

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



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



Wednesday, July 19th, 2023 at 6:00PM

Transportation Building
3600 Third Street, Tillamook, Oregon

nwCONNECTOR

Coordinating Committee Hybrid Meeting

July 14, 2023; 10:00 am—12:00 pm

IN-PERSON

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) 📌 June 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. Bus Stop Project Update	Brian Vitulli
11:05- 11:30a	6. Hydrogen Project a. Zero Emissions Bus Conference b. Feasibility Study Scope of Work	Brian Vitulli/ Sarah Lu Heath
11:30- 11:45p	7. Other Business	All
11:45a – 12:00p	8. Member Updates	All

Attachments:

June 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

June 9, 2023

Virtual meeting called to order at 10:05

In attendance: Cynda Bruce, Brad Dillingham, Jennifer Geisler, Sarah Lu Heath, Paul Lewicki, Arla Miller, Brian Vitulli

Consent Calendar: Minutes reviewed with 'transit development plan' being updated in the May minutes. Consent calendar approval motioned by Brian Vitulli and seconded by Paul Lewicki; approved unanimously.

Marketing Update: The contract is being reviewed by legal.

Elect Vice President: Brad Dillingham nominated John Dreeszen for the Vice President position, the motion was seconded by Cynda Bruce. Paul Lewicki commented that John's knowledge and willingness to help SETD have been invaluable and he is grateful to John for his generosity. It was noted that John was not in attendance and a final vote should proceed in July.

SETD Updates: The Pacific Connector routes, running from Emerald Heights to Cannon Beach is running as is paratransit service. The transit office is and will stay open. The Seaside Transit is and will stay closed. About 30 employees were let go. The district is still awaiting results of an audit.

It was also noted that funds initially awarded to add an Astoria to PDX route would not be received by SETD.

Bus Stop Project: Without SETD transit stops, Pacific City, Hebo, and Waldport remain. To get the project moving, Brian Vitulli will get up to speed on the RFP scope and process.

Hydrogen Feasibility Study: 5304 Planning funds will be publish application in Fall of 2023. 5339 Bus Facility Funding can train low emissions fuel use and more info will be published in Fall of 2023. If the group completes a feasibility study that shows relevant outcomes, a transition plan would be the next step.

Other Business: None.

Member Updates:

SETD: Paul re-iterated that he is employed in a strictly interim position.

BAT: Brad and team are on-boarding new software. BAT is also looking at acquiring new vehicles. The Coast to Valley Route is going quite well.

TCTD: Working on maximizing routes 60x and 70x.

LCT: Cynda remarked that things are going well but staff capacity is fully utilized. To remain sustainable some expansion is in order.

ODOT: Arla announced that LCT, the Siletz Tribes, Corvallis, Albany, and Linn County will all be under her purview.

The group agreed to meet in person at TCTD in July.
Meeting adjourned at 11:11am.



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

DATE: July 19, 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 June 26.
- Hosted July 14 NWOTA meeting.
- Updated the *Board of Directors Manual* and prepared materials for new Board members.
- Coordinating with counsel regarding CBA negotiations.
- Route 70X is currently suspended due to lack of available drivers. Continuing to coordinate with the Public Works Director/Tribal Transportation Program Manager of the Confederated Tribes of Grand Ronde on formally discontinuing the service, but not before engaging customers of the service for feedback.
- Attended SDAO Member Benefit Overview on Grant Opportunities on July 6.
- Met with new ATU, Local 757 Vice President-Assistant Business Representative on July 13.
- Attended NWACT meeting on July 13.

Planning & Development

- 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.
- ODOT Transportation and Growth Management Program grant applications are due July 27, 2023. 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. 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.

- Applied for the final round of ODOT COVID Recovery Fund Discretionary Grant funding on June 15, 2023.

Facility/Property Management

- 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 July 19
 - Construction potentially starts mid- to late-August
 - Substantial completion December 2023/January 2024

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, June 15, 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 6:12 pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Mary Johnson, Board Chair (Zoom)
Gary Hanenkrat, Treasurer
Linda Adler, Secretary **ABSENT**
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
Marni Johnston, Citizen (Zoom)
Jonathan Bean, Citizen
Kathy Kleczek, Citizen (Zoom)
Arla Miller, ODOT (Zoom)

4. **Announcements and Changes to Agenda:** GM Vitulli announced the following changes to the agenda:

Item #30 will not be addressed tonight.

5. **Public & Guest Comments:** None

6. **Executive Session:** None

7. **Budget Hearing**

GM Vitulli announced that the Budget Committee has approved the budget with three changes: Decrease payroll by 5% and move to contingency, add \$12,000 to

Sunset Empire Transit District for partner match, and correct CARE STIF totals based upon information from ODOT.

STATE OF THE DISTRICT REPORT

8. Financial Report: FS Bond gave the following up-to-date financial report:

92% through the fiscal year with payroll under budget. Expenses are lower.

Have new biennium grants coming with grant extensions. Capital grants are delayed. A recap of the status of grants will be presented in August.

NW Rides is 92% throughout the year. Under budget on expenses.

NWOTA has only received 5% of the resources that are budgeted because of the delay on Bus Stop Project reimbursements.

Will be opening a NWOTA bank account. Waiting for new Board Members because updated signature cards will need to be done.

LGIP STIF Reserve Account is open and ready for funding. This will be reported separately in the future.

9. Service Measure Performance Report: OS Reed gave the following updates:

Shared the Service Measure Performance Report via slideshow which are located in the June Board Packet.

Proud of the numbers that we are seeing. Our drivers are stretched thin trying to maintain the service plan that we have currently. We are trying to find ways to continue to fulfill this.

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

John Dreeszen was elected Vice President.

SETD (Sunset Empire Transit District) is still providing the same reduced level of service and likely will not be adding back service for some time. Had to lay off 30 employees and close the Seaside Transit Office.

Dir. Holm added that Governor Kotek visited SETD.

Moving forward with three stops (PC, Hebo, and Waldport) with the Bus Stop Access Project.

Still a lot of interest in Hydrogen Feasibility Study, trying to find the funds for this.

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

Ridership is growing. We are going to add a new provider to help with wheelchair and ambulatory services.

Dir. Holm asked if this is in Clatsop County. BM Hooter replied that this is Eugene, we want to expand in Clatsop County but aren't there yet.

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

a. Administration/Coordination:

Natalie has been updating the Board Manual. Hope to have SDAO training opportunities identified in the future.

Working on CBA negotiations, find a date for both parties to meet.

Meetings with CTGR (Confederate Tribes of Grand Ronde) on updating MOU for 60X and Siletz Tribe 70X services.

b. Planning Development:

PC Shuttle is going well.

c. Grant Funding:

Seeking funding for Transit Development Plan.

Grant application for COVID recovery funding.

d. Facility/Property Development:

Extended and amended agreement with TFCC (Tillamook Family Counseling Center) including an 18-month extension. Got exclusive use of the Conference Center to provide extra room for NW Rides Brokerage Staff.

Dir. Holm asked if we needed that full space. GM Vitulli replied we can use it with the NW Rides staff we have now but can use the space as new positions are added.

Dir. Hanenkrat asked how many workstations we need. FS Bond replied that CCO has set aside money to expand the program with three positions, there is a great need. They are willing to pay rent.

GM Vitulli added that this lease stays the same but with amended items in the new document.

Dir. Holm asked if we are using the Conference Room as temporary space. GM Vitulli replied yes.

GM Vitulli said we found a low bidder on the Transit Center Renovation project. Contract will come to you next month for authorization.

13. **Miscellaneous:** None.

CONSENT CALENDAR

- 14. Motion to Approve the Minutes of May 18th, 2023 Regular Board Meeting
- 15. Motion to Approve the Minutes of May 3rd, 2023 Special Board Meeting
- 16. Motion to Approve the Minutes of May 10th, 2023 Special Board Meeting and Executive Session
- 17. Motion to Approve the Minutes of May 11th, 2023 Budget Committee Meeting
- 18. Motion to Approve May Financial Statement

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

Motion Passed

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

ACTION ITEMS

- 19. #23-11 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2023-2024

Motion by Dir. Holm to Approve #23-11 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2023-2024
Motion seconded by Dir. Hanenkrat.

Motion Passed

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

- 20. #23-12 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (60X)

GM Vitulli explained that these 60X/70X MOU's are separate but related. Met with Public Works Director of Grand Ronde Tribe. Looking to extend 60X MOU. Partnership is working great with great service. Page 74, Item 8, the total should be changed to \$1,305,474 we made an error in calculation.

Motion by Dir. Holm to Approve #23-12 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (60X). *Motion* seconded by Dir. Edwards.

Motion Passed

By Directors Hanenkrat, Adler(ABSENT),

Holm, Edwards, and Board Chair Johnson.

21. #23-13 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Siletz Indians for Intercity Bus Service (60X)

GM Vitulli said this is with the Confederated Tribes of Siletz Indians. Bottom of resolution it lists one amount but should be changed to \$334,934. Page 86, amount should be \$1,305,474. Page 93, value should be \$334,934. Made those changes and will make sure correct versions are submitted.

Motion by Dir. Holm to Approve #23-13 Authorizing the General Manager to Extend an MOU with the Confederate Tribes of Siletz Indians for Intercity Bus Service (60X).
Motion seconded by Dir. Edwards.

Motion Passed

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

22. #23-14 Authorizing the General Manager to Extend a PTA with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (70X)

GM Vitulli discussed that 70X is more service than 60X with lower ridership. It's hard to staff and more costly. Morning routes have been suspended due to staffing, but we have come up with some solutions. After public outreach we are looking to discontinue 70X and use resources to allocate to 60X (Rickreall Park and Ride and Edgewater). Add service to benefit 70X riders.

Dir. Holm asked if this is subsidized by tribes. GM Vitulli replied yes.

Motion by Dir. Holm to Approve #23-14 Authorizing the General Manager to Extend a PTA with the Confederate Tribes of Grand Ronde Indians for Intercity Bus Service (70X). *Motion* seconded by Dir. Hanenkrat.

Motion Passed

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

23. #23-15 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35435

GM Vitulli explained how this grant is a part of 2023-25 biennium. For continued operations and preventative maintenance.

Dir. Holm asked if that makes any changes to the current service. GM Vitulli replied no, this is a continuation.

Motion by Dir. Holm to Approve #23-15 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35435. *Motion* seconded by Dir. Edwards.

Motion Passed

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

24. #23-16 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35436

GM Vitulli explained how this grant is for Capital Purchase of two transit vehicles.

Dir. Holm asked if we already have these in the works. GM Vitulli responded that we have some grant agreements that are being extended to allow for the delays in purchasing vehicles. The new grant deadline is 2027.

FS Bond said the grant agreement number is incorrect on the third “whereas” on the resolution.

Motion by Dir. Holm to Approve #23-16 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement No. 35436 with changes to third whereas on resolution. *Motion* seconded by Dir. Edwards.

Motion Passed

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

25. #23-17 Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement No. 35488

GM Vitulli explained that this grant is going towards Preventative Maintenance in 5310. This is allocated for the public but also for seniors and individuals with disabilities.

Motion by Dir. Holm to Approve #23-17 Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement No. 35488. *Motion* seconded by Dir. Hanenkrat.

Motion Passed

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

26. #23-18 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35116

GM Vitulli said that this grant goes towards an extension because of Capital Purchase of a vehicle. Has been difficult to get in a timely matter.

Motion by Dir. Holm to Approve #23-18 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35116. *Motion* seconded by Dir. Edwards.

Motion Passed

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

27. #23-19 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35117

GM Vitulli expressed that this amendment is to extend the grant deadline to accommodate delays.

Motion by Dir. Holm to Approve #23-19 Authorizing the General Manager to Execute Amendment Number 5 to ODOT Section 5311(f) Grant Agreement No. 35117. *Motion* seconded by Dir. Edwards.

Motion Passed

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

28. #23-20 In the Matter of Authorizing the General Manager to Execute a Personal Services Agreement with Chrissy's Cleaning Service

GM Vitulli discussed that we are asking for a new PSA with Chrissy's Cleaning Service.

Motion by Dir. Holm to Approve #23-20 In the Matter of Authorizing the General Manager to Execute a Personal Services Agreement with Chrissy's Cleaning Service with revision of July 1, 2023-July 1, 2024. *Motion* seconded by Dir. Edwards.

Motion Passed

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

29. #23-21 Authorizing the General Manager to Submit an ODOT COVID Recovery Discretionary Grant Application

GM Vitulli said that this will be the last grant opportunity for COVID relief funds. Hope to attract more staff with this. It's a valuable grant application to go for.

Motion by Dir. Holm to Approve #23-21 Authorizing the General Manager to Submit an ODOT COVID Recovery Discretionary Grant Application. *Motion* seconded by Dir. Edwards.

Motion Passed

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

DISCUSSION ITEMS

30. Staff Comments/Concerns:

General Manager Vitulli: Thank you Dir. Holm and Dir. Edwards for your valuable service to the District, you will be hard to replace.

Operations Superintendent Reed: Recognized FS Bond for work on the budget. This week is a big milestone for the District. Proud to be a part of this organization. Thanked Dir. Holm and Dir. Edwards.

Financial Supervisor Bond: This week marks one year of losing Doug. Never have seen the board work so cohesively together. So glad to have met Dir. Holm and Dir. Edwards, you will be missed. Thanked BC Johnson for her support. Thanked Arla Miller.

Brokerage Manager Hooter: Want to thank Board and Staff for NW Rides support. We are growing but wouldn't be that way without every person here.

Administrative Assistant Zuercher: Thanked Dir. Holm and Dir. Edwards for their service on the Board.

31. Board of Directors Comments/Concerns:

Dir. Holm: It's amazing what transformations have happened here at TCTD. We didn't have 7-day a week service when I started. We are important in this community, North to South. It isn't noticed by a lot of people; they don't know how important this District is. Staff members that guide this, I hope you know how we all appreciate it. Very happy to have been a part of this organization. Believe in self-imposed term limits, this is governance. Urge all new Board Members to understand that this role is unique, and we don't want to be in the weeds of the operations. Make sure policies are in place and the GM is provided with the tools that he needs to run the district. Thanked the rest of the Board Members. It's been a pleasure to work with Dir. Edwards. BC Johnson you are off to a great start, thank you for your leadership. Thanked everyone.

Dir. Adler: (ABSENT)

Dir. Hanenkrat: Thanked all the staff. Dir. Holm and Dir. Edwards, it's been a pleasure working with you.

Board Chair Johnson: Glad Brian asked Dir. Edwards and Dir. Holm to come to the next board meeting. Fight the good fight with the staff, the board appreciates you. Thank you, Dir. Holm and Dir. Edwards, as well as Dir. Hanenkrat for dedicated service. So thankful that Dir. Hanenkrat will be with me.

Dir. Edwards: Thanked everyone. The people here are like a family. Everybody wants to do a good job and that's impressive to me. AA Zuercher you are a jewel, you have taken the reigns during a hard time. FS Bond you keep everyone's head above water. Been wonderful to meet so many people. BC Johnson you are phenomenal. Dir. Hanenkrat has real integrity when people ask about the board. So glad we had this transition. Thanked Arla Miller and GM Vitulli. Anyone can learn things but it's how you talk and that's how you get their character. Leaving the district, I feel comfortable. The district is in good hands.

Adjournment: Board Chair Johnson adjourned the meeting at 7:31 pm.

These minutes approved this 19th day of July 2023.

ATTEST:

Mary Johnson, Board Chair

Brian Vitulli, General Manager

DRAFT

Tillamook County Transportation District Annual Board Meeting Schedule for 2023

January	January 19, 2023
February	February 16, 2023
March	March 16, 2023
April	April 20, 2023
May	May 18, 2023
June (adopt budget)	June 15, 2023
July	July 19, 2023
August	August 16, 2023
September	September 20, 2023
October	October 18, 2023
November	November 15, 2023
December	December 20, 2023

The Board of Directors typically meets on the 3rd Wednesday of the month at 6:00pm unless rescheduled as listed below. The meetings always take place at the Transportation building, in the Bob Kenny Board Hearing Room at 3600 Third Street, Tillamook Oregon 97141.

* Moved to the 4th Wednesday to provide adequate time to complete financial and service performance reports for board packet.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

DIRECTORS POWERS, DUTIES, RESPONSIBILITIES, AND MEMBERSHIP	Number: 10
Adopted by the Board of Directors on January 13, 2005 Last reviewed: July 19, 2023	Pages: 2

Purpose

The purpose of this policy is to specify the requirements for membership on the Board of Directors and the responsibilities of the position as an elected official.

Positions and Terms

1. The Board of Directors of the District shall consist of seven (07) members serving staggered four (04) year terms, following term adjustments as prescribed in HB2853.
2. The Tillamook County Clerk's office provides for each Board member to be identified by a position number. Position numbers shall be transferred to the successors of each Board member.
3. All Board members shall serve at large.

Election of Board Members

The election of Board members shall be conducted as provided by ORS Chapter 255.

Term of Office

Except where the Board is filling a vacancy on the Board, terms of office shall start on July 1 following the election.

Oath of Office

Each newly elected or appointed Board member may take an oath of office at a regularly scheduled, monthly Board meeting.

Qualifications

Board members may not be an employee of the transportation district as provided in ORS 198.115, and this shall take effect in accordance with this statute. No person shall be eligible to be a Board member who is not at the time of election or appointment a primary resident of Tillamook County. No person elected or appointed to the Board shall be seated unless such person meets the qualifications as stated above. If questions exist regarding the eligibility of any candidate, the Board shall obtain an opinion from legal counsel before seating such person.

Maintenance of Eligibility

Board members must maintain their eligibility throughout the term of office. For example, as residency is an eligibility requirement, a director who moves out of the District during the term of office must resign his or her position.

Vacancies

As per ORS 198.320, vacancies on the Board shall be filled by appointment by a majority of the remaining members of the Board. The period of service of a person

appointed to fill a vacancy shall expire on June 30 after the next District election at which a successor is elected to fill the remainder of the term.

Meeting the Needs of the District

It is the policy of the TCTD Board of Directors to exercise those powers granted to it, and to carry out those duties assigned to it by law, in such a way as to best meet the needs of the public.

Primary Duties

The TCTD Board of Directors has the following primary responsibilities: To adopt the annual budget, create and interpret District policies, hire the District's General Manager and serve as its contract review board.

Formulation and Interpretation of District Policy

The most important activity of the Board is the formulation and interpretation of District policies. The Board shall establish policy, reserving to itself all authority and responsibility not expressly assigned to other District officers and personnel.

Emergencies

The Board may appoint members of the Board to temporarily fill District staff positions in an emergency situation. The Board must declare the lack of staff an emergency and set forth time limits of the appointments.

Board Members Authorized By Official Board Action Only

No individual Board member may speak for or act on behalf of the Board or District, except as authorized to do so by official Board action as recorded in the official minutes, guidelines, or policies of the District.

Ethical Standards

Board members act as representatives of the citizens of the District. Therefore, Board members shall adhere to the highest ethical standards in the conduct of District business.

Board Member Education

In order to effectively carry out their duties, Board members should be adequately informed. **Members are required to attend at least one (1) conference and/or other training programs as the Board may authorize.**

Public Accountability

Board members need to keep the public informed on all District matters, make decisions based on the transportation needs of the public, spend the District's money with prudence and trust, and place the needs of the public above the ambitions of the Board or the District.

Board Member Compensation

Members will be paid a \$50 stipend per meeting for attendance at public meetings convened for the purpose of conducting TCTD business, pursuant to ORS 198.190. Such compensation shall not be deemed lucrative. Board members shall be reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official District duties.

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

**Authorizing Signing Authority for
District Bank and Investment
Accounts**

RESOLUTION NO. 23-22

WHEREAS, the Tillamook County Transportation District (the "District") invests District funds through the Local Government Investment Pool (LGIP) as well as Umpqua Bank;

WHEREAS, all transactions must be authorized by an approved signer on behalf of the District.

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

1. That Mary Johnson, Linda Adler, Gary Hanenkrat, Thomas Fiorelli, Marni Johnston, Jim Heffernan, and Jonathan Bean are Directors of the District, and are hereby authorized to sign on behalf of the District for the LGIP and Umpqua Bank accounts.
2. That Brian Vitulli is the General Manager and hereby is authorized to sign on behalf of the District for the LGIP and Umpqua Bank accounts.
3. Any designated depository ("Bank") of the District is authorized and directed to honor and pay any checks, drafts, or other orders for the payment of money withdrawing funds from any account of the District when bearing or purporting to bear the facsimile signatures of the persons identified in Sections One and Two of this Resolution, whether such facsimile signatures be made by stamp, machine, or other mechanical device.
4. This Resolution shall become effective immediately upon its passage and shall remain in force until revoked by written notice to the affected bank of the action taken by the Board of Directors of the District. This Resolution supersedes previous motions and resolutions regarding authorized signers for District investment and bank accounts.

INTRODUCED AND ADOPTED this 19th day of July 2023.

ATTEST:

Mary Johnson, Board Chair

Brian Vitulli, General Manager

BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager)
to Enter into a Janitorial Services)
Agreement with Marie Mills Center)
for the Downtown Transit Center)

RESOLUTION NO. 23-24

WHEREAS, Tillamook County Transportation District (TCTD) seeks to contract for the provision of janitorial services at the Tillamook Downtown Transit Center; and

WHEREAS, Marie Mills Center, Inc. is a qualified contractor to provide such services; and

WHEREAS, Marie Mills Center, Inc. is recognized by the Oregon Department of Administrative Services as a Qualified Rehabilitation Facility for purposes of public contracting; and

WHEREAS, the District wishes to enter into a contract with Marie Mills Center, Inc. for the performance of janitorial services as outlined on the Janitorial Services Agreement Exhibit A; and

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

that the Tillamook County Transportation District Board of Directors authorizes the General Manager to Execute a Janitorial Service Agreement in the amount of \$15,960.82 with Marie Mills Center for janitorial services at the Tillamook Downtown Transit Center.

INTRODUCED AND ADOPTED this 19th day of July 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

Marie Mills Center, Inc.

Vocational & Residential Services

Serving Tillamook County Since 1969



We Build Abilities

1800 Front Street, Tillamook, Oregon 97141 • (503) 842-2539 • Fax (503) 842-8028
www.mariemillscenter.com

JANITORIAL SERVICES AGREEMENT

To: Tillamook County Transportation District
3600 Third Street
Tillamook OR 97141

Date: May 11, 2023
Telephone: 503-815-8283

This agreement is between MARIE MILLS CENTER INC., and Tillamook County Transit District (Transit Center). Marie Mills Center will furnish all materials and perform all labor necessary to complete the tasks indicated:

SEE EXHIBIT "A" FOR SCOPE OF WORK

All other duties will be on an as needed basis at a cost agreed upon by both parties.

This contract will be in effect from July 1, 2023 to June 30, 2024 and may be terminated by either party upon thirty day's written notice.

