

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



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



Thursday, June 15th, 2023 at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District

LB-20 General Fund: Resources

RESOURCES		
1	Working Capital	\$ 1,023,275
2	Fares	\$ 235,000
3	Contract Revenue	\$ 936,327
4	Past years Property Tax	\$ 25,000
5	State Timber Revenue	\$ 368,245
6	Mass Transit State Payroll Tax	\$ 93,500
7	Capital Grants	\$ 1,385,235
8	Grants FTA 5311	\$ 1,825,255
9	Grants - FTA 5311 COVID	\$ -
10	Grants - FTA 5311 (f)	\$ 847,481
11	Grants - 5310	\$ 169,575
12	Grants - 5305/3504	\$ 28,566
13	Special Bus Operation (SBO)	\$ 1,058
14	Miscellaneous Income	\$ 88,401
15	Sale of Assets - Income	\$ 3,000
16	Interest Income	\$ 25,000
18	Transferred from STF Fund	
19	Transfer from NWOTA	\$ 3,000
20	Transfer from STIF	\$ 769,284
21		
22	Current Year Property Tax	\$ 1,166,163
23		
24	Total Resources	\$ 8,993,365

Cash on hand held in LGIP Reserve earning interest
 Bus, Dial-A-Ride and Third Party Fares
 NWRides 464K, LCT 28K, TBCC 1650, Ride Connection 5k, Tribes GR 320K, Tribes Siletz 90k, Pacific City Shuttle 25k
 This source of funding is typically based upon the past 4-year's performance, which is approx. 7%.
 County Treasurer estimates \$409,162.00 State Timber Revenue; TCTD budgets more conservatively (reduced by 10%)
 State pays in lieu of Payroll Tax on State Payrolls and is adjusted to recent year-over-year amounts received
 Grant 34225 246k 1 bus & 1 van. Grant 34242 188k for 1 bus. Grants 35116 & 35117 352k 2 buses. Grant 35325 296k 1 bus & 2 vans. Grant 35193 83k shop lift
 NWOTA shelters grant 35084 \$595k and Rural Formula
 Operations Grants for both Salem and Portland
 Grant 35193 Admin and TVC renovation project, ship lift. PM for Marie Mills and TCTD
 Grant 35137 Coordinated Human Services Transportation Plan update
 Transit services other than fixed route or dial-a-ride
 SDIS Longevity credit, Rebates, Sunset Ecolane and 75K TLT Grant (TC reno)
 Sale of TCTD vehicles or other assets
 LGIP interest rate is variable and estimated to be approximately
 STF Grant Revenue
 NWOTA administration as Fiscal Agent
 STIF Grant Revenue
 Per County Tax Assessor - computed based on 3% growth and 5% tax nonpayment

Tillamook County Transportation District

LB-30A TCTD Administration - General Fund

PERSONNEL SERVICES			
1	Payroll Administration	\$ 329,076	General Manager, Finance Supervisor, Office Assistant, Admin Assistant, CSR for TC
2	Payroll Expense	\$ 54,241	Employer Taxes
3	Payroll Healthcare	\$ 63,444	Employee healthcare
4	Payroll Retirement	\$ 20,000	Employer paid retirement
5	Payroll Veba	\$ 4,500	Employer paid Veba contribution
6	Worker's Compensation Insurance	\$ 500	Workers Comp
7		\$ 471,761	Total Personnel Services
MATERIALS and SERVICES			
8	Professional Services	\$ 107,000	ADP payroll, legal, consulting, accounting, auditors
9	Planning	\$ 28,566	Balance Forward Coordinated Human Services Transportation Plan update
10	Dues & Subscriptions	\$ 10,740	OTA, CTAA, SDAO, Chamber(s) of Commerce, NTL, APTA
11	Office Equipment R&R	\$ 3,700	Copier/Scanner/Fax Machine Lease
12	Computer R&R	\$ 16,275	Maintenance of server and computers
13	Fees & Licenses	\$ 10,473	Annual software maintenance and licensing and fees
14	Insurance	\$ 49,883	Agency liability insurance
15	Office Expenses	\$ 10,250	Office supplies, water cooler, kitchen supplies
16	Board Expenses	\$ 17,845	Board expenses: stipends, meeting supplies, meeting notices, trainings
17	Operational Expenses	\$ 12,838	Employee recognition, holiday banquet, kitchen supplies, staff/committee meals/meetings
18	Marketing & Planning	\$ 83,685	Advertising, job postings, design services, web site updates, county fair, tickets, vouchers, route guides, public outreach
19	Telephone	\$ 10,000	Phone/internet service, conference phone fees, internet and mobile devices
20	Travel & Training	\$ 12,000	Admin training, travel, mileage, parking, meals, conferences
21	Postage	\$ 1,268	Postage
22	Member Mileage Reimbursement	\$ -	Veterans Grant
23	Transit Center Lease	\$ -	Own building, this will sunset
24	Transit Center Maintenance	\$ 20,348	Transit Center maintenance and lawn care (garbage, water, sewer, lawn)
25	Property Maint & Repair	\$ -	Moved to Property Management Enterprise Fund
26		\$ 394,871	Total Materials & Services
27	Total Administrative	\$ 866,632	Total Administration Requirements

REQUIREMENTS SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM

FORM
LB-30A

TCTD Administration - General Fund
Fund 01 Department 001

	Historical Data				Adopted Budget This Year 2022-2023	GL ACCT #	REQUIREMENTS DESCRIPTION	Tillamook County Transportation District			
	Actual		Budget for 2023-2024					Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
	Second Preceding 2020-2021	First Preceding 2021-2022	2020-2021	2021-2022							
							PERSONNEL SERVICES				
1	198,342	257,101	330,000	5010		346,396	Payroll: Administration	329,076		1	
2	44,366	48,527	65,000	5050		54,241	Payroll Expense	54,241		2	
3	33,598	51,905	63,000	5051		63,444	Payroll Healthcare	63,444		3	
4	13,530	23,079	22,500	5052		20,000	Payroll Retirement	20,000		4	
5	3,234	3,976	6,000	5053		4,500	Payroll Vebs	4,500		5	
6	200	200	500	5055		500	Worker's Compensation Insurance	500		6	
7	\$ 293,269	\$ 384,788	\$ 487,000			\$ 489,081	TOTAL PERSONNEL SERVICES	\$ 471,761	\$ -	7	
	3	3.5	3.5			4.5	Total Full-Time Equivalent (FTE)	4.25			
							MATERIALS AND SERVICES				
8	145,942	179,799	100,000	5100		107,000	Professional Services	107,000		8	
9	43,840	26,082		5103		28,566	Planning	28,566		9	
10	8,088	7,463	12,000	5120		10,740	Dues & Subscription	10,740		10	
11	2,714	2,523	4,000	5140		3,700	Office Equipment R & R	3,700		11	
12	20,064	34,243	40,000	5145		16,275	Computer R & M	16,275		12	
13	6,903	2,985	10,000	5150		10,473	Fees & License	10,473		13	
14	38,598	40,000	55,000	5160		49,883	Insurance	49,883		14	
15	15,572	19,356	15,000	5170		10,250	Office Expenses	10,250		15	
16	17,984	10,084	13,000	5175		17,845	Board Expenses	17,845		16	
17	9,232	12,499	20,000	5180		12,838	Operational Expenses	12,838		17	
18	28,142	20,063	70,000	5190		83,685	Marketing & Planning	83,685		18	
19	16,805	10,838	15,000	5210		10,000	Telephone Expense	10,000		19	
20	2,767	9,667	12,000	5220		12,000	Travel & Training	12,000		20	
21	2,128	2,099	2,000	5260		1,268	Postage	1,268		21	
22	9,129	5,000		5266		-	Member Mileage Reimbursement - Vets	-		22	
23	8,400	1,400		5280		-	Transit Center Lease	-		23	
24	17,995	18,262	25,000	5285		20,348	Transit Center Maint.	20,348		24	
25	123,383			5340			Property Maint. & Repair			25	
26	\$ 517,687	\$ 402,363	\$ 393,000			\$ 394,871	TOTAL MATERIALS AND SERVICES	\$ 394,871	\$ -	26	
27	\$ 810,956	\$ 787,151	\$ 880,000			\$ 883,952	TOTAL REQUIREMENTS	\$ 866,632	\$ -	27	

Tillamook County Transportation District

LB-30A TCTD Operations - General Fund

	PERSONNEL SERVICES		
1	Payroll Administration	\$ 163,400	Operations Superintendent and Coordinator
2	Payroll Dispatch	\$ 164,350	3.0 FTE Dispatchers
3	Payroll Drivers	\$ 1,306,040	Budget for 18 FT, 14 PT, and Extra Board drivers. Adding 5 Extra Board drivers
4	Payroll Expense	\$ 108,666	Employer taxes
5	Payroll Healthcare	\$ 409,176	Employee healthcare
6	Payroll Retirement	\$ 62,033	Employer paid retirement
7	Payroll Veba	\$ 32,000	Employer paid Veba contributions
8	Worker's Compensation Insurance	\$ 30,000	Workers Comp
9		\$ 2,275,665	Total Personnel Services
	MATERIALS and SERVICES		
10	Professional Services	\$ 17,500	Ecolane Support and training. Legal service for CBA
11	Computer R & M	\$ 6,645	Computer Repair & Maintenance
12	Fees & Licenses	\$ 10,000	Swiftly App annual license & maintenance fees. Ecolane annual license fees, Samsara 5G Safety equipment, driver training equipment, uniforms, shop mats, employee physicals/background checks, employee appreciation program
13	Operational Expenses	\$ 24,500	
14	Drug & Alcohol Administration	\$ 1,500	Drug & alcohol testing and administration for safety-sensitive personnel
15	Telephone Expense	\$ 5,573	Radio internet service, tablet data plan, mobile devices
16	Office Lease	\$ 12,900	Office lease for Salem 70X
17	Travel & Training	\$ 5,000	Conferences, workshops, training events.
18	Management Labor Recreation Fund	\$ 3,985	TCTD & ATU Labor and Management Fund
19			
20		\$ 87,603	Total Materials & Services
21		\$ 2,363,268	Total Operations Requirements

REQUIREMENTS SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM
 TCTD Operations - General Fund
 Fund 01, Department 002

FORM LB-30A

	Historical Data			Adopted Budget This Year 2022-2023	GL ACCT #	REQUIREMENTS DESCRIPTION	Tillamook County Transportation District		
	Actual		Budget for 2023-2024				Budget for 2023-2024		
	First Preceding 2020-2021	First Preceding 2021-2022					Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
						PERSONNEL SERVICES			
1	125,688	134,591	160,000	5010	Payroll Admin:Operations Superintendent & Coordinator		172,000	163,400	1
2	101,193	98,647	175,000	5020	Payroll Dispatch		173,000	164,350	2
3	998,333	1,012,954	1,650,000	5030	Payroll Drivers		1,374,779	1,306,040	3
4	88,870	91,863	120,000	5050	Payroll Expense		108,666	108,666	4
5	317,418	317,140	400,000	5051	Payroll Healthcare		409,176	409,176	5
6	51,492	48,617	70,000	5052	Payroll Retirement		62,033	62,033	6
7	30,406	26,507	35,000	5053	Payroll Veba		32,000	32,000	7
8	38,436	28,284	45,000	5055	Worker's Compensation Insurance		30,000	30,000	8
9	\$ 1,751,837	\$ 1,758,603	\$ 2,655,000		TOTAL PERSONNEL SERVICES		\$ 2,361,654	\$ 2,275,665	9
	26.7	28.5	29.5		Total Full-Time Equivalent (FTE)		34.5	34.5	
						MATERIALS AND SERVICES			
10	3,600	-		5100	Professional Services		17,500	17,500	10
11	5,418	6,857	7,500	5145	Computer R & M		6,645	6,645	11
12	14,660	14,040	15,000	5150	Fees & License		10,000	10,000	12
13	31,388	45,708	50,000	5180	Operational Expenses		24,500	24,500	13
14	1,475	2,240	2,500	5185	Drug & Alcohol Administration		1,500	1,500	14
15	649	5,315	7,000	5210	Telephone Expense		5,573	5,573	15
16				5281	Office Lease		12,900	12,900	16
17	5,807	3,977	30,000	5220	Travel & Training		5,000	5,000	17
18		3,500	3,308	5270	Management / Labor Recreation Fund		3,985	3,985	18
19									19
20	\$ 62,997	\$ 81,637	\$ 115,308		TOTAL MATERIALS AND SERVICES		\$ 87,603	\$ 87,603	20
21	\$ 1,814,834	\$ 1,840,240	\$ 2,770,308		TOTAL REQUIREMENTS		\$ 2,449,257	\$ 2,363,268	21

Tillamook County Transportation District

LB-30A TCTD Maintenance - General Fund

	PERSONNEL SERVICES		
1	Payroll Maintenance	\$ 163,875	2 FTE Mechanic & 1 FT Lot Attendant
2	Payroll Expense	\$ 9,600	Employer taxes
3	Payroll Healthcare	\$ 72,000	Employee healthcare
4	Payroll Retirement	\$ 7,500	Employer paid retirement
5	Payroll Veba	\$ 5,800	Employer paid Veba contributions
6	Worker's Compensation Insurance	\$ 1,500	Workers Comp
7		\$ 260,275	Total Personnel Services
	MATERIALS and SERVICES		
9	Computer R & M	\$ 1,607	Shop computers, laptops, printer and network equipment
10	Fees & Licenses	\$ 2,000	Software maintenance & license fees
11	Insurance	\$ 95,059	Fleet: buses, vans and shop truck insurance
12	Operational Expenses	\$ 6,500	Uniforms, towels, tools, bus wash supplies
13	Telephone Expenses	\$ 600	Mobile service for shop truck
14	Travel & Training	\$ 5,000	Training, travel, mileage, parking, meals, conferences, certifications
15	Vehicle Expense	\$ 150,000	Maintenance on TCTD fleet
16	Diesel & Gasoline Fuel Expense	\$ 376,200	Fuel for TCTD fleet
17	Propane Fuel Expense	\$ 30,000	Propane for TCTD fleet
18	Operations & Facility Maintenance	\$ 4,200	Electricity and maintenance for all shelters, bus barns, bus maintenance facility
19		\$ 671,166	Total Materials & Services
21		\$ 931,441	Total Maintenance Requirements

REQUIREMENTS SUMMARY
BY FUND, ORGANIZATIONAL UNIT OR PROGRAM
 TC TD Maintenance - General Fund
 Fund 01 Department 003

FORM LB-30A

	Historical Data			Adopted Budget This Year 2022-2023	GL ACCT #	REQUIREMENTS DESCRIPTION	Tillamook County Transportation District Budget for 2023-2024			
	Actual	First Preceding 2021-2022	Second Preceding 2020-2021				Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
1	69,867	71,514	154,000	5040	PERSONNEL SERVICES	Payroll: Maintenance: Service Tech/Lot Attendant	172,500	163,875	1	
2	5,237	5,044	10,000	5050	Payroll Expense	9,600	9,600	2		
3	16,806	32,265	75,000	5051	Payroll Healthcare	72,000	72,000	3		
4	3,788	3,076	5,000	5052	Payroll Retirement	7,500	7,500	4		
5	5,499	2,916	7,500	5053	Payroll Yeba	5,800	5,800	5		
6	1,177	1,183	1,500	5055	Worker's Compensation Insurance	1,500	1,500	6		
7	\$ 102,376	\$ 115,998	\$ 253,000		TOTAL PERSONNEL SERVICES	\$ 268,900	\$ 260,275	\$ -		
	1.75	2	3		Total Full-Time Equivalent (FTE)	3	3	\$ -		
					MATERIALS AND SERVICES					
8	2,355	1,714	2,000	5145	Computer Repair & Maintenance	1,607	1,607	8		
9	6,363	3,412	5,000	5150	Fees & License	2,000	2,000	9		
10	61,196	96,150	100,000	5160	Insurance	95,059	95,059	10		
11	666	1,325	2,500	5180	Operational Expense	6,500	6,500	11		
12		0	500	5210	Telephone Expense	600	600	12		
13		217	5,000	5220	Travel & Training	5,000	5,000	13		
14	266,684	156,830	125,000	5240	Vehicle Expense	150,000	150,000	14		
15	219,096	362,156	400,000	5245	Diesel & Gasoline Fuel Expense	376,200	376,200	15		
16			30,000	5247	Propane Fuel Expense	30,000	30,000	16		
17	3,293	897	4,000	5346	Operations & Facility Maintenance	4,200	4,200	17		
18	\$ 559,652	\$ 622,701	\$ 674,000		TOTAL MATERIALS AND SERVICES	\$ 671,166	\$ 671,166	\$ -		
19	\$ 662,028	\$ 738,699	\$ 927,000		TOTAL REQUIREMENTS	\$ 940,066	\$ 931,441	\$ -		

Tillamook County Transportation District

LB-30B Requirements not allocated - General Fund

	MATERIALS & SERVICES		
1	Planning		Grant funded planning projects. Coordinated Plan, STIF plan.
2	General Operating Contingency		Contingency
3	COVID Expense	\$ -	Hiring & Retention. General Operations. This fund expires 6/30/2023
4		\$ -	Total Materials and Services
5			
	DEBT SERVICES		
5	OTIB Transit Center Loan	\$ -	Transit Center Loan Payments (0061 & 0071)
6		\$ -	Total Debt Services
	CAPITAL OUTLAY		
7	Bus Replacement	\$ 638,649	4 Buses
8	Van Replacement	\$ 179,460	3 Van
9	Computer Upgrade		Computers and related equipment
10	Fuel Cell Triangulation Point		Purchase new battery fuel cell for Triangulation Point radio tower.
11	Bus Stop Signage & Shelters	\$ 1,368,976	NWOTA Partner Bus Stop Improvement Project
12	Other Capital Projects	\$ 148,548	TVC renovation project. Dispatch area upgrade. Purchase new shop lift.
13		\$ 2,335,633	Total Capital Outlay
	TRANSFERS		
14	Transfer to Capital Reserve	\$ 156,913	Transfer to Reserves from STIF
15	Transfer to Property Management Fund		Transfer to cover expenditures in PM Fund
16	Transfer to Vehicle Purchase Reserve Fund	\$ 3,000	Current year budgeted sale of assets transferred to vehicle reserve
17	Transfer to NWOTA Fund	\$ 1,208,976	TCTD NWOTA partner contribution, 618035 grant revenue for shelters project
18		\$ 1,368,889	Total Transfers
19	Total Requirements Not Allocated to a Department	\$ 4,292,763	Capital Outlay, Transfers, Operating Contingency
20	Total Admin, Ops, Maint Depts	\$ 4,161,341	Department Totals
			To fund expenditures from July to November that may exceed income streams and cash on hand until property tax payments arrive. 10% of department totals plus 5% contingency
21	Unappropriated Ending Fund Balance	\$ 539,261	
22		\$ 8,993,365	Total Requirements

REQUIREMENTS SUMMARY
Requirements not allocated - General Fund
Fund 01 Department 000

FORM LB-30B

	Historical Data				REQUIREMENTS DESCRIPTION	Tillamook County Transportation District			Adopted By Governing Body
	Actual		Adopted Budget			Budget for 2023-2024			
	Second Preceding 2020-2021	First Preceding 2021-2022	This Year 2022-2023	GL ACCT #		Budget Officer	Budget Committee	Budget Committee	
					MATERIALS and SERVICES				
1			\$ 100,000	5103	Planning	-	-	-	1
2		300,000		5290	General Operating Contingency	-	-	-	2
3		288,279	690,000	5291	COVID Expense	-	-	-	3
4	\$ -	\$ 588,279	\$ 790,000		TOTAL MATERIAL and SERVICES	\$ -	\$ -	\$ -	4
5		36.5			Total Full-Time Equivalent (FTE)	42.0	42.0	42.0	5
					DEBT SERVICES NOT ALLOCATED				
5		4,800	6,500	5337	OTIB Transit Center Loan 0071	-	-	-	5
6	\$ -	\$ 4,800	\$ 6,500		TOTAL DEBT SERVICES	\$ -	\$ -	\$ -	6
					CAPITAL OUTLAY NOT ALLOCATED				
7	387,093	940,000	850,000	6000	Bus Replacement/Addition	638,649	638,649	638,649	7
8	75,226	390,000	95,000	6070	Van Replacement/Addition	179,460	179,460	179,460	8
9	97	5,000	10,000	6020	Computer Upgrade	-	-	-	9
10		6,000	6,000	6021	Fuel Cell Triangulation Point	-	-	-	10
11	8,376	200,000	125,000	6040	Bus Stop Signage & Shelters	1,368,976	1,368,976	1,368,976	11
12	282,788	735,099	307,292	6050	Other Capital Projects	148,548	148,548	148,548	12
13	\$ 753,581	\$ 2,276,099	\$ 1,393,292		TOTAL CAPITAL OUTLAY	\$ 2,335,633	\$ 2,335,633	\$ 2,335,633	13
					INTERFUND TRANSFERS				
14		400,000		9100	Transfer to Capital Reserve from STIF	156,913	156,913	156,913	14
15	135,050	75,000	29,000	9110	Transfer to Property Management				15
16		6,500	6,500	9150	Transfer to Vehicle Reserve	3,000	3,000	3,000	16
17	12,000	166,129	667,923	9160	Transfer to NWOTA	1,208,976	1,208,976	1,208,976	17
18	\$ 147,050	\$ 647,629	\$ 703,423		TOTAL TRANSFERS	\$ 1,368,889	\$ 1,368,889	\$ 1,368,889	18
19	900,631	3,350,087	2,896,715		Total Requirements Not Allocated to a Department	4,292,763	4,292,763	4,292,763	19
20	3,287,818	4,204,128	4,577,308		Total Admin, Ops and Maint. departments (LB-30A)	4,273,275	4,161,341	4,161,341	20
					Unappropriated Ending Fund Balance				
21	\$ 1,659,928	\$ 675,093	\$ 475,835	9180	Unappropriated Ending Fund Balance	427,327	539,261	539,261	21
22	\$ 5,848,377	\$ 8,229,308	\$ 7,949,858		TOTAL REQUIREMENTS	\$ 8,993,365	\$ 8,993,365	\$ 8,993,365	22

Tillamook County Transportation District

LB-11 Property Management - Enterprise fund

RESOURCES			
1	Working Capital	\$ 45,000	Available networking capital, 75K will be transferred from general fund
2	Misc. Income		
3	OTIB - Loan Proceeds		
4	PUD - Loan Proceeds		
5	Lease Income	\$ 36,000	Rental income from Suites B and C
6	Lease Operational Expense Income	\$ 15,000	Operating expense income from Suites B and C
7	Transferred from General Fund	\$ 13,911	Transfer from General Fund
8	Total Resources	\$ 109,911	Total Property Management Resources
MATERIALS & SERVICES			
9	Professional Services	\$ 2,000	Legal, consulting & lease renewals
10	Property Operating Expenses	\$ 28,600	Office utility bills including: electricity, water, sewer, etc.
11	Flex Lease: Fees		
12	Property Maintenance/Repair	\$ 35,192	TCTD 3rd St. Office Maintenance, Lawn Maintenance
13		\$ 65,792	Total Materials & Services
DEBT SERVICE			
14	Flex Lease - Principal	\$ -	
15	Flex Lease - Interest	\$ -	
16	PUD -Loan Expense	\$ 6,850	PUD loan payments for lighting project assessed on monthly billing
17	OTIB Debt Service (Facility Repair)	\$ 26,310	Facility Repair Loan OTIB #0061 2017-2033
	OTIB Debt Service (TVC Purchase)	\$ 10,959	Facility Repair Loan OTIB #0071 2021-2032
18		\$ 44,119	Total Debt Service
CAPITAL OUTLAY			
19	Building Repair & Renovation		Facility Repair, Gutters & Downspouts
20	Admin. Expenses - Renovation	\$ -	
21		\$ -	Total Capital Outlay
22	Reserve for Future Expenditures		Future expenditures
23	Unappropriated Ending Fund Balance		
24		\$ 109,911	Total Requirements

**PROPERTY MANAGEMENT FUND
RESOURCES AND REQUIREMENTS**

Enterprise Fund

Fund 02, Department 000

**FORM
LB-11**

This reserve fund reviewed and reauthorized by Resolution #22-06
New Review Date of 2032.

