make a sudden stop or sharp turn. In no event shall any package or parcel be allowed to block access to any aisle or stairway.
- (17) **Radios.** No person shall play radios, or other audio devices or musical instruments on a District Vehicle or in a District Facility, unless the sound produced thereby is only audible through earphones to the person carrying the device.
- ~~(18) **Repulsive Odors.** No person shall board or remain on a District Vehicle or enter or remain in a District Facility if the person, the person's clothing, or anything in the person's possession, emits a grossly repulsive or noxious odor that is unavoidable by other District passengers on the Vehicle or in the Facility and which causes extreme discomfort to District passengers or employees.~~
- (18) **Emergency Exit.** No person shall activate the "Emergency Exit" or alarm devise of a District Vehicle or Facility in the absence of an emergency.
- (19) **District Seats.** No person shall place his or her feet on seat cushions on any District Vehicle or in any District Facility.
- (20) **Posting Notices.** Except as otherwise allowed by District regulation, no person shall place, permit or cause to be placed any notice or advertisement upon any District Vehicle, or on any District Facility or upon any non-District vehicle without the owner's consent while the vehicle is parked at a District Facility.
- (21) **Flammable Substances.** No person shall bring aboard a District Vehicle, or take into a District Facility flammable substance, except for matches and cigarette lighters.
- (22) **Weapons.** No person, except a Police Officer, shall bring into or carry aboard a District Vehicle, or bring into a District Facility, any knife, (except a folding knife with a blade less than 3 ½ inches in length), ice pick, bow, arrow, crossbow, any explosive device or material, any instrument or

weapon commonly known as a blackjack, sling shot, sand club, sandbag, sap glove or metal knuckles, etc., or any other illegal or unlawfully possessed weapon of any kind.

(23) **Non-payment of Fare; Misuse of Bus Pass or Group Pass.**

- (a) **Non-payment of Fare.** No person shall occupy, ride in or use, any District Vehicle unless the person has paid the applicable fare; has a valid and lawfully acquired transfer, bus pass, or group pass; or is otherwise authorized a free or reduced fare.
- (b) **Misuse of Bus Pass.** No person shall use or attempt to use a District bus pass to board or ride in a District Vehicle unless the bus pass was lawfully acquired at an authorized District outlet by or on behalf of the person. Unless otherwise transferable by the express terms of the bus pass, only the person identified on the bus pass may use such pass.
- (c) **Misuse of Group Pass.** No person shall use or attempt to use a District group pass to board or ride in a District Vehicle unless:
 - (i) The group pass was lawfully acquired at an authorized District outlet by or on behalf of the person; and
 - (ii) The group pass is used according to the terms of the applicable group pass agreement; and
 - (iii) The person is a current member of the group to whom group pass were issued pursuant to the applicable group pass agreement.
- (d) **Confiscation of Misused Bus Pass or Group Bus Pass.** Any District Vehicle operator or any Police Officer may confiscate a bus pass or group bus pass used or presented for use in violation of subsections (b) or (c) of this section.
- (e) **Nonpayment of Fare, Misuse of Bus Pass or Group Bus Pass is Theft.** Any person who violates subsection (a), (b) or (c) above, in addition to any penalties described herein, may be subject to criminal prosecution for theft of services.

1.20 **Exclusion.**

- (1) In addition to any penalties provided herein for the violation of this Ordinance, and to any penalties for the violation of the laws of the State of Oregon, any Police Officer, Safety and Inspector Officer and other persons as may be designated by the District's General Manager, may issue a Notice of Exclusion from the District Transit System to any person who violates this Ordinance. The maximum period for exclusion shall not exceed ninety (90) days.
 - (a) Except as provided in (b) below, written Notice signed by the issuing authority shall be given to a person who has been excluded from all or part of the District Transit System. The written Notice shall specify the particular violation or reason for exclusion, places and duration of exclusion, and the consequences for failure to comply with the notice.
 - (b) In order to ensure the safety, convenience, and comfort of all passengers, a District Vehicle operator may, without giving written Notice of Exclusion, direct a passenger to leave a District Vehicle,

or direct a prospective passenger not to board a District Vehicle, if the operator has probable cause to conclude that such passenger is in violation of any provision of the Ordinance. Without written Notice of Exclusion, such exclusion shall be effective only for the route in progress at the time of the exclusion.

- (2) A Notice of Exclusion shall be effective immediately upon issuance and shall remain in effect until the exclusion expires, is terminated by the District, or is rendered ineffective upon appeal. Any person receiving a Notice of Exclusion may appeal in writing under the following procedures:
 - (a) Appeals must be in writing and delivered to the District Appeals Manager within ten (10) days of receipt of the Notice of Exclusion. For appeals sent by mail, timeliness shall be determined by the date postmarked.
 - (b) The District Appeals Officer shall review the appeal and issue a decision within ten (10) days after receipt of the appeal. He or she shall notify appellant, in writing, of the decision. The exclusion shall remain in effect during the pendency of the appeal.
 - (c) If the decision on appeal is in favor of the excluded person, the period of exclusion set forth in the Notice of Exclusion shall be terminated immediately. If the appellant is dissatisfied with the ruling of the District Appeals Officer, he or she may appeal to the District General Manager.
 - (d) Appeals to the District General Manager must be made within ten (10) days of the District Appeals Officer's decision. Appellants shall have the right to present information at a meeting open to the public, if desired, and will be notified of the date, time, and location.
 - (e) The District General Manager shall render a decision within fifteen (15) days after receiving the appeal. The decision by the District General Manager shall be final.
- (3) Notwithstanding (2) above, at any time during the period of exclusion, a person who has received a Notice of Exclusion may apply to the District Appeals Officer for a variance to allow the person to enter upon the District Transit System. The District Appeals Officer may, at his or her sole discretion, grant a variance if the person establishes a need to enter upon the District Transit System for reasons of employment, medical treatment or similar good cause. A variance may include such conditions as the District Appeals Officer determines will prevent future offenses.
- (4) A person excluded under this section may not enter or remain upon any part of the District Transit System from which the person is excluded during the stated period of exclusion. In addition to penalties imposed by this Ordinance, an excluded person who enters or remains upon any District Vehicle or part of the District Transit System from which the person has been excluded, may be charged with Criminal Trespass in the Second Degree, ORS 164.245, or as amended hereafter, and subjected to the penalties thereto.

1.25 **Violations and Enforcement.**

- (1) Any Police Officer, Safety and Inspector Officer, or Operator has the authority to refuse entrance on a District Vehicle or District Facility, require

departure from a District Vehicle or District Facility, or to require a seating change, of any person who violates this ordinance, regardless of location and regardless of pass, transfer, ticket, or valid fare.

- (2) In addition to being excluded from the system pursuant to §1.20 of this Ordinance, any person who violates this Ordinance commits a violation as defined in ORS 153.008 to 153.025 and, upon conviction, may be punished by a fine of not more than \$250, in addition to other penalties provide by law.
- (3) Any Police Officer as well as Safety and Inspector Officer is authorized to issue citations to any person who violates any provision of this Ordinance. Safety and Inspector Officers are not Police Officers and only have the powers to arrest afforded a private person under ORS 133.225.

1.30 **Jurisdiction.** The laws of the State of Oregon, and all local laws of the jurisdiction where any infraction occurs, apply with equal force and effect to the District Transit System. Police Officers are expressly authorized to enforce all applicable State and local laws, and this Ordinance, upon the District Transit System.

1.35 **Severability.** It is hereby declared to be the legislative intent of Tillamook County Transportation District that the provisions of this Ordinance are severable, and if any provision, clause, section, or part is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, the remaining provisions shall continue to be in force and such partial illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair the application of the remaining provisions to other persons and circumstances.

2.0 **Effective Date.** These amendments to Ordinance 3 shall become effective thirty (30) days after their adoption.

Passed and adopted by the District Board this ____ day of _____, 2022 and signed by the Board Chair and Board Clerk in authentication of its passage.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

First Reading: _____

Board Chair

Second Reading: _____

Effective Date: _____

Attest:

Board Clerk

Tillamook County Transportation District
 Normal Trial Balance
 From 7/1/2022 Through 7/31/2022

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account	527,783.25	
1006	Payroll Checking	53,607.96	
1009	NW RIDES ACCOUNT	334,816.43	
1011	Prop. Mgmt. Checking	42,914.51	
1020	LGIP - General Account	722,319.39	
1030	LGIP - Capital Reserve	1,352,551.77	
1040	Petty Cash	200.00	
Report Total		3,034,193.31	0.00
Report Difference		3,034,193.31	

QW
8-3-22
MM
8-5-22

8-10-22
 MW
 9-10-22

Tillamook County Transportation District
 Financial Statement

From 7/1/2022 Through 7/31/2022

Resources	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	.08%
Working Capital						
Fares	3500 0.00	3,010,585.00	0.00	3,051,835.00	(3,051,835.00)	0.00%
Contract Revenue	4000 21,140.20	(52,083.33)	21,140.20	200,000.00	(178,859.80)	10.57%
Property Tax	4020 40,232.76	79,583.33	40,232.76	955,000.00	(914,767.24)	4.21%
Past Years Property Tax	4100 0.00	89,510.33	0.00	1,074,124.00	(1,074,124.00)	0.00%
State Timber Revenue	4110 8,309.27	(7,083.33)	8,309.27	25,000.00	(16,690.73)	33.23%
Mass Transit State Payroll Tax	4120 0.00	50,000.00	0.00	325,000.00	(325,000.00)	0.00%
STIF Formula	4130 29,042.43	7,083.33	29,042.43	85,000.00	(55,957.57)	34.16%
Capital Grants	4135 89,888.00	92,815.50	89,888.00	371,262.00	(281,374.00)	24.21%
Grants - FTA 5311	4210 0.00	73,691.08	0.00	884,293.00	(884,293.00)	0.00%
Grants - COVID	4220 0.00	87,752.92	0.00	1,053,035.00	(1,053,035.00)	0.00%
NWOTA Partner Cont. Match	4221 0.00	690,000.00	0.00	690,000.00	(690,000.00)	0.00%
Grants - STF	4225 12,000.00	0.00	12,000.00	170,121.00	(158,121.00)	7.05%
Grants - 5311 (f)	4230 16,925.00	0.00	16,925.00	67,700.00	(50,775.00)	25.00%
Grants - 5310	4240 0.00	36,750.00	0.00	441,000.00	(441,000.00)	0.00%
Grants - 5305	4245 0.00	12,619.08	0.00	151,429.00	(151,429.00)	0.00%
Special Bus Operations	4246 0.00	2,953.17	0.00	35,438.00	(35,438.00)	0.00%
Miscellaneous Income	4300 571.50	83.33	571.50	1,000.00	(428.50)	57.15%
Sale of Assets - Income	4400 887.00	7,083.33	887.00	85,000.00	(84,113.00)	1.04%
Interest Income	4410 0.00	0.00	0.00	10,000.00	(10,000.00)	0.00%
Lease Income	4510 2,342.70	958.34	2,342.70	11,500.00	(9,157.30)	20.37%
Lease Operational Exp Income	4900 2,000.00	2,000.00	2,000.00	24,000.00	(22,000.00)	8.33%
Transfer From General Fund	4910 978.29	1,250.00	978.29	15,000.00	(14,021.71)	6.52%
Transfer from STF Fund	4911 0.00	706,923.00	0.00	706,923.00	(706,923.00)	0.00%
	4916 0.00	50,039.00	0.00	50,039.00	(50,039.00)	0.00%

Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District

Financial Statement

From 7/1/2022 Through 7/31/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	%
Transfer from NWOTA	4917	0.00	0.00	3,000.00	(3,000.00)	0.00%
Transfer from STIF Fund	4918	0.00	0.00	700,000.00	(700,000.00)	0.00%
Total Resources	<u>224,317.15</u>	<u>5,645,514.08</u>	<u>224,317.15</u>	<u>11,186,699.00</u>	<u>(10,962,381.85)</u>	<u>2.01%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	35,420.72	40,833.33	490,000.00	454,579.28	7.22%
Payroll: Dispatch	5020	12,352.66	36,234.08	175,000.00	162,647.34	7.05%
Payroll: Drivers	5030	138,810.64	137,500.00	1,650,000.00	1,511,189.36	8.41%
Payroll: Maintenance	5040	12,595.94	12,833.33	154,000.00	141,404.06	8.17%
Payroll Expense	5050	17,664.62	16,250.00	195,000.00	177,335.38	9.05%
Payroll Healthcare	5051	42,024.40	44,833.33	538,000.00	495,975.60	7.81%
Payroll Retirement	5052	6,321.72	8,125.00	97,500.00	91,178.28	6.48%
Payroll Veba	5053	4,003.73	4,041.67	48,500.00	44,496.27	8.25%
Workers Compensation Ins.	5055	28,230.15	3,750.00	47,000.00	18,769.85	60.06%
Total Personnel Services	<u>297,424.58</u>	<u>304,400.74</u>	<u>297,424.58</u>	<u>3,395,000.00</u>	<u>3,097,575.42</u>	<u>8.76%</u>
Materials and Services						
Professional Services	5100	20,461.21	8,750.00	105,000.00	84,538.79	19.48%
Administrative Support	5101	0.00	6,666.67	25,000.00	25,000.00	0.00%
Website Maintenance	5102	0.00	3,833.33	46,000.00	46,000.00	0.00%
Planning	5103	0.00	100,000.00	100,000.00	100,000.00	0.00%
Dues & Subscriptions	5120	0.00	1,000.00	12,000.00	12,000.00	0.00%
Office Equipment R&R	5140	225.22	333.33	4,000.00	3,774.78	5.63%
Computer R&M	5145	3,241.70	4,125.00	49,500.00	46,258.30	6.54%
Fees & Licenses	5150	2,880.00	2,500.00	30,000.00	27,120.00	9.60%

Date: 8/10/22 03:53:20 PM Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District

Financial Statement

From 7/1/2022 Through 7/31/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	.08%
Insurance	5160	0.00	12,916.66	0.00	155,000.00	0.00%
Office Expense	5170	723.79	1,250.00	723.79	14,276.21	4.82%
Board Expense	5175	500.75	1,083.33	500.75	12,499.25	3.85%
Operational Expense	5180	6,148.66	6,041.67	6,148.66	66,351.34	8.48%
Drug & Alcohol Administration	5185	45.00	208.33	45.00	2,455.00	1.80%
Marketing	5190	3,833.99	9,166.66	3,833.99	106,166.01	3.48%
Telephone Expense	5210	1,149.88	1,875.00	1,149.88	21,350.12	5.11%
Travel & Training	5220	2,202.50	3,916.67	2,202.50	44,797.50	4.68%
Vehicle Expense	5240	15,919.88	10,416.67	15,919.88	109,080.12	12.73%
Diesel & Gasoline Fuel	5245	39,625.56	33,333.33	39,625.56	360,374.44	9.90%
Propane Fuel	5247	0.00	30,000.00	0.00	30,000.00	0.00%
Postage	5260	0.00	166.67	0.00	2,000.00	0.00%
Mgmt/Labor Recreation Fund	5270	0.00	275.67	0.00	3,308.00	0.00%
Transit Center Maint	5285	1,907.22	2,083.33	1,907.22	23,092.78	7.62%
COVID Expense	5291	1,000.00	57,500.00	1,000.00	689,000.00	0.14%
Property Operating Expense	5300	2,726.92	2,625.00	2,726.92	23,273.08	10.48%
Property Maint. & Repair	5340	2,169.64	2,500.00	2,169.64	27,830.36	7.23%
Operations Facility Maint.	5346	2,182.46	333.33	2,182.46	1,817.54	54.56%
Total Materials and Services		106,944.38	302,900.65	106,944.38	2,144,308.00	4.99%
Special Payments						
STF Payments to Recipients	5200	4,415.13	(4,339.00)	4,415.13	13,245.87	24.99%
STIF Payments to Recipients	5201	1,500.00	2,250.00	1,500.00	4,500.00	25.00%
Total Special Payments		5,915.13	(2,089.00)	5,915.13	17,745.87	25.00%
Transfers						
Transfer to Property Mgmt	9110	0.00	29,000.00	0.00	29,000.00	0.00%

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Tillamook County Transportation District

