

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



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



Wednesday, January 15, 2025, at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District
BOARD OF DIRECTORS – REGULAR MONTHLY MEETING
Agenda: Wednesday, January 15, 2025 @ 6:00pm

To attend by phone, please dial: +1 (253) 215-8782 Meeting ID: 874 7801 7969
To attend virtually, please use this link: <https://us02web.zoom.us/j/87478017969>

REGULAR MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements and Changes to Agenda
5. Public & Guest Comments
6. Executive Session: None
7. Second Reading of Ordinance No. 2: Re-establishing and Amending Ordinance No. 2; Establishing TCTD Fare Zones, Categories, and Rates; and Establishing an Effective Date (Pgs.1-5)

STATE OF THE DISTRICT REPORT

8. Financial and Grant Reports (November) (Pgs.6-31)
9. Service Performance Reports (November) (Pgs.32-37)
10. Northwest Oregon Transit Alliance (January) (Pg.38-41)
11. NW Rides Brokerage
12. General Managers Report (Pgs.42-44)
 - a. Administration/Coordination
 - b. Planning/Development
 - c. Grant Funding
 - d. Facility/Property Management
 - e. Operations/Vehicle Maintenance
13. Miscellaneous

CONSENT

14. Motion to Approve the Minutes of December 18, 2024, Regular Board Meeting (Pgs.45-50)
15. Motion to Approve November 2024 Financial Statements

ACTION ITEMS

16. Resolution 25-01 Authorizing the General Manager to Execute ODOT Section 5304 Grant Agreement No. 35707 (Pgs. 51-72)
17. Resolution 25-02 Adopting the FY 2025-2027 STIF Formula Fund Plan and Authorizing the General Manager to Submit the FY 2025-2027 STIF Formula Fund Plan Application

DISCUSSION ITEMS

18. Board Vacancy – Position 1
19. Staff Comments
20. Board of Directors Comments
21. Adjournment

UPCOMING EVENTS

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

Re-establishing and Amending)	
Ordinance No. 2;)	
Establishing TCTD Fare Zones,)	
Categories, and Rates; and)	ORDINANCE NO. 2
Establishing an Effective Date)	

WHEREAS, Tillamook County Transportation District (“District”) is an Oregon transportation district organized under ORS Chapter 267, with the power to fix and collect charges for the use of its system; and

WHEREAS, the District has determined that in order to make its transportation services economically sustainable, it needs to update its fare zones, categories, and rates (collectively, the “Fare Structure”); and

WHEREAS, the District’s Board of Directors (“Board”) adopted Ordinance No. 2 with an effective date of March 1, 2013, establishing District fare zones and fare categories; and

WHEREAS, the Board adopted Ordinance No. 21-02 with an effective date of July 1, 2021, repealing Ordinance No. 2 and establishing District fare zones and fare categories; and

WHEREAS, the Fare Structure for transportation services shall be established by the Board from time to time by ordinance; and

WHEREAS, the District conducted an evaluation of its Fare Structure on May 20, 2021, following a public notice and public hearing; and

WHEREAS, the District discontinued intercity 70X services between Salem and Grande Ronde on June 23, 2023, and discontinued intercity 60X services between Lincon City and Salem on December 10, 2023; and

WHEREAS, the Board has determined that it is necessary to repeal Ordinance No. 21-02 and to re-adopt and amend Ordinance No. 2 to accomplish the District’s goals of making fares simpler and more affordable and enhancing the ability of people to travel to jobs, shopping, and other destinations within the District’s system and to update the Fare Structure.

NOW, THEREFORE, IT IS ORDAINED:

As of the effective date of this Ordinance, Ordinance No. 21-02 and all prior resolutions, policies, and motions relating to the District’s Fare Structure are hereby repealed.

That within seven days after adoption of this ordinance, the enrolled ordinance shall be filed in the records of the District, and a certified copy shall be filed with the Tillamook County Clerk.

Section 1: Transportation Fare Zones

For the purposes of determining fare charges for transportation services:

A. The District shall consist of, and operate as a single fare zone for transportation services within Tillamook County; between Tillamook County and Lincoln County and between Tillamook County and Clatsop County; and for intercity transportation services between Tillamook and downtown Portland.

Section 2: Fare Categories

TCTD hereby establishes the following Fare Categories for transportation services provided by or through the District.

Category	Description
Full Fare	Passengers who do not fall under any other fare category.
Child Fare	Passengers up to 12 years of age (inclusive)
Youth Fare	Passengers 13 years of age up to 18 years of age (inclusive)
Reduced Fare	Passengers age 60+ or who qualify as disabled, according to criteria of TCTD reduced fare policy.
Special Program Fare	Passengers using transportation service provided under a special program offered by, through or on behalf of TCTD.

Section 3: Fare Rates

The fares for each Fare Category are hereby established as the Fares listed on Attachment A, "TCTD Fare Rates by Passenger Category," which is incorporated by this reference.

Section 4: Modifications to Fare Rates

The fares for each Fare Category in Attachment A may be modified by Resolution of the District Board.

Section 5: Effective Date

The effective date of Ordinance No. 2 will be February 19, 2025

Passed and adopted by the District Board this 19th day of February 2025 and signed by the Board Chair and Board Clerk in authentication of its passage.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

First Reading: December 18, 2024

Second Reading: January 15, 2025

Effective Date: February 19, 2025

Board Chair, Mary Johnson

Attest:

Board Clerk, Keri Brown

ATTACHMENT A
TCTD Fare Structure and Rates by Passenger Category

	Full Fare	Reduced Fare	Child/Youth Fare*
Tillamook County Routes (Deviated Fixed Routes)			
Single Fare (per route)	\$1.00	\$0.50	Free
Day Pass	\$3.00	\$1.50	Free
Monthly Pass	\$30.00	\$20.00	Free
Single Fare with Deviation	\$2.00	\$1.50	N/A
Deviation 10-Trip Pass	\$10.00	N/A	N/A
Dial-A-Ride			
Single Fare up to 5 miles	\$4.00	\$2.00	\$2.00
Per additional mile beyond 5 miles	\$0.50	\$0.50	\$0.50
Intercity Route 5 (Portland Coastliner)			
Single Fare	\$15.00	N/A	\$7.50
10-Trip Pass	\$120.00	N/A	\$60.00
Special Programs			
3-Day NWOTA Visitor Pass	\$25.00	N/A	N/A
7-Day NWOTA Visitor Pass	\$30.00	N/A	N/A

* The first two children age 0-12 are free on Dial-A-Ride and intercity routes with a paying adult.

Child/Youth Fare and Reduced Fare Criteria

Children and youth age 0-18 are not charged a fare for fixed-route trips within Tillamook County (including connections to Lincoln City and Cannon Beach), not including deviation trips, which are charged a reduced fare.

The first two children age 0-12 are not charged a fare when accompanied by a paying adult. Additional children age 0-12, and youth (age 13-18), are eligible for a reduced fare on Dial-A-Ride and intercity routes.

Youth age 13-18 may be asked to show a middle or high school student identification card (or alternative) for age verification.

Passengers who have a long or short-term disability or are 60 years of age or older, are eligible for the Reduced Fare.

TCTD Employees, Board Members and State of Oregon Public Transit Employees

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

TCTD Board Members, spouses and dependents are eligible to ride The Wave fixed routes free with District authorized identification. TCTD Board Members who have served on the board for at least one (1) year are eligible to ride The Wave fixed routes for free with District authorized identification. Board Members removed from office by

recall or convicted of a crime related to their service on the Board are not eligible for this benefit.

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

Special Programs

Group Pass Programs will be negotiated on a case-by-case basis with public or private entities.

Veterans may ride all deviated fixed routes free of charge on Veterans Day with a valid VA ID Card.

Dial-A-Ride to Fixed Route Transfers

In-county Dial-A-Ride passengers requesting rides for the purpose of transfer onto any fixed route services will be provided such transportation free of charge, provided that the transfer is to the nearest fixed route bus stop. Transfers to any other location within the District's system will be provided at standard Dial-A-Ride rates.

Tillamook County Transportation District

Normal Trial Balance

From 11/1/2024 Through 11/30/2024

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	203,819.42	
1006	Payroll Checking #5614	29,622.25	
1009	NW RIDES ACCOUNT #8510	1,244,150.39	
1011	Prop. Mgmt. Checking #7071	9,907.87	
1012	NWOTA #4564	44,461.72	
1020	LGIP1020 #5879	1,599,491.29	
1030	LGIP1030 #5931	1,202,689.21	
1035	LGIP1035 #6518	116,043.29	
1040	Petty Cash	<u>200.00</u>	
Report Total		4,450,385.44	0.00
Report Difference		<u>4,450,385.44</u>	

B. C. Title
1/10/2025

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 11/1/2024 Through 11/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
18900	11/7/2024	8,171.74	CARSON OIL CO INC	Fuel 10/1-10/15/2024
18901	11/7/2024	40.00	CENTURYLINK	Fax Service 10/21-11/20/2024
18902	11/7/2024	60.55	City Of Tillamook	TVC Water 10/1-10/31/2024
18903	11/7/2024	67.44	CRYSTAL AND SIERRA SPRINGS	Water Service 10/3-10/24/2024
18904	11/7/2024	1,332.00	E & E Auto Body, Inc.	Paint Bus 306
18905	11/7/2024	3,300.00	Madison Ave Collective	Nov 2024 NW Connector Website
18906	11/7/2024	100.00	Marie Mills Foundation	Marie Mills Donation
18907	11/7/2024	14.48	MIKE REED	Flash Drive/Postage
18908	11/7/2024	97.99	Tillamook PUD	Transit Electric 9/12-10/12/2024
18908	11/7/2024	47.26	Tillamook PUD	LB Barn Electric 9/12-10/12/2024
18908	11/7/2024	36.45	Tillamook PUD	SB Barn Electric 9/12-10/12/2024
18909	11/13/2024	95.00	Mike Vernon	DOT Medical Card
18910	11/13/2024	50.00	TYLER HELLNER	CDL Air Brake Exam/Permit Fee
18911	11/13/2024	627.84	ASTOUND	Phone Service 9/27-10/26/2024
18912	11/13/2024	8,444.63	CARSON OIL CO INC	Fuel 10/16-10/31/2024
18913	11/13/2024	48.05	COUNTRY MEDIA	Public Meeting Notice 10/8/2024
18914	11/13/2024	473.52	FleetPride, Inc.	POA Statement 10/31/2024
18915	11/13/2024	4,534.43	Les Schwab Tire Center	POA Statement 11/1/2024
18916	11/13/2024	1,407.10	Marie Mills Center, Inc	TVC Janitorial Services October 2024
18917	11/13/2024	2,844.88	DAVISON AUTO PARTS, INC.	POA Statement 10/25/2024
18918	11/13/2024	102.50	Office Depot Credit Plan	Driver Training Manual Supplies
18919	11/13/2024	4,717.74	PREMIER TRUCK GROUP	POA Statement October 31, 2024
18920	11/13/2024	77.77	Rosenberg Builders Supply	POA Statement 10/25/2024
18921	11/13/2024	400.80	VERIZON	Tablet Service 9/27-10/26/2024
18922	11/13/2024	85.25	COUNTRY MEDIA	Public Meeting Notice 10/22/2024
18923	11/13/2024	606.23	O'REILLY AUTOMOTIVE STORES	POA Statement 10/28/2024
18924	11/14/2024	604.00	QUICK CAB LLC	NWR Q3.2024.7 FEE FOR SERVICE
18925	11/20/2024	803.82	ABILA	Abila Managed Plan 12/15/24-1/14/25
18926	11/20/2024	40.00	CORPORATE DIVISION - NOTARY	Notary Application Fee for Keri Brown
18927	11/20/2024	461.86	Fred Meyer Customer Charges	POA NOVEMBER 2024
18928	11/20/2024	511.63	GenXsys Solutions, LLC	December 2024 Server Storage Virus Plan
18928	11/20/2024	2,142.90	GenXsys Solutions, LLC	December 2024 Managed Service Fund
18929	11/20/2024	80.10	ALSCO - Portland Linen	Mat Service
18929	11/20/2024	80.10	ALSCO - Portland Linen	Mat Service
18930	11/20/2024	40.00	BIO-MED TESTING SERVICE, INC.	Random Testing
18931	11/20/2024	2,083.84	CINTAS	POA 10/31/2024
18932	11/20/2024	531.00	JORDAN RAMIS, PC	Grant 35084 Planning Legal Fees
18933	11/20/2024	337.50	Miller Nash LLP	Legal Services/ATU
18934	11/20/2024	132.60	Pacific Office Automation	NWR/TCTD Copier Usage 10/9-11/9/24
18935	11/20/2024	4,996.68	HRA VEBA TRUST	AP HRA 11.2024
18936	11/20/2024	957.36	ATU LOCAL #757	AP ATU 11.2024
18937	11/20/2024	366.50	PACIFIC SOURCE	AP FSA 11.2024
18938	11/27/2024	1,400.00	Wags Innovations LLC	Bumper Brackets
18939	11/27/2024	12,016.77	INNOVA LEGAL ADVISORS	ATU Legal Fees
18940	11/27/2024	79.25	Oregon State Police	TCTD Background Checks
18941	11/27/2024	1,478.49	Schetky Northwest Sales, Inc.	INV # 139730, 139803, 139828
18944	11/27/2024	1,195.81	MUTUAL OF OMAHA	AP BENEFITS 11.2024
18945	11/27/2024	39,111.00	SPECIAL DISTRICTS INS. SERVICE	AP BENEFITS 11.2024
ACH 9.2024.6	11/15/2024	2,190.00	FASTER	AP GF ACH 9.2024-CORR
ACH 9.2024.6	11/15/2024	(2,190.00)	FASTER	AP GF ACH 9.2024-CORR
ACH GENXSYS	11/14/2024	3,341.52	GenXsys Solutions, LLC	COMPUTERS OS & DISPATCH
ACH POA 11.24	11/15/2024	254.45	Pacific Office Automation	COPIER LEASE 11.2024