All of the above work to be completed in a substantial and workmanlike manner in accordance with standard practices TCTD shall pay One Thousand Three Hundred Thirty dollars and 07/100 (\$1,330.07) per month (6 days per week) for services performed. The total cost of this agreement shall not exceed **Total annual cost of \$15,960.82**

Tillamook County Transportation District will make payment by the fifteenth (15th) day of the month following the completion of each month's services; services for a portion of a month will be prorated. If account balance is in arrears, advance payment may be required before further services are provided. Past due accounts may be charged interest at the rate of 1.5% of the Past Due amount per month.

Any alteration or deviation from the above term or specifications must be mutually agreed to, in writing, by the parties.

** Except as provided below, or as otherwise provided by applicable law, Contractor shall defend and indemnify TCTD and its officers, employees, and agents from all claims arising from the Services, including claims arising from injury to any person or damage to property; breach of this Contract by Contractor; or violation of applicable law by Contractor. Contractor will not be responsible for claims resulting solely from the negligence or other wrongful acts or omissions of TCTD or TCTD's officers, employees, or agents.

** Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers" employed to perform the Services. Before performing any Services, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage or certify that no subject workers will perform Services.

** At all times while Contractor is performing Services at the Premises, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy.

In the event either party files suit to enforce any term of this agreement, reasonable attorney fees and costs shall be paid to the prevailing party, including any attorney fees and costs incurred in any appellate proceeding.

Acceptance and participation are the same for everyone without regard to race, color, national origin, sex, or handicap.



MARIE MILLS CENTER, INC.

5/11/23

Marie Mills Center, Inc. Representative

Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above agreement; for which the undersigned agrees to pay the amount mentioned in said agreement, and according to the terms thereof.

Company Representative

Date

Print Name

TCTD TRANSIT CENTER

JOB COMPONENTS

TRANSIT CENTER

Sunday through Monday (6 days weekly)

Clean, Sanitize, sweep & mop floors, and restock restrooms (including walls and floors) in two bathrooms

Dust windowsills and other flat surfaces

Wipe down seats in waiting area

Sweep and mop all resilient floors

Empty Trash

Clean all glass doors

ONE TIME PER WEEK

CLEAN OFFICE:

Empty trash

Vacuum Carpet

Dust Flat surfaces (do not move papers on desk)

ONE TIME PER MONTH

WINDOWS

CLEAN ALL GLASS WINDOWS AND DOORS INSIDE AND OUTSIDE UP TO 8 FEET

UPDATED 5/11/2023

BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT

Authorizing the General Manager)
to Enter into a Janitorial Services)
Agreement with Marie Mills Center)
for the TCTD Administrative Building)

RESOLUTION NO. 23-25

WHEREAS, Tillamook County Transportation District (TCTD) seeks to contract for the provision of janitorial services at the District's administrative and operations offices; and

WHEREAS, Marie Mills Center, Inc. is a qualified contractor to provide such services; and

WHEREAS, Marie Mills Center, Inc. is recognized by the Oregon Department of Administrative Services as a Qualified Rehabilitation Facility for purposes of public contracting; and

WHEREAS, the District wishes to enter into a contract with Marie Mills Center, Inc. for the performance of janitorial services outlined on the Janitorial Services Agreement Attachment A; and

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

that the Tillamook County Transportation District Board of Directors authorizes the General Manager to Execute a Janitorial Service Agreement in the amount of \$6,735.28 to Marie Mills Center for janitorial services at the TCTD administrative and operations building.

INTRODUCED AND ADOPTED this 19th day of July 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

Marie Mills Center, Inc.

Vocational & Residential Services

Serving Tillamook County Since 1969



We Build Abilities

1800 Front Street, Tillamook, Oregon 97141 • (503) 842-2539 • Fax (503) 842-8028

JANITORIAL SERVICES AGREEMENT

To: **Tillamook County Transportation District**
3600 Third Street
Tillamook OR 97141

Date: **May 11, 2023**
Telephone: **503-815-8283**

This agreement is between MARIE MILLS CENTER INC. and Tillamook County Transportation District. Marie Mills Center will furnish all materials and perform all labor necessary to complete the tasks as indicated:

SEE EXHIBIT "A" FOR SCOPE OF WORK

All other duties will be on an as needed basis as agreed upon by both parties.

This contract will be in effect from July 1, 2023 to June 30, 2024 and may be terminated by either party upon thirty-day written notice.

All the above work to be completed in a substantial and workmanlike manner in accordance with standard practices for the sum of Five Hundred Sixty-One Dollars and 27/100 (\$561.27) dollars per month. The total cost of this agreement will not exceed total annual cost of \$6735.28

Tillamook County Transportation District will make payment by the fifteenth (15th) day of the month following the completion of each month's services; services for a portion of a month will be prorated. If account balance is in arrears, advance payment may be required before further services are provided. Past due accounts may be charged interest at the rate of 1.5% of the Past Due amount per month.

Any alteration or deviation from the above terms or specifications must be mutually agreed to, in writing, by the parties.

** Except as provided below, or as otherwise provided by applicable law, Contractor shall defend and indemnify TCTD and its officers, employees, and agents from all claims arising from the Services, including claims arising from injury to any person or damage to property; breach of this Contract by Contractor; or violation of applicable law by Contractor. Contractor will not be responsible for claims resulting solely from the negligence or other wrongful acts or omissions of TCTD or TCTD's officers, employees, or agents.

** Contractor is a "subject employer" as defined in ORS 656.005 and shall comply with ORS 656.017. Contractor shall provide workers' compensation coverage for "subject workers" employed to perform the Services. Before performing any Services, Contractor shall provide a certificate of insurance for workers' compensation coverage or other proof of coverage or certify that no subject workers will perform Services.

** At all times while Contractor is performing Services at the Premises, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTD's officers, employees, and agents will be named as additional insureds on an endorsement to each policy.

In the event either party files suit to enforce any term of this agreement, reasonable attorney fees and costs shall be paid to the prevailing party, including any attorney fees and costs incurred in any appellate proceeding.

Acceptance and participation are the same for everyone without regard to race, color, national origin, sex, or handicap.

MARIE MILLS CENTER, INC.

5/11/2023

Marie Mills Center, Inc. Representative

Date

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above agreement; for which the undersigned agrees to pay the amount mentioned in said agreement, and according to the terms thereof.

Company Representative

Date

TCTD

JOB COMPONENTS

OFFICE BUILDING

FRIDAY

Empty Trash and restock paper products and soap restrooms in TCTD office area
Vacuum all carpeted areas including TCTD offices (if unlocked), Main conference room (if unlocked),
Dust windowsills and other flat surfaces (papers on desks will not be moved or disturbed)
Empty Trash in Lunchroom in TFCC area.

PUBLIC AREA

FRIDAY

Public Restrooms – Empty Trash and restock paper products and soap
Vacuum Conference room near (janitorial room), Foyer, Lobby and Hall Public area
Dust windowsills and other flat surfaces

OFFICE BUILDING

WEDNESDAY

TCTD Office -- Restrooms – Empty Trash and restock paper products and soap

PUBLIC AREA

WEDNESDAY

Public Restrooms – Empty Trash and restock paper products and soap

MAKE SURE THAT JANITORIAL DOOR IS LOCKED

EXTRAS

As needed and costs will be agreed upon by both parties.

UPDATED 5/11/23

Tillamook County Transportation District

Normal Trial Balance

From 6/1/2023 Through 6/30/2023

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	238,150.37	
1006	Payroll Checking #5614		47,599.16
1009	NW RIDES ACCOUNT #8510	727,088.52	
1011	Prop. Mgmt. Checking #7071	15,923.27	
1020	LGIP - General Account	221,582.05	
1030	LGIP - Capital Reserve	2,196,838.97	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		3,399,783.18	47,599.16
		<hr/>	<hr/>
Report Difference		3,352,184.02	
		<hr/>	

CP
7/18/23

Tillamook County Transportation District

Financial Statement

From 6/1/2023 Through 6/30/2023

	Current		Current Year Actual	Total Budget	Total Budget Variance	100%
	Period Actual	Period Budget				
Resources						
Working Capital		3,750.00	(12,354.50)	2,971,835.00	(2,984,189.50)	(0.41)%
Fares	19,114.50	22,916.63	238,014.46	200,000.00	38,014.46	119.00%
Contract Revenue	(24,464.26)	79,583.37	817,483.01	955,000.00	(137,516.99)	85.60%
NWR Revenue	0.00	0.00	20,607.87	0.00	20,607.87	0.00%
Property Tax	31,577.12	89,510.37	1,130,144.18	1,074,124.00	56,020.18	105.21%
Past Years Property Tax	1,601.77	2,916.63	32,631.02	25,000.00	7,631.02	130.52%
State Timber Revenue	0.00	25,000.00	227,701.64	325,000.00	(97,298.36)	70.06%
Mass Transit State Payroll Tax	0.00	7,083.37	127,436.60	85,000.00	42,436.60	149.92%
STIF Formula	200,000.00	0.00	333,589.00	371,262.00	(37,673.00)	89.85%
Capital Grants	0.00	73,691.12	0.00	884,293.00	(884,293.00)	0.00%
Grants - FTA 5311	0.00	87,752.88	263,784.00	1,053,035.00	(789,251.00)	25.04%
Grants - COVID	0.00	0.00	0.00	690,000.00	(690,000.00)	0.00%
Grants - STF	0.00	16,925.00	67,700.00	67,700.00	0.00	100.00%
Grants - 5311 (f)	0.00	36,750.00	72,296.00	441,000.00	(368,704.00)	16.39%
Grants - 5310	0.00	12,619.12	0.00	151,429.00	(151,429.00)	0.00%
Grants - 5305	0.00	2,953.13	1,953.00	35,438.00	(33,485.00)	5.51%
Special Bus Operations	0.00	83.37	846.50	1,000.00	(153.50)	84.65%
Miscellaneous Income	1,336.23	7,083.37	14,346.33	85,000.00	(70,653.67)	16.87%
Sale of Assets - Income	0.00	10,000.00	2,390.00	10,000.00	(7,610.00)	23.90%
Interest Income	8,475.09	958.26	80,960.16	11,500.00	69,460.16	704.00%
Lease Income	1,700.00	2,000.00	25,700.00	24,000.00	1,700.00	107.08%
Lease Operational Exp Income	0.00	1,250.00	7,989.45	15,000.00	(7,010.55)	53.26%
Transfer From General Fund	0.00	0.00	0.00	39,000.00	(39,000.00)	0.00%
Transfer from STF Fund	0.00	0.00	0.00	50,039.00	(50,039.00)	0.00%

MONTHLY BOD Report w/YTD Budget & Variance-1to7,10

Tillamook County Transportation District
Financial Statement

From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Transfer from NWOTA	4917 0.00	0.00	0.00	3,000.00	(3,000.00)	0.00%
Transfer from STIF Fund	4918 0.00	0.00	0.00	700,000.00	(700,000.00)	0.00%
Total Resources	<u>239,340.45</u>	<u>482,826.62</u>	<u>3,453,218.72</u>	<u>10,268,655.00</u>	<u>(6,815,436.28)</u>	<u>33.63%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010 63,424.36	40,833.37	451,890.29	490,000.00	38,109.71	92.22%
Payroll: Dispatch	5020 10,878.33	12,615.12	108,318.65	175,000.00	66,681.35	61.89%
Payroll: Drivers	5030 155,254.37	137,500.00	1,268,270.73	1,650,000.00	381,729.27	76.86%
Payroll: Maintenance	5040 12,852.66	12,833.37	113,098.28	154,000.00	40,901.72	73.44%
Payroll Expense	5050 21,394.69	16,250.00	180,205.27	195,000.00	14,794.73	92.41%
Payroll Healthcare	5051 21,112.77	44,833.37	443,069.43	538,000.00	94,930.57	82.35%
Payroll Retirement	5052 3,222.26	8,125.00	80,461.95	97,500.00	17,038.05	82.52%
Payroll Veba	5053 2,926.28	4,041.63	37,138.19	48,500.00	11,361.81	76.57%
Workers Compensation Ins.	5055 0.00	5,750.00	18,980.83	47,000.00	28,019.17	40.38%
Total Personnel Services	<u>291,065.72</u>	<u>282,781.86</u>	<u>2,701,433.62</u>	<u>3,395,000.00</u>	<u>693,566.38</u>	<u>79.57%</u>
Materials and Services						
Miscellaneous Expense	5060 0.00	0.00	242.30	0.00	(242.30)	0.00%
Professional Services	5100 9,224.20	8,333.37	139,399.58	100,000.00	(39,399.58)	139.39%
Planning	5103 0.00	0.00	0.00	100,000.00	100,000.00	0.00%
Legal Advertising	5110 0.00	0.00	713.40	0.00	(713.40)	0.00%
Dues & Subscriptions	5120 11,605.98	1,000.00	20,445.98	12,000.00	(8,445.98)	170.38%
Elections	5130 8,113.14	0.00	8,113.14	0.00	(8,113.14)	0.00%
Office Equipment R&R	5140 231.00	333.37	1,910.86	4,000.00	2,089.14	47.77%
Computer R&M	5145 4,095.01	4,125.00	31,698.37	49,500.00	17,801.63	64.03%

Tillamook County Transportation District

Financial Statement

From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Fees & Licenses	5150 1,868.45	2,500.00	15,739.68	30,000.00	14,260.32	52.46%
Insurance	5160 0.00	12,916.74	130,534.78	155,000.00	24,465.22	84.21%
Office Expense	5170 294.19	1,250.00	15,249.22	15,000.00	(249.22)	101.66%
Board Expense	5175 2,519.09	1,083.37	22,808.18	13,000.00	(9,808.18)	175.44%
Operational Expense	5180 4,403.23	6,041.63	62,794.51	72,500.00	9,705.49	86.61%
Drug & Alcohol Administration	5185 150.00	208.37	2,095.00	2,500.00	405.00	83.80%
Marketing	5190 658.23	5,833.37	26,516.10	70,000.00	43,483.90	37.88%
NWOTA Expense	5195 0.00	0.00	330.96	0.00	(330.96)	0.00%
Telephone Expense	5210 2,373.95	1,875.00	16,397.93	22,500.00	6,102.07	72.87%
Travel & Training	5220 267.26	3,916.63	14,841.74	47,000.00	32,158.26	31.57%
Uniforms	5230 0.00	0.00	1,816.65	0.00	(1,816.65)	0.00%
Vehicle Expense	5240 35,843.61	10,416.63	236,752.65	125,000.00	(111,752.65)	189.40%
Diesel & Gasoline Fuel	5245 33,976.38	33,333.37	385,983.39	400,000.00	14,016.61	96.49%
Propane Fuel	5247 975.26	0.00	10,351.80	30,000.00	19,648.20	34.50%
Postage	5260 164.72	166.63	1,310.23	2,000.00	689.77	65.51%
Purchased Transportation	5265 0.00	0.00	(54.99)	0.00	54.99	0.00%
Member Mileage Reimbursement	5266 5,000.00	0.00	18,054.99	0.00	(18,054.99)	0.00%
Mgmt/Labor Recreation Fund	5270 0.00	275.63	1,323.01	3,308.00	1,984.99	39.99%
Office Rent	5281 0.00	0.00	3,225.00	0.00	(3,225.00)	0.00%
Transit Center Maint	5285 42.85	2,083.37	20,071.92	25,000.00	4,928.08	80.28%
COVID Expense	5291 0.00	57,500.00	5,860.19	690,000.00	684,139.81	0.84%
Property Operating Expense	5300 1,659.46	2,125.00	24,509.65	26,000.00	1,490.35	94.26%
Property Maint. & Repair	5340 2,080.00	2,500.00	35,358.66	30,000.00	(5,358.66)	117.86%
Operations Facility Maint.	5346 302.07	333.37	4,479.20	4,000.00	(479.20)	111.98%
Total Materials and Services	125,848.08	158,150.85	1,258,874.08	2,028,308.00	769,433.92	62.07%

Tillamook County Transportation District
Financial Statement

From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Special Payments						
STF Payments to Recipients	0.00	5,500.00	17,660.52	17,661.00	0.48	99.99%
STIF Payments to Recipients	0.00	0.00	6,000.00	6,000.00	0.00	100.00%
Total Special Payments	0.00	5,500.00	23,660.52	23,661.00	0.48	100.00%
Transfers						
Transfer to Property Mgmt	0.00	0.00	0.00	29,000.00	29,000.00	0.00%
Transfer to General Fund	0.00	0.00	0.00	750,039.00	750,039.00	0.00%
Transfer to Vehicle Reserve	0.00	0.00	0.00	10,000.00	10,000.00	0.00%
Transfer to NWOTA Fund	0.00	0.00	0.00	667,923.00	667,923.00	0.00%
Reserve for Future Expenditure	0.00	0.00	0.00	1,316,835.00	1,316,835.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	591,097.00	591,097.00	0.00%
Total Transfers	0.00	0.00	0.00	3,364,894.00	3,364,894.00	0.00%
Capital Outlay						
Debt Service						
PUD Loan Expense	0.00	0.00	5,688.94	0.00	(5,688.94)	0.00%
OTIB TVC Loan 0071	0.00	541.63	5,479.32	6,500.00	1,020.68	84.29%
OTIB Loan 0061	0.00	0.00	26,310.44	32,000.00	5,689.56	82.22%
Total Debt Service	0.00	541.63	37,478.70	38,500.00	1,021.30	97.35%
Capital Purchases						
Building Repair & Renovation	0.00	25,000.00	9,934.19	25,000.00	15,065.81	39.73%
Bus Replacement/Addition	0.00	70,833.37	3,114.83	850,000.00	846,885.17	0.36%
Van Replacement/Addition	0.00	7,916.63	0.00	95,000.00	95,000.00	0.00%
Computer Upgrade	0.00	833.37	0.00	10,000.00	10,000.00	0.00%
Fuel Cell Triangulation Point	0.00	6,000.00	0.00	6,000.00	6,000.00	0.00%
Video & Security Equip Upgrade	0.00	0.00	708.75	0.00	(708.75)	0.00%

Tillamook County Transportation District

Financial Statement

From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
6040 Bus Stop Signage/Shelters	0.00	10,416.63	90.59	125,000.00	124,909.41	0.07%
6050 Other Capital Projects	345.00	25,607.63	101,751.93	307,292.00	205,540.07	33.11%
Total Capital Purchases	345.00	146,607.63	115,600.29	1,418,292.00	1,302,691.71	8.15%
Total Capital Outlay	345.00	147,149.26	153,078.99	1,456,792.00	1,303,713.01	10.51%
Total Expenses	417,258.80	593,581.97	4,137,047.21	10,268,655.00	6,131,607.79	40.29%

Tillamook County Transportation District

Financial Statement

From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Resources						
Working Capital	0.00	0.00	0.00	475,000.00	(475,000.00)	0.00%
NWR Revenue	425,294.76	358,333.37	4,854,759.96	4,300,000.00	554,759.96	112.90%
NWR Reserve	0.00	0.00	5,486.78	0.00	5,486.78	0.00%
Total Resources	<u>425,294.76</u>	<u>358,333.37</u>	<u>4,860,246.74</u>	<u>4,775,000.00</u>	<u>85,246.74</u>	<u>101.79%</u>
Expenses						
Personnel Services						
Payroll: Administration	41,892.29	31,500.00	326,576.59	378,000.00	51,423.41	86.39%
Payroll: Indirect	1,039.80	833.37	16,443.60	15,000.00	(1,443.60)	109.62%
Payroll Expense	4,483.36	2,500.00	31,733.12	30,000.00	(1,733.12)	105.77%
Payroll Healthcare	6,468.50	10,416.63	98,980.23	125,000.00	26,019.77	79.18%
Payroll Retirement	1,398.46	1,666.63	12,825.96	20,000.00	7,174.04	64.12%
Payroll Veba	585.70	1,137.50	7,987.66	13,650.00	5,662.34	58.51%
Workers Compensation Ins.	0.00	500.00	500.00	500.00	0.00	100.00%
Total Personnel Services	<u>55,868.11</u>	<u>48,554.13</u>	<u>495,047.16</u>	<u>582,150.00</u>	<u>87,102.84</u>	<u>85.04%</u>
Materials and Services						
Miscellaneous Expense	0.00	0.00	0.09	0.00	(0.09)	0.00%
Professional Services	0.00	833.37	840.00	10,000.00	9,160.00	8.40%
Office Equipment R&R	231.00	208.37	1,910.86	2,500.00	589.14	76.43%
Computer R&M	2,548.55	1,250.00	23,897.93	15,000.00	(8,897.93)	159.31%
Fees & Licenses	14,960.00	10,962.50	41,571.72	131,550.00	89,978.28	31.60%
Insurance	0.00	0.00	(0.06)	8,000.00	8,000.06	0.00%
Office Expense	39.16	416.63	3,966.14	5,000.00	1,033.86	79.32%
Operational Expense	25.00	125.00	4,244.57	1,500.00	(2,744.57)	282.97%

Tillamook County Transportation District

Financial Statement

From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
5185 Drug & Alcohol Administration	45.00	0.00	180.00	0.00	(180.00)	0.00%
5210 Telephone Expense	3,280.89	1,666.63	26,473.12	20,000.00	(6,473.12)	132.36%
5220 Travel & Training	0.00	125.00	398.55	1,500.00	1,101.45	26.57%
5260 Postage	0.00	83.37	49.75	1,000.00	950.25	4.97%
5265 Purchased Transportation	47,751.05	267,500.00	3,188,108.09	3,210,000.00	21,891.91	99.31%
5266 Member Mileage Reimbursement	30,000.00	12,833.37	185,195.00	154,000.00	(31,195.00)	120.25%
5267 Volunteer Mileage Reimburse	40,434.91	22,916.63	365,218.69	275,000.00	(90,218.69)	132.80%
5281 Office Rent	4,400.00	400.00	4,800.00	4,800.00	0.00	100.00%
5291 COVID Expense	0.00	0.00	1,754.23	0.00	(1,754.23)	0.00%
5300 Property Operating Expense	0.00	250.00	270.84	3,000.00	2,729.16	9.02%
Total Materials and Services	143,715.56	319,570.87	3,848,879.52	3,842,850.00	(6,029.52)	100.16%
Transfers						
9175 Reserve for Future Expenditure	0.00	0.00	0.00	350,000.00	350,000.00	0.00%
Total Transfers	0.00	0.00	0.00	350,000.00	350,000.00	0.00%
Total Expenses	199,583.67	368,125.00	4,343,926.68	4,775,000.00	431,073.32	90.97%