Financial Statement

From 7/1/2022 Through 7/31/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	.08%
9130 Transfer to General Fund	0.00	753,039.00	0.00	753,039.00	753,039.00	0.00%
9150 Transfer to Vehicle Reserve	0.00	10,000.00	0.00	10,000.00	10,000.00	0.00%
9160 Transfer to NWOTA Fund	0.00	667,923.00	0.00	667,923.00	667,923.00	0.00%
9175 Reserve for Future Expenditure	0.00	1,316,835.00	0.00	1,316,835.00	1,316,835.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	622,597.00	0.00	622,597.00	622,597.00	0.00%
Total Transfers	0.00	3,399,394.00	0.00	3,399,394.00	3,399,394.00	0.00%
Capital Outlay						
Debt Service						
5325 PUD Loan Expense	602.95	0.00	602.95	0.00	(602.95)	0.00%
5337 OTIB TVC Loan 0071	0.00	541.67	0.00	6,500.00	6,500.00	0.00%
5338 OTIB Loan 0061	0.00	32,000.00	0.00	32,000.00	32,000.00	0.00%
Total Debt Service	602.95	32,541.67	602.95	38,500.00	37,897.05	1.57%
Capital Purchases						
5350 Building Repair & Renovation	0.00	0.00	0.00	25,000.00	25,000.00	0.00%
6000 Bus Replacement/Addition	0.00	70,833.33	0.00	850,000.00	850,000.00	0.00%
6010 Van Replacement/Addition	0.00	7,916.67	0.00	95,000.00	95,000.00	0.00%
6020 Computer Upgrade	0.00	833.33	0.00	10,000.00	10,000.00	0.00%
6021 Fuel Cell Triangulation Point	0.00	0.00	0.00	6,000.00	6,000.00	0.00%
6040 Bus Stop Signage/Shelters	0.00	777,960.67	0.00	892,544.00	892,544.00	0.00%
6050 Other Capital Projects	4,037.87	25,607.67	4,037.87	307,292.00	303,254.13	1.31%
Total Capital Purchases	4,037.87	883,151.67	4,037.87	2,185,836.00	2,181,798.13	0.18%
Total Capital Outlay	4,640.82	915,693.34	4,640.82	2,224,336.00	2,219,695.18	0.21%
Total Expenses	414,924.91	4,920,299.73	414,924.91	11,186,699.00	10,771,774.09	3.71%

Tillamook County Transportation District

Financial Statement

From 7/1/2022 Through 7/31/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	%
Resources						
Working Capital						
NWR Revenue	0.00	475,000.00	0.00	475,000.00	(475,000.00)	0.00%
	375,372.76	358,333.33	375,372.76	4,300,000.00	(3,924,627.24)	8.72%
Total Resources	<u>375,372.76</u>	<u>833,333.33</u>	<u>375,372.76</u>	<u>4,775,000.00</u>	<u>(4,399,627.24)</u>	<u>7.86%</u>
Expenses						
Personnel Services						
Payroll: Administration	35,514.66	31,500.00	35,514.66	378,000.00	342,485.34	9.39%
Payroll: Indirect	2,340.24	5,833.33	2,340.24	15,000.00	12,659.76	15.60%
Payroll Expense	3,078.15	2,500.00	3,078.15	30,000.00	26,921.85	10.26%
Payroll Healthcare	6,565.04	10,416.67	6,565.04	125,000.00	118,434.96	5.25%
Payroll Retirement	1,958.09	1,666.67	1,958.09	20,000.00	18,041.91	9.79%
Payroll Veba	870.97	1,137.50	870.97	13,650.00	12,779.03	6.38%
Workers Compensation Ins.	500.00	0.00	500.00	500.00	0.00	100.00%
Total Personnel Services	<u>50,827.15</u>	<u>53,054.17</u>	<u>50,827.15</u>	<u>582,150.00</u>	<u>531,322.85</u>	<u>8.73%</u>
Materials and Services						
Professional Services	795.00	833.33	795.00	10,000.00	9,205.00	7.95%
Office Equipment R&R	225.22	208.33	225.22	2,500.00	2,274.78	9.00%
Computer R&M	1,475.00	1,250.00	1,475.00	15,000.00	13,525.00	9.83%
Fees & Licenses	10,000.00	10,962.50	10,000.00	131,550.00	121,550.00	7.60%
Insurance	0.00	8,000.00	0.00	8,000.00	8,000.00	0.00%
Office Expense	91.63	416.67	91.63	5,000.00	4,908.37	1.83%
Operational Expense	46.25	125.00	46.25	1,500.00	1,453.75	3.08%
Telephone Expense	1,714.86	1,666.67	1,714.86	20,000.00	18,285.14	8.57%
Travel & Training	149.56	125.00	149.56	1,500.00	1,350.44	9.97%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District
Financial Statement
From 7/1/2022 Through 7/31/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	%
5260 Postage	0.00	83.33	0.00	1,000.00	1,000.00	0.00%
5265 Purchased Transportation	199,069.85	267,500.00	199,069.85	3,210,000.00	3,010,930.15	6.20%
5266 Member Mileage Reimbursement	20,000.00	12,833.33	20,000.00	154,000.00	134,000.00	12.98%
5267 Volunteer Mileage Reimburse	36,349.03	22,916.67	36,349.03	275,000.00	238,650.97	13.21%
5281 Office Rent	400.00	400.00	400.00	4,800.00	4,400.00	8.33%
5300 Property Operating Expense	270.84	250.00	270.84	3,000.00	2,729.16	9.02%
Total Materials and Services	270,587.24	327,570.83	270,587.24	3,842,850.00	3,572,262.76	7.04%
Transfers						
9175 Reserve for Future Expenditure	0.00	350,000.00	0.00	350,000.00	350,000.00	0.00%
Total Transfers	0.00	350,000.00	0.00	350,000.00	350,000.00	0.00%
Total Expenses	321,414.39	730,625.00	321,414.39	4,775,000.00	4,453,585.61	6.73%

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 7/1/2022 Through 7/31/2022

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
17262	7/11/2022	5,199.57	BLUE STAR GAS	PROPANE FUEL
17263	7/11/2022	22,765.83	CARSON OIL CO INC	JUNE 2022 FUEL
17264	7/11/2022	800.00	WAVE	JUNE 2022 PHONES
17265	7/11/2022	153.30	COMCAST	JUNE 2022 COMCAST
17266	7/11/2022	3,362.05	COUNTRY MEDIA	JUNE 2022 RECRUITMENT
17266	7/11/2022	404.55	COUNTRY MEDIA	JUNE 2022 MEETING POSTING
17267	7/11/2022	218.36	E C COMPANY	JUNE 2022 VIRTUAL MEETING WIRING
17268	7/11/2022	40.00	CENTURYLINK	JUNE 2022
17269	7/11/2022	858.75	GenXsys Solutions, LLC	JUNE 2022
17269	7/11/2022	2,400.00	GenXsys Solutions, LLC	JUNE 2022
17270	7/11/2022	9,059.35	LEWIS AUDIO VIDEO, INC.	JUNE 2022 VIRTUAL MEETINGS/MONITORS
17271	7/11/2022	100.00	MARK STRICKER	JUNE 2022 CDL PHYSICAL
17272	7/11/2022	115.00	North Coast Lawn	JUNE 2022 LANDSCAPE
17273	7/11/2022	47.78	Office Depot Credit Plan	JUNE 2022
17274	7/11/2022	6.00	OR DEPT OF MOTOR VEHICLES	DRIVER RECORDS
17275	7/11/2022	1,232.00	OTTER ROCK RADIO	JUNE 2022 RECRUITMENT
17276	7/11/2022	44.10	PORTLAND GENERAL	JUNE 2022
17277	7/11/2022	136.05	TILLAMOOK CITY UTILITIES	JUNE 2022 TRANSIT CENTER
17278	7/11/2022	810.00	Tillamook Chamber of Commerce	JUNE 2022 MARKETING AD
17279	7/11/2022	1,630.00	TRANSPORT WISDOM, LTD	JUNE 2022 CDL TESTING
17279	7/11/2022	615.00	TRANSPORT WISDOM, LTD	JUNE 2022 CDL TESTING
17280	7/11/2022	1,939.87	CARDMEMBER SERVICE	JUNE 2022
17281	7/11/2022	392.95	VERIZON	JUNE 2022 TABLET DATA
17282	7/12/2022	133.96	ALSCO - Portland Linen	JUNE 2022
17283	7/12/2022	910.20	BLUE STAR GAS	JUNE 2022 PROPANE
17284	7/12/2022	325.00	Burden's Muffler & Towing	JUNE 2022 TOW 204
17284	7/12/2022	325.00	Burden's Muffler & Towing	JUNE 2022 TOW 204
17285	7/12/2022	555.31	CAR CARE SPECIALISTS, INC.	JUNE 2022 DEF
17286	7/12/2022	1,500.00	Care Inc.	Q5 STIF 2022-2023
17287	7/12/2022	131.75	Advance Auto Parts	JUNE 2022 SHOP INVENTORY
17288	7/12/2022	310.36	CINTAS	JUNE 2022 SHOP SUPPLIES/UNIFORMS
17289	7/12/2022	7,501.05	Columbia Pacific Economic	JUNE 2022 NWOTA ADMIN
17290	7/12/2022	297.42	O'REILLY AUTOMOTIVE STORES	JUNE 2022 SHOP INVENTORY
17291	7/12/2022	1,238.94	EB TOOLS LLC	JUNE 2022 SHOP TOOLS
17291	7/12/2022	8.66	EB TOOLS LLC	JUNE 2022 SHOP TOOLS
17291	7/12/2022	77.09	EB TOOLS LLC	JUNE 2022 SHOP TOOLS
17291	7/12/2022	324.95	EB TOOLS LLC	JUNE 2022 SHOP TOOLS
17292	7/12/2022	55.00	ECOLUBE	JUNE 2022 ANTIFREEZE
17293	7/12/2022	495.00	FleetPride, Inc.	JUNE 2022 SHOP INVENTORY
17294	7/12/2022	802.50	JORDAN RAMIS, PC	JUNE 2022 LEGAL
17295	7/12/2022	797.26	LES SCHWAB WAREHOUSE CENTER	JUNE 2022 TIRES
17296	7/12/2022	1,196.78	Marie Mills Center, Inc	JUNE 2022 JANITORIAL
17296	7/12/2022	33.82	Marie Mills Center, Inc	JUNE 2022 JANITORIAL
17296	7/12/2022	37.82	Marie Mills Center, Inc	JUNE 2022 JANITORIAL
17296	7/12/2022	4,415.13	Marie Mills Center, Inc	Q5 STIF 2022-2023
17297	7/12/2022	1,558.29	DAVISON AUTO PARTS, INC.	JUNE 2022 SHOP INVENTORY
17298	7/12/2022	521.80	PETERSON TRUCKS INC	JUNE 2022 SHOP INVENTORY
17299	7/12/2022	485.00	Prevailing Communications	JUNE 2022 VAN 113 RADIO
17300	7/12/2022	165.85	Rosenberg Builders Supply	JUNE 2022
17301	7/12/2022	28,230.15	SPECIAL DISTRICTS INS. SERVICE	2022-2023 WORKERS COMP
17302	7/12/2022	9.99	TILLAMOOK FARMERS COOP	JUNE 2022 SHOP SUPPLIES
17302	7/12/2022	1.78	TILLAMOOK FARMERS COOP	JUNE 2022
17303	7/12/2022	49.95	VANIR BROADBAND, INC.	JULY 2022
17304	7/21/2022	119.00	Petty Cash Clerk	Petty Cash 7.21.22
17305	7/26/2022	644.05	ABILA	JULY 2022 CLOUD STORAGE

Tillamook County Transportation District

Check/Voucher Register
 1001 - General Checking Account
 From 7/1/2022 Through 7/31/2022

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
17306	7/26/2022	209.50	Batteries Northwest	JULY 2022 GLOVES
17306	7/26/2022	363.00	Batteries Northwest	JULY 2022 GLOVES
17307	7/26/2022	45.00	BIO-MED TESTING SERVICE, INC.	JULY 2022 DRUG SCREENING
17308	7/26/2022	20,846.19	CARSON OIL CO INC	JULY 2022 FUEL
17309	7/26/2022	93.75	CHRIS MOTLEY	MILEAGE
17310	7/26/2022	2,015.00	COURAGEOUS PROMPT RESPONSE	CPR TRAINING
17311	7/26/2022	50.00	Gary A. Hanenkrat	JULY 2022
17312	7/26/2022	2,400.00	GenXsys Solutions, LLC	JULY 2022
17313	7/26/2022	1,800.00	INNOVA LEGAL ADVISORS	JULY 2022 LEGAL
17314	7/26/2022	50.00	JACKIE EDWARDS	JULY 2022
17315	7/26/2022	50.00	JUDY RIGGS	JULY 2022
17316	7/26/2022	604.19	KITTELSON & ASSOCIATES, INC.	COORDINATED PLAN GRANT 35137
17317	7/26/2022	500.00	Laura Schmidt	GM MEMORIAL SERVICE
17318	7/26/2022	50.00	Linda Adler	JULY 2022
17319	7/26/2022	50.00	MARTY HOLM	JULY 2022
17320	7/26/2022	50.00	MARY JOHNSON	JULY 2022
17321	7/26/2022	798.49	MOREL INK	BUS PASSES
17322	7/26/2022	300.00	North Coast Lawn	JULY 2022 TRANSIT CENTER TREE TRIMMING
17322	7/26/2022	115.00	North Coast Lawn	JULY 2022 LANDSCAPE
17323	7/26/2022	24.00	NEW AGE CAR WASH	JULY 2022 VAN WASHES
17324	7/26/2022	1,500.00	PLANNING SOLUTIONS	GRANT 35193
17325	7/26/2022	225.22	Pacific Office Automation	JULY 2022 COPIER LEASE TCTD
17326	7/26/2022	2,110.00	RICH HOME SERVICES, LLC	SHED REPAIRS
17327	7/26/2022	9,970.00	SINGERLEWAK LLP	AUDIT FY 2022
17328	7/26/2022	100.50	Tillamook PUD	JULY 2022 TRANSIT CENTER
17328	7/26/2022	41.79	Tillamook PUD	JULY 2022 LARGE BUS BARN
17328	7/26/2022	30.67	Tillamook PUD	JULY 2022 SMALL BUS BARN
17329	7/28/2022	3,084.55	TRILLIUM SOLUTIONS, INC.	MAY WEBSITE
17329	7/28/2022	4,626.12	TRILLIUM SOLUTIONS, INC.	MAY MARKETING
17329	7/28/2022	8,150.05	TRILLIUM SOLUTIONS, INC.	JUNE WEBSITE
17329	7/28/2022	2,242.70	TRILLIUM SOLUTIONS, INC.	JUNE MARKETING
17330	7/28/2022	7,500.00	TRILLIUM SOLUTIONS, INC.	QTR BILL APR-JUNE WEBSITE HOSTING
17330	7/28/2022	1,040.00	TRILLIUM SOLUTIONS, INC.	FEBRUARY WEBSITE
Report Total		176,625.09		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 7/1/2022 Through 7/31/2022

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5720	7/8/2022	HRA VEBA TRUST
5721	7/8/2022	SPECIAL DISTRICTS INS. SERVICE
5722	7/8/2022	PACIFIC SOURCE
5723	7/18/2022	HRA VEBA TRUST
5724	7/26/2022	ATU LOCAL #757
5725	7/27/2022	Douglas Vernieu