	Historical Data			GL ACCT #	Description Resources and Requirements	Tillamook County Transportation District Budget for 2023-2024			
	Actual Second Preceding 2020-2021	Actual First Preceding 2021-2022	Adopted Budget This 2022-2023			Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
1	47,740	30,000	45,000	3500	Working Capital	45,000	45,000		1
2				4400	Misc. Income - PUD Project rebates				2
3				4515	OTIB - Loan Proceeds				3
4				4516	PUD - Loan Proceeds				4
5	20,300	22,400	24,000	4900	Lease Income	36,000	36,000		5
6	10,371	13,448	15,000	4910	Lease Operational Expense Income	15,000	15,000		6
7	135,050	75,000	29,000	4911	Transferred from General Fund	13,911	13,911		7
8	\$ 213,461	\$ 140,848	\$ 113,000		TOTAL RESOURCES	\$ 109,911	\$ 109,911		8
					MATERIALS & SERVICES				
9		7,500		5100	Professional Services	2,000	2,000		9
10	22,784	21,483	26,000	5300	Property Operating Expenses	28,600	28,600		10
11		-		5330	Flex Lease - Fees				11
12	31,839	34,793	30,000	5340	Property Maintenance/Repair Expenses	35,192	35,192		12
13	\$ 54,623	\$ 63,776	\$ 56,000		TOTAL MATERIALS & SERVICES	\$ 65,792	\$ 65,792		13
					DEBT SERVICE				
14	55,110	-	-	5310	Flex Lease - Principal	-	-		14
15	6,050	-	-	5320	Flex Lease - Interest	-	-		15
16	7,231	9,897		5325	PUD Loan Expense	6,850	6,850		16
17				5337	OTIB Debt Service loan 0071	10,959	10,959		17
18	23,286	26,810	32,000	5338	OTIB Debt Service loan 0061	26,310	26,310		18
19	\$ 91,677	\$ 36,707	\$ 32,000		TOTAL DEBT SERVICE	\$ 44,119	\$ 44,119		19
					CAPITAL OUTLAY				
20	29,659	5,736	25,000	5350	Building Repair & Renovation	-	-		20
21				5351	Admin. Expenses - Renovation				21
22	\$ 29,659	\$ 5,736	\$ 25,000		TOTAL CAPITAL OUTLAY	\$ -	\$ -		22
23		-		9175	Reserve for Future Expenditures				23
24	37,501	13,000	-	9180	Unappropriated Ending Fund Balance				24
25	\$ 213,461	\$ 119,219	\$ 113,000		TOTAL REQUIREMENTS	\$ 109,911	\$ 109,911		25

Tillamook County Transportation District

LB-11 Capital Reserve Fund

	RESOURCES		
1	Working Capital	\$ 857,000	The unappropriated ending fund balance from last year.
2	Transferred from General Fund		
3	Interest Income	\$ 25,000	
4	Transferred from Vehicle Purchase Reserve	\$ -	
5			
6		\$ 882,000	Total Resources
	REQUIREMENTS		
7	Transfer to Property Management Fund	\$ -	
8	Transfer to General Fund	\$ -	
9	Reserved for Future Expenditures	\$ 882,000	Reserved to purchase future buses and capital equipment
10		\$ 882,000	Total Requirements

RESOURCES AND REQUIREMENTS
CAPITAL RESERVE FUND
Fund 04, Department 000

FORM
LB-11

This reserve fund reviewed and reauthorized by Resolution #14-10 Review in Year 2024.

	Historical Data				GL ACCT #	Description	Tillamook County Transportation District		
	Actual Second Preceding 2020-2021	Actual First Preceding 2021-2022	Adopted Budget This 2022-2023	Budget for 2023-2024					
				Proposed By Budget Officer			Approved By Budget Committee	Adopted By Governing Body	
1	530,965	636,835	945,000	3500	Working Capital	857,000	857,000	1	
2	-	400,000		4911	Transferred from General Fund			2	
3	6,549	13,480	5,000	4510	Interest Income	25,000	25,000	3	
4		-		4915	Transferred from vehicle purchase reserve			4	
5								5	
6	\$ 537,514	\$ 1,050,315	\$ 950,000		TOTAL RESOURCES	\$ 882,000	\$ 882,000	6	
					REQUIREMENTS				
7				9110	Transfer to Property Management Fund			7	
8				9130	Transfer to General Fund			8	
9	537,514	1,051,835	950,000	9175	Reserved For Future Expenditures	882,000	882,000	9	
10	\$ 537,514	\$ 1,051,835	\$ 950,000		TOTAL REQUIREMENTS	\$ 882,000	\$ 882,000	10	

Tillamook County Transportation District

LB-11 Vehicle Purchase Reserve

RESOURCES			
1	Working Capital	\$	34,225
2	Transferred from General Fund	\$	3,000
3			
4		\$	37,225
REQUIREMENTS			
5	Transfer to General Fund	\$	-
6	Transfer to Capital Reserve	\$	-
7	Reserved for Future Expenditures	\$	37,225
8		\$	37,225

This money is in the LGIP earning interest

Gain on Sale of Assets set aside for future vehicle purchases.

Total Resources

Match used for Future Vehicle Purchases.

Total Requirements

RESOURCES AND REQUIREMENTS
VEHICLE PURCHASE RESERVE
Fund 05, Department 000

This reserve fund reviewed and reauthorized by Resolution #22-05 Review in Year 2032.

FORM LB-11

		Historical Data			GL ACCT #	Description	Tillamook County Transportation District			
Actual Second Preceding 2020-2021	Actual First Preceding 2021-2022	Adopted Budget This 2022-2023		Budget for 2023-2024			Adopted By			
					Proposed By Budget Officer	Approved By Budget Committee	Governing Body			
1	21,835	-	21,835	3500	34,225	34,225		1		
2	-	6,500	10,000	4911	3,000	3,000		2		
3								3		
4	\$ 21,835	\$ 6,500	\$ 31,835		\$ 37,225	\$ 37,225	\$	4		
					REQUIREMENTS					
5		-		9100				5		
6			-	9130				6		
7	21,835	20,000	31,835	9175	37,225	37,225		7		
8	\$ 21,835	\$ 20,000	\$ 31,835		\$ 37,225	\$ 37,225	\$	8		

Tillamook County Transportation District

LB-11 Bus Wash Maintenance Reserve

RESOURCES			
1	Working Capital	\$ 23,140	This money is in the LGIP earning interest
2	Transferred from General Fund	\$ -	
3	Transferred from Capital Reserve	\$ -	
4			
5		\$ 23,140	Total Resources
REQUIREMENTS			
6	Transfer to General Fund	\$ -	
7	Reserve for Future Expenditures	\$ 23,140	To be used towards bus wash maintenance and repair
8		\$ 23,140	Total Requirements

**RESOURCES AND REQUIREMENTS
BUS WASH MAINTENANCE RESERVE**

Fund 06, Department 000

This reserve fund reviewed and
reauthorized by Resolution #12-09
Review in Year 2032.

**FORM
LB-11**

Historical Data				Tillamook County Transportation District Budget for 2023-2024			
Actual Second Preceding 2020-2021	Actual First Preceding 2021-2022	Adopted Budget This 2022-2023	GL ACCT #	Description Resources and Requirements	Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
				RESOURCES			
1	35,000	35,000	3500	Working Capital	23,140	23,140	1
2	-	-	4911	Transferred from General Fund			2
3	-		4914	Transferred from Capital Reserve			3
4							4
5	\$ 35,000	\$ 35,000		TOTAL RESOURCES	\$ 23,140	\$ 23,140	\$ -
				REQUIREMENTS			
6	-	-	9130	Transfer to General Fund	-	-	6
7	35,000	35,000	9175	Reserved For Future Expenditures	23,140	23,140	7
8	\$ 35,000	\$ 35,000		TOTAL REQUIREMENTS	\$ 23,140	\$ 23,140	\$ -

Tillamook County Transportation District

LB-10 Special Transportation Fund

	RESOURCES			
1	Working Capital	\$	-	The unappropriated ending fund balance from last year.
2	Grants - STF			Revenue from Special Transportation Fund
3	Grants - STF Discretionary	\$	-	
4				
5		\$	-	Total Resources
	SPECIAL PAYMENTS			
6	Payment to STF Recipient: CARE	\$	-	
7	Payments to STF Recipient: Marie Mills			Marie Mills Center transportation program operations support
8				
9		\$	-	Total Special Payments
	TRANSFERS			
10	Transfer to General Fund			TCTD transit operations support
11	Transfer to NWOTA			
12		\$	-	Total Transfers
13	Unappropriated Ending Fund Balance			
14		\$	-	Total Requirements

SPECIAL FUND
RESOURCES AND REQUIREMENTS
 Special Transportation Fund
 Fund 07, Department 000

This Fund is merging with STIF. This Fund can sunset in the next review. Review in Year 2024.

FORM
LB-10

	Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Tillamook County Transportation District			
	Actual Second Preceding 2020-2021	Actual First Preceding 2021-2022	Adopted Budget This 2022-2023	GL ACCT #		Budget for 2023-2024			
						Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body	
					RESOURCES				
1	47,848	67,700		3500	Working Capital	-			1
2	67,700		67,700	4230	Grants - STF				2
3				4231	Grants -STF Discretionary				3
4									4
5	\$ 115,548	\$ 67,700	\$ 67,700		TOTAL RESOURCES	\$ -	\$ -	\$ -	5
					SPECIAL PAYMENTS				
6	20,916	20,916	-	5200	STF Payments to Recipients: CARE	-			6
7	-	-	17,661	5200	STF Payments to Recipients: Marie Mills				7
8									8
9	\$ 20,916	\$ 20,916	\$ 17,661		TOTAL SPECIAL PAYMENTS	\$ -	\$ -	\$ -	9
					TRANSFERS				
10	94,632	46,784	50,039	9130	Transfer to General Fund				10
11				9160	Transfer to NWOTA				11
12	\$ 94,632	\$ 46,784	\$ 50,039		TOTAL TRANSFERS	\$ -	\$ -	\$ -	12
13				9180	Unappropriated Ending Fund Balance				13
14	\$ 115,548	\$ 67,700	\$ 67,700		TOTAL REQUIREMENTS	\$ -	\$ -	\$ -	14

Tillamook County Transportation District

LB-10 Northwest Oregon Transit Alliance - Special Fund

Line	RESOURCES		
1	Working Capital	80,000	Networking capital
2	NWOTA Partner Revenue - Benton County	12,000	Administration, joint marketing, planning and signage
3	NWOTA Partner Revenue - Columbia County Rider	12,000	Administration, joint marketing, planning and signage
4	NWOTA Partner Revenue - Lincoln County Transit	73,808	Administration, joint marketing, planning and Bus stop project
5	NWOTA Partner Revenue - Sunset Empire Trans. Dist.	12,000	Administration, joint marketing, planning and Bus stop project
6	NWOTA Partner Revenue - Tillamook County Trans. Dist.	73,808	Administration, joint marketing, planning and Bus stop project
7	Miscellaneous Income	-	
8	Transfer From GF - TCTD Partner Revenue	1,208,976	TCTD Partner contribution, Bus stop project, Grant Revenue
9	Transfer from STF Fund		
10	Transfer from STIF Fund	160,000	Grant Revenue
11		\$ 1,632,592	Total Resources
	MATERIALS & SERVICES		
12	Professional Services	5,000	
13	Administrative Support	25,000	Administrative support Col-Pac
14	Website Maintenance	15,000	NWOTA website - Trillium hosting/support, Interactive maps, Google Alerts
15	Marketing	40,000	Annual marketing campaign
16	Website Re-Design	-	
17	Transit Access Project	-	
18	Travel & Training	10,000	Conferences
19		\$ 95,000	Total Materials & Services
	CAPITAL		
20	Bus Stop Signage/Shelters/Planning	1,368,976	NWOTA shelters project
21	Other Capital Projects	-	
22		\$ 1,368,976	Total Capital
	TRANSFERS		
23	Transfer to General Fund	3,000	TCTD Administration
24		\$ 3,000	Total Transfers
25	Reserve for Future Expenditures		
26	Unappropriated Ending Fund Balance	\$ 165,616	
27		\$ 1,632,592	Total Requirements

**NWOTA
SPECIAL FUND
RESOURCES AND REQUIREMENTS**

Fiscal Agent - TCTD

Fund 08, Department 000

This fund was established by
Resolution #14-13
Review in Year 2024.

**FORM
LB-10**

	Historical Data				GL ACCT #	DESCRIPTION RESOURCES AND REQUIREMENTS	Tillamook County Transportation District		
	Actual Second Preceding 2020-2021	Actual First Preceding 2021-2022	Adopted Budget This 2022-2023	Budget for 2023-2024					
				Proposed by Budget Officer			Approved By Budget Committee	Adopted By Governing Body	
						RESOURCES			
1	24,425	65,000	80,000	3500	Working Capital	80,000	80,000		1
2	42,000	12,000	12,000	4225	NWOTA Partner Revenue - Benton County	12,000	12,000		2
3		12,000	12,000	4225	NWOTA Partner Revenue - Columbia County Rider	12,000	12,000		3
4		70,308	73,808	4225	NWOTA Partner Revenue - Lincoln County Transit	73,808	73,808		4
5		68,813	72,313	4225	NWOTA Partner Revenue - Sunset Empire Trans. Dist.	-	12,000		5
6				4225	NWOTA Partner Revenue - Tillamook County Trans. Dist.	73,808	73,808		6
7				4400	Miscellaneous Income				7
8	12,000	166,129	667,923	4911	Transfer from GF-TCTD Partner contribution	1,208,976	1,208,976		8
9				4916	Transfer from STF Fund				9
10	126,794	618,035		4918	Transfer from STIF - Grant Revenue	160,000	160,000		10
11	\$ 205,219	\$ 1,012,285	\$ 918,044		TOTAL RESOURCES	\$ 1,620,592	\$ 1,632,592	\$ -	11
					MATERIALS and SERVICES				
12	227	5,250	5,000	5100	Professional Services	5,000	5,000		12
13	22,574	25,000	25,000	5101	Administrative Support	25,000	25,000		13
14	6,500	50,350	46,000	5102	Website Maintenance - Trillium	15,000	15,000		14
15	8,468	40,000	40,000	5190	Marketing	40,000	40,000		15
16	78,468	-		5191	Website Re-Design				16
17	2,488			5196	Transit Access Project				17
18	-			5220	Travel & Training	10,000	10,000		18
19	\$ 118,726	\$ 120,600	\$ 116,000		TOTAL MATERIALS and SERVICES	\$ 95,000	\$ 95,000	\$ -	19
					CAPITAL				
20		767,544	767,544	6040	Bus Stop Signage/Shelters/Planning	1,368,976	1,368,976		20
21		187,800	-	6050	Other Capital Projects				21
22	\$ -	\$ 955,344	\$ 767,544		TOTAL CAPITAL	\$ 1,368,976	\$ 1,368,976	\$ -	22
					TRANSFERS				
23	3,000	3,000	3,000	9130	Transfer to GF-TCTD Administration	3,000	3,000		23
24	\$ 3,000	\$ 3,000	\$ 3,000		TOTAL TRANSFERS	\$ 3,000	\$ 3,000	\$ -	24
25				9175	Reserve for Future Expenditures	-	-		25
26	83,493	1,400	31,500	9180	Unappropriated Ending Fund Balance	153,616	165,616		26
27	\$ 205,219	\$ 1,080,344	\$ 918,044		TOTAL REQUIREMENTS	\$ 1,620,592	\$ 1,632,592	\$ -	27

Tillamook County Transportation District
 LB-10 NW RIDES - Special fund

Line	RESOURCES		
1	Working Capital	100,000	Networking capital
2	NWR Revenue	4,487,597	Operations revenue from Care Oregon
3	NWR Reserve	325,000	296k in Capital Reserve Account
4	Grants - COVID		
5	Interest Income	800	interest from NWR Reserve
6		\$ 4,913,397	Total Resources
	PERSONNEL SERVICES		
7	Payroll: Admin	392,781	8 FTE 1 manager, 1 supervisor, 1 dispatcher, 4 csr, 1 compliance. Add 1 billing clerk
8	Payroll: Indirect	21,255	Admin support 10% wages Finance Supervisor and Office Specialist
9	Payroll Expense	35,935	Employer taxes
10	Payroll Healthcare	104,202	Employee healthcare
11	Payroll Retirement	31,562	Employer paid retirement
12	Payroll: Veba	14,805	Employer paid Veba contributions
13	Workers Comp	500	Workers Comp
14		601,040	Total Personnel Services
	MATERIALS & SERVICES		
15	Professional Services	5,000	ADP, legal, consulting, accounting, auditors, etc.
16	Office Equipment R&R	2,700	Copier/scanner/fax machine lease
17	Computer R&M	21,217	Maintenance of server and computers
18	Fees & License	53,000	Annual software license and fees/Ecolane. Gainshare due to CCO
19	Insurance	6,167	Cyber Security Policy
20	Office Expenses	5,000	Office supplies such as paper, pens, water, coffee, binders, etc.
21	Operational Expenses	1,500	Employee recognition, holiday banquet, kitchen supplies, meetings
22	Telephone Expense	19,300	Brokerage telephone and internet service
23	Travel & Training	1,500	Training, travel, mileage, parking, meals, conferences
24	Postage	500	Postage
25	Purchased Transportation	3,590,828	Payments to private and public NEMT transportation providers
26	Member Mileage Reimbursement	159,725	Member mileage reimbursement
27	Volunteer Mileage Reimburse	126,263	Volunteer mileage and travel reimbursement
28	Office Rent	4,800	Office space
29	Property Operating Expense	3,000	Brokerage portion of facility operating expenses
30		4,000,500	Total Materials and Services
	CAPITAL PURCHASES		
31	Ecolane Investment	-	Tablet Licenses for Volunteers
32	Other Capital	-	
33			Total Capital Purchases
34	Reserve for Future Expenditures	311,857	Funds in LGIP reserves
35	Unappropriated Ending Fund Balance		
36		\$ 4,913,397	Total Requirements

**NW RIDES
SPECIAL FUND
RESOURCES AND REQUIREMENTS**
Fund 09, Department 000

**FORM
LB-10**

This fund was established by
Resolution #14-13
Review in Year 2024.

Historical Data				Tillamook County Transportation District				
Actual	Actual	Adopted	GL	Budget for 2023-2024				
Second Preceding 2020-2021	First Preceding 2021-2022	Budget This 2022-2023	ACCT #	Proposed by Budget Officer	Approved By Budget Committee	Adopted By Governing Body		
				RESOURCES				
1	248,046	450,000	3500	100,000	100,000		1	
2	3,833,912	4,000,000	4026	4,487,597	4,487,597		2	
3	238,048	1,000	4027	325,000	325,000		3	
4	14,434	-	4221	-	-		4	
5	100	400	4510	800	800		5	
6	\$ 4,334,541	\$ 4,451,400		\$ 4,913,397	\$ 4,913,397		6	
		7.5		9.0	9.0			
				TOTAL RESOURCES				
				Total Full-Time Equivalent (FTE)				
				PERSONNEL SERVICES				
7	257,381	350,000	5010	392,781	392,781		7	
8	8,221	10,000	5041	21,255	21,255		8	
9	19,927	22,000	5050	35,935	35,935		9	
10	99,410	140,000	5051	104,202	104,202		10	
11	14,844	16,500	5052	31,562	31,562		11	
12	10,725	13,000	5053	14,805	14,805		12	
13	318	500	5055	500	500		13	
14	\$ 410,825	\$ 552,000		\$ 601,040	\$ 601,040		14	
				MATERIALS and SERVICES				
15	11,451	10,000	5100	5,000	5,000		15	
16	2,714	2,500	5140	2,700	2,700		16	
17	17,299	15,000	5145	21,217	21,217		17	
18	248,223	163,000	5150	53,000	53,000		18	
19	-	-	5160	6,167	6,167		19	
20	4,617	5,000	5170	5,000	5,000		20	
21	568	1,500	5180	1,500	1,500		21	
22	21,449	20,000	5210	19,300	19,300		22	
23	183	1,500	5220	1,500	1,500		23	
24	400	1,000	5260	500	500		24	
25	2,779,472	3,000,000	5265	3,590,828	3,590,828		25	
26	111,886	180,000	5266	159,725	159,725		26	
27	269,395	260,000	5267	126,263	126,263		27	
28	4,800	4,800	5281	4,800	4,800		28	
29	3,507	3,000	5300	3,000	3,000		29	
30	\$ 3,475,962	\$ 3,667,300		\$ 4,000,500	\$ 4,000,500		30	
				CAPITAL				
31	-	25,000	6022	-	-		31	
32	-	-	6050	-	-		32	
33	\$ -	\$ 25,000		\$ -	\$ -		33	
34	447,754	207,100	9175	311,857	311,857		34	
35			9180				35	
36	\$ 4,334,541	\$ 4,451,400		\$ 4,913,397	\$ 4,913,397		36	
				TOTAL REQUIREMENTS				

Tillamook County Transportation District

LB-10 Statewide Transit Improvement Fund

	RESOURCES			
1	Working Capital	\$	513,826	Beginning Balance
2	STIF Formula	\$	304,342	STIF formula grant revenue
3	STIF Intercommunity	\$	140,000	STIF Intercommunity
4	STIF Discretionary	\$	462,048	STIF Discretionary
5		\$	1,420,216	Total Resources
	SPECIAL PAYMENTS			
6	STIF Payments to Sub-Recipients: CARE	\$	7,200	CARE (20) monthly discount bus passes for low income families
7	STIF Payments to Sub-Recipients: Marie Mills	\$	17,661	Marie Mills operations & discounted bus pass programs for disabled
8	STF Payments to Sub-Recipient: Marie Mills	\$	21,192	Marie Mills STF payments for discounted bus pass program for disabled
9		\$	46,053	Total Special Payments
	TRANSFERS			
10	Transfer to General Fund	\$	769,284	TCTD transit operations support and capital local matching funds
11	Transfer to NWOTA			Transfer to NWOTA
12		\$	769,284	Total Transfers
13	Reserve for future Expenditure	\$	513,826	
14	Unappropriated Ending Fund Balance	\$	91,053	
15		\$	1,420,216	Total Requirements

**SPECIAL REVENUE FUND
RESOURCES AND REQUIREMENTS**

STIF FUND

Fund 10, Department 000

**FORM
LB-10**

This fund was established by
Resolution #18-24
Review in Year 2029.