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Resources						
Working Capital	0.00	0.00	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	0.00	0.00	48,000.00	170,121.00	(122,121.00)	28.21%
Transfer From General Fund	0.00	0.00	0.00	667,923.00	(667,923.00)	0.00%
Total Resources	0.00	0.00	48,000.00	918,044.00	(870,044.00)	5.23%
Expenses						
Materials and Services						
Professional Services	0.00	416.63	474.50	5,000.00	4,525.50	9.49%
Administrative Support	0.00	1,666.63	16,680.34	25,000.00	8,319.66	66.72%
Website Maintenance	0.00	3,833.37	18,892.45	46,000.00	27,107.55	41.07%
Dues & Subscriptions	0.00	0.00	3,369.40	0.00	(3,369.40)	0.00%
Marketing	0.00	3,333.37	0.00	40,000.00	40,000.00	0.00%
NWOTA Expense	0.00	0.00	839.52	0.00	(839.52)	0.00%
Travel & Training	0.00	0.00	184.41	0.00	(184.41)	0.00%
Total Materials and Services	0.00	9,250.00	40,440.62	116,000.00	75,559.38	34.86%
Transfers						
Transfer to General Fund	0.00	0.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	31,500.00	31,500.00	0.00%
Total Transfers	0.00	0.00	0.00	34,500.00	34,500.00	0.00%
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	0.00	0.00	0.00	767,544.00	767,544.00	0.00%
Total Capital Purchases	0.00	0.00	0.00	767,544.00	767,544.00	0.00%

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia

From 6/1/2023 Through 6/30/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	100%
Total Capital Outlay	0.00	0.00	0.00	767,544.00	767,544.00	0.00%
Total Expenses	0.00	9,250.00	40,440.62	918,044.00	877,603.38	4.41%

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 6/1/2023 Through 6/30/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
17889	6/13/2023	0.00		
17915	6/1/2023	95.00	ALFRED BARRAGAN	DOT MED CARD REIMBURSEMENT
17916	6/15/2023	695.57	ABILA	ABILA MANAGED PLAN 7/15-8/14/2023
17917	6/15/2023	343.00	ALL CLEAR AUDIO AND GLASS LLC	202 WINDSHIELD
17918	6/15/2023	144.72	ALSCO - Portland Linen	INV# LPOR3013225/3019927
17919	6/15/2023	10,000.00	AMERICAN PUBLIC TRANSP. ASSOC.	APTA DUES 7/1-6/30/24
17920	6/15/2023	623.61	ASTOUND	Phone Services 4/27-5/26/2023
17921	6/15/2023	95.00	BIO-MED TESTING SERVICE, INC.	Pre employment/return to duty tests
17922	6/15/2023	17,804.09	CARSON OIL CO INC	FUEL 5/16-5/31/2023
17922	6/15/2023	14,871.38	CARSON OIL CO INC	FUEL 5/1-5/15/2023
17923	6/15/2023	40.00	CENTURYLINK	4/20-5/19/2023
17924	6/15/2023	492.07	CINTAS	ROA MAY 2023
17925	6/15/2023	42.85	City Of Tillamook	TVC WATER MAY 2023
17926	6/15/2023	505.40	Coast Printing & Stationery	PC SHUTTLE POSTERS/BROCHURES
17927	6/15/2023	161.20	COUNTRY MEDIA	INV# 630994/632193
17928	6/15/2023	150.84	CRYSTAL AND SIERRA SPRINGS	MAY 2023 WATER SERVICE
17929	6/15/2023	745.32	O'REILLY AUTOMOTIVE STORES	5/3-5/12/2023
17930	6/15/2023	876.60	E & E Auto Body, Inc.	VAN REPAIRS
17931	6/15/2023	4,780.61	FleetPride, Inc.	5/4-5/26/2023
17932	6/15/2023	1,059.75	GISI MARKETING GROUP	PACIFIC CITY POSTCARDS
17933	6/15/2023	4,319.16	INTERCLEAN EQUIPMENT, INC.	BMF Service Call
17934	6/15/2023	95.00	JOHN CLINE	DOT MED CARD
17935	6/15/2023	3,189.00	JORDAN RAMIS, PC	LEGAL SERVICES 5/2023
17936	6/15/2023	166.25	KATHLEEN SCHWABE	EMPLOYEE RETIREMENT MEAL/FUEL
17937	6/15/2023	1,378.05	KITTELSON & ASSOCIATES, INC.	Coordinated Plan Grant 35137
17938	6/15/2023	3,748.05	LES SCHWAB WAREHOUSE CENTER	5/3-5/20/2023
17939	6/15/2023	1,500.00	MakeShift	Payroll support fix route
17940	6/15/2023	2,350.16	DAVISON AUTO PARTS, INC.	4/27-5/25/2023
17941	6/15/2023	1,125.00	NATHAN LEVIN	JULY 2023 LEASE PAYMENT
17942	6/15/2023	1,275.03	Ocean Crest Motors	Parts-Fender/Door
17943	6/15/2023	231.08	Office Depot Credit Plan	Office supplies May 2023
17944	6/15/2023	9.00	OR DEPT OF MOTOR VEHICLES	DMV Reports May 2023
17945	6/15/2023	46.25	Oregon State Police	Background Check
17946	6/15/2023	202.00	Pacific Office Automation	TCTD USAGE METER 4/19-5/18/2023
17946	6/15/2023	306.00	Pacific Office Automation	TCTD COPIER LEASE 5/15-6/14/2023
17947	6/15/2023	2,012.50	PLANNING SOLUTIONS	TCTD KITCHEN,DISPATCH,TRANSIT GRANT 35193
17948	6/15/2023	94.09	PRECISION IMAGES	PLAN BUILDING/TVC RENOVATION GRANT 35193
17948	6/15/2023	67.99	PRECISION IMAGES	PLAN BUILDING/TVC RENOVATION GRANT 35193
17949	6/15/2023	408.00	Prevailing Communications	KENWOOD MICROPHONE REPLACEMENTS
17950	6/15/2023	614.33	Rosenberg Builders Supply	5/5-5/25/2023
17951	6/15/2023	320.64	Schetky Northwest Sales, Inc.	ROA MAY 2023
17952	6/15/2023	1,359.00	SPECIAL DISTRICTS INS. SERVICE	May 2023 Property Insurance
17953	6/15/2023	95.00	STEVE SCHWABE	DOT MED CARD
17954	6/15/2023	25.00	Tillamook Chamber of Commerce	SPONSOR 2ND OR 3RD PLACE JUNE DAIRY PARADE
17955	6/15/2023	3,263.86	TILLAMOOK DIESEL REPAIR	VEHICLE MAINTENANCE
17955	6/15/2023	3,083.86	TILLAMOOK DIESEL REPAIR	VEHICLE MAINTENANCE
17956	6/15/2023	1.99	TILLAMOOK FARMERS COOP	FASTENERS
17957	6/15/2023	46.82	Tillamook PUD	LB ELECTRIC 4/12-5/12/2023
17957	6/15/2023	36.30	Tillamook PUD	SB 4/12-5/12/2023
17957	6/15/2023	106.12	Tillamook PUD	TRANSIT 4/12-5/12/2023

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 6/1/2023 Through 6/30/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
17958	6/15/2023	3,369.40	TRILLIUM SOLUTIONS, INC.	NWOTA WEBSITE IMPROVEMENTS MAY 2023
17958	6/15/2023	568.75	TRILLIUM SOLUTIONS, INC.	NOWTA WEBSITE DEVELOPMENT
17959	6/15/2023	59.95	VANIR BROADBAND, INC.	INTERNET ACCESS FEE JULY 2023
17960	6/15/2023	400.80	VERIZON	TABLET CELL SERVICE 5/27-6/26/2023
17961	6/15/2023	24,464.26	CONFEDERATED TRIBES OF SILETZ	CTSI REFUND OVERPAYMENT 6.22
17962	6/30/2023	20.00	Gretchen Aagaard-Shively	DAR FUEL
17963	6/30/2023	100.00	JEREMY BELLANTE	DOT MED CARD
17964	6/30/2023	100.00	JIM BROWN	DOT MED CARD
17965	6/30/2023	100.00	MARK STRICKER	DOT MED CARD
17966	6/30/2023	547.91	STEVEN FERRARA	Base Seat w/Adj Schock/BUS 304
17968	6/30/2023	613.87	ASTOUND	Phone services 5/27-6/26/2023
17969	6/30/2023	222.25	ALSCO - Portland Linen	MATT SERVICE 3026940,3033917,3040753
17970	6/30/2023	6,000.00	Bullard Law, P.C.	ATU NEGOTIATION REOPENER
17971	6/30/2023	975.26	BLUE STAR GAS	PROPANE
17972	6/30/2023	50.00	MARTY HOLM	BOARD MEETING 6/15/2023
17973	6/30/2023	50.00	Gary A. Hanenkrat	BOARD MEETING 6/15/2023
17975	6/30/2023	250.00	Burden's Muffler & Towing	TOW DAR 105
17976	6/30/2023	446.40	COUNTRY MEDIA	INV 637231/637232
17976	6/30/2023	195.00	COUNTRY MEDIA	INV 639436/640508
17977	6/30/2023	40.00	CENTURYLINK	5/23-6/19/2023
17978	6/30/2023	42.85	City Of Tillamook	TVC WATER JUNE 2023
17979	6/30/2023	16,497.01	CARSON OIL CO INC	FUEL 6/1-6/15/2023
17979	6/30/2023	17,459.37	CARSON OIL CO INC	FUEL 6/16-6/30/2023
17980	6/30/2023	6,438.86	FleetPride, Inc.	INV 108293205/10841863/108913012
17981	6/30/2023	1,644.28	GenXsys Solutions, LLC	FINANCE COMPUTER UPGRADE
17981	6/30/2023	2,142.90	GenXsys Solutions, LLC	JUNE 2023 MANAGED SERVICE FUND
17981	6/30/2023	466.45	GenXsys Solutions, LLC	JUNE 2023 SERVER STORAGE VIRUS PLAN
17981	6/30/2023	841.33	GenXsys Solutions, LLC	ADMIN FIREWALL
17982	6/30/2023	712.50	JORDAN RAMIS, PC	LEGAL SERVICE MAY 2023
17983	6/30/2023	1,170.00	INNOVA LEGAL ADVISORS	MAY 2023 LEGAL SERVICES
17984	6/30/2023	378.96	Fred Meyer Customer Charges	ACCT #56793 JUNE 2023
17985	6/30/2023	961.05	KITTELSON & ASSOCIATES, INC.	COORDINATED PLAN GRANT 35137
17986	6/30/2023	5,973.98	LES SCHWAB WAREHOUSE CENTER	SERVICES FOR JUNE 2023
17987	6/30/2023	22.85	Oregon Employment Department	UNEMPLOYMENT INSURANCE
17988	6/30/2023	2,427.01	DAVISON AUTO PARTS, INC.	JUNE 2023
17989	6/30/2023	467.99	Ocean Crest Motors	HINGE KITS
17990	6/30/2023	43.60	Office Depot Credit Plan	SCREEN WIPES/TABLETS
17991	6/30/2023	79.25	Oregon State Police	BACKGROUND CHECKS 12.21.2002
17991	6/30/2023	46.25	Oregon State Police	BACKGROUND CHECKS MAY 2023
17992	6/30/2023	10,011.57	PREMIER TRUCK GROUP	JUNE 2023
17993	6/30/2023	6.65	PORTLAND GENERAL	70X ELECTRICAL 5/24-6/22/2023
17994	6/30/2023	231.00	Pacific Office Automation	TCTD COPIER LEASE 5/15-7/14/2023
17994	6/30/2023	236.60	Pacific Office Automation	TCTD/NWR USAGE METER 5/9-6/9/2023
17995	6/30/2023	345.00	PLANNING SOLUTIONS	TCTD KITCHEN/DISPATCH/TRANSIT GRANT 35193 REMODEL
17996	6/30/2023	36.22	Tillamook PUD	SB ELECTRIC 5/12-6/12/2023
17996	6/30/2023	94.11	Tillamook PUD	TRANSIT ELECTRIC 5/12-6/12/2023
17996	6/30/2023	47.71	Tillamook PUD	LB ELECTRIC 5/12-6/12/2023
17997	6/30/2023	2,970.00	PINPOINT STITCHES AND INK LLC	SHOP TRUCK PARTIAL VINYL WRAP
17998	6/30/2023	173.40	PACIFIC CITY SUN	SHUTTLE SERVICE ADD
17999	6/30/2023	884.70	O'REILLY AUTOMOTIVE STORES	6/14-6/28/2023

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 6/1/2023 Through 6/30/2023

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
18000	6/30/2023	245.02	Rosenberg Builders Supply	5/26-6/16/2023
18001	6/30/2023	300.00	Secretary of State	2022 AUDIT FILING FEES
18002	6/30/2023	3,404.64	Elan Financial Services	5/25-6/23/2023 CHARGES
18002	6/30/2023	3,633.56	Elan Financial Services	5/25-6/23/2023 CHARGES
18003	6/30/2023	150.00	BIO-MED TESTING SERVICE, INC.	PRE-EMPLOYMENT/RANDOM SELECT TEST
18004	6/30/2023	400.80	VERIZON	TABLET SERVICE 5/27-6/26/23
18005	6/30/2023	8,113.14	TILLAMOOK COUNTY CLERK	5/16/23 Special Election
18006	6/30/2023	50.00	MARY JOHNSON	BOARD MEETING 6/15/2023
18007	6/30/2023	50.00	JACKIE EDWARDS	BOARD MEETING 6.15.2023
18008	6/30/2023	29,079.63	SPECIAL DISTRICTS INS. SERVICE	HEALTH, DENTAL, STD, LTD BENEFITS 6.2023
18009	6/30/2023	928.32	ATU LOCAL #757	UNION DUES 6.2023
18010	6/30/2023	3,511.98	HRA VEBA TRUST	HRA VEBA BENEFITS 6.2023
ACH 6.1.2023	6/1/2023	4,857.72	Elan Financial Services	ACH UMPQUA 5.2023
Report Total		<u>251,154.65</u>		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking #5614

From 6/1/2023 Through 6/30/2023

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
ACH 6.15.23	6/15/2023	635.72	AFLAC	AFLAC FOR MAY 2023
ACH 6.16.23	6/13/2023	<u>1,093.15</u>	ADP, LLC	ADP PAYROLL SERVICES
Report Total		<u>1,728.87</u>		

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 6/1/2023 Through 6/30/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
3939	6/1/2023	2,079.09	TILLAMOOK CNTY TRANS. DIST.	NWR UTILITIES
3940	6/13/2023	0.00		
3941	6/13/2023	0.00		
3942	6/13/2023	0.00		
3943	6/13/2023	0.00		
3944	6/13/2023	0.00		
3945	6/13/2023	0.00		
3946	6/13/2023	0.00		
3947	6/13/2023	2,953.75	JANNA SMITH	VOLUNTEERS
3948	6/13/2023	1,314.35	JOHN REKART JR	VOLUNTEERS
3949	6/13/2023	1,113.37	JOY WINKELHAKE	VOLUNTEERS
3950	6/13/2023	4,832.36	KANDIS LIDAY	VOLUNTEERS
3951	6/13/2023	988.49	LEANN CHUINARD	VOLUNTEERS
3952	6/13/2023	4,839.61	SEAN REKART	VOLUNTEERS
3953	6/13/2023	4,743.92	WILLIAM NERENBERG	VOLUNTEERS
3954	6/15/2023	1,491.58	ASTOUND	Phone Services 4/27-5/26/2023
3955	6/15/2023	55.70	CENTURYLINK	4/20-5/19/2023
3956	6/15/2023	150.84	CRYSTAL AND SIERRA SPRINGS	MAY 2023 WATER SERVICE
3957	6/15/2023	350.00	GenXsys Solutions, LLC	NWR COMPUTER RMM PACKAGE
3958	6/15/2023	221.00	MEDIX AMBULANCE	ANSWERING SERVICE
3959	6/15/2023	81.62	Office Depot Credit Plan	Office supplies May 2023
3960	6/15/2023	306.00	Pacific Office Automation	NWR COPIER LEASE 5/15-6/14/2023
3961	6/15/2023	57.35	Elan Financial Services	NWR PHONE/POSTAGE
3962	6/15/2023	4,400.00	TILLAMOOK CNTY TRANS. DIST.	NWR RENT FY 22-23
3963	6/30/2023	1,484.83	ASTOUND	Phone services 5/27-6/26/2023
3964	6/30/2023	55.83	CENTURYLINK	5/23-6/19/2023
3965	6/30/2023	857.10	GenXsys Solutions, LLC	JUNE 2023 MANAGED SERVICE FUND
3965	6/30/2023	466.45	GenXsys Solutions, LLC	JUNE 2023 SERVER STORAGE VIRUS PLAN
3965	6/30/2023	875.00	GenXsys Solutions, LLC	JUNE 2023 NW COMPUTER SUPPORT SERVICE
3966	6/30/2023	7.60	Oregon Employment Department	UNEMPLOYMENT INSURANCE
3967	6/30/2023	39.16	Pacific Office Automation	TCTD/NWR USAGE METER 5/9-6/9/2023
3967	6/30/2023	231.00	Pacific Office Automation	NW COPIER LEASE 6/15-7/14/2023
3968	6/30/2023	52.65	Elan Financial Services	5/25-6/23/2023 CHARGES
3969	6/30/2023	45.00	BIO-MED TESTING SERVICE, INC.	PRE-EMPLOYMENT/RANDOM SELECT TEST
3970	6/30/2023	14,960.00	ECOLANE USA, INC.	IVR ANNUAL FEE 4/1/23-3/31/24
3971	6/30/2023	2,981.05	AAA RIDE ASSIST	5/1-5/6/2023
3971	6/30/2023	3,039.00	AAA RIDE ASSIST	5/7-5/13/2023
3971	6/30/2023	2,931.65	AAA RIDE ASSIST	5/14-5/20/2023
3971	6/30/2023	4,949.20	AAA RIDE ASSIST	5/20-5/31/2023
3972	6/30/2023	5,651.00	COLUMBIA COUNTY RIDER	APRIL 2023
3973	6/30/2023	8,422.25	COLUMBIA MEDICAL	5/1-5/6/2023
3973	6/30/2023	9,385.00	COLUMBIA MEDICAL	5/7-5/13/2023
3974	6/30/2023	7,460.00	MEDIX AMBULANCE	4/1-4/8/2023
3974	6/30/2023	5,315.40	MEDIX AMBULANCE	4/9-4/15/2023
3975	6/30/2023	5,836.40	METRO WEST	MAY 2023
3975	6/30/2023	7,289.80	METRO WEST	JUNE 2023
3976	6/30/2023	26,093.00	RYANS TRANSPORTATION SERVICE	5/1-5/6/2023
3976	6/30/2023	27,780.50	RYANS TRANSPORTATION SERVICE	5/7-5/13/2023
3977	6/30/2023	6,753.00	SUNSET EMPIRE TRANSIT	APRIL 2023
3978	6/30/2023	35,229.00	TILLAMOOK CNTY TRANS. DIST.	MAY 2023
3978	6/30/2023	37,433.50	TILLAMOOK CNTY TRANS. DIST.	JUNE 2023

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 6/1/2023 Through 6/30/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
3979	6/30/2023	10,854.90	Ride Connection Bridge	4/1-4/8/2023
3979	6/30/2023	9,712.20	Ride Connection Bridge	4/15-4/21/2023
3980	6/30/2023	8,869.00	MEDIX AMBULANCE	4/16-4/22/2023
3980	6/30/2023	9,660.50	MEDIX AMBULANCE	4/23-4/30/2023
3980	6/30/2023	11,088.50	MEDIX AMBULANCE	5/1-5/6/2023
3981	6/30/2023	8,840.40	Ride Connection Bridge	5/1-5/5/2023
3982	6/30/2023	473.05	WILLAMETTE VALLEY TRANSPORT	APRIL 2023
3982	6/30/2023	471.45	WILLAMETTE VALLEY TRANSPORT	MAY 2023
3982	6/30/2023	3,027.75	WILLAMETTE VALLEY TRANSPORT	JUNE 2023
3983	6/30/2023	3,250.80	JANNA SMITH	VOL MR JUNE 2023
3984	6/30/2023	3,585.60	WILLIAM NERENBERG	JUNE 2023
3985	6/30/2023	4,658.02	SEAN REKART	VOL MR JUNE 2023
3986	6/30/2023	1,365.51	LEANN CHUINARD	VOL MR JUNE 2023
3987	6/30/2023	5,228.85	KANDIS LIDAY	VOL MR JUNE 2023
3988	6/30/2023	2,346.13	JOY WINKELHAKE	VOL MR JUNE 2023
3989	6/30/2023	<u>10,740.70</u>	Ride Connection Bridge	4/22-4/30/2023
Report Total		<u><u>339,776.76</u></u>		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 6/1/2023 Through 6/30/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4566	6/1/2023	1,887.50	CHRISSY'S CLEANING SERVICE	JANITORIAL SERVICES 5/1-5/31/2023
4567	6/15/2023	475.93	City Of Tillamook	ADMIN WATER/SEWER
4568	6/15/2023	175.85	City Sanitary Service	5/1-5/31/23 CARDBOARD RENT/RECYCLE/1.5 YD 1XW
4569	6/15/2023	1,256.75	Marie Mills Bus Fares	Janitorial TVC May 23
4569	6/15/2023	33.95	Marie Mills Bus Fares	TVC Janitorial Supplies
4569	6/15/2023	527.15	Marie Mills Bus Fares	Janitorial Admin Office May 2023
4569	6/15/2023	75.76	Marie Mills Bus Fares	Janitorial Supplies Admin Office May 2023
4570	6/15/2023	569.00	METRO OVERHEAD DOOR, INC.	Service Call slide gate
4571	6/15/2023	1,959.21	Tillamook PUD	LOAN/ELECTRIC 4/12-5/12/2023
4572	6/30/2023	1,375.00	CHRISSY'S CLEANING SERVICE	JANITORIAL SERVICES 6/1-6/30/2023
4573	6/30/2023	632.98	City Of Tillamook	WATER/SEWER 6/1-6/30/2023
4574	6/30/2023	850.63	Tillamook PUD	ADMIN ELECTRIC 5/12-6/12/2023
4575	6/30/2023	705.00	RICH HOME SERVICES, LLC	REPAIR MEN'S RESTROOM WESTSIDE
4576	6/30/2023	175.85	City Sanitary Service	6/1-6/30 CARDBOARD RENT/RECYCLE/1.5 YD1XW
Report Total		10,700.56		



June 2023 Statement

Open Date: 05/25/2023 Closing Date: 06/23/2023

Account: [REDACTED]



Visa® Company Card with Rewards

Elan Financial Services
BUS 30 ELN

1-866-552-8855

TILLAMOOK CNTY TRANS [REDACTED]


8 15


New Balance	\$7,090.85
Minimum Payment Due	\$71.00
Payment Due Date	07/22/2023


Reward Points	
Earned This Statement	7,223
Reward Center Balance as of 06/22/2023	125,651
For details, see your rewards summary.	