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 7/1/2022 Through 7/31/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3600	7/7/2022	3,161.05	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3600	7/7/2022	1,490.15	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3600	7/7/2022	2,810.05	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3600	7/7/2022	2,765.10	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3600	7/7/2022	2,796.60	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3600	7/7/2022	2,205.05	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3601	7/7/2022	6,676.00	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3601	7/7/2022	7,383.75	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3602	7/7/2022	2,184.74	JANNA SMITH	VOLUNTEERS
3603	7/7/2022	3,656.94	JOHN REKART JR	VOLUNTEERS
3604	7/7/2022	1,170.65	JOY WINKELHAKE	VOLUNTEERS
3605	7/7/2022	5,783.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3605	7/7/2022	9,282.25	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3605	7/7/2022	9,282.25	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3605	7/7/2022	8,892.25	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3605	7/7/2022	9,459.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3605	7/7/2022	7,804.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3606	7/7/2022	3,888.40	K & M MEDIVAN	PROVIDER TRANSPORTATION
3606	7/7/2022	2,142.80	K & M MEDIVAN	PROVIDER TRANSPORTATION
3606	7/7/2022	4,371.10	K & M MEDIVAN	PROVIDER TRANSPORTATION
3606	7/7/2022	3,949.40	K & M MEDIVAN	PROVIDER TRANSPORTATION
3606	7/7/2022	4,461.50	K & M MEDIVAN	PROVIDER TRANSPORTATION
3606	7/7/2022	4,082.40	K & M MEDIVAN	PROVIDER TRANSPORTATION
3607	7/7/2022	4,338.20	KANDIS LIDAY	VOLUNTEERS
3608	7/7/2022	8,560.80	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3608	7/7/2022	217.00	MEDIX AMBULANCE	NWR PHONES
3608	7/7/2022	2,965.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3608	7/7/2022	3,910.60	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3608	7/7/2022	3,893.20	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3608	7/7/2022	4,235.60	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3608	7/7/2022	4,771.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3609	7/7/2022	4,516.80	METRO WEST	PROVIDER TRANSPORTATION
3609	7/7/2022	4,641.90	METRO WEST	PROVIDER TRANSPORTATION
3610	7/7/2022	10,201.60	Ride Connection Bridge	PROVIDER TRANSPORTATION
3610	7/7/2022	20,548.10	Ride Connection Bridge	PROVIDER TRANSPORTATION
3610	7/7/2022	15,941.90	Ride Connection Bridge	PROVIDER TRANSPORTATION
3610	7/7/2022	11,937.30	Ride Connection Bridge	PROVIDER TRANSPORTATION
3610	7/7/2022	9,250.15	Ride Connection Bridge	PROVIDER TRANSPORTATION
3610	7/7/2022	8,851.00	Ride Connection Bridge	PROVIDER TRANSPORTATION
3611	7/7/2022	15,805.00	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3611	7/7/2022	25,410.00	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3611	7/7/2022	26,013.50	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3611	7/7/2022	26,080.50	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3611	7/7/2022	20,687.00	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3612	7/7/2022	4,243.08	SEAN REKART	VOLUNTEERS
3613	7/7/2022	620.00	SUNSET EMPIRE TRANSIT	JUNE 2022 BUSS PASSES
3613	7/7/2022	5,362.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3613	7/7/2022	640.00	SUNSET EMPIRE TRANSIT	MAY 2022 BUS PASSES
3614	7/7/2022	6,358.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3615	7/7/2022	6,419.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3616	7/7/2022	9,282.75	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3617	7/7/2022	8,566.75	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 7/1/2022 Through 7/31/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3618	7/7/2022	6,726.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3619	7/7/2022	6,140.50	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
3620	7/7/2022	3,085.60	WILLIAM NERENBERG	VOLUNTEERS
3621	...1/2022	1,236.22	WAVE	JUNE 2022 PHONES
3622	...1/2022	54.28	CENTURYLINK	JUNE 2022
3623	...1/2022	875.00	GenXsys Solutions, LLC	JUNE 2022
3623	...1/2022	600.00	GenXsys Solutions, LLC	JUNE 2022
3624	...1/2022	139.99	Office Depot Credit Plan	JUNE 2022
3624	...1/2022	19.99	Office Depot Credit Plan	JUNE 2022
3625	...1/2022	4,661.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3626	...1/2022	684.31	TILLAMOOK CNTY TRANS. DIST.	JUNE 2022 RENT/UTILITY
3627	...1/2022	6,841.91	TILLAMOOK CNTY TRANS. DIST.	JUNE 2022 BENEFITS NWR
3628	...1/2022	1,063.65	CARDMEMBER SERVICE	JUNE 2022
3629	...1/2022	4,758.05	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
3630	...2/2022	500.00	SPECIAL DISTRICTS INS. SERVICE	2022-2023 WORKERS COMP
3631	...9/2022	125.00	SUNSET EMPIRE TRANSIT	PROVIDER MEALS
3631	...9/2022	375.00	SUNSET EMPIRE TRANSIT	PROVIDER MEALS
3632	...9/2022	180.00	TILLAMOOK CNTY TRANS. DIST.	BUS PASSES
3633	...6/2022	3,506.00	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3633	...6/2022	2,783.55	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3633	...6/2022	2,940.60	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3634	...6/2022	875.00	GenXsys Solutions, LLC	NWR COMPUTER MANAGMENT
3634	...6/2022	600.00	GenXsys Solutions, LLC	JULY 2022
3635	...6/2022	22,125.00	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3636	...6/2022	4,529.90	K & M MEDIVAN	PROVIDER TRANSPORTATION
3636	...6/2022	5,858.50	K & M MEDIVAN	PROVIDER TRANSPORTATION
3636	...6/2022	5,783.45	K & M MEDIVAN	PROVIDER TRANSPORTATION
3637	...6/2022	812.50	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3638	...6/2022	46.25	Oregon State Police	JULY 2022 BACKGROUND CHECK
3639	...6/2022	225.22	Pacific Office Automation	JULY COPIER LEASE NWR
3640	...6/2022	6,122.50	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3640	...6/2022	22,254.00	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3640	...6/2022	25,661.50	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3640	...6/2022	25,915.00	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3641	...6/2022	795.00	STREAMLINE VERIFY	ONE YEAR LICENSING FEE
3642	...6/2022	9,480.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3643	...6/2022	10,050.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3644	...6/2022	26,864.82	TILLAMOOK CNTY TRANS. DIST.	JULY 2022 PAYROLL
3645	...6/2022	680.00	TRAVIS CROSS GUEST HOUSE	SCHRAEDER HOUSING JUNE 2022
3646	...8/2022	<u>23,462.33</u>	TILLAMOOK CNTY TRANS. DIST.	NWR 7.29.22
Report Total		<u>623,405.28</u>		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 7/1/2022 Through 7/31/2022

<u>Docume... Number</u>	<u>Docume... Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4498	...1/2022	425.00	North Coast Lawn	JUNE 2022 LANDSCAPE
4499	...1/2022	249.08	TILLAMOOK CITY UTILITIES	JUNE 2022 3RD ST
4500	...1/2022	171.75	CITY SANITARY SERVICE	JUNE 2022 GARBAGE
4501	...2/2022	523.87	Marie Mills Center, Inc	JUNE 2022 JANITORIAL
4502	...6/2022	425.00	North Coast Lawn	JULY 2022 LANDSCAPE
4503	...6/2022	<u>1,277.34</u>	Tillamook PUD	JULY 2022 LOAN AÑD ELECTRIC
Report Total		<u>3,072.04</u>		

Date	Vendor	UMPQUA BANK: CLOSING DATE 07/23/2022 Description of Transaction	Amount
		DOUG PILANT	
06/27/22	Virtual Postmail.com	Postage	\$25.00
06/29/22	Zoom	Virtual Meetings	\$40.00
			\$65.00
		CATHY BOND	
06/23/22	Iron Mountain	Shredding	\$107.64
06/23/22	Adobe Creative Cloud	Software/Admin/TCTD	\$79.99
06/27/22	Bizchair	Office Chairs/ NWR	\$991.96
07/02/22	ENDICIA	Postage	\$9.95
07/05/22	Adobe Acropro	Software/NWR	\$24.99
07/12/22	Best Buy	Tablet/NWR	\$719.94
07/15/22	Tillamook County Cream	Memorial/Beverage Bins	\$131.96
07/23/22	Language Line	Phones/NWR	\$19.75
07/24/22	Fieldprint	Background Check/NWR	\$12.50
07/22/22	Adobe Inc	Software/TCTD	\$79.99
07/22/22	Iron Mountain	Shredding	\$109.12
			\$2,287.79
		KENDRA VOGT	
06/28/22	Uline	First Aid / Shop Supplies	\$72.89
07/01/22	Amazon	25th Anniversary/ Helium Tanks	\$119.99
07/17/22	Amazon	25th Anniversary/ Hot Dog Wraps	\$14.99
07/15/22	Amazon	Memorial/ Index Cards	\$8.99
07/15/22	Amazon	Memorial/ Picture supplies	\$19.90
07/15/22	Amazon	Memorial/ Canopy Weights	\$59.97
07/16/22	Amazon	Memorial/ Outdoor Canopy	\$269.98
07/20/22	Amazon	Office Supplies	\$55.98
07/20/22	Sara Sortas	Memorial/ Food	\$338.00
07/20/22	Amazon	Memorial/ Bulletin Cards	\$9.26
07/22/22	Amazon	Memorial/ Mason jars	\$50.97
07/22/22	Amazon	Driver Lounge/ Cups	\$38.38
07/24/22	Amazon	Fair/ Promotional Items	\$12.99
07/24/22	Amazon	25th Anniversary/ Balloons	\$20.55
07/23/22	Amazon	25th Anniversary/ Hot Dog Trays	\$45.95
07/22/22	Amazon	25th Anniversary/ Promotional Items	\$132.40
07/23/22	Amazon	25th Anniversary/ Promotional Items	\$99.95
			\$1,371.14
		MIKE REED	
06/23/22	Amazon	Shop Inventory	\$23.99
06/25/22	Fred Meyer	Shop Tools	\$19.98
06/27/22	Torra Sushi	Meals/Clayton & Mike	\$46.13
06/28/22	ODOT DMV	Vehicle Registration	\$130.50
07/08/22	Home Depot	Shop Tools	\$1,272.60
07/11/22	Home Depot	Shop Tools	\$304.20
			\$1,797.40
		TABATHA WELCH	
06/24/22	PP Tillamook	Meeting/Snack	\$10.90
07/10/22	Amazon	Employee Morale/Popcorn	\$61.94
07/13/22	USPS Stamps Endicia	Postage	\$100.00
07/14/22	HULU	Office TV/Cable	\$69.99
07/15/22	Endicia	Postage	\$24.99
07/21/22	PP Tillamook	Meeting/Snack	\$14.35
			\$282.17
		CLAYTON NORRBOM	
07/21/22	LA Providencia	Meals/Training	\$32.00
			\$32.00
		NATALIE ZUERCHER	
06/23/22	Recess Food Truck	Meals/Board Meeting	\$73.00
06/24/22	Amazon	Marketing	\$52.55
06/28/22	VistaPrint	Marketing/ 25th Anniversary Stickers	\$673.18
06/29/22	Amazon	Marketing	\$174.99
07/01/22	INDEED	Recruitment	\$90.00
07/01/22	INDEED	Recruitment	\$118.40
07/01/22	Discountmugs	25th Anniversary/ Balloons	\$346.00
07/05/22	Amazon	Marketing	\$11.99
07/05/22	Uber Prints	Marketing	\$654.48
07/08/22	Facebook	Recruitment	\$40.12
07/17/22	INDEED	Recruitment	\$508.08
07/15/22	USPS	Postage/Marketing	\$16.10
07/18/22	Best Buy	Computer tablet	\$699.99
07/19/22	4IMPRINT	25th Anniversary/Canopy Tent	\$295.62
07/21/22	Shutterfly	Memorial/ Poster	\$26.98
07/21/22	Main Street Pizza	Meals/Board Meeting	\$37.05
07/22/22	Best Buy	Duplicate charge	\$699.99
07/19/22	Best Buy	Credit	\$699.99
			\$3,818.53
		STATEMENT TRUE UP	
		Charges total	\$9,654.03
		Grand Total	\$9,654.03

APPROVAL


DATE
 8-10-22

July 2022 Statement

Open Date: 06/24/2022 Closing Date: 07/25/2022

Account:

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

Cardmember Service (1-866-552-8855
 BUS 30 ELN 8 15

New Balance	\$9,654.03
Minimum Payment Due	\$97.00
Payment Due Date	08/22/2022

Reward Points	
Earned This Statement	9,976
Reward Center Balance	68,565
as of 07/24/2022	
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$3,003.52
Payments	-	\$3,003.52 ^{CR}
Other Credits	-	\$699.99 ^{CR}
Purchases	+	\$10,354.02
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$9,654.03
Past Due		\$0.00
Minimum Payment Due		\$97.00
Credit Line		\$10,000.00
Available Credit		\$345.97
Days in Billing Period		32

 476
 over

Payment Options:


Mail payment coupon with a check



Pay online at myaccountaccess.com



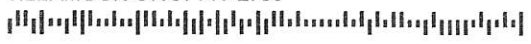
Pay by phone 1-866-552-8855

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

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

- () . to pay by phone
- () . to change your address

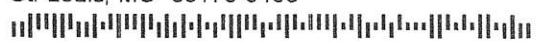
000036500 01 SP 000638263481225 P Y

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


Account Number	
Payment Due Date	8/22/2022
New Balance	\$9,654.03
Minimum Payment Due	\$97.00

Amount Enclosed \$ _____

Cardmember Service

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


Visa Business Rewards Company Card

Rewards Center Activity as of 07/24/2022	
Rewards Center Activity*	0
Rewards Center Balance	68,565

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	9,330	29,031
Gas, Restaurants & Telecom Double Points	646	8,074
Total Earned	9,976	37,105

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

Important Messages

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

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

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

Transactions PILANT DOUGLAS Credit Limit \$5000

Post Date	Trans Date	Ref #	Transaction-Description	Amount	Notation
Purchases and Other Debits					
06/27	06/27	7971	VIRTUALPOSTMAIL.COM 909-235-6245 NV	\$25.00	_____
06/30	06/29	9850	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$40.00	_____
Total for Account				\$65.00	

Transactions BOND CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/24	06/23	6368	IRON MOUNTAIN 800-934-3453 MA	\$107.64	_____
06/24	06/23	0866	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____
06/28	06/27	7407	Bizchair 770-721-8200 GA	\$991.96	_____
07/05	07/02	1010	ENDICIA 800-576-3279 CA	\$9.95	_____
07/06	07/05	2788	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
07/13	07/12	9767	BESTBUYCOM806660680360 888BESTBUY MN	\$719.94	_____

Continued on Next Page

Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
07/18	07/15	0091	TILLAMOOK COUNTY CREAM TILLAMOOK OR	\$131.96	_____
07/25	07/23	0245	LANGUAGE LINE, INC. 800-7526096 CA	\$19.75	_____
07/25	07/24	0942	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
07/25	07/22	7340	Adobe Inc 800-8336687 CA	\$79.99	_____
07/25	07/22	0433	IRON MOUNTAIN 800-934-3453 MA	\$109.12	_____
Total for Account				\$2,287.79	

Transactions NORRBOM, CLAYTON Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
07/22	07/21	2999	LA PROVIDENCIA TILLAMOOK OR	\$32.00	_____
Total for Account				\$32.00	

Transactions REED, MICHAEL Credit Limit \$3500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/24	06/23	2414	AMZN Mktp US*2K6IR68M3 Amzn.com/bill WA	\$23.99	_____
06/27	06/25	9307	FRED-MEYER #0377 TILLAMOOK OR	\$19.98	_____
06/29	06/27	0037	TORA SUSHI LOUNGE TILL TILLAMOOK OR	\$46.13	_____
06/30	06/28	1733	ODOT DMV 503 945 5000 TILLAMOOK OR	\$130.50	_____
07/11	07/08	7708	HOMEDEPOT.COM 800-430-3376 GA	\$1,272.60	_____
07/13	07/11	5174	THE HOME DEPOT #4023 WARRENTON OR	\$304.20	_____
Total for Account				\$1,797.40	

Transactions WELCH, TABATHA Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/27	06/24	5105	PP*TILLAMOOKDU TILLAMOOK OR	\$10.90	_____
07/11	07/10	8688	AMZN MKTP US*T61DY1O13 AMZN.COM/BILL WA	\$61.94	_____
07/14	07/13	9640	USPS STAMPS ENDICIA 888-434-0055 DC	\$100.00	_____
07/15	07/14	2129	HLU*Hulu 1934589746558 HULU.COM/BILL CA	\$69.99	_____
07/18	07/15	7581	ENDICIA 800-576-3279 CA	\$24.99	_____
07/22	07/21	0658	PP*TILLAMOOKDU TILLAMOOK OR	\$14.35	_____
Total for Account				\$282.17	

Transactions VOGT, KENDRA Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/28	06/28	1271	ULINE *SHIP SUPPLIES 800-295-5510 WI	\$72.89	_____
07/05	07/01	0492	AMZN Mktp US*195819GO3 Amzn.com/bill WA	\$119.99	_____
07/18	07/17	7131	Amazon Prime*1B40M62D3 Amzn.com/bill WA	\$14.99	_____
07/18	07/15	9050	AMZN Mktp US*G41DI0H13 Amzn.com/bill WA	\$8.99	_____
07/18	07/15	7950	AMZN Mktp US*GJ4WE66K3 Amzn.com/bill WA	\$19.90	_____
07/18	07/15	6630	AMZN Mktp US*PV1QW2QK3 Amzn.com/bill WA	\$59.97	_____
07/18	07/16	2562	AMZN Mktp US*NH8D28CK3 Amzn.com/bill WA	\$269.98	_____
07/21	07/20	6940	AMZN Mktp US*JV2H891M3 Amzn.com/bill WA	\$55.98	_____
07/21	07/20	9765	SQ *SARASOTA'S gosq.com OR	\$338.00	_____
07/21	07/20	8882	AMZN Mktp US*2R40F8SH3 Amzn.com/bill WA	\$9.26	_____
07/22	07/22	8245	AMZN Mktp US*Z10C89YN3 Amzn.com/bill WA	\$50.97	_____
07/22	07/22	7333	AMZN Mktp US*E32HW1EO3 Amzn.com/bill WA	\$38.38	_____
07/25	07/24	8374	AMZN Mktp US*6A7QE70G3 Amzn.com/bill WA	\$12.99	_____
07/25	07/24	4217	AMZN Mktp US*KQ7K909A3 Amzn.com/bill WA	\$20.55	_____
07/25	07/23	7089	AMZN Mktp US*QC5BH91P3 Amzn.com/bill WA	\$45.95	_____
07/25	07/22	5870	AMZN Mktp US*OR65U6IE3 Amzn.com/bill WA	\$132.40	_____
07/25	07/23	7756	AMZN Mktp US*9N61S9E93 Amzn.com/bill WA	\$99.95	_____
Total for Account				\$1,371.14	

Transactions ZUERCHER, NATALIE Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
07/20	07/19	7181	BESTBUYCOM806662716653 RICHFIELD MN MERCHANDISE/SERVICE RETURN	\$699.99 ^{CR}	_____
Purchases and Other Debits					
06/24	06/23	8273	SQ *RECESS FOOD TRUCK gosq.com OR	\$73.00	_____
06/27	06/24	2017	AMZN Mktp US*4H5989693 Amzn.com/bill WA	\$52.55	_____
06/29	06/28	6159	VISTAPRINT 866-207-4955 MA	\$673.18	_____
06/30	06/29	3574	AMZN Mktp US*KH85X9AD3 Amzn.com/bill WA	\$174.99	_____
07/05	07/01	1903	INDEED 203-564-2400 CT	\$90.00	_____
07/05	07/01	5513	INDEED 203-564-2400 CT	\$118.40	_____
07/05	07/01	5648	DISCOUNTMUGS.COM DISCOUNTMUGS. FL	\$346.00	_____
07/06	07/05	6943	AMZN MKTP US*XX1PC1XW3 AMZN.COM/BILL WA	\$11.99	_____
07/07	07/05	0010	UBERPRINTS INC 866-4408237 GA	\$654.48	_____
07/11	07/08	3633	FACEBK U49CYFPNP2 650-5434800 CA	\$40.12	_____
07/18	07/17	2921	INDEED 203-564-2400 CT	\$508.08	_____
07/18	07/15	9034	USPS PO 4083680269 TILLAMOOK OR	\$16.10	_____