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 11/1/2024 Through 11/30/2024

<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>
Report Total		110,830.83		

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 11/1/2024 Through 11/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4387	11/6/2024	596.20	AAA RIDE ASSIST	AAA 9.30.2024
4388	11/6/2024	6,846.00	COLUMBIA COUNTY RIDER	CCR 9/2-9/30/2024
4389	11/6/2024	4,159.50	DIRECT MEDICAL TRANSPORTATION	DM 7/21-7/27/2024
4389	11/6/2024	2,019.25	DIRECT MEDICAL TRANSPORTATION	DM 7/28-7/31/2024
4389	11/6/2024	1,694.50	DIRECT MEDICAL TRANSPORTATION	DM 8/1-8/3/2024
4389	11/6/2024	3,891.00	DIRECT MEDICAL TRANSPORTATION	DM 8/11-8/17/2024
4389	11/6/2024	4,791.50	DIRECT MEDICAL TRANSPORTATION	DM 8/18-8/24/2024
4389	11/6/2024	3,214.50	DIRECT MEDICAL TRANSPORTATION	DM 8/4-8/10/2024
4389	11/6/2024	4,571.75	DIRECT MEDICAL TRANSPORTATION	DM 9/15-9/21/2024
4389	11/6/2024	3,961.50	DIRECT MEDICAL TRANSPORTATION	DM 9/22-9/28/2024
4389	11/6/2024	994.00	DIRECT MEDICAL TRANSPORTATION	DM 9/30/2024
4390	11/6/2024	2,486.00	K & M MEDIVAN	KM 9/1-9/8/2024
4390	11/6/2024	5,642.00	K & M MEDIVAN	KM 9/16-9/22/2024
4390	11/6/2024	5,861.00	K & M MEDIVAN	K&M 9/23-9/30/2024
4390	11/6/2024	4,119.00	K & M MEDIVAN	KM 9/9-9/15/2024
4392	11/6/2024	5,299.50	MEDIX AMBULANCE	MDX 7/1-7/6/2024
4392	11/6/2024	9,239.50	MEDIX AMBULANCE	MDX 7/14-7/20/2024
4392	11/6/2024	6,728.00	MEDIX AMBULANCE	MDX 7/21-7/27/2024
4392	11/6/2024	4,956.00	MEDIX AMBULANCE	MDX 7/28-7/31/2024
4392	11/6/2024	9,239.50	MEDIX AMBULANCE	MDX 7/7-7/13/2024
4392	11/6/2024	2,796.00	MEDIX AMBULANCE	MDX 8/1-8/3/2024
4392	11/6/2024	5,569.00	MEDIX AMBULANCE	MDX 9/22-9/28/2024
4392	11/6/2024	1,121.50	MEDIX AMBULANCE	MDX 9/29-9/30/2024
4392	11/6/2024	6,892.00	MEDIX AMBULANCE	MDX 9/8-9/14/2024
4392	11/6/2024	9,810.50	MEDIX AMBULANCE	MDX 8/11-8/17/2024
4392	11/6/2024	9,334.50	MEDIX AMBULANCE	MDX 8/18-8/24/2024
4392	11/6/2024	8,816.00	MEDIX AMBULANCE	MDX 8/25-8/31/2024
4392	11/6/2024	6,917.50	MEDIX AMBULANCE	MDX 8/4-8/10/2024
4392	11/6/2024	4,541.50	MEDIX AMBULANCE	MDX 9/1-9/7/2024
4392	11/6/2024	10,117.00	MEDIX AMBULANCE	MDX 9/15-9/21/2024
4393	11/6/2024	11,331.10	METRO WEST	MW SEPT 2024
4394	11/6/2024	17,971.50	QUICK CAB LLC	QC 9/3-9/30/2024
4395	11/6/2024	22,100.25	TILLAMOOK CNTY TRANS. DIST.	TCTD 8/1-8/30/2024
4395	11/6/2024	24,164.25	TILLAMOOK CNTY TRANS. DIST.	TCTD 7/1-7/31/2024
4395	11/6/2024	23,339.75	TILLAMOOK CNTY TRANS. DIST.	TCTD 9/1-9/30/2024
4396	11/7/2024	1,260.94	CATHY BOND	NWR Ecolane Training
4397	11/7/2024	58.53	CENTURYLINK	Fax Service 10/21-11/20/2024
4398	11/7/2024	67.44	CRYSTAL AND SIERRA SPRINGS	Water Service 10/3-10/24/2024
4399	11/7/2024	3,915.07	JANNA SMITH	Volunteer MR 10/1-10/31/2024
4400	11/7/2024	989.91	JOY WINKELHAKE	Volunteer MR 10/1-10/31/2024
4401	11/7/2024	40.00	Juliene J. Deputy	NWR Employee Appreciation Meal
4401	11/7/2024	111.22	Juliene J. Deputy	NWR Ecolane Training Mileage
4402	11/7/2024	4,133.64	KANDIS LIDAY	Volunteer MR 10/1-10/31/2024
4403	11/7/2024	284.00	MEDIX AMBULANCE	NWR After Hour Service
4404	11/7/2024	4,873.56	SEAN REKART	Volunteer MR 10/1-10/31/2024
4405	11/13/2024	1,588.91	ASTOUND	Phone Service 9/27-10/26/2024
4406	11/13/2024	5.20	Office Depot Credit Plan	Driver Training Manual Supplies
4407	11/13/2024	4,002.50	WILLIAM NERENBERG	Volunteer MR 10/1-10/31/2024

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 11/1/2024 Through 11/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4408	11/13/2024	5,262.00	MEDIX AMBULANCE	MDX 10/1-10/5/2024
4408	11/13/2024	6,653.00	MEDIX AMBULANCE	MDX 10/13-10/19/2024
4408	11/13/2024	8,932.00	MEDIX AMBULANCE	MDX 10/20-10/26/2024
4408	11/13/2024	8,203.50	MEDIX AMBULANCE	MDX 10/27-10/31/2024
4408	11/13/2024	8,007.00	MEDIX AMBULANCE	MDX 10/6-10/12/2024
4409	11/13/2024	11,755.10	Ride Connection Bridge	WSA 7/1-7/12/2024
4409	11/13/2024	22,853.38	Ride Connection Bridge	wsa 7/13-7/31/2024
4409	11/13/2024	27,339.37	Ride Connection Bridge	WSA 8/1-8/23/2024
4409	11/13/2024	6,095.30	Ride Connection Bridge	WSA 8/24-8/31/2024
4410	11/13/2024	20,749.20	RYANS TRANSPORTATION SERVICE	RT 7/1-7/6/2024
4410	11/13/2024	29,509.00	RYANS TRANSPORTATION SERVICE	RT 7/16-7/20/2024
4410	11/13/2024	43,556.00	RYANS TRANSPORTATION SERVICE	RT 7/21-7/31/2024
4410	11/13/2024	27,092.20	RYANS TRANSPORTATION SERVICE	RT 7/7-7/13/2024
4411	11/13/2024	189.00	SUNSET EMPIRE TRANSIT	SETD Aug 2024
4411	11/13/2024	465.00	SUNSET EMPIRE TRANSIT	SETD July 2024
4411	11/13/2024	307.00	SUNSET EMPIRE TRANSIT	SETD Sep 2024
4412	11/14/2024	10,126.50	MEDIX AMBULANCE	NWR Q3.2024.7
4413	11/14/2024	16,099.91	METRO WEST	NWR Q3.2024.7
4414	11/14/2024	812.50	MTN RETREAT SECURE TRANSPORT	NWR Q3.2024.7
4414	11/14/2024	3,271.25	MTN RETREAT SECURE TRANSPORT	NWR Q3.2024.7
4414	11/14/2024	2,187.50	MTN RETREAT SECURE TRANSPORT	NWR Q3.2024.7
4414	11/14/2024	1,675.50	MTN RETREAT SECURE TRANSPORT	NWR Q3.2024.7
4414	11/14/2024	2,121.00	MTN RETREAT SECURE TRANSPORT	NWR Q3.2024.7
4415	11/14/2024	196.00	Ronald McDonald House	NWR Q3.2024.7
4416	11/14/2024	822.50	SECURE TRANSPORT OF OREGON INC	NWR Q3.2024.7
4417	11/14/2024	215.00	TRAVIS CROSS GUEST HOUSE	NWR Q3.2024.7
4417	11/14/2024	1,820.00	TRAVIS CROSS GUEST HOUSE	NWR Q3.2024.7
4419	11/20/2024	8.86	Fred Meyer Customer Charges	POA NOVEMBER 2024
4420	11/20/2024	511.63	GenXsys Solutions, LLC	December 2024 Server Storage Virus Plan
4420	11/20/2024	857.10	GenXsys Solutions, LLC	December 2024 Managed Service Fund
4420	11/20/2024	875.00	GenXsys Solutions, LLC	December 2024 NWR Computer Support Services
4421	11/20/2024	47.68	Pacific Office Automation	NWR/TCTD Copier Usage 10/9-11/9/24
4422	11/20/2024	26,523.00	RYANS TRANSPORTATION SERVICE	RT 08/11-08/17/2024
4422	11/20/2024	26,115.40	RYANS TRANSPORTATION SERVICE	RT 08/18-08/24/2024
4422	11/20/2024	28,524.80	RYANS TRANSPORTATION SERVICE	RT 08/25-08/31/2024
4422	11/20/2024	22,276.80	RYANS TRANSPORTATION SERVICE	RT 09/1-09/7/2024
4422	11/20/2024	28,470.00	RYANS TRANSPORTATION SERVICE	RT 09/14-09/21/2024
4422	11/20/2024	35,117.60	RYANS TRANSPORTATION SERVICE	RT 09/22-09/30/2024

