

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Wednesday, July 16, 2025, at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District
BOARD OF DIRECTORS – REGULAR MONTHLY MEETING
Agenda: Wednesday, July 16, 2025 @ 6:00pm

To attend by phone, please dial: +1 (253) 215-8782 Meeting ID: 814 4875 2742
To attend virtually, please use this link: <https://us02web.zoom.us/j/81448752742>

REGULAR MEETING

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements and Changes to Agenda
5. Public & Guest Comments
6. Oath of Office – New Board Directors
7. Election of Board Officers

STATE OF THE DISTRICT REPORT

8. Financial and Grant Reports (May) (Pgs. 1-24)
9. Service Performance Reports (May) (Pgs. 25-33)
10. Northwest Oregon Transit Alliance (July)
11. NW Rides Brokerage Report (June) (Pgs. 34)
12. General Manager Report (Pgs. 35-36)
 - 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 June 18, 2025, Regular Board Meeting (Pgs. 37-43)
15. Motion to Approve May 2025 Financial Statements

ACTION ITEMS

16. Resolution 25-19 Authorizing the General Manager to Enter Into a Janitorial Services Agreement with Marie Mills Center for the Downtown Transit Center (Pgs. 44-47)
17. Resolution 25-20 Authorizing the General Manager to Enter Into a Janitorial Services Agreement with Marie Mills Center for the TCTD Administration Building (Pgs. 48-51)
18. Resolution 25-21 Authorizing the General Manager to Enter Into a Memorandum of Agreement with the Tillamook Adventist School and the Tillamook County YMCA for After School Transportation Services (Pgs. 52-67)
19. Resolution 25-22 Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement Number 35780 (Pgs. 68-89)
20. Resolution 25-23 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35822 (Pgs. 90-114)
21. Resolution 25-24 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35823 (Pgs. 115-138)
22. Resolution 25-25 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35884 (Pgs. 139-160)
23. Resolution 25-26 Authorizing the General Manager to Execute for Chrissy's Cleaning Service (Pgs. 161)

DISCUSSION ITEMS

24. Policies 10 and 19: Director Compensation / Financial Gain Consistency (Pgs. 162-167)
25. Zero Emission Fleet Transition Plan: Presentation (Pgs. 168-203)
26. Staff Comments
27. Board of Directors Comments
28. Adjournment

UPCOMING EVENTS

August 6th-9th: Tillamook County Fair

November 2nd-5th: Oregon Public Transportation Conference, Bend



Tillamook County Transportation District

Normal Trial Balance

From 5/1/2025 Through 5/31/2025

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	278,541.57 ✓	
1006	Payroll Checking #5614		13,931.64 ✓
1009	NW RIDES ACCOUNT #8510	995,005.71 ✓	
1011	Prop. Mgmt. Checking #7071	14,632.43 ✓	
1012	NWOTA #4564	49,032.62 ✓	
1020	LGIP1020 #5879	1,333,612.35 ✓	
1030	LGIP1030 #5931	1,080,294.76 ✓	
1035	LGIP1035 #6518	118,363.51 ✓	
1040	Petty Cash	200.00	
Report Total		<u>3,869,682.95</u>	<u>13,931.64</u>
Report Difference		<u>3,855,751.31</u>	

[Handwritten Signature]
7/11/2025

Tillamook County Transportation District
Financial Statement
01 - General Fund

From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	3500	0.00	0.00	1,160,290.00	(1,160,290.00)	0.00%
Fares	4000	12,045.71	130,623.54	246,750.00	(116,126.46)	52.93%
Contract Revenue	4020	2,435.61	217,052.18	339,123.00	(122,070.82)	64.00%
Property Tax	4100	4,733.63	1,196,423.10	1,215,625.00	(19,201.90)	98.42%
Past Years Property Tax	4110	1,425.70	18,056.12	12,156.00	5,900.12	148.53%
State Timber Revenue	4120	94,233.01	212,417.81	213,662.00	(1,244.19)	99.41%
Mass Transit State Payroll Tax	4130	0.00	165,987.87	119,800.00	46,187.87	138.55%
Capital Grants	4210	0.00	75,000.00	1,798,000.00	(1,723,000.00)	4.17%
Grants - FTA 5311	4220	0.00	176,649.00	1,801,035.00	(1,624,386.00)	9.80%
Grants - COVID	4221	0.00	180,270.00	226,925.00	(46,655.00)	79.44%
Grants - 5311 (f)	4240	0.00	0.00	360,000.00	(360,000.00)	0.00%
Grants - 5310	4245	0.00	165,547.00	104,262.00	61,285.00	158.77%
Grants - 5305	4246	0.00	0.00	84,395.00	(84,395.00)	0.00%
Special Bus Operations	4300	0.00	0.00	500.00	(500.00)	0.00%
Miscellaneous Income	4400	0.00	417.11	13,401.00	(12,983.89)	3.11%
Sale of Assets - Income	4410	4,550.00	16,200.00	3,000.00	13,200.00	540.00%
Interest Income	4510	5,898.70	53,386.28	42,000.00	11,386.28	127.11%
Transfer From General Fund	4911	0.00	35,320.00	0.00	35,320.00	0.00%
Transfer from NWOTA	4917	0.00	3,000.00	(3,000.00)	6,000.00	(100.00)%
Transfer from STIF Fund	4918	0.00	0.00	(453,044.00)	453,044.00	0.00%
Total Resources		<u>125,322.36</u>	<u>2,646,350.01</u>	<u>7,284,880.00</u>	<u>(4,638,529.99)</u>	<u>36.33%</u>
Expenses						
Personnel Services	5010	57,522.99	420,043.53	541,724.00	121,680.47	77.53%
Payroll: Administration						

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
5020 Payroll: Dispatch	12,975.97	15,202.42	90,934.23	182,429.00	91,494.77	49.84%
5030 Payroll: Drivers	93,223.29	120,808.67	785,476.60	1,449,704.00	664,227.40	54.18%
5040 Payroll: Maintenance	15,954.94	15,158.42	145,374.66	181,901.00	36,526.34	79.91%
5050 Payroll Expense	15,610.63	15,094.33	158,144.71	181,132.00	22,987.29	87.30%
5051 Payroll Healthcare	49,698.56	49,015.83	368,552.81	588,190.00	219,637.19	62.65%
5052 Payroll Retirement	4,722.13	7,834.17	63,148.96	94,010.00	30,861.04	67.17%
5053 Payroll Veba	2,881.04	3,701.25	37,763.83	44,415.00	6,651.17	85.02%
5055 Workers Compensation Ins.	0.00	2,800.00	37,827.38	33,600.00	(4,227.38)	112.58%
Total Personnel Services	252,589.55	274,758.75	2,107,266.71	3,297,105.00	1,189,838.29	63.91%
Materials and Services						
5100 Professional Services	22,275.10	10,893.75	117,663.84	130,725.00	13,061.16	90.00%
5103 Planning	1,710.00	4,166.67	1,710.00	50,000.00	48,290.00	3.42%
5120 Dues & Subscriptions	6,030.99	1,542.92	27,829.01	18,515.00	(9,314.01)	150.30%
5140 Office Equipment R&R	0.00	323.75	1,356.99	3,885.00	2,528.01	34.92%
5145 Computer R&M	1,618.49	2,146.08	22,005.90	25,753.00	3,747.10	85.44%
5150 Fees & Licenses	470.25	1,966.42	53,387.22	23,597.00	(29,790.22)	226.24%
5160 Insurance	0.00	14,494.16	180,137.37	173,930.00	(6,207.37)	103.56%
5170 Office Expense	2,794.57	896.92	10,881.71	10,763.00	(118.71)	101.10%
5175 Board Expense	2,058.80	1,561.42	18,335.25	18,737.00	401.75	97.85%
5180 Operational Expense	1,540.85	5,085.83	32,840.68	61,030.00	28,189.32	53.81%
5185 Drug & Alcohol Administration	120.00	131.25	2,380.00	1,575.00	(805.00)	151.11%
5190 Marketing	1,899.99	7,322.42	15,773.34	87,869.00	72,095.66	17.95%
5210 Telephone Expense	1,245.08	2,864.33	14,752.41	34,372.00	19,619.59	42.91%
5220 Travel & Training	19.60	1,925.00	18,693.02	23,100.00	4,406.98	80.92%
5240 Vehicle Expense	1,501.45	18,750.00	103,044.29	225,000.00	121,955.71	45.79%
5245 Diesel & Gasoline Fuel	18,030.82	32,917.50	173,505.93	395,010.00	221,504.07	43.92%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
5247 Propane Fuel	0.00	5,000.00	1,408.79	60,000.00	58,591.21	2.34%
5260 Postage	110.99	110.92	1,147.26	1,331.00	183.74	86.19%
5266 Member Mileage Reimbursement	20,000.00	2,866.25	60,000.00	34,395.00	(25,605.00)	174.44%
5270 Mgmt/Labor Recreation Fund	0.00	343.25	0.00	4,119.00	4,119.00	0.00%
5285 Transit Center Maint	1,465.57	1,780.42	19,502.31	21,365.00	1,862.69	91.28%
5340 Property Maint. & Repair	189.30	0.00	214.30	0.00	(214.30)	0.00%
5346 Operations Facility Maint.	210.97	367.50	3,164.43	4,410.00	1,245.57	71.75%
Total Materials and Services	83,292.82	117,456.76	879,734.05	1,409,481.00	529,746.95	62.42%
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	7,500.00	1,118,035.00	1,110,535.00	0.67%
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	7,500.00	1,348,381.00	1,340,881.00	0.56%
Capital Outlay						
Capital Purchases						
6000 Bus Replacement/Addition	0.00	140,833.33	148,427.00	1,690,000.00	1,541,573.00	8.78%
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	149,027.00	2,142,000.00	1,992,973.00	6.96%
Total Capital Outlay	0.00	178,499.99	149,027.00	2,142,000.00	1,992,973.00	6.96%
Total Expenses	335,882.37	683,080.58	3,143,527.76	8,196,967.00	5,053,439.24	38.35%

Tillamook County Transportation District

Financial Statement

02 - Property Management Fund
From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	0.00	3,750.00	0.00	45,000.00	(45,000.00)	0.00%
Lease Income	1,600.00	3,000.00	15,900.00	36,000.00	(20,100.00)	44.16%
Lease Operational Exp Income	4,536.72	108.33	12,330.28	1,300.00	11,030.28	948.48%
Transfer From General Fund	0.00	(1,020.92)	0.00	(12,251.00)	12,251.00	0.00%
Total Resources	<u>6,136.72</u>	<u>5,837.41</u>	<u>28,230.28</u>	<u>70,049.00</u>	<u>(41,818.72)</u>	<u>40.30%</u>
Expenses						
Materials and Services						
Professional Services	0.00	166.67	0.00	2,000.00	2,000.00	0.00%
Property Operating Expense	2,055.21	2,502.50	22,484.38	30,030.00	7,545.62	74.87%
Property Maint. & Repair	11,408.94	3,079.33	82,518.69	36,952.00	(45,566.69)	223.31%
Total Materials and Services	<u>13,464.15</u>	<u>5,748.50</u>	<u>105,003.07</u>	<u>68,982.00</u>	<u>(36,021.07)</u>	<u>152.22%</u>
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	26,310.44	26,310.00	(0.44)	100.00%
Total Debt Service	<u>0.00</u>	<u>3,105.75</u>	<u>31,789.76</u>	<u>37,269.00</u>	<u>5,479.24</u>	<u>85.30%</u>
Capital Purchases						
Building Repair & Renovation	0.00	0.00	9,265.34	0.00	(9,265.34)	0.00%
Total Capital Purchases	<u>0.00</u>	<u>0.00</u>	<u>9,265.34</u>	<u>0.00</u>	<u>(9,265.34)</u>	<u>0.00%</u>
Total Capital Outlay	<u>0.00</u>	<u>3,105.75</u>	<u>41,055.10</u>	<u>37,269.00</u>	<u>(3,786.10)</u>	<u>110.16%</u>
Total Expenses	<u>13,464.15</u>	<u>8,854.25</u>	<u>146,058.17</u>	<u>106,251.00</u>	<u>(39,807.17)</u>	<u>137.47%</u>

Tillamook County Transportation District

Financial Statement

04 - Capital Reserve Fund

From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
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	51,816.36	25,000.00	26,816.36	207.26%
Total Resources	<u>4,204.12</u>	<u>109,219.75</u>	<u>51,816.36</u>	<u>1,310,637.00</u>	<u>(1,258,820.64)</u>	<u>3.95%</u>
Expenses						
Materials and Services	5150	0.00	0.05	0.00	(0.05)	0.00%
Fees & Licenses		0.00	0.05	0.00	(0.05)	0.00%
Total Materials and Services						
Transfers	9165	21,246.83	0.00	254,962.00	254,962.00	0.00%
Transfer to GF Grant Match	9175	87,972.92	0.00	1,055,675.00	1,055,675.00	0.00%
Reserve for Future Expenditure		109,219.75	0.00	1,310,637.00	1,310,637.00	0.00%
Total Transfers	<u>0.00</u>	<u>109,219.75</u>	<u>0.05</u>	<u>1,310,637.00</u>	<u>1,310,636.95</u>	<u>0.00%</u>
Total Expenses						

Tillamook County Transportation District
Financial Statement
05 - Vehicle Purchase Reserve Fund
From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
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 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	3500	1,928.33	0.00	23,140.00	(23,140.00)	0.00%
Total Resources	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>(23,140.00)</u>	<u>0.00%</u>
Expenses						
Transfers						
Reserve for Future Expenditure	9175	1,928.33	0.00	23,140.00	23,140.00	0.00%
Total Transfers	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>23,140.00</u>	<u>0.00%</u>
Total Expenses	<u>0.00</u>	<u>1,928.33</u>	<u>0.00</u>	<u>23,140.00</u>	<u>23,140.00</u>	<u>0.00%</u>

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	0.00	6,666.67	0.00	80,000.00	(80,000.00)	0.00%
NWOTA Partner Cont. Match	0.00	29,542.50	45,000.00	354,510.00	(309,510.00)	12.69%
Transfer From General Fund	0.00	(79,836.25)	7,500.00	(958,035.00)	965,535.00	(0.78)%
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)	52,500.00	(683,525.00)	736,025.00	(7.68)%
Expenses						
Materials and Services						
Professional Services	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Administrative Support	70.58	2,083.33	292.54	25,000.00	24,707.46	1.17%
Website Maintenance	3,300.00	3,333.33	33,000.00	40,000.00	7,000.00	82.50%
Marketing	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Travel & Training	0.00	0.00	960.87	0.00	(960.87)	0.00%
Total Materials and Services	3,370.58	6,250.00	34,253.41	75,000.00	40,746.59	45.67%
Transfers						
Transfer to General Fund	0.00	250.00	3,000.00	3,000.00	0.00	100.00%
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	3,000.00	359,510.00	356,510.00	0.83%
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	0.00	79,836.25	0.00	958,035.00	958,035.00	0.00%
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	3,370.58	129,378.75	37,253.41	1,552,545.00	1,515,291.59	2.40%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	0.00	83,333.33	0.00	1,000,000.00	(1,000,000.00)	0.00%
NWR Revenue	480,147.64	437,389.58	5,143,467.69	5,248,675.00	(105,207.31)	97.99%
NWR Reserve	0.00	35,333.33	11,219.93	424,000.00	(412,780.07)	2.64%
Interest Income	0.00	1,186.67	0.00	14,240.00	(14,240.00)	0.00%
Total Resources	<u>480,147.64</u>	<u>557,242.91</u>	<u>5,154,687.62</u>	<u>6,686,915.00</u>	<u>(1,532,227.38)</u>	<u>77.09%</u>
Expenses						
Personnel Services						
Payroll: Administration	48,556.73	36,004.92	386,008.09	432,059.00	46,050.91	89.34%
Payroll: Indirect	1,651.92	1,948.42	13,335.64	23,381.00	10,045.36	57.03%
Payroll Expense	3,915.06	3,294.08	33,939.94	39,529.00	5,589.06	85.86%
Payroll Healthcare	10,410.40	9,378.17	76,537.58	112,538.00	36,000.42	68.01%
Payroll Retirement	5,074.55	2,893.17	23,168.86	34,718.00	11,549.14	66.73%
Payroll Veiba	1,454.64	1,357.17	13,391.40	16,286.00	2,894.60	82.22%
Workers Compensation Ins.	0.00	43.75	411.77	525.00	113.23	78.43%
Total Personnel Services	<u>71,063.30</u>	<u>54,919.68</u>	<u>546,793.28</u>	<u>659,036.00</u>	<u>112,242.72</u>	<u>82.97%</u>
Materials and Services						
Professional Services	4,040.00	437.50	41,934.88	5,250.00	(36,684.88)	798.75%
Office Equipment R&R	0.00	2,500.00	1,691.26	30,000.00	28,308.74	5.63%
Computer R&M	9,914.64	1,856.50	53,015.11	22,278.00	(30,737.11)	237.97%
Fees & Licenses	0.00	5,416.67	1,500.00	65,000.00	63,500.00	2.30%
Insurance	0.00	545.58	6,547.00	6,547.00	0.00	100.00%
Office Expense	1,037.64	583.33	4,924.25	7,000.00	2,075.75	70.34%
Operational Expense	60.05	625.00	4,227.03	7,500.00	3,272.97	56.36%
Telephone Expense	1,495.34	1,854.17	24,651.27	22,250.00	(2,401.27)	110.79%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Travel & Training	5220 0.00	131.25	4,398.45	1,575.00	(2,823.45)	279.26%
Postage	5260 0.00	43.75	79.60	525.00	445.40	15.16%
Purchased Transportation	5265 272,707.89	333,333.33	3,909,770.80	4,000,000.00	90,229.20	97.74%
Member Mileage Reimbursement	5266 30,000.00	35,000.00	390,000.00	420,000.00	30,000.00	92.85%
Volunteer Mileage Reimburse	5267 36,752.60	50,000.00	433,002.09	600,000.00	166,997.91	72.16%
Office Rent	5281 3,300.00	1,250.00	5,700.00	15,000.00	9,300.00	38.00%
Property Operating Expense	5300 2,836.72	262.50	4,807.01	3,150.00	(1,657.01)	152.60%
Total Materials and Services	362,144.88	433,839.58	4,886,248.75	5,206,075.00	319,826.25	93.86%
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	433,208.18	557,243.00	5,433,042.03	6,686,916.00	1,253,873.97	81.25%

Tillamook County Transportation District
Financial Statement

10 - STIF

From 5/1/2025 Through 5/31/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	0.00	14,192.50	0.00	170,310.00	(170,310.00)	0.00%
STIF Population Formula	0.00	37,753.67	543,972.00	453,044.00	90,928.00	120.07%
STIF Intercommunity	0.00	29,866.67	0.00	358,400.00	(358,400.00)	0.00%
Interest Income	391.90	0.00	4,079.04	0.00	4,079.04	0.00%
Transfer From General Fund	0.00	0.00	17,660.00	0.00	17,660.00	0.00%
Total Resources	<u>391.90</u>	<u>81,812.84</u>	<u>565,711.04</u>	<u>981,754.00</u>	<u>(416,042.96)</u>	<u>57.62%</u>
Expenses						
Materials and Services	0.00	0.00	0.05	0.00	(0.05)	0.00%
Fees & Licenses	0.00	0.00	0.05	0.00	(0.05)	0.00%
Total Materials and Services						
Special Payments	0.00	1,766.00	0.00	21,192.00	21,192.00	0.00%
STF Payments to Recipients	0.00	2,071.75	8,830.00	24,861.00	16,031.00	35.51%
STIF Payments to Recipients	0.00	3,837.75	8,830.00	46,053.00	37,223.00	19.17%
Total Special Payments						
Transfers	0.00	50,773.67	0.00	609,284.00	609,284.00	0.00%
Transfer to General Fund	0.00	13,333.33	0.00	160,000.00	160,000.00	0.00%
Transfer to NWOTA Fund	0.00	0.00	17,660.00	0.00	(17,660.00)	0.00%
Transfer to STIF	0.00	7,372.08	0.00	88,465.00	88,465.00	0.00%
Reserve for Future Expenditure	0.00	6,496.00	0.00	77,952.00	77,952.00	0.00%
Unappropriated Ending Fund Bal	0.00	77,975.08	17,660.00	935,701.00	918,041.00	1.89%
Total Transfers	<u>0.00</u>	<u>81,812.83</u>	<u>26,490.05</u>	<u>981,754.00</u>	<u>955,263.95</u>	<u>2.70%</u>
Total Expenses						