Activity Summary		
Previous Balance	+	\$4,915.07
Payments	-	\$4,915.07 ^{CR}
Other Credits		\$0.00
Purchases	+	\$7,090.85
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$7,090.85
Past Due		\$0.00
Minimum Payment Due		\$71.00
Credit Line		\$10,000.00
Available Credit		\$2,909.15
Days in Billing Period		30

Payment Options:



 Mail payment coupon with a check

 Pay online at myaccountaccess.com

 Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Elan Financial Services CPN 001469460

24-Hour Elan Financial Services: 1-866-552-8855

-  to pay by phone
-  to change your address

[REDACTED]

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



Account Number	[REDACTED]
Payment Due Date	7/22/2023
New Balance	\$7,090.85
Minimum Payment Due	\$71.00

Amount Enclosed \$ _____

Elan Financial Services

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




Visa Business Rewards Company Card
Rewards Center Activity as of 06/22/2023

Rewards Center Activity*	0
Rewards Center Balance	125,651

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	6,958	25,129
Gas, Restaurants & Telecom Double Points	265	4,968
FIRST USE BONUS	0	2,500
Total Earned	7,223	32,597

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

Important Messages

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

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

Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/30	05/26	9089	HOMEDEPOT.COM 800-430-3376 GA	\$234.00	_____
05/30	05/26	7799	HOMEDEPOT.COM 800-430-3376 GA	\$112.47	_____
05/30	05/26	3310	HOMEDEPOT.COM 800-430-3376 GA	\$65.64	_____
05/30	05/26	5313	SP CHASSIS UNLMTD CHASSISUNLIMI CA	\$1,079.99	_____
06/01	05/31	7593	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____
06/01	06/01	5333	HARBOR FREIGHT TOOLS 805-388-1000 CA	\$524.33	_____
06/02	06/02	5332	HARBOR FREIGHT TOOLS 805-388-1000 CA	\$239.99	_____
06/02	06/02	5332	HARBOR FREIGHT TOOLS 805-388-1000 CA	\$79.98	_____
06/05	06/04	8104	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$29.99	_____
06/05	06/01	7927	THE HOME DEPOT #4023 WARRENTON OR	\$494.88	_____
06/05	06/01	7919	THE HOME DEPOT #4023 WARRENTON OR	\$339.36	_____
06/05	06/01	2791	HOMEDEPOT.COM 800-430-3376 GA	\$234.00	_____
06/05	06/02	5687	ENDICIA 800-576-3279 TX	\$9.95	_____
06/06	06/05	5295	SP GIRAFFE TOOLS HTTPSGIRAFFET CA	\$655.86	_____
06/06	06/06	6068	HARBOR FREIGHT TOOLS 805-388-1000 CA	\$149.99	_____

Continued on Next Page

Transactions		BOND, CATHY		Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
06/08	06/08	1457	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
06/15	06/15	2796	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
06/16	06/15	2139	IRON MOUNTAIN 800-934-3453 MA	\$166.09	_____
06/20	06/15	4391	SAFEWAY #2723 TILLAMOOK OR	\$51.00	_____
06/22	06/21	1497	IRON MOUNTAIN 800-934-3453 MA	\$167.03	_____
06/23	06/22	7171	ADOBE *CREATIVE CLOUD 408-536-6000 CA	\$84.99	_____
Total for Account [REDACTED]				\$4,772.19	

Transactions		REED, MICHAEL		Credit Limit	\$3500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/13	06/12	1261	PAYPAL *TRANSPORTWI 402-935-7733 OR	\$440.00	_____
Total for Account [REDACTED]				\$440.00	

Transactions		WELCH, TABATHA		Credit Limit	\$10000
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/20	06/19	0132	IFIT.COM 877-803-5332 WWW.IFIT.COM UT	\$396.00	_____
Total for Account [REDACTED]				\$396.00	

Transactions		ZUERCHER, NATALIE		Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/26	05/25	0340	COMMUNITY TRANSPORTATI 800-891-0590 DC	\$1,125.00	_____
05/30	05/29	9147	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$40.00	_____
06/02	06/02	7224	Indeed Jobs 512-4595300 TX	\$85.00	_____
06/05	06/03	7681	AMZN Mktg US*Z80XS0EL3 Amzn.com/bill WA	\$9.99	_____
06/12	06/10	4420	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____
06/16	06/15	4387	SQ *RECESS FOOD TRUCK gosq.com OR	\$57.60	_____
06/16	06/15	4480	ENDICIA 800-576-3279 TX	\$29.99	_____
06/20	06/16	5570	Amazon Prime*YQ1VF50P3 Amzn.com/bill WA	\$14.99	_____
06/22	06/21	7197	VISTAPRINT 866-207-4955 MA	\$34.99	_____
Total for Account [REDACTED]				\$1,447.56	


Transactions VITULLI, BRIAN A Credit Limit: \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
06/07	06/05	7151	THE FERN CAFE AND LOUN TILLAMOOK OR	\$35.10	_____
Total for Account [REDACTED]				\$35.10	

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
05/31	05/31		PAYMENT THANK YOU	\$4,857.72CR	_____
06/23	06/20	0126	PAYMENT THANK YOU	\$57.35CR	_____
Total for Account [REDACTED]				\$4,915.07CR	


2023 Totals Year-to-Date	
Total Fees Charged in 2023	\$39.00
Total Interest Charged in 2023	\$86.75

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	17.24%	
**PURCHASES	\$7,090.85	\$0.00	YES	\$0.00	17.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	28.99%	

Contact Us
 Phone

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

 Questions

 Elan Financial Services
 P.O. Box 6353
 Fargo, ND 58125-6353


Mail payment coupon with a check

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


Online

myaccountaccess.com

UMPQUA BANK: CLOSING DATE 6/23/2023

Date	Vendor	Description of Transaction	Amount
CATHY BOND			
05/30/23	HomeDepot	Shop Truck Tools	\$1,492.10
06/01/23	Language Line	NW Phones/Interpreter	\$27.65
06/02/23	Harbor Freight Tools	Shop Truck Tools	\$844.30
06/05/23	Adobe	Financial Computer Software	\$29.99
06/05/23	HomeDepot	Shop Truck Tools	\$1,068.24
06/05/23	Endicia	Postage	\$9.95
06/06/23	Giraffe Tools	Shop Tools	\$655.86
06/06/23	Harbor Freight Tools	Shop Tools	\$149.99
06/06/23	Field Print	Finger Print NWR	\$25.00
06/16/23	Iron Mountain	Shredder	\$166.09
06/20/23	Safeway	Operations/EEAP Meal	\$51.00
06/22/23	Iron Mountain	Shredder	\$167.03
06/23/23	Adobe	Admin. Computer Software	\$84.99
			\$4,772.19
BRIAN VITULLI			
06/07/23	The Fern	ODOT/SETD Meeting Meals	\$35.10
			\$35.10
MIKE REED			
06/13/23	PayPal	Operations/CDL Test	\$440.00
			\$440.00
TABATHA WELCH			
06/20/23	IFIT	Membership Dues	\$396.00
			\$396.00
NATALIE ZUERCHER			
05/26/23	Community Transportation	Membership Dues	\$1,125.00
05/30/23	Zoom	Membership Dues	\$40.00
06/02/23	Indeed Jobs	Recruitment	\$85.00
06/05/23	Amazon	Office Supplies	\$9.99
06/12/23	USPS	Postage	\$50.00
06/16/23	Recess Food Truck	Board Meeting Meal	\$57.60
06/16/23	Endicia	Membership Dues	\$29.99
06/20/23	Amazon	Membership dues	\$14.99
06/22/23	VistaPrint	Operation Coordinator Business Cards	\$34.99
			\$1,447.56
Charges total			\$7,090.85
Late Fees & Intrest			
Grand Total Due			\$7,090.85

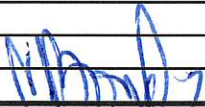
APPROVAL



DATE

7/11/23

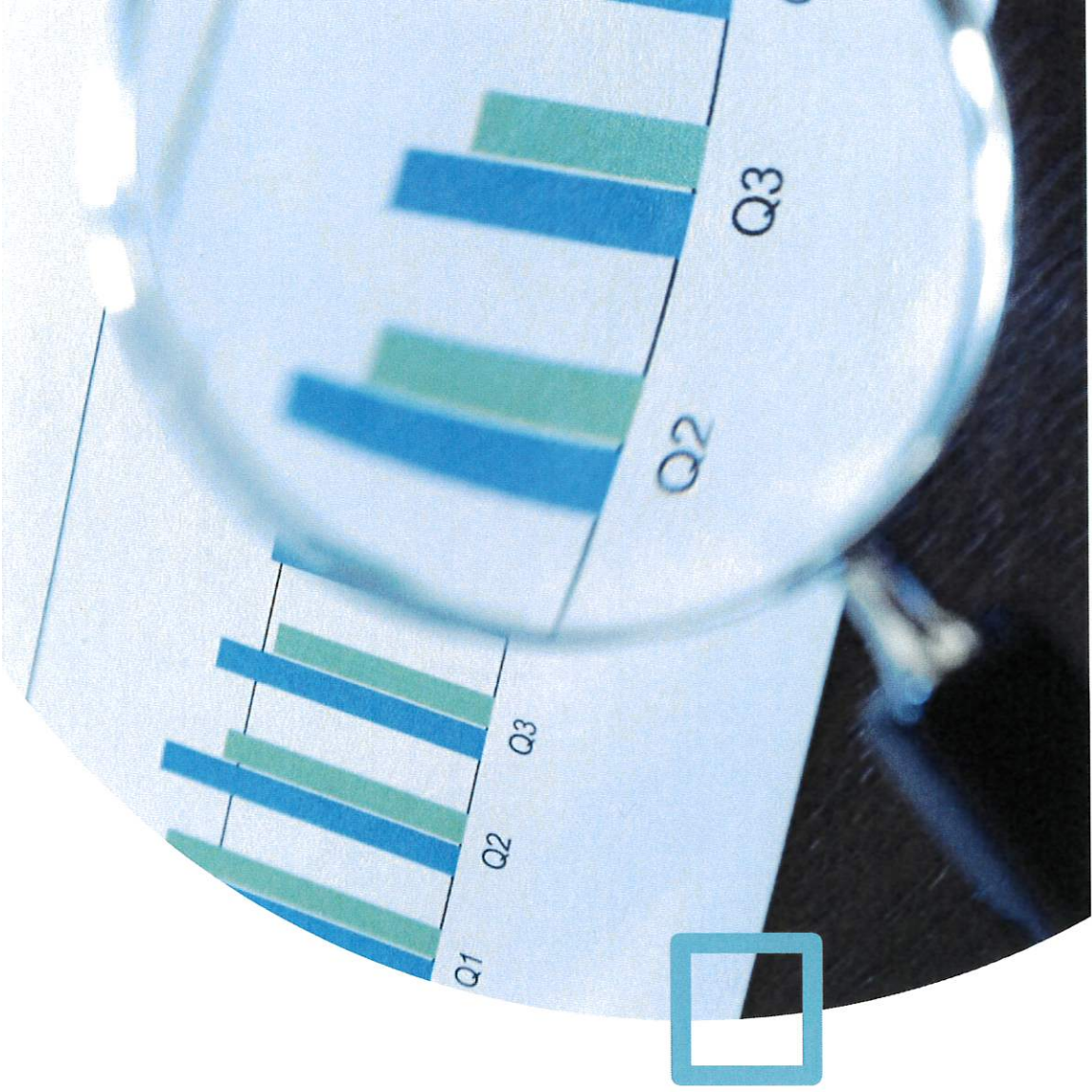
FRED MEYER CARD CHARGES -4/26-5/19/2023

Date	Description of Transaction	Amount
	CARD #3 - NATALIE ZUERCHER, ADMIN ASSISTANT	
		\$ -
	CARD #4 - CATHY BOND, FINANCE SUPERVISOR	
06/13/23	USB Mouse/PR Computer	\$ 15.98
	01-001-5170-999-00	
		\$ 15.98
	CARD # 5 - MARK STRICKER, OPERATIONS COORDINATOR	
06/14/23	Operations cleaning supplies	\$ 116.38
06/14/23	Operations binder/clip boards	\$ 136.91
	01.002.5180.999.00	
	01.002.5180.999.00	\$ 253.29
	CARD #6 STEVEN FERRERA, MECHANIC	
05/26/23	Operations - dry board/surge strips	\$ 75.73
06/02/23	Operations - shelf liners	\$ 33.96
	01.003.5180.999.00	
	01.003.5180.999.00	\$ 109.69
	Grand Total	\$ 378.96
DATE	APPROVAL 	

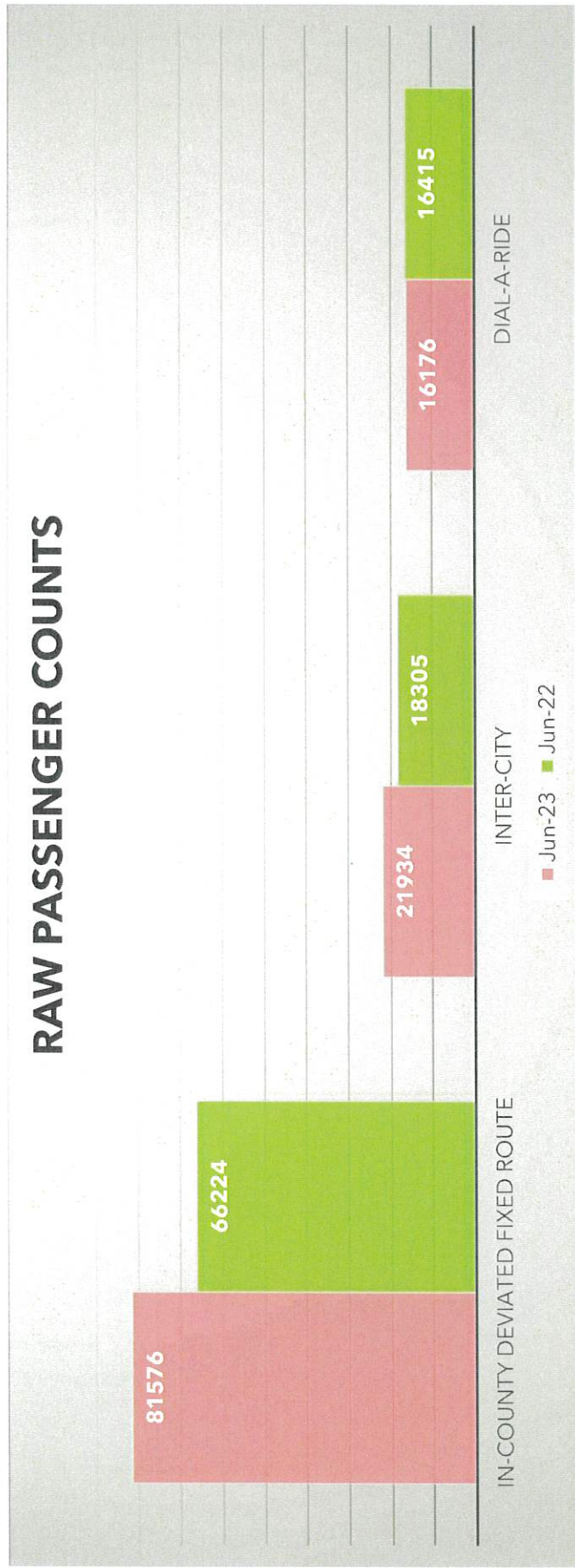


TCTD Operations Statistics & Performance

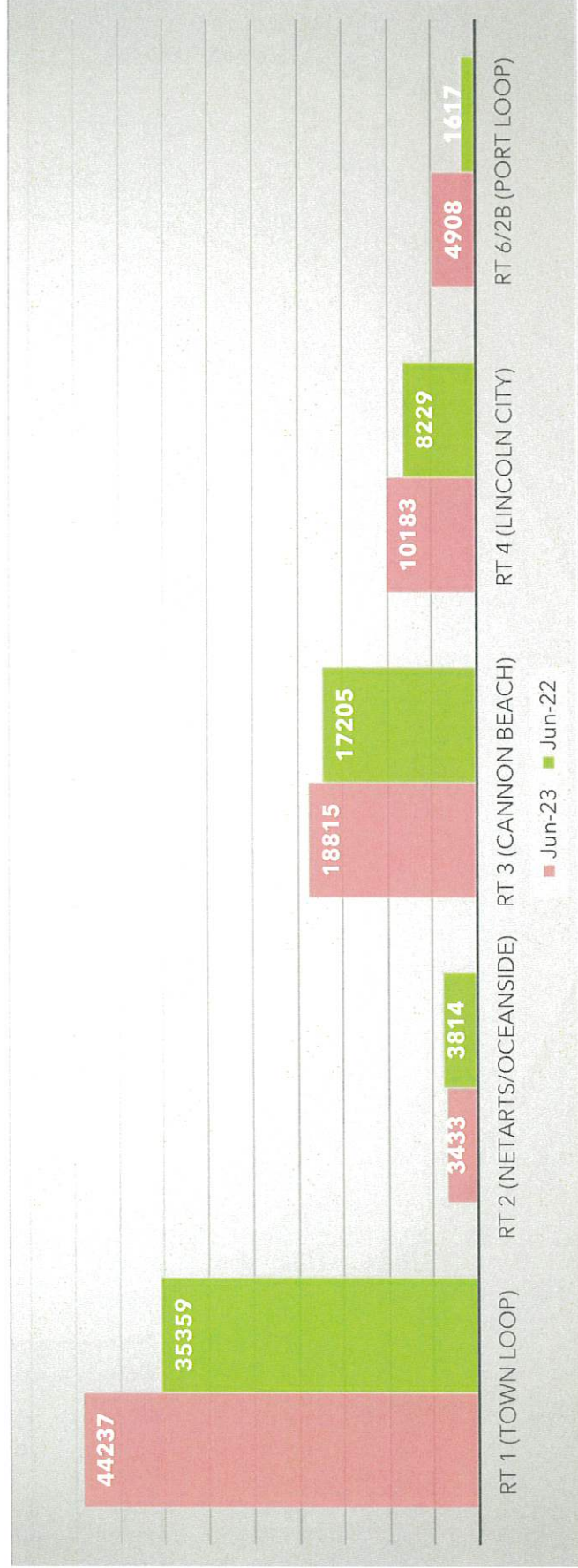
June 2023



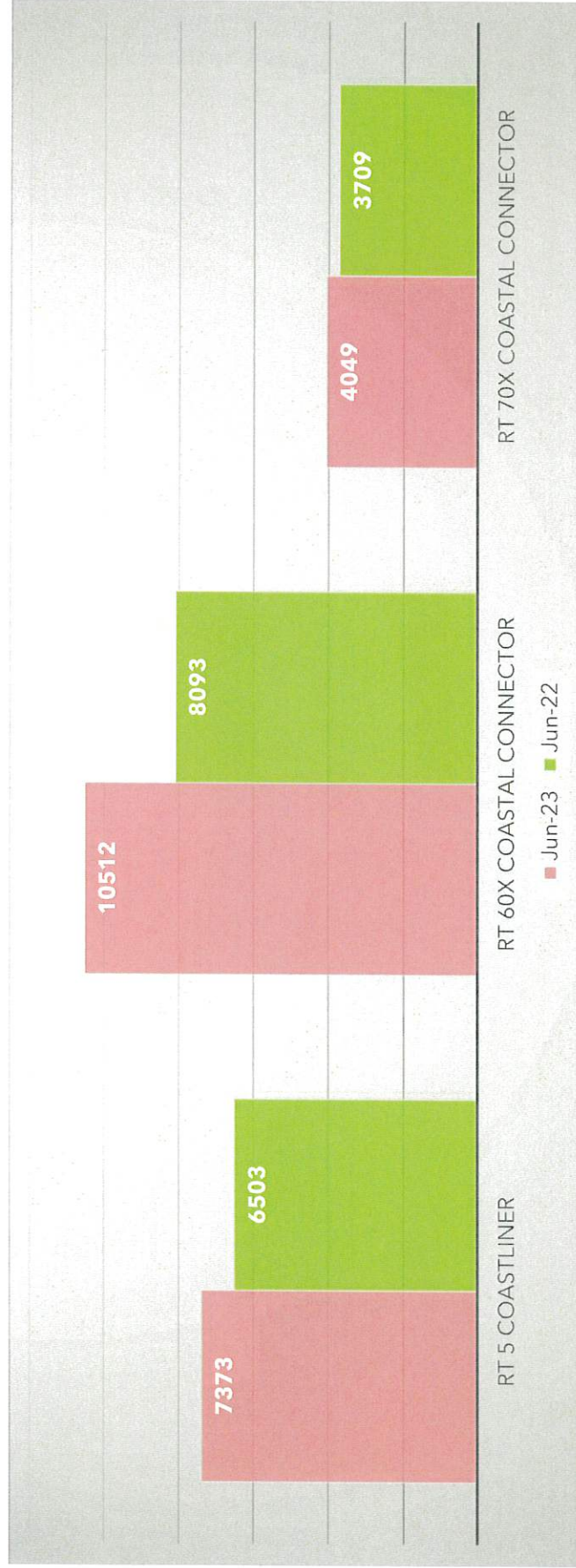
YTD COMPS BY SERVICE TYPE



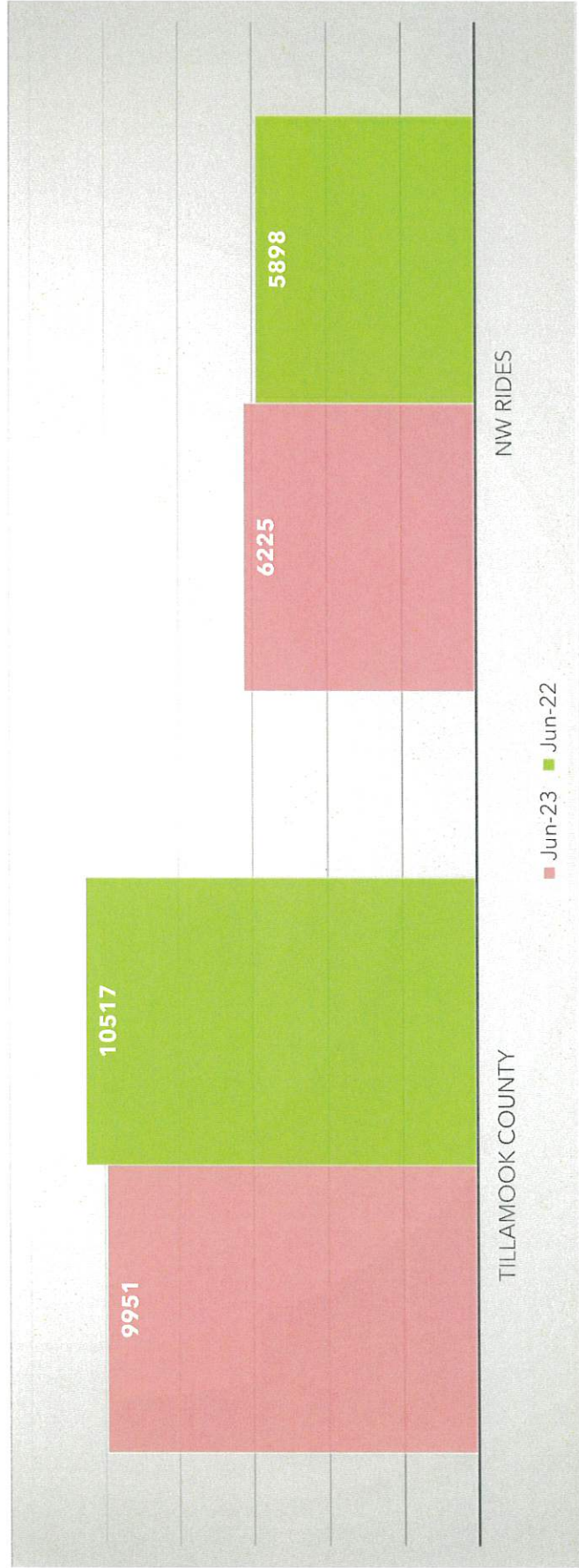
IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS



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



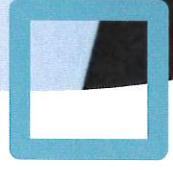
TOTAL SERVICES RIDERSHIP JUNE 2023 & JUNE 2022



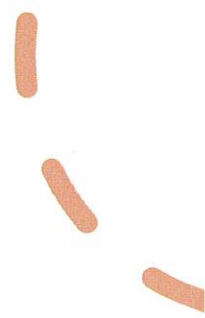
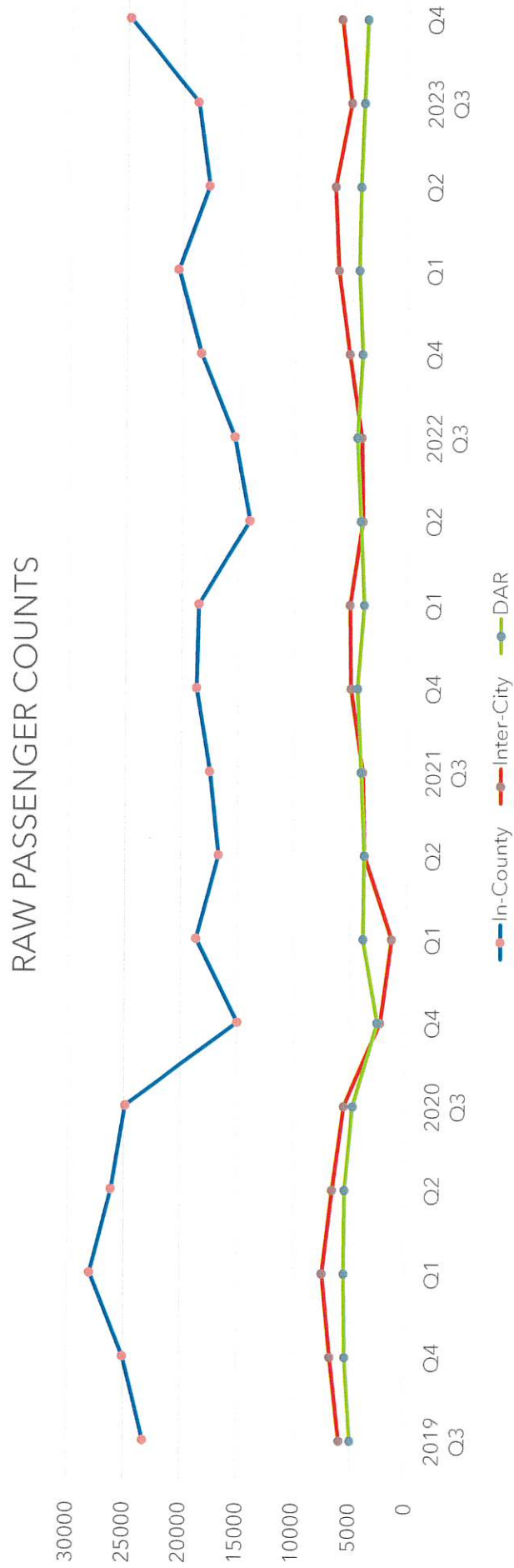
TCTD Operations
FY 2022/23 Q4 &
Annual Report

Statistics & Analysis

July 2023

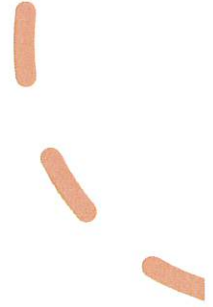
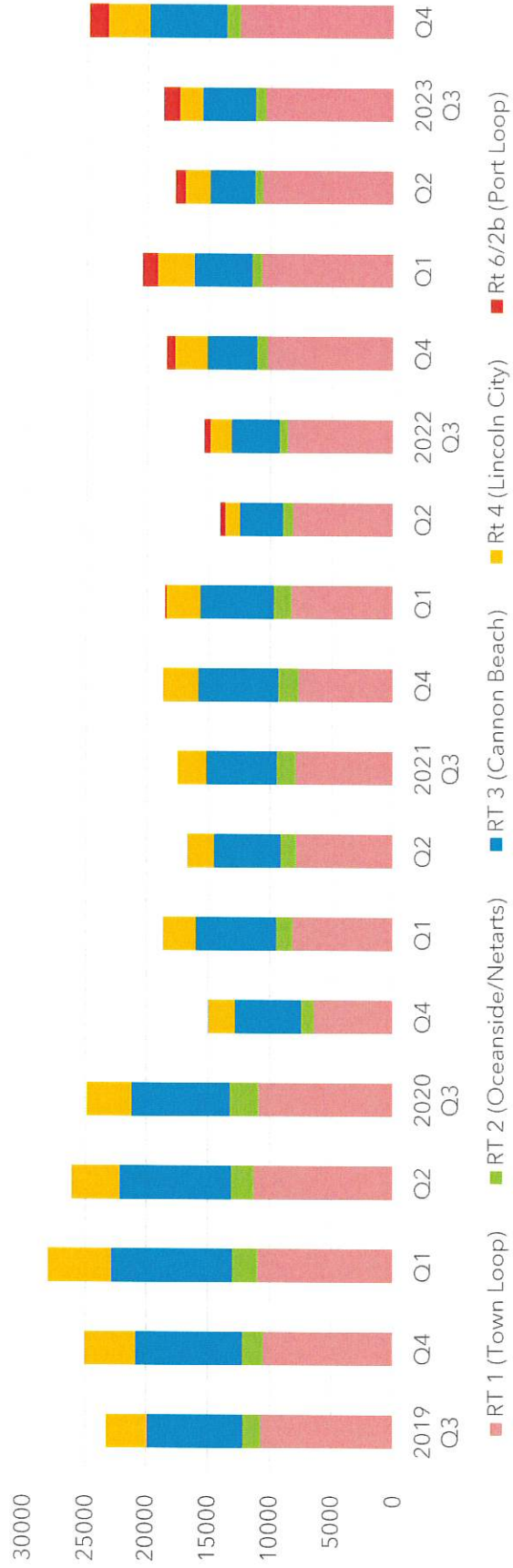


QUARTERLY RIDERSHIP BY SERVICE TYPE



IN-COUNTY RIDERSHIP BY ROUTE

Jan 2019 thru June 2023



IN-COUNTY ROUTES

2019-2023 Q4

PERFORMANCE

ROUTE 1: 10,553-12,480 (+18.3%)

ROUTE 2: 1,681-1,131 (-32.7%)

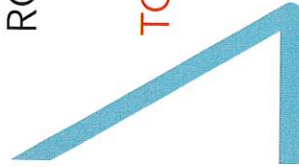
ROUTE 3: 8,644-6,241 (-27.8%)

ROUTE 4: 4,196-3,415 (-18.6%)

ROUTE 6(2B) Q4 2023 1,545

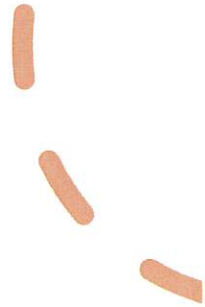
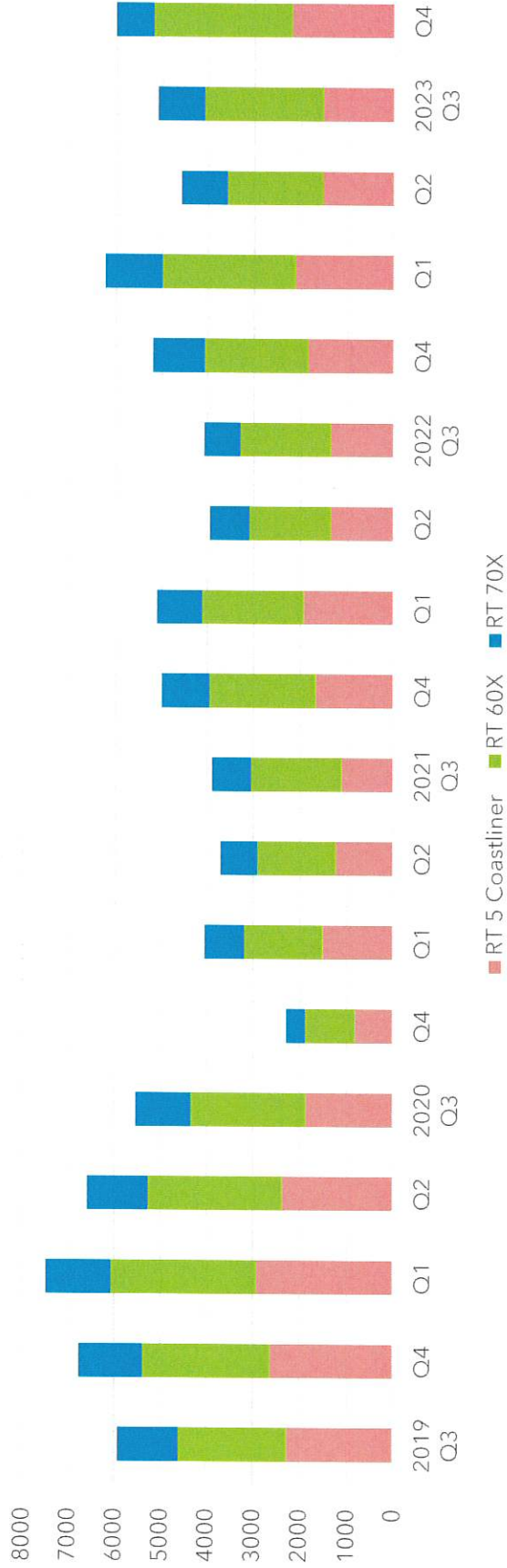
TOTALS: 25,074-24,812 (-1.0%)

April/June 2019 & April/June 2023



INTER-CITY RIDERSHIP BY ROUTE

Jan 2019 thru June 2023



INTER-CITY ROUTES

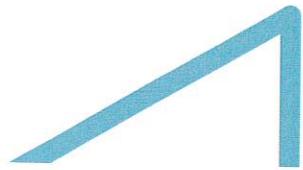
2019-2023 Q4

PERFORMANCE

ROUTE 5: 2,629-2,193 (-32.7%)
RT 60X: 2,768-3,009 (+9.1%)
RT 70X: 1,368-816 (-22.7%)

TOTALS: 6,765-6,018 (-11.0%)

April/June 2019 & April/June 2023

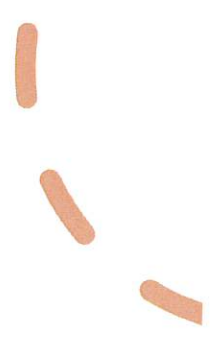
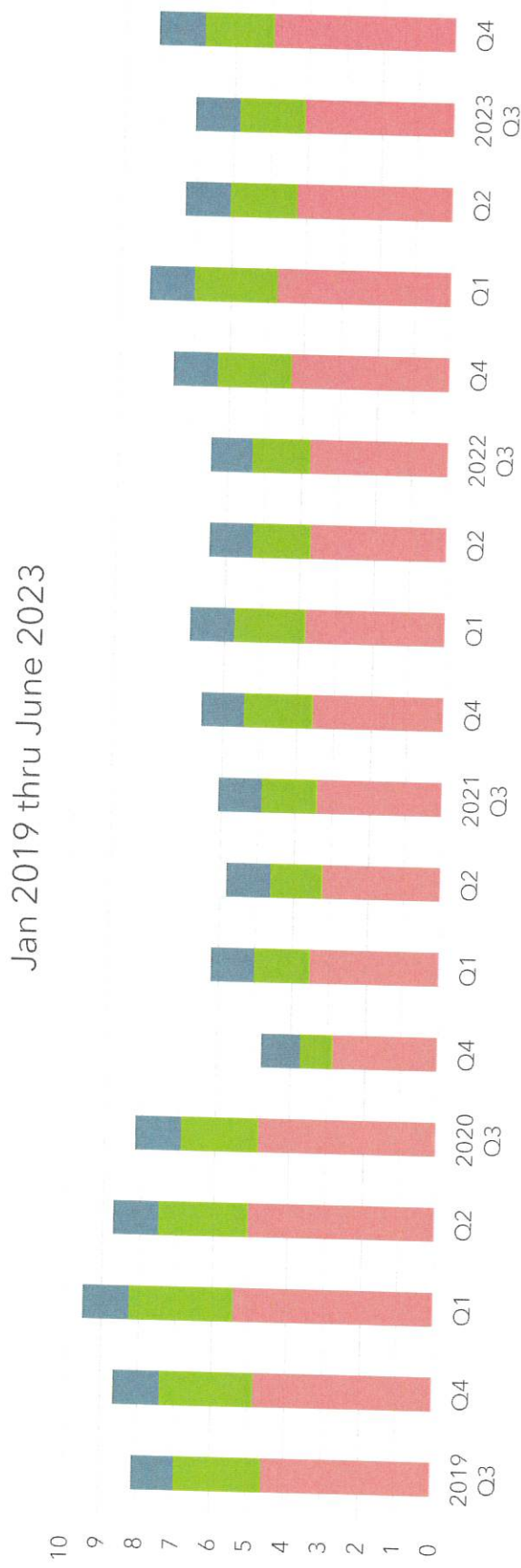


Dial-A-Ride Ridership by Service Type

Jan 2019 thru June 2023



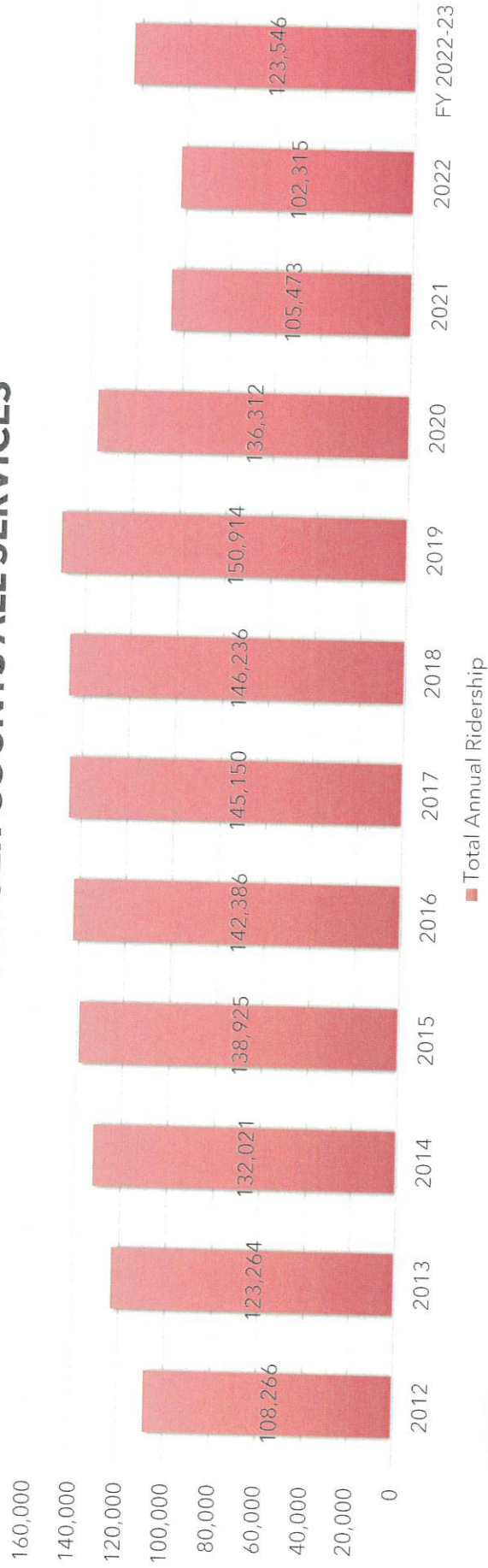
Quarterly Passengers per Service Hour By Service Type