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 11/1/2024 Through 11/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4422	11/20/2024	29,459.20	RYANS TRANSPORTATION SERVICE	RT 09/08-09/15/2024
4423	11/20/2024	5,299.65	AAA RIDE ASSIST	AAA 10/1-10/12/2024
4423	11/20/2024	2,125.70	AAA RIDE ASSIST	AAA 10/13-10/19/2024
4423	11/20/2024	2,204.05	AAA RIDE ASSIST	AAA 10/20-10/26/2024
4423	11/20/2024	1,766.75	AAA RIDE ASSIST	AAA 10/27-10/31/2024
4424	11/20/2024	9,985.25	COLUMBIA MEDICAL	CM 10/1-10/5/2024
4424	11/20/2024	11,755.75	COLUMBIA MEDICAL	CM 10/13-10/19/2024
4424	11/20/2024	12,744.25	COLUMBIA MEDICAL	CM 10/20-10/26/2024
4424	11/20/2024	9,552.25	COLUMBIA MEDICAL	CM 10/27-10/31/2024
4424	11/20/2024	11,862.00	COLUMBIA MEDICAL	CM 10/6-10/12/2024
4424	11/20/2024	2,800.25	COLUMBIA MEDICAL	CM 11/1-11/2/2024
4425	11/20/2024	3,347.50	DIRECT MEDICAL TRANSPORTATION	DM 10/1-10/5/2024
4425	11/20/2024	5,128.25	DIRECT MEDICAL TRANSPORTATION	DM 10/13-10/19/2024
4425	11/20/2024	3,956.00	DIRECT MEDICAL TRANSPORTATION	DM 10/20-10/26/2024
4425	11/20/2024	4,248.00	DIRECT MEDICAL TRANSPORTATION	DM 10/27-10/31/2024
4425	11/20/2024	4,363.25	DIRECT MEDICAL TRANSPORTATION	DM 10/6-10/12/2024
4425	11/20/2024	612.50	DIRECT MEDICAL TRANSPORTATION	DM 11/1-11/2/2024
4426	11/20/2024	3,933.25	K & M MEDIVAN	KM 10/1-10/5/2024
4426	11/20/2024	6,216.00	K & M MEDIVAN	KM 10/14-10/20/2024
4426	11/20/2024	7,800.00	K & M MEDIVAN	KM 10/21-10/27/2024
4426	11/20/2024	5,901.00	K & M MEDIVAN	KM 10/28-10/31/2024
4426	11/20/2024	7,329.00	K & M MEDIVAN	KM 10/6-10/13/2024
4427	11/20/2024	21,945.75	QUICK CAB LLC	QC 10.2024
4428	11/20/2024	11,243.20	Ride Connection Bridge	WSA 10/1-10/12/2024
4429	11/20/2024	27,342.60	RYANS TRANSPORTATION SERVICE	RT 10/13-10/19/2024
4429	11/20/2024	23,208.20	RYANS TRANSPORTATION SERVICE	RT 10/27-10/31/2024
4429	11/20/2024	26,421.80	RYANS TRANSPORTATION SERVICE	RT 10/6-10/12/2024
4429	11/20/2024	29,977.40	RYANS TRANSPORTATION SERVICE	RT 11/3-11/9/2024
4429	11/20/2024	21,653.60	RYANS TRANSPORTATION SERVICE	RT 10/1-10/5/2024
4430	11/20/2024	436.95	WILLAMETTE VALLEY TRANSPORT	WVT 10.2024
4431	11/20/2024	1,200.00	XTransit Solutions	TRAINING PACKAGE
4432	11/27/2024	254.00	MEDIX AMBULANCE	NWR After Hour Service
4433	11/27/2024	2,904.20	AAA RIDE ASSIST	11/1-11/9/2024
4433	11/27/2024	2,472.95	AAA RIDE ASSIST	11/10-11/16/2024
4434	11/27/2024	12,214.50	COLUMBIA MEDICAL	11/10-11/16/2024
4434	11/27/2024	11,447.25	COLUMBIA MEDICAL	11/3-11/9/2024
4435	11/27/2024	6,735.00	COLUMBIA COUNTY RIDER	OCTOBER 2024
4436	11/27/2024	2,346.50	DIRECT MEDICAL TRANSPORTATION	11/10-11/19/2024
4436	11/27/2024	2,815.50	DIRECT MEDICAL TRANSPORTATION	11/3-11/9/2024
4437	11/27/2024	7,045.50	MEDIX AMBULANCE	11/10-11/16/2024
4437	11/27/2024	8,314.00	MEDIX AMBULANCE	11/17-11/23/2024
4438	11/27/2024	3,822.00	Ronald McDonald House	OCTOBER 2024

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 11/1/2024 Through 11/30/2024

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4439	11/27/2024	26,722.20	RYANS TRANSPORTATION SERVICE	11/10-11/17/2024
4440	11/27/2024	100.00	SUNSET EMPIRE TRANSIT	BUS PASS 10.2024
ACH GENSYS	11/14/2024	16,707.60	GenXsys Solutions, LLC	COMPUTERS
ACH POA 11.24	11/15/2024	254.45	Pacific Office Automation	OFFICE LEASE 11.2024
Report Total		<u>1,132,082.05</u>		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 11/1/2024 Through 11/30/2024

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4710	11/7/2024	1,762.50	CHRISSEY'S CLEANING SERVICE	Admin Janitorial Service 10/1-10/30/2024
4711	11/7/2024	312.18	City Of Tillamook	Admin Water/Sewer 10/1-10/31/2024
4712	11/7/2024	200.00	K & J Norris Pressure Washing	Admin Bldg Gutter Cleaning
4713	11/7/2024	880.98	Tillamook PUD	Admin Electric 9/12 - 10/14/2024
4714	11/13/2024	190.10	City Sanitary Service	Cardboard Recycling/Container Rent 1.5YD1XW
4715	11/13/2024	626.06	Marie Mills Center, Inc	Admin Janitorial Service October 2024
4715	11/13/2024	53.89	Marie Mills Center, Inc	Admin Janitorial Supplies October 2024
4716	11/20/2024	335.17	EC Electric	Breakroom Light Repair
4717	11/20/2024	405.00	IconiPro Security & Alarms	Fire Alarm Inspection/Report
4718	11/20/2024	697.00	METRO OVERHEAD DOOR, INC.	Service Call Single Slide Gate
Report Total		5,462.88		

Tillamook County Transportation District
Financial Statement
01 - General Fund

From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	3500	0.00	96,690.83	1,160,290.00	(1,160,290.00)	0.00%
Fares	4000	6,703.41	20,562.50	246,750.00	(185,146.55)	24.96%
Contract Revenue	4020	0.00	28,260.25	339,123.00	(258,573.88)	23.75%
Property Tax	4100	891,160.87	101,302.08	1,215,625.00	(314,239.02)	74.15%
Past Years Property Tax	4110	3,407.52	1,013.00	12,156.00	(3,641.26)	70.04%
State Timber Revenue	4120	33,166.96	17,805.17	213,662.00	(134,240.90)	37.17%
Mass Transit State Payroll Tax	4130	0.00	9,983.33	119,800.00	(47,089.47)	60.69%
Capital Grants	4210	0.00	149,833.33	1,798,000.00	(1,798,000.00)	0.00%
Grants - FTA 5311	4220	0.00	150,086.25	1,801,035.00	(1,801,035.00)	0.00%
Grants - COVID	4221	0.00	18,910.42	226,925.00	(226,925.00)	0.00%
Grants - 5311 (f)	4240	0.00	30,000.00	360,000.00	(360,000.00)	0.00%
Grants - 5310	4245	0.00	8,688.50	104,262.00	(104,262.00)	0.00%
Grants - 5305	4246	0.00	7,032.92	84,395.00	(84,395.00)	0.00%
Special Bus Operations	4300	0.00	41.67	500.00	(500.00)	0.00%
Miscellaneous Income	4400	0.00	1,116.75	13,401.00	(13,100.53)	2.24%
Sale of Assets - Income	4410	0.00	250.00	3,000.00	(3,000.00)	0.00%
Interest Income	4510	4,640.41	3,500.00	42,000.00	(21,765.84)	48.17%
Transfer From General Fund	4911	17,660.00	0.00	0.00	35,320.00	0.00%
Transfer from NWOTA	4917	0.00	(250.00)	(3,000.00)	3,000.00	0.00%
Transfer from STIF Fund	4918	0.00	(37,753.67)	(453,044.00)	453,044.00	0.00%
Total Resources		<u>956,739.17</u>	<u>607,073.33</u>	<u>7,284,880.00</u>	<u>(6,024,840.45)</u>	<u>17.30%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	52,737.62	45,143.66	541,724.00	349,300.76	35.52%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
5020 Payroll: Dispatch	12,434.00	15,202.42	33,676.27	182,429.00	148,752.73	18.45%
5030 Payroll: Drivers	94,492.27	120,808.67	363,015.80	1,449,704.00	1,086,688.20	25.04%
5040 Payroll: Maintenance	20,212.50	15,158.42	71,928.52	181,901.00	109,972.48	39.54%
5050 Payroll Expense	15,211.63	15,094.33	51,166.04	181,132.00	129,965.96	28.24%
5051 Payroll Healthcare	32,690.19	49,015.83	157,049.01	588,190.00	431,140.99	26.70%
5052 Payroll Retirement	5,018.76	7,834.17	26,859.96	94,010.00	67,150.04	28.57%
5053 Payroll Veba	3,542.04	3,701.25	15,991.93	44,415.00	28,423.07	36.00%
Workers Compensation Ins.	0.00	2,800.00	39,677.43	33,600.00	(6,077.43)	118.08%
Total Personnel Services	236,339.01	274,758.75	951,788.20	3,297,105.00	2,345,316.80	28.87%
Materials and Services						
5100 Professional Services	803.82	10,893.75	49,850.33	130,725.00	80,874.67	38.13%
5103 Planning	0.00	4,166.67	0.00	50,000.00	50,000.00	0.00%
5120 Dues & Subscriptions	0.00	1,542.92	11,219.54	18,515.00	7,295.46	60.59%
5140 Office Equipment R&R	0.00	323.75	1,017.80	3,885.00	2,867.20	26.19%
5145 Computer R&M	5,250.55	2,146.08	11,868.87	25,753.00	13,884.13	46.08%
5150 Fees & Licenses	0.00	1,966.42	7,342.89	23,597.00	16,254.11	31.11%
5160 Insurance	0.00	14,494.16	(3,732.63)	173,930.00	177,662.63	(2.14)%
5170 Office Expense	635.89	896.92	2,933.58	10,763.00	7,829.42	27.25%
5175 Board Expense	1,301.88	1,561.42	6,954.33	18,737.00	11,782.67	37.11%
5180 Operational Expense	1,417.72	5,085.83	13,117.19	61,030.00	47,912.81	21.49%
5185 Drug & Alcohol Administration	120.00	131.25	460.00	1,575.00	1,115.00	29.20%
5190 Marketing	0.00	7,322.42	4,892.41	87,869.00	82,976.59	5.56%
5210 Telephone Expense	440.80	2,864.33	5,922.75	34,372.00	28,449.25	17.23%
5220 Travel & Training	80.10	1,925.00	13,629.63	23,100.00	9,470.37	59.00%
5240 Vehicle Expense	14,836.30	18,750.00	60,701.29	225,000.00	164,298.71	26.97%
5245 Diesel & Gasoline Fuel	7,506.12	32,917.50	73,692.30	395,010.00	321,317.70	18.65%

Tillamook County Transportation District
Financial Statement
01 - General Fund

From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
5247 Propane Fuel	47.39	5,000.00	1,408.79	60,000.00	58,591.21	2.34%
5260 Postage	0.00	110.92	367.74	1,331.00	963.26	27.62%
5266 Member Mileage Reimbursement	0.00	2,866.25	10,000.00	34,395.00	24,395.00	29.07%
5270 Mgmt/Labor Recreation Fund	0.00	343.25	0.00	4,119.00	4,119.00	0.00%
5285 Transit Center Maint	1,622.83	1,780.42	9,836.45	21,365.00	11,528.55	46.04%
5346 Operations Facility Maint.	199.83	367.50	1,715.72	4,410.00	2,694.28	38.90%
Total Materials and Services	34,263.23	117,456.76	283,198.98	1,409,481.00	1,126,282.02	20.09%
Transfers						
9150 Transfer to Vehicle Reserve	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
9160 Transfer to NWOTA Fund	0.00	93,169.58	0.00	1,118,035.00	1,118,035.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	18,945.50	0.00	227,346.00	227,346.00	0.00%
Total Transfers	0.00	112,365.08	0.00	1,348,381.00	1,348,381.00	0.00%
Capital Outlay						
Capital Purchases						
6000 Bus Replacement/Addition	0.00	140,833.33	0.00	1,690,000.00	1,690,000.00	0.00%
6010 Van Replacement/Addition	0.00	24,333.33	0.00	292,000.00	292,000.00	0.00%
6050 Other Capital Projects	0.00	13,333.33	600.00	160,000.00	159,400.00	0.37%
Total Capital Purchases	0.00	178,499.99	600.00	2,142,000.00	2,141,400.00	0.03%
Total Capital Outlay	0.00	178,499.99	600.00	2,142,000.00	2,141,400.00	0.03%
Total Expenses	270,602.24	683,080.58	1,235,587.18	8,196,967.00	6,961,379.82	15.07%

Tillamook County Transportation District
Financial Statement

02 - Property Management Fund
From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	0.00	3,750.00	0.00	45,000.00	(45,000.00)	0.00%
Lease Income	3,400.00	3,000.00	10,200.00	36,000.00	(25,800.00)	28.33%
Lease Operational Exp Income	0.00	108.33	0.00	1,300.00	(1,300.00)	0.00%
Transfer From General Fund	0.00	(1,020.92)	0.00	(12,251.00)	12,251.00	0.00%
Total Resources	3,400.00	5,837.41	10,200.00	70,049.00	(59,849.00)	14.56%
Expenses						
Materials and Services						
Professional Services	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Property Operating Expense	1,615.46	2,502.50	7,743.09	30,030.00	22,286.91	25.78%
Property Maint. & Repair	2,768.36	3,079.33	16,245.79	36,952.00	20,706.21	43.96%
Total Materials and Services	4,383.82	5,748.50	23,988.88	68,982.00	44,993.12	34.78%
Capital Outlay						
Debt Service						
OTIB TVC Loan 0071	0.00	913.25	5,479.32	10,959.00	5,479.68	49.99%
OTIB Loan 0061	0.00	2,192.50	13,155.22	26,310.00	13,154.78	50.00%
Total Debt Service	0.00	3,105.75	18,634.54	37,269.00	18,634.46	50.00%
Capital Purchases						
Building Repair & Renovation	0.00	0.00	3,525.34	0.00	(3,525.34)	0.00%
Total Capital Purchases	0.00	0.00	3,525.34	0.00	(3,525.34)	0.00%
Total Capital Outlay	0.00	3,105.75	22,159.88	37,269.00	15,109.12	59.46%
Total Expenses	4,383.82	8,854.25	46,148.76	106,251.00	60,102.24	43.43%