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 5/1/2025 Through 5/31/2025

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
19203	5/9/2025	603.70	ALL CLEAR AUDIO AND GLASS LLC	#114 New Windshield
19203	5/9/2025	495.00	ALL CLEAR AUDIO AND GLASS LLC	#305 New Windshield
19204	5/9/2025	660.84	ASTOUND	Phone Service 3/27-4/26/2025
19205	5/9/2025	8,055.98	CARSON OIL CO INC	4/16-4/30/2025 Fuel
19206	5/9/2025	60.55	City Of Tillamook	TVC Water/Sewer 3/12-4/9/2025
19207	5/9/2025	68.32	Rosenberg Builders Supply	POA April 2025
19208	5/15/2025	819.64	MADISON LENORMAND	FINAL CHECK ML 5.15.2025
19209	5/16/2025	6,000.00	AMERICAN PUBLIC TRANSP. ASSOC.	APTA Dues 7/25-6/30/2026
19210	5/16/2025	120.00	Jashua Rolfe	DOT Medical Card
19211	5/16/2025	120.00	Kirsten Brown	DOT Medical Card
19212	5/16/2025	250.00	Prevailing Communications	Radio Repair #204
19213	5/16/2025	4,200.00	SINGERLEWAK LLP	Audit Progress Billing
19214	5/16/2025	803.80	ABILA	Abila Managed Plan 5/15-6/14/2025
19215	5/16/2025	173.06	ALSCO - Portland Linen	Mat Service LPOR3344397/3350862
19216	5/16/2025	643.05	CINTAS	POA April 2025 Shop Supplies/Uniforms
19217	5/16/2025	332.17	O'REILLY AUTOMOTIVE STORES	POA April 2025
19218	5/16/2025	415.15	Fred Meyer Customer Charges	POA April 2025
19219	5/16/2025	2,875.00	JORDAN RAMIS, PC	Board/Admin Professional Services
19220	5/16/2025	1,407.10	Marie Mills Center, Inc	TVC Janitorial Services 04/2025
19221	5/16/2025	1,397.22	DAVISON AUTO PARTS, INC.	POA April 2025
19222	5/16/2025	37.29	Office Depot Credit Plan	Greeting Cards
19222	5/16/2025	5.53	Office Depot Credit Plan	Push Pins
19223	5/16/2025	1,000.00	SDAO-Claims	Claim No. VAAL2023072812
19224	5/16/2025	212.00	Tillamook Motor Co.	Starter Moter
19225	5/16/2025	400.80	VERIZON	Tablet Service 3/27-4/26/2025
19226	5/21/2025	803.80	ABILA	Abila Managed Plan 6/15-7/14/2025
19227	5/21/2025	8,678.79	CARSON OIL CO INC	5/1-5/15/2025 Fuel
19228	5/21/2025	50.00	David McCall	Budget Meeting 05/15/2025
19229	5/21/2025	50.00	Gary A. Hanenkrat	Budget Meeting 05/15/2025
19230	5/21/2025	475.54	GenXsys Solutions, LLC	June 2025 Server Storage Virus Plan
19230	5/21/2025	2,142.90	GenXsys Solutions, LLC	June 2025 Managed Service Fund
19231	5/21/2025	120.00	Julienne J. Deputy	DOT Medical Card
19232	5/21/2025	6,500.00	KNOWLEDGE IN MOBILITY	RFQ Consulting/Technical Spec Writing for New Buses
19233	5/21/2025	50.00	Linda Adler	Budget Meeting 05/15/2025
19234	5/21/2025	50.00	Marni Johnston	Budget Meeting 05.15.2025
19235	5/21/2025	50.00	Nan Devlin	Budget Meeting 05/15/2025
19236	5/21/2025	142.60	COUNTRY MEDIA	Budget Meeting Notice
19237	5/21/2025	5,445.00	INNOVA LEGAL ADVISORS	ATU/TCTD Legal Fees
19238	5/21/2025	84.55	Pacific Office Automation	NWR/TCTD Copier Usage 4/9-5/9/2025
19239	5/30/2025	889.68	ATU LOCAL #757	MAY 2025 UNION DUES
19240	5/30/2025	4,335.68	HRA VEBA TRUST	MAY 2025 HRA VEBA
19241	5/30/2025	1,174.07	MUTUAL OF OMAHA	MAY 2025 LIFE/STD/LTD/PLO
19242	5/30/2025	946.32	PACIFIC SOURCE	MAY 2025 HSA
19243	5/30/2025	59,936.41	SPECIAL DISTRICTS INS. SERVICE	MAY 2025 PR & BENEFITS
ACH 04.2025	5/20/2025	2,432.11	Elan Financial Services	AP ACH UMPQUA 04.2025
ACH POA 5.2025	5/15/2025	254.45	Pacific Office Automation	OFFICE COPIER LEASE 5.2025
ACH ZOOM 5.25	5/29/2025	40.00	ZOOM VIDEO COMMUNICATIONS INC	MONTHLY SUBSCRIPTION 5.2025
Report Total		125,808.10		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking #5614

From 5/1/2025 Through 5/31/2025

<u>Document Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
ACH ADP 5.2025	5/16/2025	896.30	ADP, LLC	MONTHLY PAYROLL FEES 5.2025
ACH AFLAC 5.25	5/15/2025	531.06	AFLAC	AFLAC 5.2025
Report Total		1,427.36		

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 5/1/2025 Through 5/31/2025

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4597	5/9/2025	27.05	Juliene J. Deputy	Volunteer Appreciation Gifts
4598	5/9/2025	1,529.53	ASTOUND	Phone Service 3/27-4/26/2025
4599	5/9/2025	97.50	GenXsys Solutions, LLC	Copier Meter Download/Software Package Install
4600	5/9/2025	2,826.30	JANNA SMITH	Vol MR 4/1-4/30/2025
4601	5/9/2025	1,357.10	JOY WINKELHAKE	Vol MR 4/1-4/30/2025
4602	5/9/2025	4,699.00	KANDIS LIDAY	Vol MR 4/1-4/30/2025
4603	5/9/2025	295.40	LEANN CHUINARD	Vol MR 4/1-4/30/2025
4604	5/9/2025	1,982.28	Office Depot Credit Plan	NWR Computer Monitors
4605	5/9/2025	4,040.00	Essential Credential Exchange	NWR Compliance Co.
4606	5/9/2025	15.04	Rosenberg Builders Supply	POA April 2025
4607	5/9/2025	4,251.70	SEAN REKART	Vol MR 4/1-4/30/2025
4608	5/16/2025	5,895.50	K & M MEDIVAN	4/1-4/6/2024
4608	5/16/2025	11,403.50	K & M MEDIVAN	4/14-4/20/2025
4608	5/16/2025	5,841.50	K & M MEDIVAN	4/21-4/27/2025
4608	5/16/2025	11,016.00	K & M MEDIVAN	4/7-4/13/2025
4609	5/16/2025	25,728.00	QUICK CAB LLC	4/1-4/30/2025
4610	5/16/2025	8,855.25	DIRECT MEDICAL TRANSPORTATION	3/16-3/22/2025
4610	5/16/2025	7,413.75	DIRECT MEDICAL TRANSPORTATION	3/23-3/29/2025
4611	5/16/2025	8,552.00	K & M MEDIVAN	3/1-3/9/2025
4611	5/16/2025	7,365.50	K & M MEDIVAN	3/10-3/16/2025
4611	5/16/2025	10,227.00	K & M MEDIVAN	3/17-3/23/2025
4611	5/16/2025	10,429.00	K & M MEDIVAN	3/24-3/31/2025
4612	5/16/2025	23,169.00	QUICK CAB LLC	3/1-3/31/2025
4613	5/16/2025	1,196.25	IconiPro Security & Alarms	NWR IT for New Space
4614	5/16/2025	525.78	Office Depot Credit Plan	NWR Storage Shelving
4615	5/16/2025	220.70	Fred Meyer Customer Charges	POA April 2025
4616	5/16/2025	31.77	Office Depot Credit Plan	Displayport to HDMI
4617	5/16/2025	45.00	Oregon State Police	NWR Background Check
4618	5/21/2025	875.00	GenXsys Solutions, LLC	June 2025 NWR Computer Support Services
4618	5/21/2025	475.54	GenXsys Solutions, LLC	June 2025 Server Storage Virus Plan
4618	5/21/2025	857.10	GenXsys Solutions, LLC	June 2025 Managed Service Fund
4619	5/21/2025	230.00	MEDIX AMBULANCE	NWR April 2025 After Hour Service
4620	5/21/2025	64.51	Pacific Office Automation	NWR/TCTD Copier Usage 4/9-5/9/2025
4621	5/21/2025	3,441.30	WILLIAM NERENBERG	NWR Volunteer MR April 2025
4622	5/21/2025	6,397.64	Ride Connection Bridge	3/22-3/31/2025
4623	5/21/2025	33,147.40	RYANS TRANSPORTATION SERVICE	3/24-3/31/2025
4624	5/21/2025	139.00	SUNSET EMPIRE TRANSIT	MARCH 2025
4625	5/21/2025	21,578.50	TILLAMOOK CNTY TRANS. DIST.	MARCH 2025
4626	5/21/2025	2,896.00	AAA RIDE ASSIST	4/1-4/5/2025
4626	5/21/2025	4,017.50	AAA RIDE ASSIST	4/13-4/19/2025
4626	5/21/2025	6,408.50	AAA RIDE ASSIST	4/20-4/30/2025
4626	5/21/2025	3,772.00	AAA RIDE ASSIST	4/6-4/12/2025
4627	5/21/2025	8,650.00	COLUMBIA MEDICAL	4/1-4/5/2025
4627	5/21/2025	11,371.25	COLUMBIA MEDICAL	4/13-4/19/2025
4627	5/21/2025	10,840.75	COLUMBIA MEDICAL	4/20-4/26/2025
4627	5/21/2025	6,981.00	COLUMBIA MEDICAL	4/27-4/30/2025
4627	5/21/2025	11,131.25	COLUMBIA MEDICAL	4/6-4/12/2025
4627	5/21/2025	4,757.00	COLUMBIA MEDICAL	5/1-5/3/2025
4628	5/21/2025	6,115.00	COLUMBIA COUNTY RIDER	APRIL 2025
4629	5/21/2025	5,064.00	DIRECT MEDICAL TRANSPORTATION	4/1-4/5/2025

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 5/1/2025 Through 5/31/2025

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4629	5/21/2025	5,176.50	DIRECT MEDICAL TRANSPORTATION	4/13-4/19/2025
4629	5/21/2025	3,681.50	DIRECT MEDICAL TRANSPORTATION	4/20-4/26/2025
4629	5/21/2025	1,372.75	DIRECT MEDICAL TRANSPORTATION	4/27-4/30/2025
4629	5/21/2025	4,710.00	DIRECT MEDICAL TRANSPORTATION	4/6-4/12/2025
4629	5/21/2025	2,689.50	DIRECT MEDICAL TRANSPORTATION	5/1-5/11/2025
4630	5/21/2025	5,841.50	K & M MEDIVAN	4/28-4/30/2025
4631	5/21/2025	4,020.50	MEDIX AMBULANCE	4/1-4/5/2025
4631	5/21/2025	7,370.50	MEDIX AMBULANCE	4/13-4/19/2025
4631	5/21/2025	6,489.00	MEDIX AMBULANCE	4/20-4/26/2025
4631	5/21/2025	3,453.50	MEDIX AMBULANCE	4/27-4/30/2025
4631	5/21/2025	4,495.50	MEDIX AMBULANCE	4/6-4/12/2025
4631	5/21/2025	3,172.50	MEDIX AMBULANCE	5/1-5/3/2025
4631	5/21/2025	6,941.00	MEDIX AMBULANCE	5/4-5/10/2025
4632	5/21/2025	18,067.80	METRO WEST	APRIL 2025
4633	5/21/2025	14,489.11	Ride Connection Bridge	4/1-4/11/2025
4633	5/21/2025	24,945.75	Ride Connection Bridge	4/12-4/30/2025
4634	5/21/2025	24,876.80	RYANS TRANSPORTATION SERVICE	4/1-4/5/2025
4634	5/21/2025	27,951.60	RYANS TRANSPORTATION SERVICE	4/13-4/19/2025
4634	5/21/2025	32,167.00	RYANS TRANSPORTATION SERVICE	4/20-4/26/2025
4634	5/21/2025	16,549.60	RYANS TRANSPORTATION SERVICE	4/28-4/30/2025
4634	5/21/2025	26,465.80	RYANS TRANSPORTATION SERVICE	4/6-4/12/2025
4634	5/21/2025	9,970.80	RYANS TRANSPORTATION SERVICE	5/1-5/3/2025
4634	5/21/2025	24,312.80	RYANS TRANSPORTATION SERVICE	5/4-5/10/2025
4635	5/21/2025	312.00	SUNSET EMPIRE TRANSIT	APRIL 2025
POA 5.2025	5/15/2025	254.45	Pacific Office Automation	OFFICE COPIER LEASE 5.2025
Report Total		588,024.40		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 5/1/2025 Through 5/31/2025

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4759	5/9/2025	1,762.50	CHRISSEY'S CLEANING SERVICE	Admin Janitorial Service April 2025
4760	5/9/2025	342.33	City Of Tillamook	Admin Water/Sewer 3/11-4/8/2025
4761	5/9/2025	66.29	Rosenberg Builders Supply	POA April 2025
4762	5/16/2025	190.10	City Sanitary Service	Cardboard Rent/Recycling 1.5YD 1XW
4763	5/16/2025	626.06	Marie Mills Center, Inc	Admin Janitorial Services 04/2025
4763	5/16/2025	125.91	Marie Mills Center, Inc	Admin Janitorial Supplies 04/2025
4764	5/21/2025	<u>8,900.00</u>	NW Tree & Landscape LLC	Remove/Disposal Hazard Trees
Report Total		<u>12,013.19</u>		

Tillamook County Transportation District

Check/Voucher Register

1012 - NWOTA #4564


From 5/1/2025 Through 5/31/2025

<u>Docume... Number</u>	<u>Document Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
3005	5/16/2025	<u>3,300.00</u>	Madison Ave Collective	NW Connector Website May 2025
Report Total		<u>3,300.00</u>		

UMPQUA BANK: CLOSING DATE 05/23/2025

Date	Vendor	Description of Transaction	Amount
CATHY BOND			
04/24/25	Language Line	NWR Phone/Interpreter	\$43.45
04/24/25	Language Line	NWR Phone/Interpreter	\$39.50
04/24/25	Fieldprint	NWR Background Check	\$12.50
04/25/25	Amazon	Bus Power Mirror	\$243.95
04/25/25	Adobe Inc	Office Software	\$161.96
04/28/25	Language Line	NWR Phone/Interpreter	\$35.55
04/30/25	Language Line	NWR Phone/Interpreter	\$15.80
05/05/25	Endicia	NWR Postage Membership Fee	\$10.99
05/05/25	Language Line	NWR Phone/Interpreter	\$27.65
05/05/25	Language Line	NWR Phone/Interpreter	\$15.80
05/05/25	Language Line	NWR Phone/Interpreter	\$23.70
05/05/25	Fieldprint	NWR Background Check	\$12.50
05/06/25	Onstar Services	Membership Fee - Shop Truck	\$15.00
05/07/25	Amazon	Bus Handicap Signs	\$8.95
05/07/25	Language Line	NWR Phone/Interpreter	\$7.90
05/07/25	Language Line	NWR Phone/Interpreter	\$15.80
05/07/25	Language Line	NWR Phone/Interpreter	\$31.60
05/07/25	Language Line	NWR Phone/Interpreter	\$75.05
05/08/25	Language Line	NWR Phone/Interpreter	\$51.35
05/08/25	Language Line	NWR Phone/Interpreter	\$23.70
05/08/25	Fieldprint	TCTD Background Check	\$12.50
05/08/25	Fieldprint	TCTD Background Check	\$12.50
05/13/25	Amazon	Credit Bus Handicap Signs	\$1.96
05/15/25	Endicia	Postage	\$50.00
05/15/25	Language Line	NWR Phone/Interpreter	\$31.60
05/16/25	Endicia	TCTD Postage Membership Fees	\$30.99
05/19/25	La Mexicana	Budget Meeting Meal	\$104.70
05/19/25	Papa Murphy's	NWR Employee Appreciation Meal	\$60.22
05/19/25	Fred Meyer	NWR Employee Appreciation Meal	\$17.18
05/19/25	Language Line	NWR Phone/Interpreter	\$67.15
05/19/25	Onstar Services	Membership Fee-Shop Truck Wi Fi	\$11.99
05/20/25	Belnick Retail	Transit Center CSR Office Chair	\$205.83
05/21/25	Tillamook County Cream	NWR Volunteer Drivers Appreciation	\$40.21
05/22/25	Iron Mountain	Office Shredder	\$188.26
05/23/25	Adobe Inc	Office Software	\$161.96
05/23/25	Werner Beef Brew	Board Meeting Meal	\$80.63
			\$1,946.46
BRIAN VITULLI			
05/02/25	Google Cloud	Office Software	\$1.94
05/07/25	Sq Pacific Edge	Marketing Business Meeting - Meal	\$18.60
05/12/25	Werner Beef Brew	NWOTA - Meal	\$86.77
05/14/25	Sq lke Box	OTA Board Meeting - Meal	\$8.50
05/19/25	VistaPrint	Bus Brochures	\$1,057.93
05/20/25	VistaPrint	Pacific City Brochures	\$152.98
			\$1,326.72
MIKE REED			
04/30/25	Fred Meyer	Office Supplies - Dry Erase Board/Markers	\$37.76
05/05/25	Safeway	Operations-Employee Appreciation	\$14.03
05/07/25	Ecoguard Pest	Facility Maintenance	\$92.00
05/13/25	USPS	Postage	\$5.86
05/19/25	Safeway	Operations-Employee Appreciation	\$15.00
			\$164.65
Grand Total Due			\$3,437.83
DATE			

APPROVAL


7/14/2025



May 2025 Statement

Open Date: 04/24/2025 Closing Date: 05/23/2025

Page 1 of 4

Visa® Company Card with Rewards

Account:

Elan Financial Services

1-866-552-8855

BUS 30 ELN

134

15

TILLAMOOK CNTY TRANS (CPN 001469460)

New Balance	\$3,437.83
Minimum Payment Due	\$35.00
Payment Due Date	06/22/2025

Reward Points

Earned This Statement	3,813
Reward Center Balance	168,254
as of 05/22/2025	
For details, see your rewards summary.	

Activity Summary

Previous Balance	+	\$2,432.11
Payments	-	\$2,432.11CR
Other Credits	-	\$1.96CR
Purchases	+	\$3,439.79
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$3,437.83
Past Due		\$0.00
Minimum Payment Due		\$35.00
Credit Line		\$10,000.00
Available Credit		\$6,562.17
Days in Billing Period		30

00008421 22689 0001-0003 DUSB20DD052425076697 00 L 00046015 UBZ7SCME

Tillamook County Transportation District

JUN 2 2025

Acc
Acc
Approved

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com



Pay by phone 1-866-552-8855

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



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

- to pay by phone
- to change your address

000008421 MUSB20DD052425076691 01 10110000 046015 003



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

Account Number	17790
Payment Due Date	6/22/2025
New Balance	\$3,437.83
Minimum Payment Due	\$35.00

Amount Enclosed \$ _____

Elan Financial Services

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





May 2025 Statement 04/24/2025 - 05/23/2025
 TILLAMOOK CNTY TRANS (CPN 001469460)

Page 2 of 2
 Elan Financial Services (800) 1-866-552-885

00008421 22690 0002-0003 DUS820D0052425076697 00 L 00046015 UBZ7SOME

Visa Business Rewards Company Card

Rewards Center Activity as of 05/22/2025	
Rewards Center Activity*	0
Rewards Center Balance	168,254

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	3,064	13,142
Gas, Restaurants & Telecom Double Points	749	2,099
Total Earned	3,813	15,241

Points Expiring on 06/30/2025: 14382

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.

*IMPORTANT NOTICE: Please see the enclosed insert for changes being made to your cardmember agreement.

*IMPORTANT NOTICE: Please see the enclosed insert for changes being made to your cardmember agreement.

Transactions BOND,CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notatio
Other Credits					
05/13	05/12	8502	AMAZON MKTPLACE PMTS Amzn.com/bill WA MERCHANDISE/SERVICE RETURN	\$1.96	CR
Purchases and Other Debits					
04/24	04/23	2601	LANGUAGE LINE, INC. 800-7526096 CA	\$43.45	
04/24	04/23	2967	LANGUAGE LINE, INC. 800-7526096 CA	\$39.50	
04/24	04/24	3344	FIELDPRINT 888-291-1369 PA	\$12.50	
04/25	04/24	7195	Amazon.com*N298V3KX2 Amzn.com/bill WA	\$243.95	
04/25	04/25	6003	ADOBE INC. 408-536-6000 CA	\$161.96	
04/28	04/26	0652	LANGUAGE LINE, INC. 800-7526096 CA	\$35.55	
04/30	04/29	4398	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	
05/05	05/02	7937	ENDICIA 800-576-3279 TX	\$10.99	
05/05	05/02	4369	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	

Continued on Next Page



May 2025 Statement 04/24/2025 - 05/23/2025
 TILLAMOOK CNTY TRANS (CPN 001469460)

Page 3 of 4

Elan Financial Services (1-866-552-8855

00008421 22690 0002 0003 DUSR200D052425076697 00 L 00046015 UBSZ7SOME

Transactions		BOND,CATHY			Credit Limit	\$2500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
05/05	05/02	7230	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	_____	
05/05	05/03	7081	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____	
05/05	05/04	1793	FIELDPRINT 888-291-1369 PA	\$12.50	_____	
05/06	05/05	5956	ONSTAR DATA PLAN AT&T 888-466-7827 TX	\$15.00	_____	
05/07	05/06	0711	AMAZON MKTPL*NI2132692 Amzn.com/bill WA	\$8.95	_____	
05/07	05/06	2289	LANGUAGE LINE, INC. 800-7526096 CA	\$7.90	_____	
05/07	05/06	9814	LANGUAGE LINE, INC. 800-7526096 CA	\$15.80	_____	
05/07	05/06	2672	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____	
05/07	05/06	1415	LANGUAGE LINE, INC. 800-7526096 CA	\$75.05	_____	
05/08	05/07	4102	LANGUAGE LINE, INC. 800-7526096 CA	\$51.35	_____	
05/08	05/07	1793	LANGUAGE LINE, INC. 800-7526096 CA	\$23.70	_____	
05/08	05/08	6995	FIELDPRINT 888-291-1369 PA	\$12.50	_____	
05/08	05/08	7464	FIELDPRINT 888-291-1369 PA	\$12.50	_____	
05/15	05/14	7172	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____	
05/15	05/14	7209	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____	
05/16	05/15	1019	ENDICIA 800-576-3279 TX	\$30.99	_____	
05/19	05/15	2628	LA MEXICANA RESTAURANT TILLAMOOK OR	\$104.70	_____	
05/19	05/16	3059	PAPA MURPHY'S OR010 TILLAMOOK OR	\$60.22	_____	
05/19	05/16	8999	FRED-MEYER #0377 TILLAMOOK OR	\$17.18	_____	
05/19	05/16	5267	LANGUAGE LINE, INC. 800-7526096 CA	\$67.15	_____	
05/19	05/16	7061	OnStar, LLC 888-4667827 MI	\$11.99	_____	
05/20	05/19	4581	Belnick Retail 770-721-8200 GA	\$205.83	_____	
05/21	05/20	4214	TILLAMOOK COUNTY CREAM TILLAMOOK OR	\$40.21	_____	
05/22	05/20	0069	BTS*IRONMOUNTAINLLC 201-230-8201 PA	\$188.26	_____	
05/23	05/22	9345	ADOBE *ADOBE 408-536-6000 CA	\$161.96	_____	
05/23	05/22	1032	Werner Beef Brew Tillamook OR	\$80.63	_____	
			Total for Account	2022	\$1,946.46	

Transactions		REED,MICHAEL			Credit Limit	\$3500
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
Purchases and Other Debits						
04/30	04/29	2098	FRED-MEYER #0377 TILLAMOOK OR	\$37.76	_____	
05/05	05/02	2763	SAFEWAY #2723 TILLAMOOK OR	\$14.03	_____	
05/07	05/06	0019	ECOGUARD PEST OREGON 503-4332847 OR	\$92.00	_____	
05/13	05/12	4502	USPS PO 4083680269 TILLAMOOK OR	\$5.86	_____	
05/19	05/16	7767	SAFEWAY #2723 TILLAMOOK OR	\$15.00	_____	
			Total for Account	9595	\$164.65	



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Transactions		VITULLI,BRIAN A		Credit Limit \$10000	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
05/02	05/01	9804	GOOGLE*CLOUD LKLKV6 G.CO/HELPPAY# CA	\$1.94	_____
05/07	05/06	5765	SQ *PACIFIC EDGE ESPRE Garibaldi OR	\$18.60	_____
05/12	05/09	0039	Werner Beef Brew Tillamook OR	\$86.77	_____
05/14	05/13	7788	SQ *IKE BOX Salem OR	\$8.50	_____
05/19	05/19	0702	VISTAPRINT 866-207-4955 MA	\$1,057.93	_____
05/20	05/19	1082	VISTAPRINT 866-207-4955 MA	\$152.98	_____
			Total for Account	9476	\$1,326.72

Transactions		BILLING ACCOUNT ACTIVITY			
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
05/20	05/20		PAYMENT THANK YOU	\$2,432.11CR	_____
			Total for Account	7790	\$2,432.11CR

2025 Totals Year-to-Date	
Total Fees Charged in 2025	\$0.00
Total Interest Charged in 2025	\$0.00

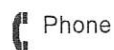
Interest Charge Calculation

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	16.49%	
**PURCHASES	\$3,437.83	\$0.00	YES	\$0.00	16.49%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	28.24%	

Contact Us



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 - 4/24-5/20/2025

Date	Description of Transaction	Amount
	CARD #3 - KERI BROWN, ADMIN ASSISTANT	
04/30/25	Board Expense - Pop/Water	\$ 62.95
04/30/25	Operation Expense - Training Room Snacks/Kitchen Supplies	\$ 160.38
05/08/25	Office Expense - Space Heater	\$ 48.44
05/08/25	Operation Expense - Employee Recognition	\$ 29.93
05/20/25	NWOTA - Meal	\$ 70.58
	01-001-5175-999-00	\$ 62.95
	01-001-5180-999-00	\$ 190.31
	01-001-5170-999-00	\$ 48.44
	08-000-5101-999-00	\$ 70.58
	Total	\$ 372.28
	Grand Total	\$ 372.28
DATE		
	APPROVAL	

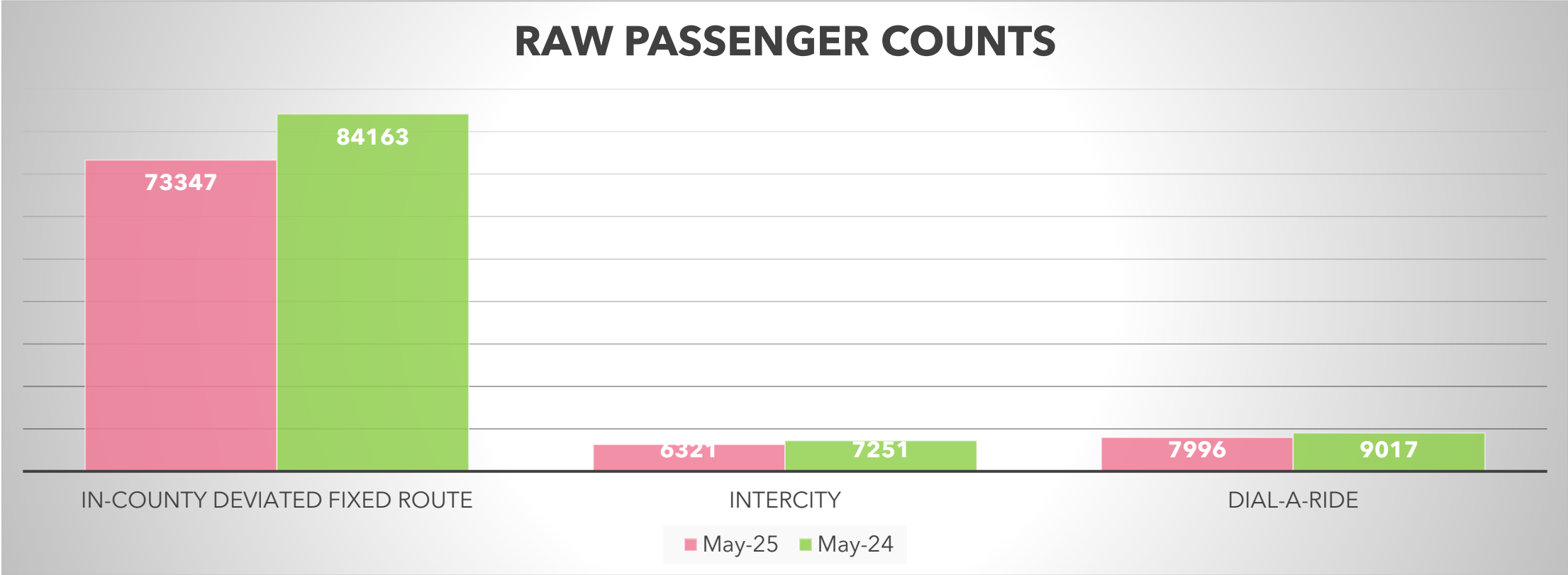
B. G. [Signature]
6/5/2025

ENTERED *(SU)*

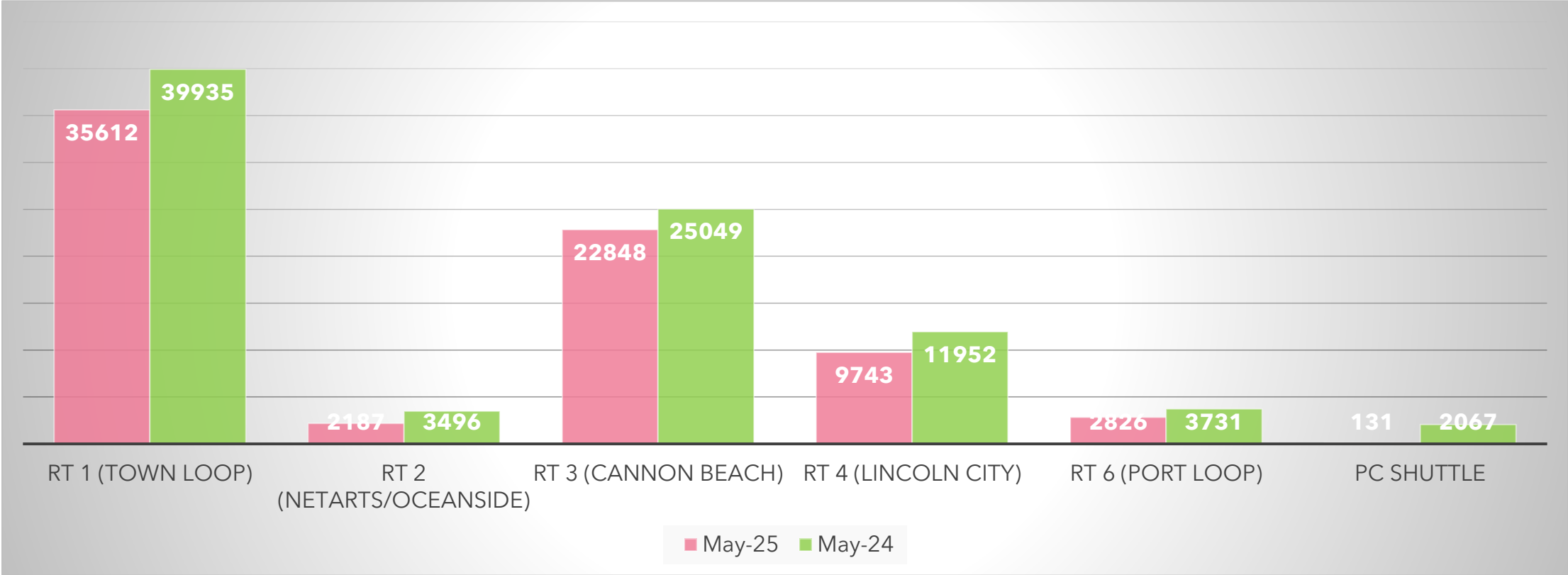
TCTD Operations
Statistics &
Performance
May 2025



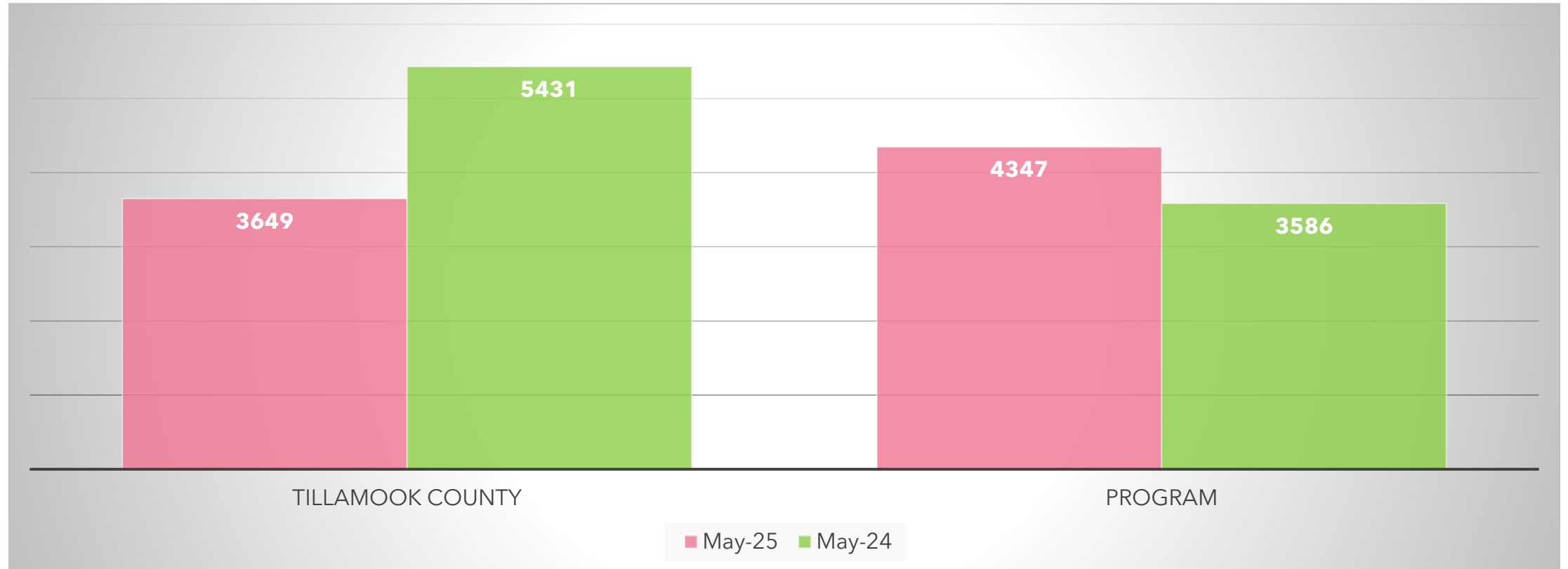
YTD COMPS BY SERVICE TYPE



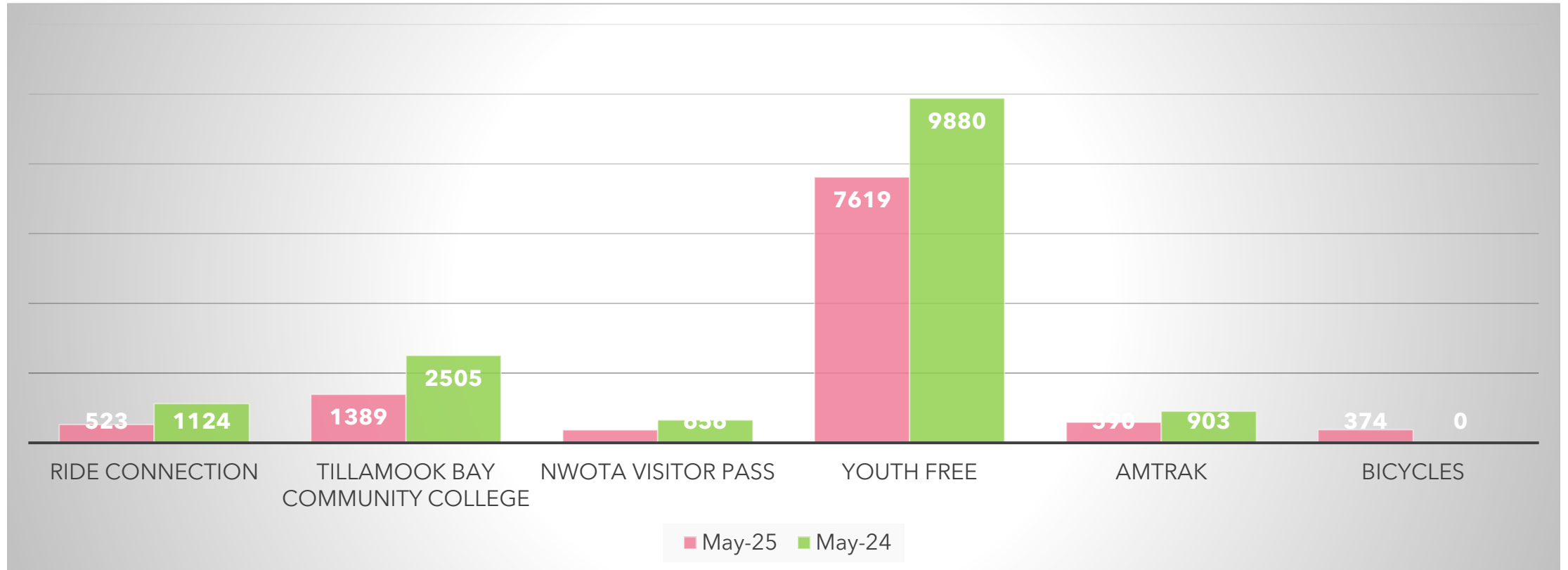
IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS



DAR RIDERSHIP BY SERVICE TYPE YTD COMPS

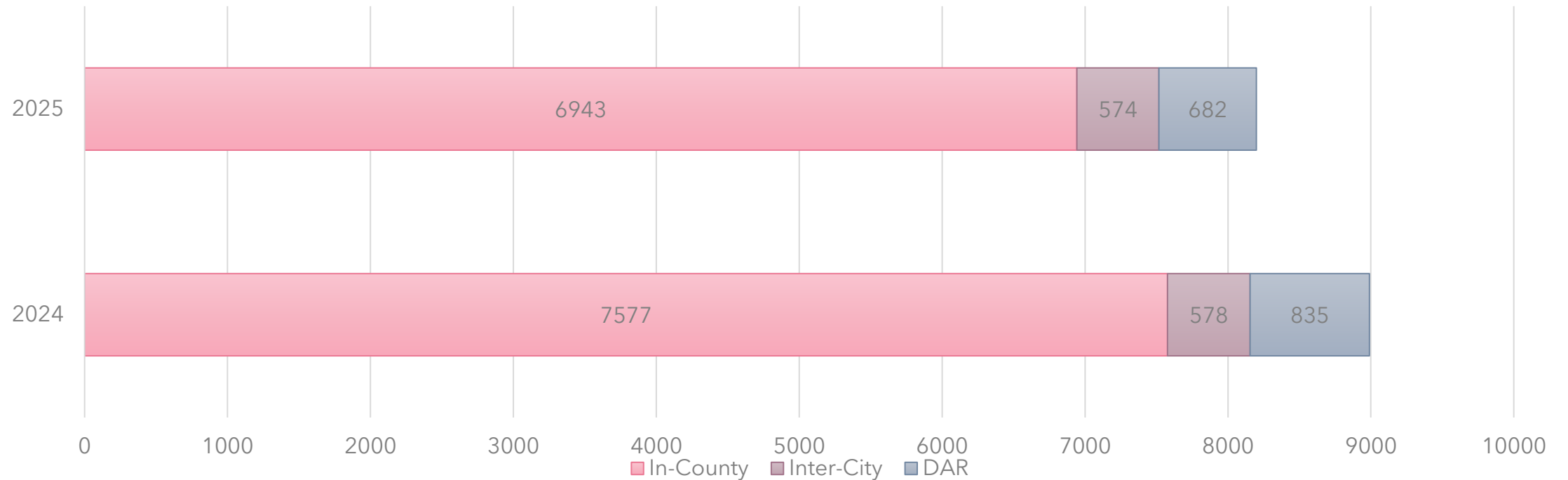


PASSENGER CATEGORIES YTD COMPS



TOTAL SERVICES RIDERSHIP

May 2025 & May 2024



Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

May 2025

RIDERSHIP BY SERVICE TYPE

	May 2025	May 2024	YTD FY 24-25	YTD FY 23-24	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County Program	373	408	3,649	5,431	-32.8%
Dial-A-Ride Total	682	835	7,996	9,017	-11.3%

Deviated Fixed Route Service

Rt 1: Town Loop	3,414	3,592	35,612	39,935	-10.8%
Rt 2: Netarts/Oceanside	180	242	2,187	3,496	-37.4%
Rt 3: Manzanita/Cannon Beach	2,084	2,610	22,848	25,049	-8.8%
Rt 4: Lincoln City	886	853	9,743	11,952	-18.5%
Rt 6: Port of Tillamook Bay Loop	248	280	2,826	3,731	-24.3%
Pacific City Free Shuttle	131	0	131	0	#DIV/0!
Local Fixed Rt Total	6,943	7,577	73,347	84,163	-12.9%

Intercity Service

Rt 5: Portland	574	578	6,321	7,251	-12.8%
Inter City Total	574	578	6,321	7,251	-12.8%

TOTAL ALL SERVICES	8,199	8,990	87,664	100,431	-12.7%
---------------------------	--------------	--------------	---------------	----------------	---------------

ONE-WAY TRIPS BY USER GROUP (Allocated)					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 24-25	FY 23-24	Change
General (18 years to 60 years of age)	4,432	109	49,002	56,517	-13.3%
Senior/Disabled	2,437	546	32,644	37,056	-11.9%
Child/Youth	517	27	5,887	6,859	-14.2%
Total	7,386	682	87,533	100,431	-12.8%

OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 24-25	FY 23-24	Change
Ride Connection	51		623	1,124	-44.6%
Tillamook Bay Community College	82		1,389	2,505	-44.6%
NWOTA Visitor Pass	17		367	656	-44.1%
Program		309	4,347	3,586	21.2%
Youth Free	715		7,619	9,880	-22.9%
Amtrak	50		590	903	-34.7%
Bicycles	132		374	N/A	N/A

**Primary Performance Measures Report
thru May 2025**

	Passengers per Hour	Cost per Trip	Cost per Hour	Farebox Return %
<u>Dial-A-Ride</u>				
Dial-A-Ride	1.8	\$ 72.03	\$ 129.27	9.9%
NW Rides	1.3	\$ 111.51	\$ 142.83	49.3%
Total	1.5	\$ 93.49	\$ 137.75	35.4%
<u>Deviated Route</u>				
Rt 1: Town Loop	11.2	\$ 11.60	\$ 129.47	5.1%
Rt 2: Oceanside	3.2	\$ 41.40	\$ 133.19	2.1%
Rt 6: PORT	6.9	\$ 20.94	\$ 145.20	7.7%
Rt 3: Manzanita	4.9	\$ 32.00	\$ 155.52	1.7%
Rt 4: Lincoln City	2.9	\$ 56.32	\$ 162.22	1.0%
PC Shuttle	5.2			
Total	5.9	\$ 25.17	\$ 149.04	2.6%
<u>Intercity</u>				
Rt 5: Portland	2.0	\$ 82.76	\$ 164.90	9.2%
FY 2024-25 YTD	4.2	\$ 35.55	\$ 148.52	11.6%
FY 2023-24YTD	3.8	\$ 30.13	\$ 114.77	10.8%
Percent Change	9.7%	18.0%	29.4%	7.2%

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Return %	Cost per Hour
---------------	---------------------	------------------	---------------

Dial-A-Ride Services

May-24	1.5	31.4%	106.68
Feb-25	1.5	39.8%	131.54
Mar-25	1.5	38.6%	132.28
Apr-25	1.5	38.6%	130.40
May-25	1.5	35.4%	137.75

Deviated Fixed Routes

May-24	5.3	3.2%	114.47
Feb-25	5.9	2.5%	145.56
Mar-25	5.9	2.5%	146.67
Apr-25	5.9	2.5%	143.17
May-25	5.9	2.6%	149.04

Intercity Services

May-24	2.2	9.3%	129.08
Feb-25	2	10.2%	161.02
Mar-25	2	9.6%	163.49
Apr-25	2	9.6%	159.46
May-25	2	9.2%	164.90

Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation
 Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach,
 4 Lincoln City, 6 POTB Loop
 Intercity Routes: 5 Portland

NW Rides- June

Volunteers:

Trips= 491

Miles= 25,260

M/R:

Trips= 1,508

Miles= 58,959

Providers:

Trips= 4,183

Miles= 85,017

Total:

Trips= 6,182

Miles= 169,236



Tillamook County Transportation District

“Connecting the community through sustainable transit services”

DATE: July 16, 2025
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Attended OTA Legislative Committee meeting on June 25th.
- Attended OTA Conference Program Committee meeting on July 9th.
- Attended the PC | Woods Parking Advisory Committee meeting on June 20.
- Working with community partners and employment agencies/employee placement organizations to recruit transit drivers.
- Prepared to testify to the Legislature’s Joint Committee on Transportation Reinvestment on June 26 but was not afforded time to speak.
- Attended OTA Board meeting on July 15.
- Attended NW ACT special CIP meeting held on July 1.
- Attended Access to Care meeting on July 16.
- Attended Union/District Meeting on July 3, 2025.

Planning & Development

- The Zero Emission Fleet Transition Plan final report was recently delivered and will be discussed at the July 2025 Board meeting.
- The procurement for the NW Connector Bus Stop Access Project was forwarded to three qualified firms on Monday, June 16, 2025. Tasks include final design and obtaining permits for the three locations (Pacific City, Hebo, Waldport), and a NEPA analysis of the Hebo location. The project will then proceed with construction. Responses are expected on July 16.

Grant Funding

- 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. PTAC recommended approval in April 2025. (Grant agreements to be considered by Board on July 16.)

Facility/Property Management

- Transit Center exterior / platform cleaning occurs weekly and on an as-needed basis.
- NW Rides Brokerage expansion is complete. An open house will be held in July 2025.

Operations/Vehicle Maintenance

- Four new Category B buses have completed the procurement process and have been ordered. Awaiting delivery date.
- Two new category B buses are being manufactured and will be delivered in late 2025.
- Two heavy-duty Category B trolley-replica buses have been ordered and delivery is expected by late summer 2026.
- Two Category E1 DAR vans are being manufactured and will be delivered in 2025.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, June 18, 2025 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. **Call to Order:** Board Chair Johnson called the meeting to order at 6:00 pm.

2. **Pledge of Allegiance**

3. **Roll Call:**

Present

TCTD Board of Directors

Mary Johnson, Board Chair (via Zoom)
Gary Hanenkrat, Director
Marni Johnston, Treasurer
Jonathan Bean, Secretary
David McCall, Director
Nan Devlin, Director

Absent

TCTD Board of Directors

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
Jerry Bond, Citizen
Stacy West, Citizen
Sylvie Ballance, Citizen
Jim LeNormand, Citizen
Parker LeNormand, Citizen
Madison LeNormand, Citizen
Tyler Hellner, ATU Representative
Kathy Schwabe, Citizen
Steve Schwabe, ATU Representative
Bruce Hansen, ATU Representative
Henry Beasley, ATU Vice President
Vicki Raine, Citizen
David Presnell, Citizen
Kathy Presnell, Citizen

Whitney Valdez, Citizen
Morgan Niles, Citizen
Jeremy Mills, Citizen
Will Chappell, Headlight Hearld, (via Zoom)
Dale Kanenshiro, Citizen (Zoom)
Crew C, Citizen (Zoom)
Onica Kibby, Citizen (Zoom)
Steve C, Citizen (Zoom)

- 4. Announcements and Changes to Agenda:** GM Vitulli introduced new employees that have joined the Tillamook County Transportation District.

5. Public & Guest Comments:

Board Chair Johnson made a statement that all public comments will be limited to 3 minutes each.

Tyler Hellner made public comments regarding Policy 10 in the Tillamook County Transportation employee handbook.

Jeremy Mills made a public comment that he hopes for yellow roses to be planted at the Transit Center that he has made several requests and hopes negotiations with the Union and the District get resolved.

David Presnell made a public comment that he feels harassed at work from the Union and threatened from text messages from the Union. The Union is to lose his number and not to have any more contact with him.

John Cline made a public comment that he has been with the District a long time and the vision is that people need to be transported, and it's been lost. PC Shuttle is obviously an issue for some, but Pacific City needs it.

Bruce Hansen commented that after several attempts to set a meeting and being ignored that hopes Board comes together to make decisions.

Vicky Raine made a public comment that on Facebook page there are so many complaints from the public about the District, missing rides and not enough drivers, hopes the Board has the power to change things.

Silvie Ballance made a public comment that she has been working for the District for 10 years and has not heard of any complaints, but people are happy that Route 5 to Portland is still running on Sunday. Dirty laundry needs to be stopped airing out on Facebook.

6. Executive Session: 6:24 pm – 6:56 pm

There was a motion after GM Vitulli's evaluation that he will receive a 7.5% increase effective July 1st, 2025.

7. Budget Hearing: Board Chair Johnson called the Budget hearing to order at 6:58 pm.

Updates for FY 2025-2026 Budget are included in the Board packet pages 1-34.

Director Johnston made a comment of how professional the budget documentation was and appreciates all the hard work. Thanked everyone for showing up for the budget meeting.

Director Devlin stated that the budget meeting was the first one that she enjoyed.

FS Bond was pleased with the participation for the budget meeting and the feedback that was presented. Thanked Brian for the research in helping to get it completed.

Adjournment: Board Chair Johnson adjourned the Budget hearing at 7:05 pm.

STATE OF THE DISTRICT REPORT

8. Financial and Grant Report: Updates for the month of April 2025 are included in the Board packet pages 35-38.

9. Service Performance Reports: Updates for the month of April 2025 are included in the Board packet pages 59-67.

10. Northwest Oregon Transit Alliance: Updates for the month of June 2025 are included in the Board packet pages 68-70.

11. NW Rides Brokerage: Updates for the month of May 2025 are included in the Board packet page 71-72.

12. General Manager Report: Updates included in Board packet pages 73-74 (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

13. Miscellaneous: None.

CONSENT CALENDAR

14. Motion by Director Johnston to Approve the Amended Minutes of May 21st, 2025, Regular Board Meeting. Seconded by Director McCall.

Motion Passed
By Chair Johnson, Directors Bean, Hanenkrat,
Johnston, McCall, and Devlin.

Vice Chair Adler was absent.

15. Motion by Director McCall to Approve the Minutes of May 15, 2025, Budget Committee Meeting. Seconded by Director Johnston.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

16. Motion by Director McCall to Approve April 2025 Financial Statement. Seconded by Director Johnston.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

17. Motion by Director McCall to Amend Policy 10: Directors Powers, Duties, Responsibilities, and Membership. Seconded by Director Johnston.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

18. Motion by Director McCall to Amend Policy 19: Oregon Government Ethics Policy. Seconded by Director Johnston.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

ACTION ITEMS

19. **Resolution 25-13 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2025-2026.**

Motion by Director McCall to Approve Resolution 25-13 In the Matter of Adopting the Budget, Making Appropriations, Levying Taxes, and Categorizing Taxes for FY 2025-2026. Seconded by Director Bean.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

20. Resolution 25-14 Authorizing the General Manager to Execute ODOT STIF Formula Grant Agreement Number 35859.

Motion by Director Bean to Approve Resolution 25-14 Authorizing the General Manager to Execute ODOT STIF Formula Grant Agreement Number 35859 Seconded by Director Devlin.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

21. Resolution 25-15 Authorizing the General Manager to Execute a Personal Services Agreement with Kittelson and Associates, Inc. for the Evaluation of the District's Cost Allocation Methodology and Performance Monitoring System.

Motion by Director McCall to Approve Resolution 25-15 Authorizing the General Manager to Execute a Personal Services Agreement with Kittelson and Associates, Inc. for the Evaluation of the District's Cost Allocation Methodology and Performance Monitoring System. Seconded by Director Johnston.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

22. Resolution 25-16 Authorizing the General Manager to Execute a Personal Services Agreement with Kittelson and Associates, Inc. to Develop and Support the Implementation of an On-Board Rider Survey for the District.

Motion by Director Devlin to Approve Resolution 25-16 Authorizing the General Manager to Execute a Personal Services Agreement with Kittelson and Associates, Inc. to Develop and Support the Implementation of an On-Board Rider Survey for the District. Seconded by Director Bean.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

23. Resolution 25-17 Authorizing the General Manager to Execute a Professional Services Agreement with Columbia Pacific Economic Development District to Provide Administrative Services for the NW Oregon Transit Alliance.

Motion by Director Johnston to Approve Resolution 25-17 Authorizing the General Manager to Execute a Professional Services Agreement with Columbia Pacific Economic Development District to Provide Administrative Services for the NW Oregon Transit Alliance. Seconded by Director Bean.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

23. Resolution 25-18 Authorizing the General Manager to Execute a Professional Services Agreement with Madison Avenue Collective for NWOTA Website Management.

24. Motion by Director Bean to Approve Resolution 25-18 Authorizing the General Manager to Execute a Professional Services Agreement with Madison Avenue Collective for NWOTA Website Management. Seconded by Director Devlin.

Motion Passed

By Chair Johnson, Directors Bean, Hanenkrat, Johnston, McCall, and Devlin.
Vice Chair Adler was absent.

DISCUSSION ITEMS

25. ZEV Fleet Transition Plan

GM Vitulli stated that the Zero-Emission Fleet Transition Plan is complete and would like to put it on the agenda for July.

26. FY 2024-2025 Annual Report

GM Vitulli distributed the first ever TCTD Annual Report.

27. Staff Comments

General Manager Vitulli: Thanked the Board and thanked Chair Johnson for her leadership and support.

Operations Superintendent Reed: Thanked Chair Johnson for her support and assisting the District when there was no GM.

Finance Supervisor Bond: Thanked Chair Johnson for the support when the District lost the previous GM and appreciates the Board for finding the current GM Vitulli. Thanked Vice Chair Adler for her contributions on the Board.

Brokerage Manager Deputy: Thanked Chair Johnson for being here and to all the new Board members for their support.

Admin Assistant Brown: None

28. Board of Directors Comments:

Chair Johnson: Thanked everyone and was happy that Director Hanenkrat was staying on the Board and appreciated OS Reed, FS Bond and GM Vitulli for being here.

Dir. Hanenkrat: Thanked Chair Johnson.

Dir. Johnston: Thanked Chair Johnson for getting her to join the Board.

Dir. Bean: Thanked Chair Johnson.

Dir. McCall: Stated that the Pacific City Sun published an article about the Pacific City Shuttle service for the 2025 summer. Also appreciates GM Vitulli for going with him to the Salem to testify on behalf of the District.

29. Adjournment: Board Chair Johnson adjourned the meeting at 7:36 pm.

These minutes were approved this 16th day of July 2025.

ATTEST:

, Board Chair

Brian Vitulli, General Manager

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

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

RESOLUTION NO. 25-19

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

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

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

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

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

That the Tillamook County Transportation District Board of Directors authorizes the General Manager to Execute this annual Janitorial Service Agreement in an amount not to exceed \$7,668.00 to Marie Mills Center for janitorial services at the TCTD administrative and operations building.

INTRODUCED AND ADOPTED this 16th day of July 2025.

ATTEST:

By: _____
 , Board Chair

By: _____
 Brian Vitulli, General Manager

Marie Mills Center, Inc.

Vocational & Residential Services

Serving Tillamook County Since 1969



W e B u i l d A b i l i t i e s

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

JANITORIAL SERVICES AGREEMENT

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

**Date: May 22, 2025
Telephone: 503-815-8283
Cristel Scott**

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

SEE EXHIBIT "A" FOR SCOPE OF WORK

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

This contract will be in effect from July 1, 2025 to June 30, 2026 and may be terminated by either party upon thirty-day written notice.

All the above work to be completed in a substantial and workmanlike manner in accordance with standard practices for the sum of Six Hundred Thirty-nine and 00/100 dollars (\$639.00) per month. The total cost of this agreement will not exceed total annual cost of \$7,668.00

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

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

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

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

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

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

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

MARIE MILLS CENTER, INC.



5/22/2025

Marie Mills Center, Inc. Representative

Date

ACCEPTANCE

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

Company Representative

Date

TCTD

JOB COMPONENTS

OFFICE BUILDING

FRIDAY

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

PUBLIC AREA

FRIDAY

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

OFFICE BUILDING

WEDNESDAY

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

PUBLIC AREA

WEDNESDAY

Public Restrooms – Empty Trash and restock paper products and soap

MAKE SURE THAT JANITORIAL DOOR IS LOCKED

EXTRAS

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

UPDATED 5/11/23

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

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

RESOLUTION NO. 25-20

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

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

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

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

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

That the Tillamook County Transportation District Board of Directors authorizes the General Manager to Execute this annual Janitorial Service Agreement in an amount not to exceed \$17,412.00 with Marie Mills Center for janitorial services at the Tillamook Downtown Transit Center.

INTRODUCED AND ADOPTED this 16th day of July 2025.

ATTEST:

By: _____
 , Board Chair

By: _____
 Brian Vitulli, General Manager

Marie Mills Center, Inc.

Vocational & Residential Services

Serving Tillamook County Since 1969



W e B u i l d A b i l i t i e s

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

JANITORIAL SERVICES AGREEMENT

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

**Date: May 22, 2025
Telephone: 503-815-8283
Cristel Scott**

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

SEE EXHIBIT "A" FOR SCOPE OF WORK

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

This contract will be in effect from July 1, 2025 to June 30, 2026 and may be terminated by either party upon thirty day's written notice.

All of the above work to be completed in a substantial and workmanlike manner in accordance with standard practices TCTD shall pay One Thousand Four Hundred Fifty-one and 00/100 dollars (\$1,451.00) per month (6 days per week) for services performed. The total cost of this agreement shall not exceed **Total annual cost of \$17,412.00**

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

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

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

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

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

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

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

MARIE MILLS CENTER, INC.



5/22/2025

Marie Mills Center, Inc. Representative

Date

ACCEPTANCE

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

Company Representative

Date

Print Name

TCTD TRANSIT CENTER

JOB COMPONENTS

TRANSIT CENTER

Sunday through Monday (6 days weekly)

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

Dust windowsills and other flat surfaces

Wipe down seats in waiting area

Sweep and mop all resilient floors

Empty Trash

Clean all glass doors

ONE TIME PER WEEK

CLEAN OFFICE:

Empty trash

Vacuum Carpet

Dust Flat surfaces (do not move papers on desk)

ONE TIME PER MONTH

WINDOWS

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

UPDATED 3/7/2024

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

**Authorizing the General Manager to)
Enter Into a Memorandum of)
Agreement (MOA) with Tillamook) RESOLUTION NO. 25-21
Adventist School and Tillamook)
County Family YMCA for After-)
School Transportation Services)**

WHEREAS, the Tillamook County Transportation District (“District”) owns and operates a regional public transportation system network; and

WHEREAS, the Tillamook County Family YMCA (“YMCA”) operates an after-school program for area children; and

WHEREAS, the Tillamook Adventist School (“School”) has students who participate in the YMCA after-school program and who require transportation from the School’s facility to the YMCA’s facility; and

WHEREAS, the District, as a public service, desires to provide dedicated transportation service from the School’s facility to the YMCA’s facility; and

WHEREAS, the District desires to provide such service on a reduced fare basis.

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

That the Board authorizes the General Manager to enter into a Memorandum of Agreement with the School and YMCA for the 2025-2026 school year in the form attached hereto.

INTRODUCED AND ADOPTED this 16th day of July, 2025.

ATTEST:

By: _____
 , Board Chair

By: _____
 Brian Vitulli, General Manager

Memorandum of Agreement

between
Tillamook County Transportation District
and
Tillamook Adventist School
and
Tillamook County Family YMCA

regarding
After-School Transportation for the 2025-2026 School Year



1. Introduction

The Tillamook County Transportation District ("TCTD"), Tillamook Adventist School ("School"), and Tillamook County Family YMCA ("YMCA") wish to enter into an agreement to provide one-way transportation from the School facility to the YMCA facility from Monday through Friday during the 2025-2026 school year.

2. Purpose

The purpose of this Memorandum of Agreement ("MOA") is to establish the roles and responsibilities of the parties to ensure safe and coordinated after-school transportation and transition for students from the School facility to the YMCA facility.

3. Parties

- A.** TCTD is a transportation district organized under Oregon Revised Statutes chapter 267.
- B.** School operates under an assumed business name registered with the Oregon Secretary of State by the Oregon Conference of Seventh-Day Adventists, an Oregon nonprofit corporation.
- C.** YMCA is an Oregon nonprofit corporation.

4. Methods of Cooperation

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

5. Term

The term of this MOA is the duration of the 2025-2026 school year, which begins on September 4, 2025, and which ends on June 5, 2026. The term may be extended by mutual agreement of the parties, which must be executed in writing at least 90 days prior to the start of any subsequent school year.

6. Rights, Roles, and Responsibilities

A. Tillamook County Transit District

- 1)** TCTD will provide bus transportation from the School facility to the YMCA facility through use of TCTD's 14-seat Dial-A-Ride vehicle ("Ride Service").
- 2)** TCTD will pick up students from the School facility located at 4300 12th St., Tillamook, OR 97141, at 3:10 p.m. Monday through Thursday and at 12:10 p.m. on Friday.
- 3)** TCTD will transport students safely to the front entrance of the YMCA facility, located at 610 Stillwell Ave., Tillamook, OR 97141.
- 4)** TCTD's driver will wait at the drop off point until a designated YMCA staff member is present to receive the students.
- 5)** TCTD may exclude any child from the Ride Service who fails to adhere to TCTD's safe riding guidelines, as outlined in Regulations (1) through (12) under Section 1.15 of attached Ordinance 3.

B. Tillamook Adventist School

- 1) School will ensure that participating students are ready for pickup at 3:10 p.m. Monday through Thursday, and 12:10 p.m. on Friday.
- 2) School will supervise students until they board the bus.
- 3) School will educate the students on TCTD's safe riding guidelines, as outlined in Regulations (1) through (12) under Section 1.15 of attached Ordinance 3.
- 4) School will prepare a release form acceptable to the other parties allowing children using the Ride Service who are not enrolled in YMCA aftercare to leave the YMCA premises after drop-off ("Release Form"). School will then obtain parent or guardian signatures on the Release Form and provide a signed copy to the other parties.

C. Tillamook YMCA

- 1) YMCA will have a staff member present at the YMCA facility front entrance at the time of drop-off to meet arriving children.
- 2) YMCA will escort students enrolled in YMCA aftercare into the facility and ensure they are checked in appropriately.

7. Children Not Enrolled in YMCA Aftercare

Any child not enrolled in YMCA aftercare will be allowed to leave the YMCA premises, provided that the child's parent or guardian has provided a signed Release Form to School, which School has provided to the other parties. School is solely responsible for any and all indemnity obligations associated with such non-enrolled children.

8. Fare for Ride Service

TCTD will provide the Ride Service at the fare of \$1.00 per student per ride. TCTD will invoice School monthly for payment.

9. Non-School Dates

TCTD will not provide Ride Service on dates when School is not in session. Those dates are as follows:

- o September 29, 2025 (Monday)
- o October 31, 2025 (Friday)
- o November 17, 2025 (Monday)
- o November 24-28, 2025 (Thanksgiving Week)
- o December 22, 2025 – January 2, 2026 (Christmas Break)
- o January 19, 2026 (Monday)
- o February 16, 2026 (Monday)
- o February 23, 2026 (Monday)
- o March 23-17, 2026 (Spring Break)
- o April 10, 2026 (Friday)

- April 13-14, 2026 (Monday and Tuesday)
- May 11, 2026 (Monday)
- May 25, 2026 (Monday)

10. General Terms

- A. Termination.** This MOA may be terminated by any of the parties upon 30 days' written notice to the other parties.
- B. No Third Party Beneficiaries.** TCTD, School, and YMCA are the only parties to this MOA and are the only parties entitled to enforce its terms. Nothing in this MOA gives, is intended to give, or may be construed to give or provide any benefit or right, whether directly or indirectly or otherwise, to any third parties.
- C. Indemnification.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each party releases and shall indemnify, hold harmless, and defend the other parties, their elected officials, officers, employees, and agents ("Indemnified Parties") from and against any and all non-party claims and costs, including costs of defense, claims, liability, judgments, or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with any error, omission, or act of negligence by the indemnifying party, its elected or appointed officials, officers, agents, or employees in the performance of its responsibilities under this MOA. Each party agrees to promptly notify the other parties of the filing of any claim that the notifying party believes is covered by this section's indemnity obligations and shall not settle such claim without prior consent of the other parties, which consent will not be unreasonably withheld. The Indemnified Parties have the right to participate in the defense of said claim to the extent of their own interests. Appropriate personnel of the Indemnified Parties shall cooperate and participate in legal proceedings if requested by the indemnifying party, and/or required by a court of competent jurisdiction.
- D. Insurance.** During the term of this MOA, the parties shall maintain in effect a commercial general liability insurance policy (or its equivalent) covering their indemnity obligations under this MOA, with coverage limits of no less than \$2,000,000 for bodily injury and property damage per occurrence, \$2,000,000 annual aggregate, and umbrella or excess liability insurance with limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. These amounts are not intended to limit the parties' indemnity obligations under the Indemnification section above.
- E. Dispute Resolution.** The undersigned representatives of each party affirm that they have entered into this MOA in good faith. Each party agrees that it will discharge its obligations under this MOA in good faith. The parties agree that they will work together and will endeavor to accomplish the purposes and goals of this MOA in a manner that serves the best interests of the public. In the event of any dispute or disagreement in the implementation of this MOA, the parties will resolve the matter amicably by consultation or negotiation in the spirit of cordiality and mutual respect, beginning with the designated representatives of each entity involved in the dispute. If a dispute is not resolved within five business days of an issue being formally raised by one of the parties, the dispute will be referred by the representatives to executive staff for the entities, who will endeavor in good faith to resolve the dispute. If all informal dispute resolution attempts are

unsuccessful, the parties may file suit in the Circuit Court for Tillamook County, Oregon.

- F. **Notices.** Written notice to any party must be given in writing by personal delivery, email, or mailing the same, postage prepaid at the address or number set forth below. Any communication or notice personally delivered will be deemed to be given when actually delivered. Any communication by email will be deemed to be given when the recipient of the email personally acknowledges receipt of the email. Any notice mailed is considered received three days after the date it is deposited in the U.S. Mail.

TCTD:

c/o Brian Vitulli, General Manager
3600 Third St Ste A
Tillamook OR 97141
Email: bvitulli@tillamookbus.com

School:

[Redacted]
[Redacted]
[Redacted]
email: [Redacted]

YMCA:

[Redacted]
[Redacted]
[Redacted]
email: [Redacted]

- G. **Limitations.** Except as otherwise expressly identified in this MOA, no party may act on any other's behalf or obligate other parties in contract, debt, or otherwise. The parties are and will remain separate entities, and no partnership, joint venture, or agency relationship is created by this MOA.
- H. **Severability.** If any term or provision of this MOA 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if this MOA did not contain the particular term or provision held to be invalid.
- I. **Integration and Waiver.** This MOA constitutes the entire agreement between the parties on the subject matter of the MOA. There are no understandings, agreements, or representations, oral or written, not specified in this MOA regarding the subject matter of this MOA. The delay or failure of either party to enforce any provision of this MOA will not constitute a waiver by that party of that or any other provision. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this MOA, understands it, and agrees to be bound by its terms and conditions.
- J. **Counterparts.** This MOA may be executed in counterparts, including through use of a service such as DocuSign and transmitted electronically, each of which is an original and all of which together are deemed one agreement binding on

both parties, notwithstanding that all parties are not signatories to the same counterpart.

- K. Authority.** Each party affirms that it has the authority to enter into this MOA and to perform the obligations contained in this MOA. The signatory for each party further affirms that such person has the authority to bind that party to the terms of this MOA.
- L. Effective Date.** This MOA becomes effective on the date when this MOA is fully executed and approved as required by applicable law.

[Signature page follows]

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

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

Signature: _____

Date: _____

Name: _____

Title: _____

TILLAMOOK ADVENTIST SCHOOL

Signature: _____

Date: _____

Name: _____

Title: _____

TILLAMOOK COUNTY FAMILY YMCA

Signature: _____

Date: _____

Name: _____

Title: _____

- (10) "Passenger" means a person who holds a valid fare, or is otherwise authorized a free or reduced fare, and is en route on a District Vehicle, or waiting for the next available District Vehicle, to such person's destination, or a person who enters a District Facility with the intent to purchase a valid fare for transportation on the next available District Vehicle to such person's destination.
- (11) "Police Officer" shall have the meaning as defined in ORS 181.610.
- (12) "Safety and Inspector Officer" means a person other than a "Police Officer" authorized by the General Manager to demand proof of fare payment and to issue citations as provided in this ordinance.
- (13) "Supervisor" means any District employee responsible for the supervision of any District transit operation.
- (14) "Service Animal" means any animal used by a person who requires the assistance of such animal to facilitate that person's life functions, including but not limited to seeing and hearing.

1.15 **Regulations:**

- (1) **Elderly and Disabled Seating.** The seats at the front of buses are reserved for the use of disabled and senior Passengers. Non-qualifying passengers must vacate such seating upon request of any District Vehicle operator or employee.
- (2) **Smoking Prohibited.** No person shall smoke tobacco or any other substance, or carry any burning or smoldering substance, in any form, aboard a District vehicle or within the boundaries of any District transit facility; except smoking may be permitted at a District facility within any posted area designated as a "SMOKING AREA." The General Manager or her/his designee may designate appropriate areas where smoking is permitted.
- (3) **Alcohol and Drugs.** No person shall use or possess alcohol or illegal drugs on a District Vehicle or Facility, except for lawfully possessed and unopened alcoholic beverages.
- (4) **Criminal Activity.** No person shall engage in any activity prohibited by State, County or Municipal Law of Oregon while on a District vehicle, or within any District Facility or the District Transit System.
- (5) **Disorderly Conduct.** No person shall intentionally or recklessly cause inconvenience, annoyance or alarm to another by:
 - (a) Engaging in fighting, or violent, tumultuous or threatening behavior (physical or verbal), within any District Vehicle or District Facility;
 - (b) Making unreasonable noise within any District Vehicle or in any District Facilities;
 - (c) Obstructing the free movement of passengers within any District Vehicle or District Facility;
 - (d) Creating a hazardous or physically offensive condition within a District Vehicle or District Facility;
 - (e) Otherwise violate ORS 166.025 as now in effect or hereafter amended.
- (6) **Harassment.** No person shall intentionally or recklessly harass or annoy another person by:
 - (a) Subjecting such other person to offensive physical contact;

- (b) Publicly insulting such other person by abusive words or gestures in a manner intended and likely to provoke a violent response; or
 - (c) Otherwise violate ORS 166.065 as now in effect or hereafter amended.
- (7) **Threatening or Offensive Language.** No person shall intentionally or recklessly disturb, harass, or intimidate another person by means of threatening or offensive language, or obscenities in a District Vehicle or in a District Facility in such a manner as to interfere with a passenger's use and enjoyment of the transit system.
- (8) **Food and Beverages.** For the protection of public safety, no person shall bring aboard a District Vehicle any food or beverage in open containers. No person shall consume food or alcohol on any District Vehicle. Passengers on District Vehicles may consume non-alcoholic beverages only from containers with snap-on or screw-on lids.
- (9) **Littering, Spitting.** No person shall discard or deposit, other than into a trash receptacle provided for that purpose, any rubbish, trash, debris, cigarette butts, or offensive substance in or upon a District Vehicle or District Facility. No person shall spit, defecate, or urinate in or upon any District Vehicle or District Facility except in a toilet.
- (10) **Interfering with Public Transportation.** No person shall:
- (a) Intentionally or knowingly enter unlawfully or remain unlawfully in or on a District Vehicle or District Facility;
 - (b) Intentionally or knowingly interfere with the provision or use of public transportation services by, among other things, interfering with the movement of, or access to, District Vehicles;
 - (c) While in or on a District Vehicle or District Facility, engage in disorderly conduct in the second degree as defined in ORS 166.025;
 - (d) Subject a District passenger, employee, agent or Police Officer to offensive physical contact; or
 - (e) Otherwise violate ORS 166.116 as now in effect or hereafter amended.
- (11) **Safety.**
- (a) All passengers (except infants who are held) must wear shoes, pants/shorts and shirt, a dress, or comparable clothing on District Vehicles and in District Facilities. In addition, all passengers must cover any exposed skin that may transmit communicable disease.
 - (b) No person shall in any manner hang onto, or attach himself or herself onto any exterior part of a District Vehicle at any time. In addition, no person shall extend any portion of his or her body through any door or window of a District Vehicle.
 - (c) No person shall ride a skateboard, roller skates or in-line skates in a District Vehicle or District Facility. Passengers with in-line skates will be allowed in a District Vehicle or District Facility so long as the wheels are rendered inoperable by a device ("skate guard") designed to provide stability and traction to the user and to permit the user to walk while wearing the skates.

- (d) No person shall discharge any weapon or throw, or cause to be thrown or projected, any object at or within a District Vehicle or District Facility, or at any person on a District Vehicle or in any part of a District Facility.
 - (e) No person shall interfere, in any manner, with the safe operation or movement of any District Vehicle.
 - (f) No person shall impede or block the free movement of passengers, or otherwise disrupt the functions of the District in any District Facility Boarding Platform Area, or in any District Vehicle.
- (12) **Damaging or Defacing District Property.** No person shall:
- (a) Draw graffiti or any other writing on any District Vehicle or any other District Property; or
 - (b) In any manner damage, destroy, interfere with, or obstruct in any manner, the property, services, or facilities of the District.
- (13) **District Property.**
- (a) **Use of the District Transit System.** The Transit System is intended for the use of the District's passengers. To ensure the safety, comfort, and convenience of such passengers, no person shall impede or block the free movement of passengers, interfere with ingress and egress from District Facilities and Vehicles, intimidate or harass other passengers, or in any manner interfere with the principal transportation purpose to which the Transit System is dedicated.
 - (b) **Limited Access Areas.** To ensure the safety, comfort, and convenience of District passengers and the safe and efficient operation of the Transit System, only passengers, District personnel, and those transacting District business shall be permitted within any District administrative facility, customer service center, shelter, District Vehicle, and on any District Boarding Platform area.
 - (c) **Off-hours Closure.** All District Facilities shall be closed during non-operating hours. No person other than Police Officers, District personnel, or persons authorized by the District shall be in or about any District Facility during hours in which that District Facility is closed to the general public.
 - (d) **District's Right of Closure.** The District expressly reserves the right to close any District Facilities and exclude all access at a time and for a duration to be determined by the District Board or General Manager. Such closure may be necessary for reasons that include, but are not limited to, an emergency, natural disaster, cleaning, or repairs.
 - (e) **Damaging District Property.** No person shall damage, destroy, interfere with, or obstruct in any manner the property, services, or facilities of the District.
 - (f) **Exclusion of Non-District Vehicles.** Unless otherwise allowed by posted sign, all non-District vehicles are excluded from District Facilities. Emergency vehicles and other vehicles authorized by the District are exempt from this exclusion.

- (g) **Free Movement of District Vehicles.** No person or vehicle shall obstruct the free movement of District Vehicles while loading or unloading Passengers, or while entering or exiting a District Facilities.
- (h) **Skateboards, In-line Skates, Bicycles.** No person shall ride a bicycle, skateboard or in-line skates at a District Facilities. Bicycles shall only be parked at a District Facility designated areas.
- (14) **Animals.** No person shall bring or carry aboard a District Vehicle, or take into a District Facility, any animal not housed in an enclosed carrying container, except for a person who requires a service animal, or a person training a service animal. In no event, however, shall any animal be allowed on a District Vehicle or at a District Facility if such animal creates a hazard to any passenger or District employee.
- (15) **Carriages and Strollers.** No person shall bring or carry aboard a District Vehicle a carriage or stroller unless such item is folded and unoccupied. Carriages and strollers must remain folded while aboard the District Vehicle.
- (16) **Packages.** Any packages or parcels brought aboard a District Vehicle must be able to be stored on and/or below one seat (if available), and must be secured so as to prevent their displacement should the Vehicle be required to make a sudden stop or sharp turn. In no event shall any package or parcel be allowed to block access to any aisle or stairway.
- (17) **Radios.** No person shall play radios, or other audio devices or musical instruments on a District Vehicle or in a District Facility, unless the sound produced thereby is only audible through earphones to the person carrying the device.
- (18) **Emergency Exit.** No person shall activate the "Emergency Exit" or alarm devise of a District Vehicle or Facility in the absence of an emergency.
- (19) **District Seats.** No person shall place his or her feet on seat cushions on any District Vehicle or in any District Facility.
- (20) **Posting Notices.** Except as otherwise allowed by District regulation, no person shall place, permit or cause to be placed any notice or advertisement upon any District Vehicle, or on any District Facility or upon any non-District vehicle without the owner's consent while the vehicle is parked at a District Facility.
- (21) **Flammable Substances.** No person shall bring aboard a District Vehicle, or take into a District Facility flammable substance, except for matches and cigarette lighters.
- (22) **Weapons.** No person, except a Police Officer, shall bring into or carry aboard a District Vehicle, or bring into a District Facility, any knife, (except a folding knife with a blade less than 3 ½ inches in length), ice pick, bow, arrow, crossbow, any explosive device or material, any instrument or weapon commonly known as a blackjack, sling shot, sand club, sandbag, sap glove or metal knuckles, etc., or any other illegal or unlawfully possessed weapon of any kind.
- (23) **Non-payment of Fare; Misuse of Bus Pass or Group Pass.**
 - (a) **Non-payment of Fare.** No person shall occupy, ride in or use, any District Vehicle unless the person has paid the applicable fare; has

a valid and lawfully acquired transfer, bus pass, or group pass; or is otherwise authorized a free or reduced fare.

- (b) **Misuse of Bus Pass.** No person shall use or attempt to use a District bus pass to board or ride in a District Vehicle unless the bus pass was lawfully acquired at an authorized District outlet by or on behalf of the person. Unless otherwise transferable by the express terms of the bus pass, only the person identified on the bus pass may use such pass.
- (c) **Misuse of Group Pass.** No person shall use or attempt to use a District group pass to board or ride in a District Vehicle unless:
 - (i) The group pass was lawfully acquired at an authorized District outlet by or on behalf of the person; and
 - (ii) The group pass is used according to the terms of the applicable group pass agreement; and
 - (iii) The person is a current member of the group to whom group pass were issued pursuant to the applicable group pass agreement.
- (d) **Confiscation of Misused Bus Pass or Group Bus Pass.** Any District Vehicle operator or any Police Officer may confiscate a bus pass or group bus pass used or presented for use in violation of subsections (b) or (c) of this section.
- (e) **Nonpayment of Fare, Misuse of Bus Pass or Group Bus Pass is Theft.** Any person who violates subsection (a), (b) or (c) above, in addition to any penalties described herein, may be subject to criminal prosecution for theft of services.

1.20 **Exclusion.**

- (1) In addition to any penalties provided herein for the violation of this Ordinance, and to any penalties for the violation of the laws of the State of Oregon, any Police Officer, Safety and Inspector Officer and other persons as may be designated by the District's General Manager, may issue a Notice of Exclusion from the District Transit System to any person who violates this Ordinance. The maximum period for exclusion shall not exceed ninety (90) days.
 - (a) Except as provided in (b) below, written Notice signed by the issuing authority shall be given to a person who has been excluded from all or part of the District Transit System. The written Notice shall specify the particular violation or reason for exclusion, places and duration of exclusion, and the consequences for failure to comply with the notice.
 - (b) In order to ensure the safety, convenience, and comfort of all passengers, a District Vehicle operator may, without giving written Notice of Exclusion, direct a passenger to leave a District Vehicle, or direct a prospective passenger not to board a District Vehicle, if the operator has probable cause to conclude that such passenger is in violation of any provision of the Ordinance. Without written Notice of Exclusion, such exclusion shall be effective only for the route in progress at the time of the exclusion.

- (2) A Notice of Exclusion shall be effective immediately upon issuance and shall remain in effect until the exclusion expires, is terminated by the District, or is rendered ineffective upon appeal. Any person receiving a Notice of Exclusion may appeal in writing under the following procedures:
 - (a) Appeals must be in writing and delivered to the District Appeals Manager within ten (10) days of receipt of the Notice of Exclusion. For appeals sent by mail, timeliness shall be determined by the date postmarked.
 - (b) The District Appeals Officer shall review the appeal and issue a decision within ten (10) days after receipt of the appeal. He or she shall notify appellant, in writing, of the decision. The exclusion shall remain in effect during the pendency of the appeal.
 - (c) If the decision on appeal is in favor of the excluded person, the period of exclusion set forth in the Notice of Exclusion shall be terminated immediately. If the appellant is dissatisfied with the ruling of the District Appeals Officer, he or she may appeal to the District General Manager.
 - (d) Appeals to the District General Manager must be made within ten (10) days of the District Appeals Officer's decision. Appellants shall have the right to present information at a meeting open to the public, if desired, and will be notified of the date, time, and location.
 - (e) The District General Manager shall render a decision within fifteen (15) days after receiving the appeal. The decision by the District General Manager shall be final.
- (3) Notwithstanding (2) above, at any time during the period of exclusion, a person who has received a Notice of Exclusion may apply to the District Appeals Officer for a variance to allow the person to enter upon the District Transit System. The District Appeals Officer may, at his or her sole discretion, grant a variance if the person establishes a need to enter upon the District Transit System for reasons of employment, medical treatment or similar good cause. A variance may include such conditions as the District Appeals Officer determines will prevent future offenses.
- (4) A person excluded under this section may not enter or remain upon any part of the District Transit System from which the person is excluded during the stated period of exclusion. In addition to penalties imposed by this Ordinance, an excluded person who enters or remains upon any District Vehicle or part of the District Transit System from which the person has been excluded, may be charged with Criminal Trespass in the Second Degree, ORS 164.245, or as amended hereafter, and subjected to the penalties thereto.

1.25 Violations and Enforcement.

- (1) Any Police Officer, Safety and Inspector Officer, or Operator has the authority to refuse entrance on a District Vehicle or District Facility, require departure from a District Vehicle or District Facility, or to require a seating change, of any person who violates this ordinance, regardless of location and regardless of pass, transfer, ticket, or valid fare.
- (2) In addition to being excluded from the system pursuant to §1.20 of this Ordinance, any person who violates this Ordinance commits a violation as

defined in ORS 153.008 to 153.025 and, upon conviction, may be punished by a fine of not more than \$250, in addition to other penalties provide by law.

- (3) Any Police Officer as well as Safety and Inspector Officer is authorized to issue citations to any person who violates any provision of this Ordinance. Safety and Inspector Officers are not Police Officers and only have the powers to arrest afforded a private person under ORS 133.225.

1.30 **Jurisdiction.** The laws of the State of Oregon, and all local laws of the jurisdiction where any infraction occurs, apply with equal force and effect to the District Transit System. Police Officers are expressly authorized to enforce all applicable State and local laws, and this Ordinance, upon the District Transit System.

1.35 **Severability.** It is hereby declared to be the legislative intent of Tillamook County Transportation District that the provisions of this Ordinance are severable, and if any provision, clause, section, or part is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, the remaining provisions shall continue to be in force and such partial illegality, invalidity, unconstitutionality or inapplicability shall not affect or impair the application of the remaining provisions to other persons and circumstances.

2.0 **Effective Date.** These amendments to Ordinance 3 shall become effective thirty (30) days after their adoption.

Passed and adopted by the District Board this 22nd day of September 2022 and signed by the Board Chair and Board Clerk in authentication of its passage.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

First Reading: 08/18/22

Second Reading: 09/22/22

Effective Date: 09/22/22


Board Chair, Mary Johnson

Attest:


Board Clerk, Natalie Zuercher

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

**Authorizing the General Manager)
to Execute ODOT Section 5310)
Grant Agreement Number 35780)**

RESOLUTION NO. 25-22

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5310 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35780; and

WHEREAS, ODOT allocated funding to the District for preventive vehicle maintenance of District rolling stock to support the transportation needs of the general public and seniors and individuals with disabilities; and

WHEREAS, the effective date of ODOT Grant Agreement No. 35780 is July 1, 2025 through June 30, 2027, unless otherwise terminated or extended; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35780 in the amount of \$192,602 on behalf of the District for preventive vehicle maintenance of District rolling stock.

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. 35780 in the amount of \$192,602 on behalf of the Tillamook County Transportation District, for preventive vehicle maintenance of District rolling stock from July 1, 2025 through June 30, 2027.

INTRODUCED AND ADOPTED this 16th day of July 2025.

ATTEST:

By: _____
 , Board Chair

By: _____
 Brian Vitulli, General Manager

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements 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"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.*

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 **\$214,646.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$192,602.00** (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.oregon.gov. 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 (including, without limitation, federal funding from the Federal Transit Administration), 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 Unexpended 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; (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; and, (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 \$1,000,000 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, 355 Capitol St NE, MS43, 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: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- 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 obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- 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. RECIPIENT 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
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 07/10/2025

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: 5310 STBG Tillamook County Transportation District 35780				
<i>Vehicle Preventative Maintenance</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3169-02 Item #1: Preventive Maintenance				
	\$214,646.00	\$192,602.00	\$22,044.00	Local
Sub Total	\$214,646.00	\$192,602.00	\$22,044.00	
Grand Total	\$214,646.00	\$192,602.00	\$22,044.00	

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, and 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 preventive maintenance on vehicles but should not be used for facility maintenance. in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturers' recommendations and that safety standards are met.

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

For some activities, FTA completes the NEPA process during grant review, using the information in the grant application. Written NEPA concurrence from FTA is not required for these activities, which include but are not limited to:

- Preventative maintenance that involves NO physical changes and/or alterations.*
- Purchase of equipment that is not part of a larger project and can be accommodated in existing building(s) or facility(-ies) with NO physical changes, alterations, or installation required. Recipients should coordinate with the State prior to incurring any costs or conducting any project-related activities to confirm NEPA requirements.*

This agreement includes only items related to vehicles and does not include facility maintenance.

Vehicles and in-house maintenance facility are located at: 3600 Third Street, Tillamook, Oregon

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will complete all vehicle preventive maintenance tasks prior to the expiration date of this Agreement.

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

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

Recipient must provide to State, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

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

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul. Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Sources that may be used as Recipient's matching funds for this Agreement include Statewide Transportation Improvement Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

4. REPORTING and INVOICING REQUIREMENTS

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

Vendor invoices must be attached and include the following:

- 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.

- If multiple grants are used for the preventive maintenance spreadsheets or similar documents, it must clearly show how these funds are associated with the costs requested in each reimbursement request

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5310	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.513 (5310)	Total Federal Funding \$192,602.00
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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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, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

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

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. WAIVER OF SUBROGATION.

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

g. CONTINUOUS CLAIMS MADE COVERAGE:

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

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying 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.

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

**Authorizing the General Manager)
to Execute ODOT Section 5311)
Grant Agreement Number 35822)**

RESOLUTION NO. 25-23

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35822; and

WHEREAS, ODOT allocated funding to the District for the purchase of three replacement vehicles to support the transportation needs of the general public and seniors and individuals with disabilities; and

WHEREAS, the effective date of ODOT Grant Agreement No. 35822 is July 1, 2025 through June 30, 2029, unless otherwise terminated or extended; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35822 in the amount of \$1,081,533 on behalf of the District for the purchase of three replacement vehicles.

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

That the General Manager is hereby authorized to accept and execute ODOT Grant Agreement No. 35822 in the amount of \$1,081,533 on behalf of the Tillamook County Transportation District, for the purchase of three replacement vehicles from July 1, 2025 through June 30, 2029.

INTRODUCED AND ADOPTED this 16th day of July 2025.

ATTEST:

By: _____
 , Board Chair

By: _____
 Brian Vitulli, General Manager

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 2029** (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"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.*

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 **\$1,205,320.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$1,081,533.00** (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.oregon.gov. 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 (including, without limitation, federal funding from the Federal Transit Administration), 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 Unexpended 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; (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; and, (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 \$1,000,000 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, 355 Capitol St NE, MS43, 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: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- 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. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service

provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.

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

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure

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

11. General Provisions

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

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

c. Indemnification.

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

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

- d. **Insurance.** Recipient shall obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- 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. RECIPIENT 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
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 07/02/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/25/2025

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Tillamook County Transportation District 35822				
<i>Replacement vehicle purchase</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6226-01 Item #1: Bus 30ft				
	\$11,145.00	\$10,000.00	\$1,145.00	Local
Sub Total	\$11,145.00	\$10,000.00	\$1,145.00	
Project Title: 5311 Tillamook County Transportation District 35822				
<i>Purchase two replacement vehicles</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6230-01 Item #1: Bus 30ft				
	\$597,087.00	\$535,766.00	\$61,321.00	Local
P-25-6230-01 Item #2: Bus 30ft				
	\$597,088.00	\$535,767.00	\$61,321.00	Local
Sub Total	\$1,194,175.00	\$1,071,533.00	\$122,642.00	
Grand Total	\$1,205,320.00	\$1,081,533.00	\$123,787.00	

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

Funding under this Agreement is for the purchase of 3 Category B transit vehicles as follows:

Useful life - 10 years or 350,000 miles; approximate length - 30 feet; estimated number of seats - 20; estimated number of ADA securement stations - 3; fuel type - propane.

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

The following vehicles have been approved for replacement in this Agreement after and subgrant agreement revision to release funds for reimbursement:

a. V001654; 2015/Arboc/Spirit of Mobility; 1GB6G5BG6F1263789.

The following vehicles have been approved for replacement in this Agreement subgrant agreement amendment execution to release funds for reimbursement:

b. V002877; 2020 Arboc/Spirit of Mobility; 1HA6GUBB6KN011873.

c. V002873; 2019/Arboc/Spirit of Mobility; 1HA6GUBB9KN011785

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

All purchases and installations must be completed prior to the expiration date of this Agreement. Vehicles should be ordered no later than six months after the execution of the agreement and may not be considered for any type of extension if not ordered at least one year prior to the execution of the grant agreement. Every effort should be made to order the vehicles in a timely manner to ensure they are received prior to the expiration date of the agreement.

Location where vehicle will be stored: 3600 Third Street, Tillamook, Oregon.

Milestones

- Dates for each task

o Start Date July 1, 2025

o RFP/IFB Issue Date September 1, 2025

o Contract Award Date September 15, 2025

o Initial Delivery Date December 1, 2026

o Final Delivery Date February 2, 2027

o Contract Completion Date June 30, 2028

For federally funded vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to vendors. State is responsible for submitting vehicle purchase orders to selected vendor.

If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, requests for quotes to procure the vehicles must be reviewed by State prior to submitting for bid.

State will retain title to the vehicles as primary security interest holder for as long as the vehicles remains in public transportation service. Recipient is required to report on all vehicles that are purchased with state or federal funding until disposition of the vehicle. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle and must notify State when actual disposal has been completed. Vehicles must exceed the minimum useful standard for age or mileage before State will release title. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

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

equipment manufacturer maintenance requirements for each vehicle and meets Federal Transit Administration transit asset management requirements in 49 CFR Part 625. Recipient will follow the plan to ensure each vehicle is maintained in a state of good repair. Recipient will provide State a copy of the maintenance plan upon request.

3.PROJECT ACCOUNTING and MATCHING FUNDING

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

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

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

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

Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include:

- The required agency cover letter (instructions found on PTD website), must be attached and include all of the following information:*
 - o Grant agreement number*
 - o Total cost of all items submitted for reimbursement on the vehicle (vendor purchase order plus any after-market additions to the vehicle), including the .5% vehicle use tax*
 - o Total passenger capacity/number of ADA stations/total passenger capacity with ADA stations deployed*
 - o Declaration of whether or not any rebates were given on price and if they are deducted from the reimbursement request*
 - o Date of acceptance of the vehicle (list if more than one vehicle)*
 - o Date vehicle was put into active transit service (list if more than one vehicle)*
 - o Source of matching funds*
 - o Declaration that vehicle license and title registration expenses are not included in the costs submitted for reimbursement*
- Declaration that a copy of each required document listed on the Pre-Award and Post-Delivery Vehicle Purchase Certification form is physically on file in the subrecipient's vehicle procurement file for each vehicle being purchased*
- Subrecipients should not attach invoices that are not directly related to the expenses that are requested on the reimbursement request document.*
- copies of all invoices associated with expenses identified for reimbursement. Also required are a pre-award and post-delivery certification form documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.*

Recipient is required to create, update and maintain an equipment maintenance plan for equipment valued at \$50,000 or more, including non-rolling stock vehicles and shop equipment.

Recipient shall service all vehicles according to the current maintenance plan.

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$1,081,533.00
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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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, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

b. COMMERCIAL GENERAL LIABILITY.

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

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

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

c. AUTOMOBILE LIABILITY.

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

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

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

d. EXCESS/UMBRELLA LIABILITY.

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

e. ADDITIONAL INSURED.

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

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

f. WAIVER OF SUBROGATION.

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

g. CONTINUOUS CLAIMS MADE COVERAGE:

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

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

EXHIBIT D

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

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying 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.

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

**Authorizing the General Manager)
to Execute ODOT Section 5311)
Grant Agreement Number 35823)**

RESOLUTION NO. 25-24

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35823; and

WHEREAS, ODOT allocated funding to the District for operations and preventive vehicle maintenance of District rolling stock to support the transportation needs of the general public and seniors and individuals with disabilities; and

WHEREAS, the effective date of ODOT Grant Agreement No. 35823 is July 1, 2025 through June 30, 2027, unless otherwise terminated or extended; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35823 in the amount of \$669,861 on behalf of the District for operations and preventive vehicle maintenance of District rolling stock.

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. 35823 in the amount of \$669,861 on behalf of the Tillamook County Transportation District, for operations and preventive vehicle maintenance of District rolling stock from July 1, 2025 through June 30, 2027.

INTRODUCED AND ADOPTED this 16th day of July 2025.

ATTEST:

By: _____
 , Board Chair

By: _____
 Brian Vitulli, General Manager

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 2027** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

Exhibit D: Summary of Federal Requirements 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"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.*

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 **\$1,069,298.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$669,861.00** (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.oregon.gov. 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 (including, without limitation, federal funding from the Federal Transit Administration), 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 Unexpended 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; (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; and, (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 \$1,000,000 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, 355 Capitol St NE, MS43, 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: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- 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 obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- 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. RECIPIENT 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
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 07/02/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/25/2025

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Tillamook County Transportation District 35823				
<i>Operations and vehicle preventive maintenance</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement revision to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-3175-03 Item #1: Operating Sliding Scale				
	\$640,401.00	\$359,137.00	\$281,264.00	Local
P-25-3175-04 Item #1: Preventive Maintenance				
	\$104,306.00	\$93,594.00	\$10,712.00	Local
Sub Total	\$744,707.00	\$452,731.00	\$291,976.00	
Project Title: 5311 Tillamook County Transportation District 35823				
<i>Operations and vehicle preventive maintenance</i>				
<i>FTA funding Category B. Project identified not ready to execute. Funds not available until FTA grant execution and subgrant agreement amendment execution to release funds for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6227-01 Item #1: Operating Sliding Scale				
	\$220,285.00	\$123,536.00	\$96,749.00	Local
P-25-6227-02 Item #1: Preventive Maintenance				
	\$104,306.00	\$93,594.00	\$10,712.00	Local
Sub Total	\$324,591.00	\$217,130.00	\$107,461.00	
Grand Total	\$1,069,298.00	\$669,861.00	\$399,437.00	

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. BACKGROUND

A. Operations

Operations provides funding for transportation services in Tillamook County. Service goal is to enhance regional transportation and avoid duplication of services.

B. Vehicle Preventive Maintenance

Preventive maintenance provides funding to ensure that fleet vehicles are maintained in a state of good repair through their useful life.

2. PROJECT DESCRIPTION

A. Operations

This Agreement provides funding for the following activities (collectively, the "Project"):

Recipient to provide general public transportation, deviated fixed route, demand response services in and around, Tillamook County with connections to Clatsop County

Deviated fixed route, demand response services are provided Days and hours of operation vary by service.

Service is provided by in-house with staff and buses located at 3600 Third Street, Tillamook, Oregon

B. Vehicle Preventive Maintenance

This project will conduct Vehicle preventive maintenance activities on the Tillamook County Transportation District's demand response and deviated fixed-route vehicles serving seniors and individuals with disabilities, as well as the general public.

This Agreement provides funding for preventive maintenance on vehicles but should not be used for facility maintenance in the provision of public transportation. Proper maintenance ensures assets are kept in good condition per manufacturer's recommendations and that safety standards are met.

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

For some activities, FTA completes the NEPA process during grant review, using the information in the grant application. Written NEPA concurrence from FTA is not required for these activities, which include but are not limited to:

- Preventative maintenance that involves NO physical changes and/or alterations*
- Purchase of equipment that is not part of a larger project and can be accommodated in existing building(s) or facility(-ies) with NO physical changes, alterations, or installation required*

Recipients should coordinate with the State prior to incurring any costs or conducting any project-related activities to confirm NEPA requirements.

This agreement includes only items as related to vehicles and does not include facility maintenance.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

A. Operations

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

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

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

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

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

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

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

Milestones/Goals of Project Increase rides

*Projected ridership goals established for this project: Rides average 29,582 per quarter
For 2025-2026: 29,600
For 2026-2027: 29,800*

Ridership is the actual or estimated one-way passenger trips provided to the target population. A passenger trip is a unit of service counted each time a passenger enters the vehicle, is transported and then exits the vehicle. Each different destination constitutes a passenger trip.

B. Vehicle Preventive Maintenance

Recipient will complete all vehicle preventive maintenance tasks prior to the expiration date of this Agreement.

Vehicle preventive maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner. Vehicle preventive maintenance includes but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor. Vehicle preventative maintenance expenses should not include equipment that is part of a larger project and does not change or alter existing buildings or facilities or requires installation.

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

Recipient must provide to State, a plan for scheduled preventive maintenance. Reimbursement requests must match the activities or purchases described in Recipient's plan.

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

Overhaul is performed as a planned or concentrated preventive maintenance activity and is intended to enable the vehicle to perform to the end of the original useful life. A vehicle must meet at least 40 percent of its useful life to be considered for an overhaul.

Recipient must obtain pre-approval from State prior to any vehicle overhaul. Vehicle rebuilds must extend the useful life of the vehicle by at least four years.

If local circumstances change, for example, vehicle type or asset disposition, Recipient's maintenance plan must be updated to reflect that change.

4. PROJECT ACCOUNTING and MATCHING FUNDING

A. Operations

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

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

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

B. Vehicle Preventive Maintenance

Sources that may be used as Recipient's matching funds for this Agreement include Statewide Transportation Improvement Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funds. State's obligation to reimburse Project costs is contingent upon Recipient first paying or otherwise contributing its minimum match amount set forth in this Exhibit A.

5. REPORTING and INVOICING REQUIREMENTS

A. Operations

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must regularly provide a summary of the work performed pursuant to this Agreement in its agency periodic report. Photographs of public transportation activities, and related operations, are encouraged to memorialize the achievement of project deliverables. Purchased or contracted service reimbursement requests must include a breakdown of expenses. Agencies are required to submit invoices or comparable documentation when requesting payment for services purchased from a third party.

Invoices must:

- 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.

If the subrecipients of the service also provide preventive maintenance, dispatching, and/or other service, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the subrecipient and vendor.

Subrecipients should use a worksheet (budget detail worksheet or equivalent) to clearly list the expenses claimed in OPTIS. This aids the state in determination of eligible expenses if the agency has more than one agreement from which to claim expenses and ensures all expenses are accounted for and are not duplicated.

B. Vehicle Preventive Maintenance

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

Vendor invoices must be attached and include the follow:

- 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.
- If multiple grants are used for the preventive maintenance spreadsheets or similar documents, it must clearly show how these funds are associated with the costs requested in each reimbursement request

First year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item will be disbursed, regardless of the amount of any reimbursement request.

Second year maximum disbursement: no more than 50 percent of the total fund amount of any single activity line item, plus any remaining portion from the first fiscal year period.

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$669,861.00
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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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"), Except as Modified Herein

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying 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.

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

**Authorizing the General Manager)
to Execute ODOT Section 5311)
Grant Agreement Number 35884)**

RESOLUTION NO. 25-25

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) under Section 5311 of the Federal Transit Act of 1964, as amended, which grant is memorialized in ODOT Grant Agreement No. 35884; and

WHEREAS, ODOT allocated funding to the District for operations to support the transportation needs of the general public and seniors and individuals with disabilities; and

WHEREAS, the effective date of ODOT Grant Agreement No. 35823 is July 1, 2025 through June 30, 2026, unless otherwise terminated or extended; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35884 in the amount of \$328,474 on behalf of the District for operations.

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. 35884 in the amount of \$328,474 on behalf of the Tillamook County Transportation District, for operations from July 1, 2025 through June 30, 2026.

INTRODUCED AND ADOPTED this 16th day of July 2025.

ATTEST:

By: _____
 , Board Chair

By: _____
 Brian Vitulli, General Manager

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2025** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or after **July 1, 2025** and on or before **June 30, 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"), as modified by Court Order in California v. U.S. Dep't of Transp., No. 1:25 cv 208 (D.R.I. May 13, 2025), ECF No. 57, enjoining the imposition of the condition that: "Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." *Per the Court's Order, this injunction is applicable to the State, including any subdivision or instrumentality thereof.*

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 **\$585,724.00** ("Project Costs"). In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$328,474.00** (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.oregon.gov. 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 (including, without limitation, federal funding from the Federal Transit Administration), 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 Unexpended 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; (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; and, (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 \$1,000,000 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, 355 Capitol St NE, MS43, 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: <https://www.transit.dot.gov/funding/procurement/third-party-procurement/best-practices-procurement-manual>
- 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 obtain and maintain the insurance requirements provided in Exhibit C to this Agreement.
- 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. RECIPIENT 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
355 Capitol St NE, MS43
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.oregon.gov

State of Oregon, by and through its
Department of Transportation

By _____
Suzanne Carlson
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Arla Miller

Date _____ 07/03/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

By _____
Assistant Attorney General

Name _____ Nina R. Englander by email
(printed)

Date _____ 06/25/2025

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: COVID 5311 Tillamook County Transportation District 35884				
<i>Operations</i>				
<i>FTA Funding Category B. Project identified not ready to execute. Funds will be made available after subrecipient has expended existing 5311 COVID Operations funding, and a subgrant agreement revision to release funds is completed.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-6189-01 Item #1: EMER RELIEF - OPERATING 100%				
	\$585,724.00	\$328,474.00	\$257,250.00	Local
Sub Total	\$585,724.00	\$328,474.00	\$257,250.00	
Grand Total	\$585,724.00	\$328,474.00	\$257,250.00	

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, and 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. BACKGROUND

The federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, provides emergency assistance and health care response for individuals, families, and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support agency operations during the pandemic. Funds provided under the CARES Acts are available for transit agencies for operating activities (net fare revenues) that occur on or after January 20, 2020. CARES can be used for operations projects that prevent, prepare for, and respond to COVID-19. While the federal government has declared the end of the health emergency, COVID-19 continues to have effects on service, the workforce, cleaning and safety protocols, and ridership and farebox recovery, amongst other aspects of transit service.

By signing this agreement, the Recipient certifies that it, and its subrecipients and contractors that are providers of public transportation, have not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act) unless the Recipient is using CARES funding only for payroll and operations expenses.

2. PROJECT DESCRIPTION

This agreement provides financial support for general public transportation services in the state of Oregon to provide relief from expenses incurred in response to the COVID-19 pandemic. This agreement includes the following:

This Agreement provides funding for the following activities (collectively, the "Project"):

Recipient to provide general public transportation, deviated fixed route, demand response services in and around, Tillamook County with connections to Clatsop County

Deviated fixed route, demand response services are provided Days and hours of operation vary by service.

Service is provided by in-house with staff and buses located at 3600 Third Street, Tillamook, Oregon

Operating Expenses

CARES can be used for operations projects that prevent, prepare for, and respond to COVID-19. While the federal government has declared the end of the health emergency, COVID-19 continues to have effects on service, the workforce, cleaning and safety protocols, and ridership and farebox recovery, amongst other aspects of transit service. In general, operating expenses are those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year, including personal protective equipment and cleaning supplies. CARES must be used for payroll and operating expenses, unless the recipient certifies to FTA that it has not furloughed any employees.

3. PROJECT DELIVERABLES and EXPENSE TYPES

Funding may be used for operations projects to prevent, prepare for, and respond to COVID-19. All expenses normally eligible under the Federal Transit Administration (FTA) Section 5311 Formula Grants to Rural Areas Program incurred on or after January 1, 2020, are considered to be in response to economic or other conditions caused by COVID-19 and thus are eligible under this Agreement. Normally eligible expenses include those for operating, preventive maintenance, project administration, contracted services, and capital purchases. There is no limit to the percentage of funds that may be used for any category of expense.

Specific eligible expenses under the CARES Act include:

- Farebox Recovery*
- Pandemic-Related Health Accommodations*
- Workforce Recovery & Hiring Initiatives*
- Enhanced Cleaning & Safety Protocols*
- Ridership Recovery Programs*
- Affordable Housing & Transit-Oriented Development*
- Technology & Contactless Services*
- Remote Work & Hybrid Adjustments*
- Healthcare & Long COVID Support*

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

Operating Expenses

In general, operating expenses are those costs necessary to operate, maintain, and manage a

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

4. PROJECT ACCOUNTING and MATCHING FUNDING

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

Projects funded with CARES Act funds must be used to provide relief from expenses incurred in response to the COVID-19 pandemic. All expenses must be incurred on or after January 1, 2020, to be eligible for reimbursement.

The match requirements for projects selected for CARES funding is based on the match requirements identified in the 2025-2027 Federal Formula Grant Program Guidance for FTA Section 5311.

- Operations projects:*
- Federal funds - 56.08%*
- Local match - 43.92%*

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

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

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

5. REPORTING and INVOICING REQUIREMENTS

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

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

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

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

EXHIBIT B

FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$328,474.00
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Administered By Public Transportation Division 355 Capitol St NE, MS43 Salem, OR 97301
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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"), Except as Modified Herein

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with: (1) all applicable federal requirements contained in the Certifications and Assurances including as they may be changed during the term of this Agreement, except as otherwise stated herein; and (2) all applicable requirements included in the Federal Transit Administration Master Agreement ("Master Agreement") including as they may be changed during the term of this Agreement, except as otherwise stated herein. The Certifications and Assurances and the Master Agreement are incorporated by reference herein and are available at www.transit.dot.gov.

The Certifications and Assurances for Fiscal Year 2025, Standard Assurances, Section 1.1(r), requires a grant applicant to certify that it "[w]ill comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance." In addition, the Master Agreement #33, Generally Applicable Provisions, Section 12(m) contains the following language: "the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law." ("Immigration Condition").

The State of Oregon is a plaintiff in a lawsuit challenging U.S. DOT's imposition of the Immigration Condition on federal funding as unlawful." See *California v. U.S. Dep't of Transp.*, No. 1:25 cv 208 (D.R.I. filed May 13, 2025). On June 19, 2025, the court presiding over that action issued an order enjoining the imposition of the Immigration Condition on federal funding as to any Plaintiff State, including any subdivision or instrumentality thereof. The Oregon Department of Transportation, as an agency of the State of Oregon, is subject to that court order. To the extent the Certification and Assurances purports to require an agency or person on behalf of the State of Oregon to agree to the Immigration Condition, the State of Oregon does not certify or assure that it will so comply or be bound. The State of Oregon's execution of the Master Agreement or this Agreement should not be construed as a certification or agreement to comply with the Immigration Condition. For purposes of this Agreement, the Certification and Assurances and the Master Agreement are modified to remove the Immigration Condition.

Without limiting or modifying 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.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

DIRECTORS POWERS, DUTIES, RESPONSIBILITIES, AND MEMBERSHIP	Number: 10
Adopted by the Board of Directors on January 13, 2005 Last Reviewed: June 18, 2025	Pages: <u>23</u>

Purpose

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

Positions and Terms

1. The Board of Directors of the District ~~shall consist~~ of seven (7) members serving staggered four (4) year terms, ~~following term adjustments as prescribed in HB2853.~~
2. The Tillamook County Clerk's office provides for each Board member to be identified by a position number. When a Board member is elected or appointed, that person fills the specific position number of that person's predecessor. Position numbers shall be transferred to the successors of each Board member.
3. All Board members shall serve at large.
4. At the Board's first meeting after July 1 each year, the Board shall choose a chairperson for the ensuing year. The chairperson is the Board's presiding officer and has whatever additional functions the Board prescribes. ORS 267.540(3).

Election of Board Members

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

Term of Office

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

Oath of Office

Each newly elected ~~or appointed~~ Board member ~~may~~ shall take an oath of office at the a regularly scheduled, ~~monthly~~ July board meeting following the election. Each newly appointed Board member shall take an oath of office at the Board meeting at which they are appointed or at the first regularly scheduled Board meeting following their appointment.

Qualifications

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

candidate, the Board ~~shall~~must obtain an opinion from legal counsel before seating such person.

Maintenance of Eligibility

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

Vacancies

~~As per~~ ORS 198.320, provides that vacancies on the Board shall be filled by appointment by a majority of the remaining members of the Board. The period of service of a person appointed to fill a vacancy ~~shall expires~~ on June 30 after the next District election at which a successor is elected to fill the remainder of the term.

Meeting the Needs of the District

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

Primary Responsibilities

The TCTD Board of Directors has the following primary responsibilities:

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

Formulation and Interpretation of District ~~Ordinances and Policies~~

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

Emergency ~~ies~~ Staff Vacancies

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

Board Members Authorized by Official Board Action Only

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

Access to District Facilities

Board members shall only access the District's facilities during regular business office hours (8 a.m. to 5 p.m. Monday - Friday), or otherwise at times when public meetings or other official events are occurring within those facilities.

Ethical Standards

As elected officials, Board members are subject to the requirements of the Oregon Government Ethics Law set forth in ORS Chapter 224 and OAR Chapter 199. Board members ~~act as~~ are elected representatives of the District's citizens ~~of the District~~. Therefore, Board members shall adhere to the highest ethical standards in the conduct of District business.

Board Member Education

In order to effectively carry out their duties, Board members should be adequately informed. All Board members must comply with ORS 192.700(2)(a), which requires that every member of a governing body of a public body with total expenditures for a fiscal year of \$1 million or more shall attend or view public meetings training prepared by or approved by the Oregon Government Ethics Commission at least once during the member's term of office. In addition, Board members are encouraged to attend at least one (1) conference and/or other training program as the Board may authorize per year.

Public Accountability

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

Board Member Compensation

Board members will be paid a \$50 stipend per meeting for attendance at public meetings convened for the purpose of conducting TCTD business, pursuant to ORS 198.190. If food, beverage, or related items are provided to Board members as part of such public meetings, the per person value of the food, beverage, or related items shall be deducted from the \$50 stipend. Such compensation shall not be deemed lucrative. Board members shall be reimbursed for their actual and reasonable travel and other expenses incurred in the performance of official District duties.

Removal; Recall

Board members are not subject to removal by the Board. However, a Board member is subject to recall under the process set forth in ORS 249.865 to 249.877.

Biennial Report

The District Board shall report biennially to the Legislature on the activities of the District as required by ORS 267.540(5).

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

OREGON GOVERNMENT ETHICS POLICY	Number: 19
Adopted by the Board of Directors on June 23, 2016 Last Reviewed: June 18, 2025	Pages: 3

Purpose

The purpose of the Oregon Government Ethics Policy is to establish ethical standards of conduct for all district public officials in accordance with Oregon Government Ethics law.

The Oregon Government Ethics law applies to all elected and appointed officials, employees and volunteers. The Law prohibits the use of public office for financial gain, requires public disclosure of financial conflicts of interest, and limits gifts that an official may receive per calendar year.

Financial Gain

Each public official is prohibited from using the position as a public official to receive certain financial benefits or avoid financial detriments if the opportunity would not otherwise be available but for the position held by the public official. In addition, each public official is prohibited from using or attempting to use the official position to obtain financial benefits for a relative or a member of the public official's household, or for a business with which the public official, a relative, or a member of the public official's household is associated.

The following is a list of financial benefits that may be received. These include:

- Official compensation
- Reimbursement of expenses
- Honorarium
- Unsolicited awards for professional achievement
- Some gifts

For the purpose of this policy, pursuant to ORS 198.190, official compensation for elected members of the District's Board of Directors is limited to \$50 for each day or portion thereof on which they are performing services as a member of the governing body. This includes direct financial remuneration as well as benefits with monetary value such as food, beverages, or other related items, which the District may provide as part of any public meeting, team building activity, or social reception. (For further information regarding District-provided food and beverage, see Oregon Government Ethics Commission Advisory Opinion 25-126A dated May 9, 2025.)

Gifts

No public official shall solicit or receive any gift(s) with a total value of more than \$50 in a calendar year from any single source who could reasonably be known to have a financial interest in the official actions of that public official. A gift is defined as something of value given to a public official, for which the official does not pay an equal value. Gifts of entertainment are included in the \$50 gift limit.

This does not mean that an official cannot receive any gifts. The law only restricts gifts from sources that have an administrative or legislative interest in the public official's actions, and does allow the public official to receive up to \$50 worth of gifts from each source in a calendar year. The law does not limit gifts from relatives or members of the household of a public official.

Conflict of Interest

Oregon Government Ethics law identifies and defines two types of conflicts of interest: actual conflict of interest and potential conflict of interest. The difference between an actual conflict of interest and a potential conflict of interest is determined by the words "would" and "could". For example:

1. A public official is met with an **actual** conflict of interest when the public official participates in action that **would** affect the financial interest of the official, the official's relative or a business with which the official or a relative of the official is associated.
2. A public official is met with a **potential** conflict of interest when the public official participates in action that **could** affect the financial interest of the official, a relative of that official or a business with which the official or the relative of that official is associated.

A public official must announce or disclose the nature of any conflict of interest prior to taking any action on the matter. The public official's ability to participate in the decision is dependent on the type of conflict declared:

- Potential Conflict of Interest: Following the public announcement, the public official may participate in official action on the issue that gave rise to the conflict of interest.
- Actual Conflict of Interest: Following the public announcement, the public official must refrain from further participation in official action on the issue that gave rise to the conflict of interest.

If a public official is met with an actual conflict of interest and the public official's vote is necessary to meet the minimum number of votes required for official action, the public official may vote. The public official must make the required announcement and refrain from any discussion, but may participate in the vote required for official action by the governing body. These circumstances do not often occur. This provision does not apply in situations where there are insufficient votes because of a member's absence when the governing body is convened. Rather, it applies in circumstances when all members

of the governing body are present and the number of members who must refrain due to actual conflicts of interest make it impossible for the governing body to take official action.

Guidance

Public officials seeking guidance related to this Policy may contact the General Manager or the Oregon Government Ethics Commission.



Prepared for: | National Renewable Energy Laboratory
& the Northwest Oregon Transit Alliance

NWCONNECTOR



NWOTA Zero Emission Fleet Transition Plan



Overview

- NWOTA Zero Emission Fleet Transition Plan
- Supported by the Clean Bus Planning Awards (CBPA) via National Renewable Energy Lab (NREL)
- Funded by the Joint Office of Energy and Transportation
- Focus: Technical assistance to develop tailored ZEV transition plans



Project Goals

1

Develop an actionable Zero Emission Fleet Transition Plan

2

Assist 4 NWOTA transit agencies: CC Rider, SETD, TCTD, LCT

3

Compete for federal funding (e.g., FTA Low-No, EPA Clean School Bus)

4

Align with Oregon's GHG reduction goals and policy mandates



Analysis Methodology

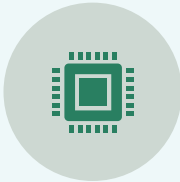
Methodology Highlights



Baseline Assessment:
Fleet size, usage, facility readiness



Feasibility Design:
Site review, utility needs, charger siting



Technical Analysis:
BEB/FCEB suitability, route modeling, emissions



Financial Review:
TCO, funding strategy, phased rollout



Workforce Planning:
Training needs and upskilling strategy



Fleet Readiness:
Ability to provide services, reduce maintenance costs, decrease down buses



Findings and Recommendations

Route and Service Assessment

- Purpose: Evaluate the feasibility of electrifying existing transit routes using Battery-Electric Buses (BEBs)
- Focus Areas: Route/block modeling, charging sequencing analysis
- Agency Considerations: specific constraints and assumptions



Route and Service Data Analysis Methodology

Data inputs:

- Route schedules, vehicle types, odometer readings, fueling logs

Two-part analysis:

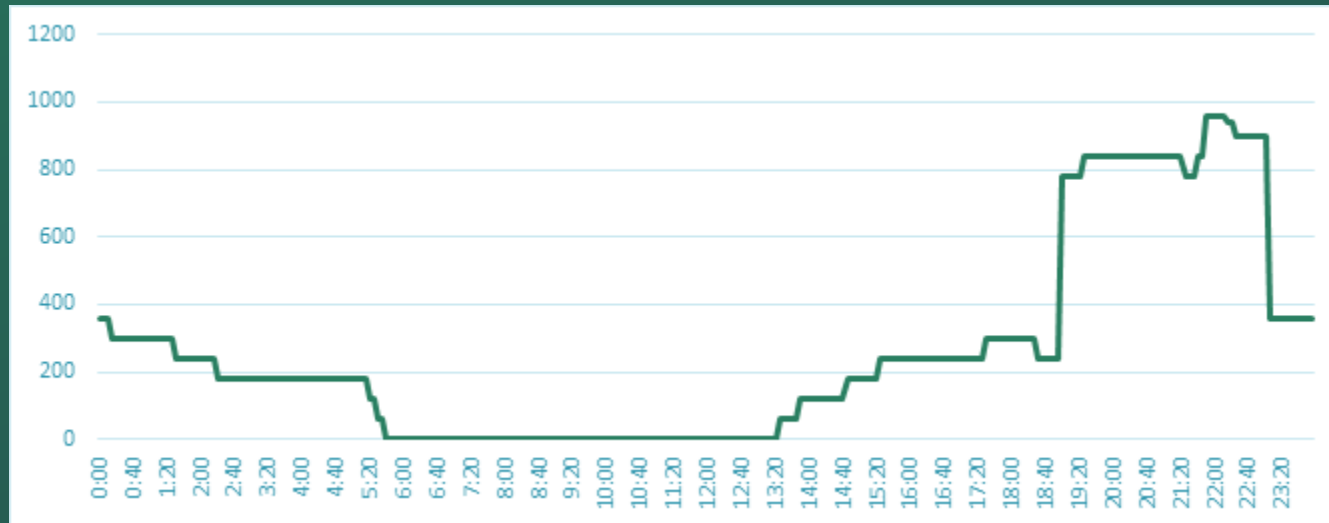
- Route/Block Analysis
Can electric buses complete service blocks on a single charge?
- Charging Sequencing
How much power is needed, and when?

Common Assumptions Across Agencies

1. Vehicles begin service at 90% State of Charge (SoC)
2. Single-block assumption for Dial-a-ride/on-demand routes unless stated
3. BEB cutoff set at 25% SoC (to account for delays/deadheading)
4. Fixed-route mileages increased by 20% to account for real-world conditions
5. Dial-a-ride, on-demand, and non-revenue mileages increased by 100%

Example of Estimated Charging Demand

Tillamook County Transportation District
Estimated Charging Demand



Analysis Results by Agency



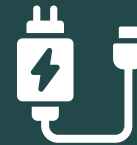
TCTD

- Prepare for a peak load of ~900 kW with sequencing strategies
- Stage charging times to avoid concurrent demand spikes using load management



CC Rider

- Peak demand of ~580 kW indicates moderate upgrade needs
- Implement dual-port charger layout to serve peak with ~50% charger concurrency



LCT

- Peak demand of ~480 kW supports phased infrastructure rollout
- Immediate charger needs support ~14 dispensers; scale to 20 in future phases.



SETD

- Expect high weekday charging peaks (~600 kW)
- Install island-based chargers with staging to accommodate dispersed returns

Route Analysis Results

- Most fixed routes are BEB-feasible; rural express and long blocks may need Fuel Cell Electric Buses (FCEBs) or modified operations
- Dial-a-ride services are most challenging due to high mileage and flexible service patterns
- Charging infrastructure must be sequenced to avoid overbuilding and manage utility demand
- Technology selection and route adjustments must be tailored to each agency's service profile



Analysis Results by Agency



TCTD

- Split dial-a-ride blocks into multiple segments to enable BEB operation
- Retain long intercity blocks (e.g., Pacific City) for FCEB use or schedule adjustment
- Apply block-level route adjustments to accommodate BEB range



CC Rider

- Monitor and manage longer demand response blocks through route reconfiguration or fleet rotation
- Use mileage data from in-service vehicles to refine future feasibility modeling



LCT

- Continue adjusting block operations to favor BEB-compatible lengths
- Designate Coast-to-Valley Express for future FCEB consideration or partial electrification



SETD

- Reassign or restructure Route 20 and some on-demand services due to energy demand exceeding capacity
- Apply BEBs only to standard fixed routes and divide long on-demand service blocks accordingly

Technical Feasibility of ZEVs

- BEBs viable for most fixed routes
- FCEBs better for long-range, high-demand rural routes
- FCEBs face infrastructure and fuel availability challenges
- Route scheduling adjustments may address range limits



Technical Feasibility by Agency



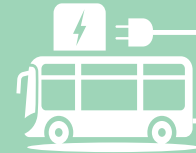
TCTD

- BEBs suitable for most fixed routes
- Use FCEBs or modify schedules for Pacific City and high-mileage blocks



CC Rider

- BEBs feasible for fixed routes and most demand-response
- Split longest demand-response blocks or consider staggered operations



LCT

- All routes except Coast-to-Valley Express are BEB-feasible
- Explore FCEBs or scheduling alternatives for CVE



SETD

- Most fixed routes are BEB-compatible
- Retain or redesign longer blocks (e.g., Route 20) for FCEB suitability



Overview of Infrastructure & Energy Needs

- All depots lack charging/fueling infrastructure
- Major upgrades required: new panels, grid connections
- Estimated peak loads: 480–900 kW per agency
- Hydrogen fueling adds cost and complexity



Infrastructure and Energy Needs by Agency



TCTD

- Depot upgrades required for new electric service
- Install 22 dual-port dispensers for revenue fleet and 3 for support vehicles



CC Rider

- Panel upgrades and lot restriping needed
- Install 14 revenue and 2 non-revenue dispensers with pole-mounted layout



LCT

- Shared depot requires utility upgrades
- Install chargers in designated zones to avoid impact on shared facilities
- Total of 10 chargers, each with two dispensers, for 20 dispensers for revenue vehicles



SETD

- Island-style charger layout required
- Upgrade electrical service and phase construction around weekday peak loads
- Total of 11 chargers with 22 dispensers
- Three chargers with one dispenser each for non-revenue vehicles

Fleet Readiness Methodology

Key Assumptions:

- ▶ Some mileage data was inconsistent: conservative averages and known usage patterns were used for estimation.
- ▶ Lead time for new ZEV procurement: ~12–16 months.
- ▶ Infrastructure installed during first procurement to avoid phased retrofits.

Fleet Readiness Methodology

Key Assumptions:

- ▶ Data Collection: Compiled fleet rosters, vehicle ages, and odometer readings from all agencies.
- ▶ Lifecycle Standards: Applied Oregon DOT's Vehicle Useful Life Guidelines by vehicle class (e.g., 12 years/500k miles for heavy-duty buses).
- ▶ Condition Categorization:
 - Overdue
 - Exceeded useful life
 - Critical: Within two years of retirement.
 - Imminent: two to four years remaining.
 - Upcoming: More than four years of service left.

Fleet Readiness & Replacement



Overdue – The vehicle that has reached the end of its useful life



Critical – The vehicle is near the end of its useful life within 2 years.



Imminent – The vehicle will end its lifecycle within 2 to 4 years.



Upcoming – The vehicle will end its useful life in 4 or more years.

- SETD: Urgent needs; high vehicle age
- TCTD: Nearly 50% of vehicles to be replaced by 2027
- LCT: Mix of aging and newer vehicles
- CC Rider: Newer fleet allows long-term planning
- Moderate procurement scenario recommended
- Full fleet replacements recommended by 2037 for all



Financial Feasibility

- BEBs: Higher upfront costs, better long-term savings
 - FCEBs: Highest Total Cost of Ownership (TCO); costly fuel & maintenance
-
- Better mileage tracking is needed for accurate TCO
 - Substantial GHG, NOx, and PM emission reductions

Transition Cost Summary by Agency

Agency	Upfront Cost	Net Present Value (NPV)	Payback Period	Key Cost Drivers
TCTD	High	+\$8.89M	3.6 yrs	High utilization enables rapid ROI
CC Rider	Moderate	-\$964K	12.0 yrs	Low mileage limits TCO benefits
LCT	Moderate	+\$829K	9.7 yrs	Positive ORI
SETD	High	+\$607K	10.5 yrs	Aging fleet yields quick OpEx savings

Workforce & Training

- Mechanic, driver, and dispatcher training needed
- High part-time reliance and vacancies pose challenges
- Partner with ODOT RTAP for training programs
- Cross-agency and OEM-led training recommended



Infrastructure and Energy Needs by Agency



TCTD

- Provide BEB-specific training for mechanics on high-voltage systems
- Engage ODOT RTAP for driver and dispatcher upskilling



CC Rider

- Address limited staffing through shared training or OEM partnerships
- Expand preventive maintenance program to include ZEV systems



LCT

- Coordinate training with other agencies using shared maintenance facility
- Prepare for specialized certifications in ZEV technologies



SETD

- Use vehicle replacements as a driver for training investment
- Incorporate safety protocols for rooftop battery maintenance

Stakeholder Engagement

- Coordinate with utilities for load management
- Engage state and federal agencies for funding alignment
- Maintain dialogue with labor unions & communities
- Pursue local and regional partnerships



Policy and Funding Landscape

- BIL & IRA offer major ZEV incentives
- State support via STIF & Clean Fuels Program
- Future funding subject to political and budget changes
- Coordinate joint grant applications for scale

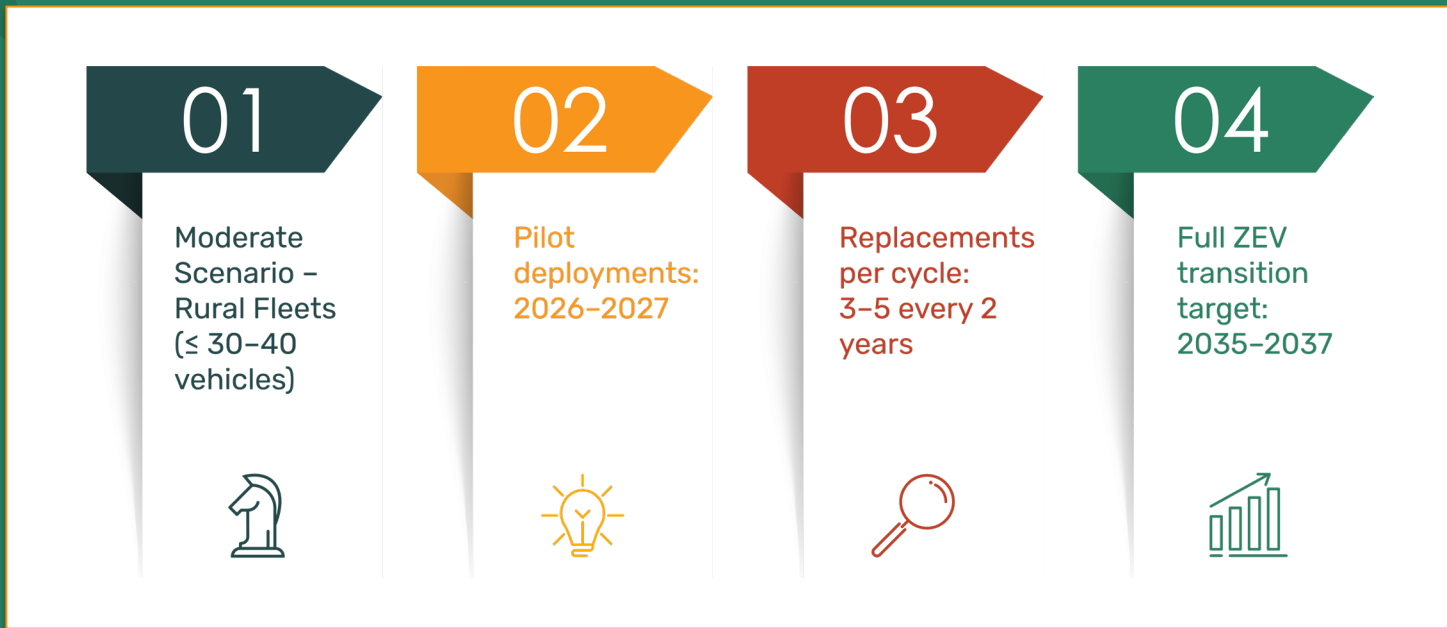


Strategic Outlook

- Start with 3–5 BEB pilots per agency
- Expand in 2–4 year cycles based on readiness
- Align infrastructure investment with fleet turnover
- Plan for diesel redundancy and mobile charging units



Implementation Timeline



THANK YOU!





Prepared for: National Renewable Energy Laboratory
& the Northwest Oregon Transit Alliance

NWCONNECTOR



ZERO EMISSIONS FLEET TRANSITION PLAN

Clean Bus Planning Award, NREL
Oregon
May 2025



Executive Summary

Northwest Oregon Transit Alliance (NWOTA) Zero Emission Fleet Transition Plan

April 2025

Introduction and Purpose

The Northwest Oregon Transit Alliance (NWOTA) is a partnership of rural transit agencies working collaboratively to enhance mobility and access throughout Northwestern Oregon. In recent years, NWOTA has recognized the need to align its transit services with the state's broader environmental and climate objectives. This Zero Emission Fleet Transition Plan represents a significant step toward that alignment. Developed with technical assistance from the Clean Bus Planning Awards (CBPA) Program, administered by the National Renewable Energy Laboratory (NREL) and funded by the Joint Office of Energy and Transportation, this plan provides a structured pathway for NWOTA to shift from internal combustion engine (ICE) vehicles to battery-electric buses (BEBs) and hydrogen fuel cell electric buses (FCEBs).

The agencies included in this study—Tillamook County Transportation District (TCTD), Columbia County Rider (CC Rider), Lincoln County Transit (LCT), and Sunset Empire Transportation District (SETD)—represent a diversity of rural operating environments and service demands. Benton County Transit, while a member of NWOTA, did not participate in the current phase of this analysis.

This transition plan supports NWOTA's objective of reducing emissions from transit services while strengthening its position to compete for major federal and state grants. These include the EPA Clean School Bus Program, the FTA Low- or No-Emission Grant Program, and the Oregon Department of Transportation's Carbon Reduction Program (CRP). CRP, supported by the Bipartisan Infrastructure Law, allocates \$24 million for small urban and rural areas in Oregon, with a focus on projects that reduce greenhouse gas emissions.

The plan also aligns with Oregon's Statewide Transportation Strategy (STS), which outlines a 2050 vision for significant reductions in GHG emissions, and Executive Order 20-04, which directs state agencies to take proactive steps in climate planning. Through this plan, NWOTA not only contributes to these goals but also builds a resilient, future-ready transit network for the communities it serves.

Project Scope and Methodology

To support a comprehensive understanding of zero-emission feasibility, the project team undertook a multi-pronged approach that combined technical modeling, facility review, financial analysis, and workforce assessment.

The first phase involved a detailed baseline assessment of each agency's existing fleet. This included collecting data on the number, type, and age of vehicles, service types (e.g., fixed route or demand response), and current fueling patterns. Virtual site assessments were conducted to evaluate the state of maintenance and storage facilities and identify spatial, electrical, and operational constraints that could affect the deployment of charging or hydrogen fueling infrastructure.

Next, a service and route analysis was performed, using real-world operational data such as fuel logs, odometer readings, and block-level service schedules. This allowed the team to assess whether specific blocks could be completed with a BEB, based on battery range, energy consumption, and layover availability. For routes exceeding BEB range, the plan evaluated alternative solutions, including operational restructuring and the potential use of hydrogen-powered vehicles.

Infrastructure planning followed, with the development of sequenced charging scenarios to model peak electrical loads and inform optimal charging schedules. This modeling accounted for vehicle arrival and departure times, charger output capacity, and state of charge assumptions. These insights were then used to size depot infrastructure and anticipate utility service upgrades.

Financial feasibility was assessed using a total cost of ownership (TCO) approach that considered vehicle capital costs, infrastructure investments, maintenance, fuel costs, and expected grants. The analysis also explored funding strategies, including layering federal and state grants to minimize local agency expenditures.

Finally, the plan incorporated workforce readiness and stakeholder coordination, reviewing existing labor structures, maintenance training needs, union considerations, and opportunities for community engagement. This holistic methodology ensured that each agency's unique operational and organizational context was considered in the plan.

Key Findings by Agency

Each agency's existing operations presented different opportunities and challenges for a zero-emission transition. The findings below reflect the results of service analysis, facility assessment, and peak energy demand modeling.

Tillamook County Transportation District (TCTD) operates a combination of fixed and dial-a-ride services that include long rural routes and seasonal offerings. Several blocks, particularly dial-a-ride services and the Pacific City Shuttle, exceeded current BEB range limitations. Charging infrastructure at TCTD's facility was modeled for 22 revenue vehicle dispensers and three for non-revenue vehicles, resulting in a peak load of 958 kW. The study concluded that BEBs are feasible for shorter blocks, but FCEBs or route segmentation will be necessary for longer-distance services.

Columbia County Rider (CC Rider) primarily operates shorter commuter services and demand response trips. These services generally feature lower mileage and longer layover periods, making them more amenable to BEB implementation. A peak load of 578 kW was modeled based on anticipated charging demand at the facility. Minor adjustments to schedules and charging timing can make a BEB rollout viable at scale.

Lincoln County Transit (LCT) provides both local loops and regional services, such as the Coast to Valley Express. While local routes are well-suited for BEBs, longer-distance trips surpass battery range limitations under current technology. Hydrogen was identified as a viable alternative for those express routes. The shared maintenance facility will require coordination with other county services to install new infrastructure and manage a peak load of approximately 480 kW.

Sunset Empire Transportation District (SETD) runs a blend of fixed-route, on-demand, and seasonal services in a geographically expansive area. Most fixed routes are compatible with BEBs, but the longer Route 20 and high-mileage demand response blocks challenge existing battery capabilities. With a modeled peak demand of 598 kW, SETD's transition will depend on restructured service blocks and possibly adopting FCEBs for more demanding routes.

Infrastructure and Charging Requirements

Successful fleet transition depends heavily on infrastructure planning. Each agency's depot layout, electrical service availability, and vehicle parking configuration were considered to develop right-sized charging solutions.

The plan recommends installing dual-output 120 kW chargers for most revenue vehicles. These chargers can support two dispensers each, allowing for simultaneous charging of two buses at reduced rates. For non-revenue vehicles, single-output Level 2 chargers (19.2 kW) are sufficient. Sequenced charging models allowed the team to forecast the number of chargers needed at any given time, identify periods of peak load, and avoid overdesigning electrical systems.

Most facilities will require trenching, transformer upgrades, and switchgear enhancements. In addition to utility coordination, permitting and zoning reviews may be necessary in some jurisdictions. Furthermore, rooftop battery access for BEBs introduces new safety considerations. The plan outlines options for fall protection, including elevated platforms with guardrails and ceiling-mounted fall arrest systems compliant with OSHA standards.

Hydrogen Fuel Cell Bus Feasibility

For agencies with high-mileage service blocks or minimal layover opportunities, hydrogen fuel cell electric buses (FCEBs) present a promising alternative to BEBs. FCEBs offer longer range, faster refueling times, and better performance on hilly terrain or cold-weather routes.

The plan assessed the feasibility of introducing hydrogen-powered vehicles in scenarios where BEBs would face operational limitations. TCTD and LCT emerged as prime candidates for pilot hydrogen deployments, especially on regional and intercity routes.

However, deploying hydrogen technology comes with challenges. Rural areas in Oregon currently lack reliable hydrogen distribution networks, and developing on-site fueling stations involves significant capital investment. The plan encourages agencies to collaborate regionally to aggregate demand and partner with emerging hydrogen suppliers. NWOTA may also benefit from coordinating with state initiatives focused on clean hydrogen infrastructure development.

Financial, Policy, and Workforce Considerations

The financial analysis revealed that while the capital cost of ZEV procurement and infrastructure installation is high, long-term savings from reduced fuel and maintenance expenditures can make the investment cost-effective over time. Total

cost of ownership models were developed for each agency, considering both BEBs and FCEBs, and included charging infrastructure and labor costs.

The plan also outlines strategies to maximize funding. Agencies are encouraged to apply for multiple grants—including the FTA Low-No Program, EPA’s Clean School Bus Program, and Oregon’s Carbon Reduction Program—and to pursue local partnerships for matching funds. The timing of procurement and infrastructure deployment should be aligned with grant cycles to optimize funding success.

Transitioning to ZEVs will also require significant workforce adaptation. Maintenance staff must be trained to handle high-voltage components, advanced diagnostic systems, and new safety protocols. Driver training may be needed to address regenerative braking and range optimization techniques. Agencies will also need to implement fall protection protocols for working on rooftop-mounted batteries.

In addition, staff morale, union representation, and career advancement opportunities were considered. Ensuring that the workforce is engaged and supported through the transition is essential to its long-term success.

Recommendations and Implementation Timeline

The plan proposes a phased implementation approach that enables NWOTA agencies to build internal capacity, secure funding, and validate technology performance over time.

- **Phase 1 (2025–2026):** Strategic planning, training, and utility coordination. Begin procurement of pilot BEBs and FCEBs and finalize infrastructure design.
- **Phase 2 (2026–2027):** Install charging and/or fueling infrastructure. Begin operation of pilot vehicles and evaluate performance.
- **Phase 3 (2027–2031):** Scale procurement and deploy zero-emission vehicles across priority routes. Coordinate fleet retirements with vehicle replacement schedules.
- **Phase 4 (2031–2037):** Complete full fleet conversion and continue optimizing operations, workforce development, and infrastructure performance.

This phased strategy allows for iterative learning and reduces the risk of service disruption.

Conclusion

The NWOTA Zero Emission Fleet Transition Plan provides a clear, actionable framework for rural transit agencies to decarbonize their operations while improving service quality and resilience. By combining data-driven analysis with infrastructure planning, financial modeling, and workforce development, the plan ensures that NWOTA is well-positioned to lead rural Oregon into a zero-emission transit future.

NWOTA agencies are now equipped to make informed decisions about vehicle procurement, facility upgrades, and operational changes while leveraging available funding to ease the financial burden of transition. This plan demonstrates that even in rural environments with diverse service needs, the path to clean transportation is both feasible and within reach.