	Historical Data				DESCRIPTION RESOURCES AND REQUIREMENTS	Tillamook County Transportation District		
	Actual Second Preceding 2020-2021	Actual First Preceding 2021-2022	Adopted Budget This 2022-2023	GL ACCT #		Budget for 2023-2024		
						Proposed By Budget Officer	Approved By Budget Committee	Adopted By Governing Body
					RESOURCES			
1	469,110	490,000	750,000	3500	Working Capital	513,826	513,826	1
2	373,296	352,308	371,262	4135	STIF Formula	304,342	304,342	2
3	258,735	-		4136	STIF Intercommunity	140,000	140,000	3
4	81,249	888,035		4137	STIF Discretionary	462,048	462,048	4
5	\$ 1,182,390	\$ 1,730,343	\$ 1,121,262		TOTAL RESOURCES	\$ 1,420,216	\$ 1,420,216	5
					Special Payments			
6	5,000	6,000	6,000	5201	STIF Payments to Recipients: CARE	44,400	7,200	6
7				5201	STIF Payments to Recipients: Marie Mills	21,192	17,661	7
8				5200	STF Payments to Sub-Recipients: Marie Mills	17,661	21,192	8
9	\$ 5,000	\$ 6,000	\$ 6,000		Total Special Payments	\$ 83,253	\$ 46,053	9
					TRANSFERS			
10	332,790	722,000	700,000	9130	Transfer to General Fund	769,284	769,284	10
11	126,794	618,035		9160	Transfer to NWOTA			11
12	\$ 459,584	\$ 1,340,035	\$ 700,000		TOTAL TRANSFERS	\$ 769,284	\$ 769,284	12
13		200,000	300,000	9175	Reserve for future Expenditure	513,826	513,826	13
14	717,806	184,308	115,262	9180	Unappropriated Ending Fund Balance	53,853	91,053	14
15	\$ 1,182,390	\$ 1,730,343	\$ 1,121,262		TOTAL REQUIREMENTS	\$ 1,420,216	\$ 1,420,216	15

Tillamook County Transportation District

Motion of the TCTD Budget Committee to approve the FY 2023-2024 Tillamook County Transportation District budget and send it to the Tillamook County Transportation District Board of Directors for a public Budget Hearing.

Motion of the TCTD Budget Committee recommending Board approval of the FY 2023-2024 budget in the amount of \$18,011,846.00

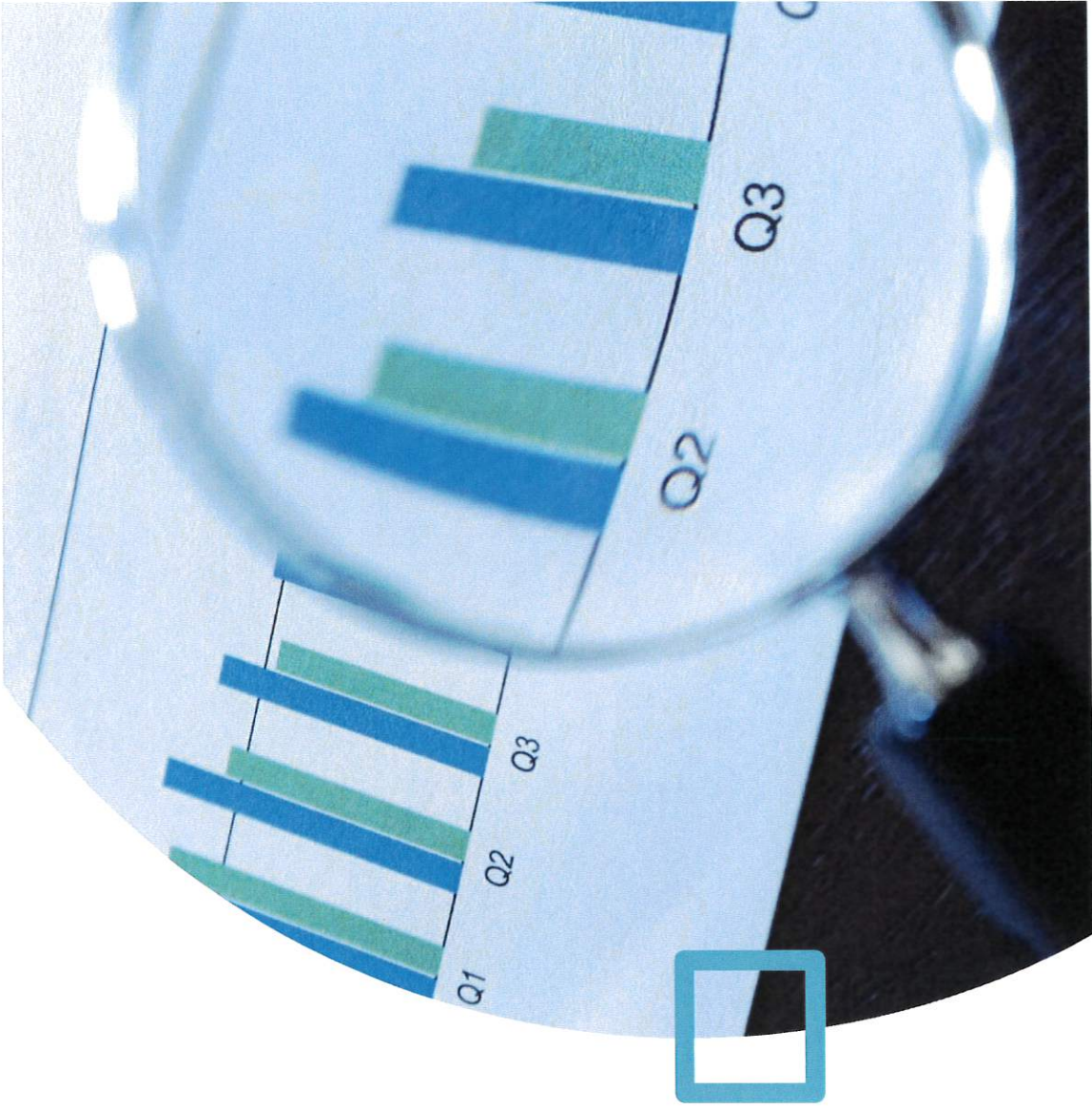
Motion of the TCTD Budget Committee recommending board approval of receipt of taxes for FY 2023-2024 at the current rate of \$0.20 per \$1,000 (\$1,166,163) of assessed value for operating purposes in the General Fund.

Total of Funds by Page	
Resources	\$8,993,365.00
PM	\$109,911.00
CR	\$882,000.00
VR	\$37,225.00
BW	\$23,140.00
NWOTA	\$1,632,592.00
NWR	\$4,913,397.00
STIF	\$1,420,216.00
Total	\$18,011,846.00

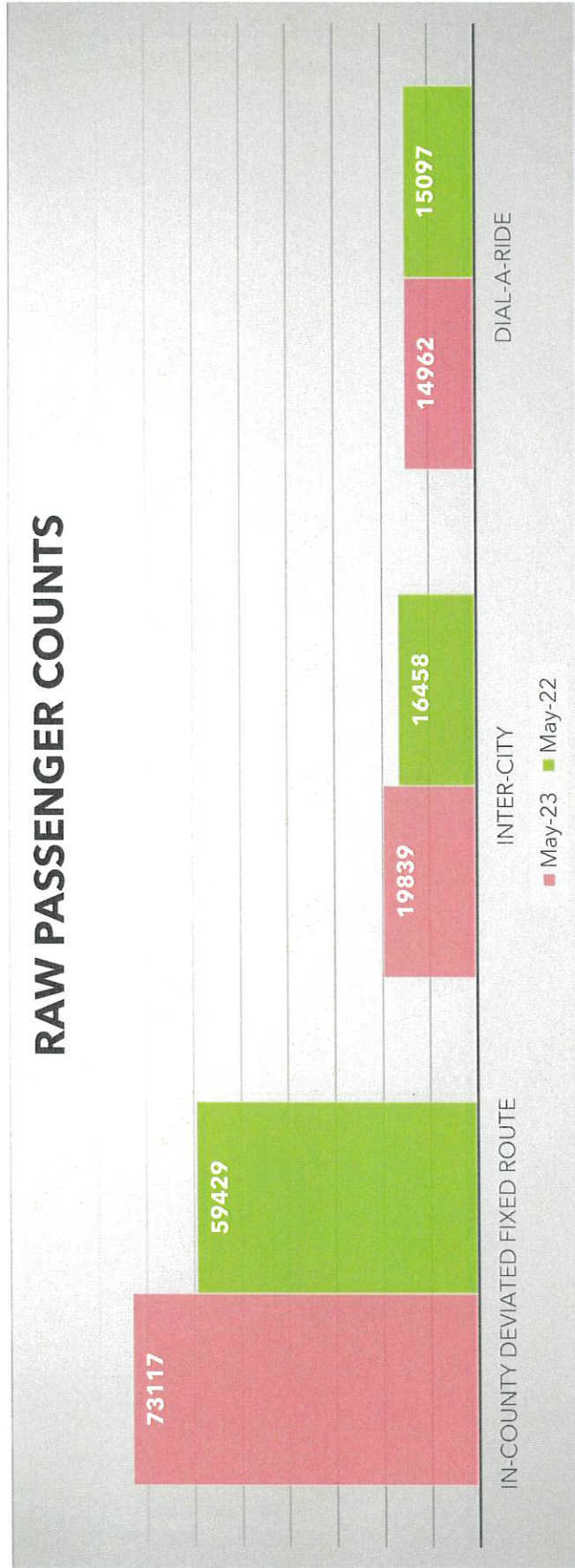


TCTD Operations Statistics & Performance

May 2023



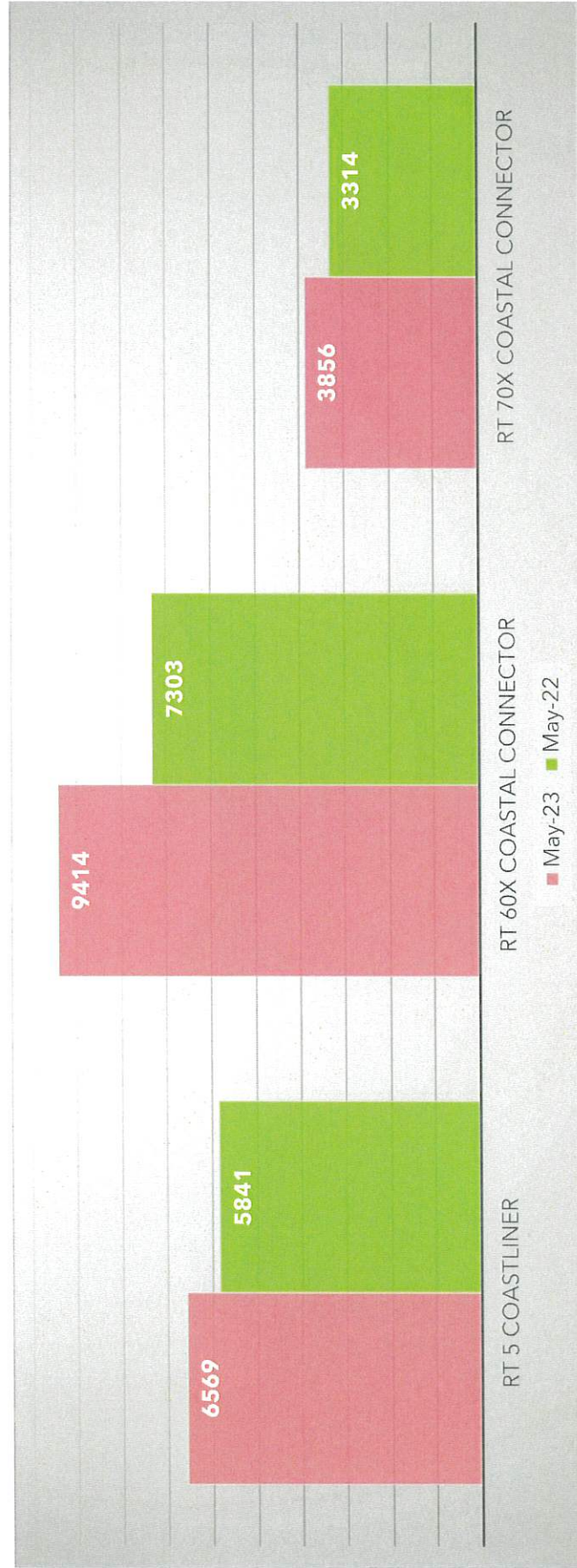
YTD COMPS BY SERVICE TYPE



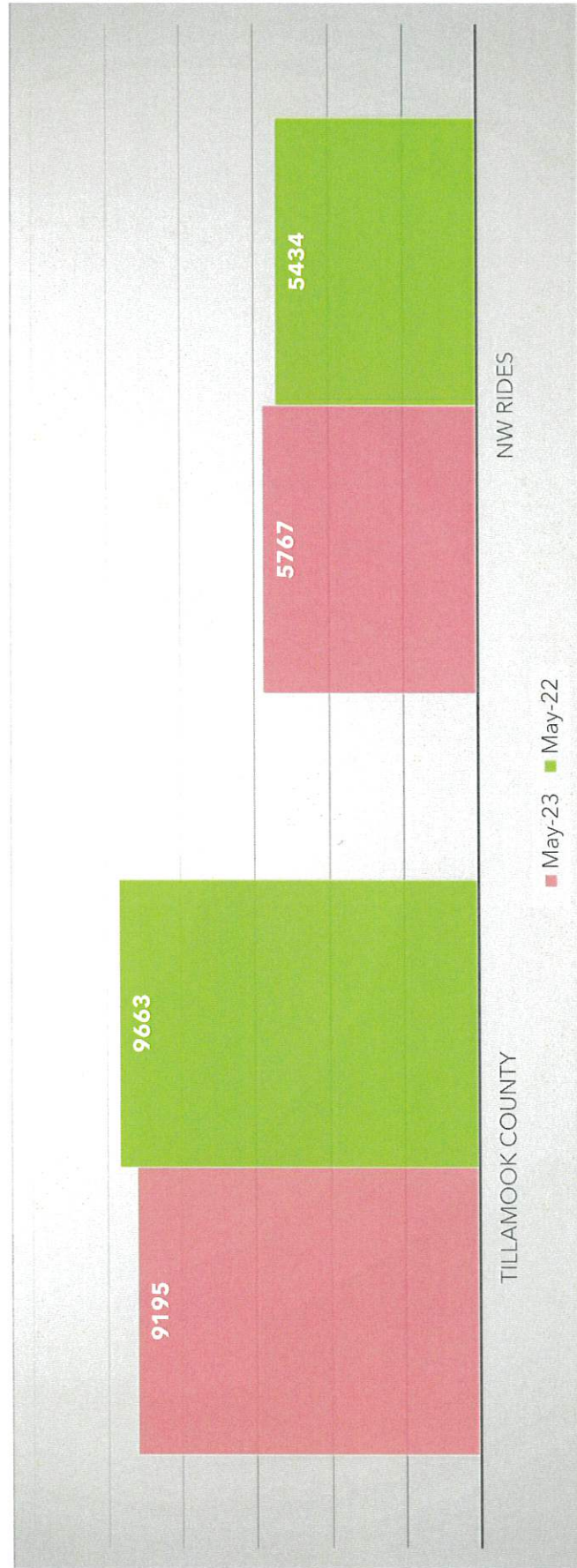
IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS



INTER-CITY RIDERSHIP BY ROUTE YTD COMPS

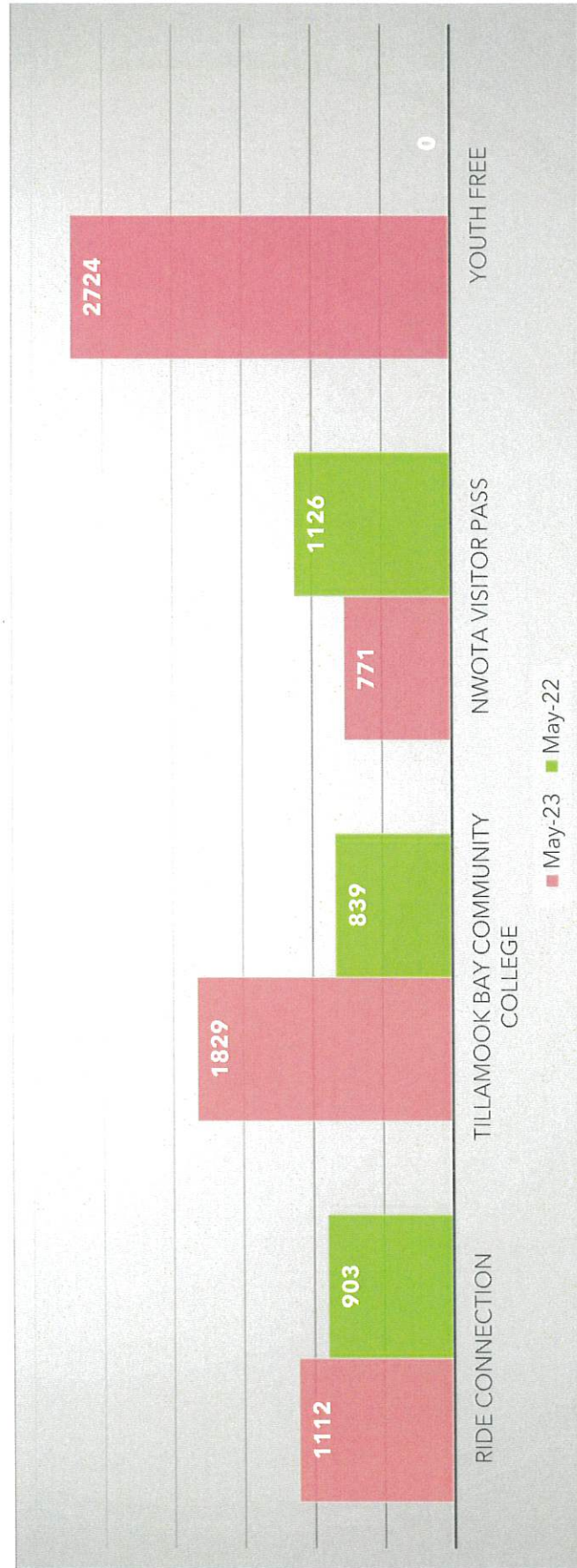


DAR RIDERSHIP BY SERVICE TYPE YTD COMPS



PASSENGER CATEGORIES

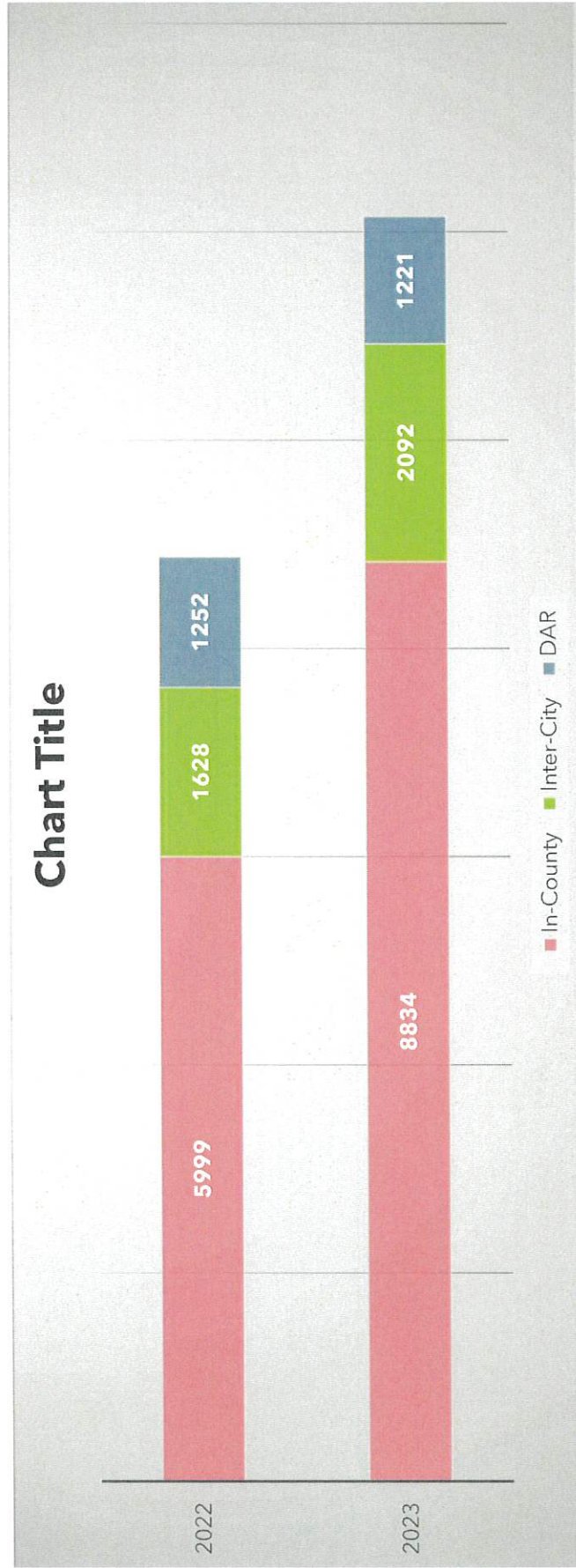
YTD COMPS



SIX-MONTH TREND RIDERSHIP BY SERVICE TYPE



TOTAL SERVICES RIDERSHIP MAY 2023 & MAY 2022



Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

May 2023

RIDERSHIP BY SERVICE TYPE

	May 2023	May 2022	YTD FY 22-23	YTD FY 21-22	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	774	783	9,195	9,663	-4.8%
NW Rides	447	469	5,767	5,434	6.1%
Dial-A-Ride Total	1,221	1,252	14,962	15,097	-0.9%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	4376	3,306	40,237	31,559	27.5%
Rt 2: Netarts/Oceanside	387	314	3,028	3,497	-13.4%
Rt 3: Manzanita/Cannon Beach	2124	1,320	16,499	15,815	4.3%
Rt 4: Lincoln City	1197	862	8,778	7,263	20.9%
Rt 6: Port of Tillamook Bay Loop	520	197	4,345	1,295	235.5%
Local Fixed Rt Total	8,834	5,999	73,117	59,429	23.0%
<u>Intercity Service</u>					
Rt 5: Portland	771	612	6,569	5,841	12.5%
Rt 60X: Salem	1,007	690	9,414	7,303	28.9%
Rt 70X: Grand Ronde	314	326	3,856	3,314	16.4%
Inter City Total	2,092	1,628	19,839	16,458	20.5%
<u>Other Services</u>					
Tripper Routes	25	24	200	179	11.7%
Special Bus Operations	37	84	2,875	775	271.0%
Pacific City Shuttle	230	N/A	230	N/A	
Other Services Total	292	108	3,305	954	246.4%
TOTAL ALL SERVICES	12,439	8,987	110,993	91,938	20.7%