Tillamook County Transportation District

Financial Statement

04 - Capital Reserve Fund

From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	3500	107,136.42	0.00	1,285,637.00	(1,285,637.00)	0.00%
Interest Income	4510	2,083.33	25,783.76	25,000.00	783.76	103.13%
Total Resources		<u>109,219.75</u>	<u>25,783.76</u>	<u>1,310,637.00</u>	<u>(1,284,853.24)</u>	<u>1.97%</u>
Expenses						
Transfers						
Transfer to GF Grant Match	9165	21,246.83	0.00	254,962.00	254,962.00	0.00%
Reserve for Future Expenditure	9175	87,972.92	0.00	1,055,675.00	1,055,675.00	0.00%
Total Transfers		<u>109,219.75</u>	<u>0.00</u>	<u>1,310,637.00</u>	<u>1,310,637.00</u>	<u>0.00%</u>
Total Expenses		<u>109,219.75</u>	<u>0.00</u>	<u>1,310,637.00</u>	<u>1,310,637.00</u>	<u>0.00%</u>

Tillamook County Transportation District

Financial Statement

05 - Vehicle Purchase Reserve Fund
From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	3500	3,102.08	0.00	37,225.00	(37,225.00)	0.00%
Transfer From General Fund	4911	(250.00)	0.00	(3,000.00)	3,000.00	0.00%
Total Resources	0.00	2,852.08	0.00	34,225.00	(34,225.00)	0.00%
Expenses						
Transfers						
Reserve for Future Expenditure	9175	3,352.08	0.00	40,225.00	40,225.00	0.00%
Total Transfers	0.00	3,352.08	0.00	40,225.00	40,225.00	0.00%
Total Expenses	0.00	3,352.08	0.00	40,225.00	40,225.00	0.00%

Tillamook County Transportation District

Financial Statement

06 - Bus Wash Maintenance Reserve
From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
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 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
4225 NWOTA Partner Cont. Match	0.00	29,542.50	12,000.00	354,510.00	(342,510.00)	3.38%
4911 Transfer From General Fund	0.00	(79,836.25)	0.00	(958,035.00)	958,035.00	0.00%
4918 Transfer from STIF Fund	0.00	(13,333.33)	0.00	(160,000.00)	160,000.00	0.00%
Total Resources	0.00	(56,960.41)	12,000.00	(683,525.00)	695,525.00	(1.76)%
Expenses						
Materials and Services						
5100 Professional Services	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
5101 Administrative Support	0.00	2,083.33	176.93	25,000.00	24,823.07	0.70%
5102 Website Maintenance	3,300.00	3,333.33	16,500.00	40,000.00	23,500.00	41.25%
5190 Marketing	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
5220 Travel & Training	0.00	0.00	611.07	0.00	(611.07)	0.00%
Total Materials and Services	3,300.00	6,250.00	17,288.00	75,000.00	57,712.00	23.05%
Transfers						
9130 Transfer to General Fund	0.00	250.00	0.00	3,000.00	3,000.00	0.00%
9180 Unappropriated Ending Fund Bal	0.00	29,709.17	0.00	356,510.00	356,510.00	0.00%
Total Transfers	0.00	29,959.17	0.00	359,510.00	359,510.00	0.00%
Capital Outlay						
Capital Purchases						
6040 Bus Stop Signage/Shelters	0.00	79,836.25	0.00	958,035.00	958,035.00	0.00%
6050 Other Capital Projects	0.00	13,333.33	0.00	160,000.00	160,000.00	0.00%
Total Capital Purchases	0.00	93,169.58	0.00	1,118,035.00	1,118,035.00	0.00%
Total Capital Outlay	0.00	93,169.58	0.00	1,118,035.00	1,118,035.00	0.00%
Total Expenses	3,300.00	129,378.75	17,288.00	1,552,545.00	1,535,257.00	1.11%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	0.00	83,333.33	0.00	1,000,000.00	(1,000,000.00)	0.00%
NWR Revenue	472,620.96	437,389.58	2,328,832.80	5,248,675.00	(2,919,842.20)	44.36%
NWR Reserve	0.00	35,333.33	0.00	424,000.00	(424,000.00)	0.00%
Interest Income	0.00	1,186.67	0.00	14,240.00	(14,240.00)	0.00%
Total Resources	<u>472,620.96</u>	<u>557,242.91</u>	<u>2,328,832.80</u>	<u>6,686,915.00</u>	<u>(4,358,082.20)</u>	<u>34.83%</u>
Expenses						
Personnel Services						
Payroll: Administration	46,465.50	36,004.92	163,710.96	432,059.00	268,348.04	37.89%
Payroll: Indirect	1,559.70	1,948.42	5,718.90	23,381.00	17,662.10	24.45%
Payroll Expense	3,716.74	3,294.08	15,612.37	39,529.00	23,916.63	39.49%
Payroll Healthcare	6,512.86	9,378.17	34,525.23	112,538.00	78,012.77	30.67%
Payroll Retirement	4,465.52	2,893.17	15,869.37	34,718.00	18,848.63	45.70%
Payroll Veba	1,454.64	1,357.17	7,723.20	16,286.00	8,562.80	47.42%
Workers Compensation Ins.	0.00	43.75	0.00	525.00	525.00	0.00%
Total Personnel Services	<u>64,174.96</u>	<u>54,919.68</u>	<u>243,160.03</u>	<u>659,036.00</u>	<u>415,875.97</u>	<u>36.90%</u>
Materials and Services						
Professional Services	0.00	437.50	814.88	5,250.00	4,435.12	15.52%
Office Equipment R&R	0.00	2,500.00	1,017.80	30,000.00	28,982.20	3.39%
Computer R&M	19,205.78	1,856.50	29,789.45	22,278.00	(7,511.45)	133.71%
Fees & Licenses	0.00	5,416.67	0.00	65,000.00	65,000.00	0.00%
Insurance	0.00	545.58	0.00	6,547.00	6,547.00	0.00%
Office Expense	129.49	583.33	1,234.42	7,000.00	5,765.58	17.63%
Operational Expense	105.21	625.00	887.52	7,500.00	6,612.48	11.83%
Telephone Expense	812.51	1,854.17	10,302.81	22,250.00	11,947.19	46.30%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Travel & Training	5220 1,200.00	131.25	3,887.73	1,575.00	(2,312.73)	246.84%
Postage	5260 0.00	43.75	39.80	525.00	485.20	7.58%
Purchased Transportation	5265 306,866.57	333,333.33	1,699,679.17	4,000,000.00	2,300,320.83	42.49%
Member Mileage Reimbursement	5266 0.00	35,000.00	150,000.00	420,000.00	270,000.00	35.71%
Volunteer Mileage Reimburse	5267 13,361.60	50,000.00	178,061.35	600,000.00	421,938.65	29.67%
Office Rent	5281 0.00	1,250.00	0.00	15,000.00	15,000.00	0.00%
Property Operating Expense	5300 0.00	262.50	0.00	3,150.00	3,150.00	0.00%
Total Materials and Services	341,681.16	433,839.58	2,075,714.93	5,206,075.00	3,130,360.07	39.87%
Transfers						
Reserve for Future Expenditure	9175 0.00	35,333.33	0.00	424,000.00	424,000.00	0.00%
Unappropriated Ending Fund Bal	9180 0.00	24,817.08	0.00	297,805.00	297,805.00	0.00%
Total Transfers	0.00	60,150.41	0.00	721,805.00	721,805.00	0.00%
Capital Outlay						
Capital Purchases						
Ecolane Investment	6022 0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Capital Purchases	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Capital Outlay	0.00	8,333.33	0.00	100,000.00	100,000.00	0.00%
Total Expenses	405,856.12	557,243.00	2,318,874.96	6,686,916.00	4,368,041.04	34.68%

Tillamook County Transportation District
Financial Statement
10 - STIF

From 11/1/2024 Through 11/30/2024

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	42%
Resources						
Working Capital	0.00	14,192.50	0.00	170,310.00	(170,310.00)	0.00%
STIF Formula	0.00	37,753.67	273,052.00	453,044.00	(179,992.00)	60.27%
STIF Intercommunity	0.00	29,866.67	0.00	358,400.00	(358,400.00)	0.00%
Interest Income	357.52	0.00	1,758.77	0.00	1,758.77	0.00%
Transfer From General Fund	17,660.00	0.00	17,660.00	0.00	17,660.00	0.00%
Total Resources	18,017.52	81,812.84	292,470.77	981,754.00	(689,283.23)	29.79%
Expenses						
Special Payments						
STF Payments to Recipients	0.00	1,766.00	0.00	21,192.00	21,192.00	0.00%
STIF Payments to Recipients	0.00	2,071.75	0.00	24,861.00	24,861.00	0.00%
Total Special Payments	0.00	3,837.75	0.00	46,053.00	46,053.00	0.00%
Transfers						
Transfer to General Fund	0.00	50,773.67	0.00	609,284.00	609,284.00	0.00%
Transfer to NWOTA Fund	0.00	13,333.33	0.00	160,000.00	160,000.00	0.00%
Transfer to STIF	0.00	0.00	17,660.00	0.00	(17,660.00)	0.00%
Reserve for Future Expenditure	0.00	7,372.08	0.00	88,465.00	88,465.00	0.00%
Unappropriated Ending Fund Bal	0.00	6,496.00	0.00	77,952.00	77,952.00	0.00%
Total Transfers	0.00	77,975.08	17,660.00	935,701.00	918,041.00	1.89%
Total Expenses	0.00	81,812.83	17,660.00	981,754.00	964,094.00	1.80%

UMPQUA BANK: CLOSING DATE 11/25/2024

Date	Vendor	Description of Transaction	Amount
CATHY BOND			
10/24/24	Fieldprint	TCTD Background Check	\$12.50
10/24/24	Endicia	TCTD Postage	\$50.00
10/24/24	Language Line	NWR Phone/Interpreter	\$23.70
10/25/24	Language Line	NWR Phone/Interpreter	\$31.60
10/28/24	Publix	NWR Ecolane Training/Meal	\$33.68
10/28/24	Sonny's BBQ	NWR Ecolane Training/Meal	\$61.40
10/29/24	Broadway Deli	NWR Ecolane Training/Meal	\$10.75
10/30/24	Language Line	NWR Phone/Interpreter	\$71.10
10/30/24	Language Line	NWR Phone/Interpreter	\$39.50
10/31/24	Language Line	NWR Phone/Interpreter	\$39.50
10/31/24	Language Line	NWR Phone/Interpreter	\$23.70
11/01/24	PDX Airport Parking	NWR Ecolane Training/Parking	\$83.00
11/01/24	Language Line	NWR Phone/Interpreter	\$7.90
11/04/24	Applebees	NWR Ecolane Training/Meal	\$52.17
11/04/24	Endicia	NWR Membership Fee	\$9.95
11/04/24	Language Line	NWR Phone/Interpreter	\$31.60
11/06/24	Fieldprint	NWR Background Check	\$12.50
11/07/24	Onstar Services	Membership Fee - Shop Truck	\$15.00
11/12/24	Language Line	NWR Phone/Interpreter	\$23.70
11/12/24	Language Line	NWR Phone/Interpreter	\$23.70
11/13/24	Language Line	NWR Phone/Interpreter	\$43.45
11/13/24	Language Line	NWR Phone/Interpreter	\$27.65
11/14/24	Language Line	NWR Phone/Interpreter	\$23.70
11/15/24	Endicia	TCTD Postage	\$50.00
11/18/24	Endicia	TCTD Membership Fee	\$29.99
11/18/24	Amazon Prime	Membership Fee	\$14.99
11/18/24	Onstar Services	Membership Fee-Shop Truck Wi Fi	\$9.99
11/18/24	Language Line	NWR Phone/Interpreter	\$15.80
11/19/24	Amazon Prime	NWR Volunteers/Supplies	\$264.28
11/19/24	Amazon Prime	NWR Volunteers/Holiday Gifts	\$256.85
11/19/24	Amazon Prime	NWR Volunteers/Supplies	\$209.97
11/22/24	Iron Mountain	Office Shredder	\$179.98
11/22/24	Language Line	NWR Phone/Interpreter	\$43.45
11/25/24	Language Line	NWR Phone/Interpreter	\$51.35
11/25/24	Language Line	NWR Phone/Interpreter	\$27.65
11/25/24	Adobe Inc	Office Software	\$161.96
11/25/24	Language Line	NWR Phone/Interpreter	\$39.50
11/25/24	Language Line	NWR Phone/Interpreter	\$27.65
11/25/24	Language Line	NWR Phone/Interpreter	\$15.80
11/25/24	Language Line	NWR Phone/Interpreter	\$19.75
			\$2,170.71
BRIAN VITULLI			
10/28/24	Pacific Edge Espresso	Oregon Public Transportation Conf./Meal	\$8.00
10/28/24	Inn at Seaside Hotel	Oregon Public Transportation Conf./Lodging	\$398.25
10/29/24	Pizza a 'fetta	Oregon Public Transportation Conf./Meal	\$44.95
10/31/24	Me Latte	Oregon Public Transportation Conf./Meal	\$7.75
11/07/24	VistaPrint	Marketing/Business Cards	\$49.98
11/13/24	4Imprint	Marketing/Neck Wallets	\$306.73
			\$815.66
MIKE REED			
10/24/24	USPS	Postage	\$2.93
10/24/24	USPS	Postage	\$2.93
11/07/24	La Mexicana	Operation/Meal	\$35.00
11/12/24	Ecoguard Pest	Facility Maintenance	\$92.00
11/18/24	Trackside Café	Training Meal	\$12.59
11/25/24	USPS	Postage	\$4.40
11/25/24	La Mexicana	Operation/Meal	\$38.00
			\$187.85
Grand Total Due			\$3,174.22
DATE			