Continued on Next Page

Transactions ZUERCHER, NATALIE Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
07/19	07/18	9010	BESTBUYCOM806662716653 888BESTBUY MN	\$699.99	_____
07/20	07/19	5298	4IMPRINT, INC 4IMPRINT.COM WI	\$295.62	_____
07/21	07/21	6984	SHUTTERFLY, INC. 650-610-5200 CA	\$26.98	_____
07/22	07/21	1407	MAIN STREET PIZZA TILLAMOOK OR	\$37.05	_____
07/25	07/22	8802	BESTBUYCOM806662716653 888BESTBUY MN	\$699.99	_____
Total for Account				\$3,818.53	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
07/15	07/15	9	PAYMENT THANK YOU	\$1,063.65CR	_____
07/15	07/15	9	PAYMENT THANK YOU	\$1,939.87CR	_____
Total for Account				\$3,003.52CR	

2022 Totals Year-to-Date	
Total Fees Charged in 2022	\$3.66
Total Interest Charged in 2022	\$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	13.74%	
**PURCHASES	\$9,654.03	\$0.00	YES	\$0.00	13.74%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	25.49%	

Contact Us

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

Questions
 Cardmember Service
 P.O. Box 6353
 Fargo, ND 58125-6353

Mail payment coupon with a check
 Cardmember Service
 P.O. Box 790408
 St. Louis, MO 63179-0408

Online
 myaccountaccess.com

Date	Vendor	FRED MEYER CARD CHARGES Description of Transaction	Amount
	MAY BOARD PACKET	MAY FINANCIALS	
		TABATHA CARD #5	
04/28/22		Employee Appreciation/ Retirement BBQ	\$ 115.85
04/29/22		Employee Appreciation/ Retirement BBQ	\$ 29.98
05/17/22		Employee Appreciation/ Clayton Norrbom	\$ 15.77
05/19/22		Office Supplies/Board Room	\$ 25.57
			\$ 187.17
		NATALIE ZURCHER #3	
05/12/22		Nwota Meeting	\$ 234.91
			\$ 234.91
		CATHY BOND CARD #4	
			\$ -
			\$ -
			\$ -
		CLAYTON NORRBOM CARD # 6	
04/27/22			\$ 40.80
04/27/22			\$ 88.95
05/07/22			\$ 76.44
			\$ 206.19
		Grand Total	\$ 628.27
DATE		APPROVAL	

Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

July 2022

RIDERSHIP BY SERVICE TYPE

	July 2022	July 2021	YTD FY 22-23	YTD FY 21-22	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	852	1,046	852	1,046	-18.5%
NW Rides	442	454	442	454	-2.6%
Dial-A-Ride Total	1,294	1,500	1,294	1,500	-13.7%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	3,603	2,999	3,603	2,999	20.1%
Rt 2A: Netarts/Oceanside	269	557	269	557	-51.7%
Rt 2B: Port of Tillamook Bay	438		438		#DIV/0!
Rt 3: Manzanita/Cannon Beach	1,551	2,258	1,551	2,258	-31.3%
Rt 4: Lincoln City	1,069	1,197	1,069	1,197	-10.7%
Local Fixed Rt Total	6,930	7,011	6,930	7,011	-1.2%
<u>Intercity Service</u>					
Rt 5: Portland	778	717	778	717	8.5%
Rt 60X: Salem	956	764	956	764	25.1%
Rt 70X: Grand Ronde	361	356	361	356	1.4%
Inter City Total	2,095	1,837	2,095	1,837	14.0%
<u>Other Services</u>					
Tripper Routes	1	0	1	0	#DIV/0!
Special Bus Operations	1,511	803	1,511	803	88.2%
Other Services Total	1,512	803	1,512	803	88.3%
TOTAL ALL SERVICES	11,831	11,151	11,831	11,151	6.1%

ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 22-23	FY 21-22	Change
General (18 years to 60 years of age)	6,322	207	6,529	5,758	13.4%
Senior/Disabled	3,477	1,035	4,512	3,160	42.8%
Child/Youth (less than 18 years of age)	738	52	790	732	7.9%
Total	10,537	1,294	11,831	9,650	22.6%

OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 22-23	FY 21-22	Change
Ride Connection	104		104	82	26.8%
Tillamook Bay Community College	34		34	38	-10.5%
NWOTA Visitor Pass	80		80	249	-67.9%
NW Rides				434	-100.0%
Amtrak/Greyhound	132		132	116	13.8%

MONTHLY PERFORMANCE

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

Dial-A-Ride Services

Jul-21	1.6	43.1%	101.26
Apr-22	1.4	50.6%	93.06
May-22	1.4	50.5%	91.40
Jun-22	1.4	51.9%	92.36
Jul-22	1.5	37.8%	120.90
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Jul-21	4.6	9.2%	102.72
Apr-22	4.3	5.8%	95.01
May-22	4.3	5.6%	91.98
Jun-22	4.3	5.6%	93.01
Jul-22	5.1	4.2%	120.07
STANDARD	7.0	12.4%	64.60

Intercity Services

Jul-21	2.4	12.4%	112.55
Apr-22	2.0	9.5%	109.71
May-22	2.0	9.5%	106.33
Jun-22	2.0	9.7%	107.44
Jul-22	2.6	10.0%	135.83
STANDARD	2.9	31.5%	72.86

Other Services

Jul-21	4.1	0.0%	94.16
Apr-22	3.2	0.4%	84.56
May-22	3.1	0.4%	81.13
Jun-22	3.1	0.3%	82.02
Jul-22	6.2	0.0%	118.21
STANDARD	6.9	10.7%	67.00

Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation
 Deviated Fixed Routes: 1 Town Loop, 2A Oceanside, 2B POTB, 3 Manzanita/Cannon Beach,
 4 Lincoln City
 Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde
 Other Services: Trippers, Special Bus Operations/PC Free Shuttle

Tillamook County Transportation District
Actual FY 2021/2022 **Year-to-Date Statistics and Performance**

Route/Run	Thru July 2022				8/10/2022												
	YTD Fare Revenue (\$)	YTD Passngs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngs per Hour	Farebox Ratio	Passngr/ \$ Subsidy	Average Fare (\$)	Revenue/ Service Hour (\$)	
<u>Dial-A-Ride Service</u>																	
Dial-A-Ride	5,135	852	443	536	9,425	8,757	32,485	1,670	9,280	52,191	117.86	1.9	9.8%	0.02	6.03	11.60	
NW Rides	35,026	442	436	547	11,645	10,819	31,986	1,644	9,612	54,061	123.99	1.0	64.8%	0.02	79.24	80.33	
Total DAR	40,161	1,294	879	1,083	21,071	19,576	64,471	3,314	18,892	106,252	120.90	1.5	37.8%	0.02	31.04	45.70	
<u>Deviated Route</u>																	
01 Town Loop	2,176	3,603	378	413	5,357	4,977	27,701	1,424	7,374	41,476	109.84	9.5	5.2%	0.09	0.60	5.76	
2A Netarts/Oceanside	286	269	171	145	2,579	2,396	12,508	643	3,361	18,909	110.90	1.6	1.5%	0.01	1.06	1.68	
2B Port of Tillamook Bay	357	438	80	87	1,327	1,233	5,847	301	1,595	8,975	112.61	5.5	4.0%	0.05	0.82	4.48	
03 Manzanita	2,226	1,551	364	406	10,050	9,337	26,729	1,370	8,096	45,532	124.99	4.3	4.9%	0.04	1.44	6.11	
04 Lincoln City	1,846	1,069	363	392	12,180	11,316	26,912	1,110	8,507	47,845	131.70	2.9	3.9%	0.02	1.73	5.08	
Total Deviated Route	6,891	6,930	1,355	1,442	31,493	29,259	99,698	4,847	28,933	162,737	120.07	5.1	4.2%	0.04	0.99	5.08	
<u>Intercity</u>																	
05 Portland	7,270	778	295	329	9,734	9,044	22,714	1,110	6,868	39,736	134.93	2.6	18.3%	0.02	9.34	24.69	
60X Salem	3,388	956	332	375	11,479	10,665	25,584	1,251	7,839	45,338	136.68	2.9	7.5%	0.02	3.54	10.21	
70X Grand Ronde	589	361	174	214	5,882	5,465	13,443	657	4,069	23,654	135.71	2.1	2.5%	0.02	1.63	3.38	
Total Intercity	11,247	2,095	801	918	27,095	25,173	61,741	3,018	18,795	108,728	135.83	2.6	10.3%	0.02	5.37	14.05	
<u>Other Services</u>																	
Trippers	0	1	8	13	105	98	616	32	160	906	107.82	0.1	0.0%	0.00	0.00	0.00	
Special Bus Operation	0	1,511	234	298	5,130	4,766	17,167	882	4,933	27,748	118.58	6.5	0.0%	0.05	0.00	0.00	
Total Other Services	0	1,512	242	311	5,235	4,864	17,783	914	5,094	28,654	118.21	6.2	0.0%	0.05	0.00	0.00	
Total TCTD Services	58,299	11,831	3,277	3,754	84,894	78,872	243,693	12,093	71,714	406,372	124.00	3.61	14.3%	0.03	4.93	17.79	
Total Mileage, Labor & Direct Cost										334,658							
Total Mileage, Labor & Direct Cost										21.4%							

**Tillamook County Transportation District
FY20/21 to FY 21/22**

Year-Over-Year Comparison

Route/Run	Thru July 2022			Thru July 2022			Thru July 2022			Thru July 2022			Thru July 2022			
	20/21 Fare Revenue	20/22 Fare Revenue	Amount Difference	Percent Difference	20/21 Passngrs	20/22 Passngrs	Amount Difference	Percent Difference	20/21 Service Hours	20/22 Service Hours	Amount Difference	Percent Difference	20/21 Total Cost	20/22 Total Cost	Amount Difference	Percent Difference
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	5,132	5,135	3	0.1%	1,046	852	-194	-18.5%	417	443	26	6.3%	40,897	52,191	11,294	27.6%
NW Rides	35,874	35,026	-848	-2.4%	454	442	-12	-2.6%	523	436	-87	-16.6%	54,219	54,061	-157	-0.3%
Total DAR	41,006	40,161	-845	-2.1%	1,500	1,294	-206	-13.7%	939	879	-60	-6.4%	95,116	106,252	11,137	11.7%
<u>Deviated Route</u>																
01 Town Loop	5,057	2,176	-2,881	-57.0%	2,999	3,603	604	20.1%	393	378	-15	-3.9%	36,917	41,476	4,560	12.4%
2A Netarts/Oceanside	1,147	286	-861	-75.1%	557	269	-288	-51.7%	207	171	-36	-17.6%	20,892	18,909	-1,983	-9.5%
2B Port of Tillamook Bay	0	357	357	#DIV/0!	0	438	438	#DIV/0!	0	80	80	#DIV/0!	-1	8,975	8,976	#####
03 Manzanita	5,009	2,226	-2,783	-55.6%	2,258	1,551	-707	-31.3%	566	364	-202	-35.6%	59,030	45,532	-13,497	-22.9%
04 Lincoln City	3,235	1,846	-1,389	-42.9%	1,197	1,069	-128	-10.7%	362	363	2	0.4%	40,065	47,845	7,780	19.4%
Total Local Fixed Route	14,448	6,891	-7,557	-52.3%	7,011	6,930	-81	-1.2%	1,527	1,355	-172	-11.3%	156,902	162,737	5,835	3.7%
<u>Intercity</u>																
05 Portland	7,444	7,270	-174	-2.3%	717	778	61	8.5%	304	295	-9	-3.1%	33,256	39,736	6,480	19.5%
60X Salem	2,543	3,388	845	33.2%	764	956	192	25.1%	276	332	56	20.2%	32,137	45,338	13,201	41.1%
70X Grand Ronde	619	589	-30	-4.8%	356	361	5	1.4%	180	174	-6	-3.4%	20,164	23,654	3,489	17.3%
Total Intercity	10,606	11,247	641	6.0%	1,837	2,095	258	14.0%	760	801	40	5.3%	85,558	108,728	23,170	27.1%
<u>Other Services</u>																
Trippers	0	0	0	#DIV/0!	0	1	1	#DIV/0!	0	8	8	#DIV/0!	-1	906	907	-90668.7%
Special Bus Operation	0	0	0	#DIV/0!	803	1,511	708	88.2%	197	234	37	18.7%	18,561	27,748	9,187	49.5%
Total Other Services	0	0	0	#DIV/0!	803	1,512	709	88.3%	197	242	45	23.0%	18,560	28,654	10,094	54.4%
Total TCTD Services	66,060	58,299	-7,761	-11.7%	11,151	11,831	680	6.1%	3,424	3,277	-147	-4.3%	356,136	406,372	50,236	14.1%

Tillamook County Transportation District
FY20/21 to FY 21/22

Year to Date Performance Comparison

Route/Run	Thru July 2022 21/22			Thru July 2022 22/23			Thru July 2022 21/22			Thru July 2022 22/23			Thru July 2022 21/22			Thru July 2022 22/23				
	Hourly Rate	Hourly Rate	Amount Diff	Passngr /Hour	Passngr /Hour	Amount Diff	Percent Diff	Farebox Ratio	Farebox Ratio	Amount Diff	Percent Diff	Average Fare	Average Fare	Amount Diff	Percent Diff	Average Fare	Average Fare	Amount Diff	Percent Diff	
<u>Dial-A-Ride Service</u>																				
Dial-A-Ride	98.17	117.86	19.69	2.5	1.9	-0.6	-23.4%	12.5%	9.8%	-2.7%	-21.6%	4.91	6.03	1.12	22.8%	79.02	79.24	0.23	0.3%	
NW Rides	103.73	123.99	20.27	0.9	1.0	0.1	16.7%	66.2%	64.8%	-1.4%	-2.1%	79.02	79.24	0.23	0.3%	79.02	79.24	0.23	0.3%	
Total DAR	101.26	120.90	19.64	1.6	1.5	-0.1	-7.8%	43.1%	37.8%	-5.3%	-12.3%	27.34	31.04	3.70	13.5%	27.34	31.04	3.70	13.5%	
<u>Deviated Route</u>																				
01 Town Loop	93.94	109.84	15.91	7.6	9.5	1.9	25.0%	13.7%	5.2%	-8.5%	-61.7%	1.69	0.60	-1.08	-64.2%	2.06	1.06	-1.00	-48.4%	
2A Netarts/Oceanside	101.02	110.90	9.88	2.7	1.6	-1.1	-41.4%	5.5%	1.5%	-4.0%	-72.5%	#DIV/0!	0.82	#DIV/0!	#DIV/0!	#DIV/0!	0.82	#DIV/0!	#DIV/0!	
2B Port of Tillamook	#DIV/0!	112.61	#DIV/0!	#DIV/0!	5.5	#DIV/0!	#DIV/0!	0.0%	4.0%	4.0%	#DIV/0!	2.22	1.44	-0.78	-35.3%	2.22	1.44	-0.78	-35.3%	
03 Manzanita	104.33	124.99	20.66	4.0	4.3	0.3	6.7%	8.5%	4.9%	-3.6%	-42.4%	2.70	1.73	-0.98	-36.1%	2.70	1.73	-0.98	-36.1%	
04 Lincoln City	110.74	131.70	20.96	3.3	2.9	-0.4	-11.1%	8.1%	3.9%	-4.2%	-52.2%	2.06	0.99	-1.07	-51.7%	2.06	0.99	-1.07	-51.7%	
Total Deviated Route	102.72	120.07	17.34	4.6	5.1	0.5	11.4%	9.2%	4.2%	-5.0%	-54.0%	10.38	9.34	-1.04	-10.0%	10.38	9.34	-1.04	-10.0%	
<u>Intercity</u>																				
05 Portland	109.47	134.93	25.46	2.4	2.6	0.3	11.9%	22.4%	18.3%	-4.1%	-18.3%	3.33	3.54	0.22	6.5%	3.33	3.54	0.22	6.5%	
60X Salem	116.44	136.68	20.25	2.8	2.9	0.1	4.1%	7.9%	7.5%	-0.4%	-5.6%	1.74	1.63	-0.11	-6.1%	1.74	1.63	-0.11	-6.1%	
70X Grand Ronde	111.78	135.71	23.93	2.0	2.1	0.1	5.0%	3.1%	2.5%	-0.6%	-18.8%	5.77	5.37	-0.41	-7.0%	5.77	5.37	-0.41	-7.0%	
Total Intercity	112.55	135.83	23.28	2.4	2.6	0.2	8.3%	12.4%	10.3%	-2.1%	-16.6%	#DIV/0!	0.00	#DIV/0!	#DIV/0!	#DIV/0!	0.00	0.00	0.00	#DIV/0!
<u>Other Services</u>																				
Trippers	#DIV/0!	107.82	#DIV/0!	#DIV/0!	0.1	#DIV/0!	#DIV/0!	0.0%	0.0%	0.0%	#DIV/0!	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00	#DIV/0!	
Special Bus Operation	94.17	118.58	24.41	4.1	6.5	2.4	58.5%	0.0%	0.0%	0.0%	#DIV/0!	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00	#DIV/0!	
Total Other Services	94.16	118.21	24.05	4.1	6.2	2.2	53.1%	0.0%	0.0%	0.0%	#DIV/0!	0.00	0.00	0.00	#DIV/0!	0.00	0.00	0.00	#DIV/0!	
Total Other Services	104.01	124.00	19.99	3.3	3.6	0.4	10.9%	18.5%	14.3%	-4.2%	-22.7%	5.92	4.93	-1.00	-16.8%	5.92	4.93	-1.00	-16.8%	