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)	5,575	194	58,049	48,333	20.1%
Senior/Disabled	3,059	972	42,650	36,628	16.4%
Child/Youth	716	49	7,189	6,202	15.9%
Total	9,350	1,215	110,763	91,938	20.5%

OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 22-23	FY 21-22	Change
Ride Connection	187		1,112	903	23.1%
Tillamook Bay Community College	353		1,829	839	118.0%
NWOTA Visitor Pass	97		771	1,126	-31.5%
NW Rides		447	5,767	5,434	6.1%
Youth Free	763		2,724	N/A	

nwCONNECTOR

Coordinating Committee Hybrid Meeting

June 9, 2023; 10:00 am—12:00 pm

Tillamook County Transit District
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— 10:05a	1. Introductions	Cynda Bruce
10:05— 10:20a	2. Consent Calendar (Action Item) 📌 March Meeting Minutes (Attached) 📌 Financial Report 📌 Ridership Tracking	Cynda Bruce/All
10:20— 10:30a	3. NWOTA Standing Items 📌 Marketing Update – Pending contract	Sarah Lu Heath
10:30 – 10:40a	4. Elect Vice President	Cynda Bruce/All
10:40- 11:05a	5. Updates on SETD	All
11:05- 11:30a	6. Bus Stop Project a. Update on funding submissions b. Next steps for funded stops	All
11:30- 11:45p	7. Other Business	All
11:45a – 12:00p	8. Member Updates	All

Attachments:

May 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.

NWOTA Meeting Minutes

May 12, 2023

Virtual meeting called to order at 10:09

In attendance: Cynda Bruce, John Dreeszen, Jennifer Geisler, Sarah Lu Heath, Arla Miller, Brian Vitulli, and Natalie Zuercher

Consent Calendar: Minutes and ridership numbers we're reviewed. A motion to approve was made by Brian Vitulli, seconded by John Dreeszen and passed unanimously.

Marketing Update: Trillium's contract change requests are under review by TCTD legal. The group discussed if changes to the marketing scope of work would be necessary in light of changes at SETD. It was decided that evergreen messaging to use transit to visit the coast would suffice. It was also noted that the Astoria to Portland route run by SETD would probably begin service again for quite some time and that folks would need to use the POINT bus.

SETD Updates: ODOT and an outside forensic accounting firm are working on SETD's finances. Paratransit services were restored and routes from Astoria to Cannon Beach will resume shortly. Paul Lewicki, Interim Executive Director, provided testimony at the Oregon Transportation Commission. Priorities include returning routes, revising their STIF plan, and ensuring successful loan repayment. CCR is assisting SETD with financial training including reviewing processes for grants and reporting.

The search for a new permanent Executive Director has begun and the job posting should be released in early June.

Hydrogen Feasibility Study: The group discussed the time line of 5304 Planning Grant funds for hiring a consultant to complete a feasibility study for a transition to hydrogen electric fuel cell busses and green hydrogen manufacturing. The effort would help meet decarbonization and resiliency goals.

It is expected that the NOFO for these funds will be published in late summer or early fall. Awards are expected to be in the \$40-50k range with a 20% match requirement.

Other Business:

It was noted that at the last meeting the proposed NWOTA annual budget included a contribution from SETD. The TCTD Board chose to retain the line item for SETD's regular annual contribution with a note that it is unlikely to be received.

It was noted that several agencies are having their Amtrak interline agreements cancelled by Amtrak without notice or discussion. This is detrimental to attracting riders while they visit the area.

Member Updates:

TCTD is looking to update their transit plan. Colleagues recommended looking at ODOT's TGM grant as a funding mechanism.

CCR is preparing for their ODOT review. Dial A Ride is going well. Using a lean bus driver staff has been working well but with summer coming up, coverage is becoming uncomfortably thin.



Tillamook County Transportation District

“Connecting the community through sustainable transit services”

DATE: June 15, 2023
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Checking into status of membership with the Community Transportation Association of America (CTAA).
- Internal meetings to review policies and procedures.
- Attended the PC | Woods Parking Advisory Committee meeting on May 22.
- Hosted June 9 NWOTA meeting.
- Staff working to update the *Board of Directors Manual* prior to the July Board meeting.
- Coordinating with counsel regarding CBA negotiations.
- Met with the Public Works Director of the Confederated Tribes of Grand Ronde on May 31 to discuss upcoming expiration of two MOUs the District has with the Grand Ronde Tribe for 60X and 70X. **(Action Item)**

Planning & Development

- Provided feedback to Kittelson & Associates, Inc. on May 19 on Memo 1 of our *Coordinated Public Transit-Human Services Transportation Plan* (known as our CTP) that was provided to us in March 2022. This was necessary to ensure that conditions didn't change and that the material in Memo 1 is still relevant.
- Met internally to discuss final details for the May 26 start-up for seasonal Pacific City Shuttle service. (Also shared details of the 2023 seasonal service with the PC | Woods Parking Advisory Committee on May 22.)
- Continuing to monitor Sunset Empire Transportation District's resumption of service and distributing that information to our customers and employees. SETD's Route 101 service from Astoria to Cannon Beach resumed on Monday, May 15, where connections can be made to TCTD's Route 3 service to Cannon Beach.

Grant Funding

- Contacted the Tillamook Coast Visitors Association regarding eligibility requirements for their tourism signage grant.
- On May 24, met with ODOT Transportation and Growth Management Program grant manager regarding the upcoming grant opportunity. Will likely pursue funds through this program to update to the District's *Transit Development Plan* (TDP). Our current TDP was adopted by the Board of Directors in August 2016 and the effort to begin the update has been identified in the FY 2023-2024 Annual Budget. Applications are due July 27, 2023 and award announcements will be mailed in September. The TGM program is a joint effort of two state agencies: the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. TGM grants are awarded on an annual basis and provide planning resources to help Oregon jurisdictions address transportation, land use, and growth management issues in their communities.
- Applying for the final round of funding through ODOT's COVID Recovery Fund Discretionary Grant cycle. **(Action Item)**
- Met with ODOT staff on May 31 to discuss STIF Program funds.

Facility/Property Management

- Extended/amended five-year lease with Tillamook Family Counseling Center, which expired May 31, 2023. The amendment (attached to this report) retained all unaffected terms of the original lease but included terms beneficial to both the District and TFCC. (The lease provided for an automatic extension provided TFCC is in good standing, meaning no Board action was necessary to extend under the existing agreement.) Key terms amended in, include:
 - 18-month lease extension; expires December 31, 2024
 - NW Rides Brokerage will have exclusive access to TFCC conference room
 - TFCC can terminate lease term early with 30 days advance written notice
 - Updated contact information to include new General Manager, Brian Vitulli
- Working with District counsel to review bond submittal information, check contractor references, and prepare the AIA contract. **(Action Item)** Tentative project schedule:
 - TCTD Board consideration on June 15 or in July
 - Construction potentially starts June/July
 - Substantial completion December 22, 2023

FIRST AMENDMENT TO OFFICE LEASE

Between: TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
a municipal corporation (“Lessor”)

And: TILLAMOOK FAMILY COUNSELING CENTER,
an Oregon nonprofit corporation (“Lessee”)

Dated: Effective as of June 1, 2023 (“Effective Date”)

RECITALS

- A.** Lessor and Lessee previously entered into an office lease dated February 14, 2018 (“Lease”) (copy attached as **Exhibit A**), under which Lessee leased certain described Premises.
- B.** Lessor and Lessee wish to amend the Lease as described below.

AGREEMENT

In consideration of the mutual benefits the parties will receive as a result of this Amendment, Lessor and Lessee agree as follows:

- 1. Defined Terms.** Capitalized terms used in this Amendment, which are defined in the Lease, have the meanings given to them in the Lease unless otherwise expressly defined in this Amendment.
- 2. Change to Common Areas.** The description of the Common Areas in Section 1 of the Lease is amended to exclude the Building conference room, which will, as of the Effective Date, be used exclusively by Lessor.
- 3. Change to Lease Term.** The extension period described in Section 2 of the Lease is amended to provide that the extension period commences on June 1, 2023 and continues through December 31, 2024, unless earlier terminated as provided in this Amendment.
- 4. Exercise of Extension Option.** Lessee has exercised its option to extend the Lease, and Lessor has agreed to extend the terms and conditions contained in this Amendment. Section 4 of the Lease is deleted.
- 5. Early Termination.** At any time during the Lease Term, Tenant may terminate the Lease on 30 days’ advance written notice to Lessor.
- 6. Change to Rent.** Section 3.2 is replaced in its entirety as follows: “Beginning on June 1, 2023, and on the first day of each month thereafter during the Lease Term, Lessee shall pay Lessor monthly base rent in the amount of \$1,700.00 (“Base Rent”). Base Rent for any partial month will be prorated on a per diem basis.”
- 7. Change of Notice Contact.** All notices and communications sent to Lessor should be directed to the attention of Lessor’s new General Manager, Brian Vitulli.

8. Effect of this Amendment; Reservation. Except as expressly provided in this Amendment, the Lease remains unchanged, and each party reserves all, and will not be deemed to have waived any, rights provided by the Lease.

9. Counterparts. This Amendment may be executed in counterparts, each of which, when taken together, will constitute fully executed originals. A signed copy of this Amendment delivered by facsimile, email, or other means of electronic transmission will have the same legal effect as delivery of an original signed copy of this Amendment.

AGREED TO BY:

LESSOR:

TILLAMOOK COUNTY TRANSPORTATION DISTRICT, a municipal corporation

By: ^{DocuSigned by:} Brian Vitulli
A9448A5A44454CB...
Brian Vitulli, General Manager

LESSEE:

TILLAMOOK FAMILY COUNSELING CENTER, an Oregon nonprofit corporation

By: ^{DocuSigned by:} Frank Hanna-Williams
2C9F6493F338457...
Frank Hanna-Williams, Executive Director

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, May 18th, 2023 – 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
Gary Hanenkrat, Treasurer
Linda Adler, Secretary (Zoom)
Marty Holm, Director
Jackie Edwards, Director (Zoom)

TCTD Staff

Brian Vitulli, General Manager
Mike Reed, Operations Superintendent
Cathy Bond, Finance Supervisor **ABSENT**
Natalie Zuercher, Admin Assistant/Board Clerk
Jules Hooter, Brokerage Manager

Guest

Jim Heffernan, Citizen
Arla Miller, ODOT
Marni Johnston, Citizen
Johnathan Bean, Citizen

4. **Announcements and Changes to Agenda:** GM Vitulli announced the following changes to the agenda: None.
5. **Public & Guest Comments:**
 - A. Jim Heffernan commented on DAR (Dial-a-Ride) services for students that have night classes at TBCC (Tillamook Bay Community College).
6. **Executive Session:** None

STATE OF THE DISTRICT REPORT

7. **Financial and Grant Report – District Financial Standing:** GM Vitulli gave the following up-to-date financial report:
FS Bond is not with us tonight due to a family emergency.

Assured the Board that TCTD (Tillamook County Transportation District) is in good standing financially. FS Bond will provide a more detailed explanation about the District's finances at the June meeting.

NWOTA (Northwest Oregon Transit Alliance) financials have not been included in a while. We apologize for this. The timing of NWOTA meetings has affected this. April is included in this month, but FS Bond will be working on including these moving forward.

Went through April financials and Visa report with the board.

Dir. Adler asked about checks to SETD for food, thinks its excessive, wondering why we are writing such big checks. BM Hooter replied that this is in regard to food box deliveries for CCO, the food box delivery program has ended but was going on because of COVID. Partnership with CareOregon.

Dir. Holm asked if authorization of account will be ready for next meeting. GM Vitulli replied yes, we should take care of this before next month.

Dir. Hanenkrat asked if pickup purchase was in budget. Asked if the pickup should have gone out for bid. GM Vitulli replied that we looked at several dealerships and vehicles, went through the proper purchasing process.

Dir. Hanenkrat asked about signing a check for lawn equipment. GM Vitulli replied that we have had a current problem with the groundskeeping contractor. They have not performed services so we are bringing this work in-house. OS Reed added that we have a Lot Attendant to cover this.

Dir. Holm asked when the contract ends with this provider. GM Vitulli replied there was damage to one of our employee's vehicles. The contractor didn't want to make it right. We stopped payment and are trying to reach a final resolution and are working this through our legal team. OS Reed added that June 30th, 2024, is when the contract was to end. In January the owner of the business gave notice that they won't fulfill service anymore.

8. **Service Measure Performance Report:** OS Reed provided the following updates:
This will be the last month we are reporting Amtrak and Greyhound numbers. GM Vitulli added that Amtrak doesn't want to continue interlining agreements. We were just notified that Amtrak will no longer be continuing interline agreements with several Oregon transit agencies. It is an unfortunate situation, and we were given very little notice.

Arla Miller said ODOT has a meeting with Amtrak next week. Been having to stay out of this a bit since agreements have to do with transit agencies but we do have POINT buses. Numerous agencies have interline agreements with Amtrak. One by one they are being told that Amtrak will not be honoring those agreements.

OS Reed discussed that TCTD's Route 5 service was implemented to interline with Amtrak and Greyhound in Portland. We have buses arriving there when Amtrak wanted. We have done as much as we could to accommodate them.

The District has transported more youth since the fare change policy, which is a big win for the District and helping to grow ridership. TBCC ridership falls under this category too.

OS Reed provided the Board with a presentation about April 2023 ridership that is included in the packet.

BC Johnson asked about youth and TBCC numbers. OS Reed replied that they count these categories separately so there is no duplication.

Dir. Holm added that this is great. OS Reed said we will see this every month.

Dir. Adler asked if all in-county routes are combined. OS Reed said yes, this is a service type. Different funding for these services.

OS Reed provided the Board with a presentation about the Q3 Statistics/Analysis presentation that is included in the packet.

OS Reed explained the two important pieces of this comparison which are the service change and the loss of many service hours due to challenging weather conditions we have had this year. Q4 in July should look better.

Dir. Holm asked if these are following fiscal quarters. OS Reed said yes this is January to March.

OS Reed added that TCTD is implementing a new shift bid on Sunday, have not changed the service plan on this. We have recovered on Town Loop Service since the pandemic.

Dir. Holm asked if distance and time has an impact on Route 2 service. OS Reed replied that many homes in that area are vacation rentals. The older population using the services are not there anymore. Don't have any statistical data to back that up though.

Dir. Adler asked if it was a deviated fixed route service. OS Reed replied yes.

OS Reed expressed that Route 5 is rapidly growing. Hope this new fare policy will encourage more folks to ride. Had to cancel service occasionally on Route 5 due to inclement weather and safety.

a. 2023 PC Shuttle Service: OS Reed gave the following updates:

We made some changes this year. Additional stop at Pacific Ave & Brooten Rd. Will again operate on Friday, Saturday, and Sunday, as well as Memorial Day, Juneteenth, and Labor Day.

Been attending PC / Woods Parking Advisory Committee meetings.

Dir. Adler asked about the other trolleys included with the shuttle. OS Reed said this is to be determined. The PC Shuttle will continue to use one bus and a trolley-replica bus.

Dir. Adler asked if we could increase contributions from Transient Lodging Tax. GM Vitulli replied that we are coordinating with the County on an agreement. The term will be for 3 years with the potential for option years. The County has committed \$25,000 a year for that service. We can ask again but this is the amount currently budgeted. Adler expressed hopes of the shuttle advancing to Sandlake.

Dir. Holm asked how much \$25,000 covers. OS Reed replied that it pays for approximately half of the annual cost of operations.

Dir. Holm asked if the County knows what the costs are to operate this. The answer is yes. The PC Shuttle is a large component of their parking mitigation plan and renovations. It used to be lower but has moved up.

BC Johnson asked if we are looking to purchase more trolleys because of their popularity within the community. GM Vitulli replied that we have a grant that includes funding for this, but the procurement process has not yet started on this. The plan is to purchase two more.

Dir. Holm said he thought we picked two. OS Reed said we chose hometown trolleys but haven't touched anything else.

b. Service Planning Decision Making: OS Reed presented to the Board the April 2023 "Service Comparables" which was included in the packet:

GM Vitulli discussed the process that goes into adding or adjusting services. There is a funding need that goes along with identifying service gaps. Once plans are adopted, that is our road map to move forward. While the District's plans from 2016 informed the FY 2021-23 and FY 2023-25 bienniums, updating them with future service improvements and needs will be valuable for the future and allow for more flexibility.

The Town Loop (Route 1) service provides the most deviations of any in-county service.

Dir. Adler asked if Route 60X stops in Grand Ronde. OS Reed said yes.

Dir. Holm asked if this is mainly tribal ridership. OS Reed said we can start reporting on Tribal ID if the Board prefers. These riders are those commuting to work. We see this with Route 70X too.

Dir. Holm said this is fantastic, this is the best description I have ever seen. OS Reed replied that going forward, this monthly presentation will be shorter.

BC Johnson asked how far in the future the 2016 plans projected. GM Vitulli replied that many of the recommendations have been implemented from these plans, and the timing is right to begin the update process.

9. Northwest Oregon Transit Alliance: GM Vitulli gave the following update:

We received updates from SETD and service reinstatement started this Monday on Highway 101 and on weekends from Astoria to Cannon Beach. These services don't connect well with TCTD's Route 3, but customers have some options to continue north. OS Reed added that there is one transfer with us northbound and one southbound.

Dir. Holm asked if Tillamook residents can go and return on the same day. OS Reed replied not to my knowledge with SETD but they can use ODOT's POINT services.

An FTA 5304 planning grant opportunity will likely be released this summer or fall which could provide funding to do a hydrogen feasibility study.

10. NW Rides Brokerage: BM Hooter gave the following updates:

Ridership has increased 10% and the brokerage is still fully staffed.

11. General Manager Report: GM Vitulli provided the following updates:

a. Administration/Coordination:

Sent an application to APTA (American Public Transportation Association).
Paid our invoice and they will give us May and June complimentary.

Reviewing policies and procedures.

Attended PC / Woods Parking Advisory Committee meeting.

Attended Transit Providers Quarterly Meeting, met a lot of peers and ODOT staff.

Took vehicles to Touch-a-Truck event in downtown Tillamook.

b. Planning Development:

Will be meeting tomorrow with Kittleson to view Memo 1 that came out of last coordination plan on what to keep, remove, and add. Should have an updated plan to bring to you by the end of year for adoption.

PC Shuttle coordination is continuing.

Monitoring SETD.

c. Grant Funding:

Reached out to TCVA (Tillamook Coast Visitors Association) for a grant opportunity but have not heard back.

Forwarded Law Enforcement Agency De-escalation Grant to the City of Tillamook Police Department for coordination and did not hear back.

Looking to submit grant application to the Oregon Transportation and Growth Management Program for funding to update the transit development plan.

Investigating COVID fund grant opportunities.

d. Facility/Property Development:

Bid happened for renovation of Transit Center, received 3 bids. Identified an apparent low bidder. Next step is to bring it to counsel and help develop a contract. Will bring to you next month for authorization. This project has been in the works for a few years but the estimates developed then are lower than actual bids coming in. The bids are higher than expected. Low bidder is closest to grant funds, we have reserves we can make this project whole with. This is a worthwhile endeavor.

12. **Miscellaneous:** None.

CONSENT CALENDAR

13. Motion to Approve the Minutes of April 20th, 2023 Regular Board Meeting

14. Motion to Approve the April Financials FY 2022-23

Motion by Dir. Adler to approve Consent Calendar with the date change in the minutes.

Motion Seconded by Dir. Holm.

Motion Passed

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

ACTION ITEMS

15. Resolution #23-10: In the Matter of Establishing an Umpqua Bank Checking Account for NWOTA

GM Vitulli said this will help record and track NWOTA funds.

