

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



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



Wednesday, August 20, 2025, at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District
BOARD OF DIRECTORS – REGULAR MONTHLY MEETING
Agenda: Wednesday, August 20, 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. Executive Session: None
7. First Reading of Ordinance No. 3: Amending Ordinance No. 3 - Establishing Regulations Governing Conduct on District Property (Pgs. 1-9)

STATE OF THE DISTRICT REPORT

8. Financial and Grant Reports (June) (Pgs. 10-34)
9. Service Performance Reports (June) (Pgs. 35-43)
10. Northwest Oregon Transit Alliance (August meeting cancelled)
11. NW Rides Brokerage Report (July) (Pgs. 44-45)
12. General Manager Report (Pgs. 46-47)
 - 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 July 16, 2025, Regular Board Meeting (Pgs. 48-54)
15. Motion to Approve June 2025 Financial Statements
16. Motion to Amend Policy 19: Oregon Government Ethics Policy (Pgs. 55-57)
17. Motion to Amend Policy 21: Purchase Orders (Pgs. 58-59)
18. Motion to Amend Policy 23: Facility Maintenance Plan (Pgs. 60-64)
19. Motion to Approve Revisions to TCTD Personnel Policies & Employee Handbook (Pgs. 65-126)
20. Motion to Authorize the General Manager to Execute Garibaldi Bus Stop Infrastructure Quote with Brasco International, Inc. (Pgs. 127-134)

ACTION ITEMS

21. Resolution 25-27 Authorizing Signing Authority for the District's Umpqua Bank and LGIP Investment Accounts (Pg. 135)
22. Resolution 25-28 Authorizing the General Manager to Execute ODOT STIF Discretionary Grant Agreement Number 35915 (Pgs. 136-156)
23. Resolution 25-29 Authorizing the General Manager to Enter Into a Professional Services Agreement with Jacobs Engineering Group, Inc. for the NW Connector Bus Stop Access Project (Pgs. 157-192)

DISCUSSION ITEMS

24. Staff Comments
25. Board of Directors Comments
26. Adjournment

Next regularly scheduled meeting to be held September 17th, 2025

UPCOMING EVENTS

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



Next regularly scheduled meeting to be held September 17th, 2025

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

**An Ordinance Establishing
Regulations Governing Conduct
On District Property**

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ORDINANCE NO. 3

The Board of Directors of Tillamook County Transportation District does hereby ordain and decrees the following Ordinance:

1.05 To facilitate the purposes set forth in ORS Chapter 267, and for the safety, convenience, and comfort of District Passengers and for the protection and preservation of District property, it is necessary to establish the following rules and regulations governing use of District facilities and providing remedies for violations thereof.

1.10 **Definitions.** As used in this Ordinance, unless the context requires otherwise:

- (1) "District" means the Tillamook County Transportation District.
- (2) "District Appeals Officer" means any person designated by the District General Manager to hear appeals to Notices of Exclusion.
- (3) "District Facility" includes the District Administrative Facility, the Transit Visitor Center any other District transit bus stop, any bus passenger shelter, any District-operated parking lot or park-and-ride lot, covered areas of any bus stop, and any lands and rights of way that are owned, leased, held, or used for the purposes of providing public transportation services.
- (4) "District Transit System" means the property, equipment and improvements of whatever nature owned, leased or controlled by the District to provide public transportation for passengers or to provide for movement of people, and includes any District Vehicle and any District Facility.
- (5) The "Boarding Platform Area" of the Transit Visitor Center are designated on the attached Map. Boarding Platform Areas at bus stops within public rights-of-way are limited to eight feet from bus doors while buses are loading/unloading. Boarding Platform Areas at other locations owned/controlled by the District shall be eight feet from the curb where buses load/unload passengers.
- (6) A "shelter" is the area within the drip line of any structure located at a District bus stop that is designed or used to protect District customers from adverse weather conditions.
- (7) "District Vehicle" includes a bus, van or other vehicle used to transport passengers or a vehicle owned or operated by or on behalf of the District.
- (8) "Emergency" includes, but is not limited to, a fire on a District Vehicle or Facility, or serious physical injury to person, or threat thereof, or any apparently urgent medical need.
- (9) "Operator" means a District employee responsible for operating any District Vehicle.

- (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. The exclusion process shall be progressive as set forth below:
 - (a) Except in cases involving imminent threats to public health and safety, a person is entitled to an initial written warning that they have violated this Ordinance prior to receiving a Notice of Exclusion.
 - (b) If a person has previously received a written warning that they have violated this Ordinance or if the violation constitutes an imminent threat to public health and safety, the District~~Except as provided in (b) below,~~shall give written Notice signed by the issuing authority ~~shall be given to that~~ person, notifying them that they have ~~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, just cause for length of exclusion, and the consequences for failure to comply with the notice. Except in cases demonstrated by just cause, the initial length of any exclusion will be one week.
 - (c) If a person has previously been excluded from the District Transit System, the District may provide a subsequent exclusion Notice for

a longer period of time, up to the maximum time allowed under this Ordinance

(bd) 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.

(ee) The District will ensure that no person with a disability will be refused transportation except for in circumstances where the individual is engaged in violent behavior, seriously disruptive behavior, engaged in illegal conduct, or represents a direct threat to others. The District acknowledges that certain disabilities may result in the involuntary breach of this Ordinance and therefore will review each alleged violation on a case-by-case basis.

(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 are allowed at any point during suspension. Suspension lengths will be determined by the issuing party by considering due process and if the event preceding exclusion is a reoccurring offense. These determinations will be noted on the Notice of Exclusion 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 of the District Appeals Officer's decision can be made any time during the suspension. 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 ____ day of _____, 2014
and signed by the Board Chair and Board Clerk in authentication of its passage.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT

First Reading: _____

Board Chair

Second Reading: _____

Effective Date: _____

Attest:

Board Clerk

Tillamook County Transportation District

Normal Trial Balance

From 6/1/2025 Through 6/30/2025

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account #4558	310,076.67	
1006	Payroll Checking #5614		24,292.92
1009	NW RIDES ACCOUNT #8510	1,024,670.68	
1011	Prop. Mgmt. Checking #7071	21,749.60	
1012	NWOTA #4564	49,412.04	
1020	LGIP1020 #5879	1,079,524.43	
1030	LGIP1030 #5931	1,084,378.63	
1035	LGIP1035 #6518	118,744.20	
1040	Petty Cash	200.00	
Report Total		3,688,756.25	24,292.92
Report Difference		3,664,463.33	

B. C. Little
8/15/2025

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	3500	0.00	96,690.87	1,160,290.00	(1,160,290.00)	0.00%
Fares	4000	10,671.92	20,562.50	246,750.00	(105,454.54)	57.26%
Contract Revenue	4020	35,114.75	28,260.25	339,123.00	(86,956.07)	74.35%
Property Tax	4100	38,707.06	101,302.12	1,215,625.00	19,505.16	101.60%
Past Years Property Tax	4110	2,313.25	1,013.00	12,156.00	8,213.37	167.56%
State Timber Revenue	4120	0.00	17,805.13	213,662.00	(1,244.19)	99.41%
Mass Transit State Payroll Tax	4130	0.00	9,983.37	119,800.00	46,187.87	138.55%
Capital Grants	4210	0.00	149,833.37	1,798,000.00	(1,723,000.00)	4.17%
Grants - FTA 5311	4220	0.00	150,086.25	1,801,035.00	(1,624,386.00)	9.80%
Grants - COVID	4221	0.00	18,910.38	226,925.00	(46,655.00)	79.44%
Grants - 5311 (f)	4240	0.00	30,000.00	360,000.00	(360,000.00)	0.00%
Grants - 5310	4245	0.00	8,688.50	104,262.00	61,285.00	158.77%
Grants - 5305	4246	0.00	7,032.88	84,395.00	(84,395.00)	0.00%
Special Bus Operations	4300	0.00	41.63	500.00	(500.00)	0.00%
Miscellaneous Income	4400	32.54	1,116.75	13,401.00	(12,951.35)	3.35%
Sale of Assets - Income	4410	950.00	250.00	3,000.00	14,150.00	571.66%
Interest Income	4510	4,859.28	3,500.00	42,000.00	16,245.56	138.67%
Transfer From General Fund	4911	0.00	0.00	0.00	35,320.00	0.00%
Transfer from NWOTA	4917	0.00	(250.00)	(3,000.00)	6,000.00	(100.00)%
Transfer from STIF Fund	4918	0.00	(37,753.63)	(453,044.00)	453,044.00	0.00%
Total Resources	<u>92,648.80</u>	<u>607,073.37</u>	<u>2,738,998.81</u>	<u>7,284,880.00</u>	<u>(4,545,881.19)</u>	<u>37.60%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	42,051.86	45,143.74	541,724.00	79,628.61	85.30%

Tillamook County Transportation District
Financial Statement
01 - General Fund

From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
5020 Payroll: Dispatch	9,721.27	15,202.38	100,655.50	182,429.00	81,773.50	55.17%
5030 Payroll: Drivers	63,946.41	120,808.63	849,423.01	1,449,704.00	600,280.99	58.59%
5040 Payroll: Maintenance	11,236.83	15,158.38	156,611.49	181,901.00	25,289.51	86.09%
5050 Payroll Expense	11,373.45	15,094.37	169,518.16	181,132.00	11,613.84	93.58%
5051 Payroll Healthcare	30,464.58	49,015.87	399,017.39	588,190.00	189,172.61	67.83%
5052 Payroll Retirement	3,084.22	7,834.13	66,233.18	94,010.00	27,776.82	70.45%
5053 Payroll Veba	3,515.70	3,701.25	41,279.53	44,415.00	3,135.47	92.94%
5055 Workers Compensation Ins.	0.00	2,800.00	37,827.38	33,600.00	(4,227.38)	112.58%
Total Personnel Services	175,394.32	274,758.75	2,282,661.03	3,297,105.00	1,014,443.97	69.23%
Materials and Services						
5100 Professional Services	41,817.00	10,893.75	159,480.84	130,725.00	(28,755.84)	121.99%
5103 Planning	0.00	4,166.63	1,710.00	50,000.00	48,290.00	3.42%
5120 Dues & Subscriptions	70.99	1,542.88	27,900.00	18,515.00	(9,385.00)	150.68%
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	2,146.12	23,624.39	25,753.00	2,128.61	91.73%
5150 Fees & Licenses	746.02	1,966.38	54,133.24	23,597.00	(30,536.24)	229.40%
5160 Insurance	0.00	14,494.24	180,137.37	173,930.00	(6,207.37)	103.56%
5170 Office Expense	1,192.32	896.88	12,074.03	10,763.00	(1,311.03)	112.18%
5175 Board Expense	7,808.16	1,561.38	26,143.41	18,737.00	(7,406.41)	139.52%
5180 Operational Expense	3,168.25	5,085.87	36,008.93	61,030.00	25,021.07	59.00%
5185 Drug & Alcohol Administration	500.00	131.25	2,880.00	1,575.00	(1,305.00)	182.85%
5190 Marketing	2,923.41	7,322.38	18,696.75	87,869.00	69,172.25	21.27%
5210 Telephone Expense	1,570.88	2,864.37	16,323.29	34,372.00	18,048.71	47.49%
5220 Travel & Training	2,349.31	1,925.00	21,042.33	23,100.00	2,057.67	91.09%
5240 Vehicle Expense	7,251.42	18,750.00	110,295.71	225,000.00	114,704.29	49.02%
5245 Diesel & Gasoline Fuel	17,388.26	32,917.50	190,894.19	395,010.00	204,115.81	48.32%

Tillamook County Transportation District

Financial Statement

01 - General Fund

From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Propane Fuel	5247	0.00	1,408.79	60,000.00	58,591.21	2.34%
Postage	5260	66.85	1,214.11	1,331.00	116.89	91.21%
Member Mileage Reimbursement	5266	0.00	60,000.00	34,395.00	(25,605.00)	174.44%
Mgmt/Labor Recreation Fund	5270	0.00	0.00	4,119.00	4,119.00	0.00%
Transit Center Maint	5285	1,534.74	21,037.05	21,365.00	327.95	98.46%
Property Maint. & Repair	5340	92.00	306.30	0.00	(306.30)	0.00%
Operations Facility Maint.	5346	214.08	3,378.51	4,410.00	1,031.49	76.61%
Total Materials and Services		90,312.18	970,046.23	1,409,481.00	439,434.77	68.82%
Transfers						
Transfer to Vehicle Reserve	9150	0.00	0.00	3,000.00	3,000.00	0.00%
Transfer to NWOTA Fund	9160	0.00	7,500.00	1,118,035.00	1,110,535.00	0.67%
Unappropriated Ending Fund Bal	9180	0.00	0.00	227,346.00	227,346.00	0.00%
Total Transfers		0.00	7,500.00	1,348,381.00	1,340,881.00	0.56%
Capital Outlay						
Capital Purchases						
Bus Replacement/Addition	6000	0.00	148,427.00	1,690,000.00	1,541,573.00	8.78%
Van Replacement/Addition	6010	0.00	0.00	292,000.00	292,000.00	0.00%
Other Capital Projects	6050	0.00	600.00	160,000.00	159,400.00	0.37%
Total Capital Purchases		0.00	149,027.00	2,142,000.00	1,992,973.00	6.96%
Total Capital Outlay		0.00	149,027.00	2,142,000.00	1,992,973.00	6.96%
Total Expenses		265,706.50	3,409,234.26	8,196,967.00	4,787,732.74	41.59%

Tillamook County Transportation District

Financial Statement

02 - Property Management Fund
From 6/1/2025 Through 6/30/2025

	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	0.00	3,000.00	15,900.00	36,000.00	(20,100.00)	44.16%
Lease Operational Exp Income	2,446.19	108.37	14,776.47	1,300.00	13,476.47	1,136.65%
Transfer From General Fund	0.00	(1,020.88)	0.00	(12,251.00)	12,251.00	0.00%
Total Resources	<u>2,446.19</u>	<u>5,837.49</u>	<u>30,676.47</u>	<u>70,049.00</u>	<u>(39,372.53)</u>	<u>43.79%</u>
Expenses						
Materials and Services						
Professional Services	0.00	166.63	0.00	2,000.00	2,000.00	0.00%
Property Operating Expense	4,410.16	2,502.50	26,894.54	30,030.00	3,135.46	89.55%
Property Maint. & Repair	3,554.52	3,079.37	86,073.21	36,952.00	(49,121.21)	232.93%
Total Materials and Services	<u>7,964.68</u>	<u>5,748.50</u>	<u>112,967.75</u>	<u>68,982.00</u>	<u>(43,985.75)</u>	<u>163.76%</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>7,964.68</u>	<u>8,854.25</u>	<u>154,022.85</u>	<u>106,251.00</u>	<u>(47,771.85)</u>	<u>144.96%</u>

Tillamook County Transportation District

Financial Statement

04 - Capital Reserve Fund

From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	3500	0.00	107,136.38	1,285,637.00	(1,285,637.00)	0.00%
Interest Income	4510	4,083.87	2,083.37	25,000.00	30,900.23	223.60%
Total Resources		4,083.87	109,219.75	1,310,637.00	(1,254,736.77)	4.27%
Expenses						
Materials and Services						
Fees & Licenses	5150	0.00	0.00	0.00	(0.05)	0.00%
Total Materials and Services		0.00	0.00	0.00	(0.05)	0.00%
Transfers						
Transfer to GF Grant Match	9165	0.00	21,246.87	254,962.00	254,962.00	0.00%
Reserve for Future Expenditure	9175	0.00	87,972.88	1,055,675.00	1,055,675.00	0.00%
Total Transfers		0.00	109,219.75	1,310,637.00	1,310,637.00	0.00%
Total Expenses		0.00	109,219.75	1,310,637.00	1,310,636.95	0.00%

Tillamook County Transportation District

Financial Statement

05 - Vehicle Purchase Reserve Fund
From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital						
Transfer From General Fund	3500 0.00	3,102.12	0.00	37,225.00	(37,225.00)	0.00%
	4911 0.00	(250.00)	0.00	(3,000.00)	3,000.00	0.00%
Total Resources	0.00	2,852.12	0.00	34,225.00	(34,225.00)	0.00%
Expenses						
Transfers						
Reserve for Future Expenditure	9175 0.00	3,352.12	0.00	40,225.00	40,225.00	0.00%
Total Transfers	0.00	3,352.12	0.00	40,225.00	40,225.00	0.00%
Total Expenses	0.00	3,352.12	0.00	40,225.00	40,225.00	0.00%

Tillamook County Transportation District

Financial Statement

06 - Bus Wash Maintenance Reserve

From 6/1/2025 Through 6/30/2025

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

Tillamook County Transportation District

Financial Statement

08 - Northwest Oregon Transit Allia
From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital						
4225 NWOTA Partner Cont. Match	0.00	6,666.63	0.00	80,000.00	(80,000.00)	0.00%
4911 Transfer From General Fund	0.00	29,542.50	45,000.00	354,510.00	(309,510.00)	12.69%
4918 Transfer from STIF Fund	0.00	(79,836.25)	7,500.00	(958,035.00)	965,535.00	(0.78)%
Total Resources	0.00	(13,333.37)	0.00	(160,000.00)	160,000.00	0.00%
	0.00	(56,960.49)	52,500.00	(683,525.00)	736,025.00	(7.68)%
Expenses						
Materials and Services						
Professional Services	0.00	416.63	0.00	5,000.00	5,000.00	0.00%
5101 Administrative Support	28,209.48	2,083.37	28,502.02	25,000.00	(3,502.02)	114.00%
5102 Website Maintenance	6,050.00	3,333.37	39,050.00	40,000.00	950.00	97.62%
5190 Marketing	0.00	416.63	0.00	5,000.00	5,000.00	0.00%
5220 Travel & Training	0.00	0.00	960.87	0.00	(960.87)	0.00%
Total Materials and Services	34,259.48	6,250.00	68,512.89	75,000.00	6,487.11	91.35%
Transfers						
Transfer to General Fund	0.00	250.00	3,000.00	3,000.00	0.00	100.00%
9180 Unappropriated Ending Fund Bal	0.00	29,709.13	0.00	356,510.00	356,510.00	0.00%
Total Transfers	0.00	29,959.13	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%
6050 Other Capital Projects	0.00	13,333.37	0.00	160,000.00	160,000.00	0.00%
Total Capital Purchases	0.00	93,169.62	0.00	1,118,035.00	1,118,035.00	0.00%
Total Capital Outlay	0.00	93,169.62	0.00	1,118,035.00	1,118,035.00	0.00%
Total Expenses	34,259.48	129,378.75	71,512.89	1,552,545.00	1,481,032.11	4.61%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital	0.00	83,333.37	0.00	1,000,000.00	(1,000,000.00)	0.00%
NWR Revenue	480,911.21	437,389.62	5,624,378.90	5,248,675.00	375,703.90	107.15%
NWR Reserve	0.00	35,333.37	11,219.93	424,000.00	(412,780.07)	2.64%
Interest Income	0.00	1,186.63	0.00	14,240.00	(14,240.00)	0.00%
Total Resources	480,911.21	557,242.99	5,635,598.83	6,686,915.00	(1,051,316.17)	84.28%
Expenses						
Personnel Services						
Payroll: Administration	33,745.08	36,004.88	419,753.17	432,059.00	12,305.83	97.15%
Payroll: Indirect	1,101.28	1,948.38	14,436.92	23,381.00	8,944.08	61.74%
Payroll Expense	2,703.81	3,294.12	36,643.75	39,529.00	2,885.25	92.70%
Payroll Healthcare	6,521.58	9,378.13	83,059.16	112,538.00	29,478.84	73.80%
Payroll Retirement	3,479.96	2,893.13	26,648.82	34,718.00	8,069.18	76.75%
Payroll Veba	1,359.64	1,357.13	14,751.04	16,286.00	1,534.96	90.57%
Workers Compensation Ins.	0.00	43.75	411.77	525.00	113.23	78.43%
Total Personnel Services	48,911.35	54,919.52	595,704.63	659,036.00	63,331.37	90.39%
Materials and Services						
Professional Services	4,040.00	437.50	45,974.88	5,250.00	(40,724.88)	875.71%
Office Equipment R&R	0.00	2,500.00	1,691.26	30,000.00	28,308.74	5.63%
Computer R&M	2,207.64	1,856.50	55,222.75	22,278.00	(32,944.75)	247.88%
Fees & Licenses	4,000.00	5,416.63	5,500.00	65,000.00	59,500.00	8.46%
Insurance	0.00	545.62	6,547.00	6,547.00	0.00	100.00%
Office Expense	547.99	583.37	5,472.24	7,000.00	1,527.76	78.17%
Operational Expense	50,416.57	625.00	54,643.60	7,500.00	(47,143.60)	728.58%
Telephone Expense	2,087.44	1,854.13	26,738.71	22,250.00	(4,488.71)	120.17%

Tillamook County Transportation District

Financial Statement

09 - NW RIDES ACCOUNT

From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Travel & Training	5220	0.00	4,398.45	1,575.00	(2,823.45)	279.26%
Postage	5260	0.00	79.60	525.00	445.40	15.16%
Purchased Transportation	5265	345,776.95	4,303,693.40	4,000,000.00	(303,693.40)	107.59%
Member Mileage Reimbursement	5266	30,000.00	420,000.00	420,000.00	0.00	100.00%
Volunteer Mileage Reimburse	5267	36,263.20	469,265.29	600,000.00	130,734.71	78.21%
Office Rent	5281	1,700.00	7,400.00	15,000.00	7,600.00	49.33%
Property Operating Expense	5300	746.19	5,553.20	3,150.00	(2,403.20)	176.29%
Total Materials and Services		477,785.98	5,412,180.38	5,206,075.00	(206,105.38)	103.96%
Transfers						
Reserve for Future Expenditure	9175	0.00	0.00	424,000.00	424,000.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	0.00	297,805.00	297,805.00	0.00%
Total Transfers		0.00	0.00	721,805.00	721,805.00	0.00%
Capital Outlay						
Capital Purchases						
Ecolane Investment	6022	0.00	0.00	100,000.00	100,000.00	0.00%
Total Capital Purchases		0.00	0.00	100,000.00	100,000.00	0.00%
Total Capital Outlay		0.00	0.00	100,000.00	100,000.00	0.00%
Total Expenses		526,697.33	6,007,885.01	6,686,916.00	679,030.99	89.85%

Tillamook County Transportation District

Financial Statement

10 - STIF

From 6/1/2025 Through 6/30/2025

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	92%
Resources						
Working Capital						
STIF Population Formula	3500	0.00	14,192.50	170,310.00	(170,310.00)	0.00%
STIF Intercommunity	4135	0.00	37,753.63	453,044.00	90,928.00	120.07%
Interest Income	4136	0.00	29,866.63	358,400.00	(358,400.00)	0.00%
Transfer From General Fund	4510	380.69	0.00	0.00	4,459.73	0.00%
	4911	0.00	17,660.00	0.00	17,660.00	0.00%
Total Resources		<u>380.69</u>	<u>566,091.73</u>	<u>981,754.00</u>	<u>(415,662.27)</u>	<u>57.66%</u>
Expenses						
Materials and Services						
Fees & Licenses	5150	0.00	0.00	0.00	(0.05)	0.00%
Total Materials and Services		0.00	0.05	0.00	(0.05)	0.00%
Special Payments						
STIF Payments to Recipients	5200	0.00	1,766.00	21,192.00	21,192.00	0.00%
STIF Payments to Recipients	5201	12,362.00	2,071.75	24,861.00	3,669.00	85.24%
Total Special Payments		<u>12,362.00</u>	<u>3,837.75</u>	<u>46,053.00</u>	<u>24,861.00</u>	<u>46.02%</u>
Transfers						
Transfer to General Fund	9130	0.00	50,773.63	609,284.00	609,284.00	0.00%
Transfer to NWOTA Fund	9160	0.00	13,333.37	160,000.00	160,000.00	0.00%
Transfer to STIF	9170	0.00	0.00	0.00	(17,660.00)	0.00%
Reserve for Future Expenditure	9175	0.00	7,372.12	88,465.00	88,465.00	0.00%
Unappropriated Ending Fund Bal	9180	0.00	6,496.00	77,952.00	77,952.00	0.00%
Total Transfers		<u>0.00</u>	<u>77,975.12</u>	<u>935,701.00</u>	<u>918,041.00</u>	<u>1.89%</u>
Total Expenses		<u>12,362.00</u>	<u>38,852.05</u>	<u>981,754.00</u>	<u>942,901.95</u>	<u>3.96%</u>

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 6/1/2025 Through 6/30/2025

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
19244	6/4/2025	22.76	Office Depot Credit Plan	Board Manual Dividers
19244	6/4/2025	63.26	Office Depot Credit Plan	Board Manual Binder
19244	6/4/2025	9.83	Office Depot Credit Plan	Gel Pens
19244	6/4/2025	27.63	Office Depot Credit Plan	Board Manual Binder
19244	6/4/2025	28.45	Office Depot Credit Plan	Board Manual Dividers
19245	6/5/2025	450.00	COUNTRY MEDIA	Transit CSR Job Posting
19246	6/5/2025	48.85	City Of Tillamook	TVC Water 4/9-5/7/2025
19247	6/5/2025	51.15	COUNTRY MEDIA	Public Meeting Notice 5/13/25
19248	6/5/2025	50.00	David McCall	Board Meeting 05/21/2025
19249	6/5/2025	1,540.00	Eleanor Carey	Annual Report
19250	6/5/2025	301.70	Fred Meyer Customer Charges	POA #56793
19251	6/5/2025	50.00	Gary A. Hanenkrat	Board Meeting 05/21/2025
19252	6/5/2025	50.00	Jonathan Bean	Board Meeting 05/21/2025
19253	6/5/2025	8,000.00	KNOWLEDGE IN MOBILITY	Market Research on Trolley's
19254	6/5/2025	50.00	Linda Adler	Board Meeting 05/21/2025
19255	6/5/2025	100.00	Marie Mills Foundation	Bronze Donation
19256	6/5/2025	50.00	Marni Johnston	Board Meeting 05/21/2025
19257	6/5/2025	50.00	MARY JOHNSON	Board Meeting 05/21/2025
19258	6/5/2025	50.00	Nan Devlin	Board Meeting 05/21/2025
19259	6/5/2025	234.34	DAVISON AUTO PARTS, INC.	POA May 2025
19260	6/5/2025	81.30	Office Depot Credit Plan	Laminating Pouches
19260	6/5/2025	33.48	Office Depot Credit Plan	Office Supplies
19260	6/5/2025	249.99	Office Depot Credit Plan	Document Scanner
19260	6/5/2025	87.40	Office Depot Credit Plan	Kleenex
19261	6/5/2025	9.62	Rosenberg Builders Supply	POA INV#205-920898/924992
19262	6/5/2025	45.72	Tillamook PUD	SB Barn Electric 4/12-5/12/2025
19262	6/5/2025	57.13	Tillamook PUD	LB Barn Electric 4/12-5/12/2025
19262	6/5/2025	108.12	Tillamook PUD	Transit Electric 4/12-5/12/2025
19263	6/5/2025	400.80	VERIZON	Tablet Service 4/27-5/26/2025
19264	6/1/2025	7,064.00	Marie Mills Center, Inc	STIF MM Q3 FY25, CORRECT Q1 & Q2 FY25
19265	6/12/2025	120.00	GWEN RUSSELL	DOT Medical Card
19266	6/12/2025	90.00	JEREMY BELLANTE	DOT Medical Card
19267	6/12/2025	13.94	Office Depot Credit Plan	NWR/TCTD Office Supplies
19268	6/12/2025	65.00	David Presnell	DOT Medical Card
19269	6/12/2025	658.63	ASTOUND	Phone Service 4/27-5/26/2025
19270	6/12/2025	120.00	BIO-MED TESTING SERVICE, INC.	Pre Employment Test
19271	6/12/2025	9,352.03	CARSON OIL CO INC	5/16-5/31/2025 Fuel
19272	6/12/2025	877.44	CINTAS	Uniforms/Shop Supplies
19273	6/12/2025	180.00	COUNTRY MEDIA	Transit CSR Job Posting 753545/754644
19273	6/12/2025	218.55	COUNTRY MEDIA	Budget Meeting Notice
19274	6/12/2025	655.91	Les Schwab Tire Center	Inv# 22200733977/735105
19275	6/12/2025	1,407.10	Marie Mills Center, Inc	TVC Janitorial May 2025
19276	6/12/2025	186.95	Office Depot Credit Plan	Copier Toner
19277	6/12/2025	90.00	Oregon State Police	TCTD Background Check
19278	6/18/2025	803.80	ABILA	Abila Managed Plan 7/15-8/14/2025
19279	6/18/2025	475.54	GenXsys Solutions, LLC	JUNE 2025 Server Storage Virus Plan
19279	6/18/2025	2,142.90	GenXsys Solutions, LLC	JUNE 2025 Managed Service Fund
19280	6/18/2025	12,060.00	SINGERLEWAK LLP	Progress Audit Billing 6/30/2024
19280	6/18/2025	8,000.00	SINGERLEWAK LLP	STIF 6/30/2023
19281	6/18/2025	119.40	CRYSTAL AND SIERRA SPRINGS	Water Service 4/18-5/29/2025
19282	6/18/2025	2,235.00	JORDAN RAMIS, PC	Planning/Grant 35084
19282	6/18/2025	1,350.00	JORDAN RAMIS, PC	Bus Stop Improvement Project Grant 35084
19283	6/18/2025	361.20	Tillamook Motor Co.	Inv #169095 & 169130
19284	6/26/2025	93.86	Pacific Office Automation	NWR/TCTD Copier Usage 5/9-6/9/2025
19285	6/26/2025	8,202.94	CARSON OIL CO INC	Fuel 6/1-6/15/2025

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account #4558

From 6/1/2025 Through 6/30/2025

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
19286	6/26/2025	301.90	CATHY BOND	Driver CDL Test/Meal
19287	6/26/2025	62.00	COUNTRY MEDIA	Board Meeting Notice
19288	6/26/2025	50.00	David McCall	Board Meeting 06/18/2025
19289	6/26/2025	152.06	Fred Meyer Customer Charges	POA #56793 June 2025
19290	6/26/2025	50.00	Gary A. Hanenkrat	Board Meeting 06/18/2025
19291	6/26/2025	5,335.00	INNOVA LEGAL ADVISORS	ATU Legal Fees
19292	6/26/2025	50.00	Jonathan Bean	Board Meeting 06/18/2025
19293	6/26/2025	50.00	Marni Johnston	Board Meeting 06/18/2025
19294	6/26/2025	50.00	MARY JOHNSON	Board Meeting 06/18/2025
19295	6/26/2025	50.00	Nan Devlin	Board Meeting 6/18/2025
19296	6/26/2025	30.34	Office Depot Credit Plan	Office Disinfectant Wipes/Spray
19296	6/26/2025	17.49	Office Depot Credit Plan	Admin Door Coat Rack
19297	6/26/2025	111.23	Tillamook PUD	TVC Electric 5/12-6/12/2025
19297	6/26/2025	57.45	Tillamook PUD	LB Barn Electric 5/12-6/12/2025
19297	6/26/2025	45.40	Tillamook PUD	SB Barn Electric 5/12-6/12/2025
19327	6/30/2025	4,875.34	HRA VEBA TRUST	AP BENEFITS JUNE 2025
19328	6/30/2025	689.29	ATU LOCAL #757	UNION DUES JUNE 2025
19348	6/30/2025	946.32	PACIFIC SOURCE	FSA JUNE 2025
19350	6/30/2025	37,061.00	SPECIAL DISTRICTS INS. SERVICE	HEALTH/DENTAL/LIFE/STD/LTD BENEFITS JUNE 2025
19351	6/30/2025	1,025.64	MUTUAL OF OMAHA	LIFE/STD/LTD BENEFITS JUNE 2025
19376	6/30/2025	5,298.00	Marie Mills Center, Inc	AP STIF MM Q4 FY25
ACH 05.2025	6/30/2025	3,437.83	Elan Financial Services	Umpqua 4/24-5/23/2025
ACH POA 6.25	6/15/2025	254.45	Pacific Office Automation	OFFICE COPIER LEASE
ACH ZOOM 6.29	6/29/2025	40.00	ZOOM VIDEO COMMUNICATIONS INC	MONTHLY ZOOM
Report Total		129,286.46		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking #5614

From 6/1/2025 Through 6/30/2025

Document Number	Document Date	Transaction Amount	Payee	Transaction Description
ACH ADP 6.2025	6/20/2025	1,285.90	ADP, LLC	ADP PAYROLL AND MONTHLY SERVICE FEES
ACH ADP TAX FEE	6/2/2025	339.90	ADP, LLC	ADP TAX FEE Q4 2025
ACH AFLAC 6.25	6/15/2025	531.06	AFLAC	AFLAC 6.2025
ACH PLO FILING	6/5/2025	150.00	Oregon Employment Department	PLO FILING FEE
Report Total		2,306.86		