Comparison	YTD Through July 2022		
	19/20	20/21	Percent Difference
FY21/22 to FY 22/23			
Description	1920	2021	Percent Difference
Mileage	87,567	84,894	(2,673) -3.1%
Mileage Based Costs	61,123	78,872	17,749 29.0%
Hourly Based Costs	233,513	243,693	10,180 4.4%
Direct Costs	61,499	71,714	10,215 16.6%
Overhead Costs			
Total Costs	356,136	394,278	38,143 10.7%

Special Bus Operation Calculation Cost		Hourly Rate Calculation:	
Cost per mile calculation:	Actual	Plus	10% Actual Hourly Rate
Minivan	Overhead	Plus	Profit
Small Bus	Actual	45.8%	Actual Hourly Rate \$ 64.91
Coach	Overhead	3.0%	Plus Direct Costs \$ 66.84
	Actual	21.4%	Plus Overhead Hourly Rate \$ 81.17
	Overhead	10.0%	Plus Profit \$ 89.28

nwCONNECTOR





Coordinating Committee **Hybrid** Meeting
 August 12, 2022
 10:00 am—12:00 pm

Tillamook County Transit District Office
 3600 3rd Street, Tillamook OR

Join Zoom Meeting:
<https://us02web.zoom.us/j/87552290259>

Call In: 1 253 215 8782
 Meeting ID: 875 5229 0259

Agenda

10:00— 10:15a	1. Introductions. Welcome to guests.	Cynda Bruce
10:15— 10:35a	2. Consent Calendar (Action Item)  June and July Meeting Minutes (Attached)  Financial Report  Ridership Tracking	Cynda Bruce/All
10:35— 10:50a	3. NWOTA Standing Items  Marketing Report	Juliet Eldred
10:50- 11:05a	4. Bus Stop Project Update; Notice to Proceed (Action Item)	Jeff Hazen
11:05- 11:20a	5. Contracts Update	Cynda Bruce/Tabatha Welch
11:20- 11:30p	6. Other Business	All
11:30a – 12:00p	7. Member Updates	All

Attachments:

June Meeting Minutes
 July Meeting Minutes
 Ridership/Passenger Mile Tracking

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 Sarah Lu Heath at 971.328.2877 at least 48 hours prior to the meeting.

www.nwconnector.org



NWOTA Minutes

June 14, 2022

This meeting was scheduled due to lack of quorum on the regularly scheduled Friday, June 10 meeting.

Meeting was called to order at 11:02am. In attendance: Arla Miller, Jeff Hazen, Cynda Bruce, Brad Dillingham, John Dreezen, Sarah Lu Heath, Chris Perry.

Updates – Doug Pilant passed away. Membership recognized his remarkable service and generous demeanor.

Review of Trillium Proposals – Chris Perry, Principal with Trillium, proposed an alternative scope of work for the website contract. Largely due to a contractor's choice to not support the next version of open trip planner software, alternative planning tool options for the website were presented. It was also noted that market conditions and the ITS4US project have not developed as anticipated. The work we have done will moth balled until favorable conditions are in place to re-launch.

A motion to accept the adjusted scope of work was put forth by Jeff Hazen and seconded by John Dreezen; it passed unanimously.

Chris Perry also offered an opportunity to answer questions on the previously provided marketing plan before departing the meeting.

Jeff Hazen made a motion to appoint Cynda Bruce as Chairperson for NWOTA; the motion passed unanimously.

Discussion of the marketing proposal found that agencies can best handle community outreach internally. A motion to approve the marketing proposal without Task 2, reallocating those dollars to Task 1, was made by Jeff Hazen and seconded by John Dreezen; the motion passed unanimously.

Meeting adjourned at 11:58am.

NWOTA Minutes

July 15, 2022

This meeting was scheduled due to an medical emergency. This is an abbreviated meeting to provide updates. A agenda and consent calendar will be resumed in August.

Meeting was called to order at 10:06am. In attendance: Cynda Bruce, Brad Dillingham, Jeff Hazen, Sarah Lu Heath, Mike Reed, Tabatha Welch.

Updates:

Contracts: Trillium and ColPac renewals have not made it through the approval and signing process.

Tabatha will follow up on getting them on the board's agenda.

Bus Stop Project: Jeff Hazen has taken over this project and will have a vote to proceed in August. At this time Jacobs believes the budget will be inline with grant funding. We anticipate construction to begin in 2023.

Meeting adjourned at 10:22am.

**NW Connector
Management Work Plan**

Progress to Date: October 2018

CONNECTOR ACTION PLAN		Lead	Action Items	Target Completion	Progress to Date
GOAL 1: IMPROVE RIDER ACCESS AND CONVENIENCE					
1A	Develop a trip planning tool for the Connector website.	SETD		2017	Completed
1B	Agree on major stops and amenities to be installed with Enhance funding.	ODOT Liaison	Hire consultant. Complete Transit Access Study	2019	Complete In progress
1C	Provide branded shelters, timetables, and other amenities at each major Connector stop location by 2025.	TCTD		In phases, as grant funding allows, by 2025	Updating signage
1D	Develop consistent passenger comfort standards for bicycles, animals, luggage, food, and drink.	BCT		2021	Completed policy on Transporting Animals, working on Transporting Bikes and Holiday Schedules policies
1E	Implement an automated phone information system specific to the Connector.	SETD		2018	Updated website appears to be resolving need
1F	Technology enhancements	NWOTA staff	Real time bus information, behind-the-scenes technology, GPS, electronic ticketing.	2019	Three partners have added Swiftly to their districts.
1G	Establish a Bike n/Ride program including travel services and amenities for riders looking to transport their bicycles.	NWOTA staff	<ul style="list-style-type: none"> Identify amenities needed by short- and long-distance bicyclists, connect with bicyclists and bicycling events to partner 	2018	Advertising set for July–October 2018.

CONNECTOR ACTION PLAN		Lead	Action Items	Target Completion	Progress to Date
2F	Work with Travel Oregon to include the Connector in their “Seven Wonders of Oregon” marketing program.	Connector staff	Include Travel Oregon in the annual marketing plan.	2017	Advertising in Travel Guide Listed in Transportation Options on TravelOregon website
2G	Provide presentations to update regional and statewide groups upon completion of the Management Plan	TCTD	Prepare a 10-minute powerpoint presentation. Work with ODOT Liaison to get on the Oregon Transportation Commission agenda.	2017	Some work on presentation completed
2F	Increase brand and system awareness	All Partners	Update and increase NWConnector signage	2018—2019	In progress
GOAL 3: IMPROVE REGIONAL SERVICE DELIVERY					
3A	Develop coordinated timetables for Connector service.	CCR	Convene the subcommittee to review and update the original regional timetable prepared for the Connector pilot program.	2017, with quarterly review and update	Completed without using a sub-committee
3B	Coordinate transfer times between Connector service and local service.	Committee of Partner Reps		Ongoing	Happening without using a sub-committee
3C	Increase frequencies and service levels on valley to coast corridors (Hwy 6, 20, 30).	LCT		2022	Happening on Hwy 6 and 30 routes
3D	Expand the Connector system into Yamhill County.	TCTD	IGA and Management Plan needs to be adopted first	2019	In progress

CONNECTOR ACTION PLAN		Lead	Action Items	Target Completion	Progress to Date
4D	Develop a regional policies and procedures manual, and establish initial policies for topic areas recommended in the management plan.	BCT		2021	Completed policy on Transporting Animals, working on Holiday Schedules and Transporting Bikes policies
4E	Reach out to the Oregon Transit Association (OTA) for assistance in lobbying for regional coordination funding.	LCT (TCTD co-leader)		2017	Liaisoning with OTA
4F	Convene representatives from each partner agency's board to discuss potential management strategies and resolve barriers to the IGA.	TCTD (LCT to provide current draft IGA)		2017	Complete in 2018 Lincoln County and Tillamook County Transportation District have adopted.
4G	Consider establishing a advisory group for the NWConnector system	All Partners	Work with the Tribes to see if there is interest in participating on a NWConnector Advisory Committee. Look at the potential for combining STIP and NWOTA meetings	2019	Discussion stage to date

CONNECTOR ACTION PLAN				
	Lead	Action Items	Target Completion	Progress to Date
		<ul style="list-style-type: none"> Investigate last mile trips, may be more cost effective to do Dial-a-Ride 		

Tillamook County Transportation District
Board of Directors Special Meeting and Executive Session
Thursday, July 21, 2022 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair Mary Johnson called the meeting to order at 6:00 pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Mary Johnson, Board Chair (Zoom)
Judy Riggs, Vice Chair
Jackie Edwards, Director (Zoom)
Linda Adler, Secretary (Zoom)
Marty Holm, Director (Zoom)
Gary Hanenkrat, Treasurer

TCTD Staff

Natalie Zuercher, Admin Assistant/ Board Clerk
Mike Reed, Operations Superintendent/Interim General Manager
Tabatha Welch, Financial Advisor
Cathy Bond, NWR Brokerage Manager

Guests

Steve Shropshire, Jordan Ramis (Zoom)
Arla Miller, ODOT
Kathy Kleczek, NTO (Zoom)
Diane Gibson, DMG Consultancy

4. Announcements and Changes to Agenda:
 - a. BC Johnson expressed the change to the consent calendar adding on to item #17 regarding May and June 2022 Service Report and removing resolution #22-20 regarding Columbia Pacific Economic District.
5. Public & Guest Comments:
 - a. Diane Gibson Staffing Analysis Presentation
 - b. Diane Gibson discussed her findings and overview of her consultancy working with TCTD staff.
 - c. Diane Gibson expressed well wishes to everyone moving forward.
 - d. Dir. Adler asked about outsourcing HR and if other companies have had luck with that.

- e. DG replied there's a company called Xenium that worked with past clients who did payroll and was onsite 2-3 days a week. Xenium new HR compliance methodology.

6. Executive Session: None

REPORTS

- 7. Financial Report: Finance Supervisor Welch reviewed the TCTD year-to-date financial report through June 2022.
 - a. FA Welch read the year-to-date 2022 June Financial Report.
 - b. The district has completed 100% of year but June is the last month of fiscal year, so this isn't a complete financial report.
 - c. Taxes come in till August will be back dated till June.
 - d. Fuel expense kicked up at end up year.
 - e. Dir. Hanenkrat asked about Fred Meyer's charge for \$600. FA Welch replied that she will investigate it.
 - f. Dir. Adler asked about charges in relation to marketing AA Zuercher had spent. AA Zuercher replied that the amount seen is in relation to parades and the fair.
- 8. Service Measure Performance Report: IGM/OS Reed gave the service performance report through May & June 2022.
 - a. May is seen in this month's board packet but focusing on June.
 - b. DAR is up 3%
 - c. Intercity is up at 10.2%
 - d. TBCC ridership is down but has been rebounding since classes have been back in session.
- 9. Northwest Oregon Transit Alliance: IGM/OS Reed shared updates from the last partner meeting.
 - a. Cinda Bruce was appointed as NWOTA new chair, TCTD still acts as fiscal agent.
 - b. PSA with Columbia Pacific Economic Development was going to be brought to us for June meeting but from legal obligations we were unable to fulfill.
 - c. Trillium contract, we need emergency procurement.
 - d. Region Bus Project handed off to Jeff Hazen, IGM Reed will still work with Jacob's engineering.
- 10. Planning & Development: IGM/OS Reed shared the following updates:
 - a. Summer 2021 Doug Pilant contacted Kittleson for an expansion of three runs to Portland. Proposed service expansion was supposed to take place in January and May but because needs of staffing plan are not met, we can't follow through. Board memo will be presented at August board meeting.
- 11. Grant Funding: FA Welch shared the following updates:

- a. Finishing up fiscal grants as well as starting new projects.
- b. Just finished reimbursements.
- c. We came close to projections for next fiscal year budget.
- d. Another grant in the works, we will bring to August board meeting approval.

12. Facility/Property Management: IGM/OS Reed gave the following updates:

- a. First week of August R&W Engineering will finish Transit & Admin. Building.
- b. Blue Star is helping complete the propane fueling facility.
- c. Champion Bus Stop is completed.
- d. No info on PC Bust Stop, Jacobson is proposing on budget for design.

13. NW Ride Brokerage: Brokerage Manager Bond shared the following updates:

- a. July 30th celebrating 4 years at NWR, thanked board for their support in this.
- b. Veterans grant is starting to take off, COVID halted this at first. Veterans are being reimbursed and we want to work on marketing to draw in more veterans in the future.
- c. Offered a CSR position and will be fully staffed for the first time in two years.

14. Miscellaneous:

- a. IGM/OS Reed discussed audit findings in November 2022 in ordinances regarding district conduct. Will start a public hearing next month.

CONSENT CALENDAR

15. Motion to Approve the Minutes of May 19, 2022, Regular Board Meeting

16. Motion to Approve the Minutes of June 23, 2022 Regular Board Meeting

17. Motion to Accept the TCTD June 2022 Financial and May & June 2022 Service Report

Motion by Dir. Holm to approve Consent Calendar. *Motion Seconded* by Dir. Riggs.

Motion Passed

By Directors Hanenkrat, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

ACTION ITEMS

18. Motion to Approve Resolution #22-19 In the Matter of Authorizing the Interim General Manager to Execute ODOT Section 5311 Grant #35325 to Take Purchase of two (2) Category E Dial-A-Ride Vans and one (1) Small Dial-A-Ride Bus

- a. IGM/OS Reed said Doug was working alongside Arla on this so he doesn't have too much knowledge with this.

Motion by Dir. Holm to Motion to Approve Resolution #22-19 In the Matter of Authorizing the Interim General Manager to Execute ODOT Section 5311 Grant #35325

to Take Purchase of two (2) Category E Dial-A-Ride Vans and one (1) Small Dial-A-Ride Bus. *Motion Seconded* by Dir. Edwards.

Motion Passed

By Directors Hanenkrat, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

19. In the Matter of Approving Resolution Pending #22-20 In the Matter of Authorizing the Interim General Manager to Execute a Services Contract with Trillium Solutions, Inc. for NWOTA Website Maintenance
- a. IGM/OS Reed said It's a continuation of same contract just for the new fiscal year.
 - b. Steve Shropshire said we have an emergency document that needs to be signed due to Doug's passing, this continues trillium support service. Otherwise, we must treat this an intermediate procurement with two additional bids. We are confident this meets procurement statue to move forward tonight.

Motion by Dir. Edwards to Approve Resolution Pending #22-21 In the Matter of Authorizing the Interim General Manager to Execute a Services Contract with Trillium Solutions, Inc. for NWOTA Website Maintenance. *Motion Seconded* by Dir. Riggs.

Motion Passed

By Directors Hanenkrat, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

DISCUSSION ITEMS

20. Recruitment Agency

- a. BC Johnson expressed gratitude towards Dir. Adler for her work on this.
- b. Dir. Adler expressed similarities in recruitment companies, SDAO doesn't do as much in being aggressive. The last two companies came from Heidi, I like them they are responsive. I think it's a good idea we select one and plan.
- c. Dir. Holm thanked Dir. Adler and is aware of Prothman and their work focuses on special districts. Prothman is successful and professional.
- d. BC Johnson agreed with choosing Prothman, noticed that they seem aggressive with recruitment. SDAO has better connections with who they are looking for, but we need to look for aggressive.
- e. Dir. Adler said recruitment companies offer guarantees.
- f. Dir. Holm expressed fear that SDAO will not provide depth of service, don't know how much work they'd do.
- g. Dir. Edwards realized that Dir. Holm is in the workforce so if he sees Prothman, he will know. Thought Acuman was a good organization though.
- h. BC Johnson replied Acuman cost would be higher and is steep compared to Prothman.

Motion by Dir. Adler to approve Prothman as the recruitment agency for recruitment of a General Manager at Tillamook County Transportation District. *Motion Seconded* by Dir. Edwards.

Motion Passed

By Directors Hanenkrat, Adler, Riggs, Holm, Edwards, and Board Chair Johnson.