TOTAL ANNUAL RIDERSHIP

FYs 2012-2023

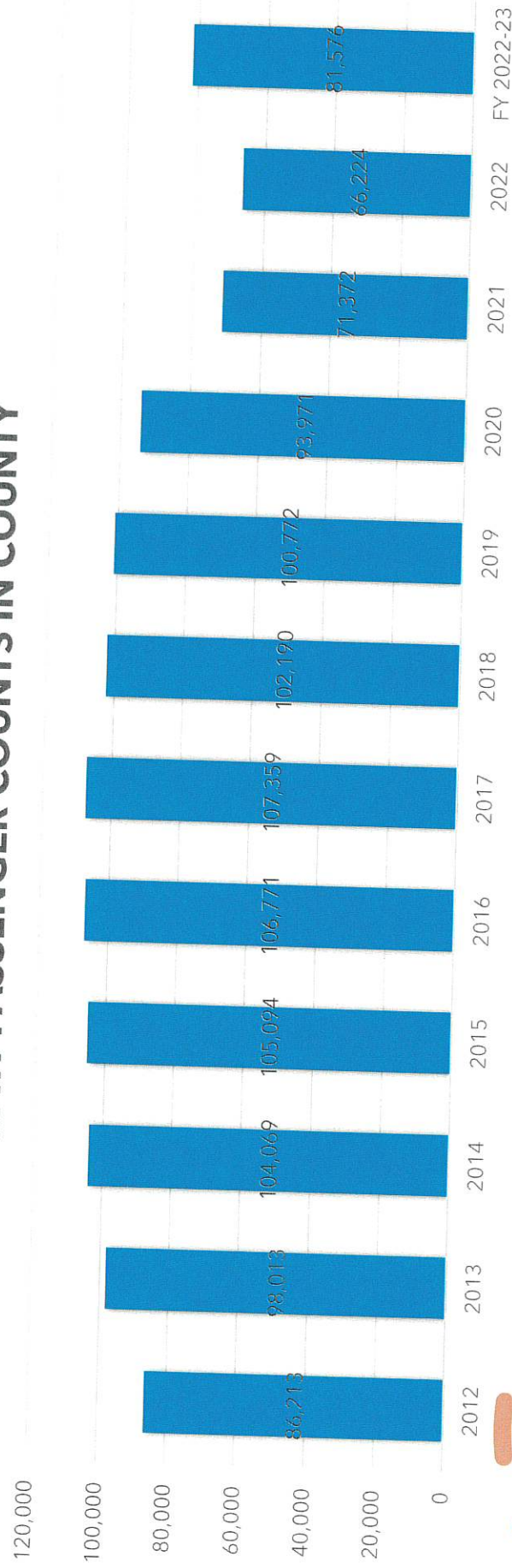
RAW PASSENGER COUNTS ALL SERVICES



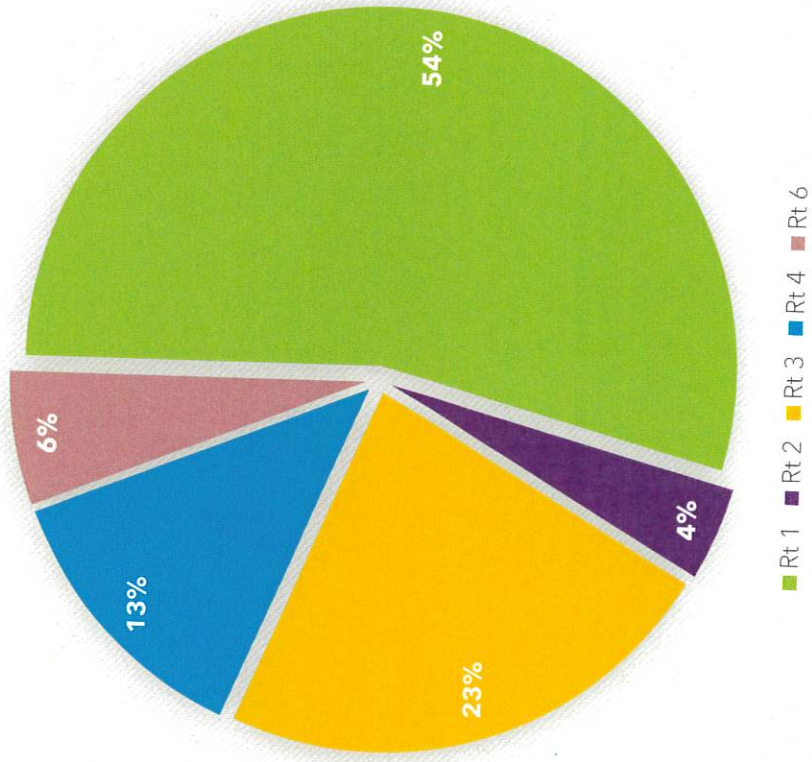
IN COUNTY ANNUAL RIDERSHIP

FYs 2012-2023

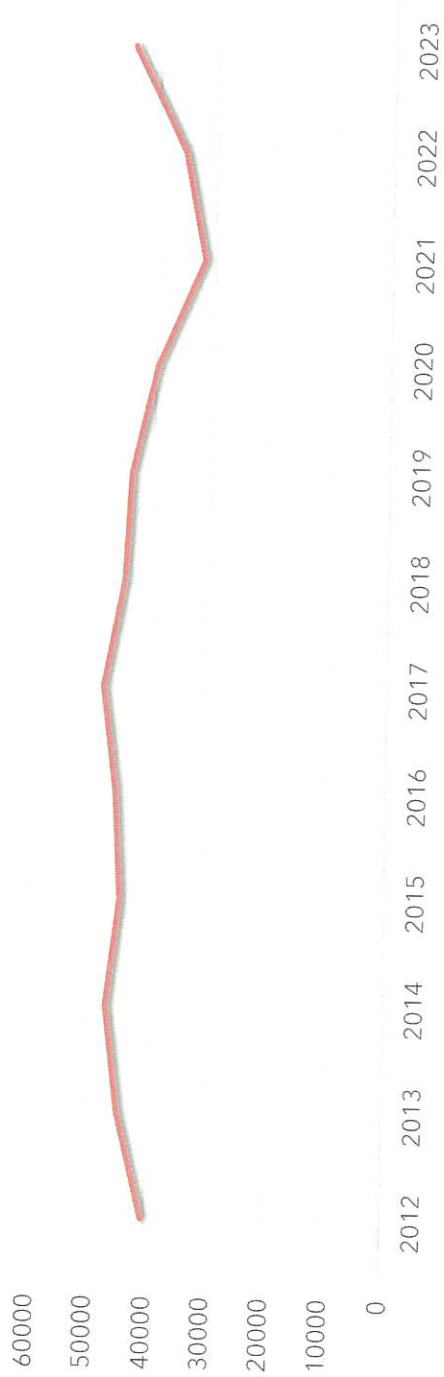
RAW PASSENGER COUNTS IN COUNTY



FY 2022-23 IN COUNTY RIDERSHIP BY ROUTE SHARE

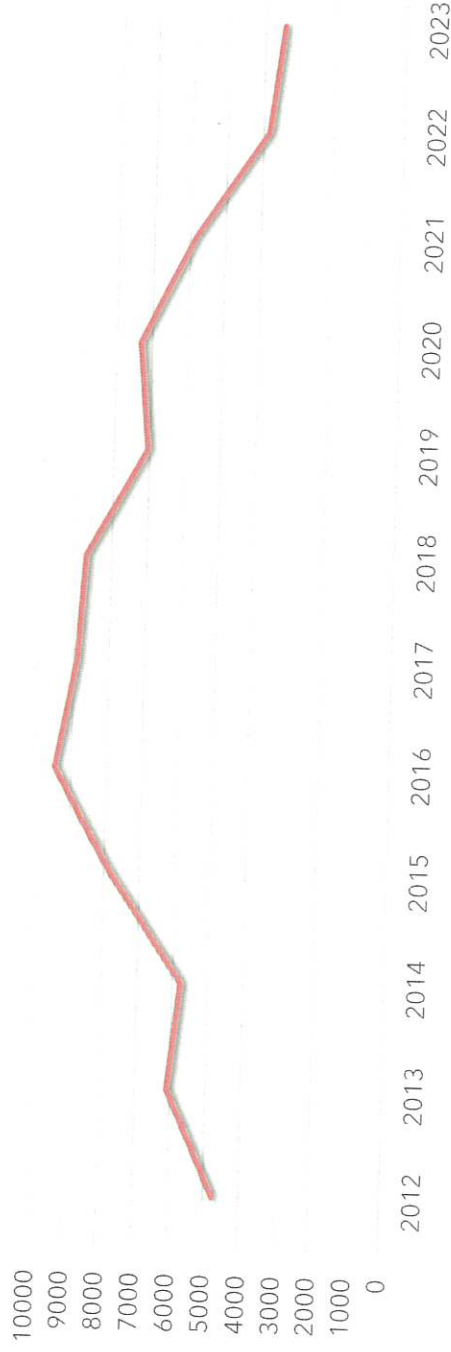


Rt 1 - Tillamook Town Loop



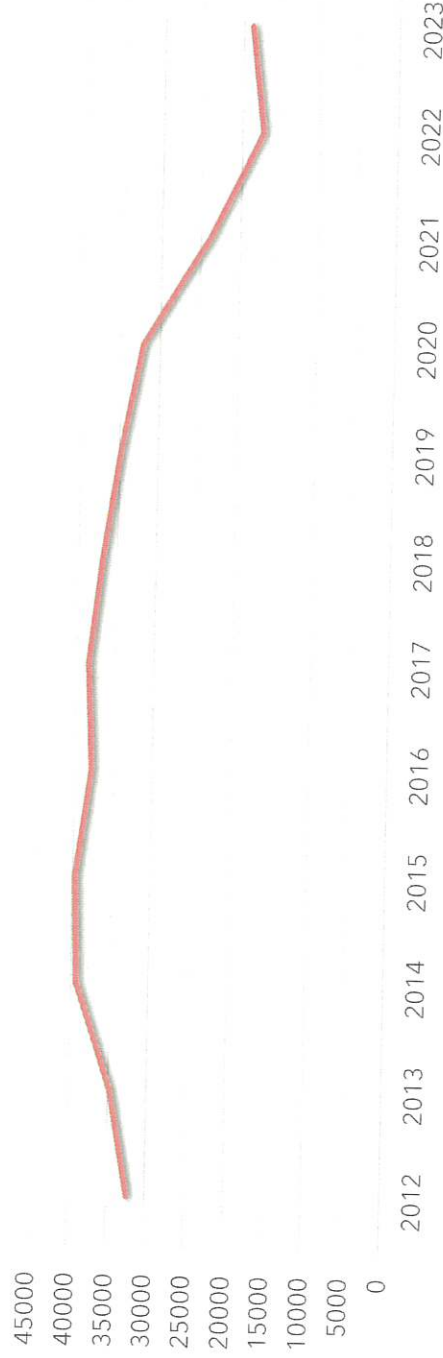
- 25.1% ridership increase year over year
- 18.3% growth since Q4 2019 (Last comp quarter before COVID)
- 13 loops per day
- 58% ridership is senior/disabled
- 10% ridership free youth
- Town loop accounts for 35.8% of all rides in District

Rt 2 Oceanside/Netarts



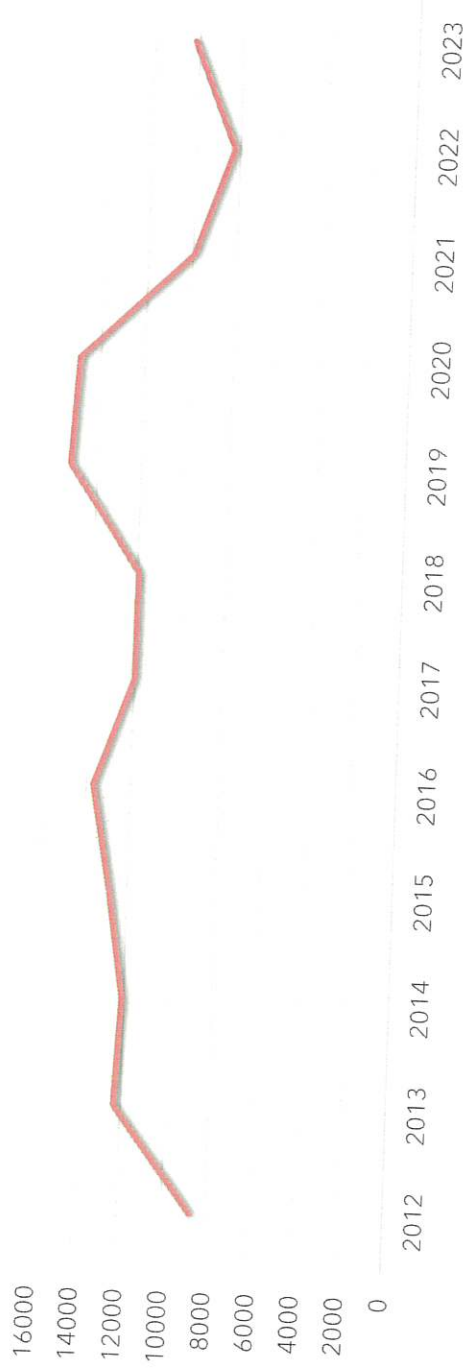
- 10.0% ridership decrease year over year
- 51.2% decline since Q4 2019 (Last comp quarter before COVID)
- 5 inbound and 5 outbound trips per day
- Even distribution of ridership across departure times
- Ridership in decline since 2016, looking for avenues of improvement/updating

Rt 3 Cannon Beach/Manzanita



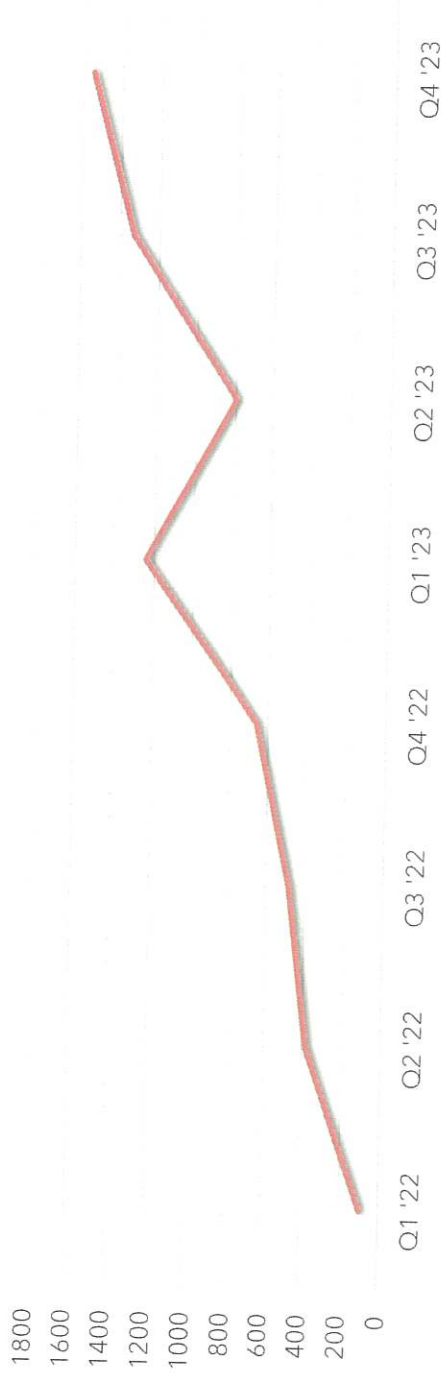
- 9.4% ridership increase year over year
- 45.9% decline since Q4 2019 (Last comp quarter before COVID)
- 4 years slow decline before pandemic event
- Ridership recovery slowed by service disruption with SETD
- Quarterly numbers similar to 2019, should see sharp increase by next year
- One of two routes with more regular fare passengers than senior/disabled (46%)

Rt 4 - Lincoln City



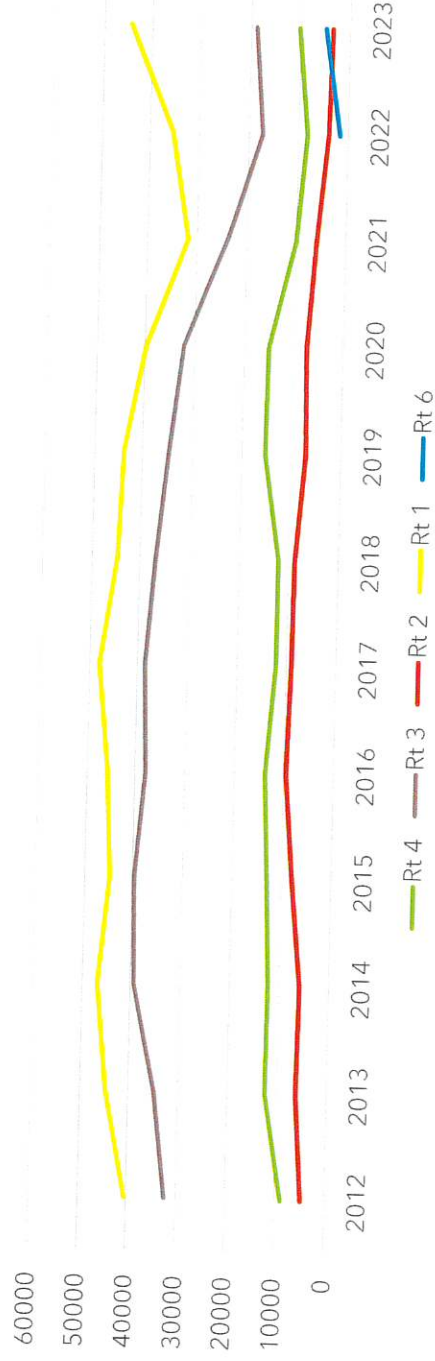
- 23.7% ridership increase year over year
- 32.9% decline since Q4 2019 (Last comp quarter before COVID)
- Sustainably even ridership pre-pandemic, expecting full recovery
- 4 outbound and 4 inbound trips per day
- Most expensive in-county route per service hour, ridership efficiency improving
- Lowest senior/disabled ridership share across all services (26.8%)

Rt 6 POTB Loop



- 203.5% ridership increase year over year
- Route initially established as 2b in Aug 2021, almost 2 full years of data and growth
- Highly efficient route, supplants some DAR service to POTB
- High senior/disabled share (73%)

In County Comps by Route Annual Ridership



- In county ridership peaked in 2017, slow decline until pandemic
- Rt 2 Netarts/Oceanside only route losing ridership
- Rt 6 established and still in period of rapid growth
- Total ridership up 23% YTD, down -1.0% from comparable pre-COVID levels (flat)
- New service plan and fare policy implemented January 2023

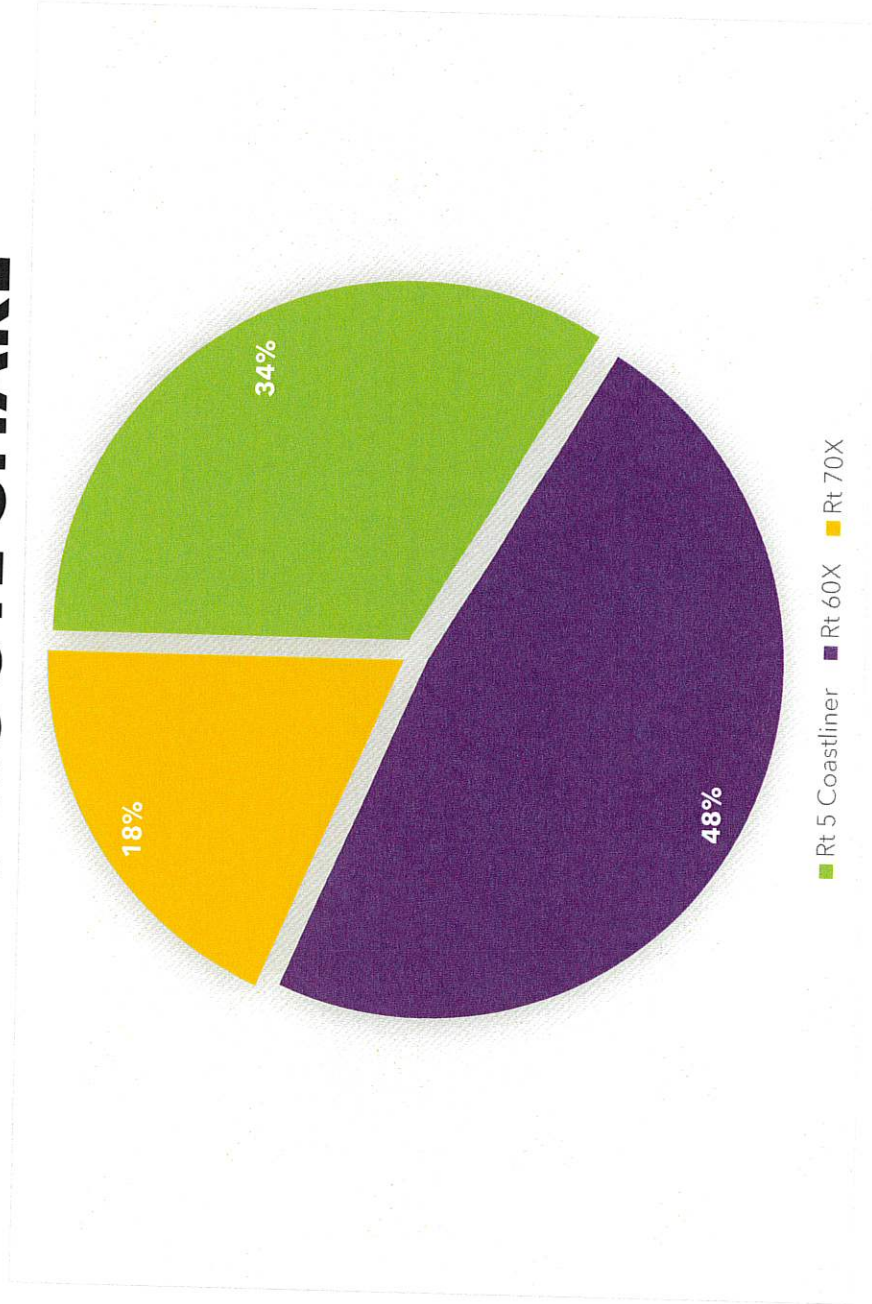
INTERCITY ANNUAL RIDERSHIP

FYs 2012-2023

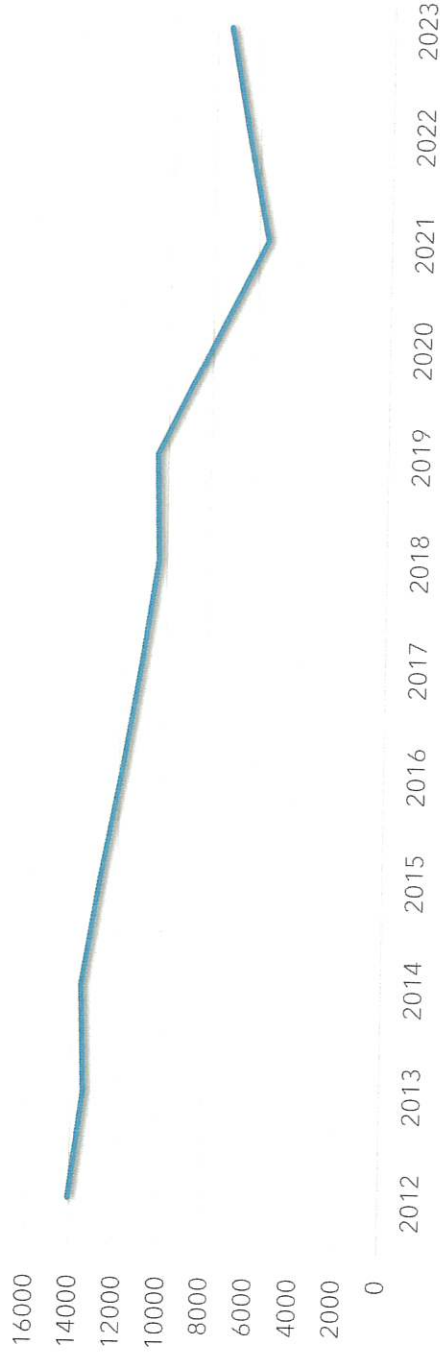
RAW PASSENGER COUNTS INTERCITY BOARDINGS



FY 2022-23 INTERCITY RIDERSHIP BY ROUTE SHARE

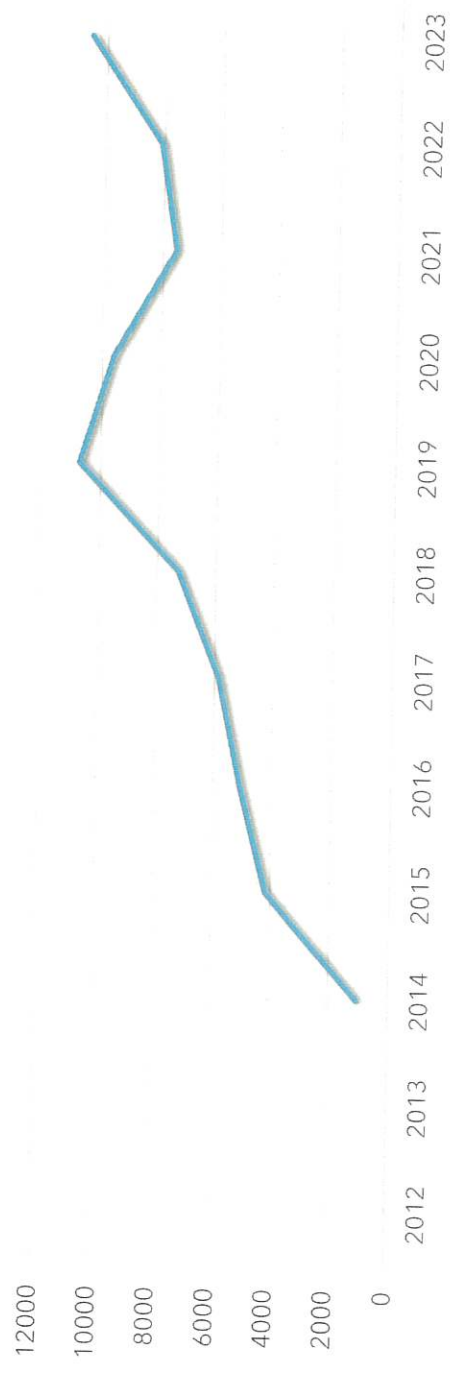


Rt 5 - Portland Coastliner



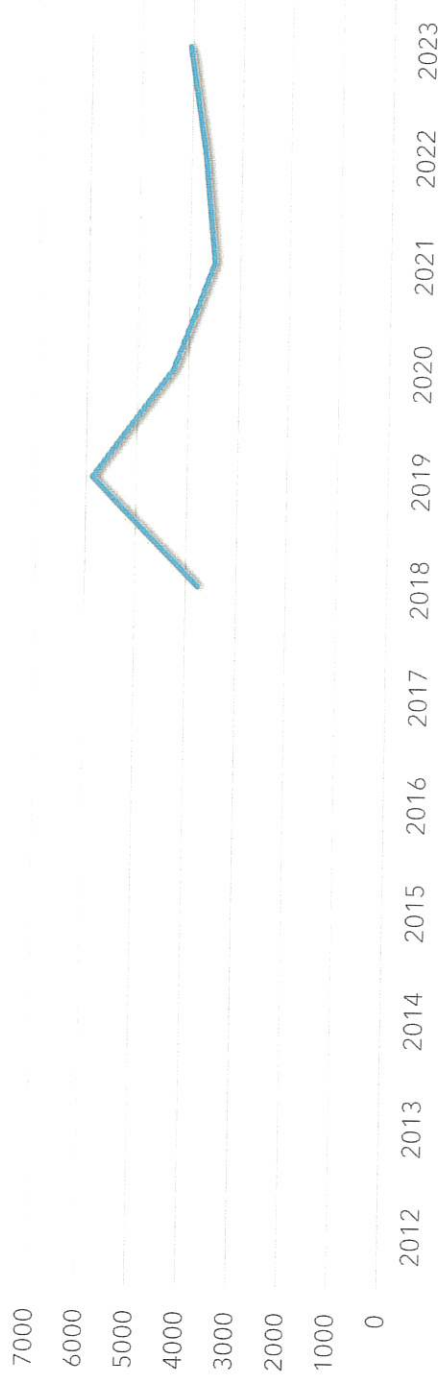
- 13.4% ridership increase year over year
- 32.7% decline since Q4 2019 (Last comp quarter before COVID)
- Service expansion to three daily outbound and inbound trips in January 2023
- 81% intercity riders vs 19% Ride Connection passengers
- Steady decline prior to pandemic
- Accounts for 38% of all non-DAR farebox revenue