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 6/1/2025 Through 6/30/2025

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4636	6/5/2025	31.90	Office Depot Credit Plan	Picture Hanging Strips
4637	6/5/2025	6,510.75	GenXsys Solutions, LLC	Computer set up NWR New Space
4638	6/5/2025	2,381.60	JANNA SMITH	Volunteer MR May 2025
4639	6/5/2025	238.30	JOY WINKELHAKE	Volunteer MR May 2025
4640	6/5/2025	5,246.60	KANDIS LIDAY	Volunteer MR May 2025
4641	6/5/2025	46.20	LEANN CHUINARD	Volunteer MR May 2025
4642	6/5/2025	9.16	Office Depot Credit Plan	Office Supplies
4643	6/5/2025	4,040.00	Essential Credential Exchange	NWR Compliance Co.
4644	6/5/2025	4,354.40	SEAN REKART	Volunteer MR May 2025
4645	6/12/2025	116.10	Office Depot Credit Plan	NWR/TCTD Office Supplies
4646	6/12/2025	1,495.34	ASTOUND	Phone Service 4/27-5/26/2025
4647	6/12/2025	33.00	Oregon State Police	TCTD Background Check
4648	6/18/2025	4,604.00	AAA RIDE ASSIST	5/1 - 5/10/2025
4648	6/18/2025	3,633.00	AAA RIDE ASSIST	5/11 - 5/17/2025
4648	6/18/2025	3,968.50	AAA RIDE ASSIST	5/18 - 5/24/2025
4648	6/18/2025	3,016.50	AAA RIDE ASSIST	5/26 - 5/31/2025
4648	6/18/2025	3,638.00	AAA RIDE ASSIST	6/1 - 6/7/2025
4648	6/18/2025	3,523.50	AAA RIDE ASSIST	6/8 - 6/14/2025
4649	6/18/2025	10,689.25	COLUMBIA MEDICAL	5/11 - 5/17/2025
4649	6/18/2025	10,317.75	COLUMBIA MEDICAL	5/18 - 5/24/2025
4649	6/18/2025	8,839.50	COLUMBIA MEDICAL	5/25 - 5/31/2025
4649	6/18/2025	11,148.75	COLUMBIA MEDICAL	5/4 - 5/11/2025
4649	6/18/2025	10,935.00	COLUMBIA MEDICAL	6/1 - 6/7/2025
4649	6/18/2025	9,735.75	COLUMBIA MEDICAL	6/8 - 6/14/2025
4650	6/18/2025	5,940.75	COLUMBIA COUNTY RIDER	MAY 2025
4651	6/18/2025	4,544.00	DIRECT MEDICAL TRANSPORTATION	5/11 - 5/17/2025
4651	6/18/2025	4,361.25	DIRECT MEDICAL TRANSPORTATION	5/18 - 5/24/2025
4651	6/18/2025	3,347.00	DIRECT MEDICAL TRANSPORTATION	5/25 - 5/31/2025
4651	6/18/2025	3,526.25	DIRECT MEDICAL TRANSPORTATION	6/1 - 6/7/2025
4651	6/18/2025	5,827.75	DIRECT MEDICAL TRANSPORTATION	6/8 - 6/14/2025
4652	6/18/2025	5,171.50	K & M MEDIVAN	5/1 - 5/4/2025
4652	6/18/2025	11,233.00	K & M MEDIVAN	5/12 - 5/18/2025
4652	6/18/2025	10,166.00	K & M MEDIVAN	5/19 - 5/25/2025
4652	6/18/2025	9,807.00	K & M MEDIVAN	5/26 - 5/31/2025
4652	6/18/2025	11,533.50	K & M MEDIVAN	5/5 - 5/11/2025
4653	6/18/2025	6,683.00	MEDIX AMBULANCE	5/11 - 5/17/2025
4653	6/18/2025	6,985.50	MEDIX AMBULANCE	5/18 - 5/24/2025
4653	6/18/2025	9,348.00	MEDIX AMBULANCE	5/25 - 5/31/2025
4653	6/18/2025	9,689.50	MEDIX AMBULANCE	6/1 - 6/7/2025
4654	6/18/2025	18,164.30	METRO WEST	MAY 2025
4655	6/18/2025	26,330.00	QUICK CAB LLC	MAY 2025
4656	6/18/2025	18,905.05	Ride Connection Bridge	5/1 - 5/16/2025
4656	6/18/2025	17,102.39	Ride Connection Bridge	5/17 - 5/31/2025
4657	6/18/2025	24,021.60	RYANS TRANSPORTATION SERVICE	5/11 - 5/17/2025
4657	6/18/2025	4,597.00	RYANS TRANSPORTATION SERVICE	5/18 - 5/24/2025
4657	6/18/2025	18,249.80	RYANS TRANSPORTATION SERVICE	5/25 - 5/31/2025
4657	6/18/2025	21,500.00	RYANS TRANSPORTATION SERVICE	6/1 - 6/7/2025

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT #8510

From 6/1/2025 Through 6/30/2025

Docume... Number	Document Date	Transaction Amount	Payee	Transaction Description
4657	6/18/2025	20,083.00	RYANS TRANSPORTATION SERVICE	6/8 - 6/14/2025
4658	6/18/2025	4,000.00	ECOLANE USA, INC.	Annual Maintenance #6 5/1/25-4/30/2026
4659	6/18/2025	875.00	GenXsys Solutions, LLC	JUNE 2025 NWR Computer Support Services
4659	6/18/2025	857.10	GenXsys Solutions, LLC	JUNE 2025 Managed Service Fund
4659	6/18/2025	475.54	GenXsys Solutions, LLC	JUNE 2025 Server Storage Virus Plan
4660	6/18/2025	119.40	CRYSTAL AND SIERRA SPRINGS	Water Service 4/18-5/29/2025
4661	6/26/2025	128.85	Pacific Office Automation	NWR/TCTD Copier Usage 5/9-6/9/2025
4662	6/26/2025	6,136.72	TILLAMOOK CNTY TRANS. DIST.	Jan. - May 2025 Rent/Utilities
4663	6/26/2025	283.00	MEDIX AMBULANCE	NWR May 2025 After Hour Phone Service
4664	6/26/2025	2,446.19	TILLAMOOK CNTY TRANS. DIST.	June 2025 Rent/Utilities
ACH POA 6.2025	6/15/2025	254.45	Pacific Office Automation	OFFICE COPIER LEASE
Report Total		401,246.24		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking #7071

From 6/1/2025 Through 6/30/2025

<u>Docume...</u> <u>Number</u>	<u>Document</u> <u>Date</u>	<u>Transaction</u> <u>Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4765	6/5/2025	700.96	Clark's Plumbing	Toilet Repair Admin/TVC
4766	6/5/2025	1,762.50	CHRISSEY'S CLEANING SERVICE	Admin Janitorial Service May 2025
4767	6/5/2025	307.43	City Of Tillamook	Admin Water/Sewer 4/8-5/6/2025
4768	6/5/2025	1,557.68	Tillamook PUD	Admin Electric 4/12-5/12/2025
4769	6/12/2025	190.10	City Sanitary Service	Cardboard Rent/Recycling 1.5yd 1XW
4770	6/12/2025	626.06	Marie Mills Center, Inc	Admin Janitorial May 2025
4770	6/12/2025	120.38	Marie Mills Center, Inc	Admin Janitorial Supplies
4771	6/26/2025	<u>1,200.63</u>	Tillamook PUD	Admin Electric 5/12-6/12/2025
Report Total		<u>6,465.74</u>		

Tillamook County Transportation District

Check/Voucher Register

1012 - NWOTA #4564

From 6/1/2025 Through 6/30/2025

<u>Docume...</u> <u>Number</u>	<u>Document</u> <u>Date</u>	<u>Transaction</u> <u>Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
3006	6/5/2025	70.58	Fred Meyer Customer Charges	POA #56793
3007	6/12/2025	<u>3,300.00</u>	Madison Ave Collective	NW Connector Website June 2025
Report Total		<u>3,370.58</u>		

UMPQUA BANK: CLOSING DATE 06/25/2025

Date	Vendor	Description of Transaction	Amount
CATHY BOND			
05/27/25	Language Line	NWR Phone/Interpreter	\$7.90
05/27/25	Language Line	NWR Phone/Interpreter	\$19.75
05/29/25	Endicia	NWR Postage	\$50.00
05/29/25	All Star Appliance	Breakroom Refrigerator	\$652.52
05/29/25	Language Line	NWR Phone/Interpreter	\$15.80
05/29/25	Language Line	NWR Phone/Interpreter	\$15.80
05/30/25	Language Line	NWR Phone/Interpreter	\$47.40
05/30/25	Language Line	NWR Phone/Interpreter	\$23.70
06/02/25	Language Line	NWR Phone/Interpreter	\$31.60
06/02/25	Language Line	NWR Phone/Interpreter	\$55.30
06/03/25	Endicia	NWR Postage Membership Fees	\$10.99
06/05/25	Onstar Services	Membership Fee - Shop Truck	\$15.00
06/06/25	Uline	NWR Bloodborne Pathogen Kits	\$209.02
06/09/25	Amazon	Marketing - Parade Decorations	\$29.98
06/09/25	Fieldprint	NWR Background Check	\$12.50
06/16/25	Language Line	NWR Phone/Interpreter	\$11.85
06/16/25	Language Line	NWR Phone/Interpreter	\$27.65
06/16/25	Endicia	TCTD Postage Membership Fees	\$30.99
06/17/25	Endicia	TCTD Postage	\$50.00
06/17/25	Onstar Services	Membership Fee-Shop Truck Wi Fi	\$11.99
06/23/25	Iron Mountain	Office Shredder	\$363.44
06/23/25	Adobe Inc	Office Software	\$161.96
06/25/25	Endicia	TCTD Postage	\$50.00
06/25/25	Parksleepfly.com	GFOA Training - Parking	\$58.29
			\$1,963.43
BRIAN VITULLI			
06/02/25	Google Cloud	Office Software	\$20.51
06/12/25	Chubby Bao House	OTA Lobbying - Meal	\$46.73
06/13/25	Archive Coffee & Bar	OTA Lobbying - Meal	\$15.00
06/16/25	Safeway	NWOTA Meal	\$38.95
06/16/25	Werner Beef & Brew	NWOTA Meal	\$76.82
			\$198.01
MIKE REED			
05/07/25	Ecoguard Pest	Facility Maintenance	\$92.00
			\$92.00
Charge Totals			\$2,253.44
Late Fees & Intrest			\$106.41
Grand Total Due			\$2,359.85
DATE			

APPROVAL

B. Vitulli
8/1/2025



June 2025 Statement

Open Date: 05/24/2025 Closing Date: 06/25/2025

Visa® Company Card with Rewards

TILLAMOOK CNTY TRANS (CPN 001469460)

New Balance	\$2,359.85
Minimum Payment Due	\$129.00
Payment Due Date	07/22/2025

Reward Points	
Earned This Statement	2,391
Reward Center Balance	172,067
as of 06/24/2025	
For details, see your rewards summary.	

Page 1 of 4

Account: 7790

Elan Financial
Services

1-866-552-8855

BUS 30 ELN

123 7

15

Activity Summary

Previous Balance	+	\$3,437.83
Payments	-	\$3,437.83CR
Other Credits		\$0.00
Purchases	+	\$2,253.44
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged	+	\$41.00
Interest Charged	+	\$65.41

New Balance	=	\$2,359.85
Past Due		\$0.00
Minimum Payment Due		\$129.00
Credit Line		\$10,000.00
Available Credit		\$7,640.15
Days in Billing Period		33

Tillamook County
Transportation District

JUL 07 2025

Account _____
Account _____
Approval _____

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

000008215 MUSB20DD062625084796 01 11100010 045803 003



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

Account Number	7790
Payment Due Date	7/22/2025
New Balance	\$2,359.85
Minimum Payment Due	\$129.00

Amount Enclosed \$ _____

Elan Financial Services

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





June 2025 Statement 05/24/2025 - 06/25/2025
TILLAMOOK CNTY TRANS (CPN 001469460)

Page 2 of 4
Elan Financial Services 1-866-552-8855

Visa Business Rewards Company Card

Rewards Center Activity as of 06/24/2025	
Rewards Center Activity*	0
Rewards Center Balance	172,067

*This item includes points redeemed, expired and adjusted.

Rewards Earned	This Statement	Year to Date
Points Earned on Net Purchases	2,114	15,256
Gas, Restaurants & Telecom Double Points	277	2,376
Total Earned	2,391	17,632

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.

We have made changes to the Arbitration Agreement in your account agreement and the Rewards Forfeiture language. Please visit mycardgtb.com/elanNotification to review the changes. If you have any questions, call the number on the back of your card.

Transactions		BOND,CATHY			Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Purchases and Other Debits						
05/27	05/23	0631	LANGUAGE LINE, INC.	800-7526096 CA	\$7.90	_____
05/27	05/23	0499	LANGUAGE LINE, INC.	800-7526096 CA	\$19.75	_____
05/29	05/28	3373	USPS STAMPS ENDICIA	888-434-0055 DC	\$50.00	_____
05/29	05/28	2874	ALL STAR APPLIANCE	180-19998216 OR	\$652.52	_____
05/29	05/28	1733	LANGUAGE LINE, INC.	800-7526096 CA	\$15.80	_____
05/29	05/28	1242	LANGUAGE LINE, INC.	800-7526096 CA	\$15.80	_____
05/30	05/29	0738	LANGUAGE LINE, INC.	800-7526096 CA	\$47.40	_____
05/30	05/29	4373	LANGUAGE LINE, INC.	800-7526096 CA	\$23.70	_____

Continued on Next Page



June 2025 Statement 05/24/2025 - 06/25/2025
TILLAMOOK CNTY TRANS (CPN 001469460)

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

00008215 23242 0002-0003 DUSB20DD062625084876 001L 00045803

Transactions		BOND,CATHY		Credit Limit \$2500		
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation	
06/02	05/31	2673	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____	
06/02	05/31	1852	LANGUAGE LINE, INC. 800-7526096 CA	\$55.30	_____	
06/03	06/02	6855	ENDICIA 800-576-3279 TX	\$10.99	_____	
06/05	06/04	1771	ONSTAR DATA PLAN AT&T 888-466-7827 TX	\$15.00	_____	
06/06	06/05	7963	ULINE *SHIP SUPPLIES 800-295-5510 WI	\$209.02	_____	
06/09	06/06	5304	AMAZON MKTPL*N680D5UN0 Amzn.com/bill WA	\$29.98	_____	
06/09	06/09	2007	FIELDPRINT 888-291-1369 PA	\$12.50	_____	
06/16	06/14	8279	LANGUAGE LINE, INC. 800-7526096 CA	\$11.85	_____	
06/16	06/14	7784	LANGUAGE LINE, INC. 800-7526096 CA	\$27.65	_____	
06/16	06/15	4479	ENDICIA 800-576-3279 TX	\$30.99	_____	
06/17	06/16	0096	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____	
06/17	06/16	1062	OnStar, LLC 888-4667827 MI	\$11.99	_____	
06/23	06/20	1276	BTS*IRONMOUNTAIN 470-792-4840 MA	\$363.44	_____	
06/23	06/22	9091	Adobe Inc 800-8336687 CA	\$161.96	_____	
06/25	06/24	3449	USPS STAMPS ENDICIA 888-434-0055 DC	\$50.00	_____	
06/25	06/25	1929	PARKSLEEPFLY.COM, INC. 800-727-5464 CA	\$58.29	_____	
Total for Account			2022	\$1,963.43		

Transactions		REED,MICHAEL				Credit Limit	\$3500
Post Date	Trans Date	Ref #	Transaction Description			Amount	Notation
Purchases and Other Debits							
06/09	06/05	0017	ECOGUARD PEST OREGON	503-4332847	OR	\$92.00	_____
Total for Account			9595			\$92.00	

Transactions		VITULLI,BRIAN A			Credit Limit	\$10000
Post Date	Trans Date	Ref #	Transaction Description		Amount	Notation
Purchases and Other Debits						
06/02	06/01	2962	GOOGLE *CLOUD NSSBXR g.co/HelpPay# CA		\$20.51	_____
06/12	06/11	2053	SQ *CHUBBY BAO HOUSE L Salem OR		\$46.73	_____
06/13	06/11	2381	ARCHIVE COFFEE BAR SALEM OR		\$15.00	_____
06/16	06/13	6200	SAFEWAY #2723 TILLAMOOK OR		\$38.95	_____
06/16	06/13	7033	Werner Beef Brew Tillamook OR		\$76.82	_____
Total for Account			9476		\$198.01	

Continued on Next Page



June 2025 Statement 05/24/2025 - 06/25/2025
TILLAMOOK CNTY TRANS (CPN 001469460)

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

00008215 23243 0003-0003 DUSB20DD062625084876 001 00045803

Transactions		BILLING ACCOUNT ACTIVITY			
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
06/23	06/23		PAYMENT THANK YOU	\$3,437.83CR	_____
Fees					
06/23	06/22		LATE FEE - PAYMENT DUE ON 06/22	\$41.00	_____
			TOTAL FEES FOR THIS PERIOD	\$41.00	
Interest Charged					
06/25			INTEREST CHARGE ON PURCHASES	\$65.41	_____
			TOTAL INTEREST FOR THIS PERIOD	\$65.41	
			Total for Account	\$3,331.42CR	
			7790		

2025 Totals Year-to-Date	
Total Fees Charged in 2025	\$41.00
Total Interest Charged in 2025	\$65.41

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	\$2,359.85	\$4,387.95	YES	\$65.41	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 - 5/21-6/20/2025

Date	Description of Transaction	Amount
	CARD #3 - KERI BROWN, ADMIN ASSISTANT	
05/29/25	Operation Expense - Training Room Snacks	\$ 100.33
	01-001-5180-999-00	\$ 100.33
	Total	\$ 100.33
	CARD #4 - CATHY BOND, FINANCE SUPERVISOR	
06/18/25	Board Expense - Meeting Meal	\$ 43.24
06/18/25	Operation Expense - Battery	\$ 8.49
	01-001-5175-999-00	\$ 43.24
	01-002-5180-999-00	\$ 8.49
	Total	\$ 51.73
	Grand Total	\$ 152.06
DATE		
	APPROVAL	

B-G. Vito
6/25/2025
ENTERED 80



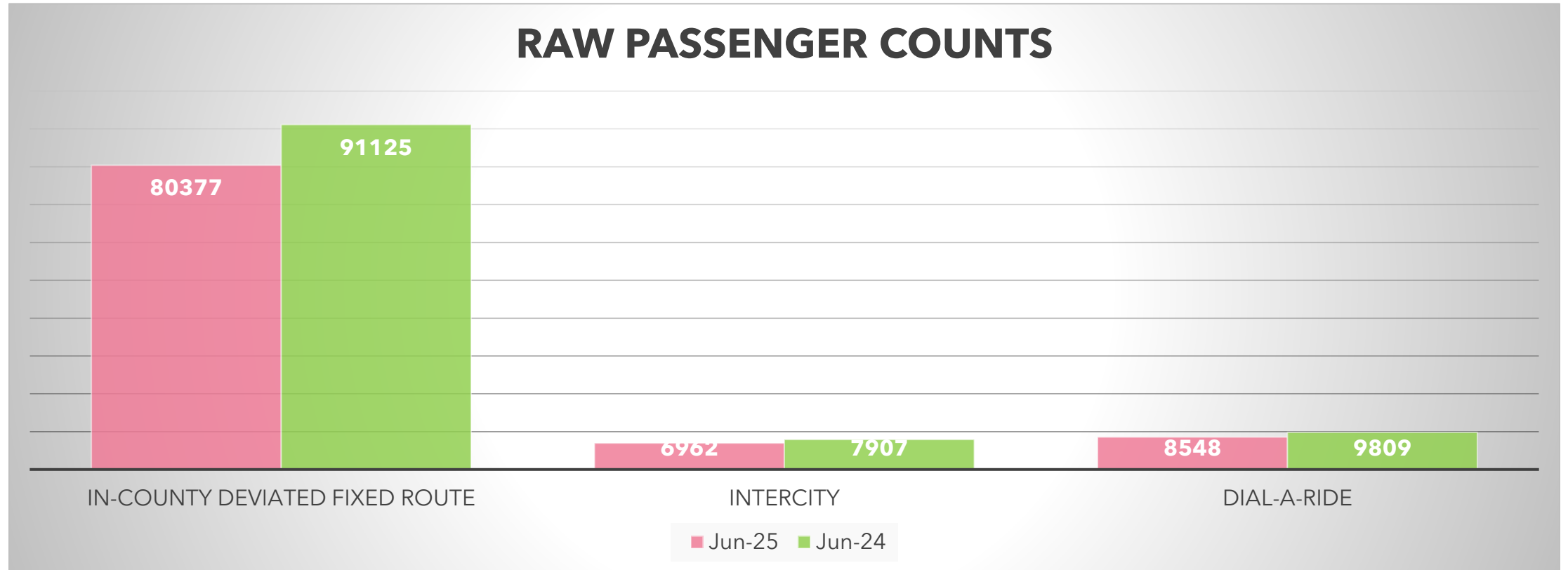
TCTD Operations

Statistics & Performance

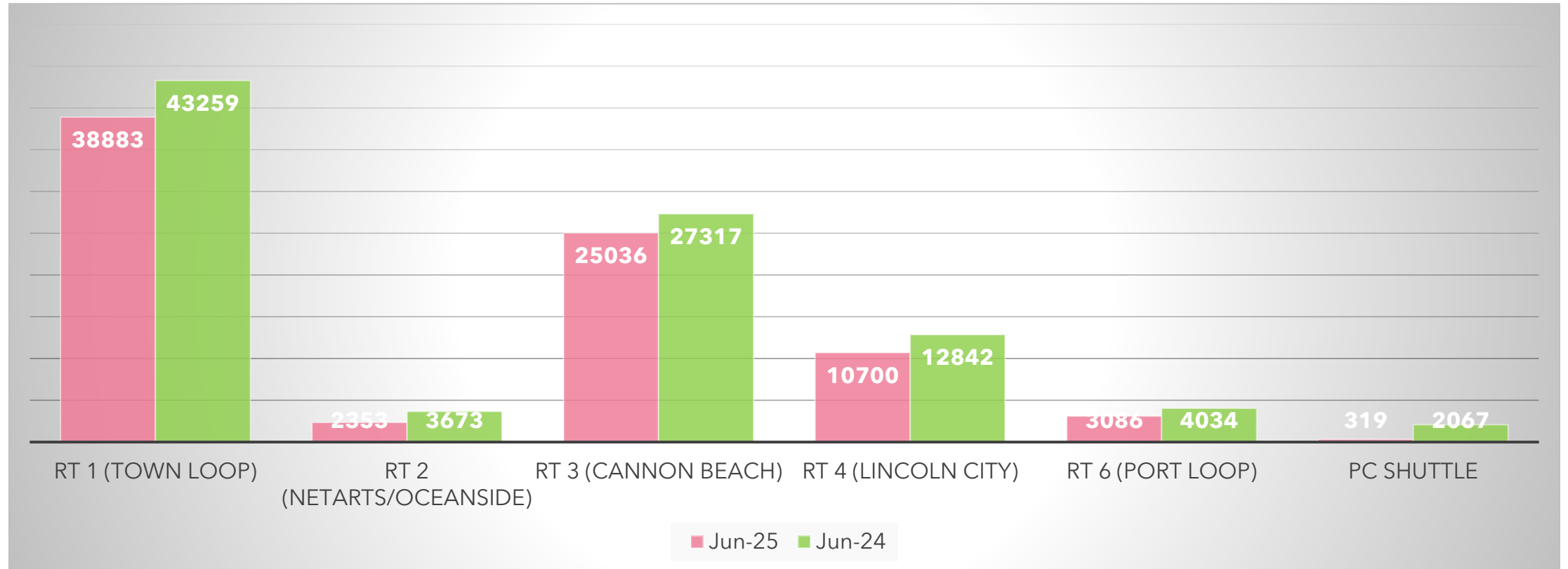
June 2025



YTD COMPS BY SERVICE TYPE

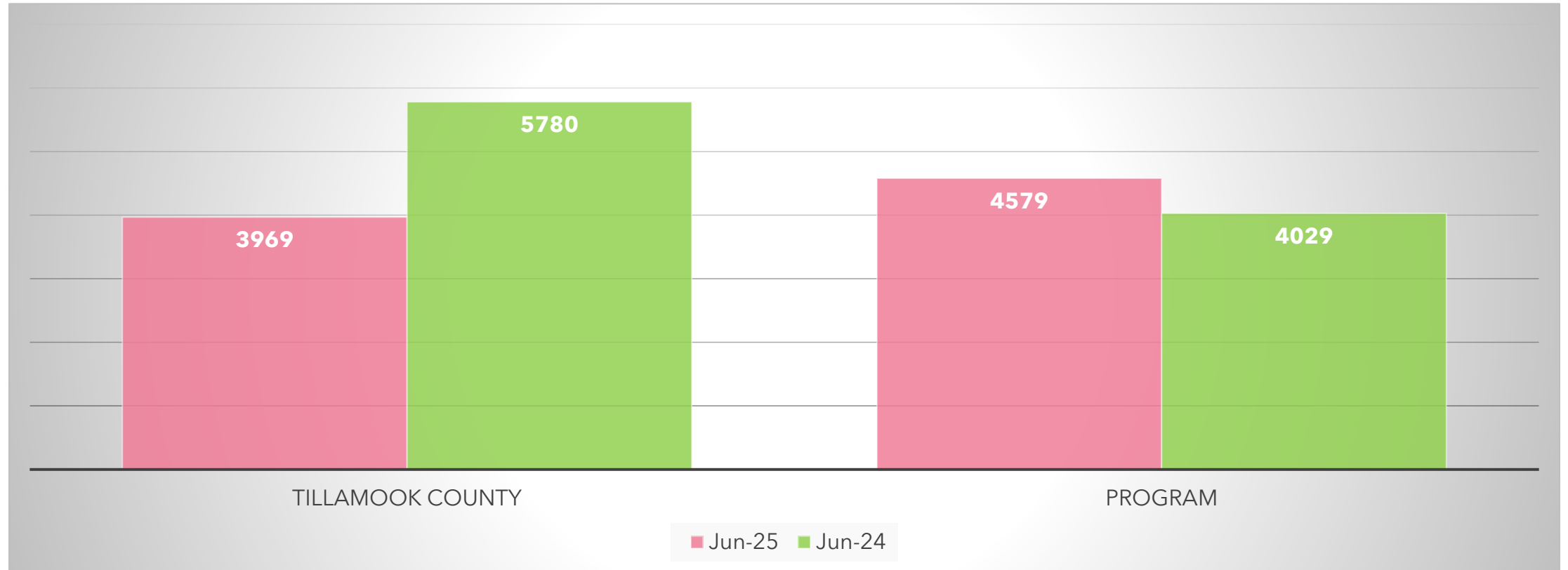


IN-COUNTY RIDERSHIP BY ROUTE YTD COMPS



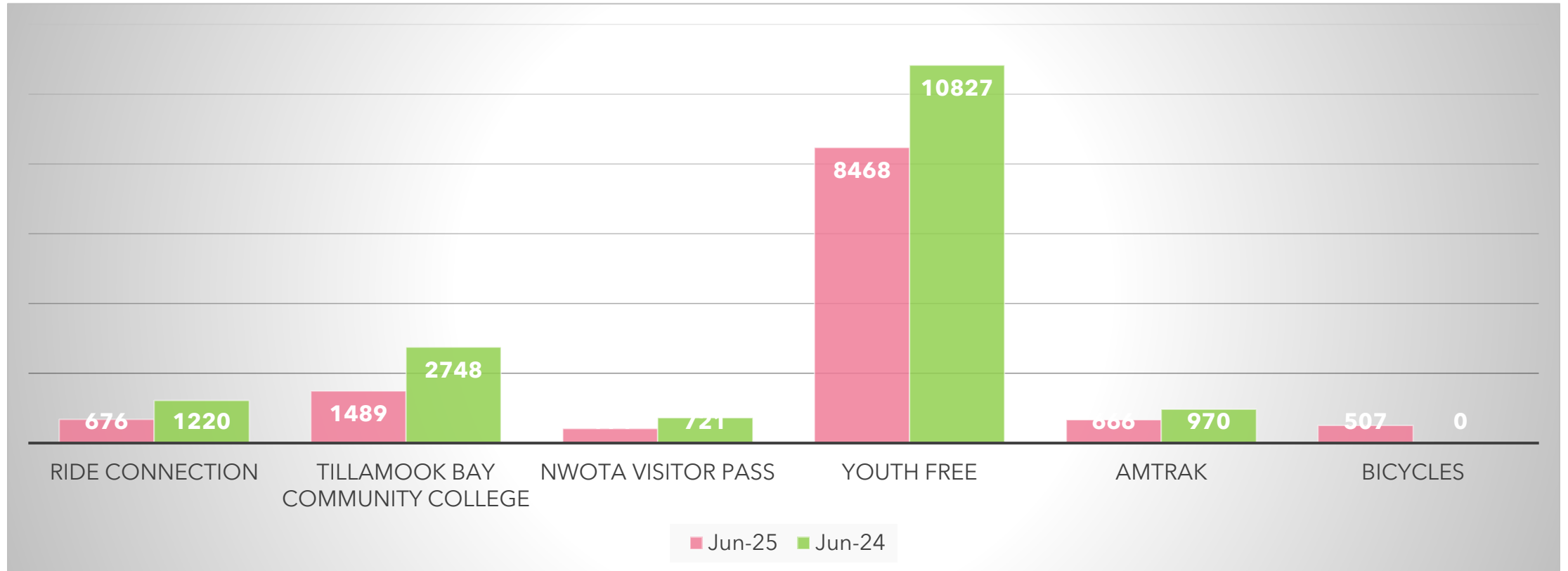
DAR RIDERSHIP BY SERVICE TYPE

YTD COMPS



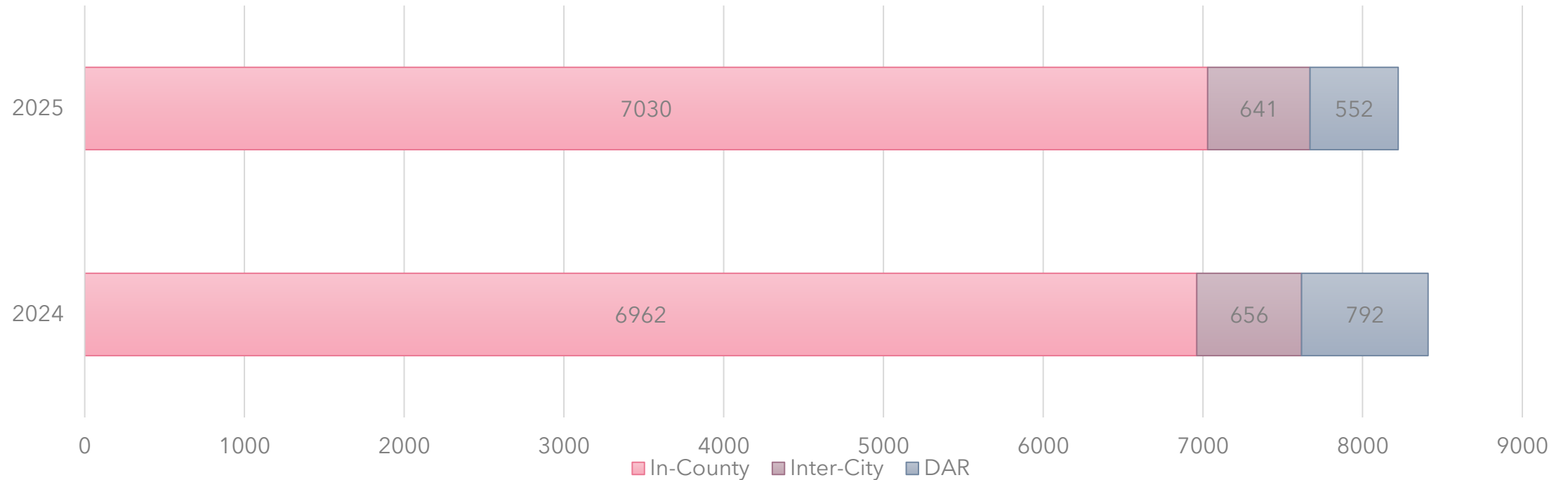
PASSENGER CATEGORIES

YTD COMPS



TOTAL SERVICES RIDERSHIP

June 2025 & June 2024



Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

June 2025

RIDERSHIP BY SERVICE TYPE

	June 2025	June 2024	YTD FY 24-25	YTD FY 23-24	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	320	349	3,969	5,780	-31.3%
Program	232	443	4,579	4,029	13.7%
Dial-A-Ride Total	552	792	8,548	9,809	-12.9%

Deviated Fixed Route Service

Rt 1: Town Loop	3,271	3,324	38,883	43,259	-10.1%
Rt 2: Netarts/Oceanside	166	177	2,353	3,673	-35.9%
Rt 3: Manzanita/Cannon Beach	2,188	2,268	25,036	27,317	-8.4%
Rt 4: Lincoln City	957	890	10,700	12,842	-16.7%
Rt 6: Port of Tillamook Bay Loop	260	303	3,086	4,034	-23.5%
Pacific City Free Shuttle	188	0	319	0	#DIV/0!
Local Fixed Rt Total	7,030	6,962	80,377	91,125	-11.8%

Intercity Service

Rt 5: Portland	641	656	6,962	7,907	-12.0%
Inter City Total	641	656	6,962	7,907	-12.0%

TOTAL ALL SERVICES	8,223	8,410	95,887	108,841	-11.9%
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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)	4,490	88	53,580	61,234	-12.5%
Senior/Disabled	2,469	442	35,555	40,175	-11.5%
Child/Youth	524	22	6,433	7,432	-13.4%
Total	7,483	552	95,568	108,841	-12.2%

OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 24-25	FY 23-24	Change
Ride Connection	53		676	1,220	-44.6%
Tillamook Bay Community College	100		1,489	2,748	-45.8%
NWOTA Visitor Pass	47		414	721	-42.6%
Program		232	4,579	4,029	13.7%
Youth Free	849		8,468	10,827	-21.8%
Amtrak	76		666	970	-31.3%
Bicycles	133		507	N/A	N/A

Primary Performance Measures Report thru June 2025

	Passengers per Hour	Cost per Trip	Cost per Hour	Farebox Return %
<u>Dial-A-Ride</u>				
Dial-A-Ride	1.8	\$ 68.78	\$ 122.68	10.5%
NW Rides	1.3	\$ 105.67	\$ 135.24	50.3%
Total	1.5	\$ 88.54	\$ 130.42	35.9%
<u>Deviated Route</u>				
Rt 1: Town Loop	11.2	\$ 10.92	\$ 122.51	5.3%
Rt 2: Oceanside	3.2	\$ 39.54	\$ 125.98	2.5%
Rt 6: PORT	7.0	\$ 19.68	\$ 137.16	8.3%
Rt 3: Manzanita	4.9	\$ 30.08	\$ 146.42	1.8%
Rt 4: Lincoln City	2.9	\$ 52.56	\$ 153.02	1.2%
Total	5.9	\$ 23.69	\$ 140.58	3.2%
<u>Intercity</u>				
Rt 5: Portland	2.0	\$ 77.45	\$ 155.95	9.6%
FY 2024-25 YTD	4.2	\$ 33.38	\$ 140.32	12.0%
FY 2023-24YTD	3.8	\$ 29.98	\$ 115.01	11.0%
Percent Change	9.6%	11.3%	22.0%	9.5%