21. Board Vacancy

- a. BC Johnson discussed conversations with Mis-Carlson Swanson on recommendation of TJ Fiorelli for new board chair. If we want to advertise, we can but we should move forward with filling that seat.
- b. Dir. Holm expressed concerns of the new board member not having historical knowledge and having them fill this role too help hire a GM would be hard. I recommend that we wait.
- c. BC Johnson replied that it makes sense, but county commissioners will fill seat for us.
- d. Dir. Hanenkrat said county commissioners will fill seat if we can't agree on filling the seat. Would like to see an ad in the paper for this.
- e. BC Johnson said we should move forward with advertising.
- f. BM Bond said there's a concern about putting this chair on election. You can stay vacant for period of time but there's a criteria. We should circle back.
- g. Steve Shropshire replied there's no transportation statue. County commissioners would not intervene unless asked to do so. Statue says if board can't reach agreement or if vacancy creates lack of forum that's when they come in play. You have time, this is in your hands. You can appoint up till next election.
- h. Dir. Riggs added that election is next June.
- i. Steve Shropshire said if the election occurs for the full term to follow you don't have to have two different elections.
- j. Dir. Holm added that we need to hire a GM and then fill the seat. Not expected to be a drawn-out vacancy. The risk is that we don't have an odd number, if we make decisions, it could problematic.
- k. Dir. Edwards said in a way we take a while to get things taken care of, I am with Dir. Hanenkrat on advertising to find someone. Prothman can work on GM process while we search for new board member.
- l. BC Johnson replied let's move forward for advertising with position, when we get applications, we can review and move forward.

22. HR Department

- a. BC Johnson said this came up in the last meeting and Diane's report. There has been a discussion if this is for the board or GM position. Asked for input on this.
- b. Steve Shropshire replied that this rises to level of board decision to fiscal impact. You'd want this to be a board decision.

- c. Holm disagrees, this would overstep our responsibilities, our only responsibility is to hire GM.
- d. Steve Shropshire added that hiring or firing of staff has to do with administrative staff. Given your unique situation the board should take it up on its own if its urgent.
- e. Adler asked IGM/OS Reed what would make things easier. IGM/OS Reed replied he doesn't feel confident to speak on HR matters.
- f. Dir. Hanenkrat said we need to wait for the new GM on this matter. Dir. Edwards agreed with Hanenkrat, it's been under Tabatha and she's doing a fine job. I don't see any problems; everything is under control.
- g. IGM/OS Reed said that though Diane brought up opportunities for improvement, the house isn't burning down we are in a moment of transition we need to stay consistent in this moment.
- h. BC Johnson said lets table this discussion.

23. TAC Committee Board Vacancy

- a. BC Johnson said we have 3 individuals terms expiring in the end of June Chris Kell, Jeff Hazen and Brook Wyntergreen you can serve two consecutive terms, this is their second term. We have three seats that will need filled. Have staff look into that. Reached out to someone who is interested in this role and they are interested. Curious to advertise.
- b. Dir. Hanenkrat said at least one ad in the paper would be justified.
- c. BC Johnson said if the staff would get that going, we will look into see if theses individuals will want to serve again.
- d. Arla Miller said with STIF improvement funds you have to have a service provider outside of district on board, that's where Jeff Hazen comes in.
- e. Dir. Holm asked if this individual has option to term serve longer. Arla replied you can ask Cinda Bruce if she would like to be on board to fulfill STIF.
- f. BC Johnson will send bylaws to TAC committee, so everyone knows requirements. When looking at bylaws there isn't a way around two terms.
- g. Steve Shropshire said there needs to be people representing certain groups, we need someone serving each group in committee. I don't see specific statement that we need to have a member on transit agency. BC Johnson replied reinstating Article 4 of TAC committee bylaws.
- h. Steve Shropshire asked about statute or bylaws. Arla Miller replied that it's in statute.

24. Staff Comments/Concerns:

Operations Superintendent/Interim General Manager Reed: Past couple months have been hard on us all. Cathy's support has been valuable to me. Tabatha's transition from working with Doug hasn't been easy, she's been putting pieces together. Clayton has been cleaning cobwebs to make district look nice, he works hard and is supportive to me and my job. Natalie is still learning her position here and has gone the extra mile to make sure this agenda and board meeting happens. Thank you to the staff, the board needs to know that.

Finance Supervisor Welch: Told a joke she found from Doug on a sticky note in his office.

NW Rides Brokerage Manager Bond: First month was hard for us, we didn't know what to do. We had a great staff meeting and focus on work instead of the hurt and pain we were experiencing. Mike has stepped up a lot. We all pulled back together, and we are stronger together as a team. I assure I never wanted to be GM; I want what's best for the district. If I know it, I will share it, whatever keeps us afloat.

- A. Updated on Doug's Memorial Service, Tabatha, Kendra, Natalie, and I, have worked hard. It's been a part of our healing process; I think it's a good idea to do this here and share pictures and laughter. Thank you to the board for having us do this. Showed the prepared order of service that was created for Doug. We have pulled it all together we are proud of what we have done.
- B. Presented a rough draft picture of the Transit Center dedicated to Doug. Asked if we are naming it the Douglas W Pilant Transit Center. Architect needs to know since he is working on the outside now.
- C. Dir. Adler asked about taking down "Visitor Center". BM Bond replied that this is here because we used to share this building with the Chamber. With them opening their own building, we are only going to be a transit center to my understanding.
- D. IGM/OS Reed confirmed it was Doug's wish to get "Visitors Center" taken off of the building changing it to "Tillamook Transit Center".
- E. Dir. Hanenkrat asked if we should run this by the city. BM Bond agreed that its neighborly to do so.
- F. BM added the whole block was dedicated to Mildred Davy. I think we should keep this plaque. John Davy her husband also has a plaque by the tree next to the transit center. We are considering a companion monument, turn it into something nice.
- G. Dir. Adler asked about putting plaques on side of the Transit Center doors. BM Bond replied we should take plaque of building if dedicating it to Doug.
- H. Dir. Riggs expressed that she liked what was shown.

Administrative Assistant Zuercher: Talked about Fair Booth sign-ups and updated on the Farmers Market 25th Anniversary celebration event on Saturday July, 30th.

25. Board of Directors Comments/Concerns:

Board Chair Johnson: Congrats to Cathy for getting fully staffed and 4 years in. I appreciate you and Tabatha supporting Mike in his role. Very happy to see everything moving forward. Thanked Natalie for getting the board together. Thanked the board.

Dir. Riggs: I also want to echo what everyone's saying about the staff. It's nice to cry together and share memories together. What's the most heartwarming to me is to see everyone coming together as a team. Mary you stepped in too and I appreciate your leadership. Linda, I want to thank you, you did a phenomenal job on finding these resources for us.

Dir. Adler: Since we are going forward for Prothman, I will contact them, but they want to Zoom interview for profiles for all of us. Asked about planning this.

A. Dir. Edwards said maybe before next board meeting.

B. Dir. Adler discussed how we will try to get this moving; Prothman will give us great guidance. It was great seeing everyone. Great job to all the staff. You're doing awesome.

Dir. Hanenkrat: Would like to thank all the staff, when you pull it all together you can do the impossible.

Dir. Holm: It's a very difficult time, it's hard to wrap around that Doug's gone. Thank you for keeping the busses rolling. Things that are happening around here are going to be a great way to respect him. Thank you everybody for what you are doing and continue to do.

Dir. Edwards: Reiterate what Mary and Linda said, thank you to staff, the fact you're coming together and working together is phenomenal. I appreciate everyone reaching out to one another.

Adjournment: Board Chair Johnson adjourned the meeting at 7:59 pm.

These minutes approved this 18th day of August 2022.

ATTEST:

Mary Johnson, Board Chair

Mike Reed, Interim General Manager

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

OCCUPATIONAL HEALTH AND SAFETY PLAN	Number: 18
Adopted by the Board of Directors on February 28, 2013. Last Reviewed: March 21, 2019 August 18, 2022	Page: 13

POLICY

Tillamook County Transportation District (“TCTD”) is dedicated to providing and maintaining a safe and healthful work environment that complies with all local, state, and federal regulations through the implementation of this Occupational Safety & Health Program (“OHSP”).

RESPONSIBILITIES

1. Managers/Supervisors: OSHA regulations designate the responsibility on managers and supervisors to provide a safe place to work including facilities, equipment, standards and procedures, adequate supervision, and recognition for a job done properly. They are responsible for training all of their employees to perform their jobs properly and safely. They teach, demonstrate, observe and enforce compliance with established safety standards. Management is responsible for ensuring that organizational safety and health policies are clearly communicated and understood by all employees. Managers and supervisors are expected to enforce the rules fairly and uniformly.
 - a. Managers are responsible for reporting all accidents to OR-OSHA at 503-378-3274.
2. OHSP Administrator: The OHSP Administrator’s responsibilities include but are not limited to the implementation, maintenance, and update of this policy, as well as other duties described below. The General Manager or designee is the appointed TCTD OHSP Administrator.
3. Employees: All employees are responsible for performing their tasks properly and safely. They are to assure themselves that they know how to do the job properly and ask for additional training or assistance when they feel there is a gap in their ability, knowledge, or training. They should never undertake any task, job, or operation unless they are able to perform it safely. All employees are responsible for using safe work practices, for following directives, policies and procedures, and for assisting in maintaining a safe work environment.

COMPLIANCE

1. Performance Evaluations: As part of employees' regular performance reviews, they are evaluated on their compliance with safe work practices.

2. Employee Recognition: Employees that make a significant contribution to the maintenance of a safe workplace, as determined by their supervisors, receive written acknowledgment that is maintained in the employees' personnel files.
3. Employee Training: Employees who are unaware of correct safety and health procedures are trained or retrained.
4. Employee Discipline: Employees who fail to follow safe work practices and/or procedures, or who violate organizational rules or directives, are subject to disciplinary action, including termination, as specified in Policy No.11 of the TCTD Personnel Policies & Employee Handbook.

TCTD SAFETY COMMITTEE DUTIES AND FUNCTIONS

The purpose of the TCTD Safety Committee brings management and non-management together in a cooperative effort to promote safety and health in the workplace and assist management by making recommendations for change.

1. Membership

- a. All TCTD workplace locations shall have a safety committee. Locations with less than 20 employees shall have committees with at least two representatives. Locations with at least 20 employees shall have at least 3 employees and 2 management representatives.
- b. Employee representatives shall be volunteers or elected by their peers. If no employees volunteer or elected by their peers or volunteer, they may be appointed by management. Employer representatives will be appointed.
- c. Safety Committee members will serve a continuous term of at least one year. Committee membership terms will be staggered so that at least one experienced member is always serving on the Committee.

2. Duties and Functions

- a. Provide a monthly agenda and meeting
- b. Conduct Quarterly Inspections
- c. Involve employees in achieving and maintaining a safe, healthful workplace
- d. Identify hazards and unsafe practices
- e. Ensure management investigates accidents and near miss accidents
- f. Keep accurate records of committee activities and recommendations
- g. Provide written recommendations to management

COMMUNICATION

1. Two-Way Communication: Management recognizes that two-way communication between management and staff on health and safety issues is essential to an injury-free and productive workplace.
2. System of Communication: The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable.
 - a) An orientation program is given to all new employees and includes a review of this TCTD OHSP and a discussion of policy and procedures that the employee is expected to follow.
 - b) The TCTD Safety Committee meets monthly where safety is freely and openly discussed by all present. All employees are encouraged to participate in the Committee's meetings.
 - c) Off-site work locations will hold monthly safety meetings and mandatory quarterly facility inspections.
 - d) Written health and safety notifications are issued when received.
 - e) TCTD posts Operation's Bulletins and distributes them to each employee to provide guidance and updates on policies and procedures.
 - f) The TCTD Safety Committee posts a monthly meeting agenda and minutes, which provides safety and health related information.
 - g) Other methods of communicating pertinent health and safety information are used as they are identified.

EMPLOYEE INVOLVEMENT AND HAZARD REPORTING

1. Transit Drivers and Dispatchers are required to report safety defects on their vehicles using the Vehicle Condition Report (VCR). Drivers are also encouraged to report safety problems they notice at or near bus shelters and stops.
 - a) If a driver finds a safety defect on their vehicle, they must report it to their immediate supervisor to determine whether or not the vehicle shall be removed from service.
 - b) All other defects must be reported to the Operations Superintendent using the VCR no later than the end of their scheduled shift.
2. All employees are encouraged to inform their supervisors, or other management personnel of any matter which they perceive to be a workplace hazard, or a potential workplace hazard. They are also encouraged to report suggestions for safety improvement. This reporting can be done orally or preferably in writing. If done in writing, the notification should be completed on an Incident Report and may be given directly to the General Manager or other management designee.
3. Employees who report a hazard shall be notified of what's being done within 30 days of receipt and a status report will be issued every 60 days.

HAZARD IDENTIFICATION & EVALUATION

Inspection of the workplace is performed each quarter to identify unsafe conditions and practices. While all employees are encouraged to continuously identify and correct hazards and poor safety practices, certain situations require formal evaluation and documentation.

- a) Safety Inspections: Internal safety inspections are performed by the Safety Committee, which conducts a tour on a quarterly basis. Hazards found are corrected on the spot or recommendations are submitted for future corrections. A member of management and at least one employee, selected on a rotating, volunteer basis, conducts the monthly tour. Records of inspections will be maintained by the OHSP Administrator.

Additional Inspections: Inspections are also conducted in accordance with OR-OSHA requirements when:

- a) New substances, processes, procedures, or equipment presents new safety or health hazards.
- b) Management becomes aware of a new or previously unrecognized hazard, either independently or by receipt of information from an employee.
- c) Appropriate to conduct an unannounced inspection.

INJURY AND ILLNESS INVESTIGATION

1. Investigation: All accidents resulting in injury or property damage, however slight, are investigated to determine the primary and contributing causes within seven (7) working days of the initial report. This information is documented and analyzed to assist in obtaining corrective actions to prevent similar accidents from occurring in the future. The responsibility to see that this investigation is performed rests with the OHSP Administrator.
2. Reporting: All facts, findings, and recommendations are documented on an accident investigation report.

CORRECTION OF HAZARDS

When a hazard exists, it is corrected on a timely basis based on the severity of the hazard. If imminent danger exists to any employees, management or a supervisor must remove these employees from the danger at once, and personnel who are provided with the necessary safeguards correct the hazard.

TRAINING

1. Orientation - New Employees: The OHSP Administrator conducts the initial orientation on general safety within the first seven days that the new employees are on the job.
2. Initial On-The-Job Training: When an employee first starts to work, the designated driver training & safety designee trains the employee in all aspects of

safety for the purpose of educating the new employee on the hazards of the work environment and the required safety procedures to mitigate those hazards.

- a) The designated driver trainer conducts this training and documents it by using the "New Employee Training Checklist". The Checklist is filled out during the employee's initial on-the-job training when each module is completed. The Checklist then becomes a permanent part of the employee's personnel file.
 - b) All new hires are given a copy of the organization's TCTD *Occupational Health & Safety Plan* and those rules and regulations that apply to their work environment.
3. Specific Organization-Wide Training
- a) Disaster Preparedness: This training includes the organization's disaster preparation structure and how the employee fits into the structure, i.e., what the employee is to do under specific circumstances, such as fire, earthquake, tsunami, medical emergency, and bomb threat.
 - b) First Aid and CPR Training: All transportation employees receive "Standard First Aid" training every three years, and "Adult CPR" training each year in accordance with the American Red Cross or American Heart Association requirements.
 - c) Bloodborne Pathogen Training: All employees must receive training on bloodborne pathogens annually, as required by OR-OSHA.
 - d) Defensive Driver Training: All employees who may drive on organization business receive defensive driver training not less than every three years. Driving on organization business includes driving organization vehicles as well as personal vehicles.
 - e) Ergonomics: All employees receive ergonomic training for their specific jobs. As a minimum, each employee receives training on proper lifting techniques and computer workstation ergonomics.
4. Retraining: Reasons for retraining include change of job assignment, change of operations or materials, observation of poor work habits, or update of training methods. The OHSP Administrator coordinates retraining when an existing employee changes their job function. Such training includes general workplace safety, job-specific hazards, and/or hazardous materials, as applicable.
5. Specialized Training: Supervisors and Managers are trained in their responsibilities for the safety and health of their employees. Such training includes both safety management and technical subjects. Supervisors are trained in the hazards and risks faced by the employees under the immediate direction of their Supervisor.
6. Managers/supervisors/OHSP Administrator
- a) Determine safety-training needs
 - b) Implement new training programs
 - c) Evaluate the effectiveness of these programs

7. In addition, training is provided whenever:

- a) New substances, processes, procedures or equipment pose a new hazard
- b) There is a lack of skill or knowledge to deal with the situation
- c) Management or the OHSP Administrator becomes aware of a previously unrecognized hazard and there is a lack of skill or knowledge to deal with the hazard.

BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN

Universal Precautions

The universal precautions are that employers and employees must assume all human blood and other potential infectious materials specified (OPIM), such as human bodily fluids are infectious for HIV, HBV, and HBC. Performing proper cleanup, decontamination, and disposal of all contaminated material is necessary to prevent employee exposure.

Personal Protective Equipment (PPE)

A PPE is anything that is used to protect a person from exposure to bloodborne pathogens. These may include items such latex or nitrile gloves, goggles and aprons.

In an effort to protect all TCTD employees, all buses are equipped with a biohazard cleanup kit called a "Spill Kit". When conducting your pre and post trip vehicle inspections you must ensure there is a "Spill Kit" on your bus. The kit must be sealed and if the seal is broken or the Kit is missing, you must notify the Dispatch Center or Transit Supervisor to replace it.