BC Johnson asked if this was a request from ODOT. GM Vitulli said no but it is best practice.

Motion by Dir. Holm to Approve Resolution #23-10: In the Matter of Establishing an Umpqua Bank Checking Account for NWOTA. *Motion* seconded by Dir. Johnson.

Motion Passed

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

DISCUSSION ITEMS

16. Staff Comments/Concerns:

General Manager Vitulli: Welcomed new Board members, we look forward to meeting with you in July.

Operations Superintendent Reed: Congratulated new Board members, look forward to working with you.

Financial Supervisor Bond: None

Brokerage Manager Hooter: None

Administrative Assistant Zuercher: None

17. Board of Directors Comments/Concerns:

Dir. Holm: Congratulated new Board members. Keep buses moving forward with new changes.

Dir. Adler: Look forward to new Board members. See you in July.

Dir. Hanenkrat: Thanked Mike for the presentation and staff for all they do.

Board Chair Johnson: Thanked Mike for presentation. Please pass on well wishes to Cathy's family. Welcomed new Board members.

Dir. Edwards: Thanked Mike for his presentation. Was nice to look at something and know what it says. Welcome new Board members.

Adjournment: Board Chair Johnson adjourned the meeting at 7:45 pm.

These minutes approved this 15th day of June 2023.

ATTEST:

Mary Johnson, Board Chair

Brian Vitulli, General Manager

DRAFT

Tillamook County Transportation District
Board of Directors Special Meeting
Wednesday, May 3rd, 2023 – 4:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minute



1. Call to Order: Board Chair Mary Johnson called the meeting to order at 4:13 pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Mary Johnson, Board Chair
Gary Hanenkrat, Treasurer
Linda Adler, Secretary
Marty Holm, Director
Jackie Edwards, Director

TCTD Staff

Brian Vitulli, General Manager
Mike Reed, Operations Superintendent
Cathy Bond, Finance Supervisor
Natalie Zuercher, Admin Assistant/Board Clerk
Jules Hooter, Brokerage Manager

Guest

Jim Heffernan, Citizen
Will Chappell, Headlight Herald (Zoom)
Nathan Findling, Citizen (Zoom)

4. Update on SETD (Sunset Empire Transportation District) Suspension of Service:

GM Vitulli gave the following updates:

Referred to three articles regarding SETD service suspension. ODOT staff were fully engaged in this situation and Arla Miller has been working closely with them. It was not a delay in ODOT reimbursements as initially reported, it seems to be due to internal SETD financial misreporting. An audit will be conducted to see how deep and severe it is. SETD had a meeting today to see what to do.

Dir. Adler said they got a \$500,000 Oregon Transportation Infrastructure Bank (OTIB) loan with 3% interest from ODOT. They approved it and ODOT was there.

GM Vitulli responded that Arla Miller discussed this at a special NWOTA meeting held earlier in the day. Karyn Criswell, Administrator at ODOT's Public Transportation Division asked if the District could provide service in Clatsop

County if reimbursed. Karyn had asked what type of service plan could be developed and implemented in Sunset Empire's service area.

Dir. Adler said the board passed and approved this loan.

Dir. Hanenkrat stated he understood it was up for review. He understood that the Board approved but didn't know if the State approved.

5. Emergency Service Request by Governor Kotek: GM Vitulli gave the following updates:

Governor Kotek wanted SETD service up and running by the following Monday. We will hear from Arla to get those facts. Cathy, Mike and I worked to develop a limited service plan for those individuals that need it most.

Monday, Wednesday, and Friday we are providing essential transportation for 3-4 dialysis patients. If we get approval from Arla Miller, we have a plan in place. We have two vehicles to dedicate to that service. We need two drivers and one dispatcher. This will be budget neutral, we would be reimbursed for our costs. We would go through an employment agency for staffing because the District does not have staff to spare. The staff would be trained and eligible for this work and this solution would be contingent on the agency being able to get employees.

Dir. Adler asked about our use of our vehicles for this service. FS Bond replied it's a liability.

GM Vitulli said it will be confusing for riders in Clatsop County to see SETD vehicles. There is POINT service from Portland to Cannon Beach and Astoria.

Dir. Holm asked if the service would be limited in scope. GM Vitulli responded yes.

FS Bond handed out a memo prepared with recommended paratransit services. Only providing 18 trips a day currently allowing members service for anything, but we are recommending medical services only.

BC Johnson asked about \$500,000 OTIB loan and expressed that it doesn't look like the service we provide would cost that much. GM Vitulli said it would be used to reimburse the District for the cost of providing service to Clatsop County.

Dir. Holm asked if there should be more service. FS Bond replied we take the risk of overextending ourselves, it's up to GM Vitulli. He will make a recommendation to the board for support that we have to offer. This memo is based off of what we know, had 50 minutes to complete this request.

GM Vitulli said this is contingent on ODOT's loan and if the employment agency can get employees quickly. Asked the Board if they are comfortable with us

moving forward with this plan if asked to. This isn't a formal request, and no resolution has been prepared.

Dir. Hanenkrat asked if we are being asked to go forward with the plan.

FS Bond said the loan does not exceed \$500,000 and contingent on employment of agency.

Dir. Hanenkrat expressed concerns with the union and drivers. FS Bond replied it will go through an agency so it won't be union.

Dir. Holm asked about fairness with not giving union drivers first pick. BC Johnson replied we don't have the staff from my understanding on this. We don't have time to recruit, SETD has no employees right now.

Dir. Hanenkrat asked if it's only medical rides. FS Bond replied yes, only paratransit, order to provide DAR (Dial-A-Ride) if necessary.

Dir. Holm asked about vehicle that would be provided with this service. GM Vitulli replied ADA accessible vehicles. OS Reed added that they're both aged vans scheduled for retirement from the fleet.

BC Johnson asked about speaking with legal counsel on this. FS Bond and GM Vitulli replied that they have not.

BC Johnson asked if we are only operating through June with hopes that SETD is back on their feet. GM Vitulli said that was the intention. This would carry them through the end of the fiscal year.

FS Bond said that Jeff Hazen asked for a million-dollar loan but was told that ODOT would provide half of that.

BC Johnson asked if Hazen was proposing that with full service. FS Bond replied that their payroll liability is significant.

Dir. Hanenkrat said after listening to the SETD meeting they seemed like they were getting this loan and starting service Monday. OS Reed added that the impression from Arla Miller was that the Interim Executive Director was going to be introduced and was going to request this loan. FS Bond said the Board came to that meeting to approve that loan, they needed authorization.

Dir. Holm said SETD getting up and running seems like a better resolution. FS Bond added they're in the middle of an audit.

GM Vitulli said ODOT is considering providing SETD with the loan, but that they were looking for other alternatives, which is why they reached out to us to see

if it was feasible. I will keep you informed with what I know. Dir. Hanenkrat added we should do everything and anything if needed with medical rides.

Dir. Hanenkrat said just keep us informed.

GM Vitulli said he agrees SETD should be doing this, they have staff and drivers, but the question came to us from the ODOT Administrator, I think at the time they were a little uneasy providing SETD with the loan.

BC Johnson asked if they asked other NWOTA partners. GM Vitulli replied no.

GM Vitulli said we should feel honored that they reached out to us for assistance, and we appreciate the Board's.

Motion by Dir. Adler authorizing the General Manager to move forward in helping SETD contingent on having funds in advance, the staff available, and to operate service no later than June 30, 2023 to provide emergency services based on the ask of Governor Kotek. *Seconded* by BC Johnson.

Motion Passed

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

Dir. Holm asked about passes and NWOTA purchases. GM Vitulli replied we posted information on our website about service disruption. Our biggest impact is our customers can't travel farther than Cannon Beach.

Dir. Holm asked if Cannon Beach is a destination for most travelers. GM Vitulli said we do have some.

Dir. Holm said he wondered if we thought about extending services to Seaside. OS Reed replied that there are not that many folks going to Cannon Beach, but our repeat riders are different. Questions from passengers about getting to Seaside. We will have other discussions once we have more info about what we need to do with the service plan.

Dir. Holm said budget wise, what about the NWOTA contributions. Dir. Adler added we cut Columbia County in half. FS Bond replied its \$3,000 per quarter. Dir. Adler said she didn't know since they were struggling in the past.

FS Bond said Arla Miller expressed that she will be revising grants. This won't affect us. We won't spend their portion of projects because we aren't doing it. They are leaving the total same because if changed, it will invalidate the whole grant. It is a reimbursement grant, it's not formula, only asking for what's spent.

OS Reed said we are still utilizing the NWOTA passes. They are still available for purchase; we haven't addressed the communication on the website. You get the information as soon as we get it.

FS Bond said NW Rides is the same. Since those people don't have access to those passes in SETD. Jules has assigned and planned ahead of time with mileage reimbursement. This is just a disruption of service.

Dir. Holm asked if SETD rides are being absorbed by other providers. FS Bond replied yes, we have providers picking those up. They are helping the community.

Dir. Adler said there hasn't been disruption in medical rides. FS Bond replied these are people who aren't eligible with OHA. NW Rides is solid, CARE Oregon has reached out to get solutions as well.

Dir. Holm said, this hasn't happened before.

3. ODOT Update: GM Vitulli gave the following updates:
Update from ODOT via memo from Arla.

BM Hooter NW Rides memo.

OS Reed provided memo from TCTD Operations.

We want to provide actual information to our customers and staff, instead of rumors. We will continue to support our partner district and will do what's needed if asked.

Dir. Holm thanked GM Vitulli for thorough discussion.

OS Reed said there is some stress on the community wondering if we are next, it's happening with drivers as well. Trying to stay on top of it with communication. We will continue the path of communication with customers and staff.

FS Bond said Arla reminded us how public transit has stepped up, there has been outreach from TriMet. Has been impressive. I felt encouraged by today's meeting.

BC Johnson said we will be addressing Resolution #23-09 at later date. Planning for another meeting on Wednesday the 10th with a pending time.

Adjournment: Board Chair Johnson adjourned the meeting at 5:04 pm.

These minutes approved this 15th day of June 2023.

ATTEST:

DRAFT

Tillamook County Transportation District
Board of Directors Special Meeting and Executive Session
Wednesday, May 10, 2023 – 5:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair Mary Johnson called the meeting to order at 5:01 pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

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

TCTD Staff

Brian Vitulli, General Manager
Mike Reed, Operations Superintendent
Cathy Bond, Finance Supervisor
Natalie Zuercher, Admin Assistant/Board Clerk

Guest

Jim Heffernan, Citizen
John Stellwagen, Bullard Law

4. **Executive Session:** *ORS 192.660 (2)(d): To conduct deliberations with persons designated by the governing body to carry on labor negotiations.*

Motion by Dir. Holm to Authorize the General Manager to begin contract negotiations with the ATU. *Seconded* by Dir. Adler.

Motion Passed

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

ACTION ITEMS

5. Resolution #23-09: Authorizing the General Manager to Establish an LGIP Account for the District's STIF Program Funds

GM Vitulli explained how this helps manage the District's STIF Program funds. guidance over the past several weeks encouraging the District to take this action. Other districts have been given the same direction to put STIF funds into separate

interest-bearing accounts that make those funds easier to trace to the tasks that those funds were given to accomplish. The District has been monitoring its STIF Program funds but placing them into a separate account will improve transparency. The Oregon Transportation Commission will consider the recommended FY 2023-25 STIF awards tomorrow but ODOT and staff would like to place all of the District's FY 21-23 STIF funds into this new account immediately. Read last 'whereas' on the Resolution #23-09.

Dir. Adler asked if we are opening three accounts or one. GM Vitulli responded we were guided to open just one account at this point. If needed in the future, we can open two additional accounts to accommodate the three types of STIF Program funds.

FS Bond said our accounting software helps with that. Arla said one account would be sufficient.

Dir. Holm asked about the process of receiving money. FS Bond responded that they come as quarterly payments. Dir. Holm added that we should extend all those funds. FS Bond explained that there is unspent money that will be carried into the next biennium.

Motion by Dir. Adler to Approve Resolution #23-09: Authorizing the General Manager to Establish an LGIP Account for the District's STIF Program Funds. *Motion* seconded by Dir. Holm.

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

6. **OTHER BUSINESS:** None

Adjournment: Board Chair Johnson adjourned the meeting at 6:25 pm.

These minutes approved this 15th day of June 2023.

ATTEST:

Mary Johnson, Board Chair

Brian Vitulli, General Manager

Tillamook County Transportation District
FY 2023-2024 TCTD Budget Committee Meeting
Thursday, May 11, 2023- 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:**

TCTD Board Chair Mary Johnson called the meeting to order at 6:01 PM.

2. **Roll Call:**

TCTD Board Members Present:

Mary Johnson, TCTD Board Chair (Zoom)
Linda Adler, TCTD Board Director (Zoom)
Gary Hanenkrat, TCTD Board Director
Marty Holm, TCTD Board Director
Jackie Edwards, TCTD Board Director

TCTD Budget Committee Members Present:

Chris Kell, TCTD Budget Committee
Justin Aufdermauer, TCTD Budget Committee **ABSENT**
Ron Rush, TCTD Budget Committee
Jim Heffernan, TCTD Budget Committee
Tyler Hellner, TCTD Budget Committee

TCTD Staff Members Present:

Brian Vitulli, General Manager/Budget Officer
Cathy Bond, Finance Supervisor
Jules Hooter, NW Brokerage Manager
Mike Reed, Operations Superintendent
Natalie Zuercher, Administrative Assistant/Board Clerk

Guests:

None

3. **Public Comments and/or Concerns**

GM Vitulli read a message regarding Justin Aufdermauer not being present tonight.

Dir. Adler asked if Justin Aufdermauer saw the earlier budget or second budget. FS Bond said not the most recent version.

4. **Election of TCTD Budget Committee Chair for FY 2023-2024:**

Motion by Committee Member Ron Rush to appoint Chris Kell as Budget Committee Chair for FY 2023-2024. *Motion Seconded* by Board Director Marty Holm.

Motion Passed Unanimously

5. **Reading and acceptance of the Budget Officer's message:**
General Manager/Budget Officer Brian Vitulli read the Budget Officer's message for FY 2023-2024 into the record.

6. **Line-by-line discussion of the FY 2023-2024 budget by fund:**
(1B) LB20- General Fund Resources

FS Bond went into discussion regarding the General Resource page looking into this next fiscal year. Line 4 is a conservative estimate. State Revenue is high. Capital grant includes the shop lift. Missed grant 5310 award. STIF grant revenue for match, adjusted that page. Transferred General Fund to operate expenses and capital.

Dir. Adler expressed concern that we wouldn't comingle with NW Rides. FS Bond said that line 3 is what the District earns in fare revenue, this is Tillamook County payment for services performed on behalf of NW Rides.

(2B) LB30A TCTD Administration- General Fund

FS Bond explained that she didn't have to make changes from the previous version sent out. Transit Center Employee will be an administrative employee. All wages for all employees include a 15% from year over year. We currently offer a hiring and retention bonus, felt like we needed to absorb it. Line 22 shows that the veteran grant is expiring. ODOT is working to find more money.

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

FS Bond said she forgot to correct the .25 on the dispatcher. Increased payroll but didn't increase health care because of extra board employees. Line 3 and 4 changed for payroll. Are approved for 18 full-time and 14 part-time drivers. Added 15% for CBA.

Dir. Adler asked about 15% increase and if it is negotiated. FS Bond said we have to budget in anticipation if we don't have money for it, we don't want to offer it.

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

FS Bond relayed that this has not yet been approved by the Board but we would like to have two full-time mechanics. This will be explained in a resolution. We need to budget for this in anticipation.

(5B) LB-30A Requirements not allocated- General Fund

FS Bond explained this is money that has been put into play and waiting for expense to come down to pay or is money that we are anticipating is approved through STIF.

Adjusted line item 7 and 8. Going to transfer from Capital Reserve as needed for projects. Adjusted Vehicle Reserve because of expecting vehicles.

(6B) LB-11 Property Management- Enterprise Fund

FS Bond stated that this is the leasing money that we receive. The transfer fund is to balance out all the costs with this property. Auditors say we have \$45,000 from property management on Working Capital side.

(7B) LB-11 Capital Reserve Fund

FS Bond said this is money left over from the previous year minus expenses. Will receive \$25,000 in interest.

(8B) LB-11 Vehicle Purchase Reserve

Dir. Hanenkrat asked about the service truck. FS Bond replied that TCTD purchased the service truck and trailer because of in house maintenance and cost savings. The service tech can fully service in Salem and Lincoln City now because of this. This reduced the Capital Reserve. The Working Capital from resource account is the reserve money leftover when all other reserves are depleted.

FS Bond said this money is for the local match, we have grant projects that are earmarked for this money.

(9B) LB-11 Bus Wash Maintenance Reserve

FS Bond explained that it is not a necessity to replenish this at this point. This is a resource in lieu of the warranty.

(10B) LB-10 Special Transportation Fund

FS Bond said STF and STIF are now merged into the STIF Fund. There is still money here that is STF, but you will see this on the STIF page. STF is up for review in 2024. Will eventually remove from District's budget.

(11B) LB-10 Northwest Oregon Transit Alliance- Special Fund

FS Bond discussed that Sunset Empire Transportation District will not be able to contribute their match. ODOT is keeping grants whole with Sunset but removing Sunset's project. They are trying to reinstate services as quickly as they can.

Dir. Holm asked about no contribution with SETD if we are partners. FS Bond said their footprint is small in partnership right now, but we need their service and partnership. ODOT advised us that they prefer SETD not be a contributing partner for this next fiscal year.

Dir. Holm said we still must do all the things with NWOTA, but do we need to distribute for the administration absorption. FS Bond replied that there is a small contribution; ODOT didn't say they won't but will remove match on Capital Project.

Dir. Holm asked if we could give them limited services. Dir. Hanenkrat added that they need to be included in everything.

GM Vitulli relayed that he attended the ODOT quarterly transit provider meeting and heard that SETD could potentially restart Highway 101 service this coming Monday. Dir. Adler interjected that they are publishing schedules on their Facebook page.

FS Bond said it won't hurt us if SETD is not able to pay their partnership share but we can put it back into the budget to see if SETD can potentially pay. Dir. Holm said we should with the expectation that they will pay.

Dir. Adler explained in SETD's past struggle we put down half for what they owe. FS Bond replied that she doesn't remember that.

CM Kell said she agrees with Dir. Holm, we shouldn't penalize them more, as we are hoping the best for them.

FS Bond said we will remove capital and add the \$12,000 partnership contribution back into the budget.

Dir. Hanenkrat asked if this comes across as we know better than them. FS Bond replied we are removing them from capital projects, but we removed contribution because ODOT said we shouldn't expect any money from them.

(12B) LB-10 NW Rides- Special Fund

FS Bond discussed changes that we are hoping to have with CareOregon in having a full-time person to do billing because of higher work volume. We are approved for 8 people but will come to Board for approval of 9th person. Added 12.5% more to add a full-time billing person. NW Rides has reserve money, but the State does pay for all expenditures. If we go over or under budget it goes back into the program. We run under budget here.

(13B) LB-10 Statewide Transportation Improvement Fund

FS Bond said this had a major overhaul regarding STIF plan. We also received STIF Formula plan. STIF for CARE needs to be half, that total should go back to regular total. Line 14 will change.

CM Rush asked about grants written before he retired; seem different than what was originally written for. FS Bond replied that he wrote a biennium grant, and this is for the fiscal year.

GM Vitulli asked about STIF line numbers. FS Bond replied that she forgot to change the narrative because that was the original amount and then found information on how they are split apart. Changing line #6 and #14 will result in a different total.

Dir. Holm asked if we are reducing line 6. FS Bond said that's correct.

7. **Approval of the TCTD FY 203-2024 budget as presented or amended:**

Dir. Holm raised concerns regarding the 15% wage increase; should not be included in base wage as we are raising the ceiling significantly. If we budget 10% that's still aggressive but if there is still a need for retention and recruitment, then it should be separate.

CM Rush asked about segregating those.

CM Kell said you need to separate those, acknowledged Dir. Holm's concerns. Dir. Holm added that this wouldn't need to be budgeted but if it is, it needs to be separate. Dir. Adler agreed, said it needs to be put to the side.

Dir. Hanenkrat asked about a separate line item. FS Bond replied that in this regard you are still budgeting it.

FS Bond said that we will take a morale hit. Dir. Hanenkrat shared that the County just gave a 5% increase to all employees.

FS Bond added that in working with auditors, you want to build a budget that you can account for the costs. I understand what Dir. Holm is saying because we must budget it and we can do a secondary line item that's fine. If we budget for retention and bonuses, then there is an idea that this bonus is still going. It has always been identified as a hiring and retention bonus.

CM Rush asked if it was COVID money. FS Bond replied yes.

Dir. Holm expressed that we must make an educated guess of growth and 10% is top line. If we put 10% in the budget that's what they are going to get, if negotiations turn out to be more, we make an amended budget. FS Bond said the budgeted line item for wages decreased.

CM Heffernan asked about calling it something different maybe the 15% might include some wages or some extra people in the line item. FS Bond replied that we

built this into the budget but with no commitments, and we do need to know where we would absorb that cost.

Dir. Holm said we have to increase wages; they will go up regardless, but I don't agree with 15%. I think that's unheard of. People will notice this and be shocked.

FS Bond explained that on page 3 you will see that the proposed budget is \$300,000 less than last year. Wages were overestimated as a result of this. They added 1.5% to cover. Dir. Holm added that this could change, you could have a low number on payroll.

BC Johnson asked about moving difference to Operating Contingency. FS Bond said we can move it in contingency and once negotiations happen, we can do supplemental budget. Dir. Holm thinks that is the same thing, it doesn't achieve anything. FS Bond added that these are just anticipated budgets and grants absorb that as well.

Dir. Holm said if we plan for a 10% increase with another grant with hiring and retention and another 10%, that's 20% but the budget reflects something more conservative and appropriate. If you do 15% you would be way above.

Dir. Hanenkrat asked where the reduction would go. Dir. Holm replied we would just end up lowering the budget.

FS Bond expressed that the resource is an expectation and resources we have to work with. Some grants we haven't got final approval. Likely to have more resources than not.

Dir. Holm said we could put into unallocated; we use those if we need that. I can't see providing the 15% wage increase. Dir. Hanenkrat agreed.