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Return %	Cost per Hour
<u>Dial-A-Ride Services</u>			
Jun-24	1.5	32.0%	107.10
Mar-25	1.5	39.8%	131.54
Apr-25	1.5	38.6%	132.28
May-25	1.5	38.6%	130.40
Jun-25	1.5	35.9%	130.42
<u>Deviated Fixed Routes</u>			
Jun-24	5.3	3.1%	114.81
Mar-25	5.9	2.5%	145.56
Apr-25	5.9	2.5%	146.67
May-25	5.9	2.5%	143.17
Jun-25	5.9	3.2%	140.58
<u>Intercity Services</u>			
Jun-24	1.7	10.4%	128.67
Mar-25	2	10.2%	161.02
Apr-25	2	9.6%	163.49
May-25	2	9.6%	159.46
Jun-25	2	9.6%	155.95

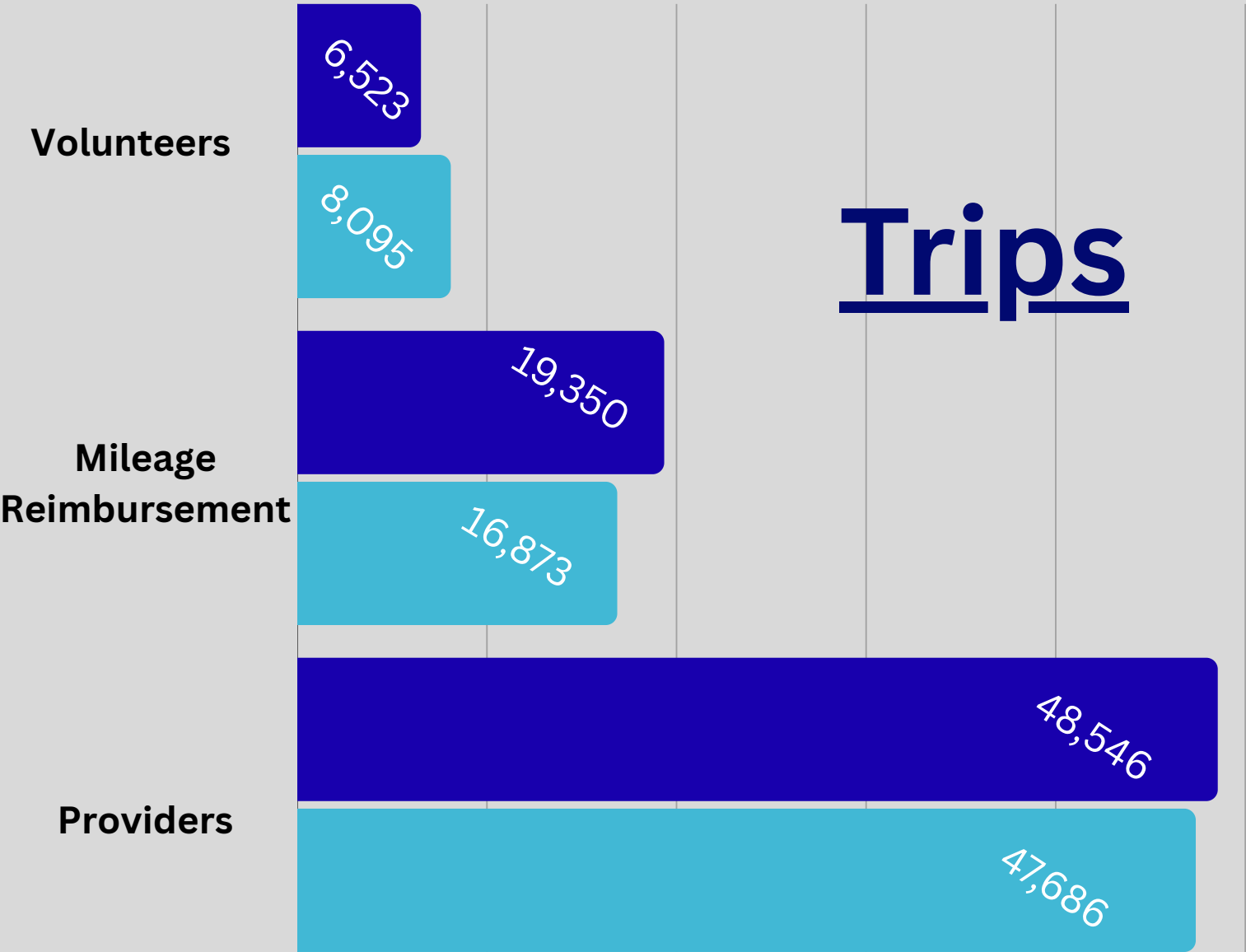
Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation
 Deviated Fixed Routes: 1 Town Loop, 2 Oceanside, 3 Manzanita/Cannon Beach,
 4 Lincoln City, 6 POTB Loop
 Intercity Routes: 5 Portland

NW Rides Annual Performance Report FY 2024-25

Total: 2024-25
74,419 Trips

Total: 2023-24
72,654 Trips

● 2024-25 ● 2023-24

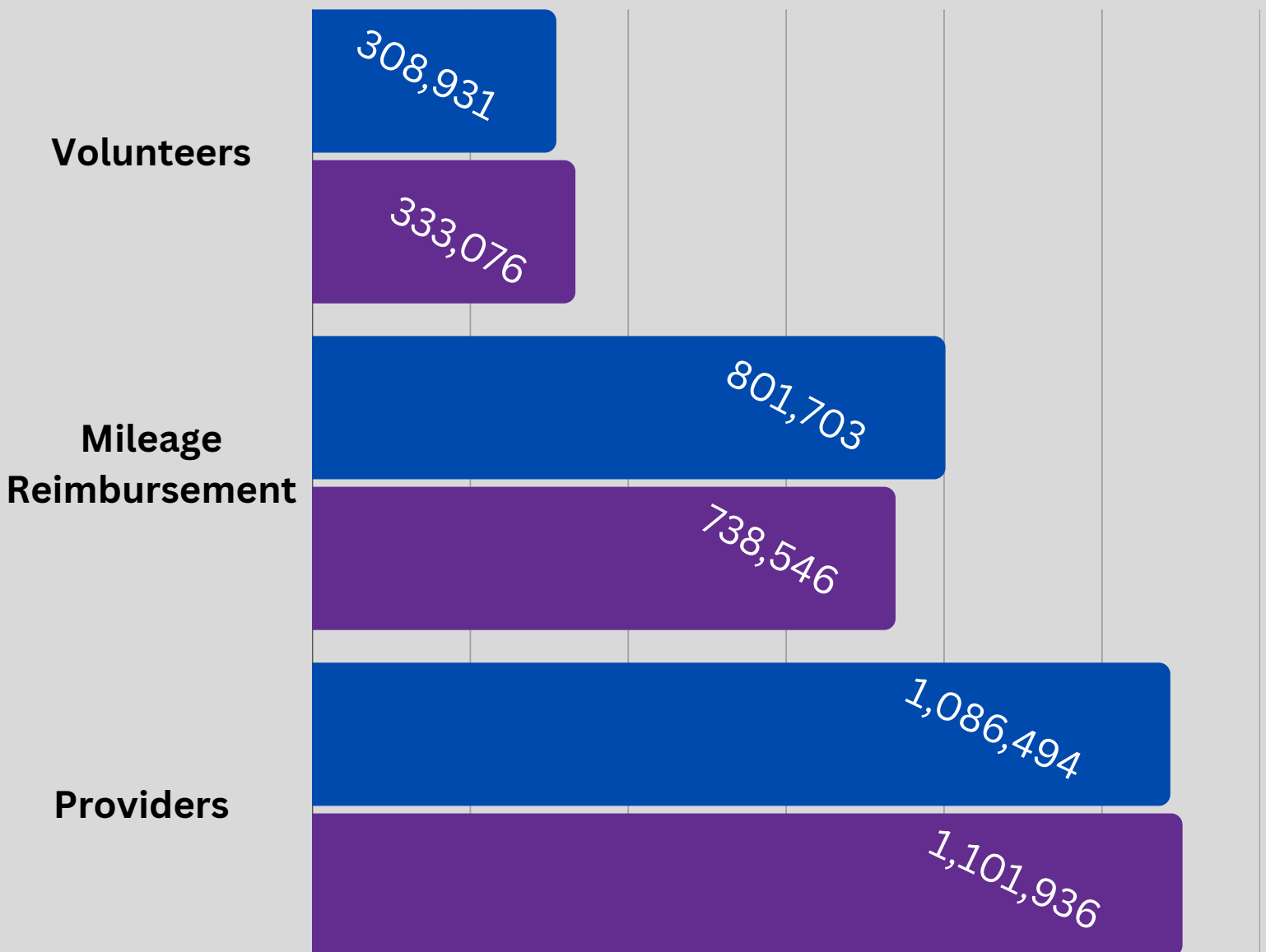


Miles

Total: 2024-25
2,197,179 Miles

Total: 2023-24
2,173,559 Miles

● 2024-25 ● 2023-24





Tillamook County Transportation District

"Connecting the community through sustainable transit services"

DATE: August 20, 2025
TO: TCTD Board of Directors
FROM: Brian Vitulli, General Manager
SUBJECT: GENERAL MANAGER REPORT

Administration/Coordination

- Attended OTA Conference Program Committee meeting on August 13.
- Attended the PC | Woods Parking Advisory Committee meeting on July 29.
- Working with community partners and employment agencies/employee placement organizations to recruit transit drivers.
- Attended NW ACT meeting on August 14.
- Attended Access to Care meeting on August 20.
- Thank you to TCTD employees and Board members for helping staff the District's booth and operate the People Mover at the 2025 Tillamook County Fair!

Planning & Development

- Met with consultant team on August 18 to discuss the District's Cost Allocation Methodology and Performance Monitoring System project.
- Met with OCVA staff on August 14 to discuss North Coast Express service.
- Met with AH Tillamook's Well-Being Director to discuss transportation gaps and challenges as part of the CHNA/CHIP project.
- The procurement for the NW Connector Bus Stop Access Project was forwarded to three qualified firms on Monday, June 16, 2025, with responses due July 16. 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. The PSA will be considered for approval by the TCTD Board of Directors at the August 20, 2025 meeting (Item 23 on agenda).

Grant Funding

- Grant agreement 35915 to be considered by TCTD Board of Directors at the August 20, 2025 meeting (Item 22 on agenda). Funds will be used to purchase and install bus stop infrastructure on U.S. 101 in Garibaldi.

Facility/Property Management

- Transit Center exterior / platform cleaning occurs weekly and on an as-needed basis.
- TCTD staff held a work party on Sunday, August 17, 2025, to complete final improvements at the TCTD Transit Center. Work included painting in restrooms, 'Bus Only' stenciling in the alley, and new curb paint.

Operations/Vehicle Maintenance

- Four new Category B buses have completed the procurement process and have been ordered. Preliminary delivery date is January 30, 2026.
- 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 are scheduled for delivery in October 2025.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Wednesday, July 16, 2025 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Secretary Bean called the meeting to order at 6:02 pm.

2. Pledge of Allegiance

3. Roll Call:

Present

TCTD Board of Directors

Gary Hanenkrat, Director
Marni Johnston, Treasurer
Jonathan Bean, Secretary
David McCall, Director (via Zoom)
Nan Devlin, Director
Eric Sappington, Director
Vern Ressler, Director

Absent

TCTD Board of Directors

None

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

Jerry Bond, Citizen
Tyler Hellner, ATU Representative
Steve Shropshire, Esq, TCTD's Legal Counsel, Jordan Ramis (via Zoom)

4. Announcements and Changes to Agenda:

GM Vitulli stated that Discussion Item 24: Policies 10 and 19: Director Compensation/Financial Gain Consistency was moved up in the meeting to accommodate legal counsel's availability.

5. Public & Guest Comments:

Tyler Hellner made a public comment regarding the Union/District Meeting on July 3rd with TCTD and the ATU to resolve issues. He stated that it was a good start but unfortunately are still going to Arbitration on unresolved issues.

6. Oath of Office – New Board Directors:

Board Secretary Bean conducted the oath of office for new Directors, Eric Sappington and Vern Ressler.

7. Election of Board Officers:

Motion by Director McCall to elect Director Bean as Board Chair of the TCTD Board of Directors. Motion Seconded by Director Johnston.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

Motion by Director Devlin to elect Director McCall as Vice Chair of the TCTD Board of Directors. Motion Seconded by Director Johnston.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

Motion by Director McCall to elect Director Devlin as Secretary of the TCTD Board of Directors. Motion Seconded by Chair Bean.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

Motion by Chair Bean to elect Director Johnston as Treasurer of the TCTD Board of Directors. Motion Seconded by Director McCall.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

STATE OF THE DISTRICT REPORT

8. Financial and Grant Report: Financials for May 2025 are included in the Board packet pages 1-24.

9. Service Performance Reports: Statistics for May 2025 are included in the Board packet pages 25-33.

10. Northwest Oregon Transit Alliance: July meeting was postponed to accommodate the arrival of the new Executive Director for Sunset Empire Transportation District.

Steve Shropshire presented Policy 10 and 19 to review the differences and changes to the policies.

GM Vitulli gave an example of when Directors perform duties outside of the regular monthly meetings and whether they should be compensated outside of the stipend that they already receive. Director Johnston asked if the policy is at Board discretion or a legal requirement. Steve Shropshire explained that the verbiage can be changed to ensure consistency in the policies, but the legal basis cannot be changed. The Board needs to ensure that no compensation can be deemed lucrative. Policy 10 currently allows the reimbursement for their actual and reasonable travel and other expenses incurred to perform official duties. The Board can just agree to pay that, if a Director makes such a request.

Director Hanenkrat asked if his stipend would be reduced for drinking soda from the refrigerator during Board meetings. Steve Shropshire stated that it does fall under the Board Member Compensation in Policy 10, so yes it would be deducted from his stipend. Alternatively, the Board could place a “money box” at the refrigerator for anyone to leave money for any items consumed.

Director Johnston asked if there should be additions to Policy 10 regarding: 1) excessive absences from Board meetings; and 2) removal from office for committing serious crimes. Steve Shropshire stated the ORS’s do not support adding verbiage to any policy regarding attendance. Since they are elected officials, they would be held to the recall standards. He further explained that a Director could possibly be removed from the Board for committing a crime, but that would not be a matter of District policy.

Director Devlin stated that she is in favor of reimbursement for mileage whenever a Board member is asked to perform additional duties, such as signing checks. Director McCall agreed with that direction.

GM Vitulli stated he would work with counsel to revise the policies based on the Board’s recommendations and present them at the next Board meeting for consideration.

11. NW Rides Brokerage: Statistics for June 2025 are included in the Board packet page 34.

12. General Manager Report: Updates included in Board packet pages 35-36 (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 to Approve the Minutes of June 18, Regular Board Meeting

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

Motion by Director Johnston to Approve the Minutes of June 18, 2025, Regular Board Meeting, with noted changes. Seconded by Director Hanenkrat.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

15. Motion to Approve May 2025 Financial Statements

Motion by Director Johnston to Approve May 2025 Financial Statement. Seconded by Director Hanenkrat.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

ACTION ITEMS

16. Resolution 25-20 Authorizing the General Manager to Enter Into a Janitorial Services Agreement with Marie Mills Center for the Downtown Transit Center

Motion by Director Devlin to Approve Resolution 25-20 Authorizing the General Manager to Enter Into a Janitorial Services Agreement with Marie Mills Center for Downtown Transit Center. Seconded by Director Johnston. Director McCall added with noted correction to the resolution number.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

17. Resolution 25-19 Authorizing the General Manager to Enter Into a Janitorial Services Agreement with Marie Mills Center for the TCTD Administration Building

Motion by Director Devlin to Approve Resolution 25-19 Authorizing the General Manager to Enter Into a Janitorial Services Agreement with Marie Mills Center for the TCTD Administration Building. Seconded by Director Hanenkrat. Director McCall added with noted correction to the resolution number.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

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

Motion by Chair Bean to Approve 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. Seconded by Director Devlin.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

19. Resolution 25-22 Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement Number 35780

Motion by Chair Bean to Approve Resolution 25-22 Authorizing the General Manager to Execute ODOT Section 5310 Grant Agreement Number 35780. Seconded by Director Devlin.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

20. Resolution 25-23 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35822

Motion by Director McCall to Approve Resolution 25-23 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35822. Seconded by Director Johnston.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

21. Resolution 25-24 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35823

Motion by Director Johnston to Approve Resolution 25-24 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35823. Seconded by Director Devlin.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

22. Resolution 25-25 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35884

Motion by Director Devlin to Approve Resolution 25-25 Authorizing the General Manager to Execute ODOT Section 5311 Grant Agreement Number 35884. Seconded by Director Johnston.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

23. Resolution 25-26 Authorizing the General Manager to Extend the Professional Services Contract With Chrissy's Cleaning Services

Motion by Chair Bean to Approve Resolution 25-26 Authorizing the General Manager to Extend the Professional Services Contract with Chrissy's Cleaning Services. Seconded by Director Sappington.

Motion Passed

By Chair Bean, Directors Ressler, Hanenkrat, Sappington, Johnston, McCall, and Devlin.

DISCUSSION ITEMS

24.Policies 10 and 19: Director Compensation / Financial Gain Consistency

GM Vitulli stated that the Discussion items for Policies 10 and 19: Director Compensation/Financial Gain Consistency will be Action Items to be considered by the Board at the August meeting.

25.Zero Emission Fleet Transition Plan: Presentation

GM Vitulli stated the information for the Zero Emission Fleet Transition Plan is in the Board packet. The Board can review the materials and reach out anytime if they would like to discuss further or have questions.

26.Staff Comments

General Manager Vitulli: Advised the Board that there is an annual training for new Board members. He will reach out to SDAO to see if a consultant can come to the District and perform the training onsite vs. members having to travel out of town. He will keep the Board posted. He also explained that District staff/Board training is part of SDAO's Best Practices initiative, which affords the District up to 10% off the District's liability insurance premiums. Announced that FS Bond is leaving the District for another employment opportunity. She will be missed. The position will be posted shortly. FS Bond will be available to assist the District and with onboarding the new hire.

Finance Supervisor Bond: Stated that she is leaving on a high note, appreciates GM Vitulli and OS Reed in getting the District in the right direction. New job with Transport Wisdom where she will be the Finance/HR person and continue to perform CDL tests. It's a remote job which will allow her to travel to Florida and spend more time with her husband. She will continue to support the District until the next person is in place.

Operations Superintendent Reed: Stated that FS Bond will be missed as we all love her. He welcomed the new Directors to the Board.

Brokerage Manager Deputy: Invited the Directors to stop by NW Rides and see what the brokerage does or reach out if they have any questions.

Admin Assistant Brown: Stated that the Tillamook Fair is on August 6th – 9th and looking for volunteers to help in the booth and/or the People Movers, she knows Chair Bean helped last year. Also welcomed the new Directors.

27.Board of Directors' Comments

Dir. Hanenkrat: Stated that we are all going to miss FS Bond as they have been through a lot over the years and welcomed the new Board members.

Dir. Ressler: Stated the FS Bond interviewed him when he became a driver, she will be missed. He stated that he has a lot to learn being on the Board.

Dir. Devlin: Stated that FS Bond is a rockstar and always a great person to answer questions.

Chair Bean: Stated that FS Bond will be missed and that she will do an excellent job to train the new person that takes her position. He welcomed to the new Board members.

Dir. Sappington: Stated that he has only known FS Bond for a brief time, but she clearly made an impact so good luck in her new job.

Dir. Johnston: Stated that it was great to have a meeting with a full Board and welcomed the new members. She thanked FS Bond and that she would be missed.

Dir. McCall: Thanked everyone and welcomed the new Board members.

28.Adjournment: Board Chair Bean adjourned the meeting at 8:01 pm.

These minutes were approved on this 20th day of August 2025.

ATTEST:

Jonathan Bean, Board Chair

Brian Vitulli, General Manager

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

OREGON GOVERNMENT ETHICS POLICY	Number: 19
Adopted by the Board of Directors on June 23, 2016 as amended by the Board of Directors <u>on June 19, 2025 and August 20, 2025</u>	Pages: 3

Commented [SS1]: It would be appropriate to include both, since the first amendment was voted on and approved.

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 per meeting for attendance at public meetings convened for the purpose of conducting TCTD business, pursuant to ORS 198.190 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.) Notwithstanding this limitation, Board members may request reimbursement for mileage

if they are asked to come to the District office on official business for purposes other than attending a Board meeting. The District will reimburse mileage at the then-current IRS standard rate.

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.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

PURCHASE ORDERS	Number: 21
Adopted by the Board of Directors on January 24, 2007 Last Reviewed: September 17, 2020 August 20, 2025	Pages: 1

Purpose:

The purpose of purchase orders (P.O.s) is provide a purchase order number when such is required by a third party in order to make a purchase.

When a Purchase Order is Required:

Our policy will be to generate P.O.s on any purchase when a third-party requires the District to supply a purchase order number to make the purchase. In the absence of a third-party requirement, P.O.s are not required.

Authorized Thresholds:

Authorized thresholds, except as adopted by other TCTD purchasing policies, are as follows:

General Manager – up to \$10,000. Amounts greater than \$10,000 require approval from the TCTD Board of Directors.

Operations Superintendent – up to \$2,000. Amounts greater than \$2,000 require approval from the General Manager.

Maintenance Department - up to \$2,000. Amounts greater than \$2,000 require approval from the Operations Superintendent.

Finance Supervisor – up to \$2,000. Amounts greater than \$2,000 require approval from the General Manager.

NW Rides Brokerage Manager - up to \$2,000. Amounts greater than \$2,000 require approval from the General Manager.

All other staff have no authorized thresholds and must receive written approval from the General Manager, Operations Superintendent, Finance Supervisor or NW Rides Brokerage Manager prior to purchase.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

PURCHASE ORDERS	Number: 21
Adopted by the Board of Directors on January 24, 2007 Last Reviewed: September 17, 2020	Pages: 1

Purpose: The purpose of purchase orders (P.O.s) is provide a purchase order number when such is required by a third party in order to make a purchase.

When a Purchase Order is Required: Our policy will be to generate P.O.s on any purchase when a third-party requires the District to supply a purchase order number to make the purchase. In the absence of a third-party requirement, P.O.s are not required.

Completing a Purchase Order: Please ask the Administrative Assistant for a P.O. (She will fill in the information on the Purchase Order Log Sheet, and use the next sequential P.O. - each one is a triplicate).

- Please fill out the P.O. as completely as possible. The cost for the purchase MUST be filled in the total column.
- All P.O.s need to be approved by the General Manager. If the General Manager is absent, the Operations Superintendent or Brokerage Manager will need to approve the P.O.
- After the P.O. is approved and the order completed, give the white original to the vendor (if they require it), give the yellow to the bookkeeper, and give the pink copy to the Administrative Assistant to file in the P.O. binder. If the vendor does not require a P.O. then use the white original to double check your order when it arrives.

TILLAMOOK COUNTY TRANSPORTATION DISTRICT POLICY

FACILITY MAINTENANCE PLAN	Number: 23
Adopted by the Board of Directors on November 21, 2013. Last Reviewed: September 20, 2018.	Pages: 4

POLICY

The TCTD Facility Preventative Maintenance policy provides standards and procedures to maintain the District's facilities and equipment to protect investments and ensure useful life of all assets.

SCHEDULE

All TCTD administrative and operations facilities such as bus barns and bus shelters will be inspected throughout the year.

- Daily – Daily inspections should be conducted by all employees. These inspections will be done visually. The visual inspections are simply taking notice of something that does not look correct and making sure to report it.
- Monthly – Monthly inspections will be conducted by maintenance personnel. This inspection should be comprehensive and documented. The District will provide a checklist of items that should be viewed. Any recommendations will be made to the General Manager.
- Quarterly – The TCTD Safety Committee will conduct quarterly inspections of the buildings per OROSHA Rule 437-001-0765 (7). Once they have completed their inspections, these should be compared to the monthly inspections. Any recommendations will be made to the General Manager.
- Inclement Weather – When storms are forecasted the designated staff will conduct a preventative inspection to make sure the facilities are ready. Once the storm has passed, another inspection to identify any damage or needed repairs. Any recommendations for repairs will be made to the General Manager.

Building Maintenance

The following areas should be looked at during the documented inspections:

Outdoors

- Roof
- Gutters/Scuppers
- Downspouts - direct water away from the building

- Doors/Seals/Caulking
- Exterior Wall conditions/Holes/Paint/Siding
- Exterior Lighting/Cameras
- Parking Lots/Light Poles
- Emergency Backup Generators
- Vegetation trimmed away from buildings
- Foundation
- Combustibles away from buildings
- Exposed Piping

Indoors

- Emergency Lighting
- HVAC System/Filters/Batteries in Thermostats
- Water Intrusion/Moisture Issues
- Storage Areas
- Interior Wall Conditions
- Electrical Panels

▪ ~~Attics~~

Training

TCTD will provide annual training for staff that includes refresher training of items to be viewed or any new buildings or conditions they should be included in the inspections. Refresher training may also occur when a property damage claim is filed.

Monthly Property Maintenance Checklist

Inspected By: _____

Date of Inspection: _____

General	OK	FIX	N/A	Comments
Emergency Procedures are available				
SDS Binders are up to date and available				
Emergency shut-off map for water is posted				
All fire extinguishers inspected and serviced				
Fire alarm and smoke detectors tested				
Alarm permits are current and posted				
Back flow inspections are current				
Lock out tag out devices are onsite				
Emergency contact numbers posted				
First aid kits are properly stocked and available				
Personal protection equipment is available				

Custodial	OK	FIX	N/A	Comments
Hand trucks, chair dolly's available				
Ladders are available and in good condition				
Flammable products are stored properly				
Hand tools and power tools are in good condition				
Wet floor signs are available				
Secondary containers are properly labeled				

Parking lots and grounds	OK	FIX	N/A	Comments
Sidewalks and parking lots free of trip hazards				
Parking lot light timers are adjusted properly				
All exterior signage is in good condition				
Security cameras cleaned, adjusted and operating				
All exterior lighting in working condition				
Bushes/trees trimmed away from building and lighting				

Roof(s)	OK	FIX	N/A	Comments
Check roof(s) for damage				
Roof drains, down spouts are clear of debris				
Moss problems have been treated				
Roof access ladders are in good condition				

Maintenance Facility and Bus Barns	OK	FIX	N/A	Comments
Inspect vehicle 4 post lifts hoist to ensure safe operation				
Floors are clean of oil and other slippery materials				
Eye wash station is clean and operational				
All flammable materials are stored securely				
Appropriate container for oily rags is available and clearly marked				
All spaces are free of trip hazards				

Offices and Transit Center	OK	FIX	N/A	Comments
Offices are adequately lit and in good repair				
Power strips are UL listed and in good repair				
Electrical outlets w/i 4' of sinks are GFI protected				
Extension cords are only used for temporary use				
Cords have been checked for grounding plugs				
Portable heaters have tip over switches and not near flammable products				
Overhead storage is secured and stable				

Restrooms	OK	FIX	N/A	Comments
Flooring is in good condition and clean				
All plumbing fixtures are in good condition				

Bus Shelters	OK	FIX	N/A	Comments
Platform and area in shelter clear of debris				
Shelter frame securely attached to platform				
Shelter frames firmly attached to each other				
Windows are in good condition				

Storage, mechanical, server rooms	OK	FIX	N/A	Comments
Insulation material around piping is in good condition				
Electrical panels are accessible				
All electrical junction boxes have covers				
Water heaters are accessible				
Pressure release valve on water heaters works				
Filters have been replaced in HVAC				

Inclement weather preparation	OK	FIX	N/A	Comments
Ice melt/snow removal equipment available				
HVAC equipment set for cold weather conditions				
Shut off water to unheated out buildings				
Remove all exterior hoses from hose bibs				
Roof drains and storm drains are clear				

FACILITY and EQUIPMENT MAINTENANCE INFORMATION

Facility/Equipment	Vendor	Telephone No.
Air Compressor	Pacific Air Compressors	503-766-2290
HVAC Service	JNB Mechanical	360-433-9067
Vehicle Lifts	Lift Logie <u>NW Lift & Equipment</u>	877-645-2029 <u>503-515-8161</u>
Office Cleaning	Chrissy's Cleaning Service	503-812-6698
Transit Center Cleaning	Marie Mills Center Inc.	503-842-2539
Grounds keeping	North Coast Lawn	503-842-4147
Bus Wash Doors	Overhead Doors (Hillsboro/Vancouver) <u>Metro Overhead Door</u>	503-538-1577 360-695-2687 <u>503-285-7568</u>
Bus Wash Facility	NoviClean, LLC	949-681-6041
Bus Maintenance Furnace	APW Distributing	888-279-9274
Fire Alarm System	Integrated Systems Group <u>conipro Security & Alarm</u>	541-270-5886 <u>503-965-7555</u>
Electrical	Miami Cove Electric	503-322-3300
Plumbing	Christensen	503-842-7226
Facility/outdoor Lighting	Alderbrook & Associates	503-222-0627

Tillamook County Transportation District

Personnel Policies & Employee Handbook



Adopted January 21, 2016
(Rev'd ~~July 1, 2022~~ September 21, 2025)

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Revision ~~07-2022~~09-21-2025

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POLICY 1. PERSONNEL POLICIES AND PROCEDURES

A. PURPOSE OF PERSONNEL POLICIES

These policies provide rules and regulations for all employees of the Tillamook County Transportation District (which is referred to as “the District” throughout these policies) relative to matters of personnel administration, except that the General Manager serves at the pleasure of the Board of Directors (hereinafter referred to as the Board) and is the Board representative in relation to application and administration of these policies to all other District employees. These rules and regulations are intended to set a general framework for effective personnel administration. In all cases, these policies should be construed with this in mind and should be understood as guiding the General Manager and not limiting in any way the prerogatives of the Board in its relationship with the General Manager.

B. INTRODUCTION

This manual contains statements of personnel policies and procedures. It is designed to inform supervisory and staff personnel of the working guidelines for the day-to-day administration of the District, to provide employees an understanding of what is expected of them, and to promote consistent, fair and uniform treatment of District employees.

The District reserves the right to change these policies and procedures at any time. These policies and procedures do not and are not intended to confer any property right in continued employment, to constitute an express or implied contract, or to give rise to a binding past practice under any collective bargaining agreement. These policies are intended to provide guidelines and procedures, not contractual rights. In the event a policy in this manual conflicts with a provision of a collective bargaining agreement, the collective bargaining agreement shall prevail.

Unless otherwise provided by an applicable collective bargaining agreement, employment with the District is “at will.” Employees and the District reserve the right to end the employment relationship, with or without cause, at any time. Further, except as might be approved in writing by the Board, no employee or representative of the District has the authority to enter into an agreement for employment for any specified period of time, or to make any agreement contrary to Board-approved policies.

Each employee can assist in keeping the District personnel program up to date by notifying the General Manager whenever problems are encountered or improvements can be made. When the need for a new or revised policy presents itself, a recommendation should be submitted to the Board for consideration.

The Board may vary or modify any District personnel policy, on a case-by-case basis, if it is found that strict application of the policy is impractical or if it would result in hardship. Exceptions granted in any instance will not be binding in the future.

The District makes every effort to ensure that this handbook complies with all applicable laws. However, in the event that any provision in this handbook conflicts with any local, state or federal law, the applicable law will control.

C. PERSONNEL ADMINISTRATION GENERALLY

The Board and the General Manager shall have authority over all matters of personnel administration through adoption and interpretation of the District budget, pay plans, collective bargaining agreements, motions, and ordinances and resolutions adopting and/or amending the personnel rules and regulations.

The General Manager is charged with responsibility for the implementation and application of the policies.

The General Manager may specifically delegate in writing the authority for the enforcement of rules and policies.

The General Manager shall be responsible for ensuring the effective implementation of these rules and may further establish, amend, or otherwise modify administrative rules and regulations pursuant to Board policies. The General Manager shall advise the Board on any changes concerning these rules and regulations. The Board delegates to the General Manager broad discretion in all aspects of personnel and labor relations, subject to the advice and concurrence of the Board.

Labor negotiations (including the settlement of any grievance even if that grievance has been denied by the Board or a committee thereof) must, in every instance, be approved by the Board before the District may be bound.

D. WRITTEN DEPARTMENTAL RULES AND STANDARD OPERATING PROCEDURES

The General Manager may establish such additional written rules and operating procedures deemed necessary for the efficient administration of the District. Such rules must be consistent with the general policies, procedures, rules, or regulations established by the District. Copies of the applicable departmental rules shall be made available to all employees in the department and shall be maintained in the ~~Tillamook County~~ ~~Transportation~~ District's office.

E. CHAIN OF AUTHORITY

If a situation develops that requires an immediate action or decision, and the General Manager is unavailable and/or unreachable, the Board Chair~~man~~ will temporarily assume the authority and responsibility of General Manager to assure safety and continuity of ~~TCTD~~ ~~District~~ operations.

POLICY 2. NON-DISCRIMINATION AND HARASSMENT

A. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the District to comply with federal, state and local laws on equal employment ~~opportunities~~^{opportunities}. It is also the District's policy to employ, retain, promote, discipline, discharge, and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence without regard to any status or characteristic protected under applicable law, including, but not limited to sex, sexual orientation, predisposing genetic information, race, color, religion, national origin, ancestry, age, marital status, political affiliation, veteran status, or disability.

The General Manager is the coordinator for the District's procedures for the implementation of this policy. It is the intent and desire of the District that equal employment ~~opportunities~~^{opportunities} will be provided in employment, promotions, wages, benefits and all other privileges, terms and conditions of employment.

B. HARASSMENT

1. Statement of Policy. ~~Tillamook County Transportation~~^{The District} (~~TCTD~~) is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, ~~TCTD~~^{the District} expects that all relationships among persons will be respectful and professional, free of bias, prejudice and harassment in the workplace, at work related events, or any activity coordinated by or through the ~~organization~~^{District}. This policy applies to all employees, elected officials, volunteers and any other person we interact with in the course of accomplishing the work of the ~~organization~~^{District}.

~~TCTD~~^{The District} has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, sexual assault, discrimination and retaliation. ~~TCTD~~^{The District} will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any good faith complaint in violation of these policies will be investigated and resolved appropriately.