Rt 60x Lincoln City/Salem



- 29.9% ridership increase year over year
- 9.1% growth since Q4 2019 (Last comp quarter before COVID)
- Consistent service plan since year over year
- 46% ridership is senior/disabled
- 11% Tribal ridership
- Highest percentage of Amtrak interlining riders

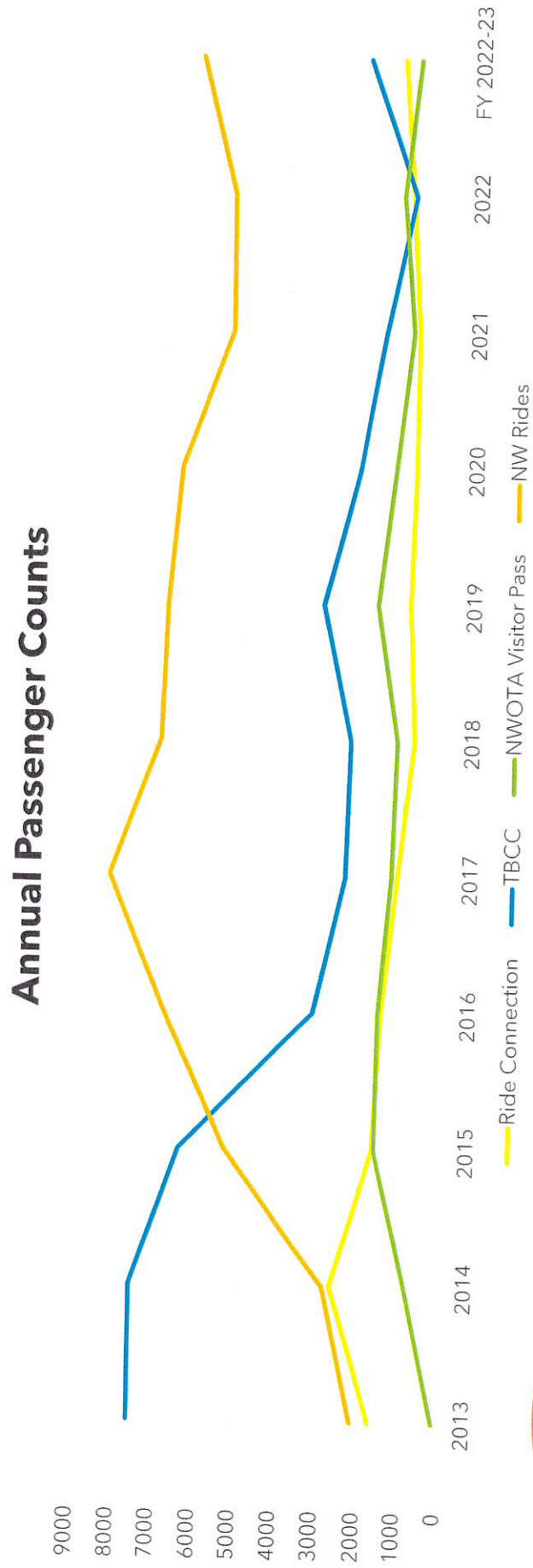
Rt 70x Salem/Grand Ronde



- 9.2% ridership increase year over year
- 22.7% decline since Q4 2019 (Last comp quarter before COVID)
- 4 outbound and inbound trips per day beginning at Salem Cherriots
- 65% ridership is senior/disabled
- Service reduction due to labor shortage began on 6/1/23
- Service suspended effective 6/23/23

Special Rider Categories

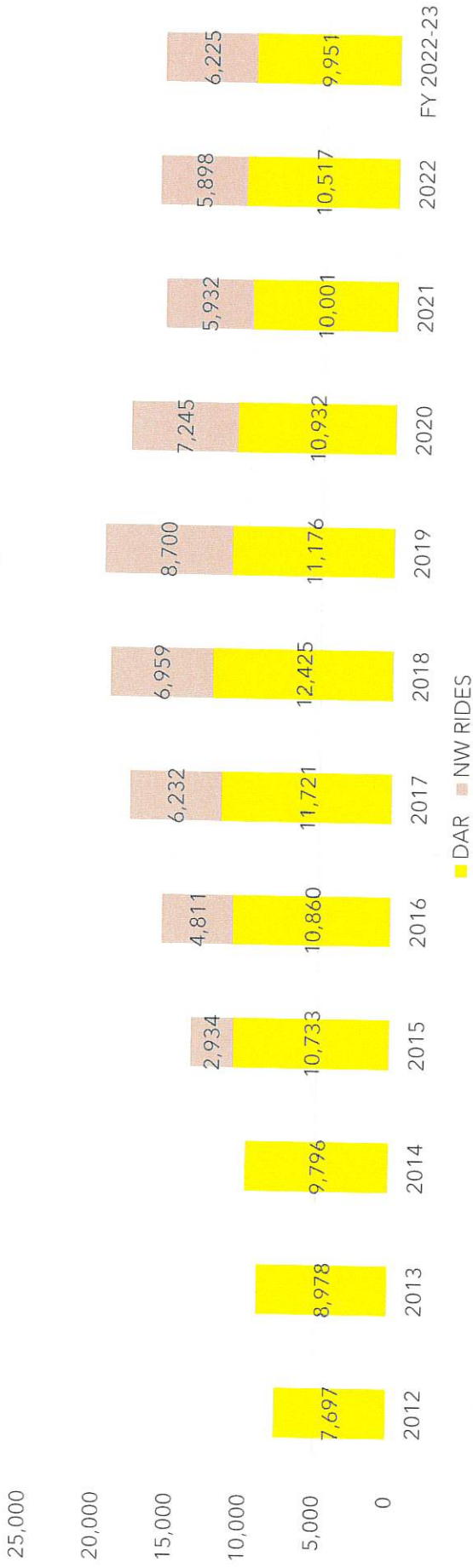
FYs 2013-2023



DAR ANNUAL RIDERSHIP

FYs 2012-2023

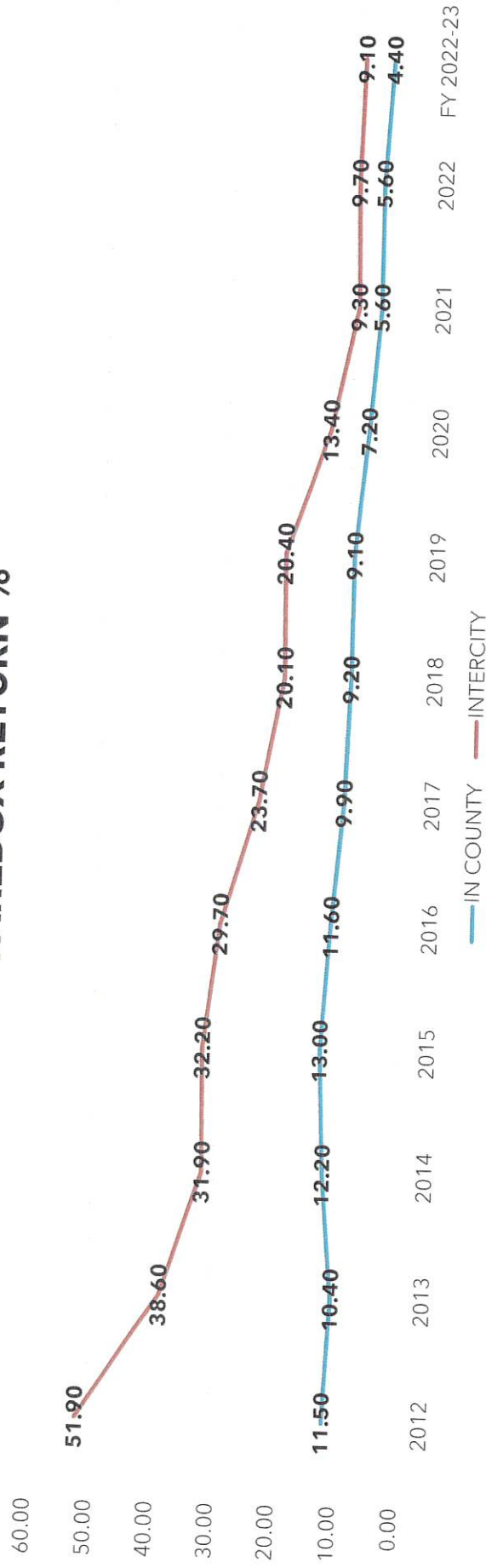
DAR COMPLETED TRIPS



FIXED ROUTE FAREBOX RECOVERY

FYs 2012-2023

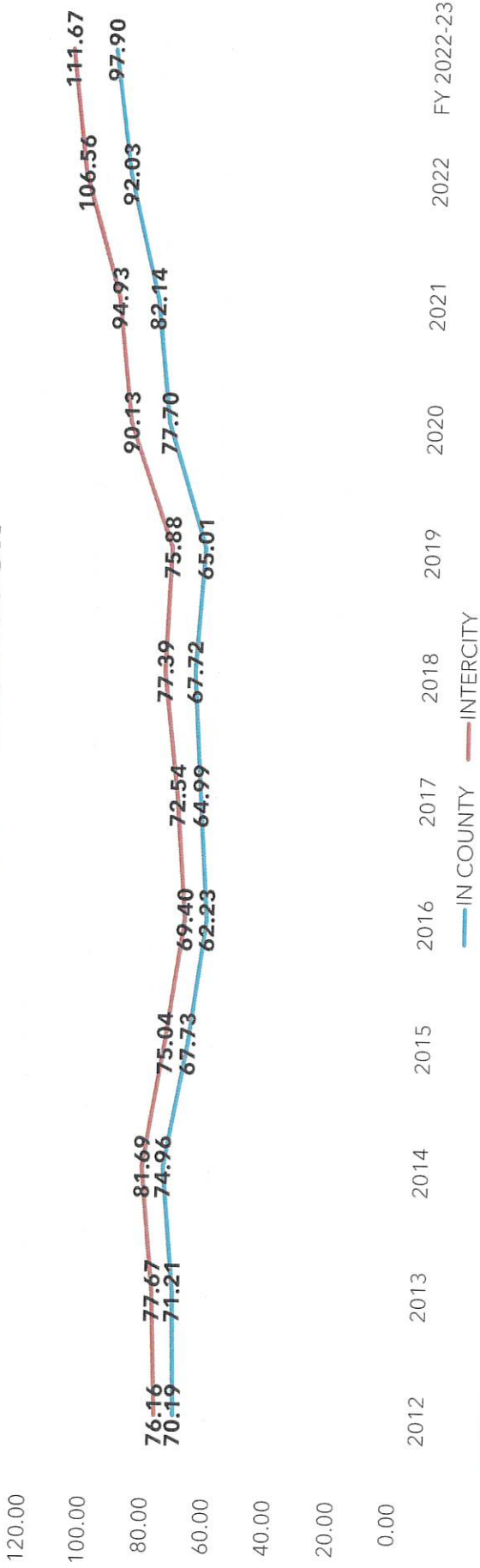
FAREBOX RETURN %



FIXED ROUTE COST PER HOUR

FYs 2012-2023

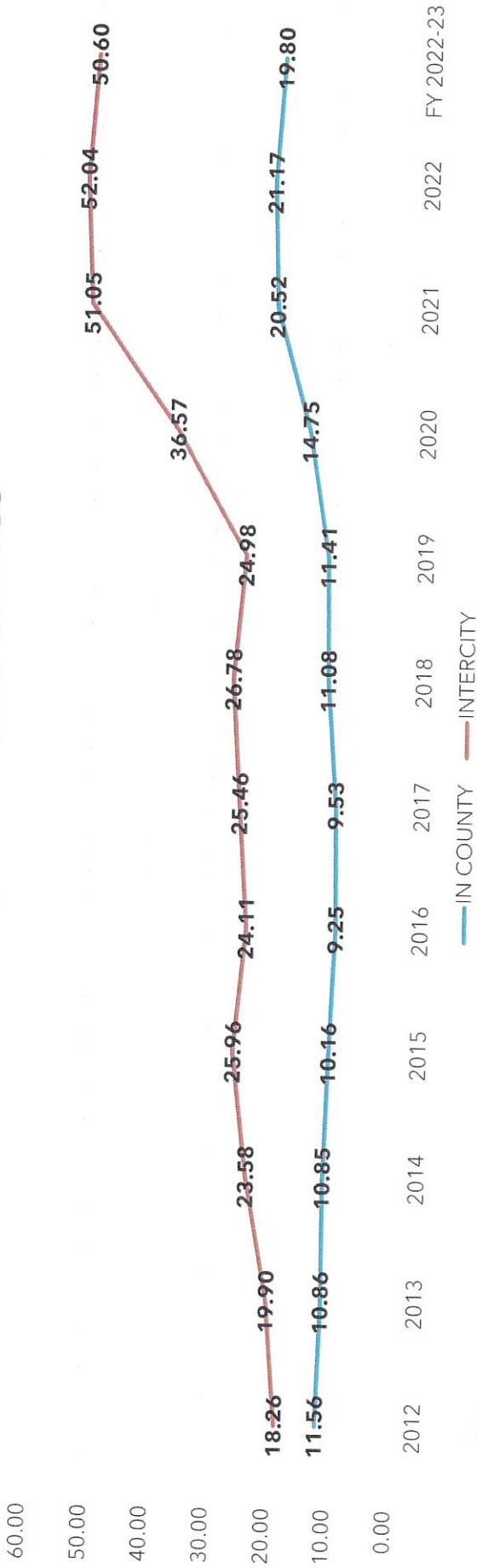
COST PER SERVICE HOUR



FIXED ROUTE COST PER TRIP

FYs 2012-2023

COST PER RIDER/BOARDINGS



Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

June 2023

RIDERSHIP BY SERVICE TYPE

	June 2023	June 2022	YTD FY 22-23	YTD FY 21-22	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	756	854	9,951	10,517	-5.4%
NW Rides	458	464	6,225	5,898	5.5%
Dial-A-Ride Total	1,214	1,318	16,176	16,415	-1.5%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	4000	3,800	44,237	35,359	25.1%
Rt 2: Netarts/Oceanside	405	317	3,433	3,814	-10.0%
Rt 3: Manzanita/Cannon Beach	2316	1,390	18,815	17,205	9.4%
Rt 4: Lincoln City	1405	966	10,183	8,229	23.7%
Rt 6: Port of Tillamook Bay Loop	563	322	4,908	1,617	203.5%
Local Fixed Rt Total	8,689	6,795	81,576	66,224	23.2%
<u>Intercity Service</u>					
Rt 5: Portland	804	662	7,373	6,503	13.4%
Rt 60X: Salem	1,098	790	10,512	8,093	29.9%
Rt 70X: Grand Ronde	193	395	4,049	3,709	9.2%
Inter City Total	2,095	1,847	21,934	18,305	19.8%
<u>Other Services</u>					
Tripper Routes	14	10	214	189	13.2%
Special Bus Operations	0	0			
Pacific City Shuttle	771	407	3,646	1,182	208.5%
Other Services Total	785	417	3,860	1,371	181.5%
TOTAL ALL SERVICES	12,783	10,377	123,546	102,315	20.8%

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	64,715	53,762	20.4%
Senior/Disabled	3,059	972	47,186	40,490	16.5%
Child/Youth	716	48	7,999	6,881	16.3%
Total	9,350	1,214	119,900	101,133	18.6%
OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 22-23	FY 21-22	Change
Ride Connection	158		1,270	1,008	26.0%
Tillamook Bay Community College	286		2,115	938	125.5%
NWOTA Visitor Pass	95		866	1,241	-30.2%
NW Rides		458	6,225	5,378	15.7%
Youth Free	803		3,527	N/A	
Amtrak	126		1,067	1,289	-17.2%

**Primary Performance Measures Report
thru June 2023**

	Passengers per Hour	Cost per Trip	Cost per Hour	Farebox Return %
<u>Dial-A-Ride</u>				
Dial-A-Ride	2.0	\$ 45.22	\$ 91.31	9.3%
NW Rides	1.0	\$ 94.70	\$ 98.68	76.0%
Total	1.5	\$ 64.26	\$ 95.35	47.1%
<u>Deviated Route</u>				
Rt 1: Town Loop	10.2	\$ 8.60	\$ 87.68	8.0%
Rt 2: Oceanside	1.7	\$ 52.27	\$ 89.26	1.9%
Rt 6: PORT	6.0	\$ 15.80	\$ 94.28	4.3%
Rt 3: Manzanita	3.7	\$ 27.65	\$ 101.77	3.9%
Rt 4: Lincoln City	2.4	\$ 44.89	\$ 108.56	3.0%
Total	4.9	\$ 19.80	\$ 97.90	4.4%
<u>Intercity</u>				
Rt 5: Portland	1.8	\$ 61.63	\$ 110.84	14.4%
Rt 60X: Salem	2.8	\$ 40.57	\$ 112.60	6.8%
Rt 70X: Grand Ronde	2.0	\$ 56.57	\$ 111.62	3.0%
Total	2.2	\$ 50.60	\$ 111.67	9.1%
<u>Other Services</u>				
Trippers	1.8	\$ 46.80	\$ 84.88	0.5%
SBO	5.5	\$ 17.64	\$ 96.47	0.0%
Total	4.9	\$ 19.26	\$ 94.73	0.1%
FY 2022-23 YTD	3.2	\$ 31.07	\$ 100.69	17.2%
FY 2021-22 YTD	2.8	\$ 33.23	\$ 94.58	20.8%
Percent Change	13.9%	-6.5%	6.5%	-16.9%

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
<u>Dial-A-Ride Services</u>			
Jun-22	1.4	51.9%	92.36
Mar-23	1.5	47.5%	94.60
Apr-23	1.5	48.2%	93.23
May-23	1.5	48.7%	92.25
Jun-23	1.5	47.1%	95.35
<u>Deviated Fixed Routes</u>			
Jun-22	4.3	5.6%	93.01
Mar-23	4.7	4.6%	96.67
Apr-23	4.8	4.5%	95.50
May-23	4.9	4.6%	94.45
Jun-23	4.9	4.4%	97.90
<u>Intercity Services</u>			
Jun-22	2.0	9.7%	107.44
Mar-23	2.2	9.3%	110.89
Apr-23	2.2	9.3%	109.02
May-23	2.2	9.3%	107.55
Jun-23	2.2	9.1%	111.67
<u>Other Services</u>			
Jun-22	3.1	0.3%	82.02
Mar-23	5.8	0.1%	96.18
Apr-23	5.7	0.1%	94.52
May-23	6.0	0.1%	92.71
Jun-23	4.9	0.1%	94.73

Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation
 Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach,
 4 Lincoln City, 6 POTB Loop
 Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde
 Other Services: Trippers, Special Bus Operations/PC Free Shuttle

Tillamook County Transportation District
Actual FY 2022/2023

Year-to-Date Statistics and Performance

Route/Run	Thru June 2023										6/30/2023					
	YTD Fare Revenue (\$)	YTD Passngrs	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)		Hourly Rate (\$)	Passngrs per Hour	Farebox Ratio	Passngr/\$ Subsidy	Average Fare (\$)
<u>Dial-A-Ride Service</u>																
Dial-A-Ride	41,737	9,951	4,929	5,772	89,899	82,520	270,044	14,005	83,456	450,026	91.31	2.0	9.3%	0.02	4.19	8.47
NW Rides	447,879	6,225	5,974	7,436	148,020	135,872	327,317	16,975	109,318	589,482	98.68	1.0	76.0%	0.04	71.95	74.97
Total DAR	489,617	16,176	10,902	13,209	237,919	218,392	597,361	30,980	192,774	1,039,508	95.35	1.5	47.1%	0.03	30.27	44.91
<u>Deviated Route</u>																
01 Town Loop	30,278	44,237	4,339	4,802	65,182	59,832	237,752	12,330	70,557	380,472	87.68	10.2	8.0%	0.13	0.68	6.98
02 Netarts/Oceanside	3,452	3,433	2,010	2,032	33,010	30,300	110,145	5,712	33,275	179,433	89.26	1.7	1.9%	0.02	1.01	1.72
06 Port of Tillamook Bay	3,344	4,908	822	921	17,170	15,761	45,059	2,337	14,378	77,535	94.28	6.0	4.3%	0.07	0.68	4.07
03 Manzanita	20,401	18,815	5,112	5,683	140,710	129,162	282,678	11,964	96,487	520,290	101.77	3.7	3.9%	0.04	1.08	3.99
04 Lincoln City	13,845	10,183	4,210	4,535	141,244	129,652	231,005	11,648	84,762	457,067	108.56	2.4	3.0%	0.02	1.36	3.29
Total Deviated Route	71,320	81,576	16,495	17,973	397,316	364,707	906,640	43,992	299,459	1,614,798	97.90	4.9	4.4%	0.05	0.87	4.32
<u>Intercity</u>																
05 Portland	65,241	7,373	4,099	4,574	135,491	124,371	236,250	11,648	82,102	454,372	110.84	1.8	14.4%	0.02	8.85	15.92
60X Salem	29,083	10,512	3,787	4,283	131,089	120,330	218,282	10,762	77,091	426,465	112.60	2.8	6.8%	0.03	2.77	7.68
70X Grand Ronde	6,766	4,049	2,052	2,521	69,239	63,556	118,266	5,831	41,395	229,048	111.62	2.0	3.0%	0.02	1.67	3.30
Total Intercity	101,090	21,934	9,939	11,378	335,819	308,257	572,798	28,242	200,588	1,109,884	111.67	2.2	9.1%	0.02	4.61	10.17
<u>Other Services</u>																
Trippers	55	214	118	177	1,480	1,359	6,465	335	1,857	10,016	84.88	1.8	0.5%	0.02	0.26	0.47
Special Bus Operation	0	3,646	667	842	15,214	13,965	36,524	1,894	11,925	64,309	96.47	5.5	0.0%	0.06	0.00	0.00
Total Other Services	55	3,860	785	1,019	16,694	15,324	42,989	2,230	13,782	74,324	94.73	4.9	0.1%	0.05	0.01	0.07
Total TCTD Services	662,081	123,546	38,121	43,579	987,747	906,680	2,119,788	105,444	706,603	3,838,514	100.69	3.24	17.2%	0.04	5.36	17.37
										Total Mileage, Labor & Direct Cost		3,131,911		22.6%		

**Tillamook County Transportation District
FY21/22 to FY 22/23**

Year to Date Performance Comparison

Route/Run	Thru June 2023 22/23			Thru June 2023 22/23			Thru June 2023 22/23			Thru June 2023 22/23			Thru June 2023 22/23			
	21/22 Hourly Rate	22/23 Hourly Rate	Amount Diff	Percent Diff	21/22 Passngr /Hour	22/23 Passngr /Hour	Amount Diff	Percent Diff	21/22 Farebox Ratio	22/23 Farebox Ratio	Amount Diff	Percent Diff	21/22 Average Fare	22/23 Average Fare	Amount Diff	Percent Diff
Dial-A-Ride Service																
Dial-A-Ride	87.82	91.31	3.48	4.0%	2.0	2.0	0.0	-1.0%	18.3%	9.3%	-9.0%	-49.2%	7.86	4.19	-3.66	-46.6%
NW Rides	94.42	98.68	4.25	4.5%	1.0	1.0	0.1	9.2%	78.0%	76.0%	-2.0%	-2.6%	77.18	71.95	-5.23	-6.8%
Total DAR	91.42	95.35	3.92	4.3%	1.4	1.5	0.0	2.4%	51.9%	47.1%	-4.8%	-9.2%	32.76	30.27	-2.49	-7.6%
Deviated Route																
01 Town Loop	82.62	87.68	5.06	6.1%	8.0	10.2	2.2	26.9%	8.4%	8.0%	-0.5%	-5.7%	0.87	0.68	-0.18	-21.1%
02 Netarts/Oceanside	87.08	89.26	2.18	2.5%	2.3	1.7	-0.6	-26.4%	3.4%	1.9%	-1.4%	-42.8%	1.26	1.01	-0.26	-20.4%
06 Port of Tillamook	84.41	94.28	9.87	11.7%	2.3	6.0	3.6	154.9%	2.5%	4.3%	1.8%	71.8%	0.91	0.68	-0.22	-24.7%
03 Manzanita	95.46	101.77	6.31	6.6%	3.7	3.7	0.0	0.2%	5.9%	3.9%	-2.0%	-33.5%	1.53	1.08	-0.45	-29.3%
04 Lincoln City	102.18	108.56	6.38	6.2%	2.2	2.4	0.3	12.1%	3.9%	3.0%	-0.9%	-22.9%	1.86	1.36	-0.50	-26.9%
Total Deviated Route	92.03	97.90	5.87	6.4%	4.3	4.9	0.6	13.8%	5.6%	4.4%	-1.2%	-21.3%	1.19	0.87	-0.31	-26.4%
Intercity																
05 Portland	101.89	110.84	8.95	8.8%	1.9	1.8	-0.1	-6.2%	18.4%	14.4%	-4.1%	-22.0%	9.79	8.85	-0.94	-9.6%
60X Salem	106.23	112.60	6.37	6.0%	2.3	2.8	0.5	19.9%	6.1%	6.8%	0.7%	10.9%	2.82	2.77	-0.05	-1.9%
70X Grand Ronde	102.94	111.62	8.67	8.4%	1.8	2.0	0.2	9.2%	3.0%	3.0%	-0.1%	-1.7%	1.71	1.67	-0.04	-2.4%
Total Intercity	103.83	111.67	7.84	7.6%	2.0	2.2	0.2	7.8%	10.0%	9.1%	-0.9%	-8.9%	5.07	4.61	-0.46	-9.1%
Other Services																
Trippers	80.57	84.88	4.31	5.4%	2.7	1.8	-0.9	-33.9%	2.9%	0.5%	-2.3%	-80.8%	0.84	0.26	-0.58	-69.4%
Special Bus Operation	81.67	96.47	14.80	18.1%	3.1	5.5	2.4	75.7%	0.0%	0.0%	0.0%	#DIV/0!	0.00	0.00	0.00	#DIV/0!
Total Other Services	81.55	94.73	13.18	16.2%	3.1	4.9	1.8	60.2%	0.3%	0.1%	-0.2%	-77.1%	0.09	0.01	-0.07	-83.4%
Total Other Services	94.58	100.69	6.11	6.5%	2.8	3.2	0.4	13.9%	20.8%	17.2%	-3.5%	-16.9%	6.90	5.36	-1.54	-22.3%

**Tillamook County Transportation District
FY21/22 to FY 22/23**

Year-Over-Year Comparison

Route/Run	Thru June 2023			Thru June 2023			Thru June 2023			Thru June 2023			Thru June 2023			
	21/22	22/23	Amount Difference	Percent Difference	21/22	22/23	Amount Difference	Percent Difference	21/22	22/23	Amount Difference	Percent Difference	21/22	22/23	Amount Difference	Percent Difference
Dial-A-Ride Service																
Dial-A-Ride	82,616	41,737	-40,879	-49.5%	10,517	9,951	-566	-5.4%	5,154	4,929	-226	-4.4%	452,677	450,026	-2,651	-0.6%
NW Rides	455,022	447,879	-7,143	-1.6%	5,896	6,225	330	5.6%	6,178	5,974	-204	-3.3%	583,358	589,482	6,124	1.0%
Total DAR	537,638	489,617	-48,022	-8.9%	16,413	16,176	-237	-1.4%	11,333	10,902	-430	-3.8%	1,036,035	1,039,508	3,473	0.3%
Deviated Route																
01 Town Loop	30,677	30,278	-399	-1.3%	35,359	44,237	8,878	25.1%	4,401	4,339	-62	-1.4%	363,656	380,472	16,816	4.6%
02 Netarts/Oceanside	4,817	3,452	-1,365	-28.3%	3,814	3,433	-381	-10.0%	1,644	2,010	366	22.3%	143,190	179,433	36,242	25.3%
06 Port of Tillamook Bay	1,464	3,344	1,880	128.4%	1,617	4,908	3,291	203.5%	691	822	132	19.1%	58,303	77,535	19,232	33.0%
03 Manzanita	26,372	20,401	-5,971	-22.6%	17,205	18,815	1,610	9.4%	4,685	5,112	427	9.1%	447,222	520,290	73,069	16.3%
04 Lincoln City	15,305	13,845	-1,460	-9.5%	8,229	10,183	1,954	23.7%	3,814	4,210	397	10.4%	389,688	457,067	67,379	17.3%
Total Local Fixed Route	78,635	71,320	-7,315	-9.3%	66,224	81,576	15,352	23.2%	15,235	16,495	1,259	8.3%	1,402,059	1,614,798	212,739	15.2%
Intercity																
05 Portland	63,647	65,241	1,594	2.5%	6,503	7,373	870	13.4%	3,392	4,099	707	20.8%	345,618	454,372	108,754	31.5%
60X Salem	22,827	29,083	6,256	27.4%	8,093	10,512	2,419	29.9%	3,496	3,787	292	8.4%	371,338	426,465	55,127	14.8%
70X Grand Ronde	6,350	6,766	416	6.5%	3,709	4,049	340	9.2%	2,052	2,052	0	0.0%	211,260	229,048	17,788	8.4%
Total Intercity	92,824	101,090	8,266	8.9%	18,305	21,934	3,629	19.8%	8,940	9,939	999	11.2%	928,216	1,109,884	181,669	19.6%
Other Services																
Trippers	159	55	-104	-65.4%	189	214	25	13.2%	69	118	49	71.4%	5,546	10,016	4,470	80.6%
Special Bus Operation	0	0	0	#DIV/0!	1,667	3,646	1,979	118.7%	536	667	131	24.5%	43,743	64,309	20,565	47.0%
Total Other Services	159	55	-104	-65.4%	1,856	3,860	2,004	108.0%	604	785	180	29.8%	49,290	74,324	25,035	50.8%
Total TCTD Services	709,256	662,081	-47,175	-6.7%	102,798	123,546	20,749	20.2%	36,112	38,121	2,009	5.6%	3,415,599	3,838,514	422,915	12.4%

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

DIRECTORS POWERS, DUTIES, RESPONSIBILITIES, AND MEMBERSHIP	Number: 10
Adopted by the Board of Directors on January 13, 2005 Last reviewed: July 19, 2023	Pages: 2

Purpose

The purpose of this policy is to specify the requirements for membership on the Board of Directors and the responsibilities of the position as an elected official.

Positions and Terms

1. The Board of Directors of the District shall consist of seven (07) members serving staggered four (04) year terms, following term adjustments as prescribed in HB2853.
2. The Tillamook County Clerk's office provides for each Board member to be identified by a position number. Position numbers shall be transferred to the successors of each Board member.
3. All Board members shall serve at large.

Election of Board Members

The election of Board members shall be conducted as provided by ORS Chapter 255.

Term of Office

Except where the Board is filling a vacancy on the Board, terms of office shall start on July 1 following the election.

Oath of Office

Each newly elected or appointed Board member may take an oath of office at a regularly scheduled, monthly Board meeting.

Qualifications

Board members may not be an employee of the transportation district as provided in ORS 198.115, and this shall take effect in accordance with this statute. No person shall be eligible to be a Board member who is not at the time of election or appointment a primary resident of Tillamook County. No person elected or appointed to the Board shall be seated unless such person meets the qualifications as stated above. If questions exist regarding the eligibility of any candidate, the Board shall obtain an opinion from legal counsel before seating such person.

Maintenance of Eligibility

Board members must maintain their eligibility throughout the term of office. For example, as residency is an eligibility requirement, a director who moves out of the District during the term of office must resign his or her position.

Vacancies

As per ORS 198.320, vacancies on the Board shall be filled by appointment by a majority of the remaining members of the Board. The period of service of a person

appointed to fill a vacancy shall expire on June 30 after the next District election at which a successor is elected to fill the remainder of the term.

Meeting the Needs of the District

It is the policy of the TCTD Board of Directors to exercise those powers granted to it, and to carry out those duties assigned to it by law, in such a way as to best meet the needs of the public.

Primary Responsibilities

The TCTD Board of Directors has the following primary responsibilities:

- To adopt the annual budget;
- Create and interpret District policies;
- Hire the District's General Manager; and
- Serve as its contract review board.

Formulation and Interpretation of District Policy

The most important activity of the Board is the formulation and interpretation of District policies. The Board shall establish policy, reserving to itself all authority and responsibility not expressly assigned to other District officers and personnel.

Emergencies

The Board may appoint members of the Board to temporarily fill District staff positions in an emergency situation. The Board must declare the lack of staff an emergency and set forth time limits of the appointments.

Board Members Authorized By Official Board Action Only

No individual Board member may speak for or act on behalf of the Board or District, except as authorized to do so by official Board action as recorded in the official minutes, guidelines, or policies of the District.

Ethical Standards

Board members act as representatives of the citizens of the District. Therefore, Board members shall adhere to the highest ethical standards in the conduct of District business.

Board Member Education

In order to effectively carry out their duties, Board members should be adequately informed. **Members are required to attend at least one (1) conference and/or other training programs per year as the Board may authorize.**

Public Accountability

Board members need to keep the public informed on all District matters, make decisions based on the transportation needs of the public, spend the District's money with prudence and trust, and place the needs of the public above the ambitions of the Board or the District.

Board Member Compensation

Members will be paid a \$50 stipend per meeting for attendance at public meetings convened for the purpose of conducting TCTD business, pursuant to ORS 198.190.

Such compensation shall not be deemed lucrative. Board members shall be reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official District duties.

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

**Authorizing the General Manager)
to Execute ODOT STIF IC)
Grant Agreement No. 35588)**

RESOLUTION NO. 23-26

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311(f) / STIF Intercommunity Discretionary fund to support projects that enhance the Statewide Transit Network Program, which grant is memorialized in ODOT Grant Agreement No. 35588; and

WHEREAS, ODOT allocated funding to the District for the capital purchase of one Route 5 Coastliner expansion transit vehicle; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35588 in the amount of \$246,400 on behalf of the District to aid in the financing of the capital purchase of one transit vehicle.

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. 35588 in the amount of \$246,400 on behalf of the Tillamook County Transportation District, to purchase one transit vehicle between July 1, 2023 and June 30, 2027.

INTRODUCED AND ADOPTED this 19th day of July 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

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$246,400.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. 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.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

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

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

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

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all 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 funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

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

d. STIF Procurements

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

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
 - ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
 - iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
 - iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
 - v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
 - vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

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

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

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

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

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

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

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **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 Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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 _____ 06/16/2023

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: STIF IC Tillamook County Transportation District 35588				
<i>Route 5 Coastliner Expansion Service Vehicle Purchase</i>				
P-23-3784-01 Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$308,000.00	\$246,400.00	\$61,600.00	Local
Sub Total	\$308,000.00	\$246,400.00	\$61,600.00	
Grand Total	\$308,000.00	\$246,400.00	\$61,600.00	

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

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.

Funding under this Agreement is for the purchase of 1 transit vehicle as follows:

Useful life - 10 years or 350,000 miles; approximate length - 35 feet; estimated number of seats - 24; estimated number of ADA securement stations - 2; fuel type - propane.

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

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will ensure that all purchases and installations must be completed prior to the expiration date of this Agreement.

*Estimated order date: July 1, 2023.
Estimated delivery 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 vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

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

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) requirements for each vehicle and meets FTA transit asset management requirements in 49 Part 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.

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.

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

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.

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 a cover letter and copies of all invoices associated with expenses identified for reimbursement.

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.

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.

Reporting on Mitigation of Tax Impacts to Low-income Populations

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

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

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

<p>State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30</p> <p>And/Or</p> <p>STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.</p>	<p>State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871</p>		<p>Total State Funding \$246,400.00</p>
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<p>Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179</p>

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

limits of insurance.

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

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.

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.

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.

COMMERCIAL GENERAL LIABILITY.

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

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

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).

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**.

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

**Authorizing the General Manager)
to Execute ODOT STIF IC)
Grant Agreement No. 35609)**

RESOLUTION NO. 23-27

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311(f) / STIF Intercommunity Discretionary fund to support projects that enhance the Statewide Transit Network Program, which grant is memorialized in ODOT Grant Agreement No. 35609; and

WHEREAS, ODOT allocated funding to the District for operating assistance and vehicle preventive maintenance for the Route 5 Coastliner service expansion; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35609 in the amount of \$716,800 on behalf of the District to aid in the financing of operations and vehicle 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. 35609 in the amount of \$716,800 on behalf of the Tillamook County Transportation District, for operating assistance and vehicle preventive maintenance for the Route 5 Coastliner service expansion between July 1, 2023 and June 30, 2025.

INTRODUCED AND ADOPTED this 19th day of July 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

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$716,800.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. 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.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
 - v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

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

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

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

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

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

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all 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 funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- d. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

11. General Provisions

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

Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

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

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

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

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

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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 _____ 06/16/2023

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: STIF IC Tillamook County Transportation District 35609				
<i>Route 5 Coastliner Expansion Service Operations and Preventive Maintenance</i>				
P-23-3785-01 Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$806,000.00	\$644,800.00	\$161,200.00	Local
P-23-3785-02 Item #1: Preventive Maintenance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$90,000.00	\$72,000.00	\$18,000.00	Local
Sub Total	\$896,000.00	\$716,800.00	\$179,200.00	
Grand Total	\$896,000.00	\$716,800.00	\$179,200.00	

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 provides funding for Recipient to provide intercity service between Tillamook and Portland on the Coastliner Route 5. Stops at Tillamook Park and Ride, Tillamook Transit Center 2nd and Laurel, Forest Center Highway 6 at 22 mile post, North Plains, 185th Avenue connects with TriMet, Sunset Transit Center connects with TriMet, Portland Union station connecting with Amtrak, Greyhound, and TriMet

Intercity service is provided 3 roundtrip runs per day, 7 days a week, starting at 4:55 through at 6:05 pm

Preventive Maintenance

This Agreement provides funding for preventive maintenance on vehicles and non- vehicle assets 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.

The Intercity project enhances the statewide transit network by providing 3 round trips per day to the Portland metro area, with connections to Amtrak, Greyhound, Ride Connection and TriMet.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

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.

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.

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.

Preventive Maintenance

Recipient will complete all preventive maintenance tasks 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, upon request, a plan for scheduled preventive maintenance. 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.

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. 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.

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.

Recipient, if operating demand response service, is encouraged to create and maintain GTFS-flex data for their service. (This can be supported by State's GTFS-flex contractor.)

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

STIF Intercommunity- supported service providers are strongly encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Modifications to Project Objectives or Service:

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

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

4. PROJECT ACCOUNTING and 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.

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.

Preventive Maintenance

Sources that may be used as Recipient's matching funds for this Agreement include Statewide Transportation Improvement Formula Fund, 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. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

5. REPORTING AND INVOICING REQUIREMENTS

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.

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.

Preventive Maintenance

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State and described in Recipient's 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.

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.

Reporting on Mitigation of Tax Impacts to Low-income Populations

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

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

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

<p>State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30</p> <p>And/Or</p> <p>STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.</p>	<p>State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871</p>		<p>Total State Funding \$716,800.00</p>
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<p>Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179</p>

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

limits of insurance.

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

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.

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.

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.

COMMERCIAL GENERAL LIABILITY.

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

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

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).

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**.

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

**Authorizing the General Manager)
to Execute Amendment Number 1)
to ODOT Section 5304 Grant)
Agreement No. 35137)**

RESOLUTION NO. 23-28

WHEREAS, the District applied to, and was awarded by, the Oregon Department of Transportation (“ODOT”) for a Section 5304 grant to update the District’s Coordinated Public Transit-Human Services Transportation Plan; and

WHEREAS, on July 1, 2021, the District entered into ODOT Grant Agreement No. 35137 (the “Grant Agreement”), memorializing a grant in the amount of \$36,000; and

WHEREAS, the District and ODOT mutually desire to modify Exhibit A to extend the Grant Agreement period to allow for completion of the above-mentioned Plan; and

WHEREAS, the District’s Board of Directors wishes to authorize the General Manager to execute Amendment Number 1 to extend the Grant Agreement period to allow for completion of the above-mentioned Plan.

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 1 to ODOT Grant Agreement No. 35137 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 1 and incorporated herein.

INTRODUCED AND ADOPTED this 19th day of July 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35137
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 **July 1, 2021**. 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 extend the agreement period.

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 6.b.iv 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, 2024** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

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."

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 _____ 06/29/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: 5304 Tillamook County Transportation District 35137				
<i>TCTD Coordinated Human Services Public Transportation Plan "Coordinated Plan" Update.</i>				
P-21-3452-01 Item #1: Short Range Transportation Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$45,000.00	\$36,000.00	\$9,000.00	State
Sub Total	\$45,000.00	\$36,000.00	\$9,000.00	
Grand Total	\$45,000.00	\$36,000.00	\$9,000.00	

1. BACKGROUND

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

2. PROJECT DESCRIPTION

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

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

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

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

The Plan's milestones are listed below:

Approximate timeline:

- Consultant Selection - 12/2021*
- Existing Needs Analysis - 6/2022*
- Priorities and Goals - 06/2023*
- Plan Adoption - 6/2024*

PROJECT DELIVERABLES, TASKS and SCHEDULE

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

A) TASK ONE: Needs Assessment

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

B) TASK TWO: Financial Cost Estimates for Implementing Options and Outcomes

- a. Determine the funds needed to improve the system*

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

C) TASK THREE: Priorities and Goals

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

D) TASK FOUR: Public Participation Documentation

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

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

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

3. PROJECT ACCOUNTING and MATCH FUNDING

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

4. REPORTING and INVOICING REQUIREMENTS

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

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

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

**Authorizing the General Manager)
to Execute Amendment Number 1)
to ODOT RVHT Grant)
Agreement No. 35344)**

RESOLUTION NO. 23-29

WHEREAS, the District applied to, and was awarded by, the Oregon Department of Transportation (“ODOT”), through a partnership with the Oregon Department of Veterans’ Affairs for a Rural Veterans Healthcare Transportation (RVHT) grant to provide health care access services to rural veterans; and

WHEREAS, on May 26, 2022, the District entered into ODOT Grant Agreement No. 35344 (the “Grant Agreement”), memorializing a grant in the amount of \$53,000; and

WHEREAS, the District and ODOT mutually desire to modify Exhibit A to extend the Grant Agreement period to September 30, 2023 to allow for continued reimbursement to prevent a gap in service while ODOT and ODVA finalize program funding; and

WHEREAS, the District’s Board of Directors wishes to authorize the General Manager to execute Amendment Number 1 to extend the Grant Agreement period to September 30, 2023 to allow for continued reimbursement to prevent a gap in service while ODOT and ODVA finalize program funding.

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 1 to ODOT Grant Agreement No. 35344 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 1 and incorporated herein.

INTRODUCED AND ADOPTED this 19th day of July 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

AMENDMENT NUMBER 1
ODOT GRANT AGREEMENT NO. 35344
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 **May 26, 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 extend the Agreement period and change recipient contact.

Page 1, Agreement, Paragraph 1, which reads:

1. **Effective Date.** This Agreement shall become effective on the later of **February 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 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 6.b.iv 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 **February 1, 2022** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **September 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 6.b.iv of this Agreement.

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."

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 _____ Jennifer Boardman

Date _____ 06/30/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

Revised Exhibit A
Project Description and Budget

Project Description/Statement of Work

Project Title: RVHT Tillamook County Transportation District 35344				
<i>Tillamook County Veterans Services Transportation Project: Continue to connect with DAV van to expand the reach of medical rides for veterans.</i>				
P-21-1810-01 Item #1: Operating Assistance				
	Total	Grant Amount	Local Match	Match Type(s)
	\$53,000.00	\$53,000.00	\$0.00	
Sub Total	\$53,000.00	\$53,000.00	\$0.00	
Grand Total	\$53,000.00	\$53,000.00	\$0.00	

1. BACKGROUND

The Rural Veterans Healthcare Transportation (RVHT) Grant Program was created through a partnership with Oregon Department of Veterans' Affairs (ODVA). RVHT provides free rides to veterans residing in rural areas who are seeking access to healthcare and health related goods and services. This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of RVHT and its associated reporting requirements.

2. PROJECT DESCRIPTION

Provides up to \$53,000 of Operations funding for Recipient to provide health care access services to rural veterans in and around the communities of Tillamook County, Oregon and for out-of-market care in communities such as Camp Rilea, Lincoln City, Salem, and Portland, Oregon; as well as Vancouver, Washington.

3. PROJECT DELIVERABLES and TASKS

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to primarily benefit veterans residing in or near eligible census tracts. Eligible census tracts are those classified by Primary Rural-Urban Commuter Area codes 4 through 10 (United States Department of Agriculture Economic Research Service 2010).

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

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Veterans will be served in coordinated, shared ride services where and when practicable, and in a dedicated ride mode where and when it is not.

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 to veterans, provide veteran-centered outreach, and offer training to assist veterans in learning to use public transit.

This project estimates the following deliverables between the date of execution and September 30, 2023:

*Veteran Rides: 810
Veteran Service Miles: 36,779
Veteran Service Hours: 1,215
Outreach Events: 5
Veterans Informed about RVHT Services: 325
Veterans Ride Coached: 175
Veterans Travel Trained: 15*

4. PROJECT ACCOUNTING and MATCHING FUNDING

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

This award does not require local match. RVHT reimburses the fully-allocated cost of services under this Agreement; Recipient may not charge a fare, co-pay, or other form of fee-for-service.

5. REPORTING and INVOICING REQUIREMENTS

Recipient shall submit a Cognito Forms based report provided by State on a quarterly basis as a condition of reimbursement.