FS Bond suggested reducing it to 10% and moving 5% to operating contingency. If we need to do a supplemental budget, we can.

GM Vitulli added we are dealing with one fiscal year, it's appropriate to deal with 10% and negotiate what those out years are with future budgets.

Dir. Holm said we are running against a budget deadline with new contract which is why we are running into this problem.

Dir. Adler asked if she could get the amended budget before the June meeting. FS Bond replied I don't think we can throw a meeting together that soon, the public budget hearing will be in June.

RESTATED MOTION

MOTION by Dir. Holm to approve the FY 2023-2024 Tillamook County Transportation District budget to send it to the Tillamook County Transportation District Board of Directors for a public Budget Hearing with the following changes:

1. Decrease payroll budgeted from 15% to 10% but budget 5% into contingency.
2. Add \$12,000 NWOTA Partner Contributions for Sunset Empire Transportation District.
3. Correct CARE STIF total impacting contingency.

Motion seconded by Dir. Hanenkrat.

MOTION PASSED UNANIMOUSLY

MOTION by Dir. Holm that the Tillamook County Transportation District Budget Committee approves the 2023-2024 fiscal year budget in the amount of \$17,999,846.00. *Motion seconded by Dir. Edwards.*

MOTION PASSED UNANIMOUSLY

MOTION by Dir. Holm that the Tillamook County Transportation District Budget Committee approves taxes for the 2023-2024 fiscal year at the rate of \$0.20 per \$1,000 (\$1,166,163) of assessed value for operating purposes in the General Fund. *Motion seconded by Committee Member Heffernan.*

MOTION PASSED UNANIMOUSLY

8. Committee Member Comments/ Concerns

Dir. Holm: Thanked everyone who participates.

CM Kell: Thanked staff for doing this.

CM Rush: Thanked staff and Cathy.

GM Vitulli: Thanked Board and Committee.

9. Adjournment:

Committee Chair Chris Kell adjourned the meeting at 7:57 PM.

These minutes are approved on this 15th day of June, 2023.

Attest:

Chris Kell, Budget Committee Chair

Brian Vitulli, General Manager

DRAFT

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

**In the Matter of Adopting the)
Budget, Making Appropriations,)
Levying Taxes, and Categorizing)
Taxes for FY 2023-2024)**

RESOLUTION NO. 23-11

WHEREAS, pursuant to the requirements of ORS 294, the Board of Directors of the Tillamook County Transportation District is required to adopt a budget and make appropriations for the District for FY 2023-2024; and

WHEREAS, on May 11, 2023, following public notice and a public hearing, the TCTD Budget Committee approved the FY 2023-2024 budget and recommended adoption by the Board of Directors.

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

MAKING APPROPRIATIONS

Section 1: The Board of Directors of the Tillamook County Transportation District hereby adopts the budget for Fiscal Year 2023-2024, in the total of \$18,011,846. This budget is now on file at the District office in Tillamook, Oregon.

Section 2: The amounts shown below on the following page are hereby appropriated for the Fiscal Year beginning July 1, 2023 and for the following purposes:

TOTAL APPROPRIATIONS FOR FY 2023-24

General Fund		Bus Wash Maint. Reserve Fund	
Administration	866,632	Transfers	0
Operations	2,363,268	Total	\$ 0
Maintenance	931,441		
		Special Transportation Fund	
Unallocated		Special Payments	0
Debt Services	0	Transfer	0
Capital Outlay	2,335,633	Total	\$ 0
Transfers	1,368,889		
Contingency	585,241	NW Oregon Transit Alliance	
Total	\$ 8,451,104	Materials & Services	95,000
		Special Payments	3,000
Property Management Fund		Capital Outlay	1,368,976
Materials & Services	65,792	Total	\$ 1,466,976
Debt Service	44,119		
Capital Outlay	0	NW Rides	
Total	\$ 109,911	Personnel Services	601,040
		Materials & Services	4,000,500
Capital Reserve Fund		Capital Outlay	0
Transfers	0	Total	\$ 4,601,540
Total	\$ 0		
		Statewide Transit Improve. Fund	
Vehicle Purchase Reserve		Special Payments	46,053
Transfers	3,000	Transfers	769,284
Total	\$ 3,000	Total	\$ 815,377

Total Appropriations, All Funds:	\$15,447,868.00
Total Unappropriated and Reserve Amounts, All Funds:	<u>\$ 2,563,978.00</u>
Total Adopted Budget:	\$18,011,846.00

IMPOSING THE TAX

Section 3: The following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the District for tax year 2023-2024 at the rate of \$0.200 per \$1,000 of assessed value for permanent rate tax.

CATEGORIZING THE TAX

Section 4: The Board of Directors of Tillamook County Transportation District hereby categorize the taxes as follows:

General Government Limitation	Excluded from Limitation
Permanent Rate Tax: \$0.20/\$1,000	\$0.00
Local Option Tax: none	

Section 5: That the Budget Officer, in accordance with ORS 294.458(3), shall file with the county assessor two copies each of the notice required under ORS 310.060; two copies of a statement confirming the ad valorem property taxes approved by the budget committee; and two copies each of this resolution to adopt the budget, make the appropriations, and itemize, categorize, and certify the taxes.

APPROVED AND ADOPTED by the Tillamook County Transportation District Board of Directors this 15th day of June 2023 by the following votes:

Aye _____ Nay _____ Abstain _____ Absent _____

ATTEST:

By: _____	By: _____
Mary Johnson, Board Chair	Brian Vitulli, General Manager

Motion passed/failed by show of hands:

Mary Johnson
Gary Hanenkrat
Marty Holm
Jackie Edwards
Linda Adler

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

**Authorizing the General Manager)
to Extend an MOU with the)
Confederated Tribes of Grand Ronde)
Indians for Intercity Bus Service (60X))**

RESOLUTION NO. 23-12

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

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

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

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

that the General Manager is authorized to extend a Memorandum of Understanding with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2025, by which TCTD will provide transit services and CTGR will provide up to \$263,162 in matching funds for the services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

Memorandum of Understanding

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

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

INTRODUCTION..... 2
PURPOSE..... 2
METHODS OF COOPERATION..... 2
TERM 2
RIGHTS, ROLES, AND RESPONSIBILITIES 2
GENERAL TERMS 5
EXHIBIT A: PROJECT DESCRIPTION 8
EXHIBIT B: EXPRESS ROUTE SERVICE SCHEDULE COASTAL CONNECTOR .. 9
EXHIBIT C: FUNDING SOURCES AND MATCHING FUNDS 10
**EXHIBIT D: FEDERAL FISCAL YEAR 2019 CERTIFICATIONS AND ASSURANCES
FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS 12**
EXHIBIT E: FTA REQUIRED CLAUSES..... 25

1. Introduction

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

2. Purpose

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

3. Methods of Cooperation

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

4. Term

The term of this MOU will run through June 30, 2025. The term may be extended by mutual agreement of the Parties, which can be executed in writing within at least 45 days of the expiration of the current term.

5. Rights, Roles, and Responsibilities

A. Tillamook County Transportation District (“TCTD”)

- 1) As a federal funding recipient, TCTD is responsible for carrying out the projects as described in detail in Exhibit A to this MOU. The project will be covered using ODOT Agreements as follows:
 - a) ODOT Grant Agreement No. 35116 (scheduled to expire on June 30, 2023). Due to a significant delay in vehicle acquisitions, this portion of the grant related only to capital was extended to June 30, 2026; and
 - b) ODOT Grant Agreement No. 35435 for Operations and Preventive Maintenance for biennium 2023-2025; and
 - c) ODOT Grant Agreement No. 35436 for Capital vehicle expansion for the grant period of 2023-2027.
- 2) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
- 3) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD's policies and procedures.
- 4) TCTD will provide periodic financial reports on the Services at intervals as required by ODOT Public Transit Division.
- 5) TCTD will develop periodic operational reports on the Services including quarterly reports on the number of trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
- 6) TCTD will provide any additional reports to the Local Funding Entities as required by those entities.
- 7) TCTD will comply with all applicable federal laws and regulations, and all federal directives affecting Project implementation. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
- 8) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Currently the funding consists of a federal 5311(f) program grant in

the amount of \$176,000 administered by the Oregon Department of Transportation and memorialized in ODOT Agreement No. 35116 and federal 5311 program grants in the amount of \$1,358,713 administered by ODOT Grant Agreement Nos. 35435 and 35436. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.

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

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

- 1) The Local Funding Entities have pledged funds as detailed in the Local Funding Entities Cash Match Cost Share table included in Exhibit C.
- 2) CTGR’s share of the local matching funds for the Project will be provided by CTGR on a quarterly basis, following receipt of an invoice for services provided.
- 3) CTGR will cooperate fully and timely with TCTD in all aspects of the Project, including the production of any reports or records required in the administration of the 5311(f) and 5311 grant programs.
- 4) CTGR agrees to obtain all necessary authorization or approvals to provide a location at the Grand Ronde Community Center property and at the Spirit Mountain Casino property for a bus stop and signage as necessary to effectively provide the Services. This may include the use of existing transit facilities and signage.
- 5) As part of this commitment the CTGR will also maintain covering the cost of three pre-existing Grand Ronde to Salem round trips.

This will be as other available resources to this Coastal Connector Project and not part of TCTD's intercity 5311(f) and 5311 grants.

- 6) In recognition of the contributions by CTGR to the Project, CTGR members may use the Coastal Connector transit service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a tribal member.

6. General Terms

- A. **Termination.** This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the Project, it may do so upon 90 days' written notice to the other Party.
- B. **No Third-Party Beneficiaries.** TCTD and CTGR are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to CTSI or other third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the MOU.
- C. **Indemnification.** CTGR shall indemnify TCTD to the extent of TCTD's indemnity of CTGR, which is limited by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, against liability for damage to life or property arising from the CTGR's activities under this Agreement, provided that CTGR shall not be required to indemnify TCTD for any such liability arising out of the wrongful or negligent acts of employees or agents of TCTD.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, TCTD shall indemnify CTGR against liability for damage to life or property arising from TCTD's activities under this Agreement, provided that TCTD shall not be required to indemnify CTGR for any such liability arising out of the wrongful or negligent acts of employees or agents of CTGR.
- D. **Dispute Resolution:** The undersigned representatives of each Party hereby affirm that they have entered into this MOU in good faith. Each Party agrees that it will discharge its obligations under this MOU in good faith. The Parties agree that they will work together and will endeavor to accomplish the purposes and goals of this MOU in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this MOU, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the

designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute. Nothing contained within this agreement shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

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

TCTD:

Brian Vitulli, General Manager
3600 Third Street, Suite A
Tillamook OR 97141
Phone: (503) 842-3115 / Fax: (503) 815-2834
Email: bvitulli@tillamookbus.com

CTGR:

John Mercier, Public Works and Tribal Transportation Program Manager
9615 Grand Ronde Road
Grand Ronde, OR 97347
Phone: (503) 879-2400 / Fax: (503) 879-2263
Email: john.mercier@grandronde.org

- F. Limitations.** Except as otherwise expressly identified in this MOU, no Party may act on the other's behalf or obligate the other Party in contract, debt or otherwise. The Parties are and shall remain separate entities, and no partnership, joint venture, or agency relationship is created by this MOU.
- G. Severability.** If any term or provision of this MOU is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of

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

- H. Integration and Waiver.** This MOU, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this MOU. The delay or failure of either Party to enforce any provision of this MOU shall not constitute a waiver by that Party of that or any other provision. Each Party, by the signature below of its authorized representative, hereby acknowledges that it has read this MOU, understands it, and agrees to be bound by its terms and conditions.
- I. Counterparts.** This MOU may be executed in counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.
- J. Effective Date.** This MOU shall become effective on the date when this MOU is fully executed and approved as required by applicable law.

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

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

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

Signature: _____

Signature: _____

Name: Brian Vitulli

Name: Cheryle A. Kennedy

Title: General Manager

Title: Tribal Council Chairwoman

Date: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

INTERCITY BUS SERVICE:

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

MARKETING:

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

PLANNING:

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

PASSENGER AMENITIES:

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

DATES OF SERVICE:

The planned dates of service are July 1, 2023 through June 30, 2025.

EXHIBIT B

SERVICE SCHEDULE COASTAL CONNECTOR

Chinook Winds (Lincoln City)	Rose Lodge	Grand Ronde Community Center	Spirit Mountain	Rickreall Fairgrounds Park & Ride	Edgewater @ Rosemont	Salem Greyhound Amtrak Station	Downtown Salem Transit Mall
1	2	3	4	5	6	7	8
EASTBOUND TO SALEM							
6:20	6:33	6:54	7:00	--	--	7:40	7:50
--	--	8:15	8:20	8:50	9:02	--	9:10
11:50	12:03	12:24	12:30	--	--	1:10	1:20
--	--	2:30	2:35	3:05	3:17	--	3:25
--	--	5:00	5:05	5:35	5:47	--	5:55
5:30	5:43	6:04	6:10	6:40	6:52	7:02	7:12
--	--	--	7:10	7:40	7:52	--	8:00

Bold/ Negritas = PM

Downtown Salem Transit Mall	Salem Greyhound Amtrak Station	Edgewater @ Rosemont	Rickreall Fairgrounds Park & Ride	Spirit Mountain	Grand Ronde Community Center	Rose Lodge	Chinook Winds (Lincoln City)
8	7	6	5	4	3	2	1
WESTBOUND TO LINCOLN CITY							
7:00	--	7:03	7:20	7:50	7:55	--	--
8:30	8:40	--	--	9:20	9:26	9:47	10:00
1:30	--	1:33	1:50	2:20	2:25	--	--
2:10	2:20	--	--	3:00	3:06	3:27	3:40
4:00	--	4:03	4:20	4:50	4:55	--	--
6:15	--	6:18	6:35	7:05	--	--	--
7:32	7:42	--	--	8:22	8:28	8:49	9:02

Bold/ Negritas = PM

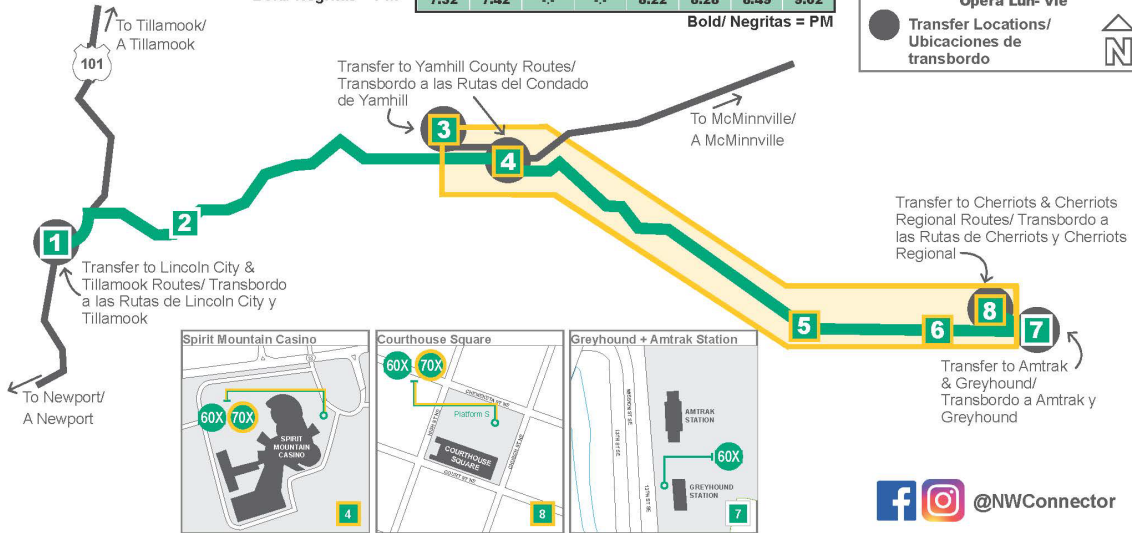


60x and 70x Service
Operated by The WAVE!
60x y 70x Servicios operados por The WAVE

60X COASTAL CONNECTOR
Operates Mon - Sun/
Opera Lun-Dom

70X GRAND RONDE EXPRESS
Operates Mon - Fri/
Opera Lun-Vie

● Transfer Locations/
Ubicaciones de transbordo



@NWConnector

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

EXHIBIT C

GRANT FUNDING SOURCES AND CASH MATCHING FUNDS

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

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

2. Weekday Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem. The bus service will consist of up to three (3) daily round trips Monday through Friday. CTSI will provide 56% of this match while CTGR will fund 44%.

3. Weekend Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem Amtrak/Greyhound bus terminal. The bus service will consist of up to three (3) daily round trips Saturday and Sunday. CTSI will provide 56% of this match while CTGR will fund 44%.

4. Holiday Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem Greyhound bus terminal. The bus service will consist of up three (3) daily round trips on Presidents Day and Veterans Day. CTSI will provide 56% of this match while CTGR will fund 44%.

TCTD Capital Outlay	Grant No.	Project Total	5311(f) Grant Amount	TCTD Local Match Requirements
Capital Bus Replacement (6/30/2026)	35116	\$220,000	\$176,000	\$44,000
Capital Bus Replacement (6/30/2027)	35436	\$547,521	\$492,769	\$54,752
<i>Capital Grant Totals</i>		<i>\$767,521</i>	<i>\$668,769</i>	<i>\$98,752</i>

CTGR/CTSI OP/PM Outlay	Grant No.	Project Total	5311 Grant Amount	Local Match Requirements
IC Transit Operations (FY23-25)	35435	\$1,320,801	\$740,705	\$580,096
Preventative Maintenance (FY23-25)	35435	\$90,000	\$72,000	\$18,000
<i>Operations/PM Grant Totals</i>		\$1,410,801	\$812,705	\$598,096

Local Funding Entities Cash Match Cost Share:

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

	Operations	Prevent. Maintenance	Capital	Total Match
CTGR (44%)	\$255,242	\$7,920		\$263,162
CTSI (56%)	\$324,854	\$10,080		\$334,934
TCTD			\$98,752	\$98,752
Total	\$580,096	\$18,000	\$44,000	\$696,848

Lincoln City to Salem Funding:

Effective beginning July 1, 2023, CTGR will provide up to \$263,162 in resources to provide the Route 60X from Lincoln City to Salem and back for a planned total of three round trips on weekdays. These resources will also be used for the last Route 60X trip east to stop at the Rickreall Park and Ride and at the Edgewater bus stop in West Salem.

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

**Authorizing the General Manager)
to Extend an MOU with the)
Confederated Tribes of Siletz)
Indians for Intercity Bus Service (60X))**

RESOLUTION NO. 23-13

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

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

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

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

that the General Manager is authorized to extend a Memorandum of Understanding with the Confederated Tribes of Siletz Indians, effective through June 30, 2025, by which TCTD will provide transit services and CTSI will provide up to \$324,854 in matching funds for the services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

Memorandum of Understanding

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

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

INTRODUCTION..... 2

PURPOSE..... 2

METHODS OF COOPERATION..... 2

TERM 2

RIGHTS, ROLES, AND RESPONSIBILITIES 2

GENERAL TERMS 4

EXHIBIT A: PROJECT DESCRIPTION 9

**EXHIBIT B: EXPRESS ROUTE SERVICE SCHEDULE FOR THE COASTAL
CONNECTOR 10**

EXHIBIT C: FUNDING SOURCES AND MATCHING FUNDS 11

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

EXHIBIT E: FTA REQUIRED CLAUSES.....

1. Introduction

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

2. Purpose

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

3. Methods of Cooperation

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

4. Term

The term of this MOU will run through June 30, 2025. The term may be extended by mutual agreement of the Parties, which can be executed in writing within at least 45 days of the expiration of the current term.

5. Rights, Roles, and Responsibilities

A. Tillamook County Transportation District (“TCTD”)

- 1) As a federal funding recipient, TCTD is responsible for carrying out the projects as described in detail in Exhibit A to this MOU. The project will be covered using ODOT Agreements as follows:
 - i. ODOT Grant Agreement No. 35116 (scheduled to expire on June 30, 2023). Due to a significant delay in vehicle acquisitions, this portion of the grant related only to capital was extended to June 30, 2026; and
 - ii. ODOT Grant Agreement No. 35435 for Operations and Preventative Maintenance for biennium 2023-2025; and
 - iii. ODOT Grant Agreement No. 35436 for Capital vehicle expansion for the grant period of 2023-2027.
- 2) TCTD will provide Project contract oversight, planning and coordination with federal and state agencies and with the Local Funding Entities.
- 3) TCTD will provide the Services (described in greater detail in Exhibit B to this MOU) during the term of this MOU. Should available funding levels change, the Services will be expanded or curtailed based on written agreement of the Parties. In providing the Services, TCTD will operate and maintain its vehicles in accordance with TCTD's policies and procedures.
- 4) TCTD will provide periodic financial reports on the Services at intervals as required by ODOT Public Transit Division.
- 5) TCTD will develop periodic operational reports on the Services that include trips provided, estimated number of passengers served, and similar information necessary to show the utility and value of the Project.
- 6) TCTD will provide any additional reports to the Local Funding Entities as required by those entities.
- 7) TCTD will comply with all applicable federal laws and regulations, and follow all federal directives affecting Project implementation. TCTD may, at its discretion, amend this MOU to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this MOU, such modification will be incorporated only by written amendment signed by all the Parties.
- 8) TCTD will provide partial funding for the Project from funds made available to TCTD for this purpose from federal and state sources. Currently the funding consists of a federal 5311(f) program grant in

the amount of \$176,000 administered by the Oregon Department of Transportation and memorialized in ODOT Agreement No. 35116 and federal 5311 program grants in the amount of \$1,358,713 administered by ODOT Grant Agreement Nos. 35435 and 35436. Additional funding for the Project will be provided by the Local Funding Entities as set forth below and as described in detail in Exhibit C to this MOU. TCTD shall not be obligated to expend any funds that are not matched.

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

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

- 1) The Local Funding Entities have pledged funds as detailed in the Local Funding Entities Cash Match Cost Share table included in Exhibit C.
- 2) CTSI’s share of the local matching funds for the Project will be provided by CTSI on a quarterly basis, following receipt of an invoice for services provided.
- 3) CTSI will cooperate fully and timely with TCTD in all aspects of the Project, including the production of any reports or records required in the administration of the 5311(f) and 5311 grant programs.
- 4) CTSI agrees to obtain all necessary authorization or approvals for the location on the Chinook Winds Casino property where TCTD can park one transit vehicle at all times.
- 5) CTSI agrees to obtain all necessary authorization or approvals to provide a location at the Chinook Winds Casino property for a bus

shelter and signage as necessary to effectively provide the Services. This may include the use of existing transit facilities.