Discrimination, harassment, sexual assault, and retaliation are not acceptable.

Any employee who has questions or concerns about this policy should talk with our primary contact Finance Supervisor or as an alternative you may contact the General Manager.

2. Policy. It is our policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

We encourage good faith reporting of all perceived incidents of discrimination, harassment or sexual assault. It is the policy of ~~TCTD~~ the District to promptly and thoroughly investigate such reports. We prohibit retaliation against any individual who reports discrimination, harassment or sexual assault in good faith or participates in an investigation of such reports.

3. **Prohibited Conduct.** Sexual harassment, sexual assault, and harassment ~~on~~ the basis of ~~based on~~ any other protected characteristic is strictly prohibited.

Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Oregon Law provides further protection from sexual assault defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Harassment ~~on the basis of~~ based on any ~~other~~ protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s employment opportunities.

Harassing conduct includes labels, insults or negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; and written or graphic material that belittles or shows hostility or dislike toward an individual or group that is placed on walls

or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

4. Reporting an Incident of Harassment, Sexual Assault, Discrimination or Retaliation. ~~TCTD-The District~~ encourages good faith reporting of all perceived incidents of discrimination, harassment, sexual assault or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with the Finance Supervisor or General Manager. See the complaint procedure described below.

In addition, we encourage individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it stop. Often this action alone will resolve the problem. We recognize, however, that an individual may prefer to pursue the matter through complaint procedures.

Following receipt of a complaint or concern management may follow up as reasonably appropriate under the circumstances to ensure no further concerns or retaliation are experienced. Employees should not wait for the management follow-up to share related experiences.

5. Internal Complaint Procedure and Investigation. Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with ~~the~~ Finance Supervisor. ~~If~~ you are unable to reach the primary contact please reach out to ~~the~~ General Manager. We encourage all employees to document incidents involving discrimination, harassment, sexual assault or retaliation as soon as possible, including details about the event(s), associated date(s), and potential witnesses.

~~TCTD-The District~~ encourages the prompt reporting of complaints or concerns so that quick and helpful action can be taken before relationships become irreparably broken. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, sexual assault, discrimination or retaliation will be promptly investigated. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the event(s) or may have other relevant knowledge.

~~TCTD-The District~~ will maintain confidentiality throughout the investigatory process to the extent possible with acceptable investigation and appropriate corrective action.

Misconduct constituting harassment, sexual assault, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling or corrective action as described in Policy 11 of the Personnel Policies & Employee Handbook.

False and malicious complaints of harassment, sexual assault, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

6. Time Limitations. Nothing in this policy precludes any person from filing a formal grievance in accordance with a collective bargaining agreement, the Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

7. Employment Agreements. Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault.

A non-disparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the company.

A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the company and allows a company to not rehire that individual in the future.

~~TCTD~~ The District will not require an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, non-disparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

C. REASONABLE ACCOMMODATION

The District will afford reasonable accommodation to qualified applicants and employees with a known disability, unless to provide such accommodation creates an undue hardship on the District's operations.

1. Invitation to Self-Identify Physical and Mental Disabilities. Any employee who is a disabled person may voluntarily inform their supervisor of any physical or mental disability and may suggest methods of reasonable accommodation. This information is confidential and will be used only to evaluate reasonable accommodation alternatives to permit you to perform the essential functions of the job in a safe and efficient manner. Refusal to volunteer this information will not subject an employee to any adverse treatment or penalty.

2. Job Performance. Any employee who believes that he/she is having difficulty in continuing to meet the performance requirements of the job due to a physical or mental disability is encouraged to advise their supervisor regarding the nature of the disability, the work limitations covered by the disability and any suggested reasonable accommodation.”

3. GINA. The District complies with the Genetic Information Nondiscrimination Act (GINA), which prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members.

D. IMMIGRATION AND NATIONALITY PROGRAM

The District recognizes that it has a responsibility to comply with the provisions of the Immigration Reform and Control Act of 1986 by employing only citizens of the United States of America and lawfully authorized alien workers. The District further recognizes that it is an unfair immigration-related employment practice to discriminate against an individual, other than an unauthorized alien, based on national origin or citizenship status.

The District's policy is to provide equal opportunity to all persons in matters affecting employment with the District, including full compliance with the Immigration Reform and Control Act of 1986. The District shall not discriminate against any individual, other than an unauthorized alien, based on national origin or citizen status.

POLICY 3. APPOINTMENTS, QUALIFICATIONS AND SEPARATION

The creation of any new positions must be approved by the Board.

A. JOB ANNOUNCEMENT

Job announcements will be ~~made posted~~ for any vacant position within the District by the General Manager ~~to the Tillamook County Transportation District~~. The announcement shall specify title and salary range of the position, the nature of duties performed, qualification requirements, the time and place to apply, and may include the selection process to be used. Job announcements shall be posted with the State Employment office, on appropriate bulletin boards, and may be published in District publications and appropriate newspapers or newsletters. Job announcements will be posted a minimum of 5 working days prior to the closing date. The District reserves the right to fill vacancies from within prior to the external posting of a position.

B. APPLICATIONS

Appointment to positions is through an open competitive process and will be based on merit and qualification. Promotional appointments may be made exclusively from current employees if it is determined that a sufficient number of employees are interested and qualified to compete through an internal selection process.

Applications shall be available in the ~~Tillamook County Transportation~~ District's office. Applicants will complete the application form and any supplemental materials required by the District for positions within the time period specified in the job announcement.

Applicants for employment shall furnish complete information requested as to education, special training, experience and skills, as well as a chronological history of employment, references, and other information deemed pertinent by the District. The General Manager makes all appointments to positions authorized by the Board.

C. ELIGIBILITY

At the time of application, all applicants must meet the minimum qualifications for the position or demonstrate a reasonable assurance of meeting the minimum qualifications by the time of appointment.

Applicants offered conditional employment for non-administrative positions are required to submit to fingerprinting for a criminal background check. Individuals who refuse to be fingerprinted or who make material false statements as to the non-conviction of a crime shall not be eligible for employment or continued employment. If hired conditionally, such employment will be terminated. *See TCTD's Criminal History Check Policy.*

D. SELECTION

Selection criteria and procedures will be based solely on job-related knowledge, skills, abilities, experience, education, training, and, when appropriate, prior demonstrated performance, aptitude, and character. The General Manager shall design selection criteria based on the classification specifications and job requirements. Based on the results of the selection process, applicants will be selected by the supervisor for an employment interview. Wherever possible, two or more employees will form an interview or selection panel.

E. ORIENTATION

Upon appointment, the General Manager or designee shall be responsible for orientation of new employees. Orientation shall include, but shall not be limited to, an introduction to the organization and services of the District, work rules, personnel policies and procedures, safety training, completion of payroll forms, and introduction to other District personnel.

F. INTRODUCTORY PERIOD

New and rehired employees shall serve an introductory period of no less than six (6) months commencing with their first day of employment. Upon promotion, the introductory period is six (6) months unless otherwise specified in the position or at the time of the promotion opportunity.

The introductory period is part of the selection process used to confirm the initial employment decision and to reject those whose performance is not satisfactory. During this evaluation period, the employee and the District will have an opportunity to determine whether further

employment with the District is appropriate.

The District can extend the duration of the introductory period up to an additional six (6) months if, in its discretion, it determines that such an extension is appropriate. Either the employee or the District may end the employment relationship at any time during or after the introductory period, with or without cause or advance notice. Successful completion of the introductory period does not change an employee's at-will status. An employee who successfully completes the introductory period will be notified in writing that he or she has become a regular full-time or a regular part-time employee of the District. No employee will be deemed a "regular" and no longer an introductory employee until the District has so determined and notified the employee in writing.

G. EMPLOYEE STATUS

1. Regular Full-Time Employees. An employee who regularly works a minimum of 32 hours a week on a continuing basis, and who has completed the introductory period, is considered a regular full-time employee. ~~For represented employees that regularly work a 32 hour or more shift bid are considered a regular full-time employee.~~

2. Regular Part-Time Employees. An employee who regularly works less than 32 hours a week is considered a regular part-time employee once the introductory period is successfully completed. ~~For represented employees that regularly work less than a 32 hour shift bid are considered a regular part-time employees, although they may occasionally work more than 32 hours in any given work week due to the needs of the District.~~

3. Temporary Employees. Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. Temporary employees are ineligible for employer-paid benefits with the exception of paid sick leave.

4. Duration of Employment. All employees except temporary employees are hired for an unspecified duration. The District does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can end the employment relationship at any time, in accordance with District procedures. Discipline and discharge may occur subject to District policies and procedures.

H. VOLUNTEERS

The District values its volunteers; however, they are not employees of the District. Volunteers receive only those benefits expressly conferred in writing or by applicable law. Workers' compensation insurance will be provided to volunteers. -The service of a volunteer may be discontinued at any time for any reason. -Volunteers must abide by all applicable rules, policies and practices as described in the District's Volunteer Handbook. Volunteers serve at the pleasure of the District, and either may end the volunteer arrangement at any time.

Commented [A1]: This is true of admin employees. Not true for represented. They are not FT unless they have a FT bidded shift. I think this needs to be clarified. Sometimes PT extra board drivers work well over 32 and think they are then considered FT and entitled to benefits.

Commented [A2R1]: I agree that we need to clarify this. I will propose appropriate language.

Commented [A3R1]: See my edits.

Commented [A4R1]: agreed

Commented [A5R1]: In the 2nd sentence of item 2, should it say '...in any given week due to the needs of the District.' Or '...in any given work week...'

Commented [A6R1]: Edits made to clarify. This now resolved.

I. EMPLOYMENT OF RELATIVES OR PERSONS IN THE SAME HOUSEHOLD

Relatives or ~~persons~~people in the same household of an employee may be hired by the District only if the individuals concerned do not work in a direct supervisory relationship. “Relatives” are defined as immediate family of the employee or of the spouse; parents, children, grandparents, stepchildren, siblings and members of the employee’s household. Present employees who marry will be permitted to continue work only if they do not work in a direct supervisory relationship with one another. Employees will be allowed to accept a transfer including a demotion to an available and suitable position to avoid direct supervision by a relative or a person within the same household.

J. PHYSICAL EXAMINATIONS

An offer of employment may be contingent upon an applicant’s successful completion of a medical examination to determine if the applicant is able to perform the essential functions of the job, with or without reasonable accommodation and without direct threat to the health or safety of the applicant or other ~~persons~~people. If required, this examination will be provided by the District at District expense. Any information gathered will be treated as a confidential medical record. The scope of the post-offer medical examination may not be limited to ability to perform essential job functions and may include other exams as permitted by applicable law.

K. DRIVING RECORD

Employees who may be required to drive as part of their employment with the District, including administrative employees who use the staff car, must possess a valid Oregon driver’s license, comply with any operator’s license restriction, and be insurable by the District’s insurance carrier. All employees who may be required to drive on District business may at any time have their driving record checked by the District. If the record indicates violations, the employee may be subject to appropriate warnings or disciplinary action, up to and including termination. As a condition of continued employment, each employee who operates District vehicles must maintain a personal driving record that is within risk criteria, if any, established by the District’s insurer, as described in greater detail in Appendix A. Job applicants’ driving records may be checked prior to being hired as a condition of employment.

Employees who may be required to drive shall notify the General Manager of any change in license status and all traffic violations. Failure to report a traffic violation or change in license status to the General Manager is viewed as a violation of District policy. The District monitors driving records as a component of risk management in order to identify needs for driver improvement. This section is applicable to qualified individuals with disabilities only when driving is an essential function of their job.

The District provides a staff car to be used for conducting off-site District business. When the staff car is available, employees are encouraged to use it in lieu of their personal vehicles.

L. LAYOFFS

Should a reduction in the District workforce become necessary, the following procedures shall apply, except that for Represented employees the District will follow the procedures set forth in the CBA, Article 19, Section 4(D4):

Layoffs may be implemented on a District-wide basis or in one or more departments, work groups, or job classifications, depending on the needs of the District. Once it is determined what the scope of the layoff will be, employees generally will be laid off in the following order:

Temporary employees; introductory employees; part-time employees; and regular employees, according to knowledge, skills, and abilities as determined by the District in its sole discretion.

In lieu of layoff, the District may reduce the hours of work of District personnel. The District will make available medical and dental insurance to laid-off employees as required by COBRA.

M. VOLUNTARY RESIGNATIONS

To voluntarily resign in good standing, an employee must submit a written letter of resignation to the General Manager allowing at least ten working days' advance notice. Failure to submit a timely written resignation may preclude the individual from future employment opportunities with the District.

N. PERSONNEL RECORDS

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

1. Maintenance of File. The General Manager or designee will maintain personnel records of District employees. If there is a change of name, address, telephone number, marital status, or number of dependents, employees must promptly notify the General Manager.

2. Removal. Documents shall not be removed from a personnel file record, except pursuant to a determination by the General Manager that each particular document is not accurate, or is no longer relevant or timely to any personnel or performance matter. Any

Commented [A7]: I suggest this modification so that it recognizes that union represented employees have a different process. Under the CBA the District will meet with the Union to discuss the required changes.

Commented [A8]: I think we can simplify this using the verbiage from the CBA, Article 25, Page 29 since all records are kept in ADP.

Commented [A9R8]: This redline appears to be directly taken from the CBA. I have made a few changes as you can see.

Commented [A10R8]: Thank you

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document which is removed shall be maintained in a separate file containing all such documents, not indexed under the name of any employee.

3. Medical Records. Documents containing medical information shall be kept in a separate, confidential file that is not part of the employee's personnel file. While these records shall be treated as confidential, supervisors and managers may be informed regarding necessary work restrictions and necessary ~~accommodations~~ accommodation. First aid and safety personnel may be informed, when appropriate, of an employee's disability, if the disability might require emergency treatment. Government officials investigating compliance with discrimination laws shall be provided relevant information on request.

4. Personnel ~~Files~~ Records. This policy defines circumstances under which an employee may examine his/her personnel records; and an individual who is not an employee of the District may examine an employee's personnel record. This policy and procedure applies to all District employees.

- a. No material of a negative or derogatory nature shall be placed in an employee's file unless the employee has had an opportunity to review the material, which shall be noted on the documents.
- b. Employees may be allowed to include in their personnel ~~file~~ record any material deemed relevant to job qualifications or performance, in the judgment of the District. Employees may inspect and review their personnel ~~files~~ record, excluding confidential reports from previous employers.
- c. Employees may protest, or comment upon, in writing, any materials placed in their personnel ~~file~~ record. Such protest/comments shall be placed in the personnel ~~file~~ record.

5. Procedure for Access by Employee.

- a. Employees wishing to inspect/review their personnel ~~file~~ record shall make an appointment in advance with the General Manager or designee.
- b. An employee may receive a copy of such records. The employee may be charged a reasonable fee for providing this service.

6. Access to Personnel ~~Files~~ Records- - Persons Other Than Employee.

- a. Personnel ~~files~~ records are exempt from disclosure under the provisions of ORS 192.502(2) if disclosure would constitute an unreasonable invasion of privacy. Records of discipline may be exempt from public disclosure.
- b. Any person seeking disclosure of material that could constitute an unreasonable invasion of any employee's privacy shall have the burden of showing that public disclosure would not constitute such an unreasonable invasion of privacy, by clear and convincing evidence.

- c. No information in any employee's personnel ~~file-record~~ will be released until the employee is notified and has a reasonable opportunity to comment on the request. In all cases, the District must determine whether or not particular personnel records of any District employee are subject to public disclosure. An employee's expectation of confidentiality and privacy is, in each case, subject to the requirements of Oregon's public records law and applicable federal law. This decision shall be made by the Board by resolution following deliberation in [an](#) executive session.
- d. Information regarding an employee's address, telephone number, work history, performance or salary will not be given over the telephone. Only employment dates and job title may be released verbally.
- e. Verification of employment or other confidential information must be in writing, signed by the employee, authorizing release of specific information. Work reference requests, for both present and terminated employees, must be in writing and signed by the employee, authorizing release of information.

POLICY 4. PAYROLL, SCHEDULING AND OVERTIME PRACTICES

A. WORK WEEK AND WORKING HOURS

The District's work week starts and ends at 12:00 AM on Sunday and 11:59 PM on Saturday. Full-time employees are normally scheduled for forty (40) hours of work per workweek; however, this should not be considered as a guarantee of any specific amount of work being made available. The General Manager and employees are expected to complete their job duties in a timely fashion within their normal work week to the greatest extent possible. The hours of employment shall be fixed by the General Manager.

B. WAGE COMPENSATION

1. Wage Policy. The District maintains a pay plan covering all positions in the District and showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration is given to prevailing rates of pay for comparable work in other public and in private employment, including consideration of conditions of work and basic pay, current costs of living, the local economy, wage adjustments in the community, suggestions of the General Manager, and the District's financial condition.

2. Wage Scale Review. An increase/decrease of the non-union wage scale may be recommended by the Board annually during the budget cycle based upon the Portland CPI and the financial means of the District.

3. Non-Union Employees. Non-union employees will be reviewed annually. Wage increases must be approved by the General Manager within the salary range and budget approved by the Board. Non-union employee compensation will be determined based on one or more of the following *bona fide* factors:

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- A seniority system
- A merit system
- A system that measures earnings by quantity or quality of production
- Workplace location
- Travel, if travel is necessary and regular for the position
- Education
- Training
- Experience

4. Union Represented Employees. Union represented employees are eligible for wage increases in accordance ~~to~~with the current union contract.

4.5. On-Call Duty Compensation. On-call employees shall receive a cell phone stipend of thirty-five dollars (\$35.00) per month. On-call employees who commit to 2-way radio coverage outside of their regularly scheduled work hours shall receive an additional one hundred twenty-five dollars (\$125) per month.

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C. OVERTIME

Employees who are non-exempt under the Fair Labor Standards Act and state law will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half their regular rate of pay unless a collective bargaining agreement provides otherwise.

D. REST PERIODS AND MEAL PERIODS

The District provides meal, rest, and lactation periods in compliance with the Fair Labor Standards Act and Oregon Bureau of Labor and Industries requirements. Please see your supervisor for details.

E. PAYDAY

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

F. PAYROLL DEDUCTIONS

1. Required Deductions. Federal and state laws require the following deductions from every paycheck:

- a. Federal Income Tax.
- b. State Withholding Tax.
- c. Social Security Taxes.
- d. Medicare.

e. State Accident Insurance-Employee Surcharge.

f. Court ordered wage garnishments, including child support payments or other debts-garnishments.

g. Oregon Statewide Transit Tax.

~~f.h.~~ Paid Leave Oregon contributions.

~~g.i.~~ Union dues when authorized by a collective bargaining agreement.

2. Other Deductions. Other deductions may be made from the employee's paycheck as permitted by applicable law, including, but not limited to, the following:

a. Deductions authorized in writing by the employee, recorded in the District's books, and for the benefit of the employee.

b. Insurance contributions.

c. 457 Deferred Compensation contributions.

3. Deferred Compensation. Any District employee may elect to enroll in a deferred compensation plan approved by the District. Deferred compensation accounts will be established on behalf of any employee who makes contributions to the plan in accordance with plan requirements. Contributions to the plan may begin upon hire according to the 457 plan. Employees are eligible for a District match to a 401(a) account in their name after six months of employment. The District will match up to 8% of gross wages of the employee's 457 deferred compensation contribution. ~~The District will match up to 8% of gross wages, the employee's 457 deferred compensation contribution.~~

G. MEDICAL AND LIFE INSURANCE

The District provides group medical, dental, vision, prescription, ~~and~~ life insurance, Paid Leave Oregon ("PLO"), short-term and long-term disability benefits for eligible full-time employees or eligible part-time employees. Coverage for eligible employees begins the first day of the month following date of hire. Information regarding eligibility and specific benefits is available. Contact HR for additional information on specific benefits. Represented employees may have benefits different than those here, and any difference shall be resolved by the CBA.

Spouse/Dependent health insurance coverage ~~to~~for qualifying employees is covered by the District at a rate set by the Board. Eligible employees may enroll their eligible dependents in family medical benefits. Eligible dependents generally include the employee's spouse, Oregon registered domestic partner, children under age 26 (including stepchildren, adopted children, and foster children), and children age 26 or over and incapable of self-support because of developmental disability or physical handicap that began before their 26th

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Commented [A11]: This needs clarification. Does it mean the district will match up to 8% of gross wages only to an employee's 457 deferred compensation plan? If so, I would propose that the last sentence read, "The District will match up to 8% of gross wages of the employee's 457 deferred compensation contribution."

Commented [A12R11]: agreed

birthday. Please contact HR for additional information about eligible dependents.

The preceding is a summary of benefits currently made available to eligible employees. In many cases, the benefits in this section are provided under the terms of a plan, and employees should consult the plan’s summary plan description for details. In a situation where the terms of this handbook conflict with a plan’s summary plan description, the summary plan description will control.

H. TIME RECORDS

Timecards must serve as an accurate record of the time for which each employee works and is paid wages and overtime. Each employee is expected to accurately record all time spent working on District business. Employees must also review their time records for accuracy before approving them in the District’s human resource information system. Time worked typically means all time an employee is required to be on the District’s premises, on duty or at a prescribed ~~work place~~workplace. It includes all time spent performing job activities or performing an activity preparing an employee for work as required by his/her job. Personal time spent in District offices outside regular working hours should not be recorded. Altering, falsifying, tampering with time records, or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.

The District encourages every employee to immediately report any pay or benefit inaccuracies to the General Manager or designee. The District’s policy is to accurately pay for all time worked and calculate earned time and benefits properly, and will not tolerate retaliation against those who report pay or benefit inaccuracies in good faith. Introductory or regular employees shall record all time worked for the District. An employee of the District may not volunteer service to the District and not record the time worked unless the volunteer hours worked DO NOT INVOLVE THE SAME TYPE OF SERVICE that the person is employed to perform for the District, and the services are provided with an intent to better the community and without expectation of pay. All volunteer activities by employees that benefit ~~CTD~~the District must be approved by the General Manager in advance and in writing.

I. PAY UPON SEPARATION

The District pays final wages in compliance with applicable law. The District pays out accrued but unused vacation upon termination for any reason.

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

Upon separation with at least five (5) years of service to the District25%

Upon separation with at least ten (10) years of service to the District.....50%

Upon separation with at least fifteen (15) years of service to the District.....75%

Upon separation with at least twenty (20) years of service or separation due to job related permanent and total disability with at least two (2) years of service to the District.....100%

POLICY 5. EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT

J.A. GENERAL EXPECTATIONS

All employees of the District are expected to use good judgment regarding the expenditure of funds for travel expenses. Only through teamwork can the costs of travel on District business be minimized.

K.B. DOCUMENTATION OBJECTIVES

The procedures for documenting the expenses involved with employee travel on District related business activities are designed to provide public accountability in two areas:

1. Pre-approval of all travel requests to insure that the travel is appropriate to the needs of the District and that budgeted funds are available for specific travel requests.
2. A complete accounting of the actual expenses for the travel to insure that the expenses reported for reimbursement are appropriate and provide appropriate documentation.

L.C. APPROVAL

The ~~Tillamook County Transportation~~ District shall authorize registration, travel and attendance expenditures in advance within the budgeted amounts adopted by the Board. Prior to submittal for ~~Tillamook County Transportation~~ District approval, the request must be approved by the supervisor.

M.D. TRAVEL SETTLEMENT

Within one week after travel has been completed, the employee must turn in receipts for lodging and all other expenses to be paid or reimbursed. Failure to do so may delay, reduce, or eliminate any reimbursement. This requirement does not include those situations where the employee has received a travel advance, which is covered under Article Policy 5, Section E(8) below.~~does not include~~

N.E. GUIDELINES

The following general guidelines apply to the reimbursement of employee travel expenses.

1. Transportation. The District will pay the actual cost of transportation, taxi fares, telephone calls and similar items incidental and necessary to the performance of official business while on travel status. If the employee's personal vehicle is used, the

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Commented [A13]: This should be 'Policy' rather than Article, correct? EH calls them policies; CBA calls them articles, correct? Please check that this is consistent throughout the EH.

Commented [A14R13]: You are correct and I have made the appropriate edit.

District will reimburse the employee at the current [GSA IRS](#) mileage rate for the actual mileage required for the trip. Parking and other related expenses must be documented by receipt.

2. Lodging. Hotel and motel accommodations should be appropriate to the purpose of the trip. Expenses for lodging must be supported by actual receipts. Reimbursement for lodging is generally limited to the expense of a single room, except where employees are sharing a room. As a cost saving incentive, if an employee chooses to make other arrangements for lodging, a payment of \$75 per night to the employee may be allowed in lieu of paying the actual accommodation costs. Any cancellation fees are the responsibility of the employee.

3. Meal Reimbursement. As determined by the General Manager, partial day or full day meal reimbursement may be allowed when the employee is away from District facilities on District business during normal meal times. Reimbursement for meals will follow the GSA Meals & Incidental Expenses (M&IE) guidelines available at www.gsa.gov. Individual meals may be reimbursed after the fact with a detailed receipt, not to exceed the M&IE guidelines, except in circumstances authorized by the General Manager.

As a general guideline, meal reimbursement will not be approved when an employee attends a conference or other event in which a meal is provided. If an employee cannot enjoy the provided meal due to dietary restrictions, the employee should request an exception to this general guideline in advance.

4. Telephone. Expenses for telephone communications may be reimbursable only if they are directly related to District business and are supported by actual receipts. Personal telephone calls charged to the District or to your room and paid by the District must be reimbursed [to the District](#).

5. Registration and Tuition Fees. Expenses for registrations and/or tuition fees are allowable expenses, and a copy of the registration must be attached to the Request for Expenses form.

6. Accompanied Travel. Shared room guest accommodations are allowed provided there is no additional cost beyond the single room rate. Any additional charge is a personal expense to be paid directly to the hotel by the employee and/or guest. All expenses for guests who accompany the employee on a trip are not reimbursable.

7. Alcoholic Beverages. Any expenditures for alcoholic beverages are not allowed and reimbursement [to the District](#) will be required if any are charged to the District.

8. Travel Advances. On a case-by-case basis, the General Manager can authorize an advancement of known travel costs such as meals, rental cars, shuttle/bus/cab fares, parking, and mileage in advance of travel with supervisor approval. Staff must properly document all expected expenses and reconcile using a travel report within [30](#) days of their return. All costs must be verified by receipt or mileage log. Overages must be promptly repaid to the District, while authorized additional expenses will be reimbursed to

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Commented [A15]: Seems a long time. I think 7 or 10 days would be better since it's money already given.

Commented [A16R15]: While I agree with you in principal, I believe the 30 days is appropriate where an employee is waiting to receive his/her credit card bill that they would use to support the expense. Therefore, it is my opinion that you leave the days as is.

Commented [A17R15]: After reviewing the above I noticed that in this same article 5, section D Travel Settlement requires that an employee reconcile their expenses within one week of return. How do you want to resolve this contradiction?

See my proposed language to resolve this contradiction in the Travel Settlement section above.

Commented [A18R15]: I agree with your changes. Let's do 30.

Commented [A19R15]: Done. Now resolved.

the employee.

POLICY 6. TIME OFF

~~9.A.~~ VACATION BENEFITS

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

If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for the day if eligible for such pay and will not be charged for vacation benefits.

The District provides vacation benefits to its regular part-time and full-time employees. Vacation leave for employees will be figured by multiplying their hours worked (for purposes of this Vacation policy only: regular + holiday + vacation + sick leave hours; not overtime hours) by the appropriate factor as described below:

ADMINISTRATIVE STAFF

Year of Service	Accrual Factor multiplied by hours worked each month	Benefit equivalent based on 40 Hours/Week
First Year	.039	10 days
Second Year	.047	12 days
Third Year	.054	14 days
Fourth Year	.062	16 days
Fifth Year	.070	18 days
Sixth Year (Maximum)	.077	20 days

Vacation time will start accruing from hire date. *However, an employee must work for ~~TC~~TD the District for a period of six (6) months before being eligible to use vacation time.*

Vacation credits shall not accrue during any unpaid leave of absence unless otherwise required by law. Accrued vacation hours shall become available on the first day of the month following accrual.

Employees may accrue a maximum of 240 hours of vacation leave time. ~~If~~ When when the accrual reaches the maximum level and vacation leave has not been scheduled, the employee may be directed to take the time off ~~or the hours may be reduced by issuing a check to the employee in compensation for a portion of the hours accrued, as determined by the General Manager.~~ Employees who have used at least forty (40) hours of vacation during the preceding calendar year and whose vacation accrual balance exceeds one hundred (100)

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Commented [A20]: Should we match the CBA on buyouts?

Commented [A21R20]: Yes, see my edits.

Commented [A22R20]: Agreed.

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

Vacation accruals used will be paid at the employee's current hourly rate. Vacation time must be requested in January in order to be handled on a seniority basis. If vacation time is requested after the month of January, requests will be handled on a ~~first come~~first-come, ~~first-served~~first-served basis. Vacation leave is to be scheduled and approved by the General Manager at least 30 days in advance of the desired start of vacation leave.

1. Use of Vacation Leave. An employee may take vacation leave with pay up to (8) hours per day or the amount of hours they are normally scheduled to work. No employee will be allowed to take more than 40 hours vacation leave in any one work week.

Vacation Pay. When an employee is separated from employment with the District for any reason, she/he shall receive payment for accrued but unused vacation leave. In the case of death, payment for accrued but unused vacation leave shall be paid in the same manner that salary due to the decedent is paid.

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

P.B. HOLIDAYS

Part-time employees on a pro-rated basis and regular full-time employees will receive a day off with pay (eight hours) on each of these recognized holidays:

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

1. Veterans Day. Employees who served on active duty in the Armed Forces for at least 6 months and received a discharge under honorable conditions or were deployed or served on active duty in a reserve or National Guard unit for at least 6 months are eligible to take Veterans Day off. The time off shall be unpaid unless the employee elects to use available vacation to cover the time. Requests for the day off shall be made at least 21 days in advance, and the requests shall be granted unless the time off creates ~~an undue~~undue hardship for the District or would cause a significant economic or operational disruption. In such case, the District will allow the veteran to take another day off before the Veterans Day holiday. Employees may be required to provide documents demonstrating eligibility for

Veterans Day off.

2. Office Personnel. If a holiday falls on a Sunday, it will be observed on the following Monday. If a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

3. Drivers. Drivers will receive holiday pay in accordance with any applicable labor agreement.

4. All Employees. Employees who are off work on a leave of absence shall not receive holiday pay. Employees who are off work due to sickness or vacation shall be paid for the holiday in lieu of using vacation or sick leave.

5. Holiday Work. Administrative employees who are required to work on any recognized holiday shall be paid one and one-half (1 ½) times their regular hourly rate for such work in addition to holiday pay.

Q.C. SICK LEAVE

The District provides eligible employees with sick leave in accordance with the Oregon Paid Sick Leave Law and administrative rules.

1. Notification of Inability to Work. Employees must notify [their supervisor](#) ~~Human Resources Specialist~~ for any foreseeable, planned sick leave at least 10 calendar days prior to the date the leave will begin or as soon as practicable, by submitting a [request using the payroll/HR software](#). ~~a Employee Leave Request form to Human Resources.~~ Employees must also make a reasonable effort to schedule sick time in a manner that is not unduly only minimally disruptive to the business and operations. Employees must inform [their supervisor](#) ~~Human Resources~~ of any change in the expected duration of sick leave as soon as is practicable.

When the need for leave is unforeseeable, employees must contact their supervisors before the start of their scheduled work shift or as soon as practicable, and must submit [request using the payroll/HR software](#) ~~an Employee Leave Request form to Human Resources~~ within three days of returning to work. Employees must also abide by any department call-in rules. The ~~consequences the~~ District may discipline and employee for failing to provide proper notice or for failing to make a reasonable effort to schedule leave in a manner that is not unduly ~~only minimally~~ disruptive to the business and operations ~~of the District. are that the The District may deny the use and legal protections of sick time.~~

If the employee must use sick leave for an unforeseeable purpose during the course of a workday, she/he must notify the [supervisor or](#) General Manager before leaving work. If sick leave is taken to care for a dependent, the District expects that every effort will be made for other care arrangements as soon as possible, except where leave for dependent care purposes is provided for by family leave laws, and the employee is eligible for such leave.

2. Accrual. In order to minimize the economic hardships that may result from

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Adopted 1/21/2016

Last Revised ~~July 2022~~ August 21, 2025

Commented [A23]: This doesn't make sense. I can't figure it out.

Commented [A24R23]: This doesn't make sense to me either. I can't imagine any scenario in which we could legally do that.

an unexpected short-term personal or dependent illness or injury, the District provides regular full-time employees with accumulated sick leave of eight (8) hours per month. Part-time, temporary and substitute employees accrue .045 hours of sick leave for each hour worked. Unused sick leave benefits accumulate and carry over from year to year. The District caps sick leave accruals at a maximum of ~~sixty (60) days~~ four hundred and eighty (480) hours. Employees are not paid for unused sick leave upon employment termination.

Accrued sick leave hours are available upon accrual, except that new employees may not begin using sick time until their 91st calendar day of employment.

3. Payment of Sick Leave. Employees using sick time pursuant to this policy will be paid for sick time at the base rate of pay the employee would have earned during the leave or scheduled shift, plus any ~~night time~~ nighttime shift differentials earned during that time. Employees will not be paid for lost overtime. Generally, sick time pay will be included in the paycheck for the next payroll period after sick time is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined above. A report of sick time accrued and used will appear on each paystub.

4. Use of Sick Leave. Employees may use accrued sick leave for the following reasons:

- a. For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits.
 - "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent-in-law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.
- b. If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law.
- c. For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.
- d. If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency.
- e. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public

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Last Revised ~~July 2022~~ August 21, 2025

Commented [A25]: Should be 480 hrs, like the CBA, Article 14, Section 2.

Commented [A26R25]: 60 days is equivalent to 480 hours. That said, it is probably better to equalize the two documents, so change the 60 days to 480 hours. See my proposed edit.

Commented [A27R25]: Perfect

Commented [A28]: Is that legally required? Our past practice has been to allow employees the use of any accrued sick leave as soon as it's available.