The content of the "Spill Kit" includes:

- Latex gloves
- Face shield and plastic apron (not in our spill kits)
- Biohazard bag and plastic bag
- Fluid Control Solidifier
- CPR mouth-to-mouth barrier (not in our spill kits)
- Germicidal disposable towelettes
- Dustpan and scraper

In addition to these spill kit items, TCTD provides paper towels, hand sanitizer, and Lysol antiseptic wipes. It is each transportation program driver's responsibility to verify that a spill kit and other items mentioned are onboard during their pre and post vehicle inspection. Always check a vehicle's PPE for defects or tears. If they appear defective or worn it's the driver's responsibility to exchange them. If PPE is used then remove the PPE before leaving a contaminated area. Finally, do not reuse disposable equipment.

Gloves

Gloves are the most widely used form of PPE. They act as a primary barrier between your hands and bloodborne pathogens. Latex or vinyl gloves are used for medical, dental or laboratory procedures.

Glove Removal

You must follow a safe procedure for glove removal being careful that no substances from the soiled gloves contact your hands.

1. With both hands gloved, peel one glove off from top to bottom and hold it in the glove hand.
2. With the exposed hand, peel the second glove from the inside, tucking the first glove inside the second.
3. Dispose of the entire bundle promptly.
4. Remove gloves when they become contaminated, damaged or before leaving the work area.
5. Wash hands thoroughly.

Exposure Control

The TCTD Exposure Control Plan requires that all incidents involving blood or OPIM be reported before the end of the work shift during which the incident occurred on an authorized incident, accident or personal injury report forms. Reports of incidents must include:

Names of all individuals involved a description of the circumstances; including time and date. All incidents must be recorded and made available to all employees and OR-OHSA upon request

TCTD also provides employees, a post-exposure evaluation upon request. TCTD will provide the exposed employee with a confidential medical evaluation and follow-up as required by law, as well as maintaining the confidentiality of the affected employee and the exposure source during all phases of the post-exposure evaluation. This evaluation confidentially documents the source of exposure, test source individuals' blood with their consent, and provide the evaluation results to the exposed employee.

Employees who are involved in any situation involving the presence of blood or OPIM, regardless whether a specific exposure incident occurs, will be offered the full hepatitis B vaccination series but, no later than 24-hours following the incident.

Exposure "*Incident*" means an eye, mouth or other mucus membrane, non-intact skin, or parenteral contact with blood or potentially infectious materials that result from the performance of an employee's duties. "*Parenteral contact*" means piercing mucous membranes or the skin barrier through such events as human bites, cuts, and abrasions.

1. Decontamination: In the event there's an incident on a bus each driver must:
 - a. Notify Dispatch
 - b. Assume all bodily fluids are infectious

- c. Apply the “Emergency Management Steps”
 - d. Use tools in the “Spill Kit” to clean up and place in Biohazard bags for disposal
 - e. Bring Biohazard Bag to office for prompt disposal
 - f. Wash hands in warm water with soap
 - g. Clean inside of vehicle with 1/10 bleach solution
2. Cleaning surfaces
 - a. Wear PPE equipment
 - b. Spread Fluid Control Solidifier
 - c. Scoop and dispose in biohazard marked bag
 - d. Remove PPE and dispose in a biohazard marked bag
3. Hand washing
 - a. Wash hands immediately after removing PPE
 - b. Use a soft antibacterial soap
 - c. Wash hands with soap and water as soon as possible
4. Disposal: Transport biohazard material to Transit Supervisor
 5. Reporting: Once you have completed the steps in the Exposure Control Plan you must report the incident to a supervisor, and you must complete an “Exposure Incident Form”. Even if you’re not sure but think you have been exposed you must document the incident.
 6. HBV Vaccination: You may be exposed to HBV on the job. Therefore, all TCTD employees may be vaccinated to protect themselves from HBV at no cost to the employee. The vaccine is administered by three injections over a six-month period. Today’s vaccines are safe and effective, and the medical community strongly endorses this vaccination.

Records

All exposure and/or medical records shall be kept in accordance with the law. Exposure records shall be maintained for the duration of employment and archived after employment terminates. An employee’s exposure records shall be made available within two working days to that employee upon request. Medical records for each employee with occupational exposure will be kept confidential during and after employment.

FIRST AID AND CPR

TCTD trains its employees in First Aid and CPR to ensure they have the necessary skills recognize and provide basic care for injuries and sudden illnesses until advanced medical personnel arrive by training them to use the “check-call-care” procedure.

In an effort to provide basic care for victims, TCTD provides and maintains “first aid kits” in the main office, bus barns or the bus maintenance facility.

1. Sudden Illness: Employees are trained to react to sudden illnesses such as seizures, diabetic emergencies, stroke, allergic reaction and poisoning. If employees think there is something is wrong they are trained to ask questions.
2. Wounds: All employees are instructed on the techniques to cover wounds with dressing, cover the dressing with a roller bandage, how to knot the bandage above the wound, and to elevate the injured area above a victims heart.
3. Burns: Employees will be trained to flush the burned area with large amounts of cool, running water and to assist the victim remove contaminated clothing, if possible. Then, employees are provided the necessary skills to cover the burned area to prevent infection.
4. Injuries to Muscles, Bones and Joints: All employees are instructed on the four types of muscle, bone and joint injuries such as; fractures, dislocations, sprains, and strains. Employees are instructed to support the injured area above and below the site of the injury and to check for feeling, warmth, and color below the injured area. Finally, employees are instructed with the technique of placing a triangular bandage under the injured person’s arm to form a sling.
5. Heat and Cold Related Emergencies
 - a) Heat: Employees are instructed to detect heat cramps, heat exhaustion and heat stroke and provided the necessary skills to prevent these conditions to becoming life threatening.
 - b) Cold: Employees are instructed to detect frostbite and hypothermia and provided with the necessary skills to manage to assist the victim.

TCTD EMERGENCY EVACUATION PLAN

TCTD provides and trains all employees in procedures to evacuate the building in the event of a fire, bomb threat or natural disaster such as a tsunami or earthquake. Employees are instructed to immediately notify 911. The TCTD Emergency Evacuation Plan is as follows:

1. Emergency Evacuation Map: Each room in the TCTD administrative office has an Emergency Evacuation Map indicating the location of the room and an arrow pointing a person towards an authorized exit.
2. Fire: TCTD provides employees training in the use of fire extinguishers and knowledge on what types of fires the extinguishers may be used. The Emergency Evacuation Map illustrates the location of ten (10) fire extinguishers throughout the TCTD office and they are indicated on the map by yellow dots with the letter E. These fire extinguishers are located in the office and adjacent TCTD conference room. Employees are instructed to only use these in the case of a small fire.
3. Natural Disaster: All employees are instructed to protect themselves from an earthquake or tsunami. The TCTD administrative building is a single-story

building and employees are instructed to evacuate the building and stand at least 20 feet away.

4. Bomb Threat: Employees are instructed to immediately evacuate the building. Employees are instructed to only use cellphones to call 911 after they are a safe distance from the building.

HAZARD COMMUNICATION PLAN

TCTD provides a safe and healthy work environment by requiring all supervisors be responsible for implementing a Hazard Communication Plan that is in compliance with the Oregon Occupational Health and Safety Code Hazard Communication 1910.1200.

1. Container Labeling

TCTD policy requires that no container will be released for use until the designated driver trainer & safety personnel verify that all containers received for use will:

- a. Be clearly labeled as to the contents
- b. Note the appropriate hazard warning
- c. List the manufacturer's name and address

Each TCTD supervisor will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with the central stores generic labels which have identification and hazard warning blocks within their respective departments.

2. Material Safety Data Sheets (MSDSs)

Copies of MSDSs for all hazardous chemicals to which employees of TCTD may be exposed to shall be located in the Dispatch/Reception Area, Bus Maintenance Facility Office and Transit Visitors Center. All employees shall have access to the MSDSs in their respective work areas for review during each work shift. If MSDSs are not available or new chemicals in use do not have an MSDS, immediately contact your immediate supervisor.

3. Employee Information and Training

TCTD requires that each new employee attend a health and safety orientation to receive information and training on the following:

- a. An overview of the requirements contained in 1910.1200 and 1926.59 – Hazard Communications Rules
- b. Chemicals present in their workplace operations
- c. Location and availability of the written hazard program
- d. Physical and health effects of the hazardous chemicals

- e. Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area
- f. How to reduce or prevent exposure to these hazardous chemicals through use of control work practices and personal protective equipment
- g. Steps that TCTD has taken to reduce or prevent exposure to these chemicals
- h. Safety emergency procedures to follow if the employee is exposed to these chemicals
- i. How to read labels and review MSDSs to obtain appropriate hazard information

Prior to any new hazardous chemical being introduced into any division of TCTD, each employee of that division will be given information as outlined above. The driver trainer and safety designee is responsible for ensuring that MSDSs on any new chemicals are available.

4. Hazardous Chemicals List

The MSDSs located in the Dispatch/Reception Area, Bus Maintenance Facility Office and Transit Visitors Center shall contain a detailed list of each known chemical that employees may be exposed to in the workplace, see Table 1.

5. Hazardous Non-routine Tasks

Periodically, employees must perform hazardous non-routine tasks. Before starting work on such projects, each affected employee will be given information by their respective supervisor about hazardous chemicals to which they may be exposed during such activity. This information will include:

- a. Specific chemical hazards
- b. Protective/safety measures employees can take
- c. Measures the company has taken to reduce the hazards, including ventilation, respirators, presence of another employee, and emergency procedures

6. Informing Contractors

It is the responsibility of any supervisor or manager who acts as a project coordinator to provide contractors and their employees the following information:

- a. Hazardous chemicals to which they may be exposed while on the job site, and the procedure for obtaining MSDSs
- b. Precautions employees may take to lessen the possibility of exposure, by using appropriate protective measures, and an explanation of the labeling system used.

The acting project manager is also responsible for identifying and obtaining MSDSs for chemicals a contractor will bring to the workplace.

REST BREAKS PLAN FOR HEAT ILLNESS PREVENTION

Oregon OSHA's Rules for Preventing Heat-Related Illnesses, OAR 437-002-0156 and 437-004-1131, Adopted May 9, 2022

Oregon OSHA's rules for preventing heat-related illnesses requires employers to develop a heat illness prevention rest break schedule when the Heat Index¹ equals or exceeds 90 °F and the rules provide three options. Option A allows an employer to implement a self-designed schedule by building on a minimum rest break schedule using four specific elements. Option B allows an employer to implement a schedule by using an example heat illness prevention plan designed by NIOSH. Option C allows an employer to implement a schedule by using a simplified schedule designed by Oregon OSHA and based on a high-heat scenario in the NIOSH plan. Oregon OSHA has developed a factsheet² that contains detailed information about the three options.

Of the three options, we have decided on option C:

Allows an employer to implement a schedule by using a simplified schedule designed by Oregon OSHA and based on a high-heat scenario in the NIOSH plan. No other adjustments are necessary.

Simplified work/rest schedule

Heat index temperature (°F)	Rest break durations
90 or greater	10 minutes every two hours
95 or greater	20 minutes every hour
100 or greater	30 minutes every hour
105 or greater	40 minutes every hour

ACCLIMATIZATION PLAN FOR HEAT ILLNESS PREVENTION

Oregon OSHA's Rules for Preventing Heat-Related Illnesses, OAR 437-002-0156 and 437-004-1131, adopted May 9, 2022

Purpose

Our employees are our most valuable resource and we have developed acclimatization plans to protect the health and safety of our employees to protect them from suffering a heat-related illness.

Acclimatization is the process in which the body adjusts to increased heat exposure and this takes place over time. According to federal OSHA, most workplace-related heat-related fatalities occur within the first three days of employment.

Per Oregon OSHA's Heat Illness Prevention rules, if we chose to develop our own Acclimatization plan, we must integrate the items below into our plan:

- (A) Acclimated and unacclimated workers;

¹ Heat Index chart from NOAA and current weather conditions found at <https://www.weather.gov/safety/heat-index>

² Fact sheet found at [osha.oregon.gov/OSHAPubs/factsheets/fs91.pdf](https://www.osha-oregon.gov/OSHAPubs/factsheets/fs91.pdf)

- (B) The effects of clothing and personal protective equipment on adding to the heat burden of workers;
- (C) The personal and environmental risk factors that put workers at a higher risk of heat-related illness;
- (D) Re-acclimatizing workers as necessary, either due to changes in the weather or a worker spending more than seven days away from the job; and
- (E) The use and maintenance of auxiliary cooling systems such as water-cooled garments, air-cooled garments, cooling vests, and wetted overgarments.

Acclimatization Plan for employees new to the job or at worksites where they are at risk for heat illness

Day of work	Percent of time working in the heat
1 st	20*
2 nd	40**
3 rd	60***
4 th	80****
5 th	100*****

*On the first day of work, employees will work no more than two hours in excessive heat (equal to or above a Heat Index of 80 °F). Employees are/may be allowed to break this into two, 1-hour periods.

**On the second day of work, employees will work no more than 3.2 hours in excessive heat (equal to or above a Heat Index of 80 °F).

*** On the third day of work, employees will work no more than 5 hours in excessive heat (equal to or above a Heat Index of 80 °F).

**** On the fourth day of work, employees will work no more than 6.5 hours in excessive heat (equal to or above a Heat Index of 80 °F).

***** On the fifth day of work, employees may work the entire shift in excessive heat (equal to or above a Heat Index of 80 °F).

Those employees who have not worked the past seven days or are returning from at least a 4-day absence will follow the acclimatization plan for new employees.

Acclimatization Plan for employees who have previous experience with the job and at worksites where they are at risk for heat illness

Day of work	Percent of time working in the heat
1 st	50
2 nd	60
3 rd	80
4 th	100

Note: Employers may need to adjust the number of rows in either table to suit their needs. Add rows by selecting the at the end of a row.

Table 1**Hazardous Materials Lists**

	TCTD Office	Bus Maintenance Facility	Transit Visitor Center
20/10 Windshield Cleaner De-Icer			
Ant Killer Plus 2			
Antifreeze			
Belt Dressing – Black			
Belt Dressing Spray – Pyroil			
Chlorine Bleach			
Copier Toner			
Dust-Off-XL			
Duster II			
Elmer’s Glue All			
Enviro Stop Leak			
Expo Dry Erasers			
Formula 409			
Kleen Strip Paint Thinner			
Marks-A-Lot			
Maxi-Frig Refrigerant			
Murphy Oil Soap – Liquid			
Motor Oil			
NCP-2 Battery Corrosion Preventative Spray			
One Step Floor Cleaner			
Prestone Heavy Duty Brake Fluid			

Attachment A

Tillamook County Transportation District

3600 3rd Street, Suite A
Tillamook, Oregon 97141
503-842-8283

Occupational Health & Safety Plan TRAINING PROGRAM COMPLIANCE LETTER

I, _____ acknowledge that I have received a copy of the Tillamook County Transportation District ("TCTD") Occupational Health & Safety Plan (Rev. 8/18/2022) on _____. I have carefully read and understand the guidelines contained herein and recognize my role as an employee and responsibility for following them. I understand that as an employee of TCTD/Tillamook County Transportation District that I am bound by its contents and failure to abide by this policy and procedures may be cause for termination of my employment. I also understand these procedures may be updated from time to time and I will be kept informed of changes and trained as necessary to the rules governing this policy.

I participated in the TCTD/OHSP training session followed by a questions and answers session for further discussion. This training session and discussion was facilitated by _____.

(Employee Signature)

(Date)

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

Authorizing the Interim General Manager to Execute ODOT Section 5339 Grant Agreement No. 35328) **RESOLUTION NO. 22-21**

WHEREAS, the Tillamook County Transportation District (TCTD) has received a grant from Oregon Department of Transportation (“ODOT”) under section 5339 which grant is memorialized in ODOT Grant Agreement No. 35328; and

WHEREAS, the Oregon Department of Transportation (ODOT) has allocated Section 5339 funding to the Tillamook County Transportation District for capital purposes; and;

WHEREAS, the Tillamook County Transportation District wishes to fund the purchase of two (2) Transit Trolley Vehicles and;

WHEREAS, the Tillamook County Transportation District wishes to fund the design, construction, and shelter of the Hebo Bus Stop and;

WHEREAS, the Tillamook County Transportation District wishes to fund the renovation of the Downtown Transit Center and;

WHEREAS, the Tillamook County Transportation District has received a section 5339 grant from ODOT in the amount of \$508,000.00 for purposes of funding the aforementioned capital expenses during the period of July 1, 2022 through June 30, 2026, which grant is memorialized in ODOT Grant Agreement No. 35328;

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

the Interim General Manager is authorized to execute and file ODOT Grant Agreement No. 35328 in the amount of \$508,000.00 on behalf of the Tillamook County Transportation District for the purchase of two (2) transit trolley vehicles, the design, construction, and shelter of the Hebo Bus Stop, and the renovation of the Downtown Transit Center during fiscal years July 1, 2022 through June 30, 2026.