APPROVAL

Brian Vitulli 1/9/2025



November 2024 Statement

Open Date: 10/24/2024 Closing Date: 11/25/2024

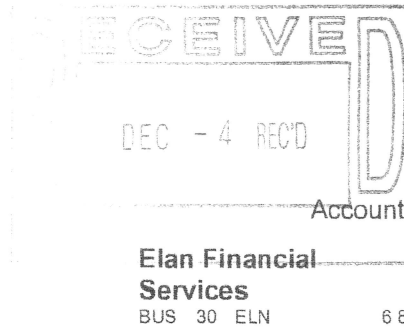


Visa® Company Card with Rewards

TILLAMOOK CNTY TRANS (CPN 001469460)

New Balance	\$3,174.22
Minimum Payment Due	\$32.00
Payment Due Date	12/22/2024

Reward Points	
Earned This Statement	3,459
Reward Center Balance as of 11/24/2024	178,124
For details, see your rewards summary.	



1-866-552-8855

Activity Summary		
Previous Balance	+	\$9,401.54
Payments	-	\$9,268.39 ^{CR}
Other Credits		\$0.00
Purchases	+	\$3,174.22
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged	-	\$39.00 ^{CR}
Interest Charged	-	\$94.15 ^{CR}
New Balance	=	\$3,174.22 <i>pd</i>
Past Due		\$0.00
Minimum Payment Due		\$32.00
Credit Line		\$10,000.00
Available Credit		\$6,825.78
Days in Billing Period		33

*paid 12/23/24 @ 11:10am
conf # 2412231312461*

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



000003174227

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

☎ . to pay by phone
☎ . to change your address

000113694 01 SP 000638851733265 P Y

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



Account Number	7790
Payment Due Date	12/22/2024
New Balance	\$3,174.22
Minimum Payment Due	\$32.00

Amount Enclosed \$ 3,174.22

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




Visa Business Rewards Company Card
Rewards Center Activity as of 11/24/2024

Rewards Center Activity*	0
Rewards Center Balance	178,124

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,888	42,294
Gas, Restaurants & Telecom Double Points	571	5,793
Total Earned	3,459	48,087

Points Expiring on 12/31/2024: 14176

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					
10/24	10/24	1314	FIELDPRINT 888-291-1369 PA	\$12.50	_____
10/24	10/23	8972	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____
10/24	10/23	0076	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____
10/25	10/24	5088	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____
10/28	10/27	5538	PUBLIX #770 CHAMPIONS GT FL	\$33.68	_____
10/28	10/28	5462	TST* SONNY'S BBQ - 020 MELBOURNE FL	\$61.40	_____
10/29	10/27	5604	OMNI ORLANDO BROADWAY CHAMPIONS GAT FL	\$10.75	_____
10/30	10/29	5896	LANGUAGE LINE, INC. 800-7526096 CA	\$71.10	_____
10/30	10/29	8279	LANGUAGE LINE, INC. 800-7526096 CA	\$39.50	_____
10/31	10/30	5412	LANGUAGE LINE, INC. 800-7526096 CA	\$39.50	_____
10/31	10/30	1979	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____
11/01	10/31	8658	PDX AIRPORT PARKING PORTLAND OR	\$83.00	_____
11/01	10/31	4594	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____
11/04	10/31	3235	APPLEBEES 2106011 BEAVERTON OR	\$52.17	_____
11/04	11/02	4263	ENDICIA 800-576-3279 TX	\$9.95	_____

Continued on Next Page

Transactions		BOND, CATHY			Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
11/04	11/02	7567	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____	
11/06	11/06	1959	FIELDPRINT 888-291-1369 PA	\$12.50	_____	
11/07	11/06	4088	ONSTAR DATA PLAN AT&T 888-466-7827 TX	\$15.00	_____	
11/12	11/08	4134	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____	
11/12	11/09	0044	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____	
11/13	11/12	9853	LANGUAGE LINE, INC. 800-7526096 CA	\$43.45	_____	
11/13	11/12	3986	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____	
11/14	11/13	8108	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____	
11/15	11/14	3160	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____	
11/18	11/15	2981	ENDICIA 800-576-3279 TX	\$29.99	_____	
11/18	11/16	0935	Amazon Prime*KH2128JO3 Amzn.com/bill WA	\$14.99	_____	
11/18	11/16	4030	OnStar, LLC 888-4667827 MI	\$9.99	_____	
11/18	11/16	8835	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	_____	
11/19	11/19	5678	AMAZON MKTPL*490G39AJ3 Amzn.com/bill WA	\$264.28	_____	
11/19	11/18	5611	POSITIVE PROMOTIONS 800-6352666 NY	\$256.85	_____	
11/19	11/18	9548	AMAZON MKTPL*916XH9OE3 Amzn.com/bill WA	\$209.97	_____	
11/22	11/21	6866	BTS*IRONMOUNTAIN 470-792-4840 MA	\$179.98	_____	
11/22	11/21	9187	LANGUAGE LINE, INC. 800-7526096 CA	\$43.45	_____	
11/25	11/22	0998	LANGUAGE LINE, INC. 800-7526096 CA	\$51.35	_____	
11/25	11/22	8619	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____	
11/25	11/22	1413	ADOBE *ADOBE 408-536-6000 CA	\$161.96	_____	
11/25	11/23	6571	LANGUAGE LINE, INC. 800-7526096 CA	\$39.50	_____	
11/25	11/23	5076	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____	
11/25	11/23	5817	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	_____	
11/25	11/23	5717	LANGUAGE LINE, INC. 800-7526096 CA	\$19.75	_____	
			Total for Account	2022		\$2,170.71

Transactions		REED, MICHAEL			Credit Limit \$3500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
10/24	10/23	6516	USPS PO 4083680269 TILLAMOOK OR	\$2.93	_____	
10/24	10/23	6441	USPS PO 4083680269 TILLAMOOK OR	\$2.93	_____	
11/07	11/05	1789	LA MEXICANA RESTAURANT TILLAMOOK OR	\$35.00	_____	
11/12	11/11	0010	ECOGUARD PEST OREGON 503-4332847 OR	\$92.00	_____	
11/18	11/14	6927	TRACKSIDE CAFE PORTLAND OR	\$12.59	_____	
11/25	11/22	5434	USPS PO 4083680269 TILLAMOOK OR	\$4.40	_____	
11/25	11/22	0259	LA MEXICANA RESTAURANT TILLAMOOK OR	\$38.00	_____	
			Total for Account	9595		\$187.85



November 2024 Statement 10/24/2024 - 11/25/2024
 TILLAMOOK CNTY TRANS (CPN 001469460)

Page 4 of 5

Elan Financial Services (1-866-552-8855



Transactions VITULLI, BRIAN A Credit Limit \$10000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
10/28	10/27	0951	SQ *PACIFIC EDGE ESPRE Garibaldi OR	\$8.00	_____
10/28	10/27	5885	INN AT SEASIDE HOTEL WWW.INNATSEAS OR	\$398.25	_____
10/29	10/28	2700	PIZZA A'FETTA - SEASID SEASIDE OR	\$44.95	_____
10/31	10/30	4082	SQ *ME LATTE Warrenton OR	\$7.75	_____
11/07	11/06	1842	VISTAPRINT 866-207-4955 MA	\$49.98	_____
11/13	11/12	6103	4IMPRINT, INC 4IMPRINT.COM WI	\$306.73	_____
			Total for Account	9476	\$815.66

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
10/25	10/22	0051	PAYMENT THANK YOU	\$3,152.87CR	_____
10/25	10/22	0051	PAYMENT THANK YOU	\$92.00CR	_____
10/25	10/22	0051	PAYMENT THANK YOU	\$1,122.94CR	_____
11/14	11/14		PAYMENT THANK YOU	\$4,900.58CR	_____
Fees					
10/28	10/25		REVERSAL OF LATE PAYMENT FEE	\$39.00CR	_____
			TOTAL FEES FOR THIS PERIOD	\$39.00CR	
Interest Charged					
10/28	10/25		INTEREST REVERSAL	\$0.14CR	_____
10/28	10/25		INTEREST REVERSAL	\$2.99CR	_____
10/28	10/25		INTEREST REVERSAL	\$91.02CR	_____
			TOTAL INTEREST FOR THIS PERIOD	\$94.15CR	
			Total for Account	7790	\$9,401.54CR

2024 Totals Year-to-Date	
Total Fees Charged in 2024	\$0.00
Total Interest Charged in 2024	\$5.51CR

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	16.74%	
**PURCHASES	\$3,174.22	\$0.00	YES	\$0.00	16.74%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	28.49%	

Contact Us



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



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



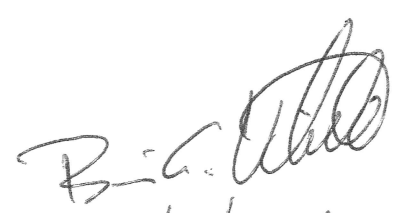
Mail payment coupon with a check
 Elan Financial Services
 P.O. Box 790408
 St. Louis, MO 63179-0408



Online
myaccountaccess.com

FRED MEYER CARD CHARGES - 10/13-11/12/2024

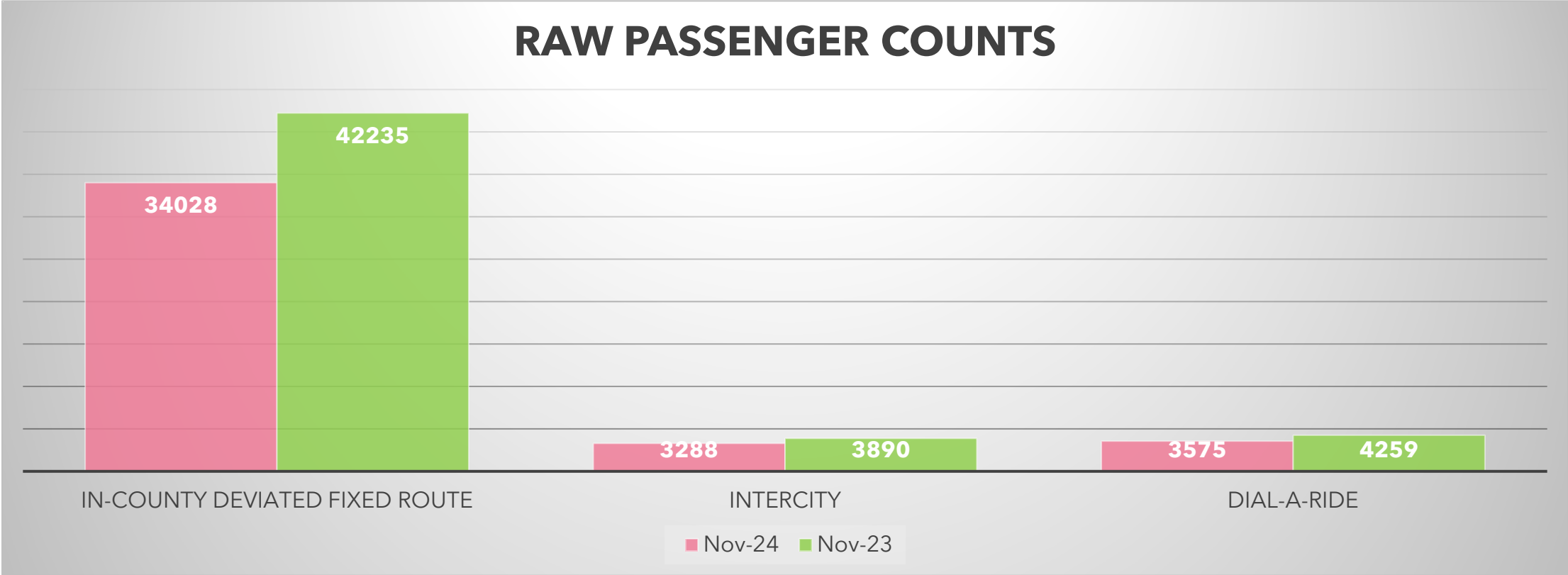
Date	Description of Transaction	Amount
CARD #3 - KERI BROWN, ADMIN ASSISTANT		
10/16/24	Operation Expense - Boss Day Cake/Decoration	\$ 22.47
10/30/24	NWR Operation Expense - 1 Year Anniversary CupCakes	\$ 8.86
10/31/24	Operation Expense -Coffee/Kitchen Supplies	\$ 43.56
10/31/24	ATU - Meal	\$ 80.10
10/31/24	Board Expense - Pop	\$ 56.69
	01-001-5180-999-00	\$ 66.03
	09-000-5180-999-00	\$ 8.86
	01-002-5220-999-00	\$ 80.10
	01-001-5180-999-00	\$ 56.69
	Total	\$ 211.68
CARD #4 - CATHY BOND, FINANCE SUPERVISOR		
10/16/24	Board Meeting Meal	\$ 51.93
	01-001-5175-999-00	\$ 51.93
CARD #6 - CRISTEL SCOTT, OPERATIONS COORDINATOR		
10/28/24	Operation Expense - Cleaning Supplies	\$ 137.14
10/29/24	Office Expense - Copier Ink Cartridge/Computer Cable	\$ 69.97
	01-002-5180-154-00	\$ 137.14
	01-001-5170-999-00	\$ 69.97
		\$ 207.11
	Grand Total	\$ 470.72
DATE	APPROVAL	