Commented [A29R28]: Yes, delaying the use of accrued sick time is lawful. Here is a question and answer taken directly from the BOLI website that addresses this issue.

When do I start getting sick time?

You start accruing sick time from when you begin work. However, employers aren't required to let you use your accrued protected/paid sick time until you have worked at least 90 days.

Commented [A30R28]: Ok, we will need to make sure to change that practice on our end and start following the policy.

health official or a licensed health care provider who is primarily responsible for providing health care to the family member.

- f. If the District is required by law to exclude the employee from work for health reasons.

An employee may take sick leave with pay up to the number of hours they would have worked and not more than 40 hours in one work week.

Employees may use sick leave in one-hour increments to cover all or part of a shift. Unless otherwise allowed by District policy, employees absent from work for a qualifying sick leave purpose must use accrued sick time hours for that reason and on each subsequent day of absence until all accrued sick time has been used.

An employee shall not be eligible for sick leave pay on a designated District holiday, any day the employee has scheduled as a vacation day, or when Workers' Compensation wage loss is received.

A demonstrated ability to work regularly is a requirement of continued employment. This expectation will govern decisions on employees who are absent repeatedly. Excessive unprotected absences and/or abuse of sick leave may result in disciplinary action.

5. Verification of Sick Leave. If an employee takes more than three consecutively scheduled workdays as sick leave, the District may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking. If the District suspects sick time abuse, including but not limited to repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacations and paydays, the District may require documentation from a healthcare provider on a more frequent basis. If an employee fails to provide the required documentation, the District may withhold pay for the sick time used until the required documentation is provided.

6. Exhaustion of Sick Leave. If, at any time, it is determined by medical authority that the employee is permanently incapable of returning to all the regular duties for which she/he was employed, the District will engage in the interactive process as required by law.

7. Use of Unpaid Leave. Employees may request unpaid leave when all other paid leave has been used. The General Manager may approve unpaid leave at his or her discretion.

8. Medical Certification. An employee may be required to provide medical certification that they are physically prepared to return to work.

9. Transfer of Sick or Vacation Leave. Employees who have exhausted their sick and vacation leave benefits may receive a donation of sick leave and vacation leave

from administrative employees if they require extended time off for illness or injury. In such event, the District's only involvement shall be to transfer an employee's leave credit in accordance with the employee's request and add it to the sick leave balance of another employee. Employees may donate up to 10% of their accrued sick leave balance. No employee may donate more than 40 hours per year to other employees. All donations must be made anonymously, and the employee will have the option of declining the donation. Holiday hours may not be donated.

10. No Discrimination or Retaliation. The District will not take retaliatory personnel action or discriminate against employees for using or requesting protected sick time. Employees are encouraged to discuss any concerns regarding sick time with the General Manager or designee.

10.11. Concurrent Use. Sick leave runs concurrently with Oregon Family Medical Leave and other leave where allowed by law.

R.D. FAMILY AND MEDICAL LEAVE OF ABSENCE

Unpaid leave of absence for up to 12 weeks is provided to eligible employees for certain family or medical reasons. This section describes family medical leave under Oregon state laws. An official notice explaining your rights and responsibilities under the Oregon Family Leave Act ("OFLA") is posted in the lunch/ break room.

1. Eligibility. Under the Oregon Family Leave Act ("OFLA"), employees must have been employed by the District for at least 180 days and worked an average of 25 hours per week in the previous 180 days to qualify for state family leave. Employees taking leave to care for a newborn, adopted or newly-placed foster child only have to meet the 180-day employment requirement (regardless of the number of hours worked). Employees taking leave arising out of a spouse's or registered domestic partner's active duty or call to active duty under OFLA, have to work an average of 20 hours per week to qualify for such leave.

2. Qualifying Purposes. Employees may request family and medical leave:

- a. To care for the employee's child after birth, or placement for adoption or foster care ("parental leave").
- b. To care for the employee's spouse, child or parent, parent-in-law, grandparents, grandchildren, registered same-sex domestic partner and parents or child of an employee's registered same-sex domestic partner with a serious health condition ("family member leave").
- c. For a serious health condition that prevents the employee from performing his or her job.
- d. To care for a child (under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment) who is ill and

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Commented [A32R31]: I will work on this. It will appear in a later version of this EH.

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Commented [A34R31]: See new policy language for OR PFML.

requires home care, and does not have a serious health condition, provided another family member is not willing and able to care for the child (“sick child leave”).

- e. For up to 14 regularly scheduled ~~work days~~workdays per deployment arising out of the employee’s spouse’s or registered domestic partner’s active duty or call to active duty in the Armed Forces, National Guard or Reserves.
- f. For up to two weeks of leave per death of a family member, up to a maximum of twelve weeks per leave year, for dealing with the death of a family member attending the funeral (or alternative) of the family member, making arrangements necessitated by the death of a family member, or grieving the death of a family member (“bereavement leave”).

In addition to the basic 12-week family leave entitlement, eligible OFLA employees may also qualify for additional family medical leave in the following circumstances.

- g. Up to 12 weeks leave for incapacity related to pregnancy, prenatal medical care, or childbirth.
- h. Up to 12 weeks of sick child leave for those employees who take 12 full weeks of parental leave, provided the child does not have a serious health condition.

3. General Provisions.

- a. Notice. Employees are required to give the District at least 30 days’ advance notice of the need for leave when the need is foreseeable. If the reason for the leave is unforeseeable, absent unusual circumstances, you must provide notice as soon as practicable.

Employees are responsible and must provide sufficient information for the District to determine if the leave may qualify for family medical leave protection and the anticipated timing and duration of the leave. Employees also must inform the District if the requested leave is for a reason for which OFLA leave was previously taken or certified.

The consequences for failing to provide adequate notice for OFLA leave are that the District may reduce the period of unused OFLA by the number of days the employee took leave without notice (not to exceed three weeks per leave year).

Employees must make reasonable efforts to schedule treatment for serious health conditions and/or leave for planned treatment in a manner that does not unduly disrupt business operations.

- b. Rolling Twelve-Month Leave Period. The leave calculation year for family medical leave is 12 months measured backward from the first day family leave is taken by the employee (12-month “rolling backward” method). Each time the employee uses family leave, the employee’s remaining entitlement would be the balance of the 12 workweeks which has not been used during the immediately preceding 12 months.
- c. Paid, Other Leave to Run Concurrently. Leave granted under state workers’ compensation laws will be treated in accordance with the above laws and will run concurrently with family medical leave covered by OFLA; however if the worker’s compensation claim is accepted, any leave for that worker’s compensation accepted claim will not count as OFLA, unless the employee’s workers’ compensation claim is denied, or if the employee rejects a light-duty offer.

Paid leaves and unpaid leaves (e.g., personal leave) run concurrently with unpaid family medical leave where allowed by law. Any accumulated paid leave, such as vacation funeral and sick leave, must be substituted for unpaid family medical leave and taken before the remainder of family medical leave is taken as unpaid leave. Sick leave may also be used for any leave covered by OFLA.

- d. Medical Certification. The District will require a timely, complete and sufficient medical certification of serious health conditions. The employee will be required to provide the certification within 15 days of the request. The District will require returning employees to provide a fitness-for-duty certification to return to work. Second and third opinions, and periodic recertifications in connection with, and supporting the need for leave may be required.

Under Oregon law, employees who use sick child leave on all or any part of three separate days in a 12-month leave period may be required to provide medical documentation from the child’s doctor to verify that the child was ill and required home care for all subsequent uses of sick child leave in the 12-month period.

The consequences for failing to provide a timely, sufficient and complete medical certification supporting the need for the absence(s) are that the leave may be delayed or denied and not be protected by family medical leave laws.

- e. Certification of spousal/domestic partner military deployment. The District will require certification of spousal or registered domestic partner deployment leave. The employee must respond to such a request within 15 days of the request. Failure to provide a timely, complete and sufficient certification may result in denial or delay of continuation of leave.

- f. Intermittent/Reduced Schedule Leave When Medically Necessary. Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available and foreseeable, employees may be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave. Any such transfer covered by OFLA will be with the employee's consent.
- g. Reinstatement. Generally, employees returning from leave will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, unless their former position has been eliminated for bona-fide business reasons where the employee may have no reinstatement rights.

Under Oregon law, reinstatement following Oregon family medical leave is generally to the employee's former position, unless the position has been eliminated, in which case the employee may be entitled to reinstatement to an available, equivalent job.

- h. Continuation of Benefits. Employees on leave covered by OFLA are entitled to have their health benefits continued. The District will recover premiums paid on behalf of an employee who does not return to work for reasons other than a serious health condition of the employee or family member, or other circumstances beyond the control of the employee.
- i. Status Report and Call-In. While on family medical leave, employees must provide the District with periodic reports of status and intent to return to work, and must comply with the District's call-in rules.

4. Working for another Employer. District policy prohibits employees on a paid or unpaid leave of absence, including a family medical leave of absence, from working for another employer or company, without prior written authorization. Please contact your General Manager or designee for applications and/or specific details.

5. Leave for Victims of Crime. An employee who has been the victim of a crime, or whose immediate family member has been the victim of a crime, may be entitled to a leave of absence to attend criminal proceedings under the terms of this policy and applicable law. An immediate family member is defined as: a spouse, domestic partner, father, mother, sibling, child, stepchild, and grandparent.

An employee who has worked for at least 180 days and who has averaged 25 hours or more per week in the 180 days prior to the request for leave, may be eligible to take an unpaid leave of absence to attend criminal proceedings related to a crime in which the employee or a member of the employee's immediate family was a victim. Employees must provide reasonable notice of their intention to take leave under this policy, discuss the approximate length of the leave with their supervisor, and provide

copies of scheduling notices upon request.

The absence from work must be in order to attend judicial proceedings related to a crime as described above, and employees must provide official documentation of the scheduled proceeding. If advance notice is not possible, appropriate official documentation must be provided within a reasonable time after the absence. Such absences will be unpaid; however, available vacation may be used to substitute for the unpaid time. If the employee's leave would create an undue hardship on the District, the leave may be limited and the employee may request that the court take the employee's work schedule into account when scheduling the proceedings.

6. Domestic Violence, Harassment, Sexual Assault, or Stalking Leave. An eligible employee who is a victim of domestic violence, harassment, sexual assault or stalking may take time off from work, without risk of discrimination or retaliation, for the following reasons:

- a. To seek legal or law enforcement remedies to ensure the employee's (or his/her minor child's) health and safety. This includes preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking.
- b. To seek medical treatment or to recover for injuries caused by domestic violence, sexual assault, or stalking.
- c. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, harassment, or sexual assault.
- d. To obtain counseling related to an experience of domestic violence, harassment, sexual assault, or stalking.
- e. To relocate or secure his/her existing home to ensure the employee's (or his/her child's) health and safety.

The employee must give the District reasonable advance notice of the intention to take time off for any of the above purposes, unless reasonable notice is not feasible. The District may require an employee requesting domestic violence leave to provide one of the following to the District:

- a. A police report indicating that the employee was a victim of domestic violence, harassment, sexual assault or stalking.
- b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, harassment, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court.

- c. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic ~~violence, harassment~~violence, harassment sexual assault, or stalking.

The District is committed to protecting the confidentiality, to the extent possible, of an employee who requests time off as a result of domestic violence, criminal harassment, sexual assault, or stalking.

You may use unused, accrued vacation or sick leave for these purposes. A domestic violence or sexual assault leave shall not exceed or extend the amount of time off permitted under any applicable federal or state family and medical leave laws, if any, and is not in addition to what, if any leave, is already permitted by such laws.

Independent of any leave rights you may have, the District will provide employees a reasonable workplace safety accommodation in response to actual or threatened domestic violence, sexual assault, stalking or criminal harassment. Safety accommodations may include transfer, reassignment, a modified schedule, changed workstation or phone number, or other measures to address safety. Please contact your General Manager or designee in the event you wish to discuss an accommodation.

S.E. OREGON PAID FAMILY MEDICAL LEAVE ("OR PFML")

OR PFML is a statewide insurance program available to eligible Oregon employees that provides paid time off to give or receive care for qualifying events as defined by the OR PFML law. OR PFML allows 12 weeks of paid leave in a 52-week period. You may be able to take up to 2 additional weeks if you are pregnant, have given birth, or have health needs because of childbirth. The 52-week period starts counting on the Sunday before the first day of covered leave. The program is funded by premiums paid by employees and employers, generally those with 25 or more Oregon-based employees. Our current OR PFML account is administered by the Mutual of Omaha insurance company.

Eligibility

To qualify, employees need to:

1. Work in Oregon;
2. Have earned \$1,000 in wages in either the year benefits are requested, or the year prior;
3. Have contributed to OR PFML in either the year benefits are requested, or the year prior, and
4. Have experienced a qualifying event.

Qualifying Events

If you qualify, this program will allow you to take up to 12 weeks of paid leave, as needed, for qualifying events. Qualifying events fall into three categories: family, medical, and safe leave. A non-exhaustive list of qualifying events is below.

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Adopted 1/21/2016

Last Revised ~~July 2022~~August 21, 2025

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Family leave includes:

- The birth of a child
- Caring for and bonding with a child in the first year after either:
 - In the first year after birth
 - Through adoption
- When they are placed in your home through adoption or foster care
- Completing necessary activities before your child's adoption or foster care placement.
- To care for a family member with a serious illness or health condition.

Family member for OR PFML is defined as:

- A spouse or domestic partner;
- A child of a covered individual or the child's spouse or domestic partner;
- A parent of a covered individual or the parent's spouse or domestic partner;
- A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;
- A grandparent of a covered individual or the grandparent's spouse or domestic partner;
- A grandchild of a covered individual or the grandchild's spouse or domestic partner;
- ANY INDIVIDUAL RELATED BY BLOOD OR WHO LIVES WITH OR IS CONNECTED TO THE EMPLOYEE LIKE A FAMILY MEMBER AND HAD A FAMILY RELATIONSHIP.

Medical leave includes:

- To care for yourself when you have a serious illness or serious health condition.
- A serious health condition is an illness, injury, or physical or mental condition that:
 - Requires inpatient care
 - Poses an imminent danger of death or possibility of death in the near future
 - Requires constant or continuing care
 - Involves a period of incapacity. Incapacity is the inability to perform at least one essential job function, or to attend school or perform regular daily activities, for more than three consecutive days. It includes any required treatment or recovery time relating to the same condition and must include two or more treatments by a provider or one treatment plus continued care.
- Involving multiple treatments
- Involving multiple treatments
- Involves a period of disability due to pregnancy

Safe leave includes:

- To take time off for survivors of sexual assault, domestic violence, harassment, stalking, or bias.
- If you are pregnant, have given birth, or experience health issues related to childbirth, you may be eligible to take an additional two weeks of leave, for a

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Adopted 1/21/2016

Last Revised July 2022 August 21, 2025

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total of 14 weeks. Only the parent who gives birth is eligible for the additional 2 weeks of leave.

Leave payment details

While on OR PFML, you are entitled to wage replacement. That means you will receive all, or a portion of, your average weekly pay from ~~the Mutual~~ Mutual of Omaha insurance company. The benefit is calculated as follows:

- If your average weekly wage is equal to or less than 65% of the statewide average weekly wage as calculated by the Mutual of Omaha insurance company, your weekly benefit amount will be 100% of your average weekly wage.
- If your average weekly wage is greater than 65% of the statewide average weekly wage as calculated by the Mutual of Omaha insurance company, your weekly benefit amount will be the sum of:
 - 65% of the statewide average weekly wage and
 - 50% of your average weekly wage that is greater than 65% of the statewide average weekly wage.
- Your maximum weekly benefit cannot exceed 120% of the statewide average weekly wage.

For an example please see:

<https://paidleave.oregon.gov/employees/pages/default.aspx>

Please note that you may use any PSL or PTO during your OR PFML time.

Ineligibility

OR PFML may not be used concurrently with workers' compensation or unemployment benefits.

Increment of use

OR PFML may be taken consecutively, or nonconsecutively. OR PFML must be taken in increments of either one workday, or one work week. The Mutual of Omaha insurance company may prorate your benefit amount accordingly if OR PFML is taken in increments of one workday.

Leave requirements

If applicable, OR PFML may run concurrently with FMLA. Effective July 1, 2024, OFLA no longer runs together with OR PFML. Eligible employees may draw on either OFLA or OR PFML (but not both at the same time) for qualifying events. Requirements for applicable leaves will be followed. Benefits will continue during your leave, and you will be responsible for any employee premiums due. If you do not return from OR PFML, you will be required to pay both the employer and employee portion of enrolled benefits.

Job protection

Your job is protected by law while you're on OR PFML if you have worked at least 90 consecutive days. Upon return from your OR PFML leave, you will be restored to the same position you held prior to your leave. If the position no longer exists, the company may, at its discretion based on business necessity, restore you to a different

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position with similar job duties and with the same employment benefits and pay at a job site located within 50 miles of your former position. Please note that this may include a position at another one of our locations that is within 50 miles and nearest to you.

Benefits

While on OR PFML, you are entitled to the same healthcare and other benefits you would be entitled to had you not taken leave. The employee on leave is responsible for any benefit premiums due while on OR PFML. The company will accept payments directly from the employee while on leave or the company will deduct the employee's share of health insurance premiums on the employee's future paycheck until the amount owed is repaid. The company may deduct up to 10 percent of the employee's gross pay each pay period after the employee returns to work.

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Requesting OR PFML

The Mutual of Omaha insurance company determines your eligibility and qualification for this leave. To apply for benefits, you will submit an application to the Mutual of Omaha insurance company. However, you must give as much notice to your supervisor and human resources as soon as possible.

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If your need for leave is foreseeable, you must provide the company with written notice at least thirty (30) days before your first day of leave. Example of foreseeable reasons include the birth of a child, placement of a child, or planned medical treatment. If the need for leave is unforeseeable, you must provide the company with oral notice within 24 hours of commencement of leave, and written notice within 3 days of commencement of leave. Employees should contact the human resources department to start the request of OR PFML.

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Failure to provide adequate notice may result in the Mutual of Omaha insurance company reducing your benefit amount.

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No discrimination or retaliation

The company will not discriminate against or retaliate against employees who take or request OR PFML.

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If you have questions, please contact human resources or visit <https://paidleave.oregon.gov/pages/default.aspx>

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F. PAID BEREAVEMENT LEAVE

A leave of absence with pay for up to ~~threefive~~ (35) days may be granted an employee when a death in the employee's immediate family requires the absence of an employee, and in no event less leave than required by Oregon law. Should circumstances require an employee to be absent longer than the ~~threefive~~ (35) days, the days in excess may be charged against accumulated sick leave or vacation leave. Immediate family means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, stepchildren, grandchildren siblings and members of the employee's household.

Commented [A35]: CBA now allows 5 days. I have included their language. I think it should be consistent.

Commented [A36R35]: See my edits. Notice that I have included the last two paragraphs from the CBA in addition to modifying the first paragraph.

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

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

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T.G. JURY DUTY

Employees shall be granted leave with pay at the regular rate any time they are required to report for jury duty or are under subpoena to testify at a proceeding, provided that the employee must turn in any witness or jury duty pay directly to the District. If a summons for jury duty is received, the employee shall notify the supervisor. Arrangements will be made to reassign work and time off will be granted. If applicable, jurors will pay the District payments for jury duty except mileage when using their personal vehicle and will be paid regular wages. Employees are expected to report for work when not selected for a jury on any day, or when jury duty requires only part of a day. An employee released from the court before 2:30 p.m. is required to report to work as usual.

H. UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

1. Overview. This policy covers leave and re-employment for employees in the uniformed services. It also contains non-discrimination and non-retaliation provisions related to uniformed service. Regular employees requiring a leave of absence for service in the uniformed services shall, under certain defined conditions, be provided leave, continue their benefits during their leave, and be re-employed at the end of leave.

This policy is intended to be in full conformance with all federal, state and local laws regarding the rights of military personnel and re-employment of veterans. Nothing in this policy shall diminish rights under the applicable federal, state, or local laws.

2. Definitions. The following definitions shall apply to this policy:

- a. "Service in uniformed service" means performance of duty on a voluntary or involuntary basis in a uniformed service, including:

Active Duty
Active Duty for Training
Initial Active Duty for Training
Inactive Duty Training
Full-time National Guard Duty
Fitness for Duty Examination

- b. "Employee" for purposes of this policy is defined as all employees except those hired for a brief, non-recurrent period where there is no reasonable expectation that their employment would continue indefinitely or for a significant period.

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3. General. This policy applies to all employees of the District.

4. Compensation and Benefits for an Employee on Uniformed Services Leave.
The District shall excuse the employee for the uniformed services leave. During the leave, the District will not compensate the individual, but the individual may elect to utilize vacation pay accrued before commencement of the leave and maintain his or her health care insurance coverage through COBRA at no more than 102% of the full premium under the plan.

5. Required Notice of an Employee's Need for Uniformed Services Leave.

- a. Employees (or the uniformed services in which the employee is to serve) must provide written or verbal notification to the District of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or otherwise unreasonable or impossible.
- b. Unless otherwise required by applicable law, an employee's failure to provide notice may result in loss of re-employment rights and benefits and other employment benefits under law.

6. An Employee's Obligation to Report for Work or Request for Re-employment.

- a. Employees must report back to work or request re-employment within the following time limits (extended by two years in case of disability):

Service for 1 - 30 Days Uniformed Service or a Fitness for Duty Exam:
~~employee;~~ employee must report to work on the first regularly scheduled work day after return plus eight hours to rest.

Service for 31 - 180 Days: ~~employee~~ must submit an application for re-employment within 14 days after completion of service.

Service for 181 Days or Longer: ~~employee~~ must submit an application for re-employment within 90 days after completion of service.

- b. Employees may be required to provide documentation to verify their rights to re-employment including separation papers.
- c. Employees who fail to report to work or apply for re-employment within the required time periods will be considered absent and unexcused.

7. Re-employment Rights.

- a. An employee returning from uniformed services of 90 days or less who has met the requirements for re-employment will be reinstated to the job the

employee would have had if continuously employed with the employer without interruption for uniformed service, as long as the person is qualified to perform the job.

- b. An employee returning from uniformed services of 91 days or longer will be reinstated to the job the employee would have had if continuously employed with the employer without interruption for uniformed services or a position of like seniority status and pay, as long as the person is qualified to perform the duties.
- c. Re-employment is not required in the following circumstances:
 - i. Circumstances have changed to make re-employment impossible or unreasonable.
 - ii. The employee has a disability incurred or aggravated during uniformed service and it would be an undue hardship on the District to re-employ the person.
 - iii. The employment the employee left for uniformed services was for a brief, non-recurrent period and there was no reasonable expectation such employment would continue indefinitely or for a significant period.
 - iv. The employee failed to give advance written or verbal notice of the need for uniformed service leave, as required by this policy and the law.
 - v. The cumulative length of the uniformed services leave and all previous absences from a position with the District exceeds five years. Some periods of uniformed service are excluded by law from the five-year calculation.
 - vi. The employee was separated from uniformed services with a dishonorable or bad conduct discharge or other such designation regarding character of service as permitted by law.

8. Non-discrimination and Non-retaliation. The District will not discriminate in employment or take any adverse employment action against any person because the person has taken an action to enforce a legally protected right under the laws protecting those in uniformed services.

I. UNPAID LEAVE OF ABSENCE

1. General. Administrative employees who have been continuously employed with the District for at least one (1) year may request a personal leave of absence without pay for a reasonable period of time. Such leaves of absence are granted in the sole discretion of the District and will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the District.

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Adopted 1/21/2016

Last Revised ~~July 2022~~ August 21, 2025

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2. Requests. Requests must be submitted in writing and must be approved in writing by the employee's supervisor before the leave begins. Requests for extensions of leaves must be submitted in writing and approved in writing by the supervisor before the extension begins. It is the employee's responsibility to report to work at the end of the approved leave. Unless otherwise required by law, an employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

3. Status of Employee Benefits During Personal Leave. The District will not pay for group health or dental insurance premiums during any portion of an unpaid leave of absence (except when the leave qualifies for family medical leave and benefit continuation is provided by the Family Medical Leave Policy). Accordingly, the premiums for such coverage are the complete responsibility of the employee. In order to keep the insurance in force, premiums for the entire period of the leave must be paid before the employee begins the leave (except as provided by Family Medical Leave laws). Vacation time and sick leave will not accrue during personal leave of absence.

POLICY 7. SAFETY AND ACCIDENTS

A. SAFETY POLICY STATEMENT

Nothing is of greater concern to the District than the safety of its employees and the public. For the employees' protection, job-related injuries or illnesses must be reported immediately in accordance with the District's safety and accident policy. Employees are expected to use common sense and good judgment in work habits, to follow safe work practices, and to bring any unsafe condition to the attention of a supervisor. For example, employees shall:

1. Use the safety equipment which has been provided for use.
2. Not operate equipment while impaired by medication, drugs or alcohol.
3. Operate only the equipment on which they have received training.
4. Warn co-workers and management of unsafe conditions or practices. Accept with appreciation the warning of a co-worker or supervisor as an expression of concern for their own wellbeing.
5. Report dangerous or unsafe conditions observed at work.
6. Refrain from horseplay at all times.

B. UNSAFE CONDITIONS

1. Employee Responsibility. Every employee is responsible for safety as a specific job assignment. To achieve the District goal of providing a safe work place,

everyone must be aware of safety at all times. Employees shall report immediately any unsafe or hazardous condition directly to a supervisor, if it cannot be corrected safely and independently. Every effort will be made to remedy safety problems as quickly as possible. Each employee must be capable of promoting public and employee trust and confidence.

2. Management Responsibility. Each department supervisor shall frequently review the need for implementing safety practices, policy or procedures warranted by existing or potential hazards. Each accident and “near miss” is cause for review. A copy of such policies shall be delivered to all department employees. Supervisors will periodically involve employees in the process. The need for periodic training shall be considered, and arranged as determined by the supervisor.

3. Managing Unsafe Conditions. It is every employee’s responsibility to observe and identify conditions which could pose a hazard to employees or to the general public.

After identifying the problem, employees at the scene are expected to:

- a. Safely eliminate the hazard, and obtain necessary assistance;
- b. Safely control the hazard by enclosure or guard;
- c. Employ avoidance procedures; and
- d. Use personal protective equipment as appropriate.

C. ACCIDENT REPORTING

Accidents involving District vehicles or personal vehicles being operated on District business must be reported in detail as soon after the occurrence as possible. All accident reports should be submitted to the Tillamook County Transportation District.

1. Vehicular Accidents. Accidents involving District owned vehicles or personal vehicles being operated on District business must also be reported to a police agency for investigation consistent with applicable law.

2. Other Accidents. Accidents involving damage to equipment or property, or personal injury, must also be reported to the General Manager. The General Manager will determine the need for further investigation.

D. EMPLOYEE INJURY REPORT

In case of an accident involving personal injury to an employee, regardless of how serious, the employee should notify the General Manager or designee as soon as possible. Failure to report accidents can result in a violation of conditions of insurance coverage and state laws, leading to difficulties in processing insurance and benefit claims. Injured workers must fill out a Worker’s Compensation Report form and submit it as soon as possible to the General

Manager. All injuries must be reported in a timely manner to avoid risk of claim denial. The General Manager will provide advice and assistance to any person filling out a Workers' Compensation Report.

If an injury results in the death of an employee, the General Manager shall be notified immediately. The General Manager shall notify the State Workers' Compensation Department and the District's insurance carrier by phone. The General Manager will then process a claim report form. The appropriate entries shall be made in the OSHA 200 Report log.

E. WORKERS' COMPENSATION INSURANCE

If an employee is injured on the job, the injured worker may be entitled to benefits under the state workers' compensation law. The District carries workers' compensation coverage and will assist employees in obtaining all benefits to which they are legally entitled.

F. WORKERS' COMPENSATION PAYMENTS

If an employee receives compensation from the District's carrier for an on-the-job injury, the employee must photocopy each check before cashing it and furnish a copy of the check to the General Manager or designee. The District pays the difference between time loss benefits paid and the employee's net wage (less) taxes.

G. RETURN-TO-WORK POLICY

The following procedures must be followed by employees who wish to return to work following an on-the-job injury which has resulted in the employee being off work.

1. All requests to return to work must be made in writing, dated and signed by the employee.
2. All requests to return to work must be accompanied by a dated, written release signed by the employee's attending physician. This release must clearly specify whether you are released for your former job or are restricted in any way.
3. Requests to return to work must be made no later than the 7th regular work day following the date of your physician's signature on the written release. Except where, in our opinion, extenuating circumstances exist or otherwise required by applicable law, failure to make a timely request terminates your right to reinstatement or re-employment. Failure to seek a written release upon your becoming able to return to work may constitute abandonment of your right to reinstatement or re-employment.
4. Requests to return to work may be brought in personally or mailed to the District. All requests to return to work must be directed to the employee's supervisor. The supervisor is responsible for notifying Human Resources. Requests brought in personally will be deemed made the date on which the written request is given to the supervisor. Mailed requests will be deemed made on the date of receipt. All requests will be date

stamped upon receipt.

5. If your former job or a suitable alternative is not available at the time of your request, you must contact your supervisor in person or by telephone once a week to renew your request. If a period of 10 days elapses without such a contact, you will be considered to have abandoned your right to be returned to work.

6. All job offers will be made by telephone. It is your obligation to keep the District advised of any changes in your telephone number.

7. Consistent with applicable law, if you are offered a suitable position in response to your request to return to work and you refuse to accept it, you will be considered to have voluntarily terminated your employment and abandoned your right to reinstatement or re-employment.

H. VIOLENCE IN THE WORKPLACE

1. Statement of Policy. The District recognizes the need for a violence-free work environment for all employees and the public. The District will not tolerate violence in the workplace and is committed to maintaining an environment clear of all forms of violence, including verbal or physical threats as well as forms of intimidation such as sexual harassment or abusive language. Employees are expected to report all threats and violence, physical or verbal, to their supervisors.

2. Definitions.

- a. Assault. The actual offer to use force with the apparent present ability, if not prevented, to execute that attempt, which creates a reasonable fear of imminent peril.
- b. Battery. The unlawful touching of another person.
- c. Law Enforcement Personnel. Any city police officer, deputy sheriff or member of the Oregon State Police.
- d. Perpetrator.
 - i. An employee inflicting acts or threats of violence on him/herself, or another employee.
 - ii. A third party engaging in violent acts or threats against him/herself, an employee, or another third party.
 - iii. An employee inflicting acts or threats of violence on a third party.
- e. Third Party. Any visitor to a District workplace, including a former employee.

- f. Violent Act. An act by a third party or an employee that may range from verbal or physical threats or intimidation to assault or battery.
 - g. Workplace. All property (including parking lots) owned by the District and any non-District property where work is being performed by District employees in an official capacity for the District.
3. General.
- a. In the workplace, an employee witnessing violence directed against another should observe the situation and attempt to get information such as the name and description of the perpetrator, but only if it can be done without endangering the employee or others.
 - b. When applicable, the District and its employees shall cooperate fully with police and other law enforcement officials in the investigation and prosecution of violent acts.
 - c. No employee or third party, excluding law enforcement personnel, is permitted to bring weapons or firearms into the workplace or ~~on~~ onto District property for any reason.
4. Implementation.
- a. Managing a Potentially Violent Situation.
 - i. District employees are expected to assist the general public and fellow employees in a courteous manner.
 - ii. If, for example, a person becomes angry, the employee should courteously attempt to calm the person down. If that does not work, the employee should contact Dispatch or call 911 for assistance.
 - b. A Person Threatening Bodily Harm. If the employee feels that he/she or another person is threatened, that is, in danger of imminent bodily harm:
 - i. The employee should attempt to leave the scene, if it can be done safely.
 - ii. If the employee's supervisor is unaware of the situation, the employee should notify their supervisor as soon as it can be done safely.
 - iii. Either the employee or the supervisor may determine if law enforcement should be notified.
 - iv. The General Manager shall be notified as soon as possible by the supervisor of the employee who feels threatened, witnesses, or has

knowledge of a violent act.

- v. If law enforcement has not been notified earlier, the General Manager may decide to call the police or take other actions related to the incident.

c. Reporting Incidents.

- i. The employee shall complete an incident report and forward the report to the General Manager within 24 hours of a violent act.
- ii. For an act involving the threat of bodily injury, the employee is responsible in making sure the General Manager is contacted, as soon as it can be done safely.
- iii. Any District employee having knowledge of a violent act involving any other District employee (as victim or perpetrator) must report it. Disciplinary action may result if the employee having knowledge of a suspected violent act fails to report the episode. The employee may report the incident to the General Manager or the Board.
- iv. The person complaining may ask for anonymity during all or part of an investigation. However, anonymity will be maintained at the discretion of those investigating and resolving the complaint. There is no right to or guarantee of anonymity.

d. Resolution and Investigation.

- i. To the extent practicable, investigations and resolutions shall be conducted using the same procedures as are in the District's policy on Harassment.
- ii. In cases where the perpetrator is not a District employee or in any other case the District deems advisable, the District may request the investigation be conducted by law enforcement personnel.
- iii. As needed, the investigating party may alter the procedures of the investigation.

5. Workplace Security. Recommendations for improved safety often come from suggestions from employees. These suggestions are encouraged.

POLICY 8. WHAT THE DISTRICT EXPECTS FROM YOU

A. TEAMWORK AND EXCELLENCE

This section has been arranged to present a general overview of some of the District's expectations of its employees. Every employee should keep in mind that he/she is a part of

a team of public employees, and public satisfaction with the District depends upon good service.

B. BUSINESS CONDUCT

The District strives to maintain a high standard of business ethics. All employees are expected to follow acceptable business and professional principles in matters of business and personal conduct; to accept responsibility for the appropriateness of their own conduct; and to exhibit a high degree of personal and professional integrity at all times. Certain behaviors are clearly unacceptable at any time in any workplace. Other forms of conduct, while often more subtle are equally unacceptable.

The District expects all employees to adhere to the following general principles:

- Observe the highest standards of professionalism at all times.
- Perform responsibilities in a manner consistent with the District's values and ethical standards.
- Avoid the appearance of impropriety.
- Comply with all laws, regulations and policies, conventions, and standards applicable to the District.
- Treat others including other employees, customers, contractors, officials, and the public at large, with dignity, consideration, and respect.