- 6) CTSI agrees to cooperate with TCTD to determine and install signage deemed necessary to provide the Services.
- 7) In recognition of the contributions by CTSI to the Project, CTSI members may use the Coastal Connector transit service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a tribal member.

6. General Terms

- A. **Termination.** This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the Project, it may do so upon 90 days' written notice to the other Party.
- B. **No Third-Party Beneficiaries.** TCTD and CTSI are the only parties to this MOU and are the only parties entitled to enforce its terms. Nothing in this MOU gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to CTGR or other third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the MOU.
- C. **Indemnification.** To the fullest extent allowed by law, each Party releases and shall indemnify, hold harmless and defend the other Party, its elected officials, officers, employees, and agents from and against any and all costs, including costs of defense, claims, liability, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with any error, omission, or act of negligence by the Party, its elected or appointed officials, officers, agents, or employees in the performance of its responsibilities under this MOU. Each Party agrees to promptly notify the other Party of the filing of any claim which the notifying Party believes is covered by the indemnity recited in this Section and shall not settle such claim without prior consent of the other Party, which consent shall not be unreasonably withheld. The indemnified Party shall have the right to participate in the defense of said claim to the extent of its own interest. Appropriate personnel of the indemnified Party shall cooperate and participate in legal proceedings if requested by the indemnifying Party, and/or required by a court of competent jurisdiction.
- D. **Dispute Resolution:** The undersigned representatives of each Party hereby affirm that they have entered into this MOU in good faith. Each Party agrees that it will discharge its obligations under this MOU in good faith. The Parties agree that they will work together and will endeavor to

accomplish the purposes and goals of this MOU in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this MOU, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute.

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

TCTD:

Brian Vitulli, General Manager
3600 Third Street, Suite A
Tillamook OR 97141
Phone: (503) 842-3115 / Fax: (503) 815-2834
Email: bvitulli@tillamookbus.com

CTSI:

Pamela Barlow-Lind, Tribal Planner
201 SE Swan Avenue, PO Box 549
Siletz, OR 97380
Phone: (541) 444-2532 ext. 1361 / Fax: (541) 444-8325
Email: pamelal@ctsi.nsn.us

- F. Limitations.** Except as otherwise expressly identified in this MOU, no Party may act on the other's behalf or obligate the other Party in contract, debt or otherwise. The Parties are and shall remain separate entities, and

no partnership, joint venture, or agency relationship is created by this MOU.

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

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

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

**CONFEDERATED TRIBES OF SILETZ
INDIANS**

Signature: _____

Signature: _____

Name: Brian Vitulli

Name: Delores Pigsley

Title: General Manager

Title: Tribal Chairman

Date: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

INTERCITY BUS SERVICE:

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

MARKETING:

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

PLANNING:

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

PASSENGER AMENITIES:

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

DATES OF SERVICE:

The planned dates of service are July 1, 2023 through June 30, 2025.

EXHIBIT B

ROUTE 60X INTERCITY SERVICE SCHEDULE

Chinook Winds (Lincoln City)	Rose Lodge	Grand Ronde Community Center	Spirit Mountain	Rickreall Fairgrounds Park & Ride	Edgewater @ Rosemont	Salem Greyhound Amtrak Station	Downtown Salem Transit Mall
1	2	3	4	5	6	7	8
EASTBOUND TO SALEM							
6:20	6:33	6:54	7:00	--	--	7:40	7:50
--	--	8:15	8:20	8:50	9:02	--	9:10
11:50	12:03	12:24	12:30	--	--	1:10	1:20
--	--	2:30	2:35	3:05	3:17	--	3:25
--	--	5:00	5:05	5:35	5:47	--	5:55
5:30	5:43	6:04	6:10	6:40	6:52	7:02	7:12
--	--	--	7:10	7:40	7:52	--	8:00

Bold/ Negritas = PM

Downtown Salem Transit Mall	Salem Greyhound Amtrak Station	Edgewater @ Rosemont	Rickreall Fairgrounds Park & Ride	Spirit Mountain	Grand Ronde Community Center	Rose Lodge	Chinook Winds (Lincoln City)
8	7	6	5	4	3	2	1
WESTBOUND TO LINCOLN CITY							
7:00	--	7:03	7:20	7:50	7:55	--	--
8:30	8:40	--	--	9:20	9:26	9:47	10:00
1:30	--	1:33	1:50	2:20	2:25	--	--
2:10	2:20	--	--	3:00	3:06	3:27	3:40
4:00	--	4:03	4:20	4:50	4:55	--	--
6:15	--	6:18	6:35	7:05	--	--	--
7:32	7:42	--	--	8:22	8:28	8:49	9:02

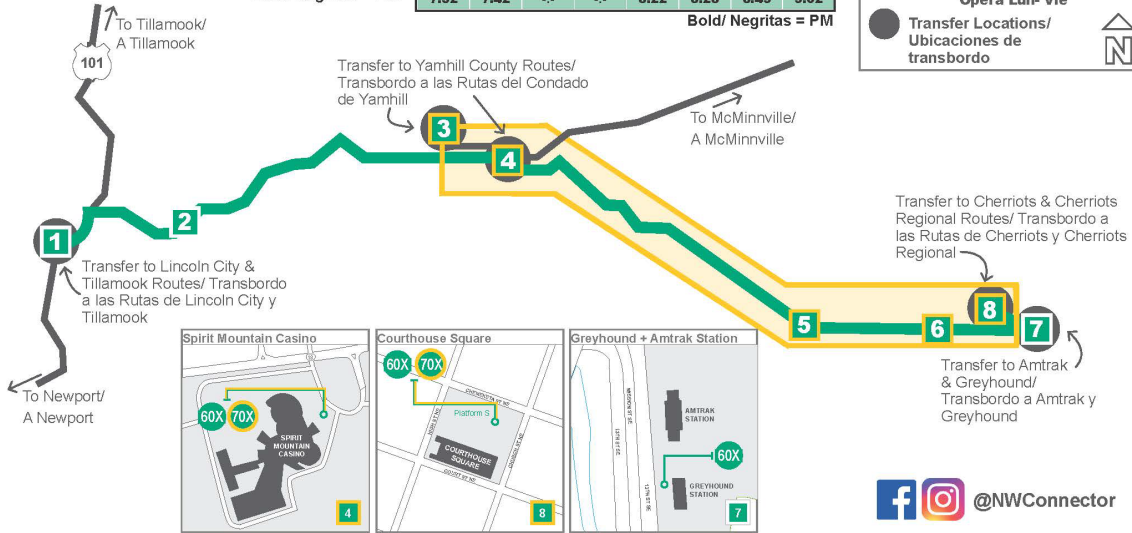
Bold/ Negritas = PM

60x and 70x Service Operated by The WAVE/ 60x y 70x Servicios operados por The WAVE

60X COASTAL CONNECTOR
Operates Mon - Sun/
Opera Lun-Dom

70X GRAND RONDE EXPRESS
Operates Mon - Fri/
Opera Lun-Vie

● Transfer Locations/
Ubicaciones de transbordo



@NWConnector

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

EXHIBIT C

GRANT FUNDING SOURCES AND CASH MATCHING FUNDS

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

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

2. Weekday Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem. The bus service will consist of up to three (3) daily round trips Monday through Friday. CTSI will provide 56% of this match while CTGR will fund 44%.

3. Weekend Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem Amtrak/Greyhound bus terminal. The bus service will consist of up to three (3) daily round trips Saturday and Sunday. CTSI will provide 56% of this match while CTGR will fund 44%.

4. Holiday Service Between Lincoln City and Salem.

TCTD will operate intercity bus service between Lincoln City and the Salem Greyhound bus terminal. The bus service will consist of up three (3) daily round trips on Presidents Day and Veterans Day. CTSI will provide 56% of this match while CTGR will fund 44%.

TCTD Capital Outlay	Grant No.	Project Total	5311(f) Grant Amount	TCTD Local Match Requirements
Capital Bus Replacement (6/30/2026)	35116	\$220,000	\$176,000	\$44,000
Capital Bus Replacement (6/30/2027)	35436	\$547,521	\$492,769	\$54,752
<i>Capital Grant Totals</i>		<i>\$767,521</i>	<i>\$668,769</i>	<i>\$98,752</i>

CTGR/CTSI OP/PM Outlay	Grant No.	Project Total	5311 Grant Amount	Local Match Requirements
IC Transit Operations (FY23-25)	35435	\$1,320,801	\$740,705	\$580,096
Preventative Maintenance (FY23-25)	35435	\$90,000	\$72,000	\$18,000
<i>Operations/PM Grant Totals</i>		\$1,410,801	\$812,705	\$598,096

Local Funding Entities Cash Match Cost Share:

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

	Operations	Prevent. Maintenance	Capital	Total Match
CTGR (44%)	\$255,242	\$7,920		\$263,162
CTSI (56%)	\$324,854	\$10,080		\$334,934
TCTD			\$98,752	\$98,752
Total	\$580,096	\$18,000	\$44,000	\$696,848

Lincoln City to Salem Funding:

Effective beginning July 1, 2023, CTSI will provide up to \$324,854 in resources to provide the Route 60X from Lincoln City to Salem and back for a planned total of three round trips on weekdays. These resources will also be used for the last Route 60X trip east to stop at the Rickreall Park and Ride and at the Edgewater bus stop in West Salem.

EXHIBIT D

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

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

**Authorizing the General Manager)
to Extend a PTA with the)
Confederated Tribes of Grand Ronde)
Indians for Intercity Bus Service (70X))**

RESOLUTION NO. 23-14

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

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

WHEREAS, TCTD and CTGR wish to extend a Purchased Transportation Agreement (PTA) regarding the public transit needs of the parties and the funding strategy for the provision of commuter transit services along the Coastal Connector Route 70X, serving Highway 22 between Grand Ronde and Salem.

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

that the General Manager is authorized to extend a Purchased Transportation Agreement with the Confederated Tribes of Grand Ronde Indians, effective through June 30, 2025, by which TCTD will provide transit services and CTGR will provide up to \$397,664 for the Route 70X services. The MOU is attached as Exhibit A and is incorporated into this resolution.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

Purchased Transportation Agreement

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

**regarding the
Route 70X Grand Ronde Express**

INTRODUCTION.....	2
PURPOSE.....	2
METHODS OF COOPERATION	2
TERM.....	2
RIGHTS, ROLES, AND RESPONSIBILITIES	2
GENERAL TERMS.....	4
EXHIBIT A: PROJECT DESCRIPTION.....	8
EXHIBIT B: GRAND RONDE SALEM COMMUTER SERVICE	9
EXHIBIT C: FUNDING SOURCES.....	10
EXHIBIT D: FEDERAL FISCAL YEAR 2021 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS	11
EXHIBIT E: FTA REQUIRED CLAUSES	12

1. Introduction

The Tillamook County Transportation District (“TCTD”) and the Confederated Tribes of Grand Ronde (“CTGR”) through the leadership of the Tribal Council are entering into this purchased transportation agreement to provide additional public transit services to CTGR members and the general public in Marion County, Polk County, and Yamhill County. TCTD and CTGR are collectively referred to herein as the “Parties.”

2. Purpose

The purpose of this purchased transportation agreement is to provide Grand Ronde Express service addressing public transit needs between Grand Ronde and Salem and helping link Tillamook, Lincoln, Yamhill, Polk, and Marion counties. This agreement sets forth the roles and responsibilities of TCTD as the seller and provider of the specific services and CTGR as the buyer of public transit services (“Services”), namely, an express bus route between Grand Ronde and Salem, a corridor heavily travelled by CTGR members.

3. Responsible Entities

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

4. Term

The term of this agreement will run through June 30, 2025. The term may be extended by mutual agreement of the Parties, which can be executed in writing within at least 45 days prior to the expiration of the current term.

5. Rights, Roles, and Responsibilities

A. Tillamook County Transportation District (“TCTD” or “Seller”)

- 1) TCTD will operate and manage the service or Project as described in detail in Exhibit A and assist CTGR with coordination with interlining transit routes and providers.
- 2) TCTD will provide Services (described in greater detail in Exhibit B to this agreement) during the term of this agreement. Services will be expanded or curtailed based on written agreement of the Parties. In providing Services, TCTD will operate and maintain its vehicles in accordance with TCTD’s policies and procedures.
- 3) TCTD will invoice CTGR monthly for Services provided.

- 4) TCTD will provide CTGR with information required for periodic financial reports on the Services at intervals as required by funding agencies.
- 5) TCTD will provide full cost information on the administrative cost, maintenance cost, and operating expenses (including fuel, vehicle maintenance cost, insurance, salaries and wages).
- 6) TCTD will develop periodic operational reports on the Services including quarterly reports on the number of trips provided, number of passengers served, and similar information necessary to show the utility and value of the Services and to meet federal requirements.
- 7) TCTD will provide any additional information needed for reports to funding agencies as required by those agencies.
- 8) TCTD will comply with all applicable federal laws and regulations, and all federal directives affecting Service implementation. This agreement may be amended by mutual consent of the Parties to conform with federal, state or local governmental guidelines. If such amendments result in a change in the funding, the scope of service or schedule of the activities to be undertaken as part of this agreement, such modification will be incorporated only by written amendment signed by all the Parties.
- 9) TCTD will monitor program income, defined as income generated from passengers on the Service route, and agrees that such income shall be used as a source of revenue to reduce the monthly invoices.
- 10) In providing the Services, TCTD will act in accordance with the applicable standards described in the certifications and assurances attached as Exhibit D to this agreement. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.
- 11) In carrying out the Services, TCTD will act in accordance with the applicable Federal Transit Administration Contract Clauses attached as Exhibit E to this agreement. Federal laws, regulations, and directives may change; where applicable, such changed requirements will apply to the Project.

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

- 1) CTGR agrees to pay TCTD up to \$397,664 in return for services as described in Exhibit C and this includes 100% of the cost of service. TCTD will retain fare revenue per Exhibit C.
- 2) CTGR agrees to obtain all necessary authorization or approvals to provide a location to park-out buses and provide bus stop signage as necessary to

accommodate the Services. This may include the use of existing transit facilities and signage.

- 3) The buses employed will have the Grand Ronde label and logo added to the bus wrap. CTGR will provide TCTD with the proposed image for mutual review and approval with both entities' names shown on the buses. Implementation of this change will occur within 90 to 120 days after the design has been agreed upon.

6. General Terms

A. Termination. This agreement may be immediately terminated by mutual consent of the Parties. If either Party wishes to terminate its participation in the agreement, it may do so upon 30 to 45 days' written notice to the other Party.

B. No Third-Party Beneficiaries. TCTD and CTGR are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to third parties unless such third parties are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

C. Indemnification. CTGR shall indemnify TCTD to the extent of TCTD's indemnity of CTGR, which is limited by Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, against liability for damage to life or property arising from the CTGR's activities under this Agreement, provided that CTGR shall not be required to indemnify TCTD for any such liability arising out of the wrongful or negligent acts of employees or agents of TCTD.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and subject to the limits of the Oregon Tort Claims Act, TCTD shall indemnify CTGR against liability for damage to life or property arising from TCTD's activities under this agreement, provided that TCTD shall not be required to indemnify CTGR for any such liability arising out of the wrongful or negligent acts of employees or agents of CTGR.

D. Dispute Resolution: The undersigned representatives of each Party hereby affirm that they have entered into this agreement in good faith. Each Party agrees that it will discharge its obligations under this agreement in good faith. The Parties agree that they will work together and will endeavor to accomplish the purposes and goals of this agreement in a manner that serves the best interests of the Parties and the members of their communities. In the event of any dispute or disagreement in the implementation of this agreement, the Parties shall resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the Parties, the dispute will be referred by the

representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. Final resolution of disputes may be referred for the joint consideration and negotiation by the governing body of any parties involved in a dispute. Nothing contained within this agreement shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.

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

TCTD: Seller's Agent

c/o Brian Vitulli, General Manager
3600 Third Street, Suite A
Tillamook OR 97141
Phone: (503) 842-3115 / Fax: (503) 815-2834
Email: bvitulli@tillamookbus.com

CTGR: Buyer's Agent

c/o John Mercier, Public Works and Tribal Transportation Program Manager
9615 Grand Ronde Road
Grand Ronde, OR 97347
Phone: (503) 879-2400 / Fax: (503) 879-2263
Email: john.mercier@grandronde.org

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

herein regarding this agreement. The delay or failure of either Party to enforce any provision of this agreement shall not constitute a waiver by that Party of that or any other provision. Each Party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions.

I. Counterparts. This agreement may be executed in counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on both Parties, notwithstanding that both Parties are not signatories to the same counterpart.

J. Effective Date. This agreement shall be effective July 1, 2023.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS PURCHASED TRANSPORTATION AGREEMENT.

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

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

Signature: _____

Signature: _____

Name: Brian Vitulli

Name: Cheryle A. Kennedy

Title: General Manager

Title: Tribal Council Chairwoman

Date: _____

Date: _____

EXHIBIT A

PROJECT DESCRIPTION

BUS SERVICE BETWEEN GRAND RONDE AND SALEM:

TCTD will operate commuter service between Grand Ronde and the Downtown Transit Mall in Salem. The bus service will consist of up to four (4) daily round trips five (5) days per week except for the following holidays: New Year's Day, Thanksgiving Day, and Christmas Day.

MARKETING:

CTGR will market the bus service, with the goal of increasing awareness and ridership of the bus service. This includes providing information on the scheduled service on the Tribal website and links to provide connections to other transit services.

CTGR may join with other regional transit agencies in marketing efforts including TCTD as well as Yamhill County Transit Area, Salem Area Mass Transit District, and the Lincoln County Transportation District.

**EXHIBIT B
ROUTE 70X: GRAND RONDE EXPRESS
ROUTE SCHEDULE & FARE RATES**

ROUTE SCHEDULE

To Grand Ronde					To Salem				
Salem Downtown Transit Center	Edgewater @ Rosemont	Rickreal Fairgrounds Park & Ride	Spirit Mountain	Grand Ronde Community Center	Grand Ronde Community Center	Spirit Mountain	Rickreal Fairgrounds Park & Ride	Edgewater @ Rosemont	Salem Downtown Transit Center
7:00 AM	7:03 AM	7:20 AM	7:50 AM	7:55 AM	8:15 AM	8:20 AM	8:50 AM	9:02 AM	9:10 AM
1:30 PM	1:33 PM	1:50 PM	2:20 PM	2:25 PM	2:30 PM	2:35 PM	3:05 PM	3:17 PM	3:25 PM
4:00 PM	4:03 PM	4:20 PM	4:50 PM	4:55 PM	5:00 PM	5:05 PM	5:35 PM	5:47 PM	5:55 PM
6:15 PM	6:18 PM	6:35 PM	7:05 PM	-	-	7:10 PM	7:40 PM	7:52 PM	8:00 PM

FARE RATES

REGULAR FARE

1 Zone	\$1.50
2 Zone	\$3.00
3 Zone	\$6.00

First two children (0-12)
(*with fare paying adult) Free

Person with valid Grand Ronde Tribal ID or other official documentation showing status as a Grand Ronde tribal member Free

REDUCED FARE

Additional Child (0-5)	½ Fare
Youth (13-18)	½ Fare
Senior Citizen (60+)	½ Fare
Person with Disability	½ Fare

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

EXHIBIT C

FARES & REVENUE

Grand Ronde to Salem:

Effective July 1, 2023 to June 30, 2025, CTGR will provide up to \$397,664 in payments for these twenty-four months to fund 4,200 revenue service hours. The revenue service hours will consist of weekday (Monday-Friday) commuter transit services between Grand Ronde and the Downtown Salem Transit Mall. 100% of the cost of service will be provided by CTGR.

TCTD will collect fares consistent with the Route 70X fare rate schedule. TCTD will report fare revenue collected to CTGR in its monthly invoices and credit the fares collected against the balance of the costs.

Fare Policy:

Grand Ronde tribal members may use the Grand Ronde Express service free of charge upon presentation of a valid Tribal Identification Card or other official documentation showing proof of the person's status as a Grand Ronde tribal member.

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

**Authorizing the General Manager)
to Execute ODOT Section 5311)
Grant Agreement No. 35435)**

RESOLUTION NO. 23-15

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35435; and

WHEREAS, ODOT allocated funding to the District for deviated fixed route, demand response, commuter, and intercity services in Tillamook, Clatsop, Multnomah, and Washington Counties, and for preventive maintenance; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35435 in the amount of \$911,192 on behalf of the District to aid in the financing of District operations and preventive maintenance.

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

that the General Manager is hereby authorized to accept and execute ODOT Grant Agreement No. 35435 in the amount of \$911,192 on behalf of the Tillamook County Transportation District, to provide fixed route, demand response, commuter, and intercity service, and preventive maintenance between July 1, 2023 and June 30, 2025.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, 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, 2023** 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, 2025** (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 **\$1,510,801.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$911,192.00** (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. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). 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.oregon.gov, 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. **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 _____

Recipient Contact:

Brian Vitulli
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
bvitulli@tillamookbus.com

State Contact:

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

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 04/20/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Tillamook County Transportation District 35435				
<i>Operations and Preventive Maintenance</i>				
P-23-1949-01 Item #1: Operating Sliding Scale				
	Total	Grant Amount	Local Match	Match Type(s)
	\$1,320,801.00	\$740,705.00	\$580,096.00	Local
P-23-1949-02 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$190,000.00	\$170,487.00	\$19,513.00	Local
Sub Total	\$1,510,801.00	\$911,192.00	\$599,609.00	
Grand Total	\$1,510,801.00	\$911,192.00	\$599,609.00	

1. PROJECT DESCRIPTION

Operations

This Agreement provides section 5311 funding for Recipient to provide demand response, deviated fixed route, commuter, and intercity services in Tillamook County as well as Clatsop, Multnomah, and Washington Counties. With connections to Sunset Empire Transportation District (SETD) in Cannon Beach, Lincoln County Transportation Service District (LCTSD) in Lincoln City, Yamhill County Area Transit in Grand Ronde, Salem Area Mass Transit District (SAMTD/Cherriots) in Salem.