INTRODUCED AND ADOPTED this 18th day of August 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Mike Reed, Interim 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, 2022** 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, 2026** (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 **\$610,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$508,000.00** (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. 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, 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
- 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

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 _____ 07/01/2022

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 07/15/2022

Recipient Contact:

Mike Reed
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 8158283
mreed@tillamookbus.com

State Contact:

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

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

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Tillamook County Transportation District 35328				
<i>Purchase two (2) trolleys to be used for the Pacific City Free Shuttle service.</i>				
P-21-1824-01 Item #1: Bus Trolley STD				
	Total	Grant Amount	Local Match	Match Type(s)
	\$400,000.00	\$340,000.00	\$60,000.00	Local
Sub Total	\$400,000.00	\$340,000.00	\$60,000.00	
Project Title: 5339 Tillamook County Transportation District 35328				
<i>Design and construct Hebo Bus Stop</i>				
P-21-1825-01 Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$135,000.00	\$108,000.00	\$27,000.00	Local
Sub Total	\$135,000.00	\$108,000.00	\$27,000.00	
Project Title: 5339 Tillamook County Transportation District 35328				
<i>Downtown Transit Center Renovation</i>				
P-21-1826-01 Item #1: Terminal, Bus				
	Total	Grant Amount	Local Match	Match Type(s)
	\$75,000.00	\$60,000.00	\$15,000.00	Local
Sub Total	\$75,000.00	\$60,000.00	\$15,000.00	
Grand Total	\$610,000.00	\$508,000.00	\$102,000.00	

1. PROJECT DESCRIPTION

Vehicle Expansion

Purchase 2 transit trolley vehicles as follows: useful life - 5 years and 150,000 miles; approximate length - 35 feet; estimated number of seats - 19; estimated number of ADA securement stations - 1; fuel type - propane.

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

Hebo Bus Stop Design, Shelter, and Construction

This Agreement provides funding to design purchase and construct, approximately one bus passenger shelter, one bus route sign including sign posts, and the following amenities: benches, trash receptacles, bike rack, bike repair station, and infrastructure to comply with ADA accessibility requirements to support the public transportation needs of the general public and seniors and individuals with disabilities. The purpose of the project is to provide shelter from weather, procure and install passenger amenities such as benches, bike racks, bike repair station for the comfort and convenience of riders, and procure and install signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelter, route sign, benches, trash receptacles, bike rack, bike repair station, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration for all federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required

worksheet is not approved.

Downtown Transit Center Renovation

Renovate a transit facility located at 204 Laurel Avenue, Tillamook, Oregon 97141 to support the transportation needs of the general public, seniors, and individuals with disabilities. The purpose of the facility is for dispatch and customer service offices, customer waiting area, customer information center, wall mounted electronic current route and schedule information 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.

2. PROJECT DELIVERABLES, SCHEDULE and USE

Vehicle Expansion

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

*Estimated order date: July 1, 2022.
Estimated delivery date: June 30, 2025.*

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

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

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

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) 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.

Hebo Bus Stop Design, Shelter, and Construction

Recipient will submit a description and list for shelter location. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to

final payment.

By accepting federal or state 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.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

*Expected project start date: October 1, 2022.
Expected project completion date: June 30, 2025.*

Downtown Transit Center 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.

3. PROJECT ACCOUNTING and MATCHING FUNDING

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 these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

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

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

Hebo Bus Stop Design, Shelter, and Construction

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, Special Transportation Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.

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

Downtown Transit Center 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.

4. REPORTING and INVOICING REQUIREMENTS

Vehicle Expansion

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles 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.

Hebo Bus Stop Design, Shelter, and Construction

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 provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

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

Downtown Transit Center Renovation

Recipient will provide reporting information as prescribed by State on structure renovated 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 remains 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.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
5100.1	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.526 (5339)	\$508,000.00

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

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

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

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

5. 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.

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

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

RESOLUTION NO. 22-22

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

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

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

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

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

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

That the Tillamook County Transportation District Board of Directors hereby adopts and approves the Sole Source Determination and Written Findings – NWOTA Administration attached hereto and the authorizes the Interim General Manager to enter into an agreement (using the form attached to the findings) with Columbia-Pacific Economic Development District, on behalf of and as the fiscal agent for NWOTA, to provide administrative services to NWOTA for a term of three years, expiring June 31, 2025, and at a cost not to exceed \$75,000.

INTRODUCED AND ADOPTED this 18th day of August, 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Mike Reed, Interim General Manager

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Tillamook County Transportation District, hereinafter called "TCTD", serving as Fiscal Agent for the NW Oregon Transit Alliance, and Columbia Pacific Economic Development District, a non-profit corporation of the State of Oregon, PO Box 1535, St Helens, OR 97051, hereinafter referred to as "Contractor" to provide administrative services for the NW Oregon Connector Alliance.

WITNESSETH:

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

1. Effective Date: This Agreement is effective July 1, 2022 and effective as of that date despite subsequent execution.
2. Completion Date: The completion date for the Agreement shall be no later than July 31, 2025.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Scope of Services, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Scope of Services and this Agreement, this Agreement shall control.
4. Consideration. The total amount of this Agreement shall not exceed \$75,000. Contractor shall invoice monthly for work performed at \$85/hour and expenses incurred at cost.
5. Permits-Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
6. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules.
7. Agreement Representatives. Agreement representatives for this Agreement shall be:

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

Columbia Pacific EDD
Ayreann Colombo
PO Box 1535
St Helens, OR 97051

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

8. Termination. This Agreement may be terminated by TCTD or Contractor upon thirty (30) days written notice to the other party. In the event Contractor fails to perform the work in a manner satisfactory to TCTD or is in breach of this Agreement, this Agreement may be terminated upon notice from TCTD and a 10-day opportunity to cure. All costs incurred and fees earned by Contractor prior to that termination date shall be paid by TCTD not to exceed the maximum amount stated above and decreased by any additional costs incurred by TCTD to correct the work performed.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for the following purposes:
 - A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of the Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to TCTD employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by the Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
10. Non-Assignment. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of TCTD.
11. Reports. Contractor shall provide TCTD with monthly reports about the progress of the project with the information as prescribed by TCTD through the NW Oregon Connector Alliance.
12. Statutory Provisions.

Contractor shall comply with applicable laws, including ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230 and ORS 279B.235, which are incorporated herein.

Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(ff)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

Pursuant to ORS 279B.020, no person shall be employed for the Work for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or when the public policy absolutely requires it. Except for persons who are exempt from overtime pay, persons who perform the Work shall be paid at least time and a half pay for legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b) and for time worked in excess of ten (10) hours a day or in excess of forty (40) hours a week, whichever is greater.

If Contractor is a nonresident bidder, as defined in ORS 279A.120(1)(a), and the compensation exceeds Ten Thousand Dollars (\$10,000), Contractor shall comply with ORS 279A.120(3).

Pursuant to ORS 279A.120(2)(a), Contractor shall use products that have been manufactured in Oregon, provided that price, fitness, availability and quality are otherwise equal.

Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of the TCTD in connection with this Contract in violation of ORS Chapter 244.

Contractor is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017. Contractor shall provide workers’ compensation coverage for “subject workers,” as defined in ORS 656.005(28), employed to perform the Work. Before performing any Work, Contractor shall provide a certificate of insurance for workers’ compensation coverage or other proof of coverage, or certify that no subject workers will perform Work.

Pursuant to the requirements of ORS 279B.220, the following terms and conditions are made a part of this Agreement:

- A. Contractor shall:
 - (1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Agreement.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Agreement.
 - (3) Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as such claim becomes due, ColPac may pay such claim to the person furnishing the labor or services and charge the amount the payment against funds due or to become due Contractor by reason of this Agreement.
- C. Any laborer employed for more than forty (40) hours in any one week shall be paid at least time and one-half for all overtime in excess of forty (40) hours a week, except individuals who are excluded under ORS 653.010 to 653.268 or under 29 U.S.C., Sections 201 to 209, from receiving overtime.

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the service.

Contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and a half pay for: All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and all work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.

Contractor shall comply with the prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

Contractor may not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

Contractor shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

Contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

13. Hold Harmless. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any error, omission or other negligence by Contractor in the performance of this Agreement; and further agrees to indemnify, hold harmless and defend TCTD, its officers, agents, elected officials, and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.
14. Contractor Not An Agent of TCTD. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of TCTD, and TCTD does not have the right of direction or control of the manner in which Contractor delivers services under this Agreement, and does not exercise any control over the activities of Contractor.
15. Partnership. TCTD is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried on under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
16. Insurance. At all times during the term of this Agreement, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy. Contractor shall notify TCTD immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any way.
17. Non-Discrimination. Contractor shall comply with all applicable federal, state and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, gender, marital status, age, medical conditions or disability.

Contractor shall comply with provisions of District's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, color, religion, sex,

gender, sexual orientation, national origin, marital status or age if the individual is 18 years of age or older, or because of the race, color, religion, sex, sexual orientation, gender, national origin, marital status or age of any other person with whom the individual associates, or because of an individual's juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262 or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

Contractor shall comply with the Americans with Disabilities Act of 1990 (Pub. Law No. 101-336), ORS 30.670 through ORS 30.685, ORS 659A.425, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training, educational or otherwise, conducted by Contractor.

18. Access to Records. Contractor shall maintain and the TCTD and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of ten years after final payment. Contractor shall follow generally accepted accounting principles. Copies of applicable records shall be made available upon request at no charge to TCTD.
19. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney's fees, expenses, costs and disbursement for said action, suit, proceeding or appeal.
20. Non-Waiver. The failure of TCTD to enforce any provision of the Agreement shall not constitute a waiver by TCTD of that or any other provision of the Agreement.
21. Time of the Essence. The parties agree that time is of the essence in this Agreement.
22. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
23. Venue. This Agreement shall be in the district or circuit courts of the State of Oregon for Tillamook County, located in Tillamook, Oregon.
24. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.

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25. Entire Agreement. THIS AGREEMENT (INCLUDING EXHIBIT A) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OR TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

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

Tillamook County Transportation District (TCTD)

Columbia Pacific EDD (CONTRACTOR)

By _____

Mike Reed, Interim General Manager
3600 Third St. Suite A
Tillamook, OR 97141

By _____

Ayreann Colombo, Executive Director
PO Box 1535
St Helens, OR 97051

Taxpayer ID: 93-1178553

Date: _____

Date: _____

EXHIBIT A
Scope of Work

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

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

**SOLE SOURCE DETERMINATION AND WRITTEN FINDINGS
NWOTA ADMINISTRATION**

(Personal Services)

To: TCTD Board

From: Interim General Manager

Date: August 18th, 2022

RE: **Sole Source Determination and Written Findings for NWOTA Administration.**

Tillamook County Transportation District (TCTD), acting as the fiscal agent for NWOTA, needs to retain a local administrator who can provide necessary administrative services to NWOTA, including managing NWOTA board meetings, administrative matters and public communications, manage NWOTA professional services and grant contracts, manage NWOTA strategic planning, and assist NWOTA in developing and writing new grant applications and funding proposals. The purpose of this Sole Source Determination and Written Findings is to support the sole source acquisition of the preceding services from Columbia Pacific Economic Development District (Col-Pac).

DETERMINATION AND FINDINGS

Per ORS 279B.075, an agency must conduct market research and formally document its findings, including justification for the Sole Source procurement, in a written determination that includes the following specific information:

1. Project Name and Subject of the Contract. Provide necessary administrative services to NWOTA, including managing NWOTA board meetings, administrative matters and public communications, manage NWOTA professional services and grant contracts, manage NWOTA strategic planning, and assist in developing and writing new grant applications and funding proposals.
2. Estimated Total Value of Contract. Not to Exceed \$75,000 for a 3 year period, \$85/hour plus reimbursement of expenses at cost.
3. Background, Including Identification of Prospective Supplier. NWOTA is a coordinated regional transit system that includes five individual transit agencies in NW Oregon:

Columbia County Rider
Sunset Empire Transportation District
Tillamook County Transportation District
Benton County Transit
Lincoln County Transit

The transit system provides seamless travel between the Willamette Valley and Oregon Coast from Astoria to Yachats. The NW Connector makes transit an easy to use alternative for auto travelers, including bicyclists going to the coast to cycle. The NW Connector's network of stops allows riders to plan multiple stops and trip destinations. Riders can buy NW Connector Visitor Passes at discounted fares for three- and seven-day trips. Management of the NW Connector is by a partnership of the five districts, which meets monthly to coordinate routes, schedules, operations and system updates. The partnership aims to:

- Improve transit connections between northwestern Oregon communities,
- Brand and market the NW Connector transit service in all five counties,
- Build community partnerships to increase transit ridership while promoting regional business and economic development opportunities ,and
- Implement sustainable funding strategies for continued transit system development.

TCTD acts as the fiscal agent for NWOTA.

The Columbia-Pacific Economic Development District, also known as Col-Pac, is a private non-profit organization established to assist in diversifying and strengthening the economy and livability of Northwest Oregon. The District covers all of Clatsop, Columbia, and Tillamook counties and the western part of Washington County. Governed by a 24-member volunteer Board of Directors, Col-Pac convenes local public and private leaders including representatives from county commissions, cities, ports, local business and business organizations and workforce development and community colleges. Col-Pac also has a seven member Loan Administration Board that oversees the District's Revolving Loan Fund. Certified by the U.S. Economic Development Administration (EDA) as a designated Economic Development District, Col-Pac offers a range of economic and community development services, technical assistance and financing in carrying out its mission. Col-Pac provides technical assistance to new and existing local economic development committees/councils on regional and other related economic development issues, assists with the development of leadership skills within the region, and provides a limited amount of financial support for project development and management to local entities.

TCTD has searched for other local firms that can provide the administrative services required by NWOTA. TCTD was not able to locate any other local source of the required specialized services.

NWOTA has previously contracted with Col-Pac to provided NWOTA with the required administrative services. By acting in that capacity for many years, Col-Pac has developed a unique understanding of how NWOTA functions, it strategic plan, its contractors and its funding needs. This institutional knowledge would be lost if Col-Pac was replaced and would costs NWOTA additional costs in time and funds to get another organization caught up to the knowledge currently possessed by Col-Pac. Because Col-Pac is a nonprofit, NWOTA has been able to get its required administrative services at a very reasonable rate and at a lower costs than would be reasonable expected. NWOTA is fortunate that there is a local nonprofit proficient in these unique administrative services available at such a reasonable rate.

In summary, TCTD, acting as fiscal agent, wishes to continue to purchase from Col-Pac the necessary administrative services needed by NWOTA, including managing NWOTA board meetings, administrative matters and public communications, manage NWOTA professional services and grant contracts, manage NWOTA strategic planning, and assist in developing and writing new grant applications and funding proposals. NWOTA is the only known local supplier of such services and possesses valuable institutional knowledge of the services needed by NWOTA.

4. Brief Description of the Contract or Contracts, Including Current and Contemplated Future Purchases of Product or Service. TCTD proposes to enter into a Professional Services Agreement with Col-Pac that is substantially similar to prior contracts between the parties. A draft proposed contract is attached.
5. Reasons the Agency is Seeking a Sole Source Procurement Method. TCTD was unable to find any other local supplier of the necessary services.
6. Findings that Include Factual Information Supporting the Determination. TCTD has searched for other local firms that can provide the specialized administrative services required by NWOTA. TCTD was not able to locate any other source of the required specialized services. Col-Pac has consistently demonstrated to TCTD that it possesses the necessary specialized knowledge to properly administer NWOTA. Acquiring the services are necessary for NWOTA to continue its goals and strategic plan.
7. Results of Market Research. TCTD was unable to find any other local supplier of the necessary services.

RECOMMENDATION

Based upon the above findings, I recommend that the Board approve a Sole Source Procurement to continue to purchase from Col-Pac the necessary administrative services needed by NWOTA, including managing NWOTA board meetings, administrative matters and public communications, manage NWOTA professional services and grant contracts, manage NWOTA strategic planning, and assist in developing and writing new grant applications and funding proposals. NWOTA is fortunate that there is a single local nonprofit proficient in these unique administrative services available at such a reasonable rate.

PUBLIC NOTICE NOT REQUIRED

Pursuant to OAR 137-047-0275 (2), no public notice is required because if, but for the TCTD's determination that it may enter into a contract as a sole-source, TCTD would not be required to select a contractor using source selection methods set forth in either ORS 279B.055 or 279B.060 due to the proposed amount of the contract.

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

**In the Matter of Adopting)
a Revised Operations)
Coordinator Compensation)
Plan for the District)**

RESOLUTION NO. 22-23

WHEREAS, the Board of Directors for the Tillamook County Transportation District has the budget authority to set wages and salaries for the District; and

WHEREAS, the District adopted Resolution No. 19-35 on October 24, 2019, establishing a new administrative employee staffing plan, creating new positions, and reclassifying several existing positions; and

WHEREAS, the District further adopted Resolution No. 19-36 to establish wages and salaries effective January 1, 2020 for each new position created by Resolution No. 19-35; and

WHEREAS, it is necessary to adjust the wages and salary ranges for the Operations Coordinator position; and

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

1. Effective July 1, 2022, the Board establishes the following compensation schedule for the Operations Coordinator position:

Position	Salary/Wage Range
Operations Coordinator	\$21.14 to \$32.81

2. The General Manager of the District shall take all steps necessary to implement this Resolution.

INTRODUCED AND ADOPTED this 18th day of August 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Mike Reed, Interim General Manager