Unsatisfactory performance, work habits, overall attitude, conduct or demeanor; violation of the District policies, procedures, or guidelines; or any other behavior or conduct deemed inappropriate by the District may lead to disciplinary action up to and including termination of employment.

C. CODE OF ETHICS FOR DISTRICT EMPLOYEES

1. Personal Interests Avoided. District employees may not use District time, equipment or services for personal interest or gain. District employees shall not use information or facts that have come to them by virtue of their employment for personal gain or benefit. In matters of personal interest, employees should conduct themselves so as not to impair their working relationship with other employees, officials, or the public.

2. Food and Beverage Benefits. District staff members may accept food, beverage, and other related items ("F&B Benefits") provided by the District, including to any of their relatives or household members who are accompanying them during work-related events such as, but not limited to meetings, team building activities, and conferences. Such F&B Benefits are provided as part of the employee's official compensation package.

3. Gifts and Gratuities. The appearance of impropriety can be as damaging as actual impropriety and must be avoided. No employee or volunteer shall accept tips, gratuities, or cash gifts for work performed for the District. Gifts to employees of nominal value may be accepted; however, gifts estimated to be worth over \$20 must be reported to the employee's supervisor.

Commented [A37]: Is there we need to add the new OR Ethics verbiage regarding meal compensation as part of wages? I have attached the policies for your review.

Commented [A38R37]: I have inserted language in #2 which covers this aspect.

Commented [A39R37]: Great! Thank you for taking care of that one!

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Commented [A40]: Thank you for this, Ron. When I was working with Steve Shropshire (Jordan Ramis) on this EH language and Policy 10 (Director Powers, Duties, Responsibilities, and Membership) revisions to comply with the OGE opinion, he also brought up working with labor counsel before putting a new F&B benefits policy for represented employees. But do we have to? Can't we use this language to cover all District employees? My understanding was if something is not addressed in the CBA, that the EH applies...Can that be the case for this item?

Commented [A41R40]: I generally agree with you that what is not addressed in the CBA, policies in the EH apply. However, refer to Article 4 of the CBA. Before policy changes may be made they must be presented to the Union for review. So, the EH will apply if the policies have first been presented to the Union for review prior to implementation.

With that said, Article 28, Section 3 of the CBA specifically refer to the EH.

3.4. Special Gifts. All gifts must be reported to the supervisor, General Manager, or the Board. Non-monetary gifts of nominal value e.g., under \$50 at holidays or special occasions, which are available to be shared by all employees, may be allowed.

D. POLITICAL ACTIVITIES OF DISTRICT EMPLOYEES

1. Official Position - Campaigning. Employees may not use their official authority or position with the District to further the cause of any political party or candidate for nomination or election to any political office.

2. On-Duty Activity. Oregon law forbids any District employee, while on the job, from soliciting money, influence, service, or other article of value or otherwise aiding and/or promoting any political cause or the nomination or election of any person for public office.

E. INTERNET USE AND SOCIAL MEDIA

The District allows Internet access for the purpose of researching and moving information or communication that is related to each employee's job function. The District reserves the right to monitor use of the Internet by its employees at any time, with or without prior notice. Employees using District equipment and Internet access have no right to privacy with respect to such use. Employees may access the Internet for private use during unpaid time or paid break times. Employees may not use the equipment to access the Internet for personal use after or before regular office hours, or to access information on a site of a sexual or criminal nature. All Internet use shall comply with the District's policies, including but not limited to its Harassment Policy.

Employees must refrain from using social media while on working time or on equipment ~~TCTD~~the District provides, unless it is work-related as authorized by your supervisor. Do not use ~~TCTD-District~~ email addresses to register on social networks, blogs or other online tools utilized for personal use.

Brief and occasional personal use of the electronic mail system or the Internet (other than social media) is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other authorized breaks), and does not result in expense to ~~TCTD~~the District.

Personal use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. The determination of what constitutes excessive use is solely within the discretion of ~~TCTD~~the District.

F. COST CONSCIOUSNESS

Every employee of the District is a citizen and taxpayer and is expected to practice economy in all duties. Failure to do so is not in the best interests of the District and may lead to discipline, and/or discharge, as appropriate. Employees may not use District equipment or inventory for their own personal use, or give permission to any third party's use, without

specific permission from the General Manager or TCTD Board of Directors.

G. USE OF EQUIPMENT/SUPPLIES; FREE TRANSPORTATION

Employees may not use District equipment (including, but not limited to, computers and printers) or inventory for their own personal use, or give permission to any third party's use, without specific permission from the General Manager.

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

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

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

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

H. ATTENDANCE AND PUNCTUALITY

Each employee and the employee's performance on the job are important to the overall success of operations. When absent, someone else must do the job. Everyone is expected to keep regular attendance, be on time, and work as scheduled.

In accepting employment with the District, each employee is required to meet certain standards. Maintaining an acceptable level of job attendance is part of good work performance and is one of the standards by which an employee's overall contribution to the District may be measured. Continued employment carries with it the personal responsibility of each employee to be on the job on time every scheduled work day. Recurring and excessive absences and/or tardiness that is unprotected by law is disruptive to work schedules, costly to the District and its residents, and detrimental to the morale and efforts of employees who maintain a good work record.

Except when the absence or tardiness is due to leave protected by local, state or federal law, failure to meet these requirements subjects an employee to disciplinary action, which includes termination. The ability to attend work regularly is an essential job requirement. Unprotected, unexcused absences may result in disciplinary action up to and including termination.

I. PERSONAL APPEARANCE

Employees are required to maintain a well-groomed appearance at all times during work hours. Attire must fit, be neat, clean, well kept (not frayed, no stains, holes or patches) and

appropriate for the job. Examples of appropriate attire include jeans, khakis, blouses, t-shirts, button-up shirts, and polo shirts. Close-toed shoes are appropriate for public-facing employees, Lot Attendants, and employees who work in the shop. Examples of inappropriate attire include tank tops, shirts cut in a manner that reveal the employee's undergarments, unbuttoned shirts, spaghetti-strap tops, pajamas, and flip flops. It is not a violation of this work rule to wear natural hairstyles such as natural curls, locs, twists, braids, or afros. All members of the management team share responsibility for helping employees understand and meet these standards. In case of conflict, the General Manager will make the determination.

J. APPEARANCE OF WORK AREAS

The District's objective is to provide and maintain clean, safe and healthy work conditions. It is the responsibility of each employee to maintain a safe, neat work area and insure that all working documents, desks, cabinets and equipment are secure at the close of the work shift.

K. PERSONAL TELEPHONE CALLS, FAXES, AND COPIES

District equipment is to be used for District purposes. In exceptional circumstances, employees may seek approval from the General Manager to use the District's telephones, fax machine, or copy machine for minimal personal use (incoming or outgoing) during a break, lunch or before or after the employee's shift. Under no circumstances should an employee incur charges to the District (including printing charges) unless it is work-related or the employee has received authorization from the General Manager in advance of incurring the charge. Friends and relatives should be discouraged from calling during working hours except in emergencies.

L. SMOKING

~~TCTD~~ The District is committed to minimizing the harmful effects and discomforts that tobacco use may produce in the workplace. We will attempt to accommodate the needs of both tobacco-using and non-tobacco-using employees by designating tobacco-use areas in compliance with State law and County ordinance.

Smoking, vaping, or using smokeless tobacco (including chewing tobacco and e-cigarettes) in District vehicles or non-designated tobacco-use areas is prohibited at all times.

Disposing of cigarette butts and/or the remnants of smokeless tobacco will be allowed only in designated tobacco-use areas. Spitting tobacco and stubbing out cigarette butts anywhere other than in designated tobacco-use areas is not allowed.

M. OUTSIDE EMPLOYMENT

1. District Comes First. When an individual accepts full-time or part-time employment with the District, it is understood that the District has first call upon the services of its employees, regardless of any effect on secondary employment.

2. Incompatible Work. Employees shall not engage in outside employment that conflicts in any way with District employment, detracts from the efficiency of work performance, or is in conflict with the interests of the District. The District expects employees to avoid extra work which affects endurance, overall personal health, or effectiveness. The District will hold all employees to the same standards of performance and scheduling demands, including employees who hold outside jobs.

3. Notification. Full-time and part-time employees shall notify the General Manager in writing, in advance, of all employment outside the scope of their employment with the District.

4. Conflicts. The ~~Tillamook County Transportation~~ District will notify the employee at any time outside employment is found to be in conflict with the interests of the District or is likely to bring discredit upon the District. It shall be up to the employee to choose which employment option is most desired.

N. DRUG AND ALCOHOL

1. Statement of Policy.

- a. The District has a responsibility to its employees and the public to insure safe working conditions for its employees and a productive District workforce unimpaired by chemical substance abuse. The District has additional responsibilities pursuant to the Drug Free Workplace Act of 1988 for its safety sensitive employees as described in greater detail in Appendix B. To satisfy these responsibilities, the District preserves a work environment free from the effects of drugs, alcohol, or other performance-impairing substances.
- b. The misuse of alcohol and other drugs can impair employee performance, as well as physical and mental health, and may jeopardize employee safety as well as the safety of the public.
- c. All applicants are required to submit to testing and test negative for drugs prior to employment. All employees filling safety-sensitive jobs or any employee reasonably suspected of violating the drug-free workplace must abide by the *Tillamook County Transportation District Policy for Alcohol & Drug Testing*.

2. Policy.

- a. The District is committed to maintaining a safe and healthy work place for all employees by assisting employees to overcome drug or alcohol related problems through appropriate treatment and, if necessary, disciplinary action. For purposes of this Drug & Alcohol policy, medical or recreational marijuana is considered a controlled or illegal substance.

- b. Each employee is responsible for meeting performance, safety and attendance standards.
- c. Employees shall not perform ~~TCTD-District~~ work with any intoxicating beverage, liquid mixture or preparation (including any medication) containing alcohol, or controlled or illegal substances, in their system. Employees may not consume alcohol during their rest breaks or meal periods. Similarly, employees may not consume alcohol at off-site work-related meetings or trainings while on working time. If an employee attends an overnight work-related conference, the employee may consume alcohol in moderation after the conference concludes for the day, provided that the employee does not engage in any other ~~TCTD-District~~ work after consuming alcohol.
- d. The use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public, is strictly prohibited. It is a violation of policy for any employee to report to work under the influence of alcohol, drugs, or intoxicants, to be in this condition while on District property or in other circumstances we believe might adversely affect our operations or safety. The use of alcohol or medically prescribed controlled substances off-duty is not controlled by this policy. Conduct in violation of this policy may result in disciplinary action and/or criminal investigation, if appropriate.
- e. An employee whose alcohol or drug test result is “positive” will be considered in violation of this policy. The District has a zero-tolerance policy.
- f. For purposes of this policy, “under the influence of alcohol or drugs” or “under the influence of intoxicants” is any detectable level of alcohol or drugs present in the individual’s system (based on the results of urinalysis or breathalyzer testing).
- g. Failure to give written consent, without qualification, to testing, or failure to provide samples for testing will be considered insubordination, and grounds for immediate suspension and later termination. In addition, failure to appear for or permit a urinalysis test or breathalyzer upon request will be considered the same as a positive test and will be cause for immediate termination.
- h. If an employee is covered by Department of Transportation regulations, additional testing requirements will apply and will be enforced.

3. Permitted Use. It is the employees’ responsibility to determine from a physician whether or not a prescribed drug can impair job performance. An employee

whose impairment may affect job performance should take leave or other steps consistent with advice of a physician. If an employee reports to work under the influence of prescription medication and endangers self or others, the employee may be disciplined. Any failure to report the use of such drugs or other substances following an event of concern to the District, or failure to provide evidence of medical authorization, can result in disciplinary action up to and including termination.

4. Reports of Drug Conviction. Each employee must report facts and circumstances to the ~~Tillamook County Transportation~~ District no later than five (5) days after conviction for violating any criminal drug statute.

5. Employee Education. The District will afford employees an opportunity to deal with drug and alcohol-related problems. The General Manager shall maintain information relating to the hazards of and treatment for drug and alcohol related problems. Proactive training and information shall be sponsored by the District periodically. Any District employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

6. Employee Assistance. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The ~~Tillamook County Transportation~~ District will assist employees who wish to identify and select an appropriate treatment program. The District will provide medical insurance for participation in a treatment program as allowed by the insurance plan.

If an employee seeks drug treatment voluntarily and not under adverse employment circumstances, accrued sick leave benefits may be used while attending rehabilitation. After such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the District's policy of maintaining a drug free workplace.

7. Searches. Employees have no expectation of privacy with respect to lockers, desks or the contents of other similar District controlled spaces. A search for contraband within personally controlled spaces on District property (purses, garments, brief cases or a personal vehicle, for example) shall be based on reasonable grounds or consent of the employee. In accordance with the provisions of this policy prohibiting drugs in the ~~work place~~ workplace, or based upon legitimate concerns for the possession of other unauthorized materials (such as firearms, explosives or stolen property,) this policy constitutes formal notice of the District's intent to search premises, persons and secured spaces, including vehicles parked on District property, based upon reasonable grounds or consent. Searches shall be approved by the General Manager or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given.

The District recognizes that situations may arise that are not specifically covered by this policy and these guidelines. Such situations will be dealt with on a case-by-case basis taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on production and

safety and customer relations concerns.

POLICY 9. PERFORMANCE EVALUATION

A. EMPLOYEE PERFORMANCE REVIEWS

1. Purpose - Communication. Employee performance reviews are an essential communication process between the employee and the immediate supervisor. Such reviews provide information relating to merit, identify areas of training needs, target the strengths and weaknesses of the employee's work performance, and measure the relationship between goals and objectives and the individual employee's job performance. The purpose of evaluations is to let employees know how well they are performing their job and whether they have performance problems. It also serves as a basis of personnel decisions – merit increases, promotion and termination.

2. Goal - Form Desirable Behaviors. The goal of the employee performance review process is to establish a pattern of expected work performance and habits. The review process gives employees and supervisors an opportunity to measure, review and establish goals, reward or acknowledge good performance, create incentives, and to detect and correct improper behavior or activity and/or substandard work performance.

3. Review Process. Performance reviews shall be completed at least annually and in accordance with the guidelines and instructions set forth below. Employees and supervisors are required to sign the completed performance review forms. All performance reviews will be reviewed by the General Manager and placed in the employee's personnel [file/record](#). Employees will be provided with a copy of performance reviews.

4. Employees Affected. All regular employees of the District will be evaluated under this policy. The General Manager shall be evaluated by the Board members based upon the consensus of the Board, using a written performance evaluation.

5. Regular Review. All employees will be evaluated at least annually in the month of their employment anniversary date.

6. Introductory Review. Introductory employees will participate in goal-setting interview/reviews as often as appropriate and will be evaluated in at least one written performance progress during introductory status.

7. Pay and Introduction Recommendations. A recommendation for a merit or step increase and/or initiation or extension of probation, passing an introductory period to regular employee status, or termination shall be set forth in a performance evaluation as appropriate.

8. Supplemental Evaluation. A supplemental performance evaluation may be submitted on any occasion deemed appropriate by a supervisor.

B. THE EVALUATION PROCESS

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Adopted 1/21/2016

Last Revised ~~July 2022~~ August 21, 2025

Meaningful performance assessments require both the supervisor's and the employee's evaluation of the employee's performance.

1. The Supervisor. The employee's immediate supervisor is responsible for timely completion of the official evaluation report. In cases where the immediate supervisor does not have sufficient opportunities to judge the employee's performance, the lead worker (or others in a position to observe performance) should be consulted in completing the evaluation. The form should be completed in the District's HRIS system.

2. Follow-Up. If during the review, specific steps to improve performance were identified or if action needs to be taken by you, please take it. The supervisor is responsible for all follow-up activities. If specific training has been recommended, it is important that it be undertaken. If parts of the job description have become obsolete, it should be rewritten.

POLICY 10. PROBLEM RESOLUTION

A. DISTRICT POLICY

The District strives for fair treatment of all employees. However, misunderstandings and differences of opinion may occur in any organization. The District intends that such matters be resolved as early and fairly as possible. Disagreements relating to work assignment, pay, promotion opportunity or any aspect of the work relationship should be openly discussed with the immediate supervisor. Supervisors and employees should make honest attempts to understand each other's perspectives and make every effort to resolve differences. The Board encourages dialog to resolve the issue and find solutions.

B. STEPS TO SOLUTION

The Board recognizes the right and responsibility of the General Manager to make decisions regarding the day-to-day operation of the District.

However, if an employee believes she/he is not being treated ~~fairly, or~~ fairly or feels strongly that a management decision adversely affects the District, its employees, or the community that it serves, the District provides the problem resolution process outlined below.

1. An employee's immediate supervisor is often in the best position to help, so the first step is to discuss the problem with a direct supervisor. To ensure that the matter is addressed in a timely manner, employees are encouraged to discuss the problem with their supervisor within three workdays of the occurrence of the complaint or problem.

2. If the employee still believes the problem is not properly resolved, or feels their supervisor is part of the problem, the employee has the option of filing a written statement concerning the problem with Human Resources. A Problem Resolution Form is available in the staff lunchroom for this ~~purpose, and~~ purpose and will help employees understand the process. It also will help Human Resources resolve the problem. Sometimes

a written statement will prompt an investigation to better understand the employee's concern. Human Resources will follow up with the employee as soon as practicable.

3. If the employee disagrees with Human Resources' decision, the employee may refer the matter to the General Manager for review. The General Manager's decision is final.

4. The District cannot guarantee that an employee's point of view will prevail. However, the General Manager will always ~~listen, and~~listen and make every effort to ensure that problems are resolved fairly and in the public interest.

Problem Resolution Process	
The problem is first discussed with the employee's immediate supervisor.	The supervisor will consider the facts of the case along with the employee's concern and make a decision.
The employee files a Problem Resolution Form with Human Resources.	Human Resources will investigate and deliver a decision to the employee.
If the employee is still not satisfied, they may request a review by the General Manager.	The General Manager's decision is final.

C. RETALIATION

An employee or group of employees who bring a complaint to their supervisor, Human Resources, or the General Manager shall be free to do so without fear of reprisal, deterioration in their work environment, or a detrimental effect on any promotional opportunities.

D. WHISTLEBLOWER RIGHTS AND RESPONSIBILITIES

The District is committed to lawful and ethical behavior in all of its activities and requires directors, volunteers and employees to act in accordance with all applicable laws, regulations and policies and to observe high standards of business and personal ethics in conducting duties and responsibilities. The District encourages its directors, officers, employees or volunteers ("reporting individuals") to report what they in good faith believe to be unethical or unlawful behavior or a questionable accounting or auditing matter by the District and strictly prohibits retaliation for voicing a concern pursuant to this Whistleblower Policy.

1. Reporting Responsibility. This Whistleblower Policy is intended to encourage and enable reporting individuals to raise concerns internally so that the District can investigate and take appropriate action if necessary. It is the responsibility of all reporting individuals to report concerns about violations of the District's code of ethics or suspected violations of law or regulations that govern District operations.

2. No Retaliation. It is contrary to District policy for anyone to retaliate or threaten to retaliate against any director, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of the District. An employee who retaliates or threatens to retaliate against someone who has reported a violation in good faith is subject to discipline, up to and including termination of employment or volunteer assignment.

3. Reporting Procedure. Non-management employees should follow the Problem Resolution steps outlined in Policy 10(B) above. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the District's General Manager or, in matters which concern the General Manager ~~then~~ to Human Resources. Upon receipt of a complaint the District will investigate appropriately using the services of the District's legal counsel or designee as determined appropriate.

4. Compliance Officer. The District designates the General Manager as its Compliance Officer. The Compliance Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the Board of Directors of all complaints and their resolution and will report at least annually to the Board of Directors concerning all accounting or alleged financial improprieties.

5. Accounting and Auditing Matters. The Compliance Officer shall immediately notify the Board of Directors of any concerns or complaint regarding District public accounting practices, internal controls or auditing and work with the Board of Directors or its designated sub-committee to resolve such matters.

6. Acting in Good Faith. Anyone filing a written complaint concerning a violation or suspected violation must act in good faith and have reasonable grounds for believing the matter raised involves unethical or unlawful behavior or an improper accounting or auditing practice. Any allegations that prove not to be substantiated and which prove to have been made maliciously or with knowledge that they are false will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer assignment or termination of employment.

7. Confidentiality. Allegations of violations or suspected violations made under this policy may be submitted in confidence by the complainant and will be kept confidential until and unless disclosures are required by law or by process associated with remedial and corrective action. Reports will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation and applicable law.

8. Handling of Reported Violations. The Compliance Officer will notify the person who submitted a complaint that it has been received and inform the complainant of the nature of action being taken. All reports made under this policy will

be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

POLICY 11. DISCIPLINE

A. DISCIPLINE GENERALLY

On-the-job conduct of District employees affects the ability of the District to serve its citizens and affects the public's impression of the ~~Tillamook County Transportation~~ District. Employee safety, public safety, productivity and morale are dependent upon employee conduct. Occasionally it is necessary for supervisors to resort to corrective action when other actions are inappropriate, or where a particular employee fails to respond to informal guidance.

In order to provide a fair method of correcting, and when necessary, disciplining employees, the District's General Manager or designee may use progressive discipline procedures to the extent appropriate under the circumstances in the District's judgment. This section concerning discipline does not apply to the District's General Manager, who serves at the pleasure of the Board of Directors. This section applies to all employees, but those employees represented by a CBA this section will only apply if not expressly to the extent that it does not conflict with the CBA, and in such a case the CBA shall control. This Section establishes procedures and a process and does not constitute the creation of a contractual right to retain employment.

B. CORRECTIVE ACTION- GENERAL GUIDELINES

1. Corrective action may be initiated for many proper reasons, including, but not limited to, violations of the work rules, insubordination or poor job performance. The severity of the action generally depends on the nature of the offense, an employee's work record, and other factors deemed relevant by the District, and may range from verbal counseling to discharge. Disciplinary actions shall be retained in the employee's personnel record and may be used in disciplinary actions for the following two years. After two years the disciplinary action may not be considered in future discipline unless the new discipline is related to the same disciplinary action previously issued.

2. Corrective actions for poor performance or misconduct include:

- a. Documented verbal warning~~Coaching and counseling.~~
- b. Written counseling or warning.
- c. Performance Improvement Plan.
- d. Temporary reduction in pay in lieu of suspension.
- e. Suspension, with or without pay.

Commented [A42]: The question has come up by the ATU on how long we keep the disciplinary issues "accountable" to an employee. Like the attendance issue: ie, 3 unexcused in 18 months, etc. I don't know that is in our best interest to put that in writing but maybe. What's the normal policy?

Commented [A43R42]: Generally, in the union setting, two years is the common length of time that the employer may rely upon past behavior. The exception is where the same behavior is noted again.

With that said, I don't know why it needs to be stated in the EH if it is noted in the CBA. I will take a look at the CBA to see what it provides.

Commented [A44R42]: Sounds good. I will defer to your expertise!

Commented [A45R42]: The CBA does not address the question of how long a disciplinary document remains in an employee's personnel record. First, any disciplinary document should always be retained in an employee's personnel record. The real question is how long may a disciplinary action be relied upon for disciplinary actions thereafter. As I previously stated above generally in the union setting such disciplinary actions remain viable for two years, unless the future violation is the same as what is in the file.

With that said I have inserted some proposed language for your consideration.

Commented [A46]: Mike said there is an issue with coaching being a corrective action. He said you two worked on how to fix it so you may need to reach out to him if you are unsure what change needed to be made.

Commented [A47R46]: I am reaching out to Mike to discuss and consider whether modifications are necessary.

Commented [A48R46]: Mike and I discussed his concerns last Thursday. I made changes based on our conversation and shared with him the language. So it is my opinion that this is now resolved.

f. Demotion.

g. Discharge.

Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure may occur whenever the District deems it appropriate, and the District reserves the right to skip any or all of these steps.

C. APPLICATION OF PROGRESSIVE PROCEDURES

1. For performance deficiencies, the District ~~may, but~~ may but is not required to verbally counsel an employee before issuing a written warning.

2. In the event of two or more performance problems or a more serious violation of a District policy rule or expectation, the District ~~may, but~~ may but is not required to issue a written warning.

a. The employee will be asked to ~~should~~ sign and date the written warning acknowledging only that they have received the written warning. If the employee refuses to sign the written warning, it will be noted and filed with the employee's personal record. An employee who disagrees with the facts in the written warning may submit a written response. It will be placed in the personnel file with the written warning.

b. A written warning need not pertain to the same or similar matter (issue).

c. Participation in a performance improvement plan ("PIP") may be required by the District. Employees who are asked to participate in a PIP and refuse are subject to immediate termination.

d. In addition to a written warning, the General Manager may also suspend an employee without pay for a period of up to thirty (30) working days, or take other disciplinary action deemed appropriate. Prior to suspending an employee without pay, the General Manager will meet with and afford the employee a pre-suspension conference by complying with the requirements of a pre-deprivation conference described in section DE of this policy.

e. Supervisors, with the approval of the General Manager after a pre-deprivation conference, may demote or reduce the pay of employees for cause. A written statement of the reasons for such action shall be furnished to the employee, and a copy shall be made a part of the personnel file. The employee will sign the statement acknowledging he/she has received a copy of ~~it, and it~~ and may file a rebuttal statement. Prior to imposing a demotion, the pre-deprivation conference procedure shall be followed.

3. Discharge may result if the employee violates District policy, commits

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Adopted 1/21/2016

Last Revised ~~July 2022~~ August 21, 2025

serious misconduct or fails to improve the level of performance.

4. An employee should not be reinstated or otherwise relieved of misconduct if to do so would be contrary to public policy. In determining if reinstatement or other action would be contrary to public policy, the District will look at public policy requirements as clearly defined in statutes or judicial decisions, including but not limited to policies respecting sexual harassment or sexual misconduct, unjustified or egregious use of physical or deadly force, and serious criminal misconduct related to work. Additionally, when an employee claims the employer's alleged previous differential treatment of employees for the same or similar conduct is the basis for reinstatement of an employee who has engaged in misconduct, the following principles apply:

- a. Some misconduct is so egregious that no employee can ~~reasonable~~reasonably rely on past treatment for similar offenses as justification or defense to discharge or other discipline.
- b. Public managers have a right to change disciplinary policies at any time, notwithstanding prior practices, if reasonable advance notice is given to affected employees and the change does not otherwise violate a collective bargaining agreement.

D. DEPRIVATION PROCEDURE

Pre-Deprivation Conference. If the General Manager determines there is cause for the discharge, suspension or demotion of an employee, the General Manager or designee shall notify the employee of the specific reasons and that a suspension with or without pay, demotion and/or discharge-termination is being considered. The employee shall be provided with the facts upon which the actions are based. The General Manager shall afford the employee a formal opportunity to refute the charges orally or in writing. Once the employee has been afforded an opportunity to refute the charges and explain the circumstances, the employee may be suspended without pay, demoted, or receive a reduction in pay for-cause. If a pre-discharge conference is to be held, it will be scheduled ~~and~~ within 7 calendar days after notice of action has been given. The General Manager or designee shall conduct the conference and thereafter decide whether to impose termination or a lesser degree of corrective action~~discharge~~. The employee will be given adequate time to develop a response ~~and but any request for more time must be requested within 7 calendar days of the notice of the pre-deprivation conference. The employee may seek outside assistance~~ to seek necessary outside assistance as the employee feels necessary. The time limits may be varied by the District to meet individual needs.

~~The General Manager will conduct the conference and decide whether to impose discharge or a lesser degree of corrective action.~~

E. EXECUTIVE SESSIONS TO CONSIDER DISCIPLINARY MATTERS

1. ORS 192.660. The TCTD Board of Directors may hold an executive session to consider the dismissal or disciplining of, or to hear complaints or charges brought against,

Page

55

Adopted 1/21/2016

Last Revised ~~July 2022~~ August 21, 2025

Commented [A49]: Should this say 'If the General Manager or a designee determines...'

I say this because usually it is Mike who begins the discipline process with input from me, but it is him that provides the employee with notice (i.e., Notice of Intent to Terminate, etc.). Once that is given to the employee, it is me that meets with them during the conference.

Commented [A50R49]: I don't foresee a problem with that edit. Therefore, this is now resolved.

Commented [A51]: Should this say 'the General Manager or a designee shall notify...'

Commented [A52R51]: Done.

Commented [A53]: This sentence seems like it should be in the paragraph above. It also seems like it should be part of the 4th sentence.

Commented [A54R53]: See my suggested edits for your consideration.

a public officer, employee, staff member or individual agent who does not request an open hearing.

2. Hearings Procedures.

- a. Procedure. The Board shall set a hearing upon timely requests made under this policy. The employee and the supervisor shall be given written notification of the time and place of the hearing. The employee has the right as per ORS 192.660 (1) (b) to request the hearing be held in an open public meeting of the ~~Tillamook County Transportation District~~ Board of Directors.

The order of procedure at the hearing generally will be as follows:

- i. The General Manager or a designee will set forth the reasons for the action and the facts on which it is based. The employee may conduct cross-examination if appropriate.
 - ii. The employee may present evidence in support of the employee with or without the assistance of legal counsel or other representative.
 - iii. The General Manager or a designee may cross-examine or submit evidence in rebuttal or both.
 - iv. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the General Manager or a designee then by the employee. The General Manager may offer rebuttal evidence if desired.
 - v. Evidence of a type commonly relied upon by reasonably prudent ~~persons~~people in the conduct of their serious affairs shall be admissible. Irrelevant, immaterial or unduly repetitious evidence may be excluded. Affidavits and counter-affidavits are acceptable as evidence. If either party intends to rely on an affidavit, it shall provide the other party with such affidavit together with the name, address and telephone number of the affiant at least ten (10) days prior to the hearing or such affidavit shall be inadmissible.
- b. Conduct of Hearings. A hearing before the Board is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the Board. The hearing shall be conducted accordingly. The Board may impose limits on questioning in the interest of the orderly conduct of the hearing and fairness. The purpose of a Board hearing is to make a decision in a case given information that has been disclosed and/or shared prior to the hearing. Therefore, if new information is presented for consideration by either side in the hearing, the Board will/may refer the matter back to the General Manager for his/her further consideration and action.

- c. Counsel or Representative. If the Board has called an executive session to consider dismissal or disciplinary action, an employee may, but is not required to, have counsel or other representation.
- d. Board Findings. If, after receiving evidence presented in hearings on disciplinary actions, the Board finds that sufficient evidence supports the charges, the Board may take disciplinary action or proceed with dismissal. The decision of the Board shall include findings of fact and shall be final.

**PERSONNEL POLICIES AND PROCEDURES
CERTIFICATE OF RECEIPT**

I, _____, certify that I have received a copy of the Personnel Policies and Procedures Employee Handbook, [dated August 21, 2025](#), of the Tillamook County Transportation District. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies. I accept responsibility for understanding and complying with the District's policies. I understand that this handbook supersedes all prior handbooks, manuals, policies, summaries and understandings on these subjects, that it is not intended as a complete statement of my rights or responsibilities AND THAT IT IS NOT A CONTRACT OF EMPLOYMENT. I understand that my employment can be terminated with or without cause, at any time, at the option of either the District or myself, subject however only to such express restrictions as may appear in the District Policies, as each may be amended periodically. I understand that no one except the TCTD Board of Directors has the authority to enter into any agreement in writing that is contrary to the personnel policies and procedures of the District. I also understand that the District reserves the right to change, substitute, discontinue, interpret and apply, in its sole judgment, all District policies, procedures and benefits.

Employee Signature

Date



QUOTE

Quote Number: 072925R2
Quote Date: July 29, 2025
Quote Expiration: 30 Days from Quote Date
Return to: iriley@brasco.com

Quoted for:

Tillamook County
Mike Reed
503-842-3118
MReed@tillamookbus.com

PREPARED BY	PROJECT NAME	PAYMENT TERMS (WITH APPROVED CREDIT)	LEAD TIME
Ian Riley	Eclipses & SolStops	NET 30	± 24-26 Weeks from Approvals

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
2	EC-0508-F-0-AR-AC-TG-0-0-0	5' x 8' Eclipse Series Aluminum Structure Three-Sided; Full Rear and Side Walls with Open Front Powder Coat Painted Aluminum Finish - RAL TBD Arched Roof with Blade Rafters and Bronze, Clear, or White Acrylic Glazing 3/8" Bronze Tempered Safety Glass Wall Panels	\$14,775	\$29,550
4	BE-CO-4-PA-1-3-0	4' Contour Series Bench with Perforated Aluminum Seat and Three Seat Dividers Powder Coat Painted Finish - RAL TBD	\$750	\$3,000
4	Bike Rack	Hitch Bike Rack	\$675	2,700
4	SolStop	SolStop System with Push Button Activation, 20-Watt Solar Panel, 5-Watt LED Light, Battery, Solar Controller/Timer, 3" x 3" x 9' Aluminum Mounting Pole with Welded Base Plate, Two-Seat Perforated Aluminum Bench Powder Coat Painted Aluminum Finish - RAL TBD	\$2,750	\$11,000
			Subtotal	\$46,250
			Freight	Included
			Total	\$46,250

This is a quotation on the above products listed and is subject to the conditions noted below. Prices are subject to change after quote expiration date. Payment terms are subject to change per Brasco's Financial Credit Approval Process. Credit card payments are subject to a 5% processing fee. Brasco accepts Visa, Master Card, and American Express.

*Structural Engineering with Stamped Drawings and Structural Calculations are not included in this quotation and are an additional \$1,475, per shelter type, if required.

*Concrete Pad Design and Analysis, if needed, is an additional \$750.

Offloading shipments is the responsibility of the customer. Please note that a forklift with 8' forks is required unless otherwise noted in writing.

Shelters are not shipped fully assembled. Assembly and Installation Required. All anchoring hardware is included.

Lead time begins after all approvals including drawings, color selections, applicable deposits, etc.

Signature of Acceptance*

Date

Print Name

Title

*The above prices, specifications and conditions are satisfactory and are hereby accepted. Brasco International, Inc. is authorized to proceed with the supply of products as noted. Brasco International, Inc. is a vendor and not a contractor or subcontractor. Brasco International, Inc. is not subject to any payment retainage or liquidated damages. All Brasco standard terms and conditions of sale apply.