Demand Response (Dial-A-Ride) operates 5 days a week between 6:00 am to 6:00 pm.

*Deviated Fixed Route operates 6 days a week between 7:00 am and 6:30 pm.
 Coastal Connector routes 60X and 70X operates 7 days a week between 6:20 am and 9:02 pm.*

Preventive Maintenance

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

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

2. PROJECT DELIVERABLES

Operations

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

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

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

Recipient may amend the service design at any time in accordance with local demand, funding

issues, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

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

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals must satisfy 5311 funding purposes based upon FTA Circular 9040.1G. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

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

Preventive Maintenance

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

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

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

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

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

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

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

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

Operations

Generally accepted accounting principles and Recipient's own accounting system determine those costs that are to be accounted for as gross operating expenses. The contractor may use capital equipment funded from USDOT- or State-source grants when performing services

rendered through a contract funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

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

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

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

Preventive Maintenance

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

Spending Plan

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

Disbursement Schedule

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

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

4. REPORTING and INVOICING REQUIREMENTS

Operations

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed pursuant to this Agreement in its agency periodic report.

Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables.

Preventive Maintenance

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

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

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$911,192.00
--	--	--	---

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
--

EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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.

2. TYPES AND AMOUNTS.

a. 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.**

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. "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.

3. 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.**

4. 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

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. 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 Agency. 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-insured retention and self-insurance, if any.

b. 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.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain 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 project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. 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).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. 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 Execute ODOT Section 5311)
Grant Agreement No. 35436)**

RESOLUTION NO. 23-16

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35436; and

WHEREAS, ODOT allocated funding to the District for the capital purchase of one replacement transit vehicle and one expansion transit vehicle; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 354356 in the amount of \$985,538 on behalf of the District to aid in the financing of the capital purchase of two transit vehicles.

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

that the General Manager is hereby authorized to accept and execute ODOT Grant Agreement No. 35436 in the amount of \$985,538 on behalf of the Tillamook County Transportation District, to purchase two transit vehicles between July 1, 2023 and June 30, 2027.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, 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, 2023** 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, 2027** (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 **\$1,095,042.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$985,538.00** (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. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). 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.oregon.gov, 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 _____

Recipient Contact:

Brian Vitulli
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
bvitulli@tillamookbus.com

State Contact:

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

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 04/20/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Tillamook County Transportation District 35436				
<i>Expansion and Replacement Vehicles</i>				
P-23-1956-01 Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$547,521.00	\$492,769.00	\$54,752.00	Local
P-23-1956-02 Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$547,521.00	\$492,769.00	\$54,752.00	Local
Sub Total	\$1,095,042.00	\$985,538.00	\$109,504.00	
Grand Total	\$1,095,042.00	\$985,538.00	\$109,504.00	

1. PROJECT DESCRIPTION

Replacement Vehicle Purchase

Purchase 1 transit vehicle as follows: useful life: 10 years and 350,000 miles; approximate length: 30 feet; estimated number of seats: 24; estimated number of ADA securement stations: 2; fuel type: propane.

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

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

- 1. V001395; 2013/Champion/Defender; 1FVACWDUXDHFJ3377.*

Expansion Vehicle Purchase

Purchase 2 transit vehicles as follows: useful life - 10 years and 350,000 miles; approximate length - 30 feet; estimated number of seats - 24; estimated number of ADA securement stations - 2; fuel type - propane.

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

2. PROJECT DELIVERABLES, SCHEDULE and USE

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

Federal applications require the following milestones to be reported and updated every quarter.

Vehicles Milestones

- Project start date - July 31, 2023*
- RFPP/IFB Date - July 31, 2023*
- Contract Award - August 31, 2023*
- First Vehicle Delivered - June 30, 2027*
- All Vehicles Delivered - June 30, 2027*
- Contract Completion Date - June 30, 2027*

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

managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicle must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

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

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

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

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

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.

Spending Plan

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

Disbursement Schedule

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

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

4. REPORTING and INVOICING REQUIREMENTS

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 pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$985,538.00
--	--	--	---

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
--

EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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.

2. TYPES AND AMOUNTS.

a. 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.**

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. "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.

3. 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.**

4. 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

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. 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 Agency. 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-insured retention and self-insurance, if any.

b. 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.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain 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 project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. 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).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. 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 Execute ODOT Section 5310)
Grant Agreement No. 35488)**

RESOLUTION NO. 23-17

WHEREAS, the Tillamook County Transportation District (“District”) Board of Directors adopted the District’s Coordinated Public Transit - Human Services Transportation Plan on November 17, 2016 to ensure that funding awarded pursuant to Section 5310 of the Federal Transit Act of 1964, as amended, will benefit senior citizens and people with disabilities; and

WHEREAS, the District applied to the Oregon Department of Transportation (“ODOT”) for a Section 5310 grant for preventive maintenance of vehicles used in the provision of public transportation services for the general public, seniors, or individuals with disabilities; and

WHEREAS, the District has received a \$200,448 grant from ODOT under Section 5310 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35488.

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

that the General Manager is hereby authorized to accept and execute ODOT Grant Agreement No. 35488 in the amount of \$200,448 on behalf of the Tillamook County Transportation District, to provide preventive maintenance of vehicles used in the provision of public transportation services for the general public, seniors, or individuals with disabilities between July 1, 2023 and June 30, 2025.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, 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, 2023** 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, 2025** (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 **\$223,391.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$200,448.00** (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. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). 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.oregon.gov, 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. **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 _____

Recipient Contact:

Brian Vitulli
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
bvitulli@tillamookbus.com

State Contact:

Arla Miller
555 13th St SE
Salem, OR 37301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 06/05/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

EXHIBIT A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 Tillamook County Transportation District 35488				
<i>Preventive Maintenance</i>				
P-23-2005-01 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$223,391.00	\$200,448.00	\$22,943.00	Local
Sub Total	\$223,391.00	\$200,448.00	\$22,943.00	
Grand Total	\$223,391.00	\$200,448.00	\$22,943.00	

1. PROJECT DESCRIPTION

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

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

2. PROJECT DELIVERABLES and TASKS

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

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

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

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

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

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

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

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

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

Spending Plan

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

Disbursement Schedule

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

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

4. REPORTING and INVOICING REQUIREMENTS

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

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$200,448.00
--	--	--	---

Administered By Public Transportation Division 555 13th St SE Salem, OR 37301

EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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.

2. TYPES AND AMOUNTS.

a. 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.**

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. "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.

3. 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.**

4. 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

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. 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 Agency. 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-insured retention and self-insurance, if any.

b. 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.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. 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**.

c. 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).

d. EXCESS/UMBRELLA LIABILITY.

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

e. 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.

f. WAIVER OF SUBROGATION.

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain 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 project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. 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).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. 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 Execute Amendment Number 5)
to ODOT Section 5311(f) Grant)
Agreement No. 35116)**

RESOLUTION NO. 23-18

WHEREAS, the District applied to, and was awarded by, the Oregon Department of Transportation (“ODOT”) for a Section 5311(f) grant for intercity transit services between Lincoln City and Salem, vehicle preventive maintenance, and capital equipment purchases; and

WHEREAS, on June 22, 2021, the District entered into ODOT Grant Agreement No. 35116 (the “Grant Agreement”), memorializing a grant in the amount of \$486,500; and

WHEREAS, on August 4, 2021, December 17, 2021, April 21, 2022, the District and ODOT mutually amended items within the Grant Agreement; and

WHEREAS, the District and ODOT mutually desire to modify Exhibit A to extend the Grant Agreement period specifically for the Vehicle Expansion Project only; and

WHEREAS, the District’s Board of Directors wishes to authorize the General Manager to execute Amendment Number 5 to extend the Grant Agreement period specifically for the Vehicle Expansion Project only.

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

that the General Manager is hereby authorized to accept and execute Amendment Number 5 to ODOT Grant Agreement No. 35116 on behalf of the Tillamook County Transportation District, which deletes existing Exhibit A to the Grant Agreement in its entirety and replaces it with the revised Exhibit A, attached to Amendment Number 5 and incorporated herein.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

AMENDMENT NUMBER 5
ODOT GRANT AGREEMENT NO. 35116
Tillamook County Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Tillamook County Transportation District**, hereinafter referred to as **Recipient**, entered into an Agreement on **June 22, 2021**, Amendment 1 (one) on **August 4, 2021**, Amendment 2 (two) on **December 17, 2021**, and Amendment 3 (three) on **April 21, 2022**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise Exhibit A and extend the Agreement period specifically for the Vehicle Expansion Project (p-21-3535-01) only.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (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.

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

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2026** (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.

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Brian Vitulli
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
bvitulli@tillamookbus.com

State Contact:

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

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 05/30/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

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

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5311(f) Tillamook County Transportation District 35116				
<i>TCTD Route 60X: Coastal Connector - Lincoln City-Grand Ronde-Salem.</i>				
P-21-3535-01 Item #2: Bus 30ft				
	\$220,000.00	\$176,000.00	\$44,000.00	Local
P-21-3535-02 Item #2: 50% Federal Share				
	\$493,000.00	\$246,500.00	\$246,500.00	Local
P-21-3535-03 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$80,000.00	\$64,000.00	\$16,000.00	Local
Sub Total	\$793,000.00	\$486,500.00	\$306,500.00	
Grand Total	\$793,000.00	\$486,500.00	\$306,500.00	

1. BACKGROUND

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

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

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

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

2. PROJECT DESCRIPTION

Operations

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

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

This project supports intercity transit service, which is characterized by infrequent stops, not being designed primarily for commuters, and the use of vehicles with the capacity to carry

passenger luggage. The supported service makes meaningful connections to the larger transit network where possible. The supported service route covers a one-way distance of at least 20 miles or closes a vital gap in the statewide transit network.

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

Vehicle Expansion

Purchase 1 transit vehicles as follows: useful life - 10 years and 350,000 miles; approximate length - 30 feet; estimated number of seats - 25-30; estimated number of ADA securement stations - 2; fuel type - diesel.

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

Preventive Maintenance

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

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

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Operations

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

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

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

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

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

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

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

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

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

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

Vehicle Expansion

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

Estimated order date: August 31, 2021.

Estimated delivery date: June 30, 2026.

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

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

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

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

Preventive Maintenance

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

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

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

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

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

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

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

Modifications to Project Objectives or Service:

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

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

4. PROJECT ACCOUNTING and MATCHING FUNDING

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

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

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

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

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

Vehicle Expansion

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

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

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

5. REPORTING AND INVOICING REQUIREMENTS

Operations

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

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

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

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

Vehicle Expansion

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

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

America, and Disadvantaged Business Enterprise requirements.

Preventive Maintenance

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

Project Progress Reporting

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

Outcomes Achieved Reporting

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

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

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

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

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

Expenditures

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

FOR CAPITAL ASSET AGREEMENTS:

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

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator),

and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

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

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

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

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

**Authorizing the General Manager)
to Execute Amendment Number 5)
to ODOT Section 5311(f) Grant)
Agreement No. 35117)**

RESOLUTION NO. 23-19

WHEREAS, the District applied to, and was awarded by, the Oregon Department of Transportation (“ODOT”) for a Section 5311(f) grant for intercity transit services between Tillamook and Portland, vehicle preventive maintenance, and capital equipment purchases; and

WHEREAS, on June 22, 2021, the District entered into ODOT Grant Agreement No. 35117 (the “Grant Agreement”), memorializing a grant in the amount of \$686,000; and

WHEREAS, on August 4, 2021, December 17, 2021, September 16, 2022, the District and ODOT mutually amended items within the Grant Agreement; and

WHEREAS, the District and ODOT mutually desire to modify Exhibit A to extend the Grant Agreement period specifically for the Vehicle Expansion Project only; and

WHEREAS, the District’s Board of Directors wishes to authorize the General Manager to execute Amendment Number 5 to extend the Grant Agreement period specifically for the Vehicle Expansion Project only.

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

that the General Manager is hereby authorized to accept and execute Amendment Number 5 to ODOT Grant Agreement No. 35117 on behalf of the Tillamook County Transportation District, which deletes existing Exhibit A to the Grant Agreement in its entirety and replaces it with the revised Exhibit A, attached to Amendment Number 5 and incorporated herein.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

AMENDMENT NUMBER 5
ODOT GRANT AGREEMENT NO. 35117
Tillamook County Transportation District

The **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as **State**, and **Tillamook County Transportation District**, hereinafter referred to as **Recipient**, entered into an Agreement on **June 22, 2021**, Amendment 1 (one) on **August 4, 2021**, Amendment 2 (two) on **December 17, 2021**, Amendment 3 (three) on **September 16, 2022**. Said Agreement is to secure financial assistance to complete the activities described in Exhibit A.

It has now been determined by **State** and **Recipient** that the Agreement referenced above, although remaining in full force and effect, shall be amended to revise Exhibit A and extend the Agreement period specifically for the Vehicle Expansion Project (p-21-3536-01) only.

Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to "Exhibit A" shall hereinafter be referred to as "Revised Exhibit A."

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (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.

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

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2026** (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.

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Brian Vitulli
3600 Third Street, Suite A
Tillamook, OR 97141-0188
1 (503) 842-3115
bvitulli@tillamookbus.com

State Contact:

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

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 05/16/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 06/15/2021

**Revised Exhibit A
 Project Description and Budget**

Project Description/Statement of Work

Project Title: 5311(f) Tillamook County Transportation District 35117				
<i>Coastliner - Tillamook to Portland Intercity Service.</i>				
P-21-3536-01 Item #2: Bus 30ft				
	\$220,000.00	\$176,000.00	\$44,000.00	Local
P-21-3536-02 Item #1: General Development/Comprehensive Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$15,000.00	\$12,000.00	\$3,000.00	Local
P-21-3536-03 Item #2: 50% Federal Share				
	\$852,000.00	\$426,000.00	\$426,000.00	Local
P-21-3536-04 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$90,000.00	\$72,000.00	\$18,000.00	Local
Sub Total	\$1,177,000.00	\$686,000.00	\$491,000.00	
Grand Total	\$1,177,000.00	\$686,000.00	\$491,000.00	

1. BACKGROUND

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

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

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

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

2. PROJECT DESCRIPTION

Operations

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

The intercity project enhances the statewide transit network by continuing to provide service known as the Coastliner from the Tillamook coastal community to Portland, with stops in Banks, North Plains, Hillsboro, Beaverton, and downtown Portland. With connections to Ride Connection, TriMet, Amtrak, and Greyhound. There are interline agreements in place with Amtrak and Greyhound.

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

This service will run between Tillamook and Portland and has planned stops at the following locations: Banks, North Plains, Hillsboro, Beaverton, and downtown Portland. The service will run adding an additional run this biennium 3 times a day, 7 days a week.

Vehicle Expansion

Purchase 1 transit vehicles as follows: useful life - 10 years and 350,000 miles; approximate length - 30 feet; estimated number of seats - 25-30; estimated number of ADA securement stations - 2; fuel type - diesel.

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

Preventive Maintenance

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

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

Planning

This Agreement provides funding for hiring a planning consultant to support District staff in finding the maximum number of Amtrak/Greyhound interline connections. And, the planning consultant will also support Tillamook County Transportation District staff by facilitating conversations with Washington County and Ride Connection stakeholders to ensure enhanced Coastliner service meets Tillamook County's needs, as well as the residents living in Banks and North Plains.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Operations

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

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

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

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

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

Recipient is encouraged to set realistic goals and establish measurable outcomes for this project. Goals and outcomes can be related to rides provided to seniors and persons with disabilities, number of rides transitioned from demand responsive to fixed route transit through mobility

management efforts, hours of public transportation services to low-income households at the 200 percent poverty threshold, and overall ridership. They can also be related to Environmental Justice goals. Progress meeting established goals and outcomes should be shared in Recipient's agency periodic report.

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

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

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

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

Vehicle Expansion

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

Vehicles Milestones (Dates required) need estimated dates for SOW

- *Project start date - February 1, 2022*
- *FRP/IFB Date - February 1, 2022*
- *Contract Award - May 20, 2022*
- *First Vehicle Delivered - August 31, 2023*
- *All Vehicles Delivered - August 31, 2023*
- *Contract Completion Date - August 31, 2023*

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

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

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

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

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

Preventive Maintenance

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

Preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventive maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

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

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

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

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

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

Planning

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

a) TASK ONE: Amtrak Greyhound Interline Connections

a. Identify maximum connections to interline with Amtrak/Greyhound

b. Assess ridership numbers to see if there will be any unintentional harm to riders if schedules are changed to meet interline connections.

c. Perform public outreach to get input for any substantial schedule changes to maximize interline connections. This can be done onboard Coastliner, and or through social media, website, Transit Application, etc.

d. Assess compiled information for the best way forward to achieving connections, while serving the current transit riders.

e. Notify traveling public, and connecting agencies, as soon as possible of schedule changes that are going to happen, along with the date

b) TASK TWO: Washington County and Ride Connection Stakeholder Conversation

a. Through collaboration assess if enhanced Coastliner service meets Washington County residents in Banks and North Plains

b. Public Outreach to identify needs, if unclear from collaboration meeting.

c. Determine the service that will require long-term financial planning

d. Produce marketing materials

e. Identify fund source(s)

c) TASK THREE: Implementation Plan

Describe the implementation plan(s) and include timelines and milestones for completion of tasks.

d) TASK FOUR: Public Participation Documentation

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

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

Modifications to Project Objectives or Service:

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

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

4. PROJECT ACCOUNTING and MATCHING FUNDING

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

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

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

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

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

Vehicle Expansion

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

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

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

5. REPORTING AND INVOICING REQUIREMENTS

Operations

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

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

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

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

Vehicle Expansion

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

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

Preventive Maintenance

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

Planning

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

encouraged to memorialize the achievement of project deliverables, if applicable. Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.

Project Progress Reporting

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

Outcomes Achieved Reporting

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

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

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

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

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

Expenditures

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

FOR CAPITAL ASSET AGREEMENTS:

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

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

to, asset condition, and vehicle mileage.

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

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

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

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

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

RESOLUTION NO. 23-20

WHEREAS, Tillamook County Transportation District is in need of Janitorial Services that were described and advertised for public bid on March 4, 2022, by the District's Invitation to Bid (1TB); and

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

WHEREAS, based on the quote received, the District recommends purchasing Janitorial Services from Chrissy's Cleaning Services; and

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

Authorizes the General Manager to execute a Janitorial Services Agreement with Chrissy's Cleaning Services in the amount of \$32,000 per year through June 30, 2024.

INTRODUCED AND ADOPTED this 15th day of June 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

PROFESSIONAL SERVICES CONTRACT

This contract for professional services is entered into by and between TILLAMOOK COUNTY TRANSPORTATION DISTRICT, a special district of the State of Oregon, hereinafter referred to as DISTRICT, and **Chrissy's Cleaning Services**, hereinafter called the CONTRACTOR to provide the services described in the District's Invitation to Bid (ITB) issued March 4, 2022, and the Proposal Response, which by this reference hereby made part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This Contract covers the personal services as described in ITB and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence upon contract execution on July 1, 2022 and continue through June 30, 2024.

II. COMPENSATION

A. TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 10 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$32,000**.

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

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

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

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

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

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

III. FEDERAL CONTRACT SPECIAL CONDITIONS

A. Failure to Perform

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

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

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

B. Termination for Convenience

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

C. Compliance with Applicable Law

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

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

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

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

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

D. Reporting Requirements

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

E. Records Maintenance; Access.

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

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

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

F. Patents; Copy Rights; Rights in Data

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

IV. CONSTRAINTS

The CONTRACTOR agrees:

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

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

1. CONTRACTOR shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

V. OWNERSHIP

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

VI. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT Not required by DISTRICT

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

B. AUTOMOBILE LIABILITY

Required by DISTRICT Not required by DISTRICT

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

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

C. PROFESSIONAL LIABILITY

Required by TCTD Not required by TCTD

D. POLLUTION LIABILITY INSURANCE

Required by TCTD Not required by TCTD

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

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

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

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

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

VII. SUBCONTRACTS

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

VII. TERMINATION - AMENDMENT

- A.** This Contract may be terminated by either party upon at least thirty (30) days written notice to the other.
- B.** This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the TCTD.
- C.** This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

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

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

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

By:

By:

Authorized Signature

Authorized Signature

Name/Title (Printed)

Name/Title (Printed)

Date

Date

EXHIBIT A
DISTRICT ITB AND CONTRACTOR PROPOSAL

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

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

**Authorizing the General Manager)
to Submit an ODOT COVID Recovery)
Discretionary Grant Application)**

RESOLUTION NO. 23-21

WHEREAS, the Oregon Department of Transportation’s (ODOT) COVID Recovery Discretionary Grant Program is intended to continue providing direct relief funding to prevent service reductions (or discontinuation of services) resulting from the effects of COVID-19; and

WHEREAS, funds from the COVID Recovery Discretionary Grant Program will prioritize the preservation of services, retention of drivers and critical personnel, and the payment of costs associated with responding to, and recovering from, the COVID-19 pandemic; and

WHEREAS, the COVID Recovery Discretionary Grant Program is comprised of the following estimated sources:

- Coronavirus Aid, Relief, and Economic Security Act (CARES)
 - 5311 Formula (\$1.5 million)
- American Recovery Program Act (ARP)
 - 5311 Formula (\$4 million)
 - Intercity 5311(f) (\$3 million); and

WHEREAS, no match is required for the COVID Recovery Discretionary Grant Program; and

WHEREAS, TCTD is an eligible recipient for funds coming from the COVID Recovery Discretionary Grant Program; and

WHEREAS, TCTD desires to apply for funds available through the Oregon Department of Transportation’s (ODOT) COVID Recovery Discretionary Grant Program to continue providing direct relief funding to prevent service reductions (or discontinuation of services) resulting from the effects of COVID-19.

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

that the General Manager is hereby authorized to submit application(s) to ODOT’s COVID Recovery Discretionary Grant Program to continue providing direct relief funding to prevent service reductions (or discontinuation of services) resulting from the effects of COVID-19.

INTRODUCED AND ADOPTED this 15th day of June, 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

EXHIBIT A

**AGREEMENT BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH
ITS DEPARTMENT OF TRANSPORTATION, RAIL AND PUBLIC TRANSIT DIVISION
AND TILLAMOOK COUNTY TRANSPORTATION DISTRICT
AGREEMENT No. 34734**