 11/20/2024

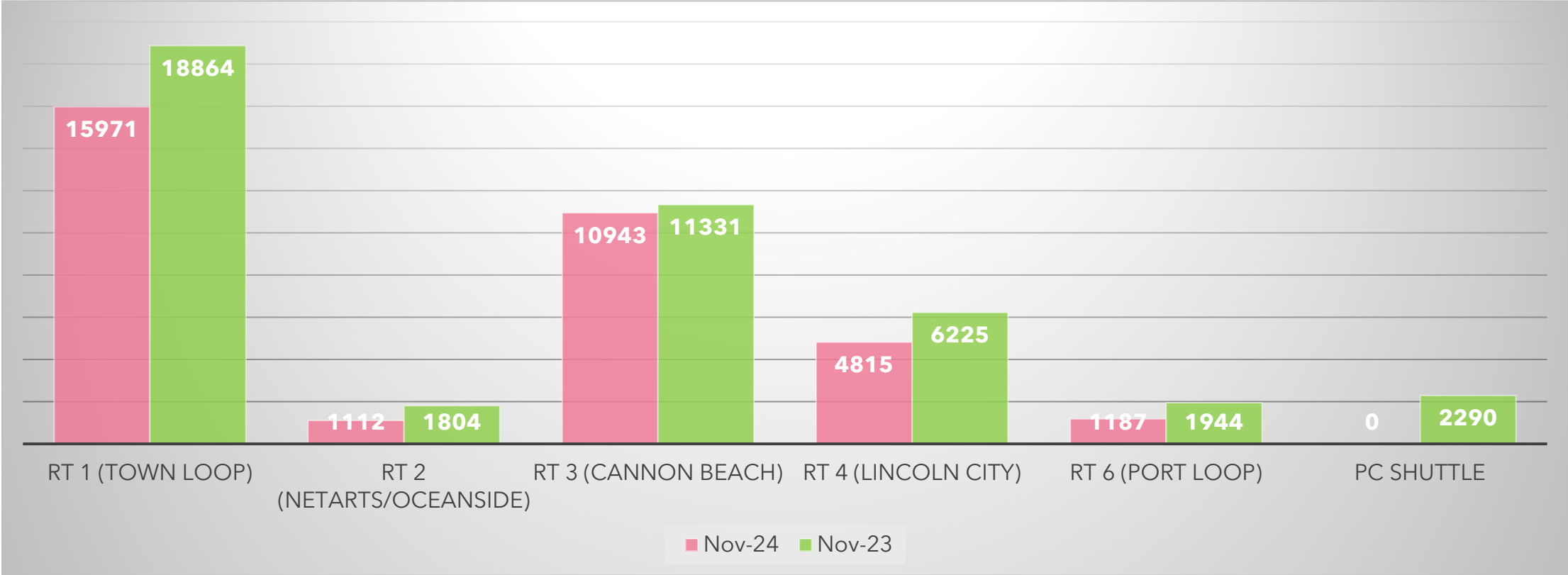
TCTD Operations
Statistics &
Performance
November 2024



YTD COMPS BY SERVICE TYPE

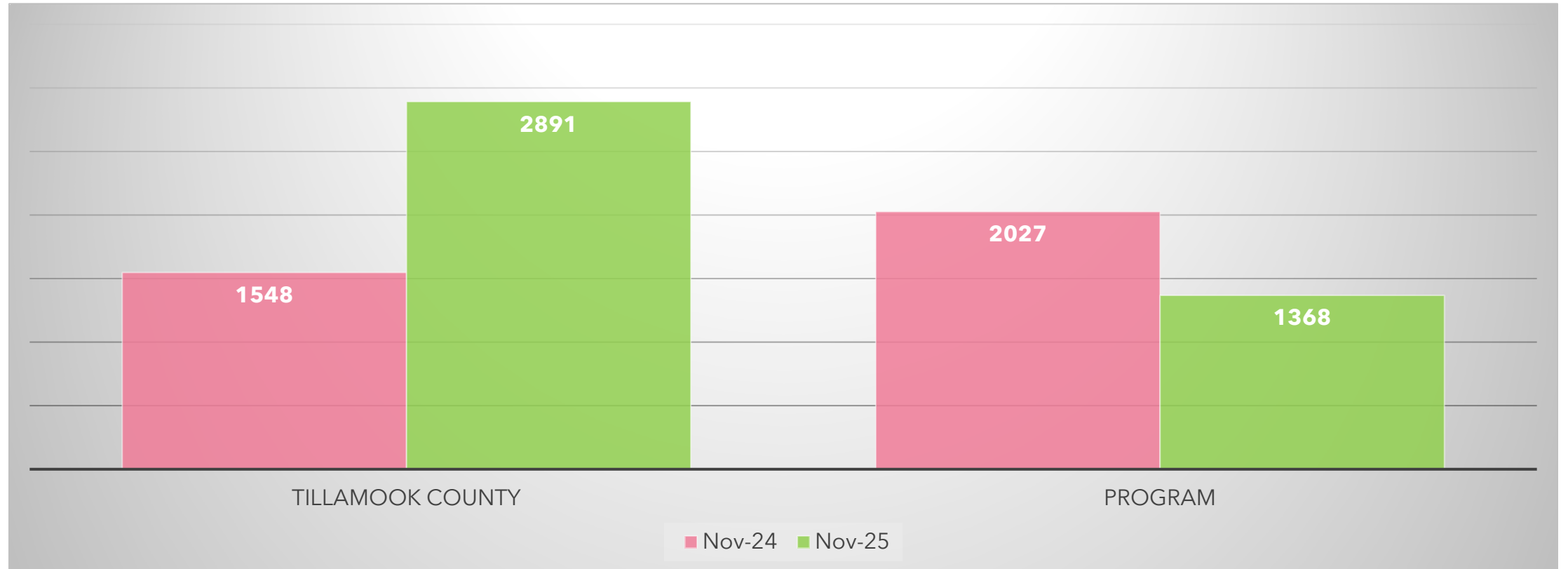


IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS

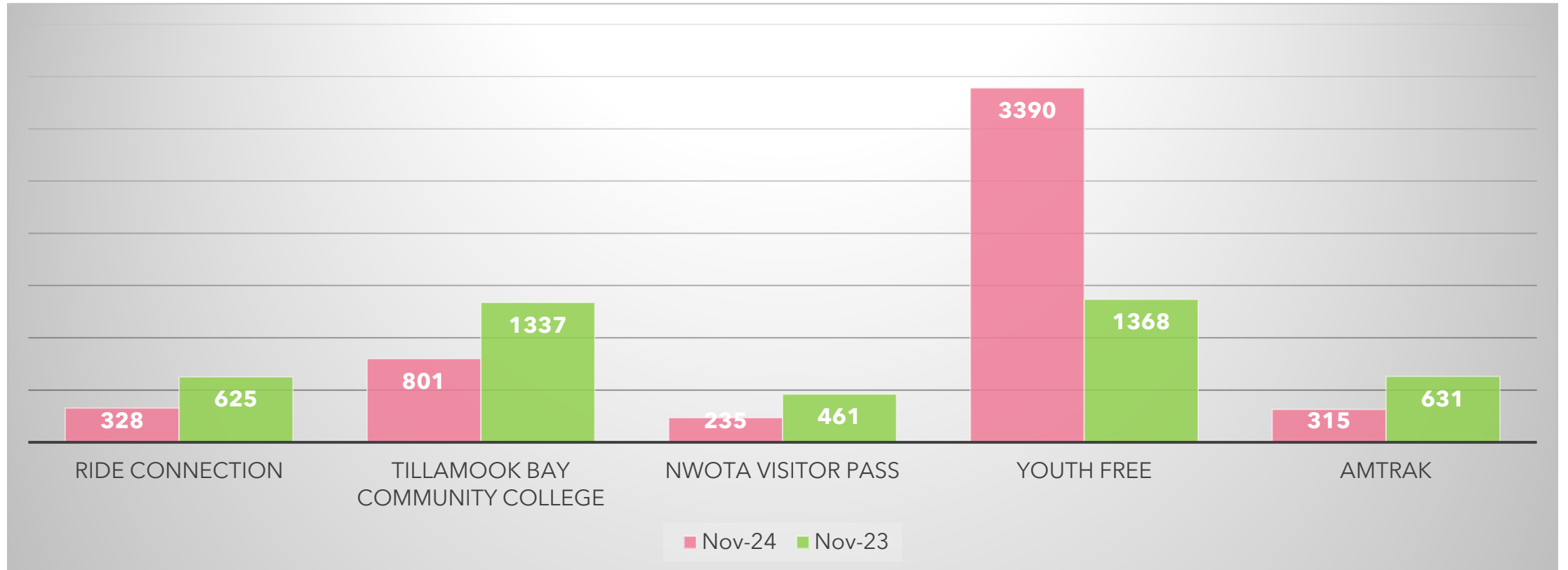


DAR RIDERSHIP BY SERVICE TYPE

YTD COMPS

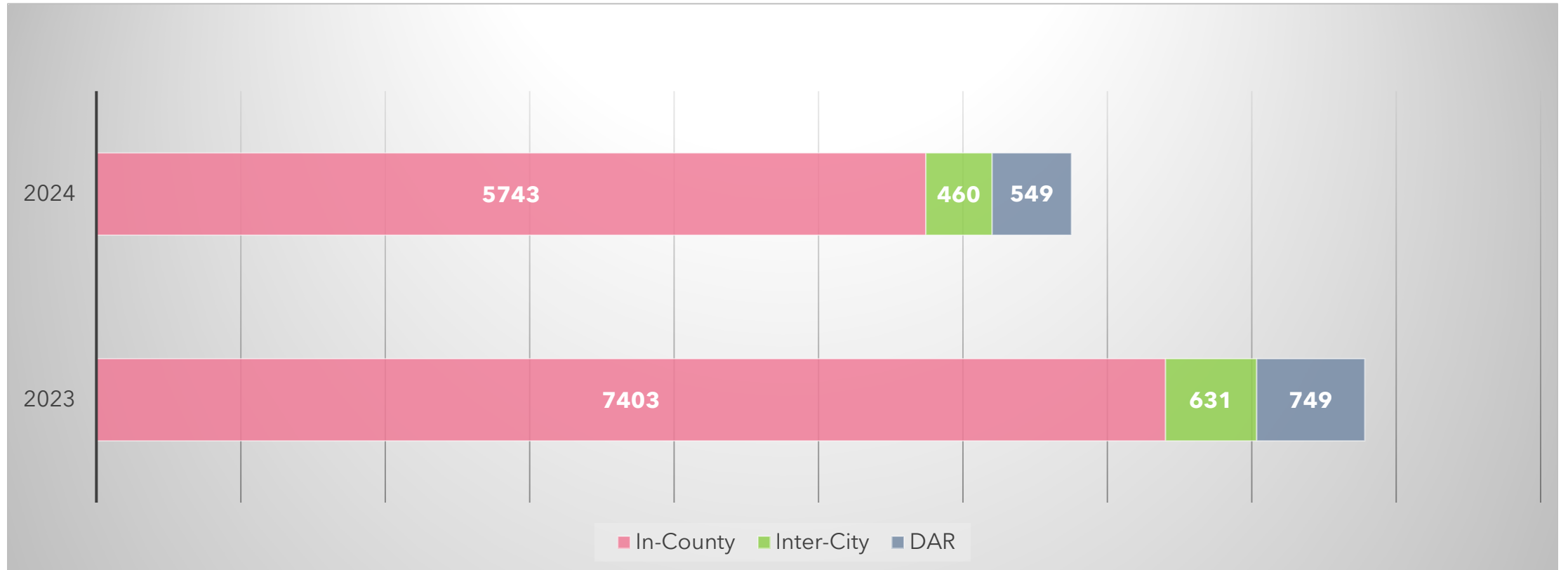


PASSENGER CATEGORIES YTD COMPS



TOTAL SERVICES RIDERSHIP

November 2024 & November 2023



Coordinating Committee In-Person Meeting

January 10, 2025 | 10:00 am—12:00 pm

HYBRID







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 - 10:10a	 Consent Calendar (Action Item) November & December Meeting Minutes Financial Report	✓	Cynda Bruce/All
10:10-10:30a	 NWOTA Standing Items Emissions/Ridership Tracking Website Updates: - Swiftly Updates - Accessibility Updates		Sarah Lu Heath
10:30-11:00a	 E-Bike Policy Discussion		All
11:00-11:10a	 Bus Stop Project Update		Brian Vitulli
11:10-11:30a	 Zero Emission Vehicle Feasibility Study		Brian Vitulli/ Sarah Lu Heath
11:30-11:45	 OCVA Service Pilot Proposal Update		All
11:45-11:50a	 New Business		All
11:50a-12:00p	 Member Updates		All