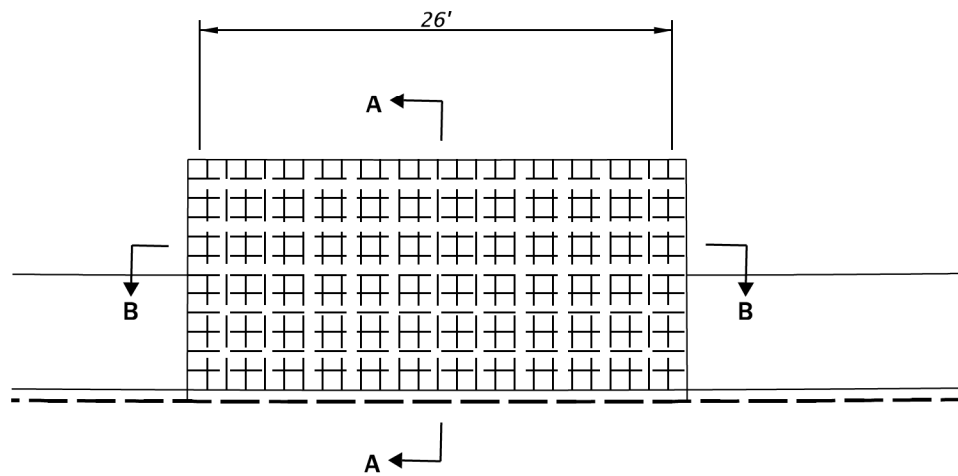
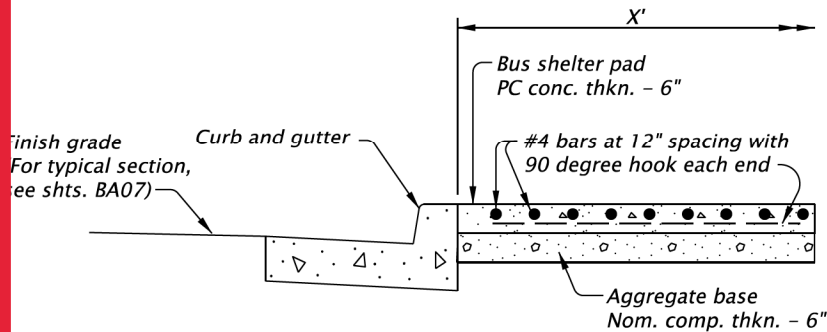
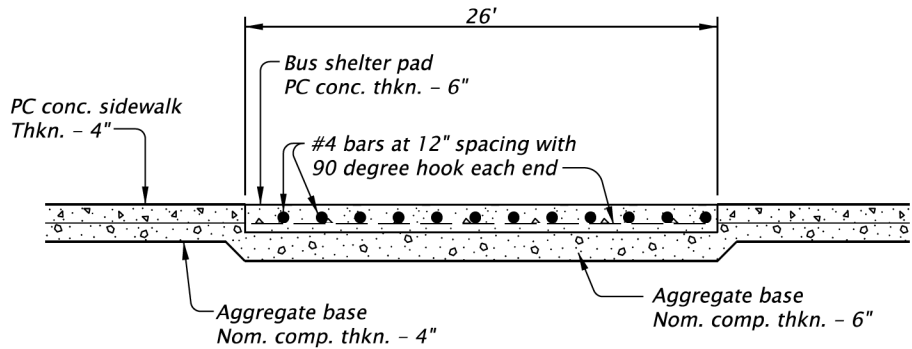
We Thank You For Your Consideration



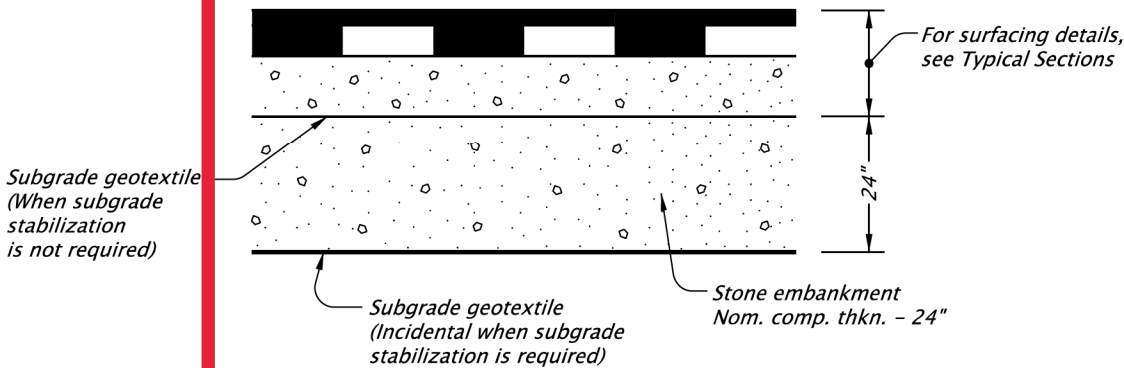
AMERICAN MADE. AMERICAN TRUSTED. SINCE 1993.

32400 INDUSTRIAL DRIVE, MADISON HEIGHTS, MI 48071

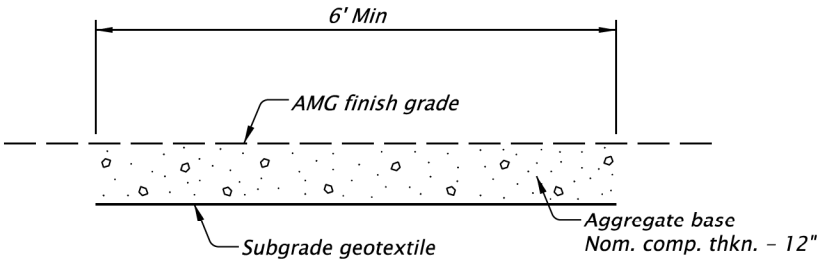




CONCRETE BUS SHELTER PAD

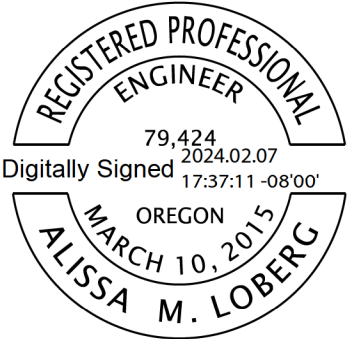


(Locate as directed)
SUBGRADE STABILIZATION



(As directed by the Engineer)
12" ASPHALT CONCRETE PAVEMENT REPAIR

STATION	TO	STATION	SIDE	X (ft.)
"L"501+15	To	"L"501+40.98	Lt.	12
"L"501+25.56	To	"L"501+72	Rt.	8
"L"516+34.75	To	"L"516+60.46	Lt.	12
"L"516+69.49	To	"L"516+95.78	Rt.	12
"L"521+92.97	To	"L"522+20.33	Lt.	12
"L"522+39.23	To	"L"522+72.94	Rt.	8



RENEWS: 12-31-2024

OREGON DEPARTMENT
OF TRANSPORTATION



US101: URBAN UPGRADE (GARIBALDI) SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

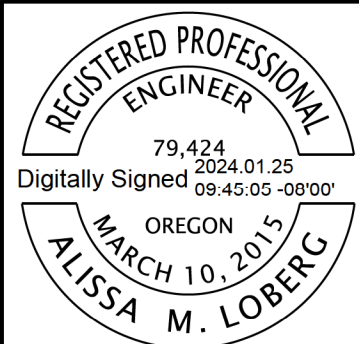
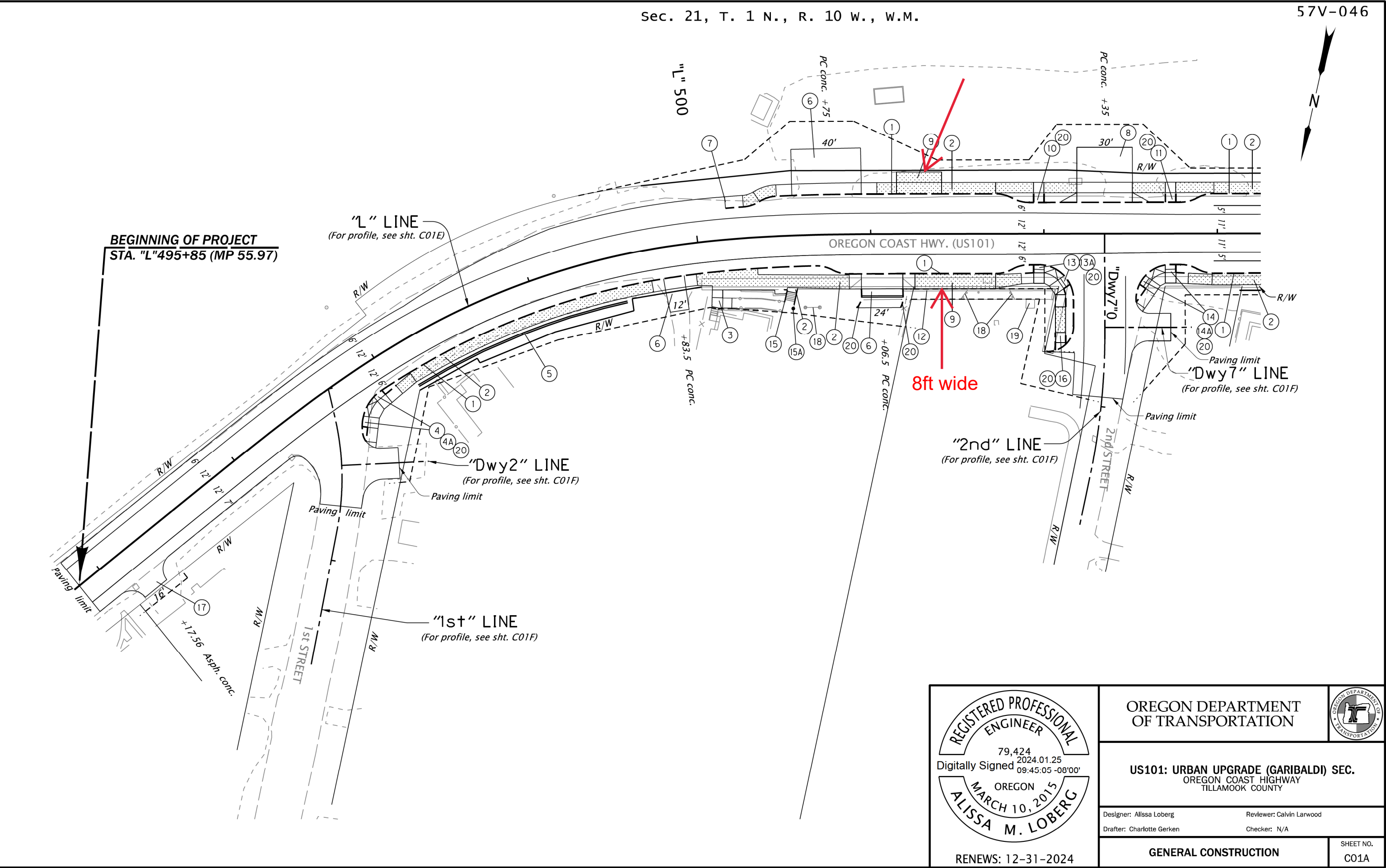
Designer: Alissa Loberg
Reviewer: Calvin Larwood
Drafter: Charlotte Gerken
Checker: N/A

DETAILS

SHEET NO.
BB04

Sec. 21, T. 1 N., R. 10 W., W.M.

57V-046



RENEWS: 12-31-2024

OREGON DEPARTMENT
OF TRANSPORTATION



US101: URBAN UPGRADE (GARIBALDI) SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

Designer: Alissa Loberg
Drafter: Charlotte Gerken

Reviewer: Calvin Larwood
Checker: N/A

GENERAL CONSTRUCTION

SHEET NO.
C01A

Digitally Signed

2024.03.12
18:19:34 -07'00'

STRUCTURAL DETAILS CHECKED

15521Contract Plans87/380

57V-046

CONSTRUCTION NOTES

1

Const. curb and gutter
(See dwg. no. RD700)

2

Const. PC conc. sidewalk
(See dwg. nos. RD720 & RD721)

3

Const. PC conc. sidewalk
(For details, see sht. BB05)

4

Const. curb ramp, combination – 2
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU

4A

Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SY
(For details, see sht. BC02)
(See dwg. nos. RD900, RD901, RD902, RD904
RD930 & RD936)

5

Structure no. Wall 24284
Sta. "L"498+15 to Sta. "L"499+53, Rt.
Const. retaining wall
Const. fence on wall
(For sht. nos., see sht. A02, Geotechnical)

6

Const. PC conc. dwy., option (G) – 3
Const. asph. conc. dwy. connection
(For details, see sht. BB03)
(See dwg. no. RD735)

7

Const. end of walk curb ramp
(For details, see sht. BC03)
(See dwg. no. RD952)

8

Const. PC conc. dwy., option (C)
Const. asph. conc. dwy. connection
(For details, see sht. BB03)
(See dwg. no. RD725)

9

Const. conc. bus shelter pad
(For details, see sht. BB04)

10

Const. curb ramp, perpendicular
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
(For details, see sht. BC07)
(See dwg. no. RD910)

11

Const. curb ramp, perpendicular
Inst. radial safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
(For details, see sht. BC06)

12

Remove block wall

13

Const. curb ramp, combination – 2
Inst. radial safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU

13A

Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SY
(For details, see sht. BC04)

14

Const. curb ramp, combination – 2
Inst. radial safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU

14A

Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SY
(For details, see sht. BC05)

15

Sta. "L"500+48 to Sta. "L"500+51
Remove extg. handrail
Inst. metal handrail, 2 tube – 9"

15A

Sta. "L"500+53 to Sta. "L"500+57
Remove extg. handrail
Inst. metal handrail, 2 tube – 13"
(For details, see sht. BB05)
(See dwg. no. RD770)

16

Const. curb ramp, perpendicular
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
(For details, see sht. BC04)
(See dwg. no. RD952)

17

Const. asph. appr.
(For details, see sht. BB03)

18

Preserve and protect sign – 3

19

Preserve and protect statue

20

Const. standard curb
(See dwg. no. RD700)

REGISTERED PROFESSIONAL
ENGINEER
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Digitally Signed
2024.03.12
13:52:54 -07'00'
OREGON
MARCH 10, 2015
ALISSA M. LOBERG

RENEWES: 12-31-2024

OREGON DEPARTMENT
OF TRANSPORTATION

US101: URBAN UPGRADE (GARIBALDI) SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

Designer: Alissa Loberg
Reviewer: Calvin Larwood
Drafter: Charlotte Gerken
Checker: N/A

GENERAL CONSTRUCTION NOTES

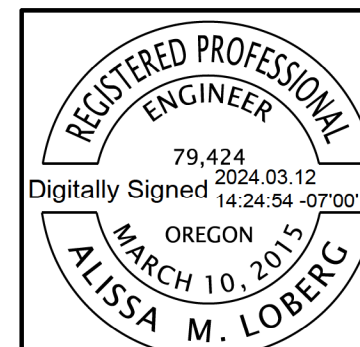
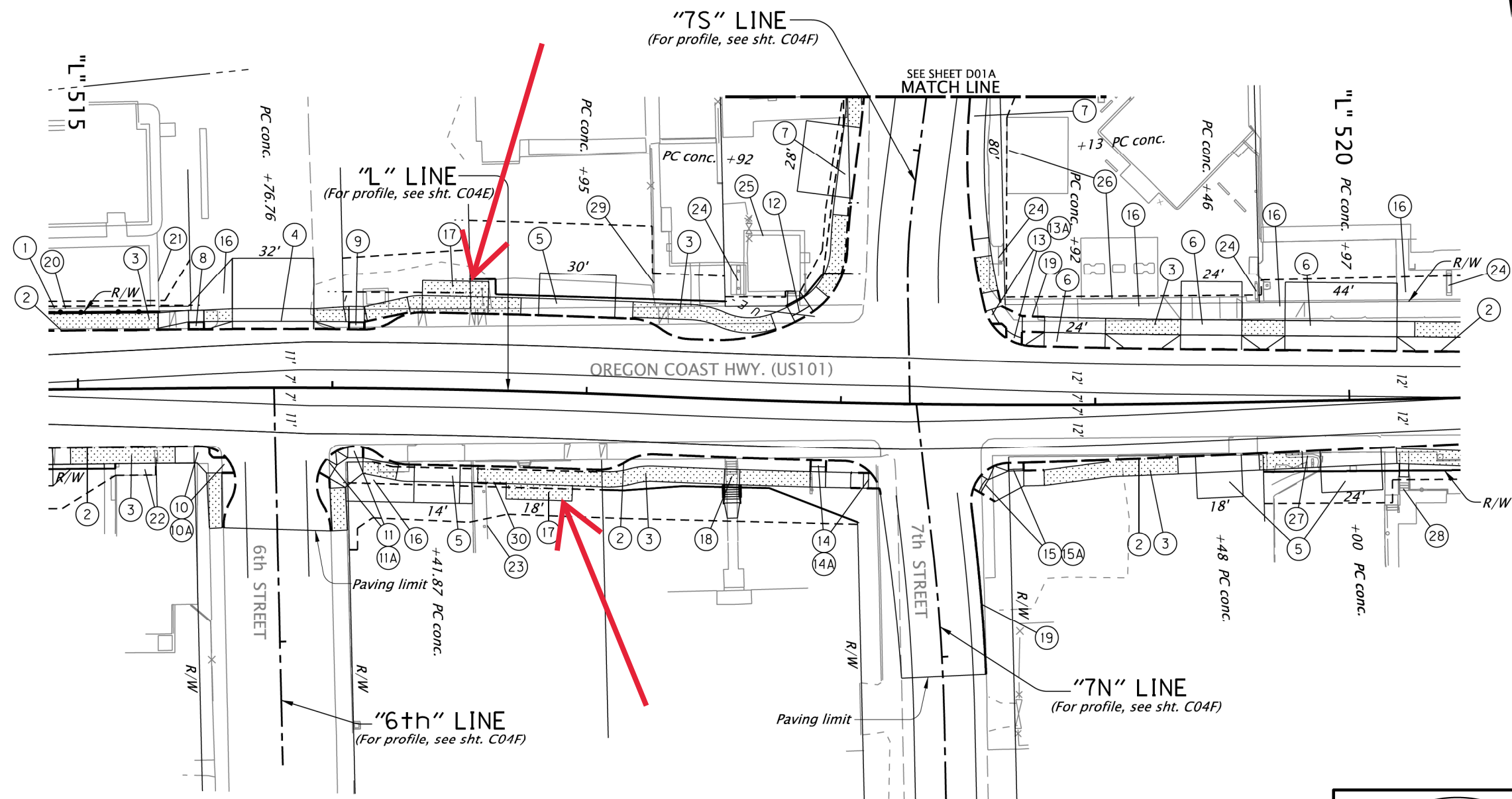
SHEET NO.
C01B

FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST

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Sec. 21, T. 1 N., R. 10 W., W.M.



RENEWS: 12-31-2024

OREGON DEPARTMENT
OF TRANSPORTATION



US101: URBAN UPGRADE (GARIBALDI) SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

Designer: Alissa Loberg
Drafter: Charlotte Gerken

Reviewer: Calvin Larwood
Checker: N/A

GENERAL CONSTRUCTION

SHEET NO.
C04A

CONSTRUCTION NOTES

- 1 See sht. C03, note 6
Const. conc. curb, Tall curb
(For sht. nos., see sht. A02, Geotechnical)

2 Const. curb and gutter

3 Const. PC conc. sidewalk

4 Const. PC conc. dwy., option (B)
Const. asph. conc. dwy. connection
(For details, see sht. BB03)
(See dwg. nos. RD725)

5 Const. PC conc. dwy., option (G) - 4
Const. asph. conc. dwy. connection
(For details, see sht. BB03)

6 Const. PC conc. dwy., option (C) - 3
Const. asph. conc. dwy. connection
(For details, see sht. BB03)

7 Const. PC conc. dwy., option (N) - 2
Const. asph. conc. dwy. connection
(For details, see sht. BB03)

8 Const. curb ramp, combination
Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SU
(For details, see sht. BC25)

9 Const. curb ramp, combination
Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SU
(For details, see sht. BC24)
- 10 Const. curb ramp, unique - 2
Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SU

10A Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 - SY
(For details, see sht. BC22)

11 Const. curb ramp, parallel unique- 2
Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SY

11A Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 - SU
(For details, see sht. BC23)

12 Const. curb ramp, parallel
Inst. safety yellow truncated domes
on new surface - 16.3 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SY
(For details, see sht. BC28)

13 Const. curb ramp, unique - 2
Inst. safety yellow truncated domes
on new surface - 13.6 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SU

13A Inst. safety yellow truncated domes
on new surface - 12.2 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SY
(For details, see sht. BC29)

14 Const. curb ramp, perpendicular - 2
Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SU

14A Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 - SY
(For details, see sht. BC26)
- 15 Const. curb ramp, parallel unique - 2
Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 - SY

15A Inst. safety yellow truncated domes
on new surface - 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 - SU
(For details, see sht. BC27)

16 Const. asph. slope paving
(For details, see sht. BB02)

17 Const. conc. bus shelter pad - 2
(For details, see sht. BB04)

18 Const. stairway
(See dwg. no RD120)

19 Const. standard curb

20 See sht. C03B, note 19
Preserve and protect awning

21 See sht. C03B, note 21
Preserve and protect concrete pad

22 See sht. C03B, note 27
Preserve and protect building and overhead sign

23 Preserve and protect billboard sign

24 Preserve and protect sign - 4

25 Preserve and protect building

26 Preserve and protect awning

27 Preserve and protect brick wall
- 28 Preserve and protect stairs

29 Preserve and protect RR tie wall

30 Const. curb (Mod.)

REGISTERED PROFESSIONAL
ENGINEER
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OREGON
MARCH 10, 2015
ALISSA M. LOBERG
RENEWES: 12-31-2024

OREGON DEPARTMENT OF TRANSPORTATION

US101: URBAN UPGRADE (GARIBALDI) SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

Designer: Alissa Loberg
Reviewer: Calvin Larwood
Drafter: Charlotte Gerken
Checker: N/A

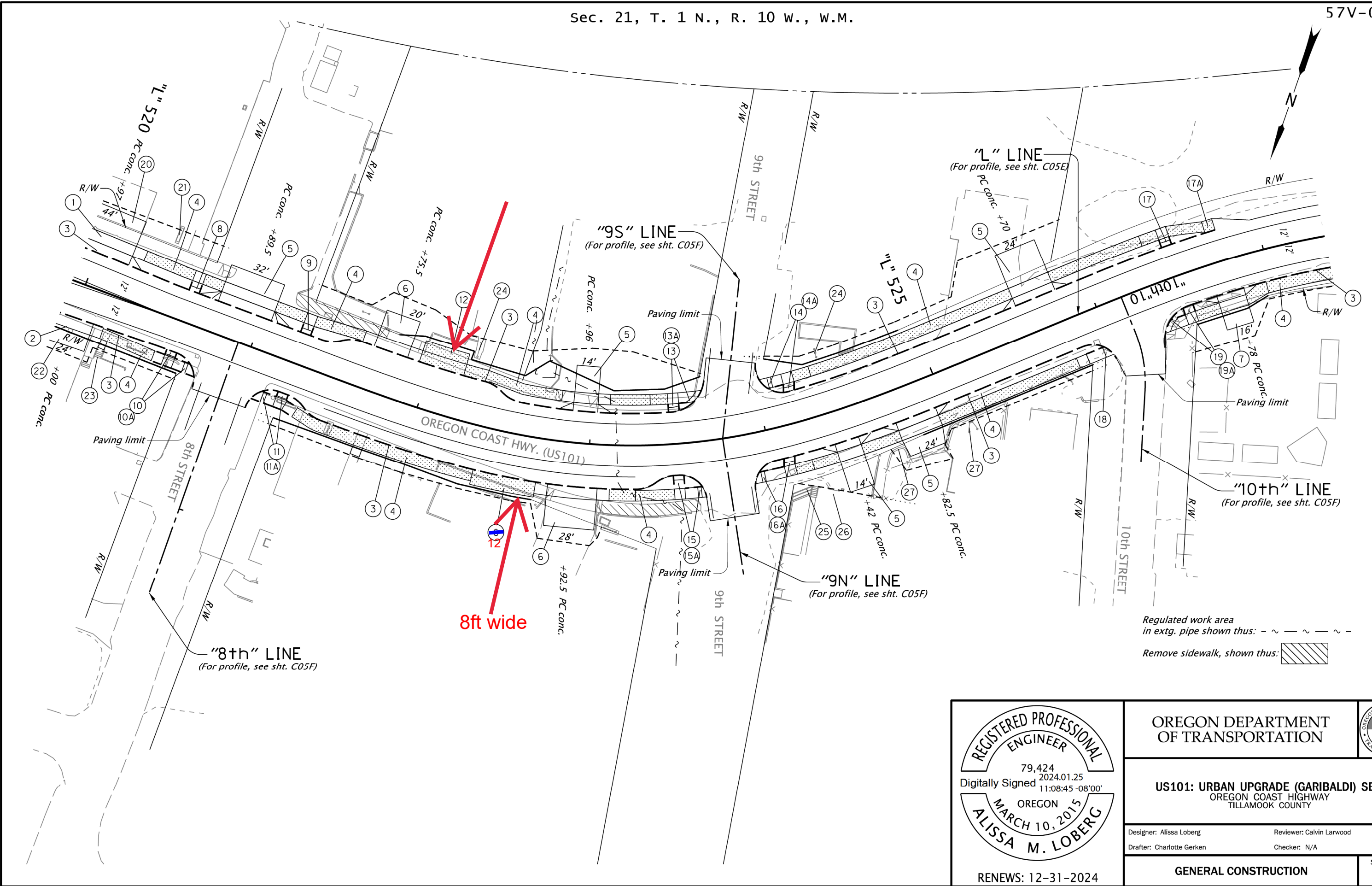
GENERAL CONSTRUCTION NOTES

SHEET NO.
C04B

FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST

Rotation: 132 Scale: 1"=100'

Sec. 21, T. 1 N., R. 10 W., W.M.



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OREGON
MARCH 10, 2015
ALISSA M. LOBERG

OREGON DEPARTMENT
OF TRANSPORTATION



US101: URBAN UPGRADE (GARIBALDI) SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

Designer: Alissa Loberg
Reviewer: Calvin Larwood
Drafter: Charlotte Gerken
Checker: N/A

GENERAL CONSTRUCTION

SHEET NO.
C05A

RENEWS: 12-31-2024

FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST

Rotation 133 Scale: 1"=50'

CONSTRUCTION NOTES

- 1

See sht. C04A, note 6
Const. PC conc. dwy.,
Const. asph. conc. dwy. connection

2

See sht. C04A, note 7
Const. PC conc. dwy.,
Const. asph. conc. dwy. connection

3

Const. curb and gutter

4

Const. PC conc. sidewalk

5

Const. PC conc. dwy., option (A) – 5
Const. asph. conc. dwy. connection
(For details, see sht. BB03)
(See dwg. no. RD725)

6

Const. PC conc. dwy., option (G) – 2
Const. asph. conc. dwy. connection
(For details, see sht. BB03)

7

Const. PC conc. dwy., option (E)
Const. asph. conc. dwy. connection
(For details, see sht. BB03)

8

Const. curb ramp, perpendicular
Inst. radial safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
(For details, see sht. BC37)

9

Const. curb ramp, perpendicular
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
(For details, see sht. BC36)

10

Const. curb ramp, combination – 2
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
10A Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SY
(For details, see sht. BC34)
- 11

Const. curb ramp, combination – 2
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SY
11A Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SU
(For details, see sht. BC35)

12

Const. conc. bus shelter pad
(For details, see sht. BB04)

13

Const. curb ramp, perpendicular
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SY
13A Inst. safety yellow truncated domes
on new surface – 17.1 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SU
(For details, see sht. BC40)

14

Const. curb ramp, perpendicular – 2
Inst. safety yellow truncated domes
on new surface – 12.3 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
14A Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SY
(For details, see sht. BC41)

15

Const. curb ramp, perpendicular – 2
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
15A Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SY
(For details, see sht. BC38)
- 16

Const. curb ramp, perpendicular – 2
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SY
16A Inst. safety yellow truncated domes
on new surface – 12.3 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SU
(For details, see sht. BC39)

17

Const. curb ramp, perpendicular
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
17A Const. curb ramp, end of walk
PCC surfacing
Ramp 1
(For details, see sht. BC44)

18

Const. curb ramp, combination
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SU
(For details, see sht. BC42)

19

Const. curb ramp, combination – 2
Inst. safety yellow truncated domes
on new surface – 12 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 1 – SY
19A Inst. safety yellow truncated domes
on new surface – 17.7 sq.ft.
Wet set or wet set repl. on PCC surfacing
Ramp 2 – SU
(For details, see sht. BC43)

20

See sht. C04B, note 6
Const. PC conc. dwy.
Const. asph. conc. dwy. connection

21

See sht. C04B, note 24
Preserve and protect sign
- 22

See sht. C04B, note 7
Const. PC conc. dwy.
Const. asph. conc. dwy. connection

23

See sht. C04B, note 28
Preserve and protect stairs

24

Preserve and protect sign – 2

25

Preserve and protect wall

26

Preserve and protect building

27

Preserve and protect brick wall – 2

REGISTERED PROFESSIONAL
ENGINEER
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Digitally Signed 2024.01.25
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OREGON
MARCH 10, 2015
ALISSA M. LOBERG

RENEW: 12-31-2024

OREGON DEPARTMENT
OF TRANSPORTATION

US101: URBAN UPGRADE (GARIBALDI) SEC.
OREGON COAST HIGHWAY
TILLAMOOK COUNTY

Designer: Alissa Loberg
Reviewer: Calvin Larwood
Drafter: Charlotte Gerken
Checker: N/A

GENERAL CONSTRUCTION NOTES

OREGON DEPARTMENT
OF TRANSPORTATION

SHEET NO.
C05B

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FINAL ELECTRONIC DOCUMENT
AVAILABLE UPON REQUEST

134

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

**Authorizing Signing Authority for the)
District's Umpqua Bank and LGIP)
Investment Accounts)**

RESOLUTION NO. 25-27

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

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

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

1. That Jonathan Bean, Nan Devlin, Gary Hanenkrat, Marni Johnston, David McCall, Vernon Ressler and Eric Sappington are Directors, authorized to sign on behalf of the District for the LGIP and Umpqua Bank accounts.
2. That Brian Vitulli is the General Manager, authorized to sign on behalf of the District for the LGIP and Umpqua Bank accounts.
3. Any designated depository ("Bank") of the District is authorized and directed to honor and pay any checks, drafts, or other orders for the payment of money withdrawing funds from any account of the District when bearing or purporting to bear the facsimile signatures of the persons listed in Sections One and Two of this resolution whether such facsimile signatures be made by stamp, machine, or other mechanical device.
4. This resolution shall become effective immediately upon its passage and shall remain in force until revoked by written notice to the affected bank of the action taken by the Board of Directors of the District. This resolution supersedes previous motions and resolutions made before August 19, 2025 regarding authorized signers for District investment and bank accounts.

INTRODUCED AND ADOPTED this 20th day of August 2025.

ATTEST:

By: _____
Jonathan Bean, Board Chair

By: _____
Brian Vitulli, General Manager

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

**Authorizing the General Manager)
to Execute ODOT STIF Discretionary)
Grant Agreement No. 35915)**

RESOLUTION NO. 25-28

WHEREAS, the Tillamook County Transportation District (“District”) has received a grant from the Oregon Department of Transportation (“ODOT”) STIF Discretionary fund to support projects that enhance the Statewide Transit Network Program, which grant is memorialized in ODOT Grant Agreement No. 35915; and

WHEREAS, ODOT allocated funding to the District to purchase and install up to six bus passenger shelters and accompanying amenities to support the transportation needs of the general public and seniors and individuals with disabilities; and

WHEREAS, the District Board of Directors wishes to authorize the General Manager to execute ODOT Grant Agreement No. 35915 in the amount of \$71,997 on behalf of the District to aid in the installation of up to six bus passenger facilities and accompanying amenities.

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. 35915 in the amount of \$71,997 on behalf of the Tillamook County Transportation District, to purchase and install up to six bus passenger shelters and accompanying amenities between July 1, 2025 and June 30, 2029.

INTRODUCED AND ADOPTED this 20th day of August 2025.

ATTEST:

By: _____
Jonathan Bean, 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 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

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

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$71,997.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.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, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

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

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

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

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

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

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

8. Records Maintenance and Access; Audit.

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

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

9. Recipient Subagreements and Procurements

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

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

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

d. **STIF Procurements**

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

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

- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

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

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

11. General Provisions

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

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

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

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

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

- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules

and regulations.

- i. **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.
- j. **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.
- k. **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.
- l. **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.
- m. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Tillamook County Transportation District,
by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

Arla Miller
355 Capitol Street NE
Salem, OR 97301
1 (503) 949-5415
Arla.MILLER@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 _____ 08/07/2025

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$250,000)

N/A

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

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: STIF Disc. Tillamook County Transportation District 35915 <i>Capital</i>				
<i>Project ready to execute or has been executed. Funds available for reimbursement.</i>				
	Total	Grant Amount	Local Match	Match Type(s)
P-25-0978-01 Item #1: Passenger Shelters				
	\$74,995.00	\$59,996.00	\$14,999.00	Local
P-25-0978-01 Item #2: Passenger Shelters				
	\$15,001.00	\$12,001.00	\$3,000.00	Local
Sub Total	\$89,996.00	\$71,997.00	\$17,999.00	
Grand Total	\$89,996.00	\$71,997.00	\$17,999.00	

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

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

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

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program

is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

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

2. PROJECT DESCRIPTION

This Agreement provides funding for the following activities (collectively, the "Project"): Recipient's project involves the purchase and installation of up to six bus shelters along U.S. Route 101 in the City of Garibaldi, Oregon. Upon completion of the Oregon Department of Transportation's project to upgrade U.S. 101 through downtown Garibaldi, Oregon; the award of STIF Discretionary funding allows the Tillamook County Transportation District to purchase and install bus shelters upon the concrete shelter pads constructed as part of the ODOT project.

Project to Install shelters at the following locations:

- I. Northbound at nearside of 2nd Street.*
- II. Northbound at far side of 6th Street.*
- III. Middle of the block between 8th and 9th Streets.*
- IV. Southbound Middle of the block between 9th and 8th Streets.*
- V. Southbound nearside of 6th Street.*
- VI. Southbound Far side of 2nd Street.*

For Facility Development and Real Property Agreements

Eligible expenses are: associated services, permits, permissions, and equipment, infrastructure needed to put the passenger shelter(s), route sign(s), benches, trash receptacles, and infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, and preparation services and permits, clearly needed to proceed with the project, are eligible reimbursable expenses.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient will submit a description and list for sign and/or shelter locations, including address location stationing, ground disturbance, trenching and phasing of project. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to purchase of any equipment used in the fulfillment of the project in order to receive payment. An on-site inspection or photo documentation of installations is required prior to final payment.

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

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

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

If a grant agreement extension for time is required, a request must be received by State at least

60 days prior to the expiration date. An extension for time may not be granted if the project has not begun at least one year prior to expiration.

Milestones

Phases:

Dates for each task:

- Start Date July 7, 2025*
- RFP/IFB Issue Date July 28, 2025*
- Contract Award Date August 15, 2025*
- Initial Delivery Date September 29, 2025*
- Final Delivery Date November 28, 2025*
- Contract Completion Date December 31, 2025*

STIF DISCRETIONARY AGREEMENTS- Real Property or Renovations

Recipient will submit a site plan and a narrative describing the proposed project.

Recipient will submit certification attesting that all applicable federal, state, and local environmental and regulatory permitting requirements have been met. The certification shall include a list of applicable environmental documentation and permits, permitting or regulatory authority, and date of acceptance or approval. This list includes but is not limited to land use and building permits, inspections, and occupancy permits, as applicable. Either an on-site visual walk-through by State staff or photos of installations must be provided prior to final payment.

Recipient will use a professional project manager as part of the project if current staff does not have experience in this area. Project management costs are eligible for reimbursement under this Agreement.

Recipient agrees to complete or update and maintain a facilities maintenance plan compliant with Federal Transit Administration Transit Asset Management rules 49 CFR part 625. Facilities maintenance plan shall include, but not be limited to, a listing of all major components of the facility and the associated maintenance schedules for those components. Recipient shall supply State with the facility maintenance plan upon request.

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

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, Special Transportation 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 match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project. 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 will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Generally accepted accounting principles and Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses.

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

5. REPORTING AND INVOICING REQUIREMENTS

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited

to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

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

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

Recipient will provide reporting information as prescribed by State on structure(s) constructed and any purchased items to place the facility into service under this Agreement as long as they remain in use for public transportation service. All transit facilities constructed subject to this Agreement shall be included in Recipient's Transit Asset Management reporting to State. Procurement and construction files must be retained by Recipient for as long as the structure(s) remain in use, plus three years after disposal.

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 submit a cover letter or summary of the total expenses for work performed with each reimbursement request. Site visits or photographs of construction progress are required in order to receive final reimbursement for project deliverables.

Vendor invoices must be attached and contain the following information

- 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.*

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$71,997.00
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Administered By Public Transportation Division 355 Capitol Street NE Salem, OR 97301
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EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

limits of insurance.

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

1. GENERAL.

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

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and

to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

WORKERS COMPENSATION.

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

COMMERCIAL GENERAL LIABILITY.

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

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

WAIVER OF SUBROGATION.

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

CONTINUOUS CLAIMS MADE COVERAGE:

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

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

3. NOTICE OF CANCELLATION OR CHANGE.

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

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

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

5. STATE ACCEPTANCE.

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

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

**Authorizing the General Manager to)
Enter Into a Professional Services)
Agreement with Jacobs Engineering)
Group, Inc. for the NW Connector Bus)
Stop Access Project)**

RESOLUTION NO. 25-29

WHEREAS, the Tillamook County Transportation District (the District) is in need of planning, engineering, and design services related to the NW Connector Bus Stop Access Project; and

WHEREAS, the entire Project includes planning, surveying, design, permitting, bidding, and construction of three bus stop facilities and amenities, to include passenger waiting platforms, shelter pads, and signage and other associated improvements; and

WHEREAS, the District's procurement policies and procedures allows for the solicitation of a limited number of statements of qualifications (SOQs) from qualified consulting firms for consideration of an award to design and administer the construction of three bus stop facilities; and

WHEREAS, Jacobs Engineering Group, Inc. is a qualified multi-disciplinary planning, design, architectural, engineering, and consulting firm and desires to contract with TCTD for the work described above.

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

that the General Manager is hereby authorized to enter into a Professional Services Agreement with Jacobs Engineering Group, Inc. for planning, engineering, and design services for the NW Connector Bus Stop Access Project in an amount not to exceed \$215,358.28.

INTRODUCED AND ADOPTED this 20th day of August 2025.

ATTEST:

By: _____
Jonathan Bean, Board Chair

By: _____
Brian Vitulli, General Manager

PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into by and between the **Tillamook County Transportation District** (the “District” or “TCTD”), an Oregon transportation district, and Jacobs Engineering Group, Inc., an Oregon multi-disciplinary consulting firm (“Consultant”).

RECITALS

A. The District is in need of personal services for design and construction administration services for design and construction of three bus stops. The bus stops are located in Hebo, Pacific City and Waldport. Consultant represents that it is qualified and prepared to provide such services.

B. The purpose of this Agreement is to establish the services to be provided by Consultant and the compensation and terms for such services.

AGREEMENT

1. Engagement. The District hereby engages Consultant to provide services (“Services”) related to design and construction administration of three bus stops, and Consultant accepts such engagement. The principal contact for Consultant shall be Christoph Zurcher, phone: Tel. 503.736.4202 , Mob. 719.351.2385 .

2. Scope of Work. The duties and responsibilities of Consultant, including a schedule of performance, shall be as described in **Exhibit A** attached hereto and incorporated herein by reference.

3. Term. Subject to the termination provisions of Section 10 of this Agreement, this Agreement shall commence once executed by both parties and shall terminate on completion of all required work.

4. Compensation. The terms of compensation for the initial term shall be as provided in **Exhibit A**. The Lump Sum for the Scope of Work is \$ 215,358.28 .

5. Payment.

5.1 The District agrees to pay Consultant for and in consideration of the faithful performance of the Services, and Consultant agrees to accept from the District as and for compensation for the faithful performance of the Services, the fees outlined in **Exhibit A**, except that any additional/supplemental services shall be billed hourly at the rates identified in Exhibit A. Reimbursable expenses shall be billed as set forth in **Exhibit A**.

5.2 Consultant shall make and keep reasonable records of work performed pursuant to this Agreement and shall provide detailed monthly billings to the District.

Following approval by the District Manager, billings shall be paid in full within thirty (30) days of receipt thereof. The District shall notify Consultant of any disputed amount within fifteen (15) days from receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Disputed amounts may be withheld without penalty or interest pending resolution of the dispute.

5.3 The District may suspend or withhold payments if Consultant fails to comply with any requirement of this Agreement.

5.4 Consultant is engaged by the District as an independent contractor in accordance with the standards prescribed in ORS 670.600. Consultant shall not be entitled to any benefits that are provided by the District to District employees.

5.5 Any provision of this Agreement that is held by a court to create an obligation that violates the debt limitation provision of Article XI, Section 9 of the Oregon Constitution shall be void. The District's obligation to make payments under this Agreement is conditioned upon appropriation of funds. Funds for this Agreement include STIF grant funds and federal funds from FTA.

6. Document Ownership. Consultant shall retain all common law, statutory and other reserved rights, including copyrights, in all work products, including, but not limited to, documents, drawings, papers, computer programs and photographs, performed or produced by Consultant for the benefit of the District under this Agreement, except that all copies of such plans, designs, calculations and other documents and renditions provided to District shall become the property of District who may use them without Consultant's further permission for any lawful purpose related to the project. Upon execution of this agreement, Consultant grants to District an irrevocable, nonexclusive license to use Consultant's work products created through its services for the project. Consultant shall require the same license from its subconsultants. The license granted under this section permits District to authorize its contractors, subcontractors of any tier, consultants, subconsultants of any tier, and material or equipment suppliers, to reproduce applicable portions of the work products in performing services for the project. Any unauthorized use of Consultant's work product for purposes unrelated to the project shall be at District's sole risk and without liability to Consultant.

7. Notices. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

DISTRICT: Tillamook County Transportation District
Attn: Brian Vitulli
3600 Third St, Suite A
Tillamook, OR 97141

CONSULTANT: Jacobs Engineering Group, Inc.
Attn: Christoph Zurcher

_____, OR _____

When so addressed, such notices, bills and payments shall be deemed given three (3) days after deposit in the United States mail, postage-prepaid.

To expedite receipt, an electronic copy may be sent to District at bvitulli@tillamookbus.com and to Consultant at christoph.zurcher@jacobs.com.

The parties may agree in writing to forego mail delivery by agreeing that originals shall be deemed provided by sending only using email.

8. Standard of Care. Consultant shall comply with the applicable professional standard of care in the performance of the Services. Consultant shall prepare materials and deliverables in accordance with generally accepted standards of professional practice for the intended use of the project.

9. Insurance. At all times during the term of this Agreement, Consultant shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in **Exhibit B** attached hereto and **Amendment 1** incorporated herein by reference.

9.1 All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the District. Consultant agrees that it will not cancel or reduce said insurance coverage without the written permission of District.

9.2 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, the District may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the District may take out the necessary insurance and pay, at Consultant's expense, the premium thereon. If the District procures such insurance, the District may charge the cost against any moneys due Consultant hereunder or for any other contract.

9.3 At all times during the term of this Agreement, Consultant shall maintain on file with the District a Certificate of Insurance or a copy of actual policies acceptable to the District showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the District, its board members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).

9.4 The insurance provided by Consultant shall be primary to any coverage available to the District. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Consultant shall be responsible for any deductible amounts outlined in such policies.

10. Termination.

10.1 Termination for Cause. District may terminate this Agreement effective upon delivery of written notice to Consultant under any of the following conditions:

10.1.1 If District funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of service. This Agreement may be modified to accommodate a reduction in funding.

10.1.2 If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.

10.1.3 If any license or certificate required by law or regulation to be held by Consultant, its subconsultants, subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.

10.1.4 If Consultant becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Consultant, if a receiver or trustee is appointed for Consultant, or if there is an assignment for the benefit of creditors of Consultant.

10.1.5 If Consultant is in breach of this Agreement, and such breach is not remedied as contemplated by Section 10.2 of the Agreement.

10.2 Breach of Agreement

10.2.1 Consultant shall remedy any breach of this Agreement within the shortest reasonable time after Consultant first has actual notice of the breach or District notifies Consultant of the breach, whichever is earlier. If Consultant fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the District, District may terminate that part of the Agreement affected by the breach upon written notice to Consultant, may obtain substitute services in a reasonable manner, and may recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

10.2.2 If the breach is material and Consultant fails to remedy the breach within three (3) working days of receipt of written notice from the District, District may declare Consultant in default, terminate this Agreement and pursue any remedy available for a default.

10.2.3 Pending a decision to terminate all or part of this Agreement, District unilaterally may order Consultant to suspend all or part of the services under this Agreement. If District terminates all or part of the Agreement pursuant to this Section 10.2, Consultant shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after District ordered suspension of those services. If District suspends certain services under this Agreement and later orders Consultant to resume those services after determining Consultant was not at fault, Consultant shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.

10.2.4 In the event of termination of this Agreement due to the fault of the Consultant, District may immediately cease payment to Consultant, and when the breach is remedied, District may recover from Consultant the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the District by the breach, and withhold such amounts from amounts owed by District to Consultant. If the amount due Consultant is insufficient to cover District's damages due to the breach, Consultant shall tender the balance to District upon demand.

10.3 Termination for Convenience. District may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Consultant. Upon termination under this paragraph, Consultant shall be entitled to compensation for all services properly rendered prior to the termination, including Consultant's and subconsultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Consultant be entitled to overhead or profit on work not performed. Any termination found to be improper shall be converted into a termination for convenience and Consultant's remedy shall be limited as if it was a termination for convenience from inception.

11. No Third-Party Rights. Except as expressly identified herein, this Agreement shall not create any rights in or inure to the benefit of any parties other than the District and Consultant.

12. Modification. Any modification of the provisions of this Agreement shall be set forth in writing and signed by the parties.

13. Waiver. A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach. All waivers shall be done in writing.

14. Indemnification.

14.1 Liability of Consultant for Claims Other Than Professional Liability. For claims for other than professional liability, Consultant shall defend, save and hold harmless District, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Consultant, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the District in which the District's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services provided by Consultant.

14.2 Liability of Consultant for Claims for Professional Liability. For claims for professional liability, Consultant shall save, and hold harmless District, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Consultant, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the District in which the District's alleged liability results

directly from the quality of the professional services provided by Consultant, regardless of the type of claim made against the District.

14.3 Consultant and the officers, employees, agents, subconsultants and subcontractors of Consultant are not agents of the District, as those terms are used in ORS 30.265.

15. Governing Laws. This Agreement shall be governed by the laws of the State of Oregon.

16. Compliance with Law.

16.1 Consultant shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.

16.2 Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the services provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

16.3 Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or subcontractor incurred in the performance of the Agreement.

16.4 Consultant shall not permit any lien or claim to be filed or prosecuted against the District or its property on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien or claim so filed or prosecuted.

16.5 Consultant and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617.

16.6 If Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a subconsultant or subcontractor by any person in connection with the Agreement as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Consultant from his/her or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

16.7 If the Consultant fails, neglects or refuses to pay a person that provides labor or materials in connection with the Agreement within 30 days after receiving payment from the District, the Consultant owes the person the amount due plus interest charges that

begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

16.8 Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

16.9 No person may be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:

16.9.1 Either:

16.9.1.1 For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

16.9.1.2 For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

16.9.2 For all work performed on Saturday and on any legal holiday specified in ORS 279C.540;

16.9.3 Consultant shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq.).

16.10 The Consultant must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

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

16.12 All sums due the State Unemployment Compensation Fund from the Consultant or any subcontractor in connection with the performance of the Agreement shall be promptly so paid.

16.13 Consultant certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.

16.14 Consultant certifies that it has not and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055. Without limiting the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) ORS 659.425, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

16.15 The Consultant represents and warrants that Consultant (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

16.16 If Consultant is a foreign contractor as defined in ORS 279A.120, Consultant shall comply with that section and the District must satisfy itself that the requirements of ORS 279A.120 have been complied with by Consultant before District issues final payment under this agreement.

16.17 If this Contract exceeds \$50,000, is not otherwise exempt, and includes work subject to prevailing wage, Consultant shall comply with ORS 279C.838, ORS 279C.840, and federal law.

16.18 Consultant shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of District in connection with this Agreement in violation of ORS chapter 244.

16.19 Consultant shall ensure that any lawn and landscape maintenance, if applicable, shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

16.20 Consultant is a “subject employer,” as defined in ORS 656.005, and shall comply with ORS 656.017.

16.21 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

16.22 Consultant, if the work area is subject to a local business license, certifies that it currently has a local business license or will obtain one prior to delivering services under this Agreement.

16.23 Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

17. Confidentiality. Consultant shall maintain the confidentiality, both external and internal, of that confidential information to which it is exposed by reason of this Agreement. Consultant warrants that its employees assigned to this Agreement shall maintain necessary confidentiality.

18. Publicity. Consultant shall not use any data, pictures, or other representations of the District in its external advertising, marketing programs, or other promotional efforts except with prior specific written authorization from the District.

19. Succession. This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators and assigns.

20. Assignment. This Agreement shall not be assigned by Consultant without the express written consent of the District. Consultant shall not assign Consultant's interest in this Agreement or enter into subcontracts for any part of the Services without the prior written consent of the District.

21. Mediation/Dispute Resolution

21.1 Should any dispute arise between the parties to this Agreement it is agreed that such dispute will be submitted to a mediator prior to any arbitration or litigation, and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and, only in the event said mediation efforts fail, through litigation or binding arbitration. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted where the project is located, unless both parties agree in writing otherwise. If arbitration is selected by the parties, the parties shall exercise good faith efforts to select an arbitrator who shall be compensated equally by both parties. Venue for any arbitration shall be the location of the project. Venue for any litigation shall be the Circuit Court for Tillamook County.

22. Attorney Fees. If legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees, expert fees and costs incurred therein at arbitration, trial and on appeal.

23. Records, Inspection and Audit by the District.

23.1 Consultant shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three years after District makes final payment on this Agreement and all other pending matters are closed.

23.2 Services provided by Consultant and Consultant's performance data,

financial records, and other similar documents and records of Consultant that pertain, or may pertain, to the Services under this Agreement shall be open for inspection by the District or its agents at any reasonable time during business hours. Upon request, copies of records or documents shall be provided to the District free of charge.

23.3 The District shall have the right to inspect and audit Consultant's financial records pertaining to the Services under this Agreement at any time during the term of this Agreement or within three (3) years after District makes final payment on this Agreement and all other pending matters are closed.

23.4 This Section 23 is not intended to limit the right of the District to make inspections or audits as provided by law or administrative rule.

24. Force Majeure. Neither District nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such causes; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

25. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the Services described herein.

26. Severance. If any provision of this Agreement is held to be invalid, it will not affect the validity of any other provision. This Agreement will be construed as if the invalid provision had never been included.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed by its duly authorized undersigned agent, and Consultant has executed this Agreement on the date written below.

DISTRICT:

**TILLAMOOK COUNTY
TRANSPORTATION DISTRICT**

Board Meeting Date: August 20, 2025

Signature: _____

Print: Brian Vitulli

Title: General Manager

Date: August 21, 2025

CONSULTANT:

Jacobs Engineering Group, Inc.

Signature: _____

Print: Shelley D. Richards

Title: Vice President

Date: August 21, 2025

EXHIBIT A

SCOPE OF WORK/SCHEDULE/COMPENSATION

TCTD 3 Bus Stops Scope:

The purpose of this task list is for Contractor to help Tillamook County Transit District (TCTD) develop a construction package for three new bus stop facilities at the locations indicated in this RFQ. This scope of work includes the project management, site investigation and designs necessary to develop three individual construction packages, on one combined package, which TCTD can put out to bid. TCTD and the selected Offeror will develop a final scope after selection.

Assumptions:

- Project Notice to Proceed (NTP) anticipated beginning of September 2025
- Project construction completion date of approximately August 2026
- TCTD will lead development of construction bid boilerplate/procurement documentation
- NEPA process will be completed by consultant (two stops may already have categorical exemptions that may need updates)
- TCTD will not be seeking additional right-of-way for the Pacific City and Waldport bus stops, however the Hebo stop will most likely require property acquisition.
- This project will implement ODOT design standards, and drafting standards.
- ODOT technical specifications and estimate template will be used

Exclusions:

- Public Involvement
- ROW acquisition tasks, including but not limited to field surveying plat preparation, ROW and Easement description preparation.
- Bid-phase support services

The agreed scope of the professional services is as follows:

Task 1. Project Management

1.1. Project Management

Jacobs shall manage and coordinate the tasks included in this SOW by completing the following tasks:

- Jacobs shall provide Quality Control ("QC") such that deliverables submitted have been peer-reviewed prior to submittal.
- Jacobs shall prepare monthly progress reports and progress billings and shall submit progress reports via e-mail.
- Jacobs project manager (PM) shall monitor the Project schedule, budget, expenditures, and maintain a change log.
- Jacobs PM shall be the primary point of contact.
- Jacobs shall host and maintain a SharePoint Project file sharing site and provide access to NWOTA staff to share meeting agendas and summary notes, correspondence and deliverables.

1.2. Project Design Meetings & Design Coordination

Jacobs shall lead up to three (3), one (1) hour design progress meetings with TCTD at the 30%, 100%, and Final Design milestones, one meeting for each. These meetings will last up to one (1) hour in duration with the participation of up to three (3) Jacobs team members (based on the relevant issues and expertise). During these meetings, outstanding design issues and decisions will be discussed and resolved per the direction of TCTD.

Jacobs shall participate in up to three (3) additional one (1) hour meetings with the various local/state municipalities in support of the permitting processes and design reviews. Each meeting will have up to two (2) Jacobs team members. These Municipalities include but are not limited to:

- Tillamook County
 - City of Pacific City
 - City of Hebo
- City of Waldport
 - Lincoln County
- ODOT Region 2 – District 1

These meetings will focus on developing a list of required permits, design review processes, and deliverables necessary to bid, and construct each bus stop within the various rights-of-way. Completing any deliverables and permits listed through this process will be completed under Task 6: Non-Scoped Project Deliverables, and Task 7: Permitting and bid support.

1.3. Project Schedule

Jacobs will develop and maintain the project schedule through the duration of the project.

Proposed Project Schedule Milestones (Full Schedule included as attachment):

- 30% complete October 31, 2025
- 60% complete December 24th, 2025
- 100% complete by March 6, 2026
- IFC complete by April 17th, 2026
- Bid period mid-April through mid-May 2026
- Construction May 2026 – August 2026

Assumptions:

- TCTD will provide general timelines for bidding and construction of similar past projects to aid in the schedule development.

Deliverables:

- Project schedule including major milestones and deliverable dates
- Meeting agendas & relevant questions to TCTD in advance of project design meetings
- Monthly Invoices with Progress Reports
- Change Log (if any changes occur)

Task 2. Field Investigations, Site Visits, and Utility Coordination

2.1. Surveying Verification & Site Visit

Based on design requirements and infrastructure site conditions, and as directed by TCTD, Consultant will conduct land surveying services and provide supplemental topographic and boundary base mapping for the project area. Mapping will be prepared using a project horizontal control system referenced to OCRS coordinate system. Oregon Coordinate Reference System, Oregon Coast Zone, NAD83(2011). Control points will be set or identified and tied to the project horizontal and vertical datum for future use as dimensional control reference during construction.

The general utility notification center will be called to request utility location services at least 14 days prior to commencing work. This work will be coordinated with sub-task 2.3 Geotechnical Investigation & Reports to streamline the data collection and expedite the design process.

The base mapping will include but is not limited to the following items:

- Any Right-of-way and easement lines
- Site planimetric features such as, drainage and utility structures, walkways, roadways, all pavement markings, signage, building faces, and other man-made structures within the project area
- Storm pipe sizes and invert elevations
- Non-standard features such as vaults and sign messages.
- Existing utilities within the project area, tied through field surveys, 811 utility markings and utility research.
- One-foot contour intervals of the subject area
- Survey Benchmarks or any established control points

Jacobs assumes no more than eight (8) hours per person in the field collecting base map updates will be required per transit stop. Totalling in 24 hours per person of supplemental field work with two(2)-person crew. The 24 hours per person of time does not include the time to travel to each stop, coordinating One Call, and updating survey base drawing(s).

2.2. Utility Coordination

Consultant will support TCTD in coordinating with public and private utilities to determine potential utility conflict areas and identify relocation needs and notification letters. It is anticipated that the following utilities may fall within the project footprint, impacts and relocations to be determined:

Tillamook County Transportation District (Pacific City & Hebo Stops):

- Pacific City – Water, Sewer, Stormwater
- Tillamook County – Water, Sewer, Stormwater
- Pacific City – Communications (CenturyLink, Comcast, Level 3, Verizon/XO Communications, Zayo)
- NW Natural – Gas

Lincoln County Transportation District:

- City of Waldport – Water and Sewer systems
- Central Lincoln PUD - Electric
- Alsea River Cable - Communications
- Pioneer Telephone – Communications
- Seal Rock Water
- SW Lincoln Water

2.3. Geotechnical Investigation & Reports

Consultant shall provide geotechnical engineering services to support the pavement, station, and shelter foundation design. The initial analysis will include a desktop study with a site visit to observe surface conditions. This study and site visit would then provide conservative design parameters based on assumed subsurface conditions from the desktop review of geology/geotechnical resources (maps, reports, etc.). The site visit by the geotechnical engineer will be included in this task and will be coordinated with sub-task 2.1 Surveying & Mapping.

A geotechnical memo will be prepared that will provide conservative recommendations based on the desktop study and observed site visit conditions.

2.3 Contingency Item – Geotech Borings & Testing: If necessary, a field investigation will consist of up to three (3) borings in locations defined by the geotechnical engineer. Laboratory testing will be conducted on selected soil samples from the borings and is anticipated to consist of general index and engineering property tests such as moisture content, Atterberg limits, unit weight, grain size distribution, pH, resistivity, chlorides and sulfates, moisture-density relationships, and California bearing ratio test values. Additional tests may be performed to determine soil strength and compressibility characteristics.

If borings are required the memo will also include a concept figure to show proposed bore locations (if any), a description of the explorations, exploration logs, laboratory test results, groundwater elevation data (if encountered), and a discussion of geotechnical analyses performed and design recommendations.

2.4. Documented Categorical Exclusions

Consultant shall provide a completed Documented Categorical Exclusion (DCE) for this project for ODOT review and approval. The document will include completing due-diligence background research to verify that this project is included in the DCE categories. Consultant will coordinate with TCTD and the ODOT Regional Transit Coordinator (RTC) until FTA concurrence is obtained. This task includes one round of revisions.

As per ODOT project number 243489 signed July 14th, 2021, DCEs for Pacific City and Waldport have already been completed. Per FTA rules, these DCEs may require an update to ensure they're still relevant. The DCE for Hebo is the only location that needs to be completed within this project.

Deliverables:

- Updated site survey base maps where needed
- Utility Coordination communication records
- Geotechnical memorandum
- Updates to the Pacific City and Waldport DCEs
- DCE for the Hebo bus stop location

Task 3. 30% Design

3.1. 30% Concept Design Alternatives

Consultant will review existing concept designs for all three (3) bus stops. The concepts are overlaid on top of aerial imagery and will have the updated base maps inserted to identify any design changes required. These alternatives will be discussed in a project design meeting and a preferred alternative will be chosen by TCTD.

Assumptions:

- TCTD will provide relevant vehicle information including overall length, wheelbase spacing, vehicle width, door locations and other information as needed by the engineer for testing turning movements and amenities layout.
- TCTD will provide shelter dimensions and any available specifications for the shelter which they wish to use on the platform.

Deliverables:

- Up to three (3) bus stop concepts presented in a project design meeting.

Task 4. 60% PS&E Design (Intermediate Design)**4.1. 60% PS&E Design**

Consultant shall complete the translation of field survey data into site base mapping, establish the geometric boundaries of the Project site, and advance the concept chosen in task 3 Conceptual Design Alternatives.

Jacobs shall advance the 30% design to a 60% design level consistent with ODOT's PS&E standards. The level of detail must be sufficient to develop 60% cost estimates, the specification list, and provide TCTD with a basis for project development planning.

The Pavement Design will include requesting the use of ODOT's ADA Technical Advisory for bus traffic which includes an 8" HMA over a 12" base section per this link:

[https://www.oregon.gov/odot/Engineering/Doc_TechnicalGuidance/CO23-01\(A\).pdf](https://www.oregon.gov/odot/Engineering/Doc_TechnicalGuidance/CO23-01(A).pdf) It is also assumed that the full lane width of HMA will need to be replaced per ODOT standards.

4.1 Contingency Item – Full Pavement Design: If the GeoTech borings are completed (Contingency item 2.3) then a full pavement design with calculations based on the testing data will be completed.

Consultant shall prepare the intermediate plans which address the following topics:

- Bus stop location/layout
- Typical sections
- Stormwater drainage
- Shelter Foundation
- Pavement Design
- Accessible routing
- Signing/Striping
- Planting locations
- Anticipated utility conflicts
- Anticipated demolition

Consultant shall prepare a construction cost estimate and a specification list to a level of accuracy commensurate with the design completion. The cost estimate will include a 25% contingency for all unknowns.

Assumptions:

- At the intermediate design stage, the plans shall consist of the sheets listed below. It is not anticipated that any other sheets will be required for the subsequent construction packages.
 - Cover
 - Index, Legend and Abbreviations, & Standard Drawing List
 - Details Sheets (2)
 - Typical Sections
 - ADA Ramp Detail Sheets
 - General Construction
 - Solar Illumination Plans including light level calculations

- Drainage and Utilities
- TCTD will coordinate with Tillamook County and other stakeholders to provide them with the intermediate 60% PS&E package for review.
- TCTD will obtain and compile comments from all parties and submit them to consultant.

Deliverables:

- Pavement Design Memo
- Specifications outline in a Word document
- Engineers estimate in an Excel document
- Intermediate 60% Plans delivered via email in composite single PDF

Task 5. 100% Design (Draft Final Design)

5.1. 100% Design

The Draft Final Design will be advanced based on the approved intermediate drawings and direction under Task 4, and incorporate data, feedback, and results from the tasks above to incorporate additional detail to a Draft Final design level. This set will finalize the roadway geometry and project footprint, bus stop and pedestrian access, and establish grading/drainage.

Assumptions:

- TCTD will coordinate with Tillamook County and other stakeholders to provide them with the intermediate 100% Draft Final package for review.
- TCTD will obtain and compile comments from all parties and submit them to consultant.

Deliverables:

- Comment adjudication log
- Technical Specifications in a Word document
- Engineers Estimate in an Excel document
- 100% Plans delivered via email in composite single PDF

Task 6. Issued For Construction (IFC) Package

6.1. IFC Package

Consultant will address review comments and finalize plans and specifications based on TCTD and other stakeholder review comments. Consultant shall develop a final engineering estimates for the IFC submittal based on the design, with a level of accuracy commensurate with the level of design.

Assumptions:

- TCTD will coordinate with Tillamook County and other stakeholders to provide them with the intermediate IFC package for review.
- TCTD will obtain and compile comments from all parties and submit them to consultant.

Deliverables:

- Comment adjudication log
- Stamped Technical Specifications in a composite single PDF
- Engineers Estimate in an Excel document
- Blank Bid tab for procurement package in an Excel document

- Stamped IFC Plans delivered via email in composite single PDF

Task 7. Permitting and Bid Support

7.1. Permitting Support

Jacobs will lead the completion of all permits identified in discussion with the local jurisdictions as part of task 1.1 to advance the construction schedule. Jacobs assumes no more than twelve (12) permits will be required to bid and construct all three stops. Each permit is assumed to take no more than four (4) hours to complete. Timelines for permit approval vary widely and may affect the project schedule. Jacobs is not responsible for delay on the part of the permitting agency.

The permits anticipated are:

- DEQ-1200 CN or 1200 C (3)
- Tillamook County Building Permit
- Lincoln County Building Permit
- ODOT ROW Permit/Work Within Public ROW Permit
- Rights Of Entry (ROE) & Temporary Construction Easement (TCE) Permits (3)

7.2. Bid Support

Jacobs will provide bid support during contractor procurement by responding to 6 bid questions per stop location or a total of 18 bid questions.

Task 8. Construction Contract Administration

8.1. Contract Administration

Consultant will perform the typical construction contract administration required by the AIA 101 Template Contract.

EXHIBIT B INSURANCE REQUIREMENTS

Consultant and its subconsultants and subcontractors shall maintain insurance acceptable to the District in full force and effect throughout the term of this Contract. It is agreed that any insurance maintained by the District shall apply in excess of, and not contribute toward, insurance provided by Consultant. The policy or policies of insurance maintained by Consultant and its subconsultants and subcontractors shall provide at least the following limits and coverage:

TYPE OF INSURANCE	LIMITS OF LIABILITY		REQUIRED FOR THIS CONTRACT
General Liability	Each occurrence General Aggregate Products/Comp Ops Aggregate Personal and Advertising Injury	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 w/umbrella or \$1,500,000 w/o umbrella	YES
Please indicate if Claims Made or X Occurrence			
Automobile Liability	Combined Single – covering any vehicle used on District business	\$1,000,000	YES
Workers' Compensation	Per Oregon State Statutes If workers compensation is not applicable please initial here _____. State the reason it is not applicable:		YES
Professional Liability	Per occurrence Annual Aggregate	\$1,000,000 or per contract \$2,000,000 or per contract	YES

Consultant's general liability and automobile liability insurance must be evidenced by certificates from the insurers. The policies shall name the District, its board members, officers, agents and employees, as additional insureds and shall provide the District with a thirty (30)-day notice of cancellation.

Workers' compensation insurance must be evidenced by a certificate from the insurer. The certificate need not name the District as an additional insured, but must list the District as a certificate holder and provide a thirty (30)-day notice of cancellation to the District.

Professional liability insurance must be evidenced by a certificate from the insurer. The certificate need not name the District as an additional insured.

Certificates of Insurance shall be forwarded to:

Tillamook County Transportation District
Attn: Brian Vitulli, General Manager
3600 Third Street, Suite A
Tillamook, OR 97141

Consultant agrees to deposit with the District, at the time the executed Contract is returned, Certificates of Insurance and Binders of Insurance if the policy is new or has expired, sufficient to satisfy the District that the insurance provisions of this Agreement have been complied with and to keep such insurance in effect and the certificates and/or binders thereof on deposit with the District during the entire term of this Agreement. Such certificates and/or binders must be delivered prior to commencement of the Services.

The procuring of such required insurance shall not be construed to limit Consultant's liability hereunder. Notwithstanding said insurance, Consultant shall be obligated for the total amount of any damage, injury or loss caused by negligence or neglect connected with this Agreement.

AMENDMENT #1 TO PERSONAL SERVICES AGREEMENT BETWEEN DISTRICT AND CONSULTANT

This Amendment #1 supplements the terms of the underlying Agreement to set forth terms required by STIF Grants, FTA Funding and Federal Law. To the extent of any conflict between the requirements of this Amendment #1 and the requirements imposed by the underlying Agreement, the more stringent requirement, so long as it complies with the federal requirement, shall control. The remaining terms of the Agreement remain in full force and effect. The District and the Consultant hereby agree:

I. COMPLIANCE WITH GRANT AGREEMENTS

Consultant acknowledges that the project is funded in part by grant funds from the State of Oregon acting by and through its Department of Transportation. Consultant shall comply with all applicable requirements imposed upon Consultant by STIF Grant Agreements 35084, 35328, 35606 and 35607.

II. SUBAGREEMENT INSURANCE REQUIREMENTS

Consultant shall acquire insurance coverages and policy limits so as to meet the requirements of both the underlying agreement and the required Subagreement Insurance Requirements attached hereto. (Amendment 1 – