

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Wednesday, September 20th, 2023 at 6:00PM

Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District

Normal Trial Balance

From 7/1/2023 Through 7/31/2023

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	264,012.91	
1006	Payroll Checking #5614	24,569.35	
1009	NW RIDES ACCOUNT #8510	771,130.75	
1011	Prop. Mgmt. Checking #7071	23,828.17	
1020	LGIP - General Account	162,883.21	
1030	LGIP - Capital Reserve	2,204,499.20	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		3,451,123.59	0.00
		<hr/> <hr/>	<hr/> <hr/>
Report Difference		3,451,123.59	
		<hr/> <hr/>	

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 7/1/2023 Through 7/31/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
17967	7/10/2023	0.00		
18011	7/18/2023	0.00		
18012	7/18/2023	0.00		
18013	7/18/2023	0.00		
18014	7/18/2023	0.00		
18015	7/18/2023	0.00		
18016	7/18/2023	0.00		
18017	7/18/2023	0.00		
18018	7/18/2023	0.00		
18019	7/18/2023	0.00		
18020	7/18/2023	0.00		
18021	7/18/2023	0.00		
18033	7/27/2023	1,100.00	NATHAN LEVIN	AP 70X LEASE
18034	7/28/2023	100.00	DONALD ANDERSON	DOT MED CARD RENEWAL
18035	7/31/2023	117.90	RANDALL BICE	MILEAGE REIMBURSEMENT FOR TRAINING
ACH 7.10.2023	7/10/2023	40,255.14	SAIF	SAIF WORKERS COMP 23-24
ACH 7.28.2023	7/27/2023	2,385.00	CTE	NWOTA ZEB CONFERENCE REGISTRATION
Report Total		<u>43,958.04</u>		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking #5614

From 7/1/2023 Through 7/31/2023

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
5788	7/28/2023	740.63	CHRIS MOTLEY	RETURN DD CHECK
ACH 7.15.2023	7/15/2023	<u>635.72</u>	AFLAC	ACH AFLAC 7.2023
Report Total		<u>1,376.35</u>		

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 7/1/2023 Through 7/31/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4003	7/31/2023	1,868.80	AAA RIDE ASSIST	7/1-7/8/2023
4003	7/31/2023	2,395.45	AAA RIDE ASSIST	7/16-7/22/2023
4003	7/31/2023	2,789.80	AAA RIDE ASSIST	7/9-7/15/2023
4004	7/31/2023	5,959.25	COLUMBIA MEDICAL	7/1-7/8/2023
4004	7/31/2023	8,050.00	COLUMBIA MEDICAL	7/16-7/22/2023
4004	7/31/2023	11,902.00	COLUMBIA MEDICAL	7/23-7/31/2023
4004	7/31/2023	7,634.25	COLUMBIA MEDICAL	7/9-7/15/2023
4005	7/31/2023	6,268.75	COLUMBIA COUNTY RIDER	JULY 2023
4006	7/31/2023	2,284.00	K & M MEDIVAN	7/1-7/8/2023
4007	7/31/2023	13,314.50	MEDIX AMBULANCE	5/21-5/27/2023
4007	7/31/2023	10,635.00	MEDIX AMBULANCE	6/18-6/24/2023
4007	7/31/2023	13,296.00	MEDIX AMBULANCE	6/25-6/30/2023
4007	7/31/2023	12,499.50	MEDIX AMBULANCE	6/4-6/10/2023
4008	7/31/2023	5,702.90	METRO WEST	JULY 2023
4009	7/31/2023	9,126.00	Ride Connection Bridge	5/13-5/19/2023
4009	7/31/2023	11,342.40	Ride Connection Bridge	5/20-5/26/2023
4009	7/31/2023	3,670.70	Ride Connection Bridge	5/27-5/31/2023
4009	7/31/2023	11,363.90	Ride Connection Bridge	5/6-5/12/2023
4010	7/31/2023	25,766.50	RYANS TRANSPORTATION SERVICE	7/1-7/8/2023
4010	7/31/2023	28,079.00	RYANS TRANSPORTATION SERVICE	7/9-7/15/2023
4011	7/31/2023	27,208.50	TILLAMOOK CNTY TRANS. DIST.	TCTD NWR TRIPS JULY 2023
4012	7/31/2023	2,384.70	WILLAMETTE VALLEY TRANSPORT	JULY 2023
ACH 7.12.23	7/12/2023	462.00	Pacific Office Automation	ACH POA 7.2023
Report Total		224,003.90		

There were no checks written from Property Management for the Month of July 2023

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	3500	0.00	85,272.92	1,023,275.00	(1,023,275.00)	0.00%
Fares	4000	15,389.71	19,583.33	235,000.00	(219,610.29)	6.54%
Contract Revenue	4020	27,208.50	78,027.25	936,327.00	(909,118.50)	2.90%
Property Tax	4100	5,020.28	97,180.25	1,166,163.00	(1,161,142.72)	0.43%
Past Years Property Tax	4110	2,309.86	2,083.33	25,000.00	(22,690.14)	9.23%
State Timber Revenue	4120	0.00	30,687.08	368,245.00	(368,245.00)	0.00%
Mass Transit State Payroll Tax	4130	33,279.08	7,791.67	93,500.00	(60,220.92)	35.59%
Capital Grants	4210	0.00	115,436.25	1,385,235.00	(1,385,235.00)	0.00%
Grants - FTA 5311	4220	0.00	152,104.58	1,825,255.00	(1,825,255.00)	0.00%
Grants - 5311 (f)	4240	0.00	70,623.42	847,481.00	(847,481.00)	0.00%
Grants - 5310	4245	0.00	14,131.25	169,575.00	(169,575.00)	0.00%
Grants - 5305	4246	0.00	2,380.50	28,566.00	(28,566.00)	0.00%
Special Bus Operations	4300	0.00	88.17	1,058.00	(1,058.00)	0.00%
Miscellaneous Income	4400	167.08	7,366.75	88,401.00	(88,233.92)	0.18%
Sale of Assets - Income	4410	0.00	250.00	3,000.00	(3,000.00)	0.00%
Interest Income	4510	691.99	2,083.33	25,000.00	(24,308.01)	2.76%
Transfer from NWOTA	4917	0.00	250.00	3,000.00	(3,000.00)	0.00%
Transfer from STIF Fund	4918	0.00	64,107.00	769,284.00	(769,284.00)	0.00%
Total Resources	<u>84,066.50</u>	<u>749,447.08</u>	<u>84,066.50</u>	<u>8,993,365.00</u>	<u>(8,909,298.50)</u>	<u>0.93%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	43,486.85	41,039.67	492,476.00	448,989.15	8.83%
Payroll: Dispatch	5020	4,201.24	13,695.83	164,350.00	160,148.76	2.55%
Payroll: Drivers	5030	89,131.04	108,836.67	1,306,040.00	1,216,908.96	6.82%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
5040 Payroll: Maintenance	6,742.04	13,656.25	6,742.04	163,875.00	157,132.96	4.11%
5050 Payroll Expense	12,226.90	14,375.58	12,226.90	172,507.00	160,280.10	7.08%
5051 Payroll Healthcare	31,887.10	45,385.00	31,887.10	544,620.00	512,732.90	5.85%
5052 Payroll Retirement	5,725.96	7,461.09	5,725.96	89,533.00	83,807.04	6.39%
5053 Payroll Veba	2,926.28	3,525.00	2,926.28	42,300.00	39,373.72	6.91%
Workers Compensation Ins.	39,899.81	2,666.67	39,899.81	32,000.00	(7,899.81)	124.68%
Total Personnel Services	236,227.22	250,641.76	236,227.22	3,007,701.00	2,771,473.78	7.85%
Materials and Services						
5100 Professional Services	16,890.47	10,375.00	16,890.47	124,500.00	107,609.53	13.56%
5103 Planning	0.00	2,380.50	0.00	28,566.00	28,566.00	0.00%
5120 Dues & Subscriptions	2,034.98	895.00	2,034.98	10,740.00	8,705.02	18.94%
5140 Office Equipment R&R	0.00	308.33	0.00	3,700.00	3,700.00	0.00%
5145 Computer R&M	1,609.70	2,043.92	1,609.70	24,527.00	22,917.30	6.56%
5150 Fees & Licenses	3,055.03	1,872.75	3,055.03	22,473.00	19,417.97	13.59%
5160 Insurance	0.00	12,078.50	0.00	144,942.00	144,942.00	0.00%
5170 Office Expense	1,385.97	854.17	1,385.97	10,250.00	8,864.03	13.52%
5175 Board Expense	2,016.53	1,487.08	2,016.53	17,845.00	15,828.47	11.30%
5180 Operational Expense	1,500.73	3,653.17	1,500.73	43,838.00	42,337.27	3.42%
5185 Drug & Alcohol Administration	55.00	125.00	55.00	1,500.00	1,445.00	3.66%
5190 Marketing	4,419.99	6,973.75	4,419.99	83,685.00	79,265.01	5.28%
5210 Telephone Expense	1,748.41	1,347.75	1,748.41	16,173.00	14,424.59	10.81%
5220 Travel & Training	174.18	1,833.34	174.18	22,000.00	21,825.82	0.79%
5230 Uniforms	134.68	0.00	134.68	0.00	(134.68)	0.00%
5240 Vehicle Expense	31,963.76	12,500.00	31,963.76	150,000.00	118,036.24	21.30%
5245 Diesel & Gasoline Fuel	32,226.71	31,350.00	32,226.71	376,200.00	343,973.29	8.56%
5247 Propane Fuel	0.00	2,500.00	0.00	30,000.00	30,000.00	0.00%



Tillamook County Transportation District

Financial Statement

01 - General Fund

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Postage	138.70	105.67	138.70	1,268.00	1,129.30	10.93%
Mgmt/Labor Recreation Fund	0.00	332.08	0.00	3,985.00	3,985.00	0.00%
Office Rent	0.00	1,075.00	0.00	12,900.00	12,900.00	0.00%
Transit Center Maint	1,395.38	1,695.67	1,395.38	20,348.00	18,952.62	6.85%
Operations Facility Maint.	680.74	350.00	680.74	4,200.00	3,519.26	16.20%
Total Materials and Services	101,430.96	96,136.68	101,430.96	1,153,640.00	1,052,209.04	8.79%
Transfers						
Transfer to LGIP 5931	0.00	13,076.08	0.00	156,913.00	156,913.00	0.00%
Transfer to Vehicle Reserve	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Transfer to NWOTA Fund	0.00	100,748.00	0.00	1,208,976.00	1,208,976.00	0.00%
Unappropriated Ending Fund Bal	0.00	44,938.42	0.00	539,261.00	539,261.00	0.00%
Total Transfers	0.00	159,012.50	0.00	1,908,150.00	1,908,150.00	0.00%
Capital Outlay						
Capital Purchases						
Bus Replacement/Addition	0.00	53,220.75	0.00	638,649.00	638,649.00	0.00%
Van Replacement/Addition	0.00	14,955.00	0.00	179,460.00	179,460.00	0.00%
Bus Stop Signage/Shelters	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Other Capital Projects	450.00	12,379.00	450.00	148,548.00	148,098.00	0.30%
Total Capital Purchases	450.00	194,636.08	450.00	2,335,633.00	2,335,183.00	0.02%
Total Capital Outlay	450.00	194,636.08	450.00	2,335,633.00	2,335,183.00	0.02%
Total Expenses	338,108.18	700,427.02	338,108.18	8,405,124.00	8,067,015.82	4.02%



Tillamook County Transportation District

Financial Statement

02 - Property Management Fund

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	3500	0.00	3,750.00	45,000.00	(45,000.00)	0.00%
Lease Income	4900	1,700.00	3,000.00	36,000.00	(34,300.00)	4.72%
Lease Operational Exp Income	4910	0.00	1,250.00	15,000.00	(15,000.00)	0.00%
Transfer From General Fund	4911	0.00	1,159.25	13,911.00	(13,911.00)	0.00%
Total Resources	<u>1,700.00</u>	<u>9,159.25</u>	<u>1,700.00</u>	<u>109,911.00</u>	<u>(108,211.00)</u>	<u>1.55%</u>
Expenses						
Materials and Services						
Professional Services	5100	0.00	166.67	2,000.00	2,000.00	0.00%
Property Operating Expense	5300	2,178.59	2,383.33	28,600.00	26,421.41	7.61%
Property Maint. & Repair	5340	6,104.68	2,932.67	35,192.00	29,087.32	17.34%
Total Materials and Services	<u>8,283.27</u>	<u>5,482.67</u>	<u>8,283.27</u>	<u>65,792.00</u>	<u>57,508.73</u>	<u>12.59%</u>
Capital Outlay						
Debt Service						
PUD Loan Expense	5325	0.00	570.83	6,850.00	6,850.00	0.00%
OTIB TVC Loan 0071	5337	0.00	913.25	10,959.00	10,959.00	0.00%
OTIB Loan 0061	5338	0.00	2,192.50	26,310.00	26,310.00	0.00%
Total Debt Service	<u>0.00</u>	<u>3,676.58</u>	<u>0.00</u>	<u>44,119.00</u>	<u>44,119.00</u>	<u>0.00%</u>
Total Capital Outlay	<u>0.00</u>	<u>3,676.58</u>	<u>0.00</u>	<u>44,119.00</u>	<u>44,119.00</u>	<u>0.00%</u>
Total Expenses	<u>8,283.27</u>	<u>9,159.25</u>	<u>8,283.27</u>	<u>109,911.00</u>	<u>101,627.73</u>	<u>7.54%</u>



Tillamook County Transportation District
Financial Statement
04 - Capital Reserve Fund
From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	3500	71,416.67	0.00	857,000.00	(857,000.00)	0.00%
Interest Income	4510	2,083.33	7,660.23	25,000.00	(17,339.77)	30.64%
Total Resources		<u>73,500.00</u>	<u>7,660.23</u>	<u>882,000.00</u>	<u>(874,339.77)</u>	<u>0.87%</u>
Expenses						
Transfers						
Reserve for Future Expenditure	9175	73,500.00	0.00	882,000.00	882,000.00	0.00%
Total Transfers		<u>73,500.00</u>	<u>0.00</u>	<u>882,000.00</u>	<u>882,000.00</u>	<u>0.00%</u>
Total Expenses		<u>73,500.00</u>	<u>0.00</u>	<u>882,000.00</u>	<u>882,000.00</u>	<u>0.00%</u>

Tillamook County Transportation District

Financial Statement

05 - Vehicle Purchase Reserve Fund
From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital						
3500	0.00	2,852.08	0.00	34,225.00	(34,225.00)	0.00%
4911	0.00	250.00	0.00	3,000.00	(3,000.00)	0.00%
Total Resources	0.00	3,102.08	0.00	37,225.00	(37,225.00)	0.00%
Expenses						
Transfers						
Reserve for Future Expenditure						
9175	0.00	3,102.08	0.00	37,225.00	37,225.00	0.00%
Total Transfers	0.00	3,102.08	0.00	37,225.00	37,225.00	0.00%
Total Expenses	0.00	3,102.08	0.00	37,225.00	37,225.00	0.00%

Tillamook County Transportation District

Financial Statement

06 - Bus Wash Maintenance Reserve
From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	0.00	1,928.33	0.00	23,140.00	(23,140.00)	0.00%
Total Resources	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>(23,140.00)</u>	<u>0.00%</u>
Expenses						
Transfers						
Reserve for Future Expenditure	0.00	1,928.33	0.00	23,140.00	23,140.00	0.00%
Total Transfers	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>23,140.00</u>	<u>0.00%</u>
Total Expenses	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>23,140.00</u>	<u>0.00%</u>

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	12,000.00	15,301.33	12,000.00	183,616.00	(171,616.00)	6.53%
Transfer From General Fund	0.00	100,748.00	0.00	1,208,976.00	(1,208,976.00)	0.00%
Transfer from STIF Fund	0.00	13,333.33	0.00	160,000.00	(160,000.00)	0.00%
Total Resources	<u>12,000.00</u>	<u>136,049.33</u>	<u>12,000.00</u>	<u>1,632,592.00</u>	<u>(1,620,592.00)</u>	<u>0.74%</u>
Expenses						
Materials and Services						
Professional Services	1,520.00	416.67	1,520.00	5,000.00	3,480.00	30.40%
Administrative Support	5,397.80	2,083.33	5,397.80	25,000.00	19,602.20	21.59%
Website Maintenance	0.00	1,250.00	0.00	15,000.00	15,000.00	0.00%
Marketing	0.00	3,333.33	0.00	40,000.00	40,000.00	0.00%
Travel & Training	2,590.00	833.33	2,590.00	10,000.00	7,410.00	25.90%
Total Materials and Services	<u>9,507.80</u>	<u>7,916.66</u>	<u>9,507.80</u>	<u>95,000.00</u>	<u>85,492.20</u>	<u>10.01%</u>
Transfers						
Transfer to General Fund	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Unappropriated Ending Fund Bal	0.00	13,801.33	0.00	165,616.00	165,616.00	0.00%
Total Transfers	<u>0.00</u>	<u>14,051.33</u>	<u>0.00</u>	<u>168,616.00</u>	<u>168,616.00</u>	<u>0.00%</u>
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Capital Purchases	<u>0.00</u>	<u>114,081.33</u>	<u>0.00</u>	<u>1,368,976.00</u>	<u>1,368,976.00</u>	<u>0.00%</u>
Total Capital Outlay	<u>0.00</u>	<u>114,081.33</u>	<u>0.00</u>	<u>1,368,976.00</u>	<u>1,368,976.00</u>	<u>0.00%</u>
Total Expenses	<u>9,507.80</u>	<u>136,049.32</u>	<u>9,507.80</u>	<u>1,632,592.00</u>	<u>1,623,084.20</u>	<u>0.58%</u>

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT
From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital	0.00	8,333.33	0.00	100,000.00	(100,000.00)	0.00%
NWR Revenue	423,909.54	373,966.42	423,909.54	4,487,597.00	(4,063,687.46)	9.44%
NWR Reserve	0.00	325,000.00	0.00	325,000.00	(325,000.00)	0.00%
Interest Income	0.00	66.67	0.00	800.00	(800.00)	0.00%
Total Resources	423,909.54	707,366.42	423,909.54	4,913,397.00	(4,489,487.46)	8.63%
Expenses						
Personnel Services						
Payroll: Administration	22,464.74	32,731.75	22,464.74	392,781.00	370,316.26	5.71%
Payroll: Indirect	1,039.80	1,771.25	1,039.80	21,255.00	20,215.20	4.89%
Payroll Expense	3,040.02	2,994.58	3,040.02	35,935.00	32,894.98	8.45%
Payroll Healthcare	12,236.00	8,683.50	12,236.00	104,202.00	91,966.00	11.74%
Payroll Retirement	1,268.78	2,630.17	1,268.78	31,562.00	30,293.22	4.01%
Payroll Veba	585.70	1,233.75	585.70	14,805.00	14,219.30	3.95%
Workers Compensation Ins.	0.00	41.67	0.00	500.00	500.00	0.00%
Total Personnel Services	40,635.04	50,086.67	40,635.04	601,040.00	560,404.96	6.76%
Materials and Services						
Professional Services	795.00	416.67	795.00	5,000.00	4,205.00	15.90%
Office Equipment R&R	0.00	225.00	0.00	2,700.00	2,700.00	0.00%
Computer R&M	2,198.85	1,768.08	2,198.85	21,217.00	19,018.15	10.36%
Fees & Licenses	0.00	4,416.67	0.00	53,000.00	53,000.00	0.00%
Insurance	0.00	513.92	0.00	6,167.00	6,167.00	0.00%
Office Expense	520.35	416.67	520.35	5,000.00	4,479.65	10.40%
Operational Expense	325.00	125.00	325.00	1,500.00	1,175.00	21.66%
Telephone Expense	1,524.93	1,608.33	1,524.93	19,300.00	17,775.07	7.90%

Tillamook County Transportation District
Financial Statement

09 - NW RIDES ACCOUNT
From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Travel & Training	0.00	125.00	0.00	1,500.00	1,500.00	0.00%
Postage	0.00	41.67	0.00	500.00	500.00	0.00%
Purchased Transportation	138,293.90	299,235.67	138,293.90	3,590,828.00	3,452,534.10	3.85%
Member Mileage Reimbursement	0.00	13,310.42	0.00	159,725.00	159,725.00	0.00%
Volunteer Mileage Reimburse	16,711.08	10,521.92	16,711.08	126,263.00	109,551.92	13.23%
Office Rent	0.00	400.00	0.00	4,800.00	4,800.00	0.00%
Property Operating Expense	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
Total Materials and Services	160,369.11	333,375.02	160,369.11	4,000,500.00	3,840,130.89	4.01%
Transfers						
Reserve for Future Expenditure	0.00	25,988.08	0.00	311,857.00	311,857.00	0.00%
Total Transfers	0.00	25,988.08	0.00	311,857.00	311,857.00	0.00%
Total Expenses	201,004.15	409,449.77	201,004.15	4,913,397.00	4,712,392.85	4.09%

Tillamook County Transportation District

Financial Statement

10 - STIF

From 7/1/2023 Through 7/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	8%
Resources						
Working Capital						
STIF Formula	3500 0.00	42,818.83	0.00	513,826.00	(513,826.00)	0.00%
STIF Intercommunity	4135 0.00	25,361.83	0.00	304,342.00	(304,342.00)	0.00%
STIF Discretionary	4136 0.00	11,666.67	0.00	140,000.00	(140,000.00)	0.00%
Total Resources	4137 0.00	38,504.00	0.00	462,048.00	(462,048.00)	0.00%
		<u>118,351.33</u>	<u>0.00</u>	<u>1,420,216.00</u>	<u>(1,420,216.00)</u>	<u>0.00%</u>
Expenses						
Special Payments						
STF Payments to Recipients	5200 0.00	1,766.00	0.00	21,192.00	21,192.00	0.00%
STIF Payments to Recipients	5201 0.00	3,271.75	0.00	24,861.00	24,861.00	0.00%
Total Special Payments		5,037.75	0.00	46,053.00	46,053.00	0.00%
Transfers						
Transfer to General Fund	9130 0.00	64,107.00	0.00	769,284.00	769,284.00	0.00%
Reserve for Future Expenditure	9175 0.00	42,818.83	0.00	513,826.00	513,826.00	0.00%
Unappropriated Ending Fund Bal	9180 0.00	7,587.75	0.00	91,053.00	91,053.00	0.00%
Total Transfers		<u>114,513.58</u>	<u>0.00</u>	<u>1,374,163.00</u>	<u>1,374,163.00</u>	<u>0.00%</u>
Total Expenses		<u>119,551.33</u>	<u>0.00</u>	<u>1,420,216.00</u>	<u>1,420,216.00</u>	<u>0.00%</u>

nwCONNECTOR

Coordinating Committee In-Person Meeting

September 8, 2023; 10:00 am—12:00 pm

HYBRID

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) <ul style="list-style-type: none">  July Meeting Minutes (Attached)  Financial Report 	Cynda Bruce/All
10:20— 10:30a	3. NWOTA Standing Items <ul style="list-style-type: none">  Ridership Tracking 	Sarah Lu Heath
10:40- 11:05a	4. Happy Transit Introduction	Elea Carey
11:05- 11:30a	5. Executive Session	Sarah Lu Heath/ All
11:30- 11:45p	6. Other Business	All
11:45a – 12:00p	7. Member Updates	All

Attachments:

August 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

August 18, 2023

Virtual meeting called or order at 10:0am.

In Attendance: Cynda Bruce, John Dreeszen, Juliet Eldred, Jennifer Geisler, Sarah Lu Heath, Arla Miller, Brian Vitulli.

Consent Calendar: The financial report and July minutes were reviewed. A typo to the minutes we recognized: RPF was correct to RFP.

Trillium Update: Juliet Eldred informed the group that the advertising rates we were quoted previously have changed very modestly, less than a \$100 difference. She said once the contract is signed updates to assets and placements would be again. The estimated time frame is October.

Discussion about Trillium services continued. Jennifer shared that after service reductions, it took over 6 weeks to update the GTFS and still contains errors.

Bus Stop Update: Review of provided documents is underway. A new RFP will be needed.

Hydrogen Project: TCTD was successful in registering NWOTA members for the Zero Emissions Bus conference. Ideas were brainstormed about how to best utilize the conference.

Other Business: None.

The group discussed the September meeting and confirmed it would take place in-person in Tillamook with a virtual option.

Member Updates:

SETD shared that their financial forecasting is looking positive although ridership is still lagging. Paratransit rides are increasing in response to fixed route loss and restructuring. Jennifer confirmed that there will not be any rehiring of laid off staff and that workforce organizations should work with those employees to find other jobs.

TCTD shared that renovations are planned for the transit center and areas of the transit office. Two staff members will be attending an SDAO training. The district is also handling two incidents of accidental drug exposure that affected drivers.

CCR continues to assist SETD with financial matters.

ODOT: Arla mentioned that STIF funds will be available soon.

LCTD shared that they are working on a marketing campaign to recruit drivers.

Meeting was adjourned at 11:55am

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) <ul style="list-style-type: none">  June Meeting Minutes (Attached)  Financial Report 	Cynda Bruce/All
10:20— 10:30a	3. NWOTA Standing Items <ul style="list-style-type: none">  Ridership Tracking  Trillium update 	Sarah Lu Heath
10:40- 11:05a	4. Bus Stop Project Update	Brian Vitulli
11:05- 11:30a	5. Hydrogen Project <ul style="list-style-type: none"> a. Zero Emissions Bus Conference b. Coastal Decarbonization proposal 	Brian Vitulli/ Sarah Lu Heath
11:30- 11:45p	6. Other Business	All
11:45a – 12:00p	7. Member Updates	All

Attachments:

July Meeting Minutes
Ridership/Passenger Mile Tracking

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Sarah Lu Heath at 971.328.2877 at least 48 hours prior to the meeting.

NWOTA Meeting Minutes

July 14, 2023

In-person hybrid meeting called or order at 10:04

In Attendance: Cynda Bruce, John Dreeszen, Sarah Lu Heath, Finn Johnson, Paul Lewicki, Arla Miller, and Brian Vitulli.

Consent Calendar: The financial report and June minutes were reviewed.

Trillium Update: Trillium has contract for marketing and we're awaiting execution. The group agreed to move forward with continuing web services with Trillium as well.

Several updates and improvements were suggested by Natalie Zuercher and Brian Vitulli. The group agreed they were good recommendations. Trillium will be asked to make those changes.

Elect VP: John Dreeszen was previous nominated to serve as the Vice President for NWOTA. Paul Lewicki moved to elect, Brian Vitulli seconded, motion passed unanimously.

Bus Stop Update: Review of provided documents is underway. A new RPF will be needed.

Hydrogen Project: The group reviewed dates for the Zero Emissions Bus Conference and discussed process for members wishing to attend. Arla Miller also discussed fleet transition plans and possible technical assistance coming from ODOT on creating those plans.

Other Business: Finn Johnson, Sustainability Coordinator for the Oregon Coast Visitors Association (OCVA) provided a high-level overview of a feasibility study OCVA undertook showing demand for additional transit options for visitors. Feedback from the group included challenges to expanding service and the need to not duplicate services. The group also discussed how tourism funding might be leveraged to advertise and market existing transit options.

The group discussed the need to adjust next month's meeting which take place on August 18th, virtually.

Member Updates:

TCTD continues to look at how to revise the 70x route to serve riders and retain sustainability overall. 60x route is doing well.

CCR noted a favorable RLF review and the ongoing need for additional drivers.

SETD shared that their financial forecasting is looking like they will be sustainable again in the coming months.

LCT is working with drivers on perfecting driving habits in challenging settings.

Meeting was adjourned at 12:11pm.



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

DATE: September 20, 2023
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Internal meetings to review policies and procedures.
- Attended August 18 NWOTA meeting.
- Hosted and attended NWOTA meeting on September 8.
- Coordinating with counsel regarding CBA negotiations. Second negotiating session with Union held on September 11.
- On September 7, met with the Public Works Director/Tribal Transportation Program Manager of the Confederated Tribes of Grand Ronde to discuss status of Route 70X. The route is still currently suspended due to lack of available drivers. Will continue coordinating with them to formally discontinue the service, but not before engaging customers of the service for feedback.
- Attended SDAO *Authorities, Duties, and Liabilities of Special District Board Members and Staff* training on August 22.
- Invited to serve on the Oregon Transit Association's Board of Directors as a Small Transit District representative for a two-year term starting January 2024.
- Worked with NWOTA partners to restore nworegontransit.org website domain.
- Attended PC / Woods Parking Advisory Committee meeting on August 29.

Planning & Development

- Met with Kittelson & Associates, Inc. on August 30 to discuss progress and next steps for our *Coordinated Public Transit-Human Services Transportation Plan* (known as our CTP).
- Coordinated with Amtrak on August 23 to discuss October train schedule changes and status of the revised interline agreements.
- 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

- Applied for the final round of ODOT COVID Recovery Fund Discretionary Grant funding on June 15, 2023. Approval of funding awards occurred at the ODOT PTAC meeting on September 11. All three TCTD applications were approved at/or above the requested amount. Grant agreements will be developed and submitted to the District in the coming months.
- Submitted a Letter of Interest (LOI) for ODOT's Rural Veterans Healthcare Transportation grant. This is funding for the preservation of our existing project, as we have received funding for this program the past two years. These funds also require no local match. Normally, we get advance notice through a Notice of Funding Availability (NOFA) / Notice of Funding Opportunity (NOFO) and have an extended time to prepare our application and get authorization from the Board to submit the application. In this case, though, I received notice from ODOT on August 29 and the deadline to submit the LOI was 5:00 PM on September 11.

Facility/Property Management

- Notice to Proceed was issued on August 23. Work on Transit Center began on Wednesday, September 6. Renovations to TCTD Administration Building to commence shortly. Substantial completion scheduled for December 2023.

Operations/Vehicle Maintenance

- Received new Ford Transit Class E1 Dial-A-Ride vehicle (#114) on August 24, 2023.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, August 16, 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 6:01 pm.
2. **Pledge of Allegiance**
3. **Roll Call:**

Present

TCTD Board of Directors

Mary Johnson, Board Chair
Gary Hanenkrat, Director
Linda Adler, Vice Chair
Jim Heffernan, Director
Marni Johnston, Treasurer
Jonathan Bean, Secretary
Thomas Fiorelli, Director

TCTD Staff

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

Guest

John Cline, Citizen
Arla Miller, ODOT

4. **Announcements and Changes to Agenda:** GM Vitulli announced the following changes to the agenda: None
5. **Public & Guest Comments:** None
6. **Executive Session:** None

STATE OF THE DISTRICT REPORT

7. **Financial Report:** FS Bond provided the following up-to-date financial report:

Apologized for changes with financials last minute. Wrote minimal checks in July because of accounting software in correlation with the new fiscal year budget.

Will be caught up in August with checks. Dir. Adler asked about Board Member Checks. FS Bond said the checks were written in August and cleared the bank in the month of August.

Page #19 through 30 are not correct budgeted numbers. Page #43 through 53 are the financials with budgeted numbers. This is what happened in the month of July.

In the future all funds will not lump together. For example, looking at General Funds. This will be reported as a mirror image of the budget.

Page #43 the total budget should match resources 3 pages in with total expenses but it doesn't. Found this just before the meeting. Abila is working on it with me, it's important to show you that it doesn't match. This will be corrected.

Resources are high but this is due to quarterly payments. Workers' compensation is a one-time lump sum payment.

NWOTA travel and training has spent \$2,500. This is for ZEB (Zero Emission Bus) Conference in September.

8. **Service Measure Performance Report:** OS Reed provided the following information:

OS Reed presented the July 2023 service performance slideshow to the Board.

Up in passengers per hour, which equates to lower service costs per hour.

PC Shuttle ridership is down, this is due to the 4th of July being on a Wednesday this year in comparison to last year.

GM Vitulli asked why ridership is down on Route 6. OS Reed responded that he is unsure why, but we are still growing on this route. Might be plateauing, but we will know by Christmas.

Dir. Hanenkrat asked why buses didn't stop in front of Fairgrounds. OS Reed responded that we are still operating with a shortage of drivers. Performed Town Loop as usual but we didn't have extended hours of service in the evening. We couldn't get into the turnaround at the fairgrounds but dropped at corner, Champion Park, and OSU Extension Office.

Dir. Johnston asked how many drivers short are we. OS Reed responded that we are currently full with full-time positions but struggling when folks call out sick or have vacation. So, 3-5 more part-time drivers would be sufficient. We would use them to build back DAR (Dial-a-Ride) services.

Dir. Johnston said her son just graduated from TBCC with a CDL and asked if they refer to TCTD. OS Reed said we have only been referred twice from TBCC, but those folks are usually looking to haul logs.

Dir. Adler asked about training with CDL. OS Reed responded yes, we do this through our training program, we get to start from the ground up with these folks.

Dir. Fiorelli asked about the youth free program, wondered if this could be tracked with TBCC as well. OS Reed replied maybe, the youth free is 18 and under and TBCC has to do with a pass. We don't know the difference in age of who is riding. It's mostly middle-aged to High School kids.

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

Not meeting until this Friday, nothing to report. Will report on next month.

10. **NW Rides Brokerage:** BM Deputy provided the following updates:

CCO has extended Uber and Taxi options for members that are unable to get picked up. Doesn't affect us as much as the Portland area. Looking at this for reimbursement as well. This is when other options aren't available.

Currently doing 250-300 physical rides a day with another 100 milage reimbursements a day.

Dir. Adler asked about the shortage with NW Rides. BM Deputy replied that we pull in volunteers. Direct medical is looking to expand as well. We do not do DAR; we use their vehicles. OS Reed responded that this is why we separate NW Rides and DAR with rider comparison.

FS Bond said there are a few rides being integrated through DAR, but NW Rides and DAR are separated.

OS Reed said we allocate 2-5 per day for DAR service. If there is a wheelchair passenger, we have ADA accessible in comparison to NWR drivers.

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

a. **Administration/Coordination:**

Had our first union collective bargaining agreement meeting. New leadership has been great to get to know and work with. Expect an Executive Session at the September meeting if we make the same progress that we did today.

Dir. Johnston asked how many years the contracts cover. GM Vitulli said the current agreement was 4 years and was supposed to be executed in 2019 but was delayed until mid-2020. Will know more next month.

70X service is still temporarily suspended. Still surveying. 60X service has been modified to cover some of those 70X stops.

Got back from OTA conference. It was a good conference, great sessions, and opportunities for connections. New OTA Executive Director has conference set for Seaside of 2024. Was invited to be part of the Board, term starts in January.

In October OTA will be having a strategic planning session on coordinating lobbying efforts for improved additional funding for 2025.

b. Planning Development:

Kittleson is still working on our *Coordinated Public Transit – Human Services Transportation Plan*.

Provided feedback to Amtrak with 70X/60X, coordinated to align schedules.

Nothing new on SETD.

c. Grant Funding:

Arla Miller said we are waiting for people to be done with reimbursements to award the COVID recovery grant. Must submit reimbursement at end of biennium or when it expires within 60 days. Requesting them to be in by August 25th.

d. Facility/Property Development:

Moving forward with Creative Contracting in renovation of Transit Center and Administrative Building.

Had a second incident in Transit Center with driver walking into a fume in restroom. The driver went to ER and he's okay and back to work. Second incident in 2-3 weeks. Still investigating ways to mitigate these incidents. Coordinated with Justin Aufdermauer from the Tillamook Chamber of Commerce. Met Nathan George the City Manager of Tillamook. The City was getting people using City Hall's bathroom from this. Gave perspective on what to do from the city level.

Arla Miller said she wants to make sure there are FTA funds for this renovation. Make sure those clauses are there with procurement complaints happening.

BC Johnson asked about STIF funds changing. GM Vitulli replied that they will go through 2025 biennium. Arla Miller added that they're going for 2 tenths of 1%. With STIF, OTC was not provided with the 25% addition. Reserve funds we are holding with STIF and agencies, coming off the top of what the plan is.

SETD is seeking a new Executive Director. Interviewing will begin soon.

Tillamook County Fair went well last week, AA Zuercher will touch more on this at the end.

12. **Miscellaneous:** None.

CONSENT CALENDAR

13. Motion to Approve the Minutes of July 19th, 2023 Regular Board Meeting

14. Motion to Approve the Minutes of August 2nd, 2023 Work Session

15. Motion to Approve July Financial Statement

Motion by Dir. Adler to approve Consent Calendar. *Motion Seconded* by Dir. Fiorelli.

Motion Passed

By Directors Hanenkrat, Adler, Bean
Fiorelli, Johnston, Heffernan and Board Chair Johnson.

ACTION ITEMS

16. #23-30 In the Matter of Authorizing the General Manager to Enter into a Contract with Creative Contracting, Inc. for the TCTD Transit Center and Administration Building Renovation Project

GM Vitulli relayed that we received three bids. Had consultant help with procurement. Checked the price, qualifications, responsibilities and responsiveness, references, and this contract is in the amount of \$249,998. The grants that we assembled include \$75,000 from TLT. The estimated amount of the project was calculated several years ago. There could be additional costs with this. We have reserves and this is an important project with operations moving forward with the District. Transit Center could be a more desirable place to be.

Motion by Dir. Fiorelli to Approve #23-30 In the Matter of Authorizing the General Manager to Enter into a Contract with Creative Contracting, Inc. for the TCTD Transit Center and Administration Building Renovation Project. *Motion* seconded by Dir. Adler.

Motion Passed

By Directors Hanenkrat, Adler, Bean
Fiorelli, Johnston, Heffernan and Board Chair Johnson.

17. **DISCUSSION ITEMS**

Staff Comments/Concerns:

General Manager Vitulli: Thanked the board for being here for photographs.

Operations Superintendent Reed: None.

Financial Supervisor Bond: In the middle of closing the year, thanked Arla Miller for keeping us on task, grateful for your help.

Brokerage Manager Deputy: Nice to see everyone all together tonight.

Administrative Assistant Zuercher: Tillamook County Fair went well, it's always nice to have a booth at the fair. Thanked all who volunteered.

18. Board of Directors Comments/Concerns:

Dir. Fiorelli: Thanked for photos being done. Apologized for not being here last month. Encouraged DOT grants to be applied for. Several of these are on public safety and social justice. Thinking of opportunities with this on grants.gov.

Dir. Heffernan: Working with the college and/or high school to fabricate bus benches or shelters. Talking to someone at the college, I am very enthusiastic about this, but this would be a great thing for shelters. See how this would work for the District down the road. College catalog with classes outside of operating hours, additional weekday hours.

Dir. Bean: None.

Dir. Adler: Thanked for the fair and everyone surviving heat, nice to see everyone.

Dir. Hanenkrat: Good to see everyone here again.

Board Chair Johnson: Appreciate everyone at District.

Dir. Johnston: Will not be in-person for next months meeting. Excited to be here, everyone is so professional.

Adjournment: Board Chair Johnson adjourned the meeting at 7:03 pm.

These minutes approved this 20th day of September 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 Execute ODOT Section 5311)
Grant Agreement No. 35606)**

RESOLUTION NO. 23-31

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35606; and

WHEREAS, ODOT allocated funding to the District to design, purchase, construct, and install, approximately two bus passenger shelters, two bus route signs including signposts, and two amenities to support the transportation needs of the general public and seniors and individuals with disabilities; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35606 in the amount of \$360,000 on behalf of the District to aid in the installation of approximately two bus passenger facilities.

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. 35606 in the amount of \$360,000 on behalf of the Tillamook County Transportation District, to design and install approximately two bus passenger facilities between July 1, 2023 and June 30, 2025.

INTRODUCED AND ADOPTED this 20th day of September 2023.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Tillamook County Transportation District**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2025** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$450,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$360,000.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. If Recipient expends \$750,000 or more in federal awards during the Recipient's fiscal year, the Recipient must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F (Audit Requirements). Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.oregon.gov, a copy of, or electronic link to, its annual audit subject to this requirement covering the

funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's**

interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must

complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

State and which under the provisions of this Agreement would have required the approval of State.

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

11. General Provisions

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

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

c. Indemnification.

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

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

- d. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- e. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- f. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- g. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- h. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- i. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to

State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- j. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Public Transportation Division Administrator.

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

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

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

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 08/18/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Sam Zeigler by email
(printed)

Date _____ 02/01/2023

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311(f) Tillamook County Transportation District 35606				
<i>NW Connector Passenger Shelters</i>				
P-23-3857-01 Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$450,000.00	\$360,000.00	\$90,000.00	State
Sub Total	\$450,000.00	\$360,000.00	\$90,000.00	
Grand Total	\$450,000.00	\$360,000.00	\$90,000.00	

1. BACKGROUND

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

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

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

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

2. PROJECT DESCRIPTION

This Agreement provides continued funding from previous 5311(f) award Agreement 35084 to design, purchase, construct and install, approximately two bus passenger shelters, two bus route signs including signposts, and two amenities to support the transportation needs of the general public and seniors and individuals with disabilities. The stops in this project are located in Lincoln County at Rays Market in Waldport Lat/Long 44.42964,-124.06047 and Tillamook County in Pacific City Alder Street and Cape Kiwanda Drive Lat/Long 45.21498,-123.96963.

The purpose of the project is to provide shelter from weather, passenger amenities such as benches for the comfort and convenience of riders, and signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment needed to put the passenger shelters, signs, and amenities into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, Design, Engineering, Planning, and Preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

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

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will submit final design, site plans and associated maps showing shelter, sign, and amenity locations. Recipient will submit certification attesting to any applicable permits, inspections, or other requirements prior to final payment. State may perform an on-site inspection or request photos of installations prior to final payment.

a. Recipient shall procure and hire a consultant to finalize design work of stop projects.

b. Recipient shall procure, and hire a general contractor/project manager who will be able to perform or supervise the following:

- Project Management*
- Final design consultation with consultant, and ODOT Development and Review.*
- Work with local cities, or ODOT for all construction permits, as well right of way permits.*
- Construction and construction oversight, to stay on time and budget.*

c. Recipient shall contact local jurisdictions to confirm stop locations, design of stops, and that stops are agreeable between transit agencies, and local jurisdictions. Recipient shall send local jurisdictions agreeability to State for files. State shall transmit agreeability of local jurisdictions to contractor completing Documented Categorical Exclusion for Federal Transit Administration for approval.

d. Recipient shall require Project Manager/Contractor to work with ODOT Senior Transportation Planner, from Region 2, Astoria for assistance in Right of Way permitting where applicable.

e. Recipient shall require Project Manager/Contractor to submit reports to Recipient regarding progress of project. Recipient shall work with Project Manager/Contractor to determine if weekly, bi-weekly, or monthly reports are acceptable.

f. Recipient shall attach reports submitted by Project Manager/Contractor quarterly to reimbursement for this agreement.

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

Recipient will submit final photographs of completed project, at time of final submission of reimbursement.

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

Expected project start date: July 1, 2023.

Expected project completion date: June 30, 2027.

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

Buildings/Shelters/Stops Locations

Warrenton 46.147463-123.91225

Pacific City 45.214911-123.969506

Waldport 44.429674-124.060063

Construction of shelters, stops, building need milestones

- Project start date - April 17, 2023

- RFP/IFB Date - March 21, 2023

- Contract Award - April 11, 2023
- Construction Start - June 5, 2023
- Construction End - October 31, 2023
- Project Completion End - November 30, 2023

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.

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

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense.

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

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

SPENDING PLAN

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

Disbursement Schedule

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

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

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

5. REPORTING AND INVOICING REQUIREMENTS

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

Copies of invoices for vendor charges must be submitted with reimbursement requests. In-house charges may be documented in a spreadsheet or with copies of timesheets showing time

specifically associated with the project. In addition, Recipient must submit a cover letter or summary of the total expenses for work performed.

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

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.

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.

Recipient shall update construction milestones on a quarterly basis.

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.

If Recipient is a Qualified Entity, 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

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$360,000.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. "TAIL" COVERAGE.

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. WAIVER OF SUBROGATION.

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

g. CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

EXHIBIT D

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

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

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

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

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

5. Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, must certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient

shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

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

**Authorizing the General Manager)
to Execute ODOT STIF Discretionary)
Grant Agreement No. 35607)**

RESOLUTION NO. 23-32

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) STIF Discretionary fund to support projects that enhance the Statewide Transit Network Program, which grant is memorialized in ODOT Grant Agreement No. 35607; and

WHEREAS, ODOT allocated funding to the District to design, purchase, construct, and install, approximately two bus passenger shelters, two bus route signs including signposts, and two amenities to support the transportation needs of the general public and seniors and individuals with disabilities, and for associated general development/comprehensive planning; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35607 in the amount of \$160,000 on behalf of the District to aid in the installation of approximately two bus passenger facilities and associated development and planning expenses.

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. 35607 in the amount of \$160,000 on behalf of the Tillamook County Transportation District, to design and install approximately two bus passenger facilities between July 1, 2023 and June 30, 2027.

INTRODUCED AND ADOPTED this 20th day of September 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 **\$160,000.00** (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 _____ 08/25/2023

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 Disc Tillamook County Transportation District 35607 <i>NW Connector Transit Access Passenger Shelters</i>				
P-23-3863-01 Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$182,451.00	\$145,961.00	\$36,490.00	State
Sub Total	\$182,451.00	\$145,961.00	\$36,490.00	
Project Title: STIF Disc Tillamook County Transportation District 35607 <i>NW Connector Transit Access Project Planning</i>				
P-23-3744-01 Item #1: General Development/Comprehensive Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$17,549.00	\$14,039.00	\$3,510.00	State
Sub Total	\$17,549.00	\$14,039.00	\$3,510.00	
Grand Total	\$200,000.00	\$160,000.00	\$40,000.00	

1. BACKGROUND

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

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

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

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

2. PROJECT DESCRIPTION

This Agreement provides funding to design, purchase, construct and install, approximately two bus passenger shelters, two bus route signs including sign posts, and two amenities to support the transportation needs of the general public and seniors and individuals with disabilities. The stops in this project are located in Lincoln County at Rays Market in Waldport Lat/Long 44.42964,-124.06047 and Tillamook County in Pacific City Alder Street and Cape Kiwanda Drive Lat/Long 45.21498,-123.96963.

The purpose of the project is to provide shelter from weather, passenger amenities such as benches for the comfort and convenience of riders, and signage for transit route information.

Eligible expenses are: associated services, permits, permissions, and equipment needed to put

the passenger shelters, signs, and amenities into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, Design, Engineering, Planning, and Preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

A Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will submit final design, site plans and associated maps showing shelter, sign, and amenity locations. Recipient will submit certification attesting to any applicable permits, inspections, or other requirements prior to final payment. State may perform an on-site inspection or request photos of installations prior to final payment.

a. Recipient shall procure, and hire a consultant to finalize design work of stop projects.

b. Recipient shall procure, and hire a general contractor/project manager who will be able to perform or supervise the following:

- Project Management*
- Final design consultation with consultant, and ODOT Development and Review.*
- Work with local cities, or ODOT for all construction permits, as well right of way permits.*
- Construction and construction oversight, to stay on time and budget.*

c. Recipient shall contact local jurisdictions to confirm stop locations, design of stops, and that stops are agreeable between transit agencies, and local jurisdictions. Recipient shall send local jurisdictions agreeability to State for files. State shall transmit agreeability of local jurisdictions to contractor completing Documented Categorical Exclusion for Federal Transit Administration for approval.

d. Recipient shall require Project Manager/Contractor to work with ODOT Senior Transportation Planner, from Region 2, Astoria for assistance in Right of Way permitting where applicable.

e. Recipient shall require Project Manager/Contractor to submit reports to Recipient regarding progress of project. Recipient shall work with Project Manager/Contractor to determine if weekly, bi-weekly, or monthly reports are acceptable.

f. Recipient shall attach reports submitted by Project Manager/Contractor quarterly to reimbursement for this agreement.

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

Recipient will submit final photographs of completed project, at time of final submission of reimbursement.

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

Expected project start date: July 1, 2023.

Expected project completion date: June 30, 2027.

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.

3. 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 matching fund sources 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 match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. The required local match share will be subtracted from the project expenses to determine the Agreement share of the project expense. Receipt of federal funds for construction projects requires that labor must be paid at the prevailing wage as prescribed by the Davis-Bacon Act. Purchases or charges that are otherwise paid for in other agreements or contracts are excluded.

4. REPORTING AND INVOICING REQUIREMENTS

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

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

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

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 \$160,000.00</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**.