Attachments:

November & December Meeting Minutes
Ridership/Passenger Mile Tracking

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

NWOTA Meeting Minutes November 8, 2024

Hybrid meeting called to order at 10:06am.

In attendance: Cynda Bruce, John Dreeszen, Cody Franz, Sarah Lu Heath, Craig Johnston, Arla Miller, and Chris Wheatley.

Consent Calendar: Alliance reviewed carbon emissions tracking and the minutes. Financials were not available for review. Motion to accept the consent calendar made by John Dreeszen, seconded by Craig Johnston, and passed unanimously.

Standing Items: Website report was reviewed and next steps for the work plan discussed. MAC provided two methods of improving the accessibility of the NWConnector website. The group requested that MAC developers attend the next meeting to discuss the options.

The group also reviewed status of Swiftly APIs to update real-time bus tracking on the NWConnector website. LAT is currently unable to access their Swiftly data. SETD was able to provide their data to MAC.

E-Bike Policy Discussion: The group reviewed several examples of e-bike policies. Policies that prioritize people and driver discretion were preferred. The next step is to have agencies provide weight limits and tire size requirements for external bike racks.

Bus Stop Project: Work is underway to prepare the request for proposals.

Zero Emission Vehicle Feasibility Study: Agencies are working on providing requested materials to Gannett Fleming consultants.

Other Business: SETD and TCTD shared information on the Oregon Coast Visitors Association plan to begin offering redundant services during the summertime on the North Coast. Both agencies are concerned about confusion among passengers and costs and operational concerns of sharing transit centers. Cynda Bruce added concerns regarding decreased Federal funding for year-round public transit services if summer ridership is lost to competing lines.

John Dreeszen made a motion for NWOTA to submit a letter responding to OCVA's proposal, Cynda Bruce seconded the motion, it passed unanimously.

Member Updates:

Columbia County Rider received three new buses.

Lincoln County Transit is working on STIF quarterlies and will embark on their Drug and Alcohol review soon.

Sunset Empire Transit District shared information about ODOT's inability to pre-award FTA funds, causing a shift in their cash flow. This will affect all agencies, who should plan to have larger cash contingencies on hand to manage this change in funding process.

Meeting was adjourned at 12:11pm.

**NWOTA Meeting Minutes
December 13, 2024**

Hybrid meeting called to order at 10:10am.

In attendance: Cynda Bruce, John Dreeszen, Lars Faye, Cody Franz, Sarah Lu Heath, Logan Hoffman, Craig Johnston, Arla Miller, Charlene Pech, Brian Vitulli, and Chris Wheatley.

Standing Items: Standing items were moved up in the agenda to accommodate Lars Faye and Logan Hoffman, guests from MAC Collective. Faye and Hoffman discussed the process of testing websites for accessibility against state, national, and international standards. MAC created and displayed two proposed pathways to improve website accessibility. It was decided to go with the design that most closely resembles existing graphic and branding designs. MAC will begin making those changes immediately.

The Alliance also discussed efforts to achieve real-time tracking of transit vehicles on the nwconnector.org website. There is still a disconnect with Swiftly and it was decided that Sarah Lu Heath would set up a meeting with necessary parties.

It was also noted that 60x service between Lincoln City and Salem has been reinstated by another provider and should be added to the NWConnector map.

Consent Calendar: While reviewing the financial statement, it was noticed that the budget had not been updated from the last fiscal year. Corrected financial statements will be provided at the next meeting.

E-Bike Policy Discussion: The item was removed from the agenda.

Bus Stop Project: Work is underway to prepare the request for qualifications.

Zero Emission Vehicle Feasibility Study: Agencies are working on providing requested materials to Gannett Fleming consultants. The group spent a significant amount of time working on a questionnaire for the study.

Other Business: None.

Member Updates: TCTD hired five new drivers. They are also working to improve utilization of their propane fueling station operations.

The group reviewed the OTA Board's approved action regarding recommended revisions to the Statewide Transportation Improvement Fund tax rate and its distribution that will be addressed during the 2025 Legislative Session.

Meeting was adjourned at 1:24pm.

DATE: January 15, 2025
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Continuing to serve on the Maintenance and Operations Workgroup of the Oregon Legislature’s Joint Committee on Transportation. The group is continuing pre-session discussions that work toward addressing the pressing need for stable funding tools and multimodal investment to maintain and improve the transportation system and ensure safety and accessibility for all Oregonians. Final Workgroup meeting is scheduled for January 16.
- Attended NWOTA meeting on January 10.
- Asked by ODOT to serve on the partner interview panel to select a permanent Administrator for the Public Transportation Division. The Administrator serving has been on a one-year internal rotation, and the Department wishes to fill this vital position permanently. The interview panel met on Friday, December 20, 2024 and made their recommendation. The selected Administrator started Monday, January 6, 2025.
- Attended ODOT’s Region 2 Transit Roundtable Meeting on January 14.
- Attended OTA Board of Directors meeting on January 14.
- Held TCTD Transportation Advisory Committee meetings on January 8th and 14th.

Planning & Development

- Clean Bus Planning Award Program project kick-off meeting was held on October 31st regarding the ZEV Feasibility Study. The first project coordination meeting was held on December 9. The project is currently in the data collection phase, as NWOTA entities are providing fleet, operational, procurement, planning, grant, workforce, and facilities-related information.
- The phase 1 Request for Qualifications is nearly complete for the NWOTA Bus Stop Access Project. Phase 1 tasks include final design and obtaining permits for the three locations (Pacific City, Hebo, Waldport), and a NEPA analysis of the Hebo location. The District will then seek responses from three qualified firms and proceed with contracting.

Grant Funding

- Submitted two, ODOT STIF-Discretionary grant applications for 1) New fire alarm system for administration building and vehicle maintenance facility, and 2) Shelters for enhanced bus stop infrastructure constructed as part of the U.S. 101 upgrade project in Garibaldi. Oregon Transportation Commission approval is scheduled for March 3, 2025.
- Submitted Federal Formula (5310 & 5311) grant applications to ODOT on November 20, 2024. Funding will be used for preventive maintenance, capital vehicle purchases, and operations. Marie Mills Center, Inc. submitted for 5310 funds through the District as the lead agency. Their award will be used for preventive maintenance of their fleet.
- In response to ODOT's 2024-2026 Mid-Cycle Discretionary Grant Solicitation, the District was awarded Section 5304 funding in the amount of \$180,000 (\$225,000 total project cost) to update the District's Transit Development Plan. The grant period would be through December 31, 2026. (The Board of Directors will consider approval of the grant agreement under **Action Items**.)
- Finalizing the FY 2025-2027 Statewide Transportation Improvement Fund (STIF) Formula Funding Plan. Applications are due to ODOT on January 16, 2025 to cover the period July 1, 2025 through June 30, 2027. (The Board of Directors will consider approval of this Plan under **Action Items**.)

Facility/Property Management

- Remaining renovation tasks are being completed at the Transit Center.
- Vehicle Storage Facility security gate repaired on January 8. (Board approved contract at December 2024 meeting.)
- ADA controller to be installed on January 16 at the Transit Center to allow the westside doors to be fully ADA accessible. (Board approved contract at December 2024 meeting.)
- Transit Center exterior / platform cleaning occurs weekly and on an as-needed basis.

Operations/Vehicle Maintenance

- New DAR vehicle #210 was delivered on November 27.
- Request for Quotes for four new Category B buses issued on January 2, 2025. Vendor responses due on January 24, 2025.
- Two new category B buses will enter production once all components are ordered. These vehicles are long overdue, but progress is being made.
- Two Category C trolley-replica buses are in the procurement process.
- Two new Category E1 DAR vans are in the procurement process.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, December 18, 2024 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:** Secretary Bean called the meeting to order at 6:00 pm.

2. **Pledge of Allegiance**

3. **Roll Call:**

Present

TCTD Board of Directors

Gary Hanenkrat, Director
Marni Johnston, Treasurer
Jonathan Bean, Secretary
Thomas Fiorelli, Director (via Zoom)

Absent

TCTD Board of Directors

Mary Johnson, Board Chair
Linda Adler, Vice Chair

TCTD Staff

Brian Vitulli, General Manager
Cathy Bond, Finance Supervisor
Jules Deputy, Brokerage Manager
Michael Reed, Operations Superintendent
Keri Brown, Admin Assistant/Board Clerk

Guest

John Cline, Citizen
Brad Bingenheimer, Auditor from Singer Lewak
San SunOwen, Care Oregon
Tyler Hellner

4. **Announcements and Changes to Agenda:** Added Item 7: Audit presentation; added Item 19: Motion to Authorize the General Manager to Approve Vendor Proposal and Execute Repair to Vehicle Storage Facility Security Gate; added Item 20: Motion to Authorize the General Manager to Approve Vendor Proposal and Execute Installation of Transit Center ADA Automatic Door Operator.

5. **Public & Guest Comments:** John Cline stated that he thought last year was bad but now we must use attorneys to solve problems. Everyone is having to do multiple jobs, not just their own. Just wanting to let the Board know that we are still having a challenging time keeping drivers, it's like the work ethic is gone from people, they don't want to work.

6. Executive Session: None.

7. Audit Presentation: Brad Bingenheimer, from our audit firm, Singer Lewak, presented the Audit for year ending June 30, 2023.

Director Johnston asked FS Bond were most of the deficiencies identified from the audit addressed and will there be a difference for the next one. FS Bond stated that we are already almost seven months into the new fiscal year and hopefully it will be less. Will possibly take up to three years to clean up the previous years.

Director Fiorelli thanked FS Bond for the work she was doing and suggested that SDAO handbook would possibly have a Financial Policy that could help for procedures. What FS Bond has done so far has come a long way.

Director Johnston said that she agreed with Director Fiorelli.

8. First Reading of Ordinance No. 2: Re-establishing and Amending Ordinance No. 2; Establishing TCTD Fare Zones, Categories, and Rates; and Establishing an Effective Date.

STATE OF THE DISTRICT REPORT

9. Financial and Grant Report: FS Bond reviewed the September 2024 and October 2024 financials included in the Board packet pages 6-56.

10. Service Measure Performance Report: OS Reed provided service statistics and performance measures for the month of October 2024 and are included in the Board packet pages 57-65.

11. Northwest Oregon Transit Alliance: GM Vitulli provided the following updates included in the Board packet pages 67-68. GM Vitulli discussed his concerns with the OCVA's Service Pilot Proposal and how they are wanting to create a visitor-oriented service for summer 2025. How it could impact TCTD and the community regarding what TCTD already provides. GM Vitulli stated that it would possibly operate from Memorial Day to Labor Day.

Director Hanenkrat asked if there was a need for this service. Not a lot of demand for this service, so how would they justify the need.

Director Fiorelli said that the Oregon Coast Visitor Association states on their website that they want to continue the growth to the Oregon Coast, increasing lodging with new transportation options. He stated maybe to talk to regional partners stakeholders for a specific letter to help with this.

Director Johnston wondered if it would be more beneficial to collaborate and contract with all the transportation districts that it could impact, rather than competing against them. GM Vitulli stated that is precisely what he recommended to OCVA when he was asked for comments on their proposed service.

12. NW Rides Brokerage: BM Deputy provided the following updates:

- a. Reviewed ride statistics for November 2024.
- b. Provided miles driven: 90687. Just for a mental picture Santa Claus travels 99,500 miles on Christmas Eve.
- c. Mileage reimbursement trips provided 61,152 miles driven. Volunteers drove 22,033.
- d. San SunOwen from Care Oregon shared information regarding 2025 CareOregon Non-Emergent Medical Transportation Services Delegation Agreement.

13. General Manager Report: GM Vitulli provided the following updates included in Board packet pages 67-68 (see GM Report in packet for details):

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

14. Miscellaneous: None.

CONSENT CALENDAR

15. Motion by Director Hanenkrat to Approve the Minutes of November 20, 2024, Regular Board Meeting. Seconded by Director Bean.

Motion Passed

By Directors Bean, Fiorelli, Hanenkrat, and Johnston.

Vice Chair Adler and
Chair Johnson absent.

16. Motion by Director Hanenkrat to Approve September & October Financial Statements. Seconded by Director Bean.

Motion Passed

By Directors Bean, Fiorelli, Hanenkrat, and Johnston.

Vice Chair Adler and
Chair Johnson absent.

17. Motion by Director Hanenkrat to Approve TCTD 2025 Annual Board Meeting Schedule. Seconded by Director Bean.

Motion Passed

By Directors Bean, Fiorelli, Hanenkrat, and Johnston.
Vice Chair Adler and
Chair Johnson absent.

18. Motion by Director Hanenkrat to Authorize the General Manager to Execute 2025 CareOregon Non-Emergent Medical Transportation Services Delegation Agreement. Seconded by Director Bean.

Motion Passed

By Directors Bean, Fiorelli, Hanenkrat, and Johnston.
Vice Chair Adler and
Chair Johnson absent.

19. Motion by Director Hanenkrat to Authorize the General Manager to Approve Vendor Proposal and Execute Repair of Vehicle Storage Facility Security Gate. Seconded by Director Bean.

Motion Passed

By Directors Bean, Fiorelli, Hanenkrat, and Johnston.
Vice Chair Adler and
Chair Johnson absent.

20. Motion to Authorize the General Manager to Approve Vendor Proposal and Execute Installation of Transit Center ADA Automatic Door Operator.
- a. Director Hanenkrat asked if the door would be on the front side or the back facing the courthouse?
 - b. GM Vitulli stated that it would be on the westside of the Transit Center facing the platform and that a sign will be placed on the other door to let people know where to go.
 - c. Director Bean mentioned how ADA is accessible for everyone.

Motion by Director Hanenkrat to Authorize the General Manager to Approve Vendor Proposal and Execute Installation of Transit Center ADA Automatic Door Operator. Seconded by Director Bean.

Motion Passed

By Directors Bean, Fiorelli, Hanenkrat, and Johnston.
Vice Chair Adler and
Chair Johnson absent.

ACTION ITEMS

21. Resolution 24-18 Authorizing the General Manager to Execute a Managed Services Agreement Between the Tillamook County Transportation District and ProCredEx.
- a. Director Johnston asked if ProCredEx do recredentialing? FS Bond said no.
 - b. Director Fiorelli asked if there was going to be cost sharing for this service and FS Bond said no that CPCCO will pay for themselves.

Motion by Director Johnston to Authorize the General Manager to Execute a Managed Services Agreement Between the Tillamook County Transportation District and ProCredEx. Seconded by Director Hanenkrat.

Motion Passed

By Directors Bean, Fiorelli, Hanenkrat, and Johnston.
Vice Chair Adler and
Chair Johnson absent.

DISCUSSION ITEMS

22. Staff Comments/Concerns:

General Manager Vitulli: Stated that the Dialysis Clinic in Tillamook still does not have a start date. With patients using Dial-A-Ride the drivers are taking them out of Tillamook County and it is lessening our capacity to provide other DAR for County residents. Thanked everyone and happy holidays.

Operations Superintendent Reed: Reiterated his concerns of the OCVA Service Pilot Proposal. Shares GM Vitulli's statements that it will duplicate what TCTD is already doing and will confuse our customers. When the program stops after the summer the customers will expect that it will continue, and TCTD will be blamed for not continuing the program. The rides provided for Dialysis Clinic patients went from two people to 17 people now, and that we are doing everything we can to continue providing transportation services for those people. Continued training for our drivers is led by our Operations Coordinator Cristel Scott with snow chains and other training. Merry Christmas as it is coming early.

Finance Supervisor Bond: Agreed with OS Reed that Christmas is coming early.

Brokerage Manager Deputy: None.

Admin Assistant Brown: Thanked everyone for coming and have a great holiday.

23. Board of Directors Comments/Concerns:

Chair Johnson: Absent.

Vice Chair Adler: Absent.

Dir. Hanenkrat: Stated that the Board of Directors needs to discuss filling the vacant seat.

Dir. Johnston: Stated that we keep improving. Stated to Cathy that are seeing financial improvements and that a policy in place would help, and can assist if needed.

Dir. Bean: Agreed with Director Hanenkrat about discussing the vacant Board seat.

Dir. Fiorelli: Asked how we arrived at the fare rates for Ordinance 2.

24. Adjournment: Board Secretary Bean adjourned the meeting at 7:57 pm.

These minutes were approved this 15th day of January 2025.

ATTEST:

Jonathan Bean, Board Secretary

Brian Vitulli, General Manager

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

**Authorizing the General Manager)
to Execute ODOT Section 5304)
Grant Agreement No. 35707)**

RESOLUTION NO. 25-01

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5304 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35707; and

WHEREAS, ODOT allocated funding to the District to provide financial support for general public transportation services in the State of Oregon to conduct long-term planning activities; and

WHEREAS, the financial support will be directed toward planning activities performed internally by District staff or hiring a consultant to update the Transit Development Plan; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35707 in the amount of \$180,000 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. 35707 in the amount of \$180,000 on behalf of the Tillamook County Transportation District, to provide continued financial support for general public transportation services in the TCTD service area between December 16, 2024 and December 31, 2026.

INTRODUCED AND ADOPTED this 15th day of January 2025.

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 **December 16, 2024** or the date when this Agreement is fully executed and approved as required by applicable law. No Grant Funds will be disbursed for any expenditures incurred before the Effective Date of this Agreement. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred after the Effective Date of this Agreement and on or before **December 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 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")

Exhibit E: Information required by 2 CFR 200.332(b), 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 **\$225,001.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$180,000.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent

to ODOTPTDReporting@odot.oregon.gov. 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; Procurements; conflicts of interest

- 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; subrecipient 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 97302
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 _____ 12/13/2024

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5304 Tillamook County Transportation District 35707				
<i>Planning</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-23-0717-01 Item #1: Short Range Transportation Planning				
	\$225,001.00	\$180,000.00	\$45,001.00	State
Sub Total	\$225,001.00	\$180,000.00	\$45,001.00	
Grand Total	\$225,001.00	\$180,000.00	\$45,001.00	

The requirements of the National Environmental Policy Act (NEPA) and all other applicable federal environmental laws (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act) apply to all projects that receive FTA funds (directly or through the State). The process of addressing compliance with NEPA and all other applicable federal environmental laws is referred to as the environmental review process. For any project receiving FTA funds, subrecipients are responsible for coordinating with ODOT prior to incurring any costs or conducting any project-related activities to confirm requirements for complying with the environmental review process. The subrecipient is responsible for submitting all documentation required to comply with the environmental review process to ODOT for approval by the FTA.

The following activities cannot proceed until the FTA concurs in writing that the environmental review process is complete per 23 CFR 771.113(a)(1):

- ***final design activities (design beyond 30%);***
- ***property acquisition (includes purchase discussions with property owners that imply or are explicitly binding);***
- ***purchase of construction materials (including EV chargers and bus shelters) or rolling stock,***
- ***project construction activities (including construction, alteration, or repair [including dredging, excavating, and painting] of buildings, structures, or other real property).***

Proceeding with any of these activities prior to FTA concurrence that the environmental review process is complete may deem the entire project ineligible to receive federal funding.

1. PROJECT DESCRIPTION

This Agreement provides funding for the following activities (collectively, the "Project"): Planning to be done internally by staff or hiring a contractor/consultant to perform the planning exercise of the Transportation Development Plan update. The work is Long-term Transit Planning (ALI# 44.23.01)

2. TASKS and SCHEDULE

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

*Recipient's Deliverables/Tasks and Schedule
Milestones dates for each task:*

- *Start Date: January 1, 2025*
- *RFP/IFB Issue Date: January 31, 2025*
- *Contract Award Date: February 15, 2025*
- *Initial Delivery Date: February 28, 2026*
- *Final Delivery Date: March 31, 2026*
- *Contract Completion Date: June 30, 2026*

a) TASK ONE: Needs Assessment

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

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

- a. Determine the funds needed to improve the system*
- b. Determine the cost of new services that can be implemented immediately*
- c. Determine the service that will require long-term financial planning*
- d. Produce marketing materials*
- e. Identify fund source(s)*

c) TASK THREE: Implementation Plan

The implementation plan, timelines and milestones for completion of tasks:

- a) Project organization and coordination*
- b) Data collection and analysis; mapping.*
- c) Identify existing conditions of the district*
- d) Identify and evaluate the needs of the district (service gap analysis/needs assessment).*
- e) Conduct public involvement process and agency coordination effort to gather and document feedback. Form a project advisory committee to advise the project.*
- f) Identify anticipated growth and future transit demand by evaluating population and employment growth patterns.*
- g) Develop future funding analysis that includes a forecasted operating budget and projected cost analysis.*
- h) Develop future service alternatives that includes a framework for evaluating alternatives based on various criteria.*
- i) Address current and future fare policies, catalogue fleet and facility needs/improvements, and assess transit system technologies.*
- j) Develop recommendations to define the districts vision, strategies, financial plan, and monitoring program.*

d) TASK FOUR: Public Participation Documentation

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

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

3. PROJECT ACCOUNTING and MATCH FUNDING

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

In-Kind/Volunteer

2 CFR Part 200.306 provides that a subrecipient may provide in-kind contributions toward the local share provided the subrecipient formally documents the value of each non-cash share, and

if this value represents a cost that would otherwise be eligible under the project. The net project cost of the project for which the donated goods, service, or property is credited must include the value of any in-kind contributions in the net project cost of that project to the extent it is used as local match. In-kind contributions must be noted in this agreement prior to execution and will be noted in the FTA agreement.

4. REPORTING and INVOICING REQUIREMENTS

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

Vendor invoices must be attached and include:

- Be legible*
- Match the amount requested for reimbursement*
- Include a description of the service (hours, rate, quantity of service)*
- Include the date(s) of the service*
- Include the agency providing the service*
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*

Recipient will submit a draft or final plan, as appropriate, before final payment will be made 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. 5305	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.515 (5304)	Total Federal Funding \$180,000.00
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Administered By Public Transportation Division 555 13th St SE Salem, OR 97302

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

1. a. GENERAL REQUIREMENTS

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

Amounts below are a minimum requirement as determined by State:

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. "TAIL" COVERAGE.

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

a. GENERAL REQUIREMENTS

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

b. INSURANCE REQUIREMENT REVIEW.

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

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

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

b. COMMERCIAL GENERAL LIABILITY.

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

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. WAIVER OF SUBROGATION.

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

g. CONTINUOUS CLAIMS MADE COVERAGE:

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

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

EXHIBIT D

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

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

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

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. The requirements of the National Environmental Policy Act (NEPA), including 23 CFR Part 771, apply to all projects that receive federal funds (whether directly or through the State) or that need a federal approval or permit. The process of addressing compliance with NEPA and all other applicable federal laws relating to the environment, parks, or historic resources (e.g., the Endangered Species Act, the Clean Water Act, the National Historic Preservation Act, Section 4(f) of the U.S. Department of Transportation Act) is referred to as the environmental review process. Recipient shall coordinate with the State and FTA prior to incurring any costs, making any expenditures, or conducting any project-related activities to confirm requirements for complying with the environmental review process. Recipient is responsible for submitting all documentation required to comply with the environmental review process to the State for approval by the FTA.

Until the FTA concurs that the environmental review process is complete and in compliance with 23 CFR 771.113(a)(1), the following activities cannot proceed: final design activities (design beyond 30%), property acquisition (includes purchase discussions with property owners that imply or are explicitly binding), purchase of construction materials or rolling stock, or project construction activities (including, but is not limited to, any ground

disturbance or facility modification). This award is contingent on the FTA's concurrence that the environmental review process is complete, and the project has complied with NEPA and related federal laws. Any project expenses incurred prior to completion of the environmental review process will not be eligible for reimbursement and may cause the entire project to be ineligible to receive federal funding.

5. 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.

6. 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.