

Tillamook County Transportation District

Normal Trial Balance

From 12/1/2023 Through 12/31/2023

Account Code	Account Title	Debit Balance	Credit Balance
1001	General Checking Account #4558	231,326.71	
1006	Payroll Checking #5614	1,009.52	
1009	NW RIDES ACCOUNT #8510	1,230,949.99	
1011	Prop. Mgmt. Checking #7071		82,868.31
1012	NWOTA #4564	5,972.00	
1020	LGIP1020 #5879	1,448,396.58	
1030	LGIP1030 #5931	1,905,243.77	
1035	LGIP1035 #6518	319,646.70	
1040	Petty Cash	200.00	
Report Total		5,142,745.27	82,868.31
Report Difference		5,059,876.96	

[Signature]
2/14/2024

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 12/1/2023 Through 12/31/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
18298	12/11/2023	495.00	ALL CLEAR AUDIO AND GLASS LLC	Windshield #302
18299	12/11/2023	73.36	ALSCO - Portland Linen	Mat Service
18299	12/11/2023	73.36	ALSCO - Portland Linen	Mat Service
18300	12/11/2023	619.31	ASTOUND	NOVEMBER 2023 Phone Service
18301	12/11/2023	40.00	CENTURYLINK	Local Phone Service Oct 21-Nov 20 2023
18302	12/11/2023	42.85	City Of Tillamook	TVC Water
18303	12/11/2023	68.46	CRYSTAL AND SIERRA SPRINGS	Water Services November 2023
18304	12/11/2023	703.09	O'REILLY AUTOMOTIVE STORES	NOVEMBER 2023
18305	12/11/2023	594.21	FleetPride, Inc.	NOVEMBER 2023
18306	12/11/2023	1,935.00	INNOVA LEGAL ADVISORS	NOVEMBER 2023 Legal Fees
18307	12/11/2023	100.00	James Skaar	CPR/First Aid Training
18308	12/11/2023	1,681.46	Les Schwab Tire Center	NOVEMBER 2023
18309	12/11/2023	95.00	MARTIN WATKINS	DOT Medical Card
18310	12/11/2023	1,912.50	Miller Nash LLP	Legal Services/ATU Negotiations
18311	12/11/2023	2,859.14	DAVISON AUTO PARTS, INC.	NOVEMBER 2023
18312	12/11/2023	3,188.60	PLANNING SOLUTIONS	211687 TCTD/Kitchen/Dispatch/Transit
18313	12/11/2023	1,660.79	PREMIER TRUCK GROUP	NOVEMBER 2023
18314	12/11/2023	257.50	R & W ENGINEERING, INC.	Grant 35137 Professional Services
18315	12/11/2023	561.09	Rosenberg Builders Supply	NOVEMBER 2023
18316	12/11/2023	36.75	Tillamook PUD	SB Electricity 10/12-11/12/2023
18316	12/11/2023	47.64	Tillamook PUD	LB Electricity 10/12-11/12/2023
18316	12/11/2023	65.69	Tillamook PUD	Transit Electricity 10/12-11/12/2023
18317	12/11/2023	625.00	Eleanor Carey	Marketing for Website
18318	12/11/2023	785.44	ULINE	First Aid/Pathogen Kits
18318	12/11/2023	109.21	ULINE	Sharp Containers
18319	12/11/2023	73.36	ALSCO - Portland Linen	Mat Service
18319	12/11/2023	73.36	ALSCO - Portland Linen	Mat Service
18320	12/11/2023	147.17	Pacific Office Automation	Copier Usage/TCTD - NWR
18321	12/11/2023	75.56	ALSCO - Portland Linen	Mat Service
18322	12/11/2023	59.95	VANIR BROADBAND, INC.	Internet Access Fee Jan 2004
18323	12/14/2023	4,009.74	HRA VEBA TRUST	HRA VEBA 10.2023
18324	12/14/2023	46,911.08	SPECIAL DISTRICTS INS. SERVICE	SDIS BENEFITS 10.2023
18325	12/18/2023	744.27	ABILA	Abila Managed Plan 12/15-1/14/2024
18326	12/18/2023	770.08	CINTAS	11.2023 Uniform/Shop Supplies
18327	12/18/2023	68.20	COUNTRY MEDIA	NOVEMBER 2023 Public Meeting Notice
18328	12/18/2023	587.62	Fred Meyer Customer Charges	NOVEMBER 2023
18328	12/18/2023	76.96	Fred Meyer Customer Charges	NOVEMBER 2023
18329	12/18/2023	1,330.07	Marie Mills Center, Inc	Janitorial TVC Nov 2023
18330	12/18/2023	79.25	Oregon State Police	NOVEMBER 2023 TCTD BACKGROUND CHECKS
18331	12/18/2023	151.96	Pacific Office Automation	11/9-12/9/2023 COPIER USAGE
18332	12/18/2023	315.00	PECK RUBANOFF & HATFIELD PC	NOVEMBER 2023 Legal Services
18333	12/18/2023	6,818.82	Elan Financial Services	NOVEMBER 2023
18334	12/18/2023	400.80	VERIZON	Tablet Service 10/27-11/26/2023
18335	12/19/2023	280.00	DCBS	INSPECTION #317734376; ID#8419384-001
Report Total		81,603.70		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking #5614

From 12/1/2023 Through 12/31/2023

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
5793	12/6/2023	509.57	IAN JONES	PAYROLL CORRECTION
5794	12/7/2023	1,407.90	RAYLENE PERAZA	PAYROLL FINAL CHECK
5795	12/7/2023	518.85	JONATHAN LASSITER	PAYROLL FINAL CHECK
5796	12/12/2023	1,346.39	IAN JONES	FINAL PAYROLL CHECK
5800	12/26/2023	851.18	ATU LOCAL #757	ATU DUES 12.2023
5801	12/26/2023	3,799.40	HRA VEBA TRUST	AP 12.2023 PAYROLL BENEFITS
ACH 12.15	12/15/2023	600.36	AFLAC	AFLAC 12.2023
Report Total		9,033.65		

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 12/1/2023 Through 12/31/2023

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4117	12/11/2023	1,525.79	ASTOUND	NOVEMBER 2023 Phone Service
4118	12/11/2023	57.22	CENTURYLINK	Local Phone Service Oct 21-Nov 20 2023
4119	12/11/2023	68.45	CRYSTAL AND SIERRA SPRINGS	Water Services November 2023
4120	12/11/2023	3,095.64	JANNA SMITH	11/1-11/30/2023
4121	12/11/2023	1,515.20	JOY WINKELHAKE	11/1-11/30/2023
4122	12/11/2023	3,561.43	KANDIS LIDAY	11/1-11/30/2023
4123	12/11/2023	1,250.11	LEANN CHUINARD	11/1-11/30/2023
4124	12/11/2023	242.00	MEDIX AMBULANCE	After Hours Phone Nov 2023
4125	12/11/2023	4,048.31	SEAN REKART	11/1-11/30/2023
4126	12/11/2023	326.00	ULINE	First Aid/Pathogen Kits
4127	12/11/2023	2,243.58	WILLIAM NERENBERG	11/1-11/30/2023
4128	12/11/2023	43.62	Pacific Office Automation	Copier Usage/TCTD - NWR
4129	12/18/2023	31.00	Pacific Office Automation	11/9-12/9/2023 COPIER USAGE
4130	12/18/2023	516.20	Elan Financial Services	NOVEMBER 2023
ACH 12.15.2...	12/15/2023	508.90	Pacific Office Automation	POA 12.2023
Report Total		19,033.45		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 12/1/2023 Through 12/31/2023

<u>Docume...</u> <u>Number</u>	<u>Document</u> <u>Date</u>	<u>Transaction</u> <u>Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4613	12/11/2023	1,962.50	CHRISSY'S CLEANING SERVICE	Janitorial Service 11/1-11/30/23
4614	12/11/2023	371.23	City Of Tillamook	11/1-11/30/23 Water/Sewer
4615	12/11/2023	182.80	City Sanitary Service	Cardboard rent/Recycle 1.5 yd 1xW 11/1-11/30/23
4616	12/11/2023	1,439.67	Tillamook PUD	Admin Electricity 10/12-11/12/2023
4617	12/18/2023	100,620.92	CREATIVE CONTRACTING	Application for Payment 11.28.23 Grant 35193
4618	12/18/2023	561.27	Marie Mills Center, Inc	NOVEMBER 2023 Janitorial Admin Office
4618	12/18/2023	156.54	Marie Mills Center, Inc	NOVEMBER 2023 Admin Janitorial Supplies
4619	12/18/2023	67.97	Elan Financial Services	NOVEMBER 2023
Report Total		105,362.90		

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital	3500	0.00	85,272.92	1,023,275.00	(1,023,275.00)	0.00%
Fares	4000	39,101.55	19,583.33	235,000.00	(113,274.34)	51.79%
Contract Revenue	4020	71,824.87	78,027.25	936,327.00	(682,795.79)	27.07%
Property Tax	4100	88,941.20	97,180.25	1,166,163.00	(123,521.30)	89.40%
Past Years Property Tax	4110	544.50	2,083.33	25,000.00	(13,544.89)	45.82%
State Timber Revenue	4120	0.00	30,687.08	368,245.00	(221,662.85)	39.80%
Mass Transit State Payroll Tax	4130	0.00	7,791.67	93,500.00	(11,947.68)	87.22%
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	(1,194,829.00)	34.53%
Grants - 5311 (f)	4240	0.00	70,623.42	847,481.00	(686,407.00)	19.00%
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	(26,695.00)	6.54%
Special Bus Operations	4300	0.00	88.17	1,058.00	(1,058.00)	0.00%
Miscellaneous Income	4400	0.00	7,366.75	88,401.00	(82,544.06)	6.62%
Sale of Assets - Income	4410	0.00	250.00	3,000.00	(3,000.00)	0.00%
Interest Income	4510	6,396.07	2,083.33	25,000.00	(11,833.87)	52.66%
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>206,808.19</u>	<u>2,469,882.22</u>	<u>8,993,365.00</u>	<u>(6,523,482.78)</u>	<u>27.46%</u>

Expenses

Personnel Services

Payroll: Administration	5010	45,717.94	41,039.67	228,342.86	264,133.14	46.36%
Payroll: Dispatch	5020	5,787.12	13,695.83	28,558.96	135,791.04	17.37%
Payroll: Drivers	5030	111,032.49	108,836.67	511,724.47	794,315.53	39.18%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
5040 Payroll: Maintenance	20,151.02	13,656.25	65,983.50	163,875.00	97,891.50	40.26%
5050 Payroll Expense	17,261.01	14,375.58	82,969.16	172,507.00	89,537.84	48.09%
5051 Payroll Healthcare	33,662.75	45,385.00	170,942.66	544,620.00	373,677.34	31.38%
5052 Payroll Retirement	5,497.05	7,461.09	30,448.88	89,533.00	59,084.12	34.00%
5053 Payroll Veba	3,124.42	3,525.00	20,214.03	42,300.00	22,085.97	47.78%
Workers Compensation Ins.	0.00	2,666.67	39,899.81	32,000.00	(7,899.81)	124.68%
Total Personnel Services	242,233.80	250,641.76	1,179,084.33	3,007,701.00	1,828,616.67	39.20%
Materials and Services						
5100 Professional Services	270.06	10,375.00	73,652.96	124,500.00	50,847.04	59.15%
5103 Planning	0.00	2,380.50	0.00	28,566.00	28,566.00	0.00%
5120 Dues & Subscriptions	0.00	895.00	6,919.90	10,740.00	3,820.10	64.43%
5140 Office Equipment R&R	0.00	308.33	0.00	3,700.00	3,700.00	0.00%
5145 Computer R&M	1,633.61	2,043.92	9,833.28	24,527.00	14,693.72	40.09%
5150 Fees & Licenses	39,476.00	1,872.75	61,345.41	22,473.00	(38,872.41)	272.97%
5160 Insurance	0.00	12,078.50	762.00	144,942.00	144,180.00	0.52%
5170 Office Expense	444.80	854.17	5,164.70	10,250.00	5,085.30	50.38%
5175 Board Expense	1,503.95	1,487.08	13,962.20	17,845.00	3,882.80	78.24%
5180 Operational Expense	3,644.31	3,653.17	29,125.14	43,838.00	14,712.86	66.43%
5185 Drug & Alcohol Administration	370.00	125.00	685.00	1,500.00	815.00	45.66%
5190 Marketing	0.00	6,973.75	8,460.26	83,685.00	75,224.74	10.10%
5210 Telephone Expense	1,519.16	1,347.75	8,380.78	16,173.00	7,792.22	51.81%
5220 Travel & Training	0.00	1,833.34	1,659.49	22,000.00	20,340.51	7.54%
5240 Vehicle Expense	19,443.23	12,500.00	148,445.64	150,000.00	1,554.36	98.96%
5245 Diesel & Gasoline Fuel	71,690.96	31,350.00	173,643.71	376,200.00	202,556.29	46.15%
5247 Propane Fuel	0.00	2,500.00	0.00	30,000.00	30,000.00	0.00%
5260 Postage	0.00	105.67	539.35	1,268.00	728.65	42.53%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Member Mileage Reimbursement	5266	0.00	5,000.00	0.00	(5,000.00)	0.00%
Mgmt/Labor Recreation Fund	5270	0.00	1,865.79	3,985.00	2,119.21	46.82%
Office Rent	5281	0.00	3,300.00	12,900.00	9,600.00	25.58%
Transit Center Maint	5285	2,105.77	8,307.77	20,348.00	12,040.23	40.82%
Operations Facility Maint.	5346	228.63	2,257.91	4,200.00	1,942.09	53.75%
Total Materials and Services		142,330.48	563,311.29	1,153,640.00	590,328.71	48.83%
Transfers						
Transfer to LGIP 5931	9100	0.00	0.00	156,913.00	156,913.00	0.00%
Transfer to Vehicle Reserve	9150	0.00	0.00	3,000.00	3,000.00	0.00%
Transfer to NWOTA Fund	9160	0.00	0.00	1,208,976.00	1,208,976.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	539,261.00	539,261.00	0.00%
Total Transfers		0.00	0.00	1,908,150.00	1,908,150.00	0.00%
Capital Outlay						
Capital Purchases						
Bus Replacement/Addition	6000	0.00	0.00	638,649.00	638,649.00	0.00%
Van Replacement/Addition	6010	0.00	94,488.50	179,460.00	84,971.50	52.65%
Bus Stop Signage/Shelters	6040	0.00	0.00	1,368,976.00	1,368,976.00	0.00%
Other Capital Projects	6050	2,138.60	13,724.45	148,548.00	134,823.55	9.23%
Total Capital Purchases		2,138.60	108,212.95	2,335,633.00	2,227,420.05	4.63%
Total Capital Outlay		2,138.60	108,212.95	2,335,633.00	2,227,420.05	4.63%
Total Expenses		386,702.88	1,850,608.57	8,405,124.00	6,554,515.43	22.02%

Tillamook County Transportation District
Financial Statement

02 - Property Management Fund
From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital						
3500 Lease Income	0.00	3,750.00	0.00	45,000.00	(45,000.00)	0.00%
4900 Lease Operational Exp Income	4,100.00	3,000.00	10,900.00	36,000.00	(25,100.00)	30.27%
4910 Transfer From General Fund	7,570.01	1,250.00	8,355.46	15,000.00	(6,644.54)	55.70%
4911 Total Resources	0.00	1,159.25	0.00	13,911.00	(13,911.00)	0.00%
	11,670.01	9,159.25	19,255.46	109,911.00	(90,655.54)	17.52%
Expenses						
Materials and Services						
Professional Services						
5100 Property Operating Expense	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
5300 Property Maint. & Repair	2,412.73	2,383.33	11,501.62	28,600.00	17,098.38	40.21%
5340 Total Materials and Services	4,304.91	2,932.67	24,610.75	35,192.00	10,581.25	69.93%
	6,717.64	5,482.67	36,112.37	65,792.00	29,679.63	54.89%
Capital Outlay						
Debt Service						
PUD Loan Expense	0.00	570.83	0.00	6,850.00	6,850.00	0.00%
5337 OTIB TVC Loan 0071	0.00	913.25	5,479.32	10,959.00	5,479.68	49.99%
5338 OTIB Loan 0061	0.00	2,192.50	13,155.22	26,310.00	13,154.78	50.00%
Total Debt Service	0.00	3,676.58	18,634.54	44,119.00	25,484.46	42.24%
Capital Purchases						
Building Repair & Renovation						
5350 Total Capital Purchases	0.00	0.00	177,065.44	0.00	(177,065.44)	0.00%
Total Capital Outlay	0.00	3,676.58	195,699.98	44,119.00	(151,580.98)	443.57%
Total Expenses	6,717.64	9,159.25	231,812.35	109,911.00	(121,901.35)	210.91%

Tillamook County Transportation District

Financial Statement

04 - Capital Reserve Fund

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital	3500	0.00	71,416.67	857,000.00	(857,000.00)	0.00%
Interest Income	4510	8,056.55	45,735.35	25,000.00	20,735.35	182.94%
Total Resources		8,056.55	45,735.35	882,000.00	(836,264.65)	5.19%
Expenses						
Materials and Services						
Fees & Licenses	5150	0.00	0.10	0.00	(0.10)	0.00%
Total Materials and Services		0.00	0.10	0.00	(0.10)	0.00%
Transfers						
Reserve for Future Expenditure	9175	0.00	73,500.00	882,000.00	882,000.00	0.00%
Total Transfers		0.00	73,500.00	882,000.00	882,000.00	0.00%
Total Expenses		0.00	73,500.00	882,000.00	881,999.90	0.00%

Tillamook County Transportation District

Financial Statement

05 - Vehicle Purchase Reserve Fund
From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital	3500	0.00	2,852.08	34,225.00	(34,225.00)	0.00%
Transfer From General Fund	4911	0.00	250.00	3,000.00	(3,000.00)	0.00%
Total Resources		0.00	3,102.08	37,225.00	(37,225.00)	0.00%
Expenses						
Transfers						
Reserve for Future Expenditure	9175	0.00	3,102.08	37,225.00	37,225.00	0.00%
Total Transfers		0.00	3,102.08	37,225.00	37,225.00	0.00%
Total Expenses		0.00	3,102.08	37,225.00	37,225.00	0.00%

Tillamook County Transportation District

Financial Statement

06 - Bus Wash Maintenance Reserve

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital	3500	1,928.33	0.00	23,140.00	(23,140.00)	0.00%
Total Resources	0.00	1,928.33	0.00	23,140.00	(23,140.00)	0.00%
Expenses						
Transfers						
Reserve for Future Expenditure	9175	1,928.33	0.00	23,140.00	23,140.00	0.00%
Total Transfers	0.00	1,928.33	0.00	23,140.00	23,140.00	0.00%
Total Expenses	0.00	1,928.33	0.00	23,140.00	23,140.00	0.00%

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital						
3500	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
4225	12,000.00	15,301.33	36,000.00	183,616.00	(147,616.00)	19.60%
4911	0.00	100,748.00	0.00	1,208,976.00	(1,208,976.00)	0.00%
4918	0.00	13,333.33	0.00	160,000.00	(160,000.00)	0.00%
Total Resources	12,000.00	136,049.33	36,000.00	1,632,592.00	(1,596,592.00)	2.21%
Expenses						
Materials and Services						
Professional Services	0.00	416.67	3,659.50	5,000.00	1,340.50	73.19%
5101	0.00	2,083.33	5,397.80	25,000.00	19,602.20	21.59%
5102	0.00	1,250.00	4,444.99	15,000.00	10,555.01	29.63%
5150	28.00	0.00	28.00	0.00	(28.00)	0.00%
5190	1,650.00	3,333.33	32,783.67	40,000.00	7,216.33	81.95%
5220	0.00	833.33	5,401.20	10,000.00	4,598.80	54.01%
Total Materials and Services	1,678.00	7,916.66	51,715.16	95,000.00	43,284.84	54.44%
Transfers						
Transfer to General Fund	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
9180	0.00	13,801.33	0.00	165,616.00	165,616.00	0.00%
Total Transfers	0.00	14,051.33	0.00	168,616.00	168,616.00	0.00%
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	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Capital Outlay	0.00	114,081.33	0.00	1,368,976.00	1,368,976.00	0.00%
Total Expenses	1,678.00	136,049.32	51,715.16	1,632,592.00	1,580,876.84	3.17%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital	0.00	8,333.33	0.00	100,000.00	(100,000.00)	0.00%
NWR Revenue	427,073.27	373,966.42	2,457,490.03	4,487,597.00	(2,030,106.97)	54.76%
NWR Reserve	1,000,000.00	0.00	1,032,191.09	325,000.00	707,191.09	317.59%
Interest Income	0.00	66.67	0.00	800.00	(800.00)	0.00%
Total Resources	<u>1,427,073.27</u>	<u>382,366.42</u>	<u>3,489,681.12</u>	<u>4,913,397.00</u>	<u>(1,423,715.88)</u>	<u>71.02%</u>
Expenses						
Personnel Services						
Payroll: Administration	37,427.60	32,731.75	150,763.84	392,781.00	242,017.16	38.38%
Payroll: Indirect	1,559.70	1,771.25	6,758.70	21,255.00	14,496.30	31.79%
Payroll Expense	3,531.94	2,994.58	14,626.99	35,935.00	21,308.01	40.70%
Payroll Healthcare	7,515.30	8,683.50	58,763.33	104,202.00	45,438.67	56.39%
Payroll Retirement	3,895.02	2,630.17	12,866.45	31,562.00	18,695.55	40.76%
Payroll Veba	674.98	1,233.75	5,755.34	14,805.00	9,049.66	38.87%
Workers Compensation Ins.	0.00	41.67	0.00	500.00	500.00	0.00%
Total Personnel Services	<u>54,604.54</u>	<u>50,086.67</u>	<u>249,534.65</u>	<u>601,040.00</u>	<u>351,505.35</u>	<u>41.52%</u>
Materials and Services						
Professional Services	0.00	416.67	1,020.00	5,000.00	3,980.00	20.40%
Office Equipment R&R	508.90	225.00	2,295.86	2,700.00	404.14	85.03%
Computer R&M	2,222.76	1,768.08	14,280.40	21,217.00	6,936.60	67.30%
Fees & Licenses	7,780.00	4,416.67	7,780.00	53,000.00	45,220.00	14.67%
Insurance	6,547.00	513.92	6,547.00	6,167.00	(380.00)	106.16%
Office Expense	201.14	416.67	1,877.70	5,000.00	3,122.30	37.55%
Operational Expense	0.00	125.00	1,235.31	1,500.00	264.69	82.35%
Telephone Expense	1,807.29	1,608.33	11,916.75	19,300.00	7,383.25	61.74%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Travel & Training	5220	0.00	125.00	1,500.00	1,423.08	5.12%
Postage	5260	0.00	41.67	500.00	480.10	3.98%
Purchased Transportation	5265	413,673.60	299,235.67	3,590,828.00	1,790,097.03	50.14%
Member Mileage Reimbursement	5266	30,000.00	13,310.42	159,725.00	9,725.00	93.91%
Volunteer Mileage Reimburse	5267	32,753.88	10,521.92	126,263.00	(74,720.59)	159.17%
Office Rent	5281	2,400.00	400.00	4,800.00	2,400.00	50.00%
Property Operating Expense	5300	2,727.65	250.00	3,000.00	272.35	90.92%
Total Materials and Services		500,622.22	333,375.02	4,000,500.00	1,796,607.95	55.09%
Transfers						
Reserve for Future Expenditure	9175	0.00	25,988.08	311,857.00	311,857.00	0.00%
Total Transfers		0.00	25,988.08	311,857.00	311,857.00	0.00%
Total Expenses		555,226.76	409,449.77	4,913,397.00	2,459,970.30	49.93%

Tillamook County Transportation District

Financial Statement

10 - STIF

From 12/1/2023 Through 12/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	50%
Resources						
Working Capital						
3500	0.00	42,818.83	0.00	513,826.00	(513,826.00)	0.00%
STIF Formula	0.00	25,361.83	315,628.00	304,342.00	11,286.00	103.70%
4135						
STIF Intercommunity	0.00	11,666.67	0.00	140,000.00	(140,000.00)	0.00%
4136						
STIF Discretionary	0.00	38,504.00	0.00	462,048.00	(462,048.00)	0.00%
4137						
Interest Income	1,351.66	0.00	4,018.95	0.00	4,018.95	0.00%
4510						
Total Resources	1,351.66	118,351.33	319,646.95	1,420,216.00	(1,100,569.05)	22.51%
Expenses						
Materials and Services						
Fees & Licenses	0.10	0.00	0.25	0.00	(0.25)	0.00%
5150						
Total Materials and Services	0.10	0.00	0.25	0.00	(0.25)	0.00%
Special Payments						
STF Payments to Recipients	0.00	1,766.00	0.00	21,192.00	21,192.00	0.00%
5200						
STIF Payments to Recipients	0.00	1,471.75	0.00	24,861.00	24,861.00	0.00%
5201						
Total Special Payments	0.00	3,237.75	0.00	46,053.00	46,053.00	0.00%
Transfers						
Transfer to General Fund	0.00	64,107.00	0.00	769,284.00	769,284.00	0.00%
9130						
Reserve for Future Expenditure	0.00	42,818.83	0.00	513,826.00	513,826.00	0.00%
9175						
Unappropriated Ending Fund Bal	0.00	7,587.75	0.00	91,053.00	91,053.00	0.00%
9180						
Total Transfers	0.00	114,513.58	0.00	1,374,163.00	1,374,163.00	0.00%
Total Expenses	0.10	117,751.33	0.25	1,420,216.00	1,420,215.75	0.00%

FRED MEYER CARD CHARGES - December 2023		
Date	Description of Transaction	Amount
	CARD #4 - CATHY BOND, FINANCE SUPERVISOR	
12/15/23	Holiday Banquet	\$ 255.71
12/15/23	Employee Recognition-Gift Cards	\$ 1,300.00
12/18/23	Holiday Banquet	\$ 7.76
12/19/24	Holiday Banquet	\$ 302.65
12/21/23	Holiday Banquet	\$ 35.97
	01.001.5180.999.00	\$ 1,902.09
	CARD # 5 - MARK STRICKER, OPERATIONS COORDINATOR	
12/07/23	Operation Expense -Bus Cleaning Supplies	\$ 161.46
12/07/23	Operation Expense - File Labels	\$ 8.99
	01.003.5180.154.00	\$ 170.45
	CARD #6 STEVEN FERRERA, MECHANIC	
12/06/23	Operation Expense - Storage bag/Recovery Strap	\$ 88.95
	01.002.5180.154.00	\$ 88.95
	Grand Total	\$ 2,161.49

B. G. [Signature]
2/8/2024

UMPQUA BANK: CLOSING DATE 12/26/2023

Date	Vendor	Description of Transaction	Amount
CATHY BOND			
11/27/23	The Home Depot	Air Compressor for Shop	\$515.98
11/27/23	HomeDepot.com	Warranty for Air Compressor	\$60.00
11/30/23	FieldPrint	TCTD Background Check	\$12.50
12/04/23	USPS	Postage	\$25.00
12/04/23	Endicia	NWR Postage	\$9.95
12/05/23	Fieldprint	NWR Background Check	\$12.50
12/05/23	Adobe Inc	Financial Computer Software	\$29.99
12/07/23	USPS	Postage	\$50.00
12/08/23	Tillamook Grocery	Holiday Party	\$5.99
12/15/23	Lowes	Kitchen Remodel	\$149.98
12/18/23	Endicia	Postage Subscription	\$29.99
12/18/23	Amazon Prime	Subscription	\$14.99
12/18/23	Safeway	Birthday Cake	\$76.00
12/18/23	Language Line	NWR Phone/Interpreter	\$47.40
12/19/23	Safeway	Holiday Desserts	\$56.46
12/20/23	Kimmels True Value	Holiday Party	\$12.99
12/22/23	FieldPrint	NWR Background Check	\$12.50
12/22/23	Iron Mountain	Office-Shredder	\$183.46
12/26/23	Adobe Inc	Admin Computer Software	\$84.99
			\$1,390.67
BRIAN VITULLI			
12/07/23	Blue Star Espresso	ODOT/Stakeholder Meeting	\$5.75
12/21/23	The Fern Café	ODOT/RTC Meeting	\$36.90
			\$42.65
MIKE REED			
12/8/2023	Burger King	TCTD Lunch	\$18.88
12/11/2023	USPS	Postage	\$5.01
12/12/2023	Fred Meyer	Office Shelving	\$304.98
12/15/2023	McDonalds	TCTD Lunch	\$23.38
12/18/2023	USPS	Postage	\$6.33
12/20/2023	USPS	Postage	\$8.56
			\$367.14
12/26/23	Umqua	Interest/Fees	\$37.57
Grand Total Due			\$1,838.03
APPROVAL			DATE

Brian Vitulli 2/1/2024

Date	Purchases	Credit/Interest	Paid	Check #	Due
8/25-9/25/2023	\$3,575.87	-\$52.90			\$3,522.97
			\$2,423.45	18218	
			\$858.01	4093	
			\$241.51	4601	
	\$0.00		\$3,522.97		

\$0.00 BALANCE

9/26-10/23/2023	\$4,473.13		\$4,355.23	18280	\$4,473.13
			\$117.90	4110	
	\$0.00		\$4,473.13		

\$0.00 BALANCE

11/17/2023 \$6,019.27 Phone

\$6,019.27 BALANCE AFTER PAYMENT BY PHONE

10/24-11/24/2023	\$7,429.90	-\$26.91			\$7,402.99
			\$6,818.82	18333	
			\$516.20	4130	
			\$67.97		
			\$7,402.99		

\$0.00 BALANCE

\$6,019.27 BALANCE FROM PREVIOUS PHONE PAYMENT

11/25-12/26/2023	\$1,800.46	\$37.57			\$1,838.03
			\$0.00	No checks	
			\$4,181.24	BALANCE AFTER PREVIOUS PHONE PAYMENT	

12/27-1/24/2024	\$1,137.86	-\$5.47			\$1,132.39
			\$0.00	No checks	
			\$3,048.85	BALANCE AFTER PREVIOUS PHONE PAYMENT	

CREDIT

\$3,048.85 balance of Janaury 2024 statement
\$0.00 Difference



UMPQUA BANK

December 2023 Statement

Open Date: 11/25/2023 Closing Date: 12/26/2023



Visa® Company Card with Rewards

TILLAMOOK CNTY TRANS (CPN 001469460)

New Balance	\$3,221.75
Minimum Payment Due	\$70.00
Payment Due Date	01/22/2024

Reward Points	
Earned This Statement	1,886
Reward Center Balance as of 12/25/2023	158,870
For details, see your rewards summary.	

Page 1 of 4

Account: 7790

Elan Financial
Services

BUS 30 ELN

8

1-866-552-8855

15

Activity Summary

Previous Balance	+	\$5,856.85
Payments	-	\$4,473.13CR
Other Credits		\$0.00
Purchases	+	\$1,800.46
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged	+	\$37.57
New Balance	=	\$3,221.75
Past Due		\$0.00
Minimum Payment Due		\$70.00
Credit Line		\$10,000.00
Available Credit		\$6,778.25
Days in Billing Period		32

Payment Options:



Mail payment coupon
with a check



Pay online at
myaccountaccess.com



Pay by phone
1-866-552-8855

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



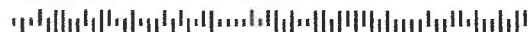
UMPQUA BANK

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

• to pay by phone
• to change your address

000041731 01 SP 000638623086956 P Y

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



Account Number	7790
Payment Due Date	1/22/2024
New Balance	\$3,221.75
Minimum Payment Due	\$70.00

Amount Enclosed

\$ 1800.46
+ 37.57 Int

Elan Financial Services

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



\$1838.03



December 2023 Statement 11/25/2023 - 12/26/2023

Page 2 of 4

TILLAMOOK CNTY TRANS (CPN 001469460)

Elan Financial Services 1-866-552-8855



Visa Business Rewards Company Card

Rewards Center Activity as of 12/25/2023

Rewards Center Activity*	0
Rewards Center Balance	158,870

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	1,716	49,736
Gas, Restaurants & Telecom Double Points	170	8,243
FIRST USE BONUS	0	2,500
Total Earned	1,886	60,479

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

Important Messages

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

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

Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
11/27	11/24	2623	THE HOME DEPOT #4023 WARRENTON OR	\$515.98	
11/27	11/24	4338	HOMEDPOT.COM 800-430-3376 GA	\$60.00	
11/30	11/30	7893	FIELDPRINT INC 888-291-1369 PA	\$12.50	
12/04	12/01	1582	USPS STAMPS ENDICIA 888-434-0055 DC	\$25.00	
12/04	12/02	8458	ENDICIA 800-576-3279 TX	\$9.95	
12/05	12/05	6097	FIELDPRINT INC 888-291-1369 PA	\$12.50	
12/05	12/04	8031	ADOBE *ACROPRO SUBS 408-536-6000 CA	\$29.99	
12/07	12/06	0803	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	
12/08	12/07	8248	TILLAMOOK GROCERY O TILLAMOOK OR	\$5.99	
12/15	12/14	2150	LOWES #00907* 866-483-7521 NC	\$149.98	
12/18	12/15	7843	ENDICIA 800-576-3279 TX	\$29.99	
12/18	12/16	7926	Amazon Prime*SJ5DH6Z93 Amzn.com/bill WA	\$14.99	
12/18	12/15	6079	SAFEWAY #2723 TILLAMOOK OR	\$76.00	
12/18	12/16	2042	LANGUAGE LINE, INC 800-7526096 CA	\$47.40	
12/19	12/17	9435	SAFEWAY #2723 TILLAMOOK OR	\$56.46	

Continued on Next Page



December 2023 Statement 11/25/2023 - 12/26/2023
TILLAMOOK CNTY TRANS (CPN 001469460)

Page 3 of 4
Elan Financial Services 1-866-552-8855

Transactions		BOND, CATHY		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
12/20	12/19	6052	KIMMELS TRUE VALUE TILLAMOOK OR	\$12.99	_____
12/22	12/22	4709	FIELDPRINT INC 888-291-1369 PA	\$12.50	_____
12/22	12/21	6487	IRON MOUNTAIN 800-934-3453 MA	\$183.46	_____
12/26	12/22	7148	ADOBE *CREATIVE CLOUD 408-536-6000 CA	\$84.99	_____
			Total for Account	2022	\$1,390.67

Transactions		REED, MICHAEL		Credit Limit \$3500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
12/08	12/06	0185	BURGER KING #16043 TILLAMOOK OR	\$18.88	_____
12/11	12/08	8558	USPS PO 4083680269 TILLAMOOK OR	\$5.01	_____
12/12	12/11	0461	FRED-MEYER #0377 TILLAMOOK OR	\$304.98	_____
12/15	12/14	0704	MCDONALD'S F7574 LINCOLN CITY OR	\$23.38	_____
12/18	12/15	7502	USPS PO 4083680269 TILLAMOOK OR	\$6.33	_____
12/20	12/19	5516	USPS PO 4083680269 TILLAMOOK OR	\$8.56	_____
			Total for Account	9595	\$367.14

Transactions		VITULLI, BRIAN A		Credit Limit \$10000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
12/07	12/06	3732	BLUE STAR ESPRESSO 503-8420011 OR	\$5.75	_____
12/22	12/21	3485	THE FERN CAFE AND LOUN TILLAMOOK OR	\$36.90	_____
			Total for Account	9476	\$42.65

Transactions		BILLING ACCOUNT ACTIVITY			
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
11/27	11/22	0035	PAYMENT THANK YOU	\$117.90	CR _____
11/27	11/22	0035	PAYMENT THANK YOU	\$4,355.23	CR _____
Interest Charged					
12/26			INTEREST CHARGE ON PURCHASES	\$37.57	_____
			TOTAL INTEREST FOR THIS PERIOD	\$37.57	
			Total for Account	7790	\$4,435.56



December 2023 Statement 11/25/2023 - 12/26/2023

Page 4 of 4

TILLAMOOK CNTY TRANS (CPN 001469460)

Elan Financial Services 1-866-552-8855

**2023 Totals Year-to-Date**

Total Fees Charged in 2023	\$39.00
Total Interest Charged in 2023	\$124.32

Interest Charge Calculation

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

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	17.49%	
**PURCHASES	\$3,221.75	\$2,450.24	YES	\$37.57	17.49%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	29.24%	

Contact Us

Phone

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



Questions

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

Mail payment coupon
with a check

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

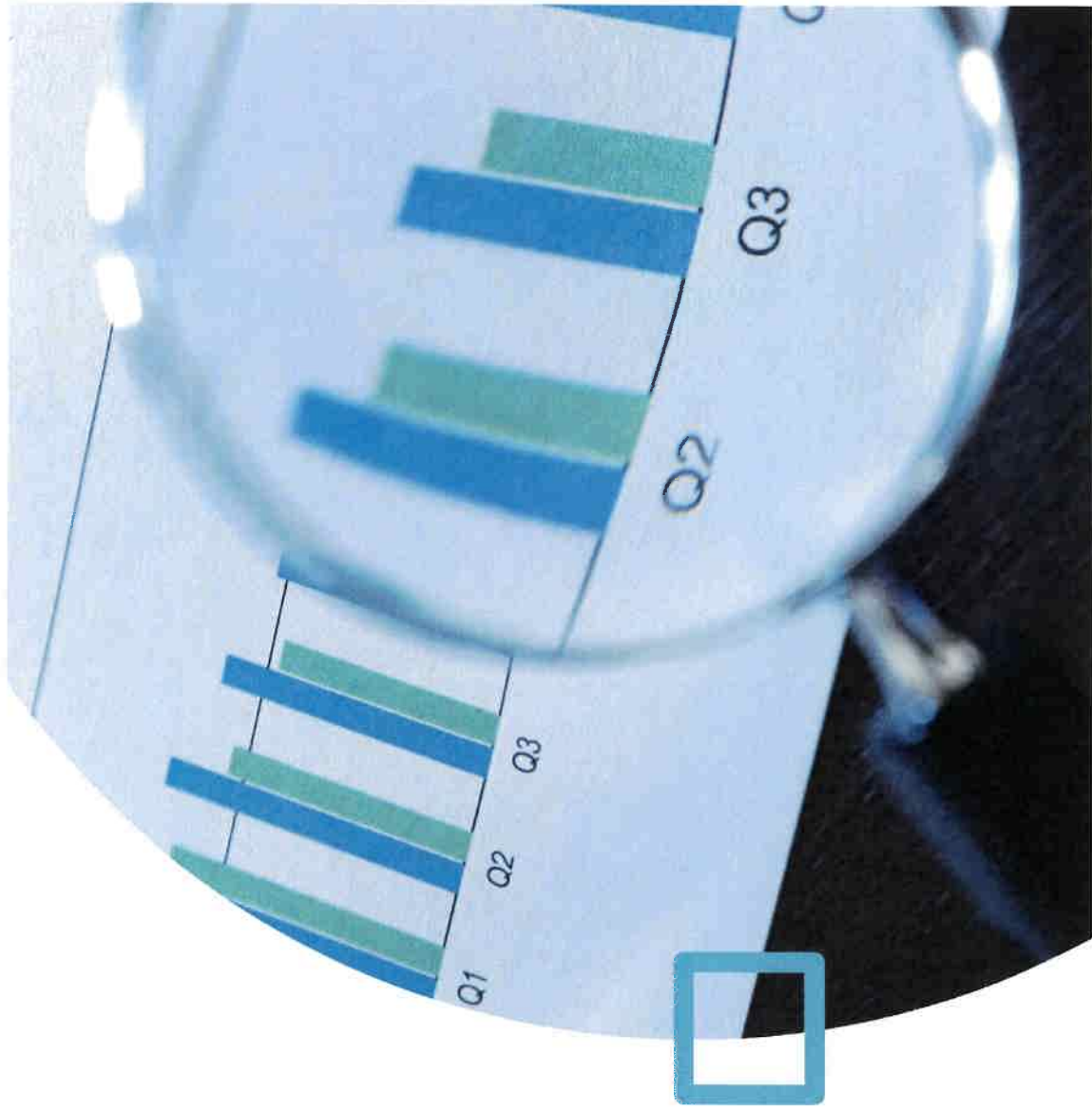


Online

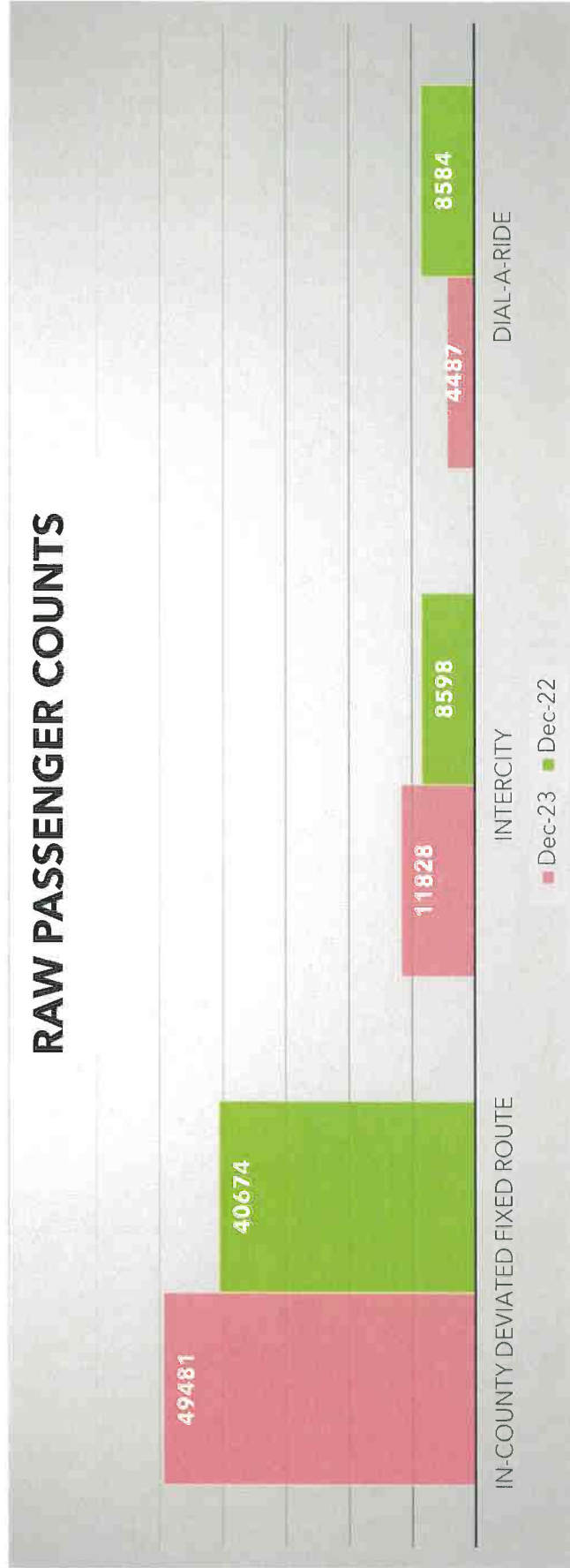
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TCTD Operations Statistics & Performance

December 2023

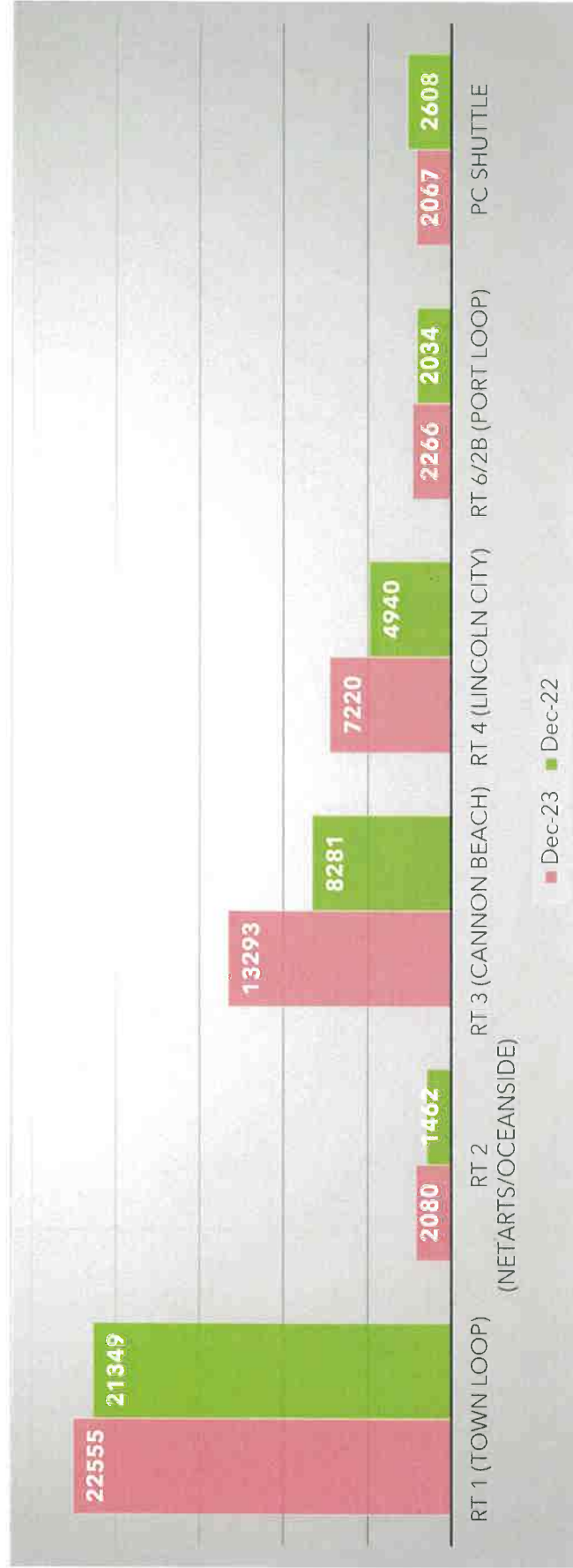


YTD COMPS BY SERVICE TYPE



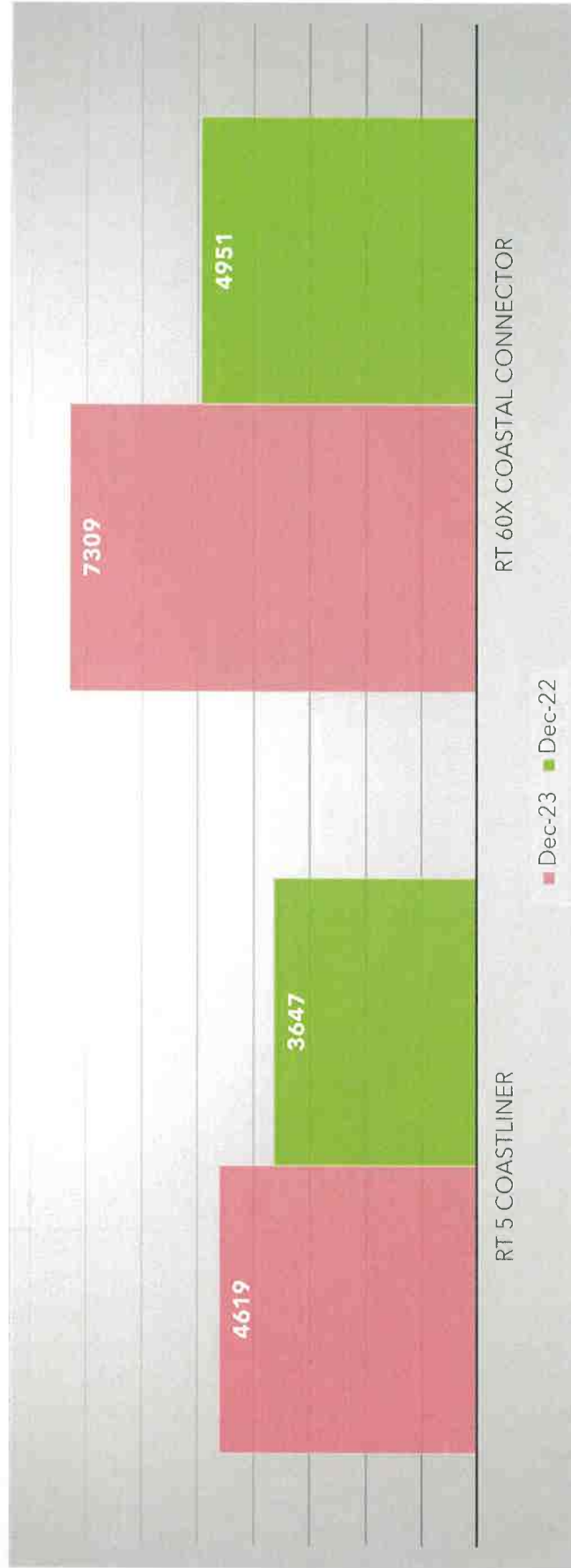
IN-COUNTY RIDERSHIP BY ROUTE

YTD COMPS



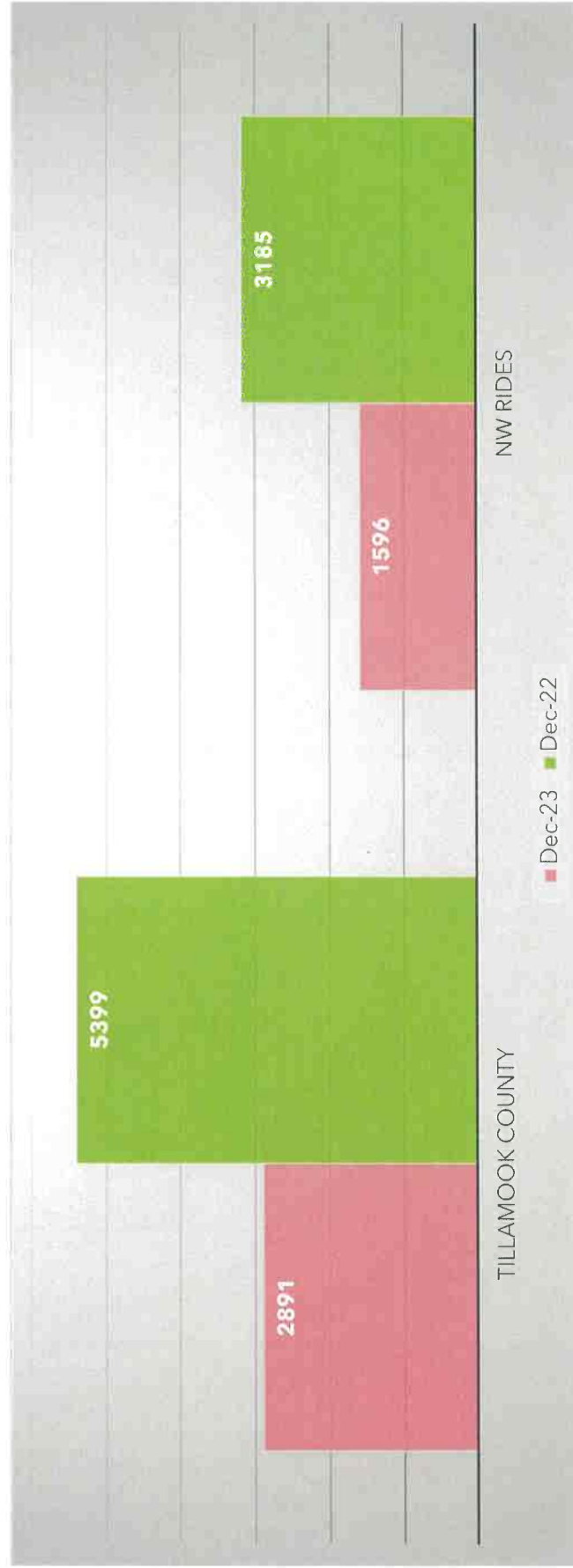
INTER-CITY RIDERSHIP BY ROUTE

YTD COMPS



DAR RIDERSHIP BY SERVICE TYPE

YTD COMPS



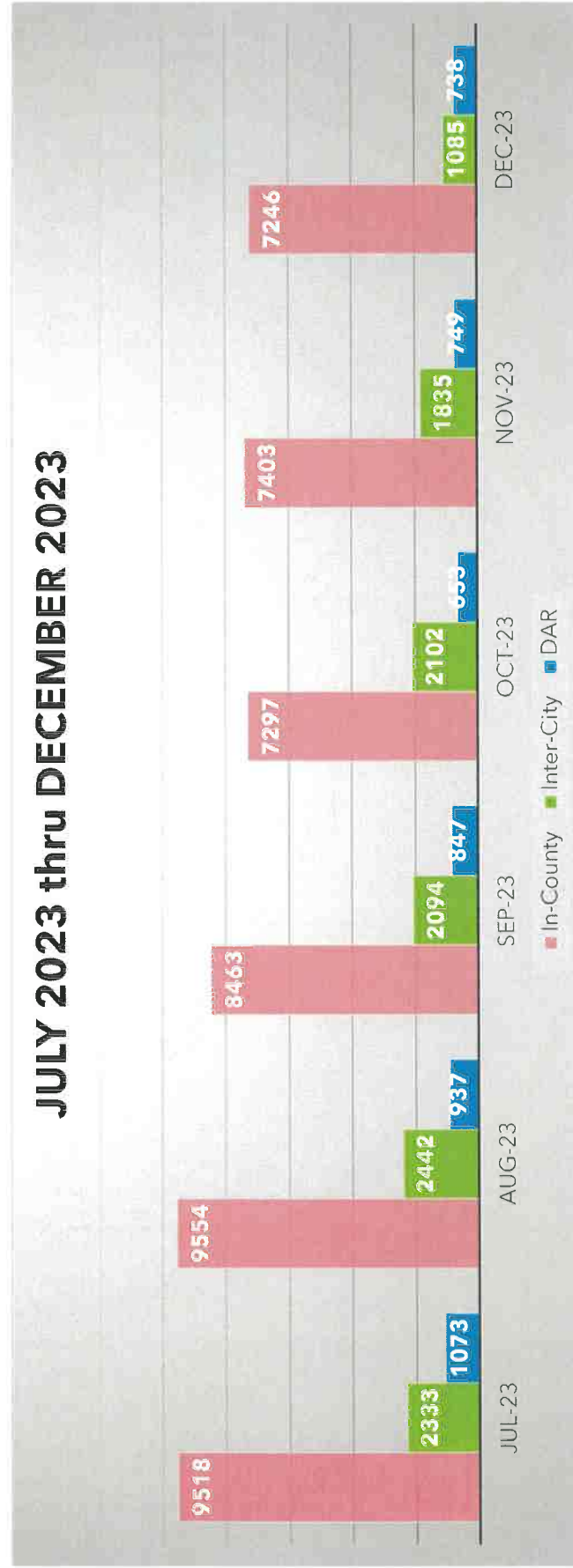
PASSENGER CATEGORIES

YTD COMPS



SIX-MONTH TREND RIDERSHIP BY SERVICE TYPE

JULY 2023 thru DECEMBER 2023



TOTAL SERVICES RIDERSHIP

December 2022 & December 2023



Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

December 2023

RIDERSHIP BY SERVICE TYPE

	Dec 2023	Dec 2022	YTD FY 23-24	YTD FY 22-23	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	510	748	2,891	5,399	-46.5%
NW Rides	228	543	1,596	3,185	-49.9%
Dial-A-Ride Total	738	1,291	4,487	8,584	-47.7%

Deviated Fixed Route Service

Rt 1: Town Loop	3,691	3,345	22,555	21,349	5.6%
Rt 2: Netarts/Oceanside	276	210	2,080	1,462	42.3%
Rt 3: Manzanita/Cannon Beach	1,962	1,003	13,293	8,281	60.5%
Rt 4: Lincoln City	995	545	7,220	4,940	46.2%
Rt 6: Port of Tillamook Bay Loop	322	275	2,266	2,034	11.4%
Pacific City Free Shuttle	0	0	2,067	2,608	-20.7%
Local Fixed Rt Total	7,246	5,378	49,481	40,674	21.7%

Intercity Service

Rt 5: Portland	692	460	4,519	3,647	23.9%
Rt 60X: Salem	393	383	7,309	4,951	47.6%
Inter City Total	1,085	843	11,828	8,598	37.6%

Other Services

Tripper Routes	3	15	68	78	-12.8%
Special Bus Operations	0	0	0	0	#DIV/0!
Other Services Total	3	15	68	78	-12.8%
TOTAL ALL SERVICES	9,072	7,527	65,864	57,934	13.7%

ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 23-24	FY 22-23	Change
General (18 years to 60 years of age)	4,950	118	36,270	29,590	22.6%
Senior/Disabled	2,721	590	23,167	21,980	5.4%
Child/Youth	600	30	4,360	3,757	16.1%
Total	8,271	738	63,797	55,326	15.3%

OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 23-24	FY 22-23	Change
Ride Connection	99		724	563	28.6%
Tillamook Bay Community College	91		1,428	702	103.4%
NWOTA Visitor Pass	11		472	331	42.6%
NW Rides		228	1,368	3,185	-57.0%
Youth Free	852		5,381		N/A
Amtrak	35		666	544	22.4%

**Primary Performance Measures Report
thru December 2023**

	Passengers per Hour	Cost per Trip	Cost per Hour	Farebox Return %
<u>Dial-A-Ride</u>				
Dial-A-Ride	1.7	\$ 51.83	\$ 89.17	6.0%
NW Rides	1.2	\$ 85.50	\$ 101.69	65.4%
Total	1.5	\$ 62.58	\$ 94.23	31.9%
<u>Deviated Route</u>				
Rt 1: Town Loop	10.4	\$ 8.79	\$ 91.09	7.9%
Rt 2: Oceanside	1.9	\$ 48.18	\$ 93.64	1.7%
Rt 6: PORT	6.6	\$ 15.38	\$ 101.87	5.4%
Rt 3: Manzanita	4.1	\$ 25.66	\$ 105.90	3.3%
Rt 4: Lincoln City	3.4	\$ 33.50	\$ 113.54	2.6%
Total	5.2	\$ 19.41	\$ 101.83	3.9%
<u>Intercity</u>				
Rt 5: Portland	1.7	\$ 65.74	\$ 114.55	12.3%
Rt 60X: Salem	4.2	\$ 27.63	\$ 116.51	8.9%
Total	2.7	\$ 42.19	\$ 115.34	10.9%
<u>Other Services</u>				
Trippers	0.9	\$ 93.28	\$ 87.13	0.3%
SBO	#DIV/0!	#DIV/0!	#DIV/0!	0.0%
Total	0.9	\$ 93.26	\$ 87.11	0.3%
FY 2023-24 YTD	3.9	\$ 26.79	\$ 103.70	10.8%
FY 2022-23YTD	3.2	\$ 30.93	\$ 98.90	18.9%
Percent Change	21.0%	-13.4%	4.9%	-43.0%

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
<u>Dial-A-Ride Services</u>			
Dec-22	1.5	47.0%	95.17
Sep-23	1.6	37.2%	95.67
Oct-23	1.5	36.9%	90.55
Nov-23	1.5	35.4%	88.23
Dec-23	1.5	31.9%	94.23
<u>Deviated Fixed Routes</u>			
Dec-22	4.8	5.2%	96.50
Sep-23	5.5	4.0%	101.46
Oct-23	5.3	4.1%	96.35
Nov-23	5.3	4.2%	94.26
Dec-23	5.2	3.9%	101.83
<u>Intercity Services</u>			
Dec-22	2.3	10.3%	110.86
Sep-23	3	12.2%	110.98
Oct-23	2.9	12.0%	109.17
Nov-23	2.8	12.0%	106.07
Dec-23	2.7	10.9%	115.34
<u>Other Services</u>			
Dec-22	6.3	0.0%	93.10
Sep-23	0.5	0.1%	85.44
Oct-23	1.1	0.2%	82.71
Nov-23	1.1	0.3%	81.80
Dec-23	0.9	0.3%	87.11

Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation

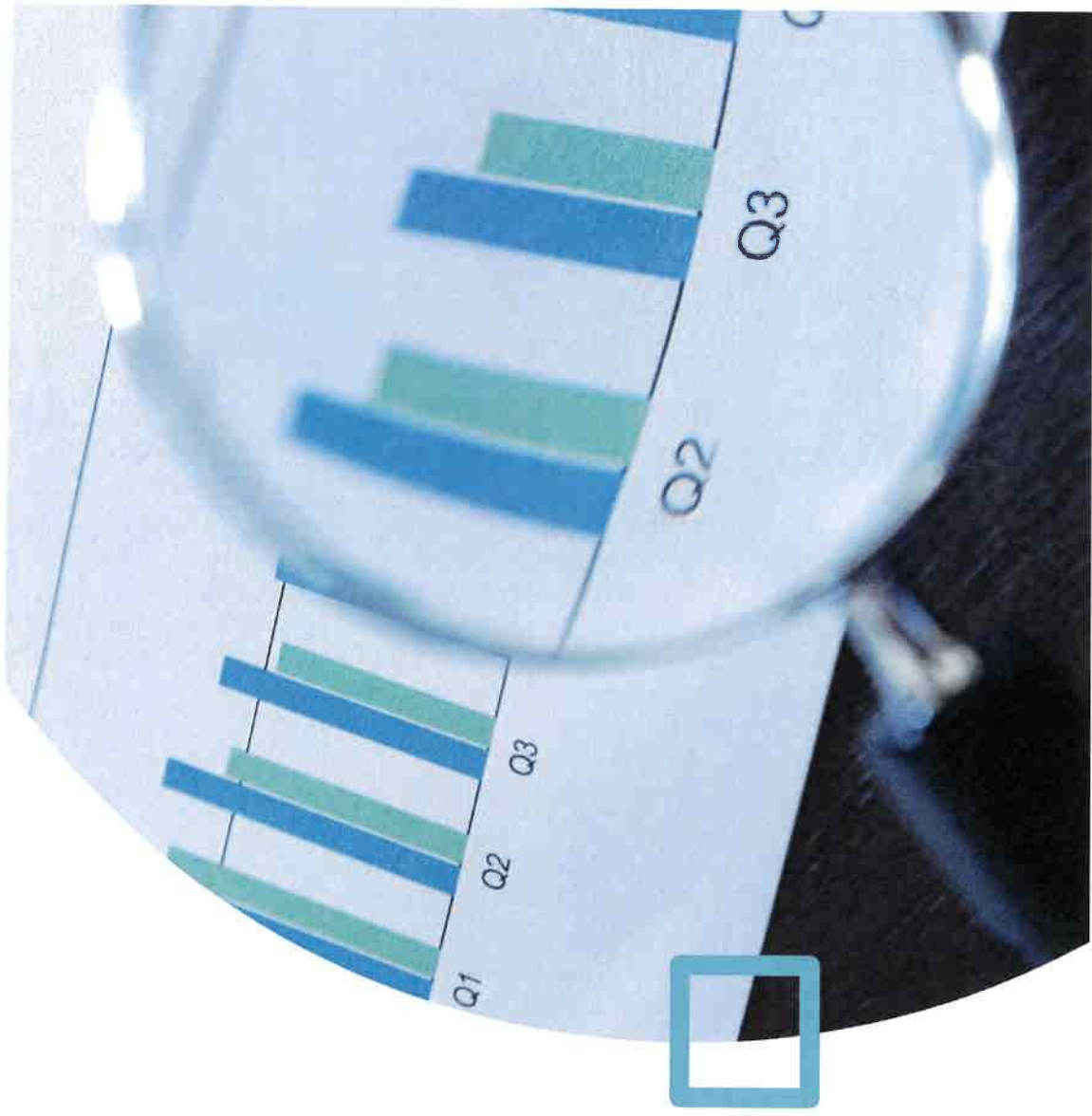
Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach, 4 Lincoln City, 6 POTB Loop

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

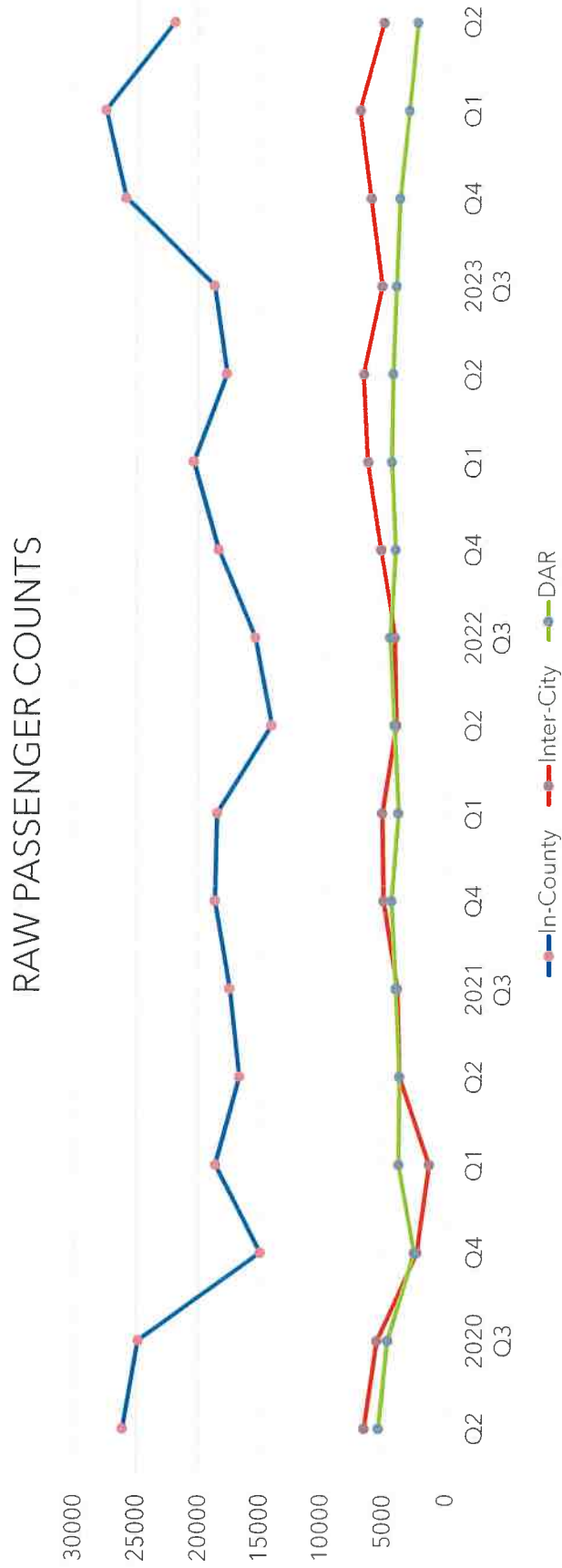
Other Services: Trippers, Special Bus Operations/PC Free Shuttle

TCTD Operations Statistics & Analysis FY 2023/24 Q2

FEBRUARY 2023

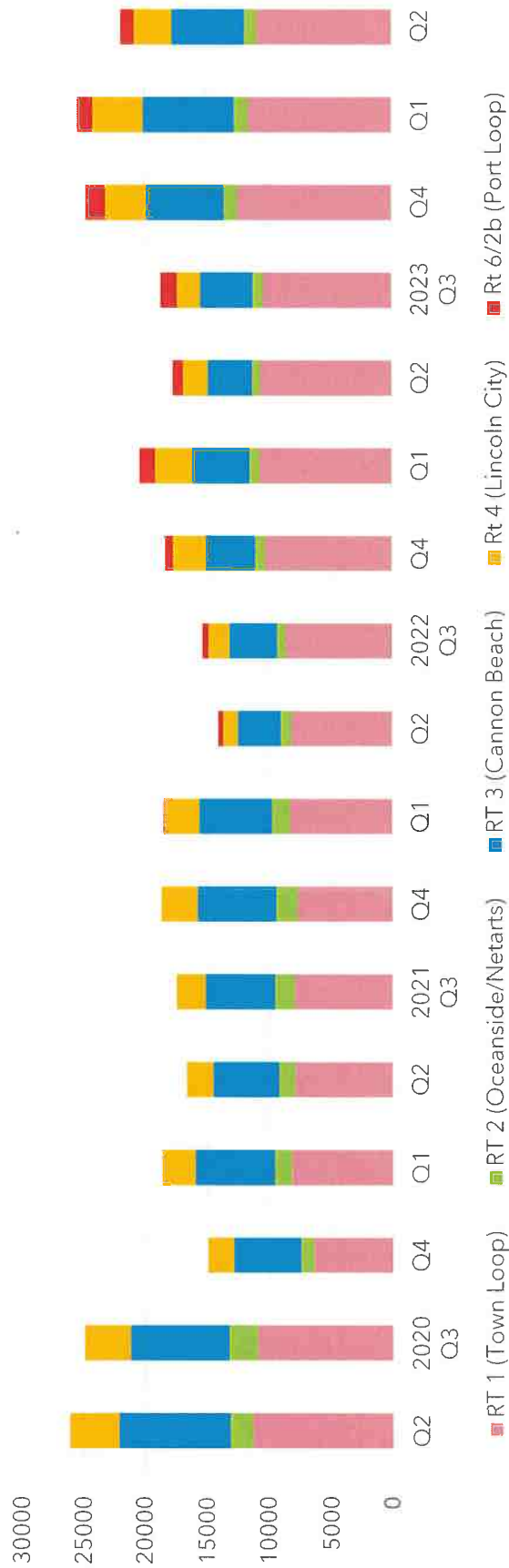


QUARTERLY RIDERSHIP BY SERVICE TYPE



IN-COUNTY RIDERSHIP BY ROUTE

October 2019 thru December 2023



IN-COUNTY ROUTES

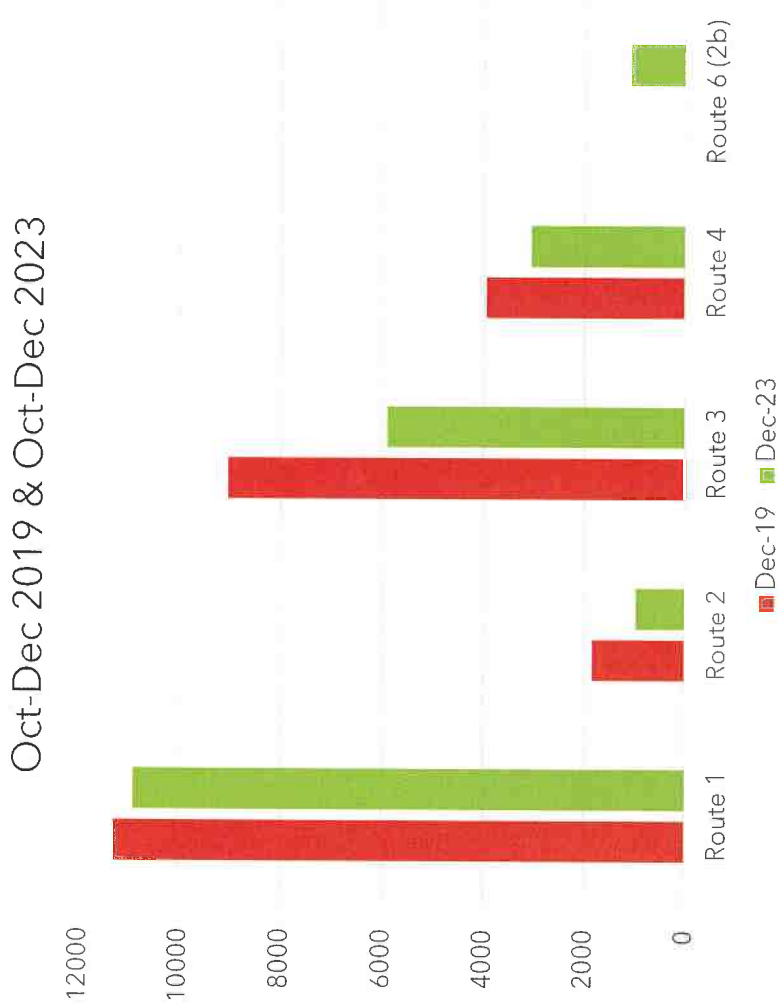
2019 & 2023 Q2

PERFORMANCE

Comparison

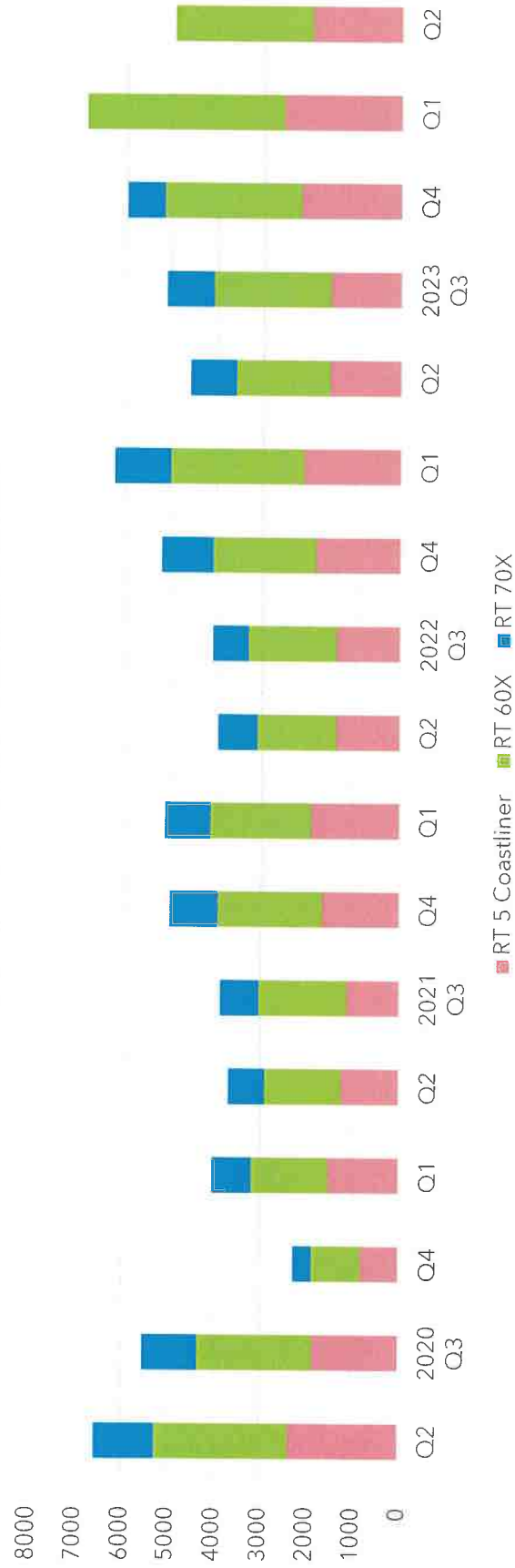
ROUTE 1: 11,294-10,918 (-3.3%)
 ROUTE 2: 1,842-965 (-47.6%)
 ROUTE 3: 9,032-5,908 (-34.6%)
 ROUTE 4: 3,955-3,089 (-21.9%)

ROUTE 6 Q4 2023/24
 1,066 (+1,066)
TOTALS: 26,123-21,946 (-15.9%)



INTER-CITY RIDERSHIP BY ROUTE

October 2019 thru December 2023



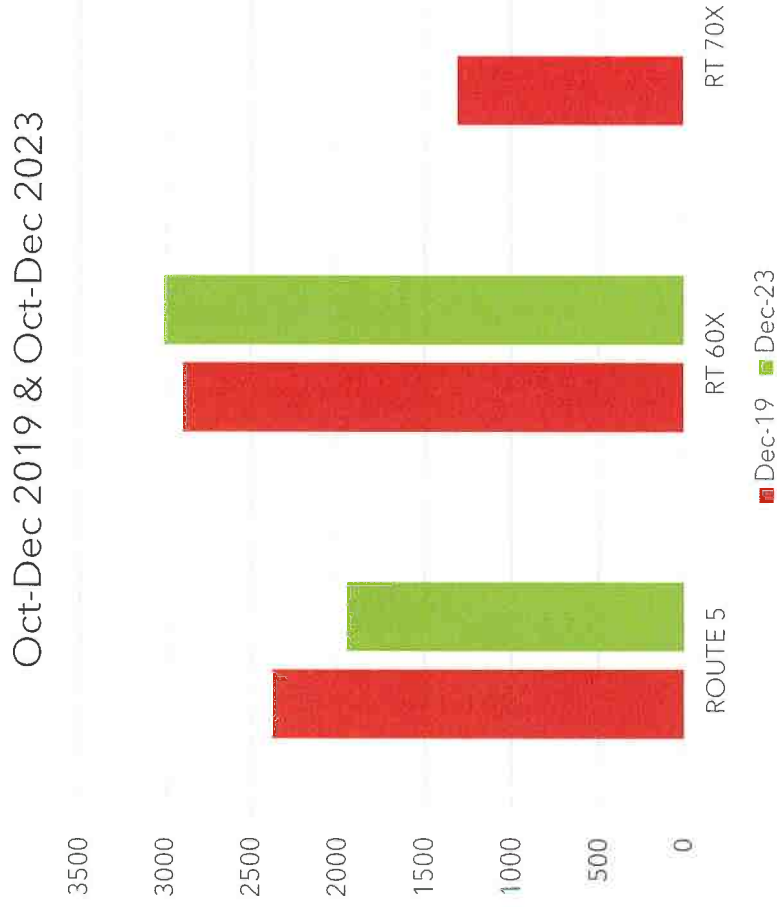
INTER-CITY ROUTES 2019-2023 Q2 PERFORMANCE

ROUTE 5: 2,376-1,947 (-18.1%)

RT 60X: 2,902-3,012 (-30.7%)

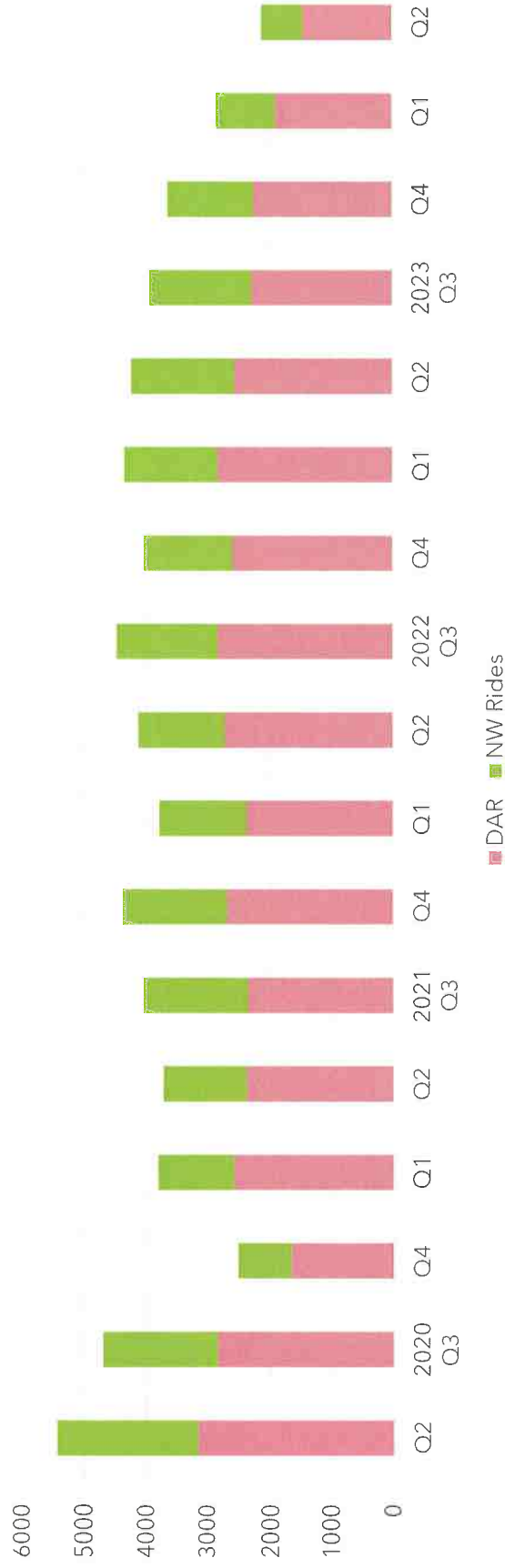
RT 70X: 1,305-0
(service discontinued)

TOTALS: 6,583-4,959 (-24.7%)



Dial-A-Ride Ridership by Service Type

October 2019 thru December 2023



Quarterly Passengers per Service Hour By Service Type

October 2019 thru December 2023



Passengers/Hr by Service Type 2019-2023 Q2 PERFORMANCE

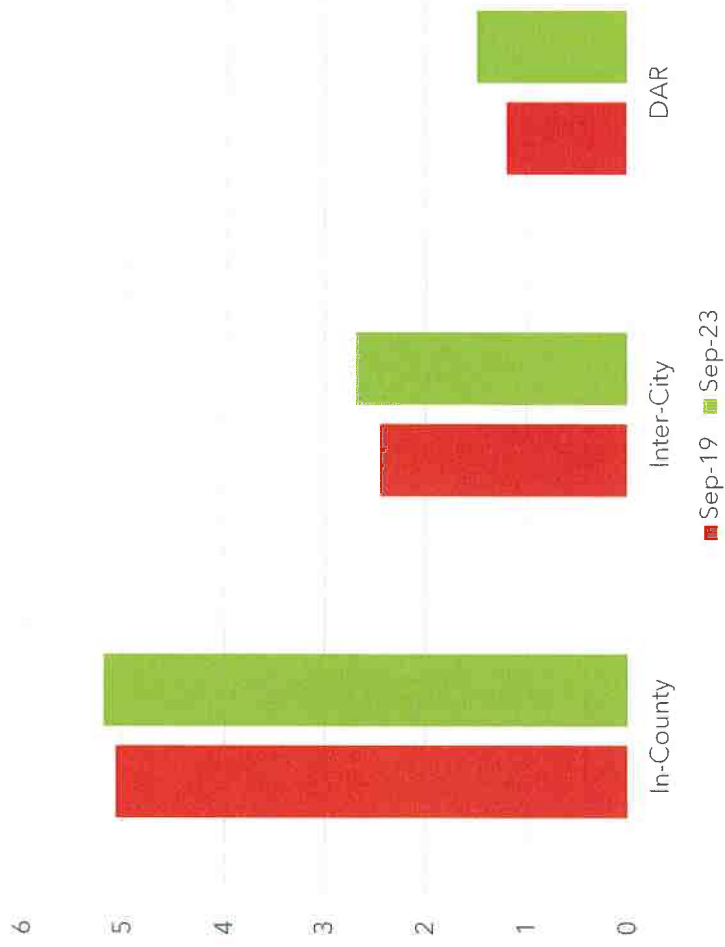
In-County: 5.07-5.2 (+2.6%)

Inter-City: 2.45-2.7 (+10.2%)

DAR: 1.20-1.5 (+25.0%)

TOTALS: 8.72-9.4 (+7.8%)

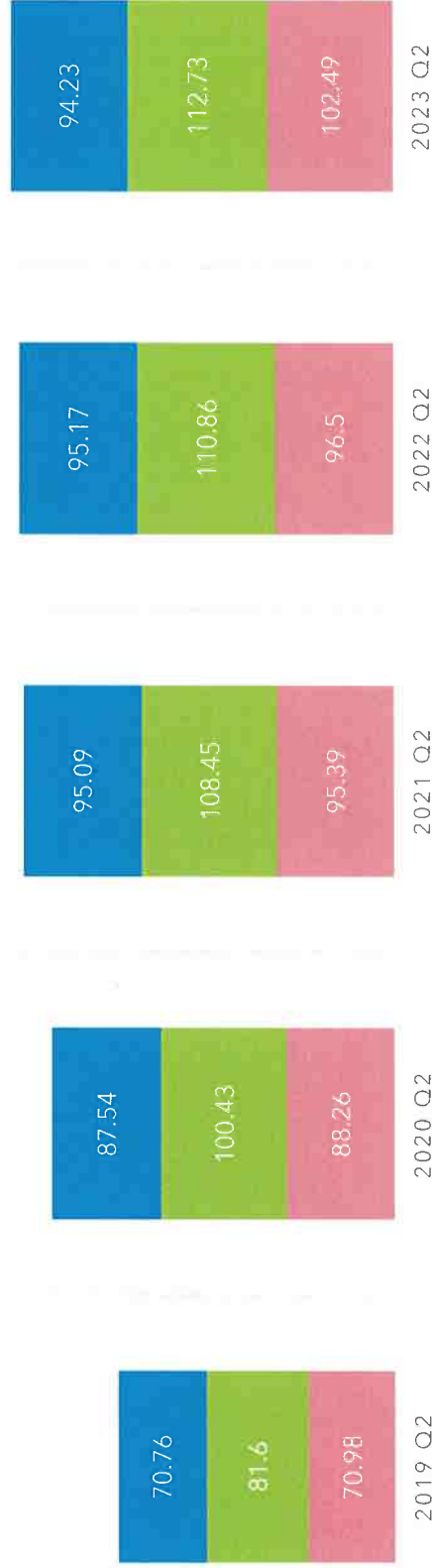
July-Sept 2019 & July-Sept 2023



FY 2023/24 YTD Quarterly Cost Per **HOURLY** by Service Type

OCT 2019 THRU DEC 2023

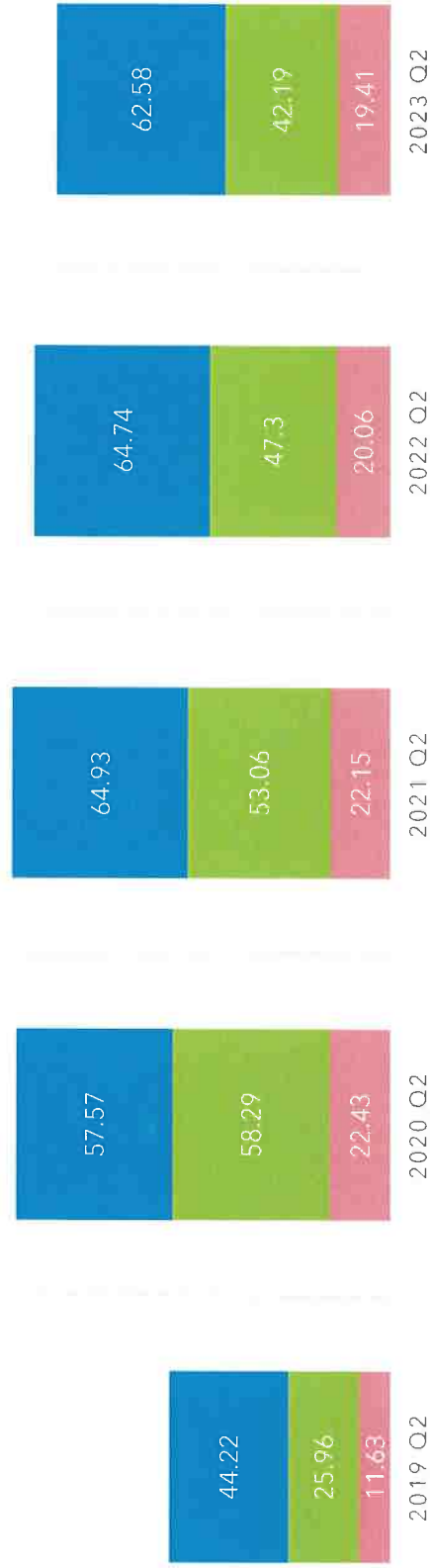
■ In-County ■ Inter-City ■ DAR



FY 2023/24 YTD Quarterly Cost Per **TRIP** by Service Type

OCT 2019 THRU DEC 2023

■ In-County ■ Inter-City ■ DAR



nwCONNECTOR

Coordinating Committee In-Person Meeting

February 16, 2024 | 10:00 am—12:00 pm

HYBRID

TCTD 3600 3rd Street, Tillamook

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	🚦 Introductions		Cynda Bruce
10:05— 10:20a	🚦 Consent Calendar (Action Item) January Meeting Minutes (Attached) Financial Report	✓	Cynda Bruce/All
10:20— 10:40a	🚦 NWOTA Standing Items Emissions/Ridership Tracking Marketing Update Website Update		Sarah Lu Heath
10:40- 11:00a	🚦 FY 2024-2025 Budget Draft		Cathy Bond/All
11:00- 11:30a	🚦 Train the Trainer Program		All
11:30- 11:45a	🚦 Decarbonization/Alternatives Fuels Study 🚦 Draft Scope of Work 🚦 ODOT Application		All
11:45- 11:50a	🚦 Other Business		All
11:50a – 12:00p	🚦 Member Updates		All

Attachments:

January Meeting Minutes

Ridership/Passenger Mile Tracking

www.nwconnector.org



NWOTA Meeting Minutes
January 12, 2024

Virtual meeting called to order at 10:05am.

In Attendance: Cynda Bruce, John Dreeszen, Heather DeSart, Diana Nish, Craig Johnston, Lisa Scherf, Brian Vitulli.

The agenda was amended to move Item 5 Driver Recruitment and Training to the top of the meeting to accommodate our guests.

Driver Recruitment and Training: The group discussed immediate hiring needs with representatives from the Northwest Oregon Works executive director Heather DeSart and Equus representative Diana Nish. Lincoln, Columbia, and Tillamook systems have the most urgent hiring needs. All will benefit from establishing connections with their local workforce centers and the regional Title V coordinator.

TCTD also discussed the need for upgrading driver licenses and NOW agreed to cover costs for needed training. There was also discussion of replicating TCTD's in-house training program among other agencies as an ongoing professional development opportunity and cost-reduction strategy.

Consent Calendar: Updates and minutes were reviewed; an update to CTP in the minutes was requested. Brian Vitulli motion to approve, John Dreeszen seconded, it passed unanimously.

Web Services Update: Marketing update were provided: organic social media content has received remarkable engagement. This engagement often needs localized responses and it was decided each agency would have an employee with permissions to engage on Facebook. Updating the backlinks to the nwconnector.org was discussed and CCR offered capacity to help outreach efforts.

Members discussed the final decision for the website management firm based on earlier interviews. John Dreeszen moved to approve contracting with MAC Collective, Brian Vitulli seconded, the motion passed unanimously. Trillium's outstanding proposal was discussed. It was decided we could pay half at this time and half upon successful completion of customer service requests by January 22 and transfer by end of February.

Alternative Fuels Feasibility & Transition Plan The groups discussed draft scopes of work. Individuals took assignments to research existing documents, their scopes and costs.

Other Business: A note was made that budgeting for the next fiscal year should begin in February.

Member Updates: John Dreeszen noted that CCR is now over a VanPool option in partnership with Enterprise.

The meeting was adjourned at 12:06pm.



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

DATE: February 21, 2024
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Internal meetings to review policies and procedures.
- Attempting to fill several positions.
- Fifth CBA negotiating session held on January 16. Tentative agreement on new contract reached.
 - Worked with labor counsel to incorporate all agreed-upon language in the final CBA document.
 - TCTD-represented employees of ATU, Local 757 ratified CBA on February 10.
 - Board consideration scheduled for February 21 meeting. (*Addressed as Agenda Item 17.*)
- Attended APTA **Human Trafficking: Awareness to Action** webinar on January 17.
- Awarded driver Jeremy Bellante TCTD's Employee of the Year award! Jeremy has been with the District for several years and exemplifies greatness in ability and customer service. Congratulations, Jeremy! (See FB post on page 4.)
- Attended ODOT training on January 23 for **Title VI Compliance Responsibilities for Public Transit Providers**.
- Coordinated with CARE on their January 24 **Project Homeless Connect** event by providing direct Route 1 (Town Loop) service to the Tillamook County Fairgrounds and waving bus fare for those attending the event. (See FB post on page 5.)
- NWOTA meeting on February 16.
 - At January 12 meeting, made recommendation for preferred vendor and to move toward contracting. (*Contract approval of preferred vendor addressed as Agenda Item 19.*)
 - January 23 meeting to discuss NWOTA website vendor transition.
- January 25 & 26 meetings with staff to discuss completion of renovation projects, PC Shuttle service planning and budget considerations for 2024, and vehicle maintenance priority setting.
- Attended the OTA Board meeting on February 6.

- Attended the Northwest Oregon Area Commission on Transportation (NWACT) meeting on February 8.
- Attended the 2024 Annual SDAO Conference in Seaside on February 9-11.
- Attended the Community Partners Luncheon hosted by the Tillamook PUD on February 13.
- Attended the SDAO Transit Networking Meeting on February 21.
- TCTD staff will be attending a Worksource Oregon hiring event held at the Tillamook County Community College on March 6 from 10:00 AM to 2:00 PM. (See and share the flyer shown on page 6.)
- TCTD is supporting SB 1553-1: Safe, Accessible Transit for All. The Oregon Transit Association (OTA) and the Amalgamated Transit Union (ATU) are introducing this legislation, which would apply the crime of Interfering with Public Transportation (IPT)—a Class A misdemeanor—to the use of illicit drugs on public transit. The bill would also classify drug use on transit as a drug-designated misdemeanor, providing individuals convicted of the crime with access to state-funded treatment in many instances. The District, and several other transit agencies through the Oregon Transit Association (OTA), have provided information and testimony supporting this bill. (See the one-pager on page 7 for more details.)

Planning & Development

- Received the DRAFT *Coordinated Public Transit-Human Services Transportation Plan* (known as our CTP) from Kittelson & Associates, Inc., on February 9. We will be assembling the TAC and CTP stakeholders on March 4 at 5:30 PM to present the plan, solicit feedback, and to seek recommendation for approval. Consideration by the Board is scheduled for the March 20th meeting.
- With NWOTA partners on January 31, met with staff from Center for Transportation and the Environment (CTE) to discuss our intention to develop a zero-emission vehicle feasibility study that identifies and analyzes agency needs, evaluates current and future ZEV technologies and available vehicles, identifies potential funding sources, and recommends (if feasible) a pathway for the alliance to transition toward zero emission operations.
- On February 13, attended the NREL (National Renewable Energy Lab) Electric Transit User Group meeting to discuss EV (electric vehicle) charging and hydrogen refueling infrastructure.

Grant Funding

- Submitted a full application for ODOT's Rural Veterans Healthcare Transportation grant on December 31. The District was awarded partial funding from a LOI submitted in September. This is funding for the preservation of our existing project, as we have received funding for this program the past two years. Awaiting notification.

- ODOT recently released an advanced notice of funding for the 2024-2026 Mid-Cycle Discretionary Grant Solicitation. Funding is available for capital, operations, and planning. The grant agreement period is from October 1, 2024, to June 30, 2026, for most awards. The solicitation opened on January 4, 2024, and the application deadline is March 12, 2024.

Facility/Property Management

- Renovations to TCTD Transit Center are continuing. Administration building renovations commenced on November 13 on the Dispatch and breakroom areas.
 - Attending bi-monthly project management meetings with contractor and PM consultant.
 - Substantial completion of all tasks scheduled for March 1, 2024.

Operations/Vehicle Maintenance

- Completed improvements to middle bus bay in the vehicle maintenance facility. Tasks included: Removal of nonworkable vehicle lift and control unit, filling of existing pit with concrete capable of withstanding heavy-duty vehicles.
- With Operations Superintendent, met with our radio system vendor, Prevailing Communications, Inc., to discuss upcoming system enhancements and development of a formal maintenance agreement.
- On November 28, the District received two new Class B Champion Defender 32' transit buses. The vendor is still working through the items identified during the inspection process, so the vehicles are currently not in service.
- Recently approved order and floorplan for two 36' Champion Defender transit buses for production in 2024.



The WAVE

Published by Cathy Bond · January 23 at 3:57 PM ·

...

Congratulations to Jeremy Bellante, The Wave's 2023 Employee of the Year!

Jeremy started with The Wave in April of 2016. He came with years of school bus experience that really helped him transition to public transit. He has been a safe and reliable bus operator, a wonderful Dial-A-Ride driver and a great team player.

Please take a moment to congratulate Jeremy for his outstanding work here at The Wave!



See insights and ads

Boost post

67

26 comments · 2 shares

Like

Comment

Share



The WAVE

Published by Brian Vitulli • January 24 at 11:27 AM •

...

**Do you live in Tillamook County and lack a safe, stable place to call home?
(Camping, living in a travel trailer, staying with friends or family members or couch-surfing?)**

PROJECT HOMELESS CONNECT

WEDNESDAY, JANUARY 24, 2024

10:00AM TO 3:00PM

TILLAMOOK COUNTY FAIRGROUNDS CONVENTION CENTER

4603 3RD STREET, TILLAMOOK, OREGON

GET A FREE \$25 FRED MEYER GIFT CARD FOR PARTICIPATION IN THE POINT IN TIME COUNT!

(MUST MEET ELIGIBILITY REQUIREMENTS)



Social Services and Supports from around Tillamook County are available. (Some supplies may be limited)

- Free Meal
- Assorted Clothing
- Hair Cuts
- Dental Referrals
- OHP Assistors
- Vaccination Clinic
- Harm Reduction NARCAN
- Info on Substance Use and Mental Health Supports
- Veterans Supports
- Pet Food and Supplies
- Pet appointments for Vaccinations and licensing
- Local Churches

This event is a project of CARE Inc., and is only made possible by the amazing partnership of the great talent and support of the Tillamook Counties Social Services, Business and Faith Based communities, partners and agencies. THANK YOU!



CARE is 🌱 feeling connected with Columbia Pacific Coordinated Care Organization and 3 others at Tillamook County Fairgrounds.

January 23 at 5:56 PM • Tillamook •

CARE's annual Homeless Connect event is being held tomorrow Wednesday, January 24th, 2024 10:00 am- 3:00 pm at the Fairgrounds. We would like to thank the Tillamook Transportation District for their support in Transportation to the event. The Transportation District has added a stop to the Fairgrounds on the town loop tomorrow and will be waving bus fare for those attending the event.

No insights to show ⓘ

Boost a post



6

1 share



Like



Comment



Share



Write a comment...



Tillamook County Job Fair

Free Raffle & Prizes!!!

Organized by WSO and the EDCTC



**Meet Local Employers
On-the-spot
Interviews!**

Meet your future employer TODAY!



Tillamook Bay Community College

4301 3rd Street, Tillamook, OR 97141
Upstairs, Rooms 214/215

From 10:00 AM – 2:00 PM

**worksource
OREGON**



March 6th, 2024



Support SB 1553-1: Safe, Accessible Transit for All

The Oregon Transit Association (OTA) and the Amalgamated Transit Union (ATU) are introducing SB 1553-1, which would apply the crime of Interfering with Public Transportation (IPT)—a Class A misdemeanor—to the use of illicit drugs on public transit. The bill would also classify drug use on transit as a drug-designated misdemeanor, providing individuals convicted of the crime with access to state-funded treatment in many instances.

This legislation is a necessary additional tool to help transit agencies keep the widespread public use of fentanyl and other illicit drugs off of Oregon's public transportation systems. **Unlike sidewalks and other open public spaces, transit riders on board can't simply cross the street to get away from illicit drug use.** Even when waiting outside for a bus or train, they are often unable to avoid being exposed to illicit drug use as they must remain at a designated stop or station to board their transit vehicle.

Public transit must feel safe and accessible for everyone, and particularly for the families, essential workers, high school students, individuals with disabilities, and other Oregonians who depend on transit as a lifeline to jobs, education, and health care. Transit riders and employees should not have to worry about the unpredictable and potentially dangerous behavior of people who are using illicit drugs on public transit systems, nor fear the potential for health risks due to exposure to fumes, needles and residue.

Most transit security personnel are unarmed and trained in de-escalation, and police response is always a last resort. However, in situations where law enforcement involvement proves necessary, this bill will provide them with the tools they need to help keep illicit drug use off of public transportation and send a clear message that transit is a drug-free zone.

A safe and reliable public transportation system is a vital public resource, as well as an important tool for economic development and community revitalization. SB 1553-1 will help ensure that transit feels safe and accessible for everyone.

Impacts of Drug Use on Transit Across the State

- **Tillamook County Transportation District** was forced to close its transit center to the public due to prevalent drug use and multiple drug smoke exposure incidents involving its employees.
- **TriMet** surveys show over a 30% drop in riders feeling safe on buses and trains over the past six years.
- **Lane Transit District** recorded 130 drug use incidents on its system from January-October of 2023.
- **Ride Connection** partners with schools to provide transit training to youth with disabilities. Schools complain about their students finding drug paraphernalia including used needles on transit vehicles.
- **Lincoln County Transit** recently dealt with an adult rider selling illicit drugs to minors on board.

Contact: Miles Pengilly, (971) 288-6959, pengillm@trimet.org

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, January 17, 2024 – 6:03PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:** Board Chair Johnson called the meeting to order at 6:03pm.

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

Absent

TCTD Board of Directors

Thomas Fiorelli, Director

TCTD Staff

Brian Vitulli, General Manager
Cathy Bond, Finance Supervisor/Interim Board Clerk
Jules Deputy, NW Rides Brokerage Manager

Staff Absent

Michael Reed, Operations Superintendent

Guest

John Cline, Citizen

4. **Announcements and Changes to Agenda:** None.

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

6. **Executive Session:** 6:06pm – 7:17pm

Convened under ORS 192.660(2)(d) to discuss labor negotiations, all guests and media excluded, attended by all Board members present as well as GM Vitulli, NWR BM Deputy and FS Bond.

There were no motions as a result of executive session.

STATE OF THE DISTRICT REPORT

7. **Financial Report:** FS Bond presented financials for November 2023 included in Board packet pages 1-24.

8. **Service Measure Performance Report:** GM Vitulli provided service statistics and performance measures for the month of November 2023 included in Board packet pages 25-35. There is additional information about how to interpret the performance measures on pages 36-38. Dir. Adler wants to still meet to get her questions answered.

Dir. Adler noticed a reduction of Route 2, then seeing a trend back up.

9. **Northwest Oregon Transit Alliance:** GM Vitulli provided the following updates included in Board packet pages 39-45.

An employment organization is likely able to assist the District in upgrading driver CDLs as a result of the new vehicles that arrived. The new buses require a Class B CDL and the majority of our drivers hold Class C licenses. Future vehicles will also require Class B licenses as well. Dir. Johnston asked if it will be voluntary to upgrade for drivers. GM Vitulli stated it will be more fair, efficient, and sustainable to upgrade all drivers. Dir. Adler asked if we have to accept them or can we change future orders. GM Vitulli stated that the vehicles were signed-off and ordered that way well over one year ago, so it is not a vendor issue. It still makes sense to upgrade the licenses.

There will be a new website vendor contract planned for the next Board meeting.

10. **NW Rides Brokerage:** BM Deputy reported this is a slow time of year for NW Rides Brokerage. Dealing with weather events, catching up on work and implementing new contract requirements.

11. **General Manager Report:** GM Vitulli provided the following updates included in Board packet pages 46-47 (see GM Report in packet for details):

- a. Administration/Coordination
- b. Planning & Development
- c. Grant Funding
- d. Facility/Property Development
- e. Operations/Vehicle Maintenance

Dir. Hanenkrat asked if the new wage scale would help recruit and re-start the 60X service. GM Vitulli stated the District cannot sustain that service as it is far removed from the District's service area and District resources can be better focused in and around Tillamook County. Dir. Adler asked if the Tribes fully funded those services. GM Vitulli confirmed that ODOT and the Tribes were fully funding the services. Board Chair Johnson asked if vehicle shortage is why Cherriots can't start services and if so can they use our surplus vehicles. GM Vitulli shared that there are two vehicles on the surplus list (#300 and #301) that could be used by Cherriots under an emergency lease arrangement approved by ODOT. He stated he reached out again on the status but has not heard of any updates on leasing District buses or restarting the service.

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

12. Miscellaneous:

- a. OR-OSHA workplace inspection. Dir. Adler suggested combining Safety with other committee meetings. GM Vitulli stated the Safety Committee will hold their own meetings.
- b. Public meeting law training requirement update. This is regarding required training that all governing body members must take during their term of office. Trainings are not currently scheduled or available to meet the requirement. GM Vitulli will notify the Board as soon as the training becomes available. Dir. Adler remembered that there was training by SDAO, would that count. GM Vitulli reiterated that the SDAO training does not meet those requirements as of yet.

Dir. Hanenkrat saw a notice in the paper that the District will provide free services to the Fairgrounds for a homeless event. GM Vitulli was unaware and will look into right away.

CONSENT CALENDAR

13. Motion to Approve the Minutes of December 20, 2023, Regular Board Meeting
14. Motion to Approve November 2023 Financial Statement
15. Motion to Approve TCTD FY 2024-25 Budget Calendar
16. Motion to Appoint GM Brian Vitulli as FY 2024-25 Budget Officer

FS Bond made note of correction to minutes. There was a motion that Dir. Adler abstained from that was added to the motion passed section as well and needs to be removed.

Motion by Dir. Adler to approve Consent Calendar, with noted change to the minutes.
Motion Seconded by Dir. Bean.

Motion Passed

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

ACTION ITEMS

17. Resolution 24-01 Authorizing the General Manager to Execute a Contract with Northwest Lift & Equipment LLC for a Four-Post Mobile Column Lift

GM Vitulli added it was a competitive process. Received two quotes. One of those vendors was the vendor that the District purchased an initial lift from in the recent past. The decision was made to use the same vendor so the system could work together and be used as a set.

Motion by Dir. Johnston to approve Resolution 24-01 Authorizing the General Manager to Execute a Contract with Northwest Lift & Equipment LLC for a Four-Post Mobile Column Lift. *Motion Seconded* by Dir. Hanenkrat.

Motion Passed

By Directors Hanenkrat, Bean

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

Adler, Johnston, and Heffernan
and Board Chair Johnson.
Director Fiorelli absent.

18. Resolution 24-02 In the Matter of Declaring and Disposing of Surplus Property

Dir. Adler asked approximately how many miles were on the vehicles being surplus. FS Bond answered that each vehicle has different mileage and that ODOT has a useful life formula used to calculate when a vehicle is ready for surplus. Dir. Adler asked what about the Tribes and could they use them. GM Vitulli explained that the vehicles can continue being used and can help the Tribes provide those services.

Motion by Dir. Bean to approve Resolution 24-02 In the Matter of Declaring and Disposing of Surplus Property. *Motion Seconded* by Dir. Adler.

Motion Passed

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

DISCUSSION ITEMS

19. **Staff Comments/Concerns:**

General Manager Vitulli: Thank you for the support the Board provides.

Operations Superintendent Reed: Absent.

Financial Supervisor Bond: None.

Brokerage Manager Deputy: None.

20. **Board of Directors Comments/Concerns:**

Dir. Fiorelli: Absent.

Dir. Heffernan: None.

Dir. Bean: None.

Dir. Adler: How is everything after last weekend of winter storm and thank you to staff for all they did. GM Vitulli said it was a huge team effort, constant change based on road conditions. Drivers are professional and given discretion. Thanked everybody for a job well done.

Dir. Hanenkrat: None.

Dir. Johnston: She was worried during the ice storm and thought about riding the bus if she needed to go to the store.

Board Chair Johnson: Thanked everyone and said she will be in touch with GM for CBA information and potential special meeting.

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

Adjournment: Board Chair Johnson adjourned the meeting at 8:16pm.

These minutes approved this 17th day of January 2024.

ATTEST:

Mary Johnson, Board Chair

Brian Vitulli, General Manager



Tillamook County Transportation District

Connecting the community through sustainable transit services

The WAVE

Dial-A-Ride

NW Rides

Transportation Advisory Committee Member Application

Full Name:	James C. Heffernan		
Street Address:	[REDACTED]		
City:	Tillamook	State:	Oregon
Zip:	97141		
Mailing Address, if different:	[REDACTED]		
City:	[REDACTED]	State:	[REDACTED]
Zip:	[REDACTED]		
Phone (Daytime):	503-[REDACTED]	Phone (Evenings):	503-[REDACTED]
Email:	[REDACTED]@gmail.com	Occupation:	retired

The Transportation Advisory Committee ("TAC") is established for the purpose of carrying out the statutory requirements of the Tillamook County Transportation District ("TCTD") as set forth in ORS 184.761 and OAR 732-040-0035. The TAC will advise and assist TCTD in carrying out the purposes of the Statewide Transportation Improvement Fund ("STIF") and prioritizing projects to be funded by the STIF moneys received by TCTD. The TAC may also advise TCTD regarding the opportunities to coordinate STIF funded projects with other local or regional transportation programs and services to improve transportation service delivery and reduce gaps in service.

To be eligible to serve, members must be knowledgeable about the public transportation needs of the residents or employees located within or traveling to or from TCTD's service area and be a person who is a member of or represents one or more of the following groups. Please identify the category you believe you represent. You may select more than one category.

- | | |
|--|--|
| <input type="checkbox"/> Bicycle and pedestrian advocates | <input type="checkbox"/> Non-profit entities which provide public transportation |
| <input type="checkbox"/> Educational institutions | <input type="checkbox"/> People with disabilities |
| <input type="checkbox"/> Employers | <input type="checkbox"/> People with limited English proficiency |
| <input type="checkbox"/> Environmental advocates | <input type="checkbox"/> Public health, social and human service providers |
| <input checked="" type="checkbox"/> Individuals aged 65 and older | <input type="checkbox"/> Public Transportation Service Providers |
| <input type="checkbox"/> Local governments, including land use planners | <input type="checkbox"/> Social equity advocates |
| <input type="checkbox"/> Low-income individuals | <input checked="" type="checkbox"/> Transit users |
| <input type="checkbox"/> Major destinations for users of public transit | <input checked="" type="checkbox"/> Transit users who depend on transit for accomplishing daily activities |
| <input type="checkbox"/> Neighboring public transportation service providers | |

Are you knowledgeable about the public transportation needs of residents or employees located within or traveling to and from Tillamook County? ☒ YES ☐ NO If yes, please describe:

I serve on TCTD Board of Directors

Why do you want to serve on the TAC? Please provide a response of your personal and/or professional background as it applies to the position(s) you wish to be considered for on the TAC.

I am interested in hearing more about needs of TCTD. I wish to see continuous improvement

Please list your community affiliations interests:

I am on TCTD Board and am a Precinct Committee Person with Tillamook Democratic Party

The Transportation Advisory Committee is required to meet at least two times each year. Your appointment to the committee is for a three-year term. Do you agree to fulfill the requirements of the TAC?

☒ YES ☐ NO

Signature:



Printed Name: James C. Heffernan

Date: January 22, 2024

PLEASE RETURN YOUR COMPLETED, SIGNED APPLICATION TO:

Tillamook County Transportation District TAC
Attn: Administrative Assistant
3600 Third St, Suite A, Tillamook, OR 97141
Phone: 503-815-8283
Email: nzuercher@tillamookbus.com

Completion of this section is **VOLUNTARY**. The information you provide will be used for Title VI purposes only. Tillamook County Transportation District ("TCTD") operates its programs without regard to race, color, religion, sex, sexual orientation, national origin, marital status, age, disability, or income status in accordance with Title VI of the Civil Rights Act, ORS Chapter 659A or other applicable law.

Race/Ethnic Status:

- ☒ **White** (*Not Hispanic or Latino*): A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- ☐ **Black or African American** (*Not Hispanic or Latino*): A person having origins in any of the black racial groups of Africa.
- ☐ **Hispanic or Latino**: A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- ☐ **Asian** (*Not Hispanic or Latino*): A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
- ☐ **Native Hawaiian or other Pacific Islanders** (*Not Hispanic or Latino*): A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- ☐ **American Indian or Alaskan Native** (*Not Hispanic or Latino*): A person having origins in any of the original peoples of North and South America (including Central America), and who maintains a tribal affiliation or community recognition.
- ☐ **Two or More Races** (*Not Hispanic or Latino*): A person who identifies with two or more race/ethnic categories named above.

Signature:

Date:

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

**Authorizing the General Manager)
to Execute ODOT Section 5311 &)
5311(f) Grant Agreement No. 35645)**

RESOLUTION NO. 24-03

WHEREAS, the Tillamook County Transportation District ("District") has received a grant from the Oregon Department of Transportation ("ODOT") under Section 5311 and Section 5311(f) of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35645; and

WHEREAS, ODOT allocated funding to the District to provide financial support for general public transportation services in the State of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic; and

WHEREAS, the financial support will be directed toward continued operations administration assistance for TCTD fixed route and Dial-A-Ride services (5311) and for continued operations administration assistance for TCTD intercity services (5311(f))

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35645 in the amount of \$453,850 on behalf of the District to provide continued financial support for general public transportation services in the TCTD service area.

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. 35645 in the amount of \$453,850 on behalf of the Tillamook County Transportation District, to provide continued financial support for general public transportation services in the TCTD service area between February 1, 2024 and January 31, 2026.

INTRODUCED AND ADOPTED this 21st day of February 2024.

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 **February 1, 2024** 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 **January 31, 2026** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

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

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$453,850.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$453,850.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and

expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.

c. **Recovery of Grant Funds.**

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

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

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

of this Agreement.

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

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

8. Records Maintenance and Access; Audit.

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

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

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

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

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.

- i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
- ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
- iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html

- c. **Subagreement indemnity; insurance**

- i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
- ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's**

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

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

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

not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

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

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

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

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

Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- k. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- l. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- m. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- n. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- o. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- p. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

Arla Miller
555 13th St SE
Salem, OR 97301
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 _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 01/23/2024

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: COVID 5311 Tillamook County Transportation District 35645				
P-23-6029-01 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$100,000.00	\$100,000.00	\$0.00	
P-23-6029-02 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$311,500.00	\$311,500.00	\$0.00	
Sub Total	\$411,500.00	\$411,500.00	\$0.00	
Project Title: COVID 5311(f) Tillamook County Transportation District 35645				
P-23-6030-01 Item #1: EMER RELIEF - OPERATING 100%				
	Total	Grant Amount	Local Match	Match Type(s)
	\$42,350.00	\$42,350.00	\$0.00	
Sub Total	\$42,350.00	\$42,350.00	\$0.00	
Grand Total	\$453,850.00	\$453,850.00	\$0.00	

1. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, Coronavirus Response and Relief Supplemental Appropriations (CRRSAA) Act, and American Rescue Plan Act (ARP), provide emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES, CRRSAA and ARP Acts are available for transit agencies to maintain service and lost revenue, including the purchase of protective equipment and paid administrative leave.

2. PROJECT DESCRIPTION

This agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. This agreement includes the following activities and not to exceed \$453,850.00 in COVID grant funds.

Operating Expenses 5311

Continued operations administration assistance for fixed route and Dial-A-Ride services, which serve a social services/human service need for our veteran, senior, and individuals with a disability populations. Funds will be used for recruitment and retention bonuses, pay differentials, and other strategies to attract and retain employees. Not to exceed \$411,500.00

Operating Expenses 5311(f)

Continued operations administration assistance for intercity services, which serve multiple cities/communities and populations throughout and beyond the normal service area. Funds will be used for recruitment and retention bonuses, pay differentials, and other strategies to attract and retain employees. Not to exceed \$42,350.00.

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for projects to prevent, prepare for, and respond to COVID-19. Although operational expenses are the priority, all expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 1, 2021 are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally-eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital

purchases. There is no limit to the percentage of funds that may be used for any category of expense.

Specific eligible expenses under the CARES Act include operating costs to maintain service, lost revenue due to the COVID-19 public health emergency, purchase of personal protective equipment associated with response to the pandemic, administrative leave salaries for personnel, and cleaning and sanitizing equipment and supplies.

Ineligible expenses under the Section 5311 program may be reimbursed if an FTA waiver is obtained. Waiver requests are managed by State and results are posted on State's website. Waivers may be implemented during the Agreement period.

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. See Chapter III of the FTA Circular 9040.1G (Formula Grants for Rural Areas) for more information on eligible operating expenses.

4. PROJECT ACCOUNTING and MATCHING FUNDING

CRRSAA and ARP Act funds are being made available to support operating expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19, are included in this Agreement. CARES Act funds are being made available to support operating, capital and other expenses generally eligible under urbanized area and rural area formula programs to prevent, prepare for, and respond to COVID-19.

Projects funded with CRRSAA, ARP and CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 1, 2021 to be eligible for reimbursement.

Projects funded under this Agreement will be reimbursed at 100 percent. There is no local match requirement.

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

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

If Recipient receives federal funding, directly or indirectly, from insurance proceeds, the Federal Emergency Management Agency, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, or a different federal agency for any portion of a project activity funded under this Agreement, Recipient will provide written notification to State. State will then deduct that amount from this Agreement to reimburse FTA for that federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

5. REPORTING and INVOICING REQUIREMENTS

Reimbursement requests may be submitted no more frequently than monthly. Grant Funds provided under this Agreement must be expended by the Expiration Date. The Expiration Date may be extended if local circumstances change; however, there is no guarantee of an extension.

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

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

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.

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 \$453,850.00
--	--	--	---

Administered By Public Transportation Division 555 13th St SE Salem, OR 97301

EXHIBIT C

Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. "TAIL" COVERAGE.

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

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

b. INSURANCE REQUIREMENT REVIEW.

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. WAIVER OF SUBROGATION.

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

g. CONTINUOUS CLAIMS MADE COVERAGE:

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

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

EXHIBIT D

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

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

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

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

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

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

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

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

**Authorizing the General Manager)
to Execute the TCTD/ATU Collective)
Bargaining Agreement for)
the Period 2023 - 2028)**

RESOLUTION NO. 24-04

WHEREAS, the Board of Directors of the Tillamook County Transportation District ("District") has reserved to itself the responsibility and authority to approve and formally ratify the tentative agreements reached by the District's bargaining team and the Amalgamated Transit Union ("Union") for the collective bargaining agreement which will take effect upon ratification of the District and the Union for the term described therein; and

WHEREAS, the General Manager has been informed that the Union ratified and approved the terms of the successor agreement in accordance with its internal process on February 10, 2024; and

WHEREAS, it is in the interests of all concerned to adopt and implement the successor collective bargaining agreement in accordance with its terms without undue delay, provided that both this Board and the Union find the negotiated terms acceptable to all; and

WHEREAS, the members of this Board have been briefed and have had an opportunity to consider the collective bargaining agreement terms and are prepared to vote to ratify the ATU and District agreements reached tentatively in bargaining and authorize the General Manager to execute the collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby votes to approve and ratify the collective bargaining agreement as presented and considered by the Board at its regular meeting on February 21, 2024.

INTRODUCED AND ADOPTED this 21st day of February 2024.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

Brian Vitulli

From: Shirley Block <shirleyb@atu757.org>
Sent: Wednesday, February 14, 2024 2:17 PM
To: Brian Vitulli
Cc: Kevin Kinoshita
Subject: RE: CBA Ratification

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you know the content is safe.

Brian, yes the members voted on Feb. 10th, 2024 yes to ratify the contract. It was a 100% yes vote for the members.

Shirley Block



President – Business Agent
[Amalgamated Transit Union Local 757](#)
1801 NE Couch St, Portland, OR 97232
Office: [503-232-9144](tel:503-232-9144) | [Fax: 503 230-2589](tel:503-230-2589)

From: Brian Vitulli <bvitulli@tillamookbus.com>
Sent: Wednesday, February 14, 2024 2:12 PM

To: Shirley Block <shirleyb@atu757.org>
Cc: Kevin Kinoshita <kevink@ATU757.org>
Subject: CBA Ratification

Hi Shirley – Can you please send me written confirmation that our CBA was ratified by your TCTD members on Saturday, February 10, 2024? I'm getting my items together for the Board packet for next Wednesday and would like to include that. We should probably have record of that as well.

Appreciate your help. Thank you.



Brian Vitulli, CCTM
General Manager
Tillamook County Transportation District
503-842-3115

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**TILLAMOOK COUNTY TRANSPORTATION
DISTRICT**

AND

AMALGAMATED TRANSIT UNION, LOCAL 757

July 1, 2023 to June 30, 2028

Tillamook County Transportation
District/ATU 2023-2028 Collective
Bargaining Agreement

TABLE OF CONTENTS

ARTICLE 1 – TERM OF AGREEMENT	3
ARTICLE 2 – UNION RECOGNITION AND DUES	3
ARTICLE 3 – REPRESENTATIVES’ RIGHTS	5
ARTICLE 4 – CHANGES TO DISTRICT POLICIES	5
ARTICLE 5 – NON-DISCRIMINATION	6
ARTICLE 6 – ADJUSTMENT OF GRIEVANCES AND ARBITRATION	6
ARTICLE 7 – PROBATION AND DISCIPLINE	8
ARTICLE 8 – NO STRIKE, NO LOCKOUT	9
ARTICLE 9 – OVERTIME	9
ARTICLE 10 – HOURS OF WORK/BREAKS/TRAINING TIME.....	10
ARTICLE 11 – VACATION.....	12
ARTICLE 12 – HOLIDAYS	13
ARTICLE 13 – HEALTH AND WELFARE BENEFITS	14
ARTICLE 14 – SICK LEAVE	17
ARTICLE 15 – BEREAVEMENT LEAVE.....	19
ARTICLE 16 – RETIREMENT PLAN.....	19
ARTICLE 17 – DOMESTIC PARTNERS.....	19
ARTICLE 18 – EXTRA BOARD AND UNALLOCATED WORK.....	20
ARTICLE 19 – SENIORITY AND CONTINUOUS SERVICE DEFINITION.....	22
ARTICLE 20 – SAFETY.....	26
ARTICLE 21 – JURY SERVICE PAY	26
ARTICLE 22 – LEAVE OF ABSENCE	27
ARTICLE 23 – SHIFT BIDDING.....	27
ARTICLE 24 – SHIFT TRADES	29
ARTICLE 25 – PERSONNEL FILE	29
ARTICLE 26 – WAGES	29
ARTICLE 27 – MANAGEMENT RIGHTS	31
ARTICLE 28 – GENERAL PROVISIONS	32
ARTICLE 29 – FREE TRANSPORTATION	34
ARTICLE 30 – SOLE AGREEMENT AND AMENDMENTS	34
ARTICLE 31 – EXECUTION.....	35
ATTACHMENT A – ATU/TCTD WAGE SCALE.....	36

THIS AGREEMENT was made and entered into as of February 21, 2024 by and between TILLAMOOK COUNTY TRANSPORTATION DISTRICT (hereinafter for convenience called "the District") and AMALGAMATED TRANSIT UNION, DIVISION 757 OF PORTLAND, OREGON (hereinafter called "the Union").

ARTICLE 1 – TERM OF AGREEMENT

This Agreement will be in effect from the first of the month following ratification by the parties through June 30, 2028.

ARTICLE 2 – UNION RECOGNITION AND DUES

Section 1. Recognition

The District recognizes the Union as the exclusive bargaining agent for all employees in the classifications listed in the wage scale set forth as Attachment A to this agreement. The bargaining unit includes full-time employees who typically work at least thirty-two (32) regularly scheduled hours per week, and part-time employees who are regularly scheduled to work less than thirty-two (32) hours per week. Part-time employees may receive only those wage and insurance related benefits under this labor agreement which are provided to part-time employees by explicit language in this Agreement conferring the benefit.

Section 2. Dues

- A. Check off. The District will deduct the uniformly required Union membership initiation fees, dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the District is furnished with written evidence of the employee's authorization for such wage deductions. Such deductions will be made from the second paycheck of each month and transmitted monthly to the Financial Secretary/Treasurer of the Union in a timely manner, except that initiation fees, if any, will be deducted from the first payroll check of the month.
- B. Authorization. The authorization for the deductions set forth herein will be on forms supplied by the Union. The Union will solicit the signature of employees on the deduction forms. Such forms will at all times comply with applicable provisions of federal and state law.
- C. Errors. The District shall not be held liable for errors in deductions provided in this Article, unless the District fails to make proper and corrective adjustments of the error within a reasonable time, not to exceed two pay periods from the date of District discovery of the error and written notice from the employee or Union of an error. The parties agree that corrective adjustments will be taken in prorated amounts from an employee's pay if the employee asserts a single adjustment would create a hardship to the employee.

- D. C.O.P.E. The Employer agrees to deduct at least once a month, from employees who have so voluntarily authorized it, contributions to the ATU Committee on Political Education (COPE), and to forward such contributions, along with a list of contributors to COPE, to the Union within 30 days of the deductions.

Section 3. Hold Harmless

The Union shall indemnify and save the District harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or authorization provided by the Union hereunder. In addition, the Union and the District shall cooperate in order to correct dues check off errors, payroll errors including the erroneous overpayment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

Section 4. Distribution of Information to New Employees

The District will notify the Union of new employees hired into bargaining unit positions. A union representative will be afforded reasonable time (as the parties shall determine reasonably) at a mutually-agreed time during new-employee orientation for the Union representative to meet with the new employee(s) privately without loss of pay to either employee in order to introduce new employees to the Union, provide new employees an opportunity to enroll in the Union and sign payroll authorization forms, and arrange for further discussions during non-work time if the employee desires to further discuss Union matters.

Section 5. Information Provided to Union

The District shall provide to the Union the following information during the month following occurrence:

- a. Name of employees hired into the bargaining unit, the classification, home address, phone number, and date of hire.
- b. Name of employees separated from employment, placed on leave of absence, or promoted or transferred out of the bargaining unit.

Section 6. Savings regarding *Janus* Compliance

Notwithstanding the foregoing language in this Article 2 related to ATU recognition and dues, this Article shall be modified by the parties' timely agreements if all or any part of a practice related to union membership and dues permitted or foreclosed by this article becomes permissible by virtue of a change in applicable federal law by binding judicial or legislative action, the parties shall reopen this Article 2 and bargain compliant language as favorable as the parties' pre-*Janus* contract language and practices.

ARTICLE 3 – REPRESENTATIVES’ RIGHTS

Section 1. Union Leave

Officers of Local 757 will be granted leaves of absence on “Union business” as authorized by the Union when so requested to the extent the District is required by Oregon law to grant the leave. Any member of the Union appointed or elected to any office in the Union that constitutes full-time employment by the Union and requires their absence from the District’s employ, upon their retirement from such office will be placed in their former position with full seniority rights, rates of pay, vacation and retirement pay rights if the employee continues to meet all qualifications of the job. “Union business” is further defined to mean employment directly and solely by the Union or the International association of which it is a division.

Section 2. Bulletin Board

The District will permit an ATU 757 bulletin board on District premises to be used exclusively for the posting of official Union notices. All notices must bear the signature of the Union representative, steward or alternate responsible for the posting. The Union will keep the bulletin boards neat and orderly and agrees that material that might reasonably be deemed derogatory, defamatory, inflammatory, or that violates the District’s policy against all forms of unlawful discrimination or harassment will not be posted and that any such material may be removed by the District without notice and returned to the Liaison Officer of the union. The parties recognize that visitors may view the Bulletin Board periodically, and that communications there should be in good taste. The union may provide a locked bulletin board which the District will install in a location in an employee work area mutually agreed upon.

Section 3. Union Activities on the Property

The District will permit one Union representative to attend disciplinary, investigative, due process and grievance meetings representing an employee without loss of pay. Union activities in other regards will be undertaken during breaks or off-duty time when more than *de minimis* time is required. If the Union representative is a driver, the parties will cooperate to schedule meetings so as not to interfere with service.

ARTICLE 4 – CHANGES TO DISTRICT POLICIES

The District may periodically establish, change and/or withdraw work and safety policies and rules. The District will provide the Union with copies of such personnel policies and rules (and any changes) at least thirty (30) workdays prior to implementation for personnel policies or rules, which affect the bargaining unit employees, and fourteen (14) workdays prior to implementation for rules and policies related to safety (unless earlier implementation is mandated by federal, state or local legislation or regulations). The Union may file a demand to bargain if it believes any such policies, rules or changes constitutes a mandatory subject of bargaining, and may file a grievance if the new policy would violate some specific provision of the Agreement; any such grievance, however, must be filed no later than twenty (20) workdays after the policy, rule, or change has taken effect.

ARTICLE 5 – NON-DISCRIMINATION

The District will provide equal employment opportunities to all persons regardless of race, color, religion, ancestry, national origin, sex, gender, gender identity, sexual orientation, marital status, family relationship, military and veteran status, union activity or membership (or lack thereof), physical or mental disability which can be accommodated reasonably, status as a domestic-violence victim, on-the-job injury, age or any status protected under applicable federal or state law unless it is a bona fide occupational requirement reasonably necessary to its operations exists.

Any employee who is subjected to, witnesses or suspects any violation of this Article shall immediately report the matter directly to their supervisor or the District's General Manager so that the District can discharge its legal obligation to timely conduct an appropriate investigation.

Nothing in this Article will in any way prohibit an employee from also reporting the matter to any Union officer, representative, shop steward or alternate and such individual will then immediately inform the General Manager of the report for the same purpose.

The Union shall share equally with the District the responsibility for applying this provision of the contract. An alleged violation of this non-discrimination article may be pursued as a grievance through Step 2 to the General Manager. In recognition of provisions of federal and state law, the parties agree that arbitration of a grievance concerning an alleged violation of this article related to non-discrimination shall not be permitted unless the federal/state enforcement agency defers to arbitration as binding and controlling.

ARTICLE 6 – ADJUSTMENT OF GRIEVANCES AND ARBITRATION

Section 1. Should any dispute arise during the term of this Agreement between the District and the Union and employees covered by this Agreement over the interpretation of, adherence to, or the application of the terms and conditions of this Agreement, the matter will be handled in the following manner.

Section 2. For purposes of this Agreement, a "grievance" is defined as a complaint, dispute or misunderstanding between an employee or the Union and the District concerning the interpretation or application of specific provisions of this Agreement.

Section 3. A grievance must be submitted within thirty (30) days from the date on which the alleged violation occurred or from the date the violation is first known. All grievances shall be submitted in writing on a form furnished by the Union and must clearly state the facts, the identity of the allegedly aggrieved employee(s), the specific provisions of the Agreement alleged to have been violated and the requested remedy.

Section 4. Except as otherwise provided in this Agreement, all grievances filed after its effective date involving alleged violations that occurred during its term will be submitted according to the following procedures and time limits:

Step 1. An employee who has unsuccessfully attempted to informally resolve a grievance may invoke this grievance procedure by reducing the grievance to writing and presenting it to the Operations Superintendent within thirty (30) days from the date on which the alleged violation occurred or from the date the violation is first known. The Operations Superintendent will respond within ten (10) days.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the employee or the Union will have ten (10) days from the receipt of the response from the Operations Superintendent under Step 1 to appeal the grievance in writing to the District's General Manager. The General Manager or designee will deliver a written answer to a Union representative within ten (10) days after the appeal is received. As part of the General Manager's due consideration of a grievance, the General Manager will initiate a Labor-Management dialog with the ATU President or designee and the parties shall explore a good faith resolution and jointly facilitated understanding or agreement. The parties may extend the timelines by mutual agreement as part of these Labor-Management efforts.

Step 3. If the grievance is not satisfactorily resolved by the Step 2 answer, the Union may refer the grievance arising during the term of this Agreement to arbitration by submitting its written request to the General Manager within ten (10) days after its receipt of the Step 2 answer or the date the Step 2 answer was due in the event the District fails to respond timely.

Section 5. The moving party shall within forty (40) calendar days following the General Manager Step 2 decision request a list of eleven (11) arbitrators who reside in Oregon or Washington from the Federal Mediation and Conciliation Service. The District and the Union will attempt to agree on a neutral arbitrator to hear the grievance, and with mutual agreement may submit multiple grievances to the same arbitrator. If the parties are unable to reach agreement on an arbitrator within fourteen (14) calendar days following receipt of the FMCS list, then the parties shall promptly confer and shall alternately strike names from the list until one name remains to serve as arbitrator. The party which strikes first shall be the moving party. Either party may require that a certified reporter prepare an official record of the proceedings and that a copy be provided to the arbitrator.

The decision of the arbitrator will be final and binding on the parties and on all employees subject to this Agreement; the arbitrator, however, will confine their decision to the interpretation and application of the specific provisions of this Agreement that have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement.

Each party will bear its own costs and expenses in any such arbitration proceeding, and the parties will split the full cost of the arbitrator's and any separate arbitration fees (for example, the arbitrator's out-of-pocket or per diem charges). A party requiring an official record of the proceedings will pay the full cost of all reporting and transcript copy fees unless the other party requests the right of inspection, or use or a copy of the transcript of record, in which event the full cost of the record (including the reporter's appearance fee, real time and copy costs for

three copies of the official record) will be shared equally between the parties.

Section 6. The parties may agree in writing to hold in abeyance or extend any time period specified in this Article which shall not be unreasonably withheld. Failure to file or appeal a grievance within the time limits (or any extension mutually agreed to in writing in advance) shall be deemed to constitute a waiver of all right to relief by the Union and all employees subject to this Agreement. Failure of the District to respond within the time limits (or any extension mutually agreed to in writing in advance) will cause the grievance to automatically be referred to the next step of the grievance procedure unless earlier withdrawn by the Union. The term "day" as used in this Article refers to Monday through Friday unless otherwise specified.

ARTICLE 7 – PROBATION AND DISCIPLINE

Section 1. All employees shall serve a six (6) month probationary period. The parties may agree to an extension of probation in writing. During the probationary period, including one or more extensions thereof, the employee may be terminated at any time without cause or notice and without access to Article 6 related to grievances.

The District may apply a six (6) month probation period in the case of change of position which requires knowledge, skills or abilities not required for the employee's current position. An employee promoted to that position may be returned to the former position without recourse under this Agreement during the probation period or any extension thereof. That employee may elect to return to the position from which was previously held without prejudice within six (6) months following change, provided that the return classification does not deprive any other employee of status.

Section 2. The District shall have the discretion to adopt training and performance observation and evaluation measures which document the employee's skills, progress, qualification and suitability for continued probationary employment.

Section 3. Any probation period established under Sections (1) and (2) of this Article shall be extended by period(s) of unavailability to work due to leave(s), including for example, accommodations in cases of ADA, ADAA, workers' compensation light duty, and protected leave requirements.

Section 4. No non-probationary employee will be disciplined or discharged except for just cause.

Section 5. Non-probationary employees will not be subject to discharge, demotion or reduction of rate of pay without being given notice and an opportunity to respond to the charge or reasons for potential discipline at a meeting with the General Manager or designee. The notice shall state the reasons, the facts on which they are based, and the range of discipline under consideration.

Section 6. Any employee who has satisfactorily completed probation in any position within

the same job class shall not be required to serve an additional probation in the same job class. This paragraph shall not be interpreted or applied to preclude the District from using performance improvement measures (for example, a performance plan of finite duration not more than 12 months subject to renewal or extension, or last chance agreement with conditions as the District and the Union agree upon.)

ARTICLE 8 – NO STRIKE, NO LOCKOUT

Section 1. During the term of this Agreement, the Union and its agents, representatives and officers, and all employees who are covered by this Agreement, as individuals and as a group, will not authorize, cause, assist, participate, acquiesce in, or encourage any strike, work stoppage, sick-out, slowdown, picketing or any other disruption or restriction of work at the District's premises or at any other location where the District performs services or the District's representatives are present on official business.

Section 2. During the term of this Agreement, the District will not cause or engage in any lockout of its employees.

ARTICLE 9 – OVERTIME

Section 1. Overtime Compensation

All hourly employees shall be paid overtime at the rate of time and one-half (1.5x) for all time worked in excess of forty (40) hours in a work week. Full-time drivers who work on a scheduled day off will receive overtime rate of pay for all hours worked on that day.

Section 2. On-Call Duty Compensation

An on-call employee may be required, outside of the regular office hours to take calls off-duty and to schedule drivers and or deal with issues and emergencies as they arise while subject to call as the on-call employee. Time off duty when on-call is time "waiting to be engaged" and not hours of work except when called and performing work for the District.

The District shall pay on-call employees for the performance of this additional duty as overtime pay for time actually worked as the on-call employee FLSA quarter-hour rounding rules shall apply. (Example: a call of less than 7.5 minutes is not compensable and *de minimis*; a call of 7.5 minutes and less than 15 minutes shall be paid at the overtime rate for 15 minutes.).

Section 3. Pay Entitlement When Work is Performed in Excess of the Scheduled Workday

The District shall administer overtime in accordance with FLSA and Oregon wage and hour rules. Whenever a daily driving assignment requires that a driver remain on the job awaiting the resumption of work within sixty (60) minutes of the end of scheduled workday, the driver will be deemed "engaged to wait" and paid at the appropriate rate of pay for the time actually on-site or in the close proximity thereto (in other words, the employee shall be paid straight

through and as a shift extension). When a driver agrees to return to perform a work assignment on a workday which commences more than one hour after the end of the bid/scheduled shift, the driver shall not be paid for the off-work time when the driver is free to engage in personal pursuits off the job.

Section 4. Training

Whenever a full-time driver is required to attend a scheduled training provided by the District (except during regular bid hours of work) and the hours of training extend the bid hours of the workweek, such hours shall be paid at the overtime rate of pay. Training time of all other employees shall be paid at the appropriate rate of pay (that is, at the regular rate of pay unless the hours of work exceed forty (40) in the workweek).

ARTICLE 10 – HOURS OF WORK/BREAKS/TRAINING TIME

Section 1. Normal Work Hours

Employees work the days and hours for which they bid as provided in Article 23 of this Agreement, including part-time shifts bid by part-time drivers, as well as shifts agreed to by extra board drivers. Shifts and runs are designed with and include meal periods which shall be taken. Whenever an exception occurs, employees are required to document the facts and justification for extra time by completing the exception pay timeslip.

Drivers who work Dial-A-Ride shifts are notified the day before of estimated check in and quit times. Generally, check-in times for the following day will be communicated between 4:00 pm and 6:00 pm as operations allow. Dial-A-Ride work hours will be scheduled based on client needs and the demands of the funded programs.

Section 2. Rest Periods

Employees shall receive paid rest periods called recovery time, as well as unpaid rest breaks (lunches) which shall be scheduled in relation to the end/start times of trips as operationally optimal. The parties recognize that the timing of recovery periods or rest breaks cannot be guaranteed due to impacts of unforeseeable operational needs. This section shall not be interpreted or applied to prevent a driver from stopping equipment or work for the time required to perform bodily functions physiologically necessitated by a personal emergent condition.

The District bid schedule will be predicated upon paid recovery time computed as ten to fifteen percent (10-15%) of the trip run time, and such recovery periods are paid time within employees' regularly scheduled hours of work (generally between five (5) to twelve (12) minutes recovery period, designed in bid and run schedules to meet or exceed Oregon BOLI requirements reflected in the following table which specifies the rest and meal periods which all employees are expected to take).

Length of work	Number of rest breaks required	Number of meal periods required
2 hrs or less	0	0
2 hrs, 1 min – 5 hrs, 59 min	1	0
6 hrs	1	1
6 hrs, 1 min – 10 hrs	2	1
10 hrs, 1 min – 13 hrs 59 min	3	1
14 hrs	3	2
14 hrs, 1 min – 18 hrs	4	2
18 hrs, 1 min – 21 hrs, 59 min	5	2
22 hrs	5	3
22 hrs, 1 min – 24 hrs	6	3

Section 3. Meal Period

All employees shall be scheduled to receive not less than a thirty (30) minute nor more than a sixty (60) minute unpaid meal break at approximately the middle of a scheduled workday in excess of six hours. The District may schedule runs without meal breaks upon agreement of the parties. Drivers who for operational reasons cannot take an uninterrupted meal period of at least thirty (30) minutes shall receive thirty (30) minutes pay. Exception being a scheduled split shift where upon completion of scheduled meal period driver will be considered “engaged to wait” and will be paid for such time and must remain at location unless directed otherwise.

Section 4. Collaborative Issue Resolution

The Safety Committee will advise and consult as needed periodically at the request of the General Manager or the Union and review bid and run schedules to achieve meal period and recovery period compliance and to foster efficiencies and improvements in scheduling to accommodate these periods. The collaborative committee process will follow the Safety Committee Occupational Safety and Health Plan and the issue resolution process described in District policy #10 (found in the TCTD personnel policies and employee handbook) which describes identification of problems and the manner of committee resolution. Any employee identification of an issue of recovery or meal period compliance shall be determined and resolved in the same manner as a hazard/safety report.

Section 5 Training Pay

Time spent in training provided by the District shall be treated as hours worked.

Section 6. Tire Chains

Drivers may be required to install or remove snow chains and when it occurs shall receive forty dollars (\$40) per instance of installing or removing snow chains. Drivers must submit an exception sheet detailing instances for proper payment.

ARTICLE 11 – VACATION

Vacation benefits are intended to provide eligible full-time and part-time employees with a period of paid rest and relaxation away from work. Accordingly, employees are encouraged to schedule vacations each year and to use all earned vacation benefits.

Section 1. Accrual

Vacation leave for employees will be calculated by multiplying the actual hours worked by the appropriate factor as described in Section 2. Subject to qualifications of this Section, full-time and part-time employees covered by this Agreement will accrue paid vacation as follows:

Year of Service	Accrual Factor Multiplied by Hours Worked Each Month	Benefit Equivalent Based on 40 Hours per Week
Up to 23 months	.039	10 days
24 to 48 months	.047	12 days
49 to 118 months	.058	15 days
120 months and over	.077	20 days

Vacation leave will be paid at the employee's current hourly rate.

An employee must work for the District through satisfactory completion of probation before being eligible to use vacation time accrued during the probation period, provided however, that a probationary employee may request an advance of vacation prior to the end of probation for time off in unique circumstances which the General Manager may deny or approve on a non-precedent-setting basis in the General Manager's discretion. During the probation period, a probationary employee's vacation accruals shall have no cash value.

Vacation hours earned by non-probationary employees become available for use following the payroll period in which the hours are accrued. Vacation credits will not accrue during any unpaid leave of absence, and will not accrue during periods when drawing pay from donated leave.

Section 2. Vacation Requests

Vacation time must be requested in January in order to be scheduled on a seniority basis. Vacation leave is to be scheduled and approved by the Operations Superintendent at least thirty (30) calendar days in advance of the desired start of leave. Requests made thereafter will be scheduled on a first-come first-served basis with due regard for operational considerations.

Employees may accrue a maximum of two hundred forty (240) hours of vacation leave time. Vacation shall not accrue in excess of this cap.

Employees who have used at least forty (40) hours of vacation during the preceding calendar year and whose vacation accrual balance exceeds one hundred (100) hours may elect to cash out

up to forty (40) hours of vacation during any twelve (12) month rolling period.

Section 3. Disbursement Rules

The District shall pay an employee for days of vacation leave based on the hours the employee was scheduled to work on each of the vacation days taken off as vacation leave, up to a maximum of forty (40) hours in any workweek.

Section 4. Separation

When an eligible employee is separated from employment with the District for any reason, the employee will receive payment for accrued and unused vacation leave. In the case of death, payment for accrued but unused vacation leave will be paid in the same manner that salary due to the decedent is paid. Vacation is not vested as an entitlement for any probationary employee until the probation period is completed satisfactorily, and prior to that time:

- a) the employee is not eligible to use vacation, and
- b) the vacation attributable to probationary service is a conditional benefit which has no cash value, and
- c) may be made available only as described in section 1 of this Article as an exception authorization by the General Manager.

Vacation pay will be compensated based upon the straight-time hourly rate in effect at the time of vacation or separation from District employment.

ARTICLE 12 – HOLIDAYS

Section 1. Full-time employees will receive eight (8) hours of holiday pay on the following recognized holidays on the day of observation. Part-time employees will receive holiday time off pro-rata on each of these recognized holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Employees who are off work due to sickness or vacation will be paid for the holiday in accordance with this Article and shall not be charged vacation or sick leave accrual for the holiday. Employees who are off work on a leave of absence shall not receive holiday pay.

An employee who is a veteran of service in the Armed Forces of the United States is entitled by law to time off work to observe Veterans Day unless it would be an undue hardship on the employer or cause operational disruption. A veteran's request for this holiday off work will generally be granted provided that the veteran requests this holiday off work at least twenty-one (21) days in advance of the holiday. Upon request the veteran may be required to provide a certified DD-214 as proof of veteran status (served on active duty for at least six months and received an honorable discharge, served on active duty and received a disability rating, or served on active duty in a combat zone) to be retained in the personnel file. Upon request, a veteran who is denied Veterans Day off work due to District hardship reasons will be afforded an alternate day off work in honor of the veteran's service within one (1) year from the denial.

An employee off work on protected leave shall not be deprived of holiday pay to which the employee would otherwise be entitled but for the protected leave.

Section 2. Holiday Pay for Worked Days

Holiday pay for full-time drivers will be paid for work performed on the holiday. They will be paid for eight (8) hours regardless of scheduled work hours for that day. If a full-time employee works on a holiday, they will receive overtime pay of one-and-one-half (1.5x) times their regular hourly wage, as well as eight (8) hours holiday pay.

Holiday pay for part-time drivers will be paid for work performed on the holiday. They will be paid *pro rata* based on hours worked in preceding three weeks regardless of scheduled work hours for that day. If a part-time employee works on a holiday, they will receive overtime pay of one-and-one-half (1 ½) times their regular hourly wage, as well as their *pro rata* holiday pay.

ARTICLE 13 – HEALTH AND WELFARE BENEFITS

Section 1. Eligibility

The District will make available group medical, dental, vision, and prescription insurance coverage for eligible employees who are regularly scheduled to work thirty two (32) or more regularly scheduled hours per week. Eligibility for coverage commences the first of the month following date of hire.

Section 2. Bargaining Unit Benefit

During the term of this Agreement, the District will pay the employee-only premium cost and ninety percent (90%) of dependent coverage for health insurance benefits for employees enrolled in the one thousand five hundred dollar (\$1,500) deductible plan offered by the District. If made available by the health insurance provider, the District may offer additional insurance plan options with higher and lower deductible options. The District cost of benefits under the one thousand five hundred dollar (\$1,500) deductible plan shall constitute the defined health care benefit for employees who elect to enroll in other plan options and, for those employees, any additional premium cost will be paid by the employee, and any premium savings will be

contributed by the District to the employee's HRA account. If an employee elects a lower deductible option the employee will be required to contribute the premium difference over/above the cost of the one thousand five hundred dollar (\$1,500) plan. If an employee elects a higher deductible plan fifty percent (50%) of the premium difference will be contributed to the HRA VEBA account for the benefit of the employee.

Section 3. HRA – Flexible Spending Coordination

In the event five (5) or more District employees, who are eligible to participate in a flexible spending account without disqualification of the HRA under IRS rules, request, at least sixty (60) days prior to the open enrollment period under the health plan, to participate in an IRC Section 125 flexible spending plan, the District shall identify an administrator and implement the Plan which shall coincide with the medical plan year.

Section 4. Renewal

Each year the District will invite the Union to attend discussions conducted for the purpose of receiving rates for the succeeding Plan year at the time the broker presents the information to the District (and at least fifty (50) days prior to renewal). The District will provide rate and plan design information to the Union in writing within fifteen (15) days following receipt from the insurance carrier and plan sponsor (SDAO) by the District's broker.

The Internal Health Benefit Committee will meet to consider plan design alternatives in addition to the one thousand five hundred dollar (\$1,500) base plan, but shall have no authority to alter the one thousand five hundred dollar (\$1,500) base plan.

The District reserves the prerogative to select the insurance provider and carrier. This Agreement specifies the one thousand five hundred dollar (\$1,500) deductible plan as the base plan.

There shall be an ATU Health Benefit Committee consisting of two bargaining unit members, a District Board member and the General Manager. The Committee shall be advised by the District's health insurance broker. The Committee shall determine plan offerings other than the collectively bargained one thousand five hundred dollar (\$1,500) base benefit plan fixed by collective bargaining; provided however that this section shall not preclude the parties from mutually agreeing to bargain mid-term to change the base benefit plan.

Section 5. Benefit Plan Re-opener due to Material Change

Either the District or the Union may re-open this Article 13 concerning health and welfare benefits and any article or section of the Agreement which has a cost impact associated with total compensation if the annual increase in premium quoted for the next plan year exceeds ten percent (10%), and upon notification of tax or penalty liability under the ACA or other law related to the plan then provided. If re-opened, the parties may address cost considerations including but not limited to the premium costs associated with health insurance benefits, the relative responsibilities of the parties concerning payment of premium, the employer costs of all aspects of total compensation, benefit plan coverages and design options.

If the employer is notified of insurance carrier directed plan benefit changes which on the whole alter the value of benefits received or the costs thereof in the aggregate to an extent that is material, the District and the Union will meet and agree on the continuation of the plan, or selection of a replacement plan, and/or bargain the impacts of the health insurance change(s).

The parties shall reopen this Article in the event of such a material change(s), or as a result of potential penalties, mandates or similar impositions imposed by law, including the Affordable Care Act and the ACA Cadillac Tax. In the event of a re-opener concerning health insurance either party may re-open economic terms and articles of this Agreement within the process described in this Article.

If a timely request to re-open is made by either party, the District and the Union will cooperate closely with the parties' insurance broker and consultant and with one another to bargain on an expedited basis as soon as possible, and if appropriate work through the Internal Health Benefit Committee. If the parties are unable to agree on a plan and/or other changes that will reduce the District cost to within the ten percent (10%) limitation and/or avoid the ACA penalty and tax by plan design changes, then the choice of plan design alone shall be submitted to a Dispute Resolution Committee.

The Dispute Resolution Committee will consist of the District's insurance broker and an insurance broker selected by the Union, and shall have no greater latitude or scope of decision authority than described above for the Internal Health Benefit Committee. If the two brokers agree, that decision/selection of plan design shall control in order to achieve the ten percent (10%) cost containment objective. Otherwise, these brokers shall select a third insurance broker, consider the alternatives and make a Committee decision and recommendation by consensus or as determined by the third insurance broker.

Section 6. Waiver of Benefit Plan Participation

If an employee is enrolled in health insurance coverage not obtained through the District, the employee may elect not to enroll in one of the District's health insurance plans, and waive such benefits. For the benefit of an employee who does so the District will contribute to the employee's HRA three hundred dollars (\$300) per month. Such HRA contributions will be made in the month following each month for which benefits are declined. Employees who waive coverage shall be required to provide proof of insurance coverage to demonstrate entitlement to the HRA contribution.¹

Section 7. Group Life Insurance/Short-term/Long-term Disability. The District will pay one hundred percent (100%) of the premium for 1x annual salary group life insurance, STD/LTD and an accidental death coverage benefit for each full-time employee. Part-time employees who have

¹ HRA benefit limitations of the IRC require that an employee not enrolled in the District group health insurance plan must retain other group medical health insurance coverage. If the District makes an HRA contribution for an employee who does not meet this requirement, the IRS may assess a penalty of one hundred dollars (\$100) per day for each employee during the period of time the requirement was not met. Therefore, the District will require documentation sufficient to establish that the requirement is met at the time of any HRA contribution payment. Proof of insurance coverage can be burdensome; however, the District and employees who waive benefits and seek the three hundred dollars (\$300) HRA contribution shall cooperate to ensure the requirement is met.

bid to work a regular shift will receive a twenty thousand dollar (\$20,000) group life insurance and a twenty thousand dollar (\$20,000) accidental death coverage benefit. The District shall keep the insurer apprised of changes in eligibility and enrollment as changes in status occur.

ARTICLE 14 – SICK LEAVE

Section 1. Notification

Any employee who uses sick leave must make every effort to inform their supervisor or dispatch on or before the scheduled starting time. If the employee must use sick leave for an unforeseeable purpose during the course of a workday, the employee must notify the Operations Superintendent or designee before leaving work. If sick leave is taken to care for a dependent, the District expects that every effort will be made for other care arrangements as soon as possible, except when leave for dependent care purposes is provided for by family leave laws and the employee is eligible for such leave.

Section 2. Accrual

In order to minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the District provides regular, full-time employees with accumulated sick leave of eight (8) hours per month. Part-time employees accrue .045 hours of sick leave for each hour worked. Unused sick leave benefits accumulate and carry over from year to year. The District caps sick leave accruals at a maximum of four hundred and eighty (480) hours. The “leave year” for purposes of this provision is the calendar year.

Accrued sick leave hours are available for use upon accrual.

Section 3. Applicability

Employees shall be permitted to take paid sick leave for the entirety of their bid assignment, or up to a maximum of forty (40) hours per week, whichever is greater. Sick leave shall be taken only for allowable purposes under District policy and applicable law.

Section 4. Long Term Sick/Disability

If, at any time, it is determined by medical authority that the employee is permanently incapable of returning to all the regular duties for which the employee was employed, the District has the following options: reassign the employee to a suitable position for which the employee is qualified, if such a position is available; grant the employee paid leave not to extend beyond the amount of sick leave and vacation accrued by the employee; and discharge the employee administratively due to inability to perform the job. In the event an employee is discharged administratively due to disability where no effective reasonable accommodation has been identified, the employee shall be paid the full value of the sum of all accrued vacation and sick leave unless the employee is no longer a “qualified individual with a disability” as that phrase is defined in OAR 839-006-0205(9) and ORS 659A.115. When an administrative separation occurs, it shall be subject to any rights the employee may have to reinstatement as an injured worker or as an accommodation under state and federal law.

Section 5. Donation

An employee may donate a portion of the employee's accrued vacation leave balance (in hours) to another employee whose paid time off hours are depleted or about to become depleted by submitting a written request to the General Manager specifying the name of the recipient employee, the donor's vacation accrual balance and the amount of hours to be donated.

The General Manager may approve or deny a request based on the General Manager's consideration of the criteria and in accordance with the policy and process described in the District's Personnel Policies and Employee Handbook concerning donation of vacation to fellow District employees.

Section 6. Separation

Upon separation from employment for any reason, other than termination, the value of an employee's unused sick leave balance shall be contributed to the employee's deferred compensation plan as described for eligible employees below and shall not have cash value for any other purpose:

Upon separation with at least five (5) years of service to the District	25%
Upon separation with at least ten (10) years of service to the District	50%
Upon separation with at least fifteen (15) years of service to the District	75%
Upon separation with at least twenty (20) years of service to the District or separation due to job related permanent and total disability with at least two (2) years of service to the District	100%

Section 7. Ability to Work

A demonstrated ability to attend work regularly is an essential job function and requirement of continued employment.

Section 8. HRA Contribution

In the first pay period of every January the District shall contribute to the employee's HRA seventy five percent (75%) of the value of accruals for the calendar year which are in excess of the maximum sick leave accrual if the employee has used two or fewer days of sick leave during the calendar year.

Section 9. FMLA/OFLA/Oregon Sick Leave Law

The District shall administer this Agreement and its earned leave policies in a manner which

complies with applicable Oregon sick leave law, and Oregon and federal family and medical leave laws to the extent that these apply.

Section 10. Unpaid Leave

Article 22 of this Agreement permits employees to request unpaid leave when all other paid leave has been used. The General Manager may grant or deny such requests based on the totality of circumstances, case-by-case on a non-precedent setting basis.

ARTICLE 15 – BEREAVEMENT LEAVE

A leave of absence with pay for up to five (5) days may be granted an employee when a death in the employee's immediate family requires the absence of the employee, and in no event less leave than required by Oregon law. Should circumstances require an employee to be absent longer than the five (5) days, the days in excess may be charged against accumulated sick or vacation leave. Immediate family means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, stepchildren, grandchildren, siblings and members of the employee's household.

Employees who have exhausted their sick and vacation leave benefits may receive a donation of vacation from the District employees if they require extended time off for family death of a spouse or child.

Any leave granted under this Article may run concurrently with OFLA/FMLA bereavement leave.

ARTICLE 16 – RETIREMENT PLAN

The District will offer employees the opportunity to defer a portion of their compensation in a Section 457(b) plan maintained by the District. The District will also maintain a Section 401(a) plan to which it will make matching contributions, but only for contributions made by employees designated as full-time and part-time by personnel action form in the wage and personnel records of the District and only for pay periods following the completion of six (6) consecutive full months of employment with the District. Such matching contributions shall be made in accordance with the terms of the Section 401(a) plan, in an amount equal to the lesser of the employee's deferrals to the District's Section 457(b) plan or eight percent (8%) of the employee's gross wages for the year.

All contributions described in this Article are limited by applicable law and the terms of the plan documents.

ARTICLE 17 – DOMESTIC PARTNERS

Health insurance benefits provided in accordance with Article 13 of this Agreement, bereavement leave under Article 15 of this Agreement and protected federal FMLA and State OFLA leaves will be extended to domestic partners of any sex who have been validly married to a partner of any sex in a state that recognizes same-sex marriages or domestic partnerships of any sex.

ARTICLE 18 – EXTRA BOARD AND UNALLOCATED WORK

The Extra Board is a driver classification pool to be used as coverage for any uncovered transit operator (driver) shifts, and extra board drivers are expected to drive both dial-a-ride and fixed-routes. Extra board drivers have part-time status and all part-time overtime procedures apply. The following rules and procedures apply to all drivers designated in extra board classification and District administrative processes.

Section 1. Eligibility

A. Extra Board Pool

The District will automatically place any driver who does not hold a bided full-time or part-time shift into the extra board, whether upon new hire status change from “in-training” or at shift bid periods where the driver is not awarded a bided shift.

B. Availability Requirements

For employees hired after ratification of this Agreement, maintaining extra board classification and employment with the District shall require at least one hundred twenty-five (125) days of availability to work per calendar year. For existing employees, extra board status shall require availability for a minimum of two (2) days per week OR one hundred four (104) days in aggregate per calendar year. Any form of paid time off or protected leave will serve to satisfy the minimum requirements.

Drivers who remain in the relief pool established for substitute employees prior to July 2020 are eligible to remain in the relief pool until such time they elect to enter the extra board or accept any full or part-time shift. The relief pool shall cease to exist when all employees assigned to the relief pool cease to be employed or are reclassified to any other status.

Extra board drivers will be notified quarterly, at or about the end of months March, June, September, and December of the accounting of availability requirements by the District. These numbers shall include days available, days worked, as well as paid time off or protected leave used to satisfy the requirements.

Section 2. Assignment Rules

The extra board will be updated on a weekly Sunday-Saturday basis in which drivers inform the Operations Superintendent of availability by returning the Extra Board Availability Form. In order to satisfy the days of availability credited toward the Availability Requirements listed in Section 1B, the form must be turned in by the Friday of the preceding week, and to ensure fair allocation of available work and application of procedures. Extra board employees cannot choose

which shifts to accept if they declare themselves available on any given workday, however, a driver can petition to not work hours or shifts which:

- a) The driver is not currently familiar with or received complete training; and
- b) The shift is in conflict with other work performed for the District (i.e. late night shift followed by an early morning shift); and
- c) Or could otherwise pose a safety risk.

Once work is assigned on available days, the driver is expected to complete the assigned work regardless of seniority or place on the extra board. In the event that an extra board driver rejects work on a day of declared availability without a qualifying sick time excuse, the driver would be subject to the District's progressive discipline process for an unexcused absence.

Extra board work will be assigned the day that it is known to be available or on the Friday prior to the assignment week, whichever comes first.

Section 3. Seniority

Extra board employees carry part-time driver status and all seniority rules for part-time employees extend to extra board employees. Extra board employees are not subject to separate seniority and continuity of service rules during bid cycles, regardless of past or future movement between bid part-time classification and extra board classification.

Extra board rotation is only based on seniority to determine the order of the cycle for the bid period, and not to allow for drivers with higher seniority in the extra board classification to "bump" others in the same classification from work on any given day. Following the first day of the bid cycle, the first extra board driver called on any given day will be the last driver called for the next available shift, in rotation based upon stated availability. Unfilled shifts will be assigned in the following order:

- 1) Extra board rotation of available drivers.
- 2) Relief pool drivers based on seniority.
- 3) Part-time drivers with bid shifts who have disclosed availability on that day, based upon seniority.
- 4) Full-time drivers on regularly scheduled days off, based upon seniority.

Section 4. Vacancies

Any unfilled daily shifts during a bid cycle will first be offered to extra board employees. In the event of a bided shift vacancy occurring between regularly scheduled shift bids, extra board employees are treated as part-time status and will have opportunities to bid based upon protocols set forth in Article 19, not to interrupt the seniority and classification for any driver status as outlined in Article 19.

ARTICLE 19 – SENIORITY AND CONTINUOUS SERVICE DEFINITION

Section 1. Definitions and Application

Unless otherwise stated, wherever reference is made to “continuous service” or “continuity of service” or “seniority” in this Agreement, it will be interpreted to mean employment without a break in District service in the employee’s then current job classification and employment status. Seniority shall be applied by job classification and by employment status within a job classification. The District and Union recognize these classes of “employment status”:

- A. “Full-time seniority” dates from the most recent date an employee assumed full-time driving status.
- B. “Part-time seniority” dates from the most recent date an employee assumed part-time driving status. Part-time seniority may not be used in competition with full-time seniority for any purpose.

Section 2. Breaks in Service

- A. All seniority will be lost by the following:
 - 1) By any resignation or other voluntary separation from employment,
 - 2) By any termination of a probationary employee, and
 - 3) By termination of a non-probationary employee for just cause.
- B. Continuity of service and seniority in or status of employment shall be broken when an employee ceases to be employed in one status and changes to another. (For example, part-time seniority is extinguished when a part-time employee accepts full-time employment; all seniority in prior employment status is extinguished when a full-time employee moves to part-time status.)
- C. Continuity of service and seniority will not be broken and seniority will not terminate by any of the following:
 - 1) By a layoff due to reduction in force of less than two (2) years;
 - 2) By an authorized leave of absence;
 - 3) By a leave of absence to serve in the armed forces of the United States, as provided by law;
 - 4) By absence due to authorized vacation;
 - 5) By absence due to disability or sickness while such disability or sickness

continues but not to exceed twelve (12) months unless extended by written agreement of the District and the Union; (**NOTE:** If the District intends to terminate employment and/or seniority after twelve months, the District will provide thirty (30) days' written notice of broken continuity of service, termination of seniority, and/or administrative termination of employment to the Union and the employee at the employee's last known address. **ADDITIONAL NOTE:** This section shall not be interpreted or applied to any other term or condition of employment than seniority and continuity of service.)

- 6) By leave of absence of any duration to serve as an official of the Union;
- 7) By promotion to a supervisory position with the District;
- 8) By leave of absence to serve in the Oregon State Legislature; and/or
- 9) A change in status which the District determines is medically necessary as an accommodation of a verified disability or serious health condition in accordance with law.
- 10) Continuity of service and seniority in one job classification shall be restored if an employee is selected for, promoted or hired into a higher paid classification and fails to satisfactorily complete the probationary period in that higher classification. Rules of shift bidding will apply for positions available to exercise seniority. This would not apply to the voluntarily resignation of the position. An employee promoted to that position may be returned to the former position without recourse under this Agreement during the probation period or any extension thereof. That employee may elect to return to the position from which was previously held without prejudice within six (6) months following change, provided that the return classification does not deprive any other employee of status.

Section 3. Seniority List

A list identifying employees' seniority dates will be posted and maintained on a current basis with annual updates.

Section 4. Seniority Rules

- A. Vacation. Preference in vacation scheduling shall be by seniority, provided that requests are submitted by bid during the month of January. Full-time employees shall compete based on seniority; and full-time employees shall prevail over part-time employees regardless of the seniority of a part-time employee when bidding for vacation. All other vacation requests shall be approved on a first-come first-served basis unless two or more requests are submitted on the same day, in which

case seniority shall prevail.

- B. Holiday. An employee scheduled to work a holiday recognized in Article 12 of this Agreement who desires that holiday off may request the day off, which request shall be granted or denied based on the availability and willingness of another employee to work the holiday. Such requests for holiday time off shall be made at least thirty (30) calendar days prior to the holiday unless the employee requesting the holiday off has identified another qualified employee able to safely work the holiday shift.
- C. Application of Seniority for Bidding. Full-time employees shall compete with full-time employees based on seniority; and full-time employees shall prevail over part-time employees regardless of the seniority of a part-time employee when bidding shifts.
- D. Layoff and Recall. In the event reduction in customer service and District FTE becomes necessary, the District shall determine the shifts by classification which the District will maintain after the reduction. The parties recognize in bargaining concerning reductions in service and FTE that the circumstances which dictate and the needs of such a situation are not always foreseeable. Therefore the Union and the District will meet and further define and refine and/or modify the rules and process of layoff and bumping, including case-by-case exceptions and accommodations, if the parties agree. Unless the parties otherwise agree, then any reduction, layoff, bumping and recall shall be administered in accordance with the following.
 - 1) District Determination: The District shall retain the sole right to determine the need for a layoff and the affected classification(s).
 - 2) Order of Layoff: In the event of a layoff for any reason, employees shall be laid off in the inverse order of their classification seniority within the classification identified for layoff.
 - 3) Bumping: Affected full-time employees shall have the option to move to or return to part-time in a classification directly related to their affected classification or to a layoff list. For example: a full-time driver has the option to move to the part-time driver classification. There shall be no upward bumping.
 - a. An affected employee in one classification may bump the least senior employee in a previously held lower classification or a least senior employee in a lower classification if the District determines that the employee is fully qualified to perform all duties of the lower classification.
 - b. If an affected employee moves to a part-time classification, the classification seniority list for that classification shall be revised to

slot the affected employee based on the employee's combined full-time and part-time seniority in the related classifications. For example: a full-time driver's two (2) years of classification seniority as full-time would be added to the employee's three (3) years of part-time driver classification seniority previously accrued while working as a part-time driver. This employee would then be slotted on the part-time driver classification seniority list with five (5) years of combined classification seniority.

- c. Combined classification seniority shall be used for the purpose of bidding work and layoff within the part-time driver classification.
- 4) Recall: Employees shall be recalled from layoff according to their seniority in the classification from which they were laid off. Recall includes recall to a higher classification from a lower classification into which an employee bumped.
- 5) Failure to Respond to Recall: Laid off employees who have been offered recall to the classification from which they had been laid off and have declined or failed to report for work within fourteen (14) calendar days from the date of mailing of the notice of recall shall be removed from the recall list and shall be considered to have quit provided that the notice is mailed to the employee's address reflected in the records of the District. It shall be the responsibility of the employee to keep the District informed of the employee's current address and telephone number(s) while on layoff status. Notification of changes of address or telephone number shall be provided to the District in writing within fifteen (15) calendar days of the effective date of a changes.
- 6) Termination of Recall Rights: Layoff status shall expire after two (2) years. Full-time employees who elect to move to part-time to avoid layoff shall be eligible for recall to full-time status for a period not to exceed two (2) years.
- 7) Benefits Unavailable: Benefits shall not accrue during layoff. No employee retained in a lower status as a result of layoff shall be entitled to benefits or accruals of a higher classification or status.
- 8) Right to Layoff: Nothing in this Article or any part of this Agreement is intended to restrict the sole authority of the District to determine the financial necessity of service reductions, the form of the reduction, the duration of the layoff and the shifts and service retained following the service and FTE reduction of the layoff.
- 9) Concessions to Avoid Layoff: In the event the District determines layoffs are necessitated, the District and ATU will bargain concerning concessions, job preservation and continuity of service.

- E. Filling Vacancies. When a full-time driver position opens, it will be offered to full-time drivers below the driver seniority of the vacated position, then part-time drivers in order of seniority, and demonstrated availability to work. When a regular part-time driver position is vacant, it shall be offered to part-time drivers based on seniority and demonstrated availability to work.

ARTICLE 20 – SAFETY

Section 1. Safe Practices

The health and welfare of employees and District passengers is a primary concern of both the District and the Union. Both parties recognize the importance of achieving and maintaining a high level of safety in all operations of the District. Both parties also recognize the importance of reducing on-the-job injuries and controlling property damage, accidents and injury, and production losses. Both parties recognize the value of safety rules and practices, as well as preventive and corrective safety measures. Therefore, the District and the Union, in recognition of their common commitment to promotion of safety and reduction of losses, will jointly support efforts to implement policies, practices, procedures and other actions and initiatives during the duration of this Agreement to advance safety and loss prevention.

Employees shall adhere to the requirements imposed as described in this Article and willful violations shall constitute just cause for discipline, the level of which shall be judged based upon the risks and potential harm implicated under the totality of circumstances and other appropriate just cause standards.

Section 2. Safety Training

The District may require attendance at safety and educational programs, to include but not limited to orientation, annual trainings, quarterly trainings or any other mandatory trainings as prescribed, that are related to safe and effective performance of job duties. Time of attendance at any such meeting will be paid for at the same pay rate as the employee would have been paid had the employee been working.

Section 3. Safety Committee

The District and the ATU mutually agree on the benefits and requirements of a Safety Committee. Pursuant to the District's Occupational Health and Safety policy, the District will have a Safety Committee. Employees who sit on this Safety Committee and attend monthly meetings will be paid at the same pay rate as the employee would have been paid had the employee been working. Overtime rules apply after forty (40) hours of work in a week.

ARTICLE 21 – JURY SERVICE PAY

Employees will be granted leave with pay at their regular rate any time they are required to report for jury duty or are under subpoena to testify at a proceeding on behalf of the State or the

District. The employee must turn in any witness or jury duty pay directly to the District. If a summons for jury duty is received, the employee will notify the supervisor at the time of summons. Arrangements will be made to reassign work, and time off will be granted. Jurors will pay the District payments received for jury duty except mileage when using their personal vehicle and will be paid regular wages. Employees are expected to report for work when not selected for a jury on any day or when jury duty requires only part of a day. An employee released from the court before the end of scheduled shift is required to check in with Operations Superintendent, or designee.

ARTICLE 22 – LEAVE OF ABSENCE

Protected leaves of absence will be granted to qualified employees in accordance with the Personnel Policies of the District which shall be maintained in compliance with Oregon and federal laws.

The General Manager may deny or approve a paid or unpaid leave of absence request, other than a leave protected by law and leaves required by this labor agreement, when requested for personal reasons, case-by-case on a non-precedent setting basis.

ARTICLE 23 – SHIFT BIDDING

Section 1. Shift Bids

Employees will bid and work shifts based on seniority by status and classification, provided however, the District may determine case-by-case that a particular driver has aptitude deficiencies and limit bid options of that driver accordingly. No shift bids will be assigned of less than four (4) hours.

Shift bids will occur three times per year during the months of January, May and September. A new bid will be implemented no sooner than the Sunday following the bid and no later than fourteen (14) days following the bid. The District may determine the need to re-bid for an ensuing period if the need arises as a result of a personnel change and the need to protect employee seniority bid selection rights. In such an instance, the District will administer the shift bid warranted by operational need.

If necessary in order to accommodate a disability or protected employee status, the District may, in cooperation with the Union, establish a shift and assign it to the employee for not longer than the need of accommodation.

In the event of an error in the bid, the Union or District may call for a re-bid of the shifts for the period.

Section 2. Posting

The District will post work schedule times and descriptions of work to be performed five (5) working days prior to the day bidding is scheduled. The District will provide the posted bid

offering to the Union Liaison when posting occurs.

Section 3. Bidding Order

On the day bidding is performed, drivers may select shifts by order of classification and seniority. Once bidding is completed, the work schedule will be provided to the Union, the Union liaison at the District, and posted on the bulletin board.

Section 4. Failure to Bid

It is the driver's responsibility to bid in person. Drivers failing to bid or who have not left a signed "proxy" with the Union representative, steward or alternate will be assigned a schedule by the Union representative after all those present at the bidding have made their selection. Any remaining open bids will be assigned by the Union representative in consultation with the General Manager. Once the shift bid is closed, the Union representative will certify the validity of the bid by signature and submit the bid sheet to the Operations Superintendent. Any such assignments cannot be grieved by any party to this Agreement.

Section 5. Twelve (12) Hour Rule

Except in an emergency, no driver will be required to drive in excess of twelve (12) hours in any twenty-four (24) hour period.

Section 6. Split Shifts

The District will avoid scheduling split shifts, and will limit the duration of any uncommitted "split" time to four (4) hours.

Section 7. Filling Vacancies

When a full-time driver position opens it will be offered first to full-time drivers in order of seniority starting with the employee next in line behind the vacant driver's shift, and then to part-time drivers based on seniority and demonstrated availability to work. When a regular part-time driver position is vacant, it shall be offered first to part-time drivers in order next in line behind the vacant driver's shift, based on seniority and demonstrated availability to work.

Section 8. Continuity of Service

Continuity of service and seniority in one job position shall be restored if an employee is selected for a separate position and voluntarily resigns that position. Rules of shift bidding will apply for positions available within their previous classification to exercise seniority. A promoted employee may elect to return to the classification from which promoted without prejudice within six (6) months following promotion, provided that the return classification does not deprive any other employee of status.

ARTICLE 24 – SHIFT TRADES

Shift trades may occur in the following circumstances:

- A. With District approval two (2) employees qualified to do so may trade scheduled shifts if the trade will not result in an overtime expense to the District unless approved by the General Manager or designee. The parties recognize that an overtime expense will generally arise whenever a trade is not reciprocated in the same workweek.
- B. If the District determines that incurring an overtime expense as a result of an approved trade is in the District's best interest in a particular instance, the District retains the prerogative to approve a trade on a case by case basis.

ARTICLE 25 – PERSONNEL FILE

An employee will have the right to inspect their personnel file and to request copies of personnel records as allowed by Oregon law. Access to the personnel file is through the payroll/HR software available to all employees. Employee will not be entitled to compensation for time spent reviewing the file and the employee requesting copies of personnel records will be required to reimburse the District for the reasonable cost of doing so. An employee will have the right to submit a written statement of reasonable length documenting the employee's disagreement with any negative statement or document contained in the personnel file, provided that the statement is a factual rebuttal and does not include any profane, obscene or potentially defamatory allegations or statements or counter-charges.

ARTICLE 26 – WAGES

Section 1. Wages

Employees shall be paid at the appropriate rate of the wage scale shown in Attachment A.

Section 2. Longevity

Upon ratification employees in all classifications of the bargaining unit shall have the following pay added to their hourly rate for longevity.

- A. From their original date of hire with TCTD, employees who attain ten (10) years of continuous service shall receive longevity of fifty cents (\$0.50) per hour.
- B. From their original date of hire with TCTD, employees who attain fifteen (15) years of continuous service shall have their longevity pay increased to one dollar (\$1.00) per hour.
- C. From their original date of hire with TCTD, employees who attain twenty (20) years of continuous service shall have their longevity pay increased to two dollars

(\$2.00) per hour.

Section 3. Experience Credit

The District recognizes that experience is a cost savings benefit. Upon verification, the District may start a new employee using the following criteria:

Step 1 – No experience or previous CDL license

Step 2 – Holds a CDL in any class for a minimum of one (1) year

Step 3 – Holds a CDL in any class for a minimum of one (1) year and a Passenger Endorsement.

For promoted employees a lateral move of equal step, i.e., Step 2 driver becomes a Step 2 dispatcher.

Section 4. Paydays

The District's paydays are bi-weekly on Friday.

Section 5. Payroll Deductions

A. Required Deductions

Federal and state laws require the following deductions from every paycheck:

- 1) Federal withholding tax
- 2) State withholding tax
- 3) Social Security taxes (FICA)
- 4) Any other required Federal or State tax
- 5) Court-ordered child support payments or garnishments
- 6) Union dues as required by this contract

B. Optional Deductions

Other deductions may be made from the employee's paycheck; these can include the following:

- 1) Monies due the District
- 2) Insurance contributions
- 3) Section 457 deferred compensation contributions
- 4) Any other deduction of general interest to District employees affecting five or more employees in writing and with the approval of the General Manager of designee

Section 6. Payroll Administration

District payroll is based on hours of work and maintained using the payroll accounting software.

Fixed route shifts will be paid at scheduled hours worked and “exceptions” which employees shall be responsible for submitting in writing to the Operations Superintendent at the end of each workday. If a supervisor corrects or disapproves of an “exception” and employee entry for additional hours of pay or for overtime pay, the supervisor shall notify the employee in writing, and provide the employee with a copy of the correction and/or modification. Employees and the District shall cooperate in adjustments and corrections of payroll errors and misunderstandings before raising such matters as a grievance.

Shifts not designated fixed route and all other hourly employees will be paid using time in/out punches in the payroll accounting software. In the event that the payroll accounting software is not working properly, or a punch is missed, an “exception” form will be submitted to the Operations Superintendent at the end of each workday. Employees and the District shall cooperate in adjustments and corrections of payroll errors and misunderstandings before raising such matters as a grievance.

If an employee disputes any supervisor’s change to a payroll record entry made by the employee, the employee shall discuss the change with the Operations Superintendent and objections shall be resolved promptly. Absent agreement the objection shall be presented to and decided by the HR department and, if necessary, corrected not later than the next following payroll period.

Employees shall endeavor to the best of their understanding to complete payroll and time records accurately and timely, in a manner that follows the explanations stated in this Agreement, particularly those concerning:

- a) overtime in excess of the scheduled hours of work on a workday;
- b) holdover work performed after the regular shift, and time waiting to resume work which is paid straight through if work resumes within sixty (60) minutes of the scheduled end of the workday – but not when the work resumes more than one hour after the end of the scheduled shift;
- c) training time outside the regular bid hours of work;
- d) missed meal periods, when a meal period could not be taken, as when equipment failures or acts of nature result in inability to take a meal period.

ARTICLE 27 – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Contract, the District retains traditional rights to manage and direct the affairs of the District in all of its various aspects and to manage and direct its employees. The District's management rights include, but are not limited to, the following: to plan, direct, control and determine all the operations and services of the District including location of facilities and work sites and establishment of runs, routes and schedules; to supervise and direct the working forces; to establish the specifications and to employ employees; to schedule and assign work, including overtime; to establish work and productivity standards and, from time to time, to change those standards; to determine the

methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline for just cause; to change or eliminate existing methods, or equipment or facilities; to adopt and revise periodically drug and alcohol testing policies and protocols as required to comply with FTA requirements and law; to take any action necessary to carry out the responsibilities of the District in case of emergency; all provided, however, that the exercise of any of the foregoing management rights shall not conflict with any of the expressed written provisions of this Contract.

ARTICLE 28 – GENERAL PROVISIONS

Section 1. CDL Requirements and Renewal Cost Reimbursement

Holding a CDL and a CDL physical card is a job requirement for drivers, dispatchers and maintenance personnel as a condition of employment. The District will reimburse up to one hundred twenty dollars (\$120) of the cost incurred to obtain US DOT required medical certification.

Section 2. On-Call Duty Compensation

On-call employees shall receive a cell phone stipend of thirty-five dollars (\$35) per month. On-call employees who commit to 2-way radio coverage outside of their regularly schedule work hours shall receive an additional one hundred twenty-five dollars (\$125) per month.

Section 3. Travel Reimbursement

In circumstances where the District may require travel, refer to TCTD Personnel Policies & Employee Handbook, Section 5.

Section 4. Compliance with Traffic Laws

No employee will be required to violate city or state traffic speed regulations. Each driver shall report any citation upon conviction to a supervisor before the next work shift commences. Failure to report any citation may result in progressive disciplinary action, up to and including termination.

Section 5. Waiver

The District and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of their rights and opportunities are set forth in this Agreement. For this reason, the Agreement supersedes any past practice or prior agreement, verbal or written, between the parties hereto, or between any of them and any employee(s) covered hereby, that are not now provided for or contained in this Agreement. The foregoing shall not be construed to prevent the parties from

voluntarily and mutually agreeing to discuss or negotiate any subject matter during the life of the Agreement.

Section 6. Productivity

The parties recognize that delivery of transit services in the most efficient and productive manner is of paramount concern to the District and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

Section 7. Union/District Meetings

The District and the Union, whenever either the District's General Manager or their designee or the President of the Union requests, shall meet for consultation purposes on matters of mutual interest which would serve constructive purposes (1) to prevent or eliminate grievances or (2) on matters affecting employee health, safety, or operating situations. Notice of topics for discussion shall be exchanged prior to any meeting, and the meeting shall be scheduled at a time mutually convenient to the parties.

Section 8. Amendments

This Contract is subject to amendment, alteration, or addition only by subsequent written agreement between and executed by the District and the Union where mutually agreeable.

Section 9. Savings Clause

If any Article or Section of this Contract or any addendum thereto should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such court, the remainder of this Contract and Addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 10. Union Identification on Revenue Vehicles

ATU will provide size-appropriate ATU member decals which the District will affix to its revenue service vehicles.

Section 11. Labor-Management Recreation Fund

The District will set aside two thousand dollars (\$2,000) per year into a recreation fund for an annual picnic or other beneficial programs. The funds will be spent as determined by a joint committee, with periodic accountings upon request of the Union and fund utilization only with Union consent.

Section 12. Tsunami Premium

In the event of a disruptive tsunami employees reporting to work will be paid at time and one-

half for the first forty-eight (48) hours of work.

ARTICLE 29 – FREE TRANSPORTATION

TCTD employees, spouses and dependents are eligible to ride The Wave fixed routes free with District authorized identification.

Dependents include spouses and dependents up to age 18 who are living with the employee, or a dependent up to age twenty-two (22) living with the employee while attending school. Dependents will be issued District authorized identification in order to use regular fixed route revenue service without fare.

Employees who have retired after five (5) years or more in good standing are eligible to ride The Wave fixed routes free with District authorized identification.

Employees of public transit agencies in the State of Oregon are eligible to ride fixed route services free with valid identification.

ARTICLE 30 – SOLE AGREEMENT AND AMENDMENTS

This Agreement contains the sole and entire agreement between the parties, and the District agrees not to enter into any agreement or contract with any of its individual employees covered by this Agreement that in any way conflicts with the terms and provisions of this Agreement without including the Union as a necessary party. The terms of this Agreement may be supplemented, amended, modified or waived only by a mutual agreement of the parties in writing.

ARTICLE 31 – EXECUTION

Section 1. Either party may initiate negotiation of a successor Contract to this Contract by serving a written notice to that effect upon the other party no earlier than November 15, 2027, and no later than January 30, 2028. Negotiations shall commence as soon as feasible thereafter, but no later than February 15, 2028.

Section 2. If neither party initiates negotiations for a successor Contract to this Contract in accordance with the paragraph above, this Contract shall be extended for only one subsequent calendar year (from July 1, 2028, through June 30, 2029). In that event, either party may then give proper notice to negotiate a successor to the extended Contract by following the provisions of paragraph (a) above, no earlier than November 15, 2028, and no later than January 30, 2029.

IN WITNESS WHEREOF, the District and the Union have executed this Contract by the signatures of their respective authorized representatives on this ____ day of _____ 2024.

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

**AMALGAMATED TRANSIT UNION
LOCAL #757**

By: _____
Brian Vitulli, General Manager

By: _____
Shirley Block, President/Business Rep.

ATTACHMENT A - ATU TCTD WAGE SCALE

Transit Driver					
Step	7/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Training	\$ 17.08	\$ 17.68	\$ 18.12	\$ 18.57	\$ 18.94
Step1	\$ 19.13	\$ 19.80	\$ 20.29	\$ 20.80	\$ 21.22
Step2	\$ 20.56	\$ 21.28	\$ 21.81	\$ 22.36	\$ 22.80
Step3	\$ 22.11	\$ 22.88	\$ 23.46	\$ 24.04	\$ 24.52
Step4	\$ 23.76	\$ 24.59	\$ 25.21	\$ 25.84	\$ 26.35
Step5	\$ 25.55	\$ 26.44	\$ 27.11	\$ 27.78	\$ 28.34
Step6	\$ 27.46	\$ 28.42	\$ 29.13	\$ 29.86	\$ 30.46

Dispatcher					
Step	7/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Step1	\$ 19.64	\$ 20.33	\$ 20.84	\$ 21.36	\$ 21.78
Step2	\$ 21.11	\$ 21.85	\$ 22.40	\$ 22.95	\$ 23.41
Step3	\$ 22.69	\$ 23.48	\$ 24.07	\$ 24.67	\$ 25.17
Step4	\$ 24.39	\$ 25.24	\$ 25.87	\$ 26.52	\$ 27.05
Step5	\$ 26.22	\$ 27.14	\$ 27.82	\$ 28.51	\$ 29.08
Step6	\$ 28.19	\$ 29.18	\$ 29.91	\$ 30.65	\$ 31.27

Utility Attendant					
Step	7/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Step1	\$ 15.21	\$ 15.74	\$ 16.14	\$ 16.54	\$ 16.87
Step2	\$ 16.35	\$ 16.92	\$ 17.35	\$ 17.78	\$ 18.13
Step3	\$ 17.58	\$ 18.20	\$ 18.65	\$ 19.12	\$ 19.50
Step4	\$ 18.90	\$ 19.56	\$ 20.05	\$ 20.55	\$ 20.96
Step5	\$ 20.32	\$ 21.03	\$ 21.56	\$ 22.10	\$ 22.54
Step6	\$ 21.84	\$ 22.60	\$ 23.17	\$ 23.75	\$ 24.22

Service Technician					
Step	7/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Step1	\$ 20.78	\$ 21.51	\$ 22.04	\$ 22.60	\$ 23.05
Step2	\$ 22.34	\$ 23.12	\$ 23.70	\$ 24.29	\$ 24.78
Step3	\$ 24.01	\$ 24.85	\$ 25.47	\$ 26.11	\$ 26.63
Step4	\$ 25.81	\$ 26.72	\$ 27.39	\$ 28.07	\$ 28.63
Step5	\$ 27.75	\$ 28.72	\$ 29.44	\$ 30.17	\$ 30.78
Step6	\$ 29.83	\$ 30.88	\$ 31.65	\$ 32.44	\$ 33.09

Fleet Maintenance Mechanic					
Step	7/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Step1	\$ 28.19	\$ 29.18	\$ 29.91	\$ 30.65	\$ 31.27
Step2	\$ 30.31	\$ 31.37	\$ 32.16	\$ 32.96	\$ 33.62
Step3	\$ 32.58	\$ 33.72	\$ 34.56	\$ 35.43	\$ 36.14
Step4	\$ 35.02	\$ 36.25	\$ 37.15	\$ 38.08	\$ 38.84
Step5	\$ 37.65	\$ 38.97	\$ 39.94	\$ 40.94	\$ 41.76
Step6	\$ 40.47	\$ 41.89	\$ 42.93	\$ 44.01	\$ 44.89

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

**In the Matter of Declaring
and Disposing of Surplus
Property**

)
)
)

RESOLUTION NO. 24-05

WHEREAS, Resolution 16-05 provides the Board of Directors of the Tillamook County Transportation District to, by resolution, declare District property as surplus and authorize the means by which the District General Manager may dispose of the property; and

WHEREAS, the Board of Directors has determined that the listed property has met its useful life, and this property should be declared surplus property; and,

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

that the Tillamook County Transportation District Board of Directors declares the following equipment as surplus property and directs the General Manager to dispose of it as he determines appropriate and most advantageous to the District or community at large.

- #204: 2015 Chevrolet Goshen, VIN# 1GB3GSBG1G1189474
- #302: 2017 Champion Defender, VIN# 1FVACWDU6HHHZ2431
- #303: 2017 Champion Defender, VIN# 1FVACWDU8HHHZ2432

INTRODUCED AND ADOPTED this 21st day of February 2024.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

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

**Authorizing the General Manager)
to Execute a Professional Services)
Contract with Madison Ave. Collective)
for NWOTA Website Management)**

RESOLUTION NO. 24-06

WHEREAS, the Northwest Oregon Transit Alliance (“NWOTA”) Coordinating Committee was previously awarded a Statewide Transportation Improvement Fund Discretionary grant from the Oregon Department of Transportation to create a NWOTA website to market and brand regional coordinated transit services (the “Website”); and

WHEREAS, Tillamook County Transportation District (“TCTD”) serves as fiscal agent for NWOTA; and

WHEREAS, in December 2023, TCTD and its NWOTA partners conducted a Request for Qualifications (“RFQ”) process to select a consultant to manage the transition from the previous vendor and to provide website hosting, maintenance, and support services for the NWOTA website; and

WHEREAS, TCTD and its partners selected Madison Ave. Collective, the preferred vendor out of three (3) respondents to the RFQ, as the consultant for this work.

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

that the Board authorizes the TCTD General Manager to execute a professional services contract not to exceed \$22,500 with Madison Ave. Collective to provide NWOTA with website hosting, maintenance, and support services.

INTRODUCED AND ADOPTED this 21st day of February 2024.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Brian Vitulli, General Manager

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into January 15, 2024 (the "Effective Date") by and between the **Tillamook County Transportation District** (the "District"), an Oregon special district, serving as Fiscal Agent for the NW Oregon Transit Alliance ("NWOTA"), and **Jeff Jimerson Design, Inc DBA Madison Ave. Collective** ("Contractor"), an Oregon corporation.

This contract provides for the services described in the Request for Qualifications issued November 8, 2023, which by this reference are hereby made part of this contract and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

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

II. COMPENSATION

A. TCTD agrees to compensate CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$22,500**.

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

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

2. This Contract is not intended to entitle CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

3. If CONTRACTOR has the assistance of other persons in the performance of this Contract, and CONTRACTOR is a subject employer, CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

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

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

III. FEDERAL CONTRACT SPECIAL CONDITIONS

A. **Failure to Perform**

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

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

B. Termination for Convenience

This contract may be terminated by either party upon at least ten (10) days written notice to the other.

C. Compliance with Applicable Law

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

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

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Contractor shall in writing request TCTD to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

D. Reporting Requirements

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

E. Records Maintenance; Access.

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

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

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

F. Patents; Copy Rights; Rights in Data

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27.

The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

IV. CONSTRAINTS

CONTRACTOR agrees:

A. If the services to be provided pursuant to this Contract are professional and/or consultative, CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.
- c. Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.

2.If CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due CONTRACTOR by reason of this Contract.

3.CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

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

4.CONTRACTOR shall promptly, as due, make payment to any person or co-partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of CONTRACTOR, of all sums which CONTRACTOR agrees to pay for such services and all moneys and sums which CONTRACTOR collected or deducted

from the wages of CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

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

6. CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of CONTRACTOR or CONTRACTOR'S employees or agents.

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

- a. Reducing or withholding payment;
- b. Requiring CONTRACTOR to perform, at CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
- c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

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

V. OWNERSHIP

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

VI. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

☒ Required by DISTRICT ☐ Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for personal injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. TCTD, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

☒ Required by DISTRICT ☐ Not required by DISTRICT

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

C. PROFESSIONAL LIABILITY

☐ Required by TCTD ☒ Not required by TCTD

D. POLLUTION LIABILITY INSURANCE

☐ Required by TCTD ☒ Not required by TCTD

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

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

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

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

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

VII. SUBCONTRACTS

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

VII. TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least ten (10) days written notice to the other.

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

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

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

Jeff Jimerson Design, Inc
DBA Madison Ave. Collective

459 SW Madison Ave., Corvallis OR 97333



Authorized Signature

Jeff Jimerson, President

Name/Title (Printed)

Feb. 5, 2024

Date

541.971.4113 ex. 701

Telephone/Fax Number

CCB License # (if applicable)

656693-93

Oregon Business Registry

S-Corporation

Tillamook County Transportation District

By:

Authorized Signature

Brian Vitulli, General Manager, TCTD

Name/Title (Printed)

Date

Approved as to Form

District Counsel

Required Exhibits to Contract:

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

TCDC RFQ ISSUED NOVEMBER 8, 2023
AND ALL SUBSEQUENTLY ISSUED ADDENDA (IF ANY)

CONTRACTOR RESPONSE TO RFP SUBMITTED DECEMBER 15, 2023
AND ALL SUBSEQUENT MODIFICATIONS (IF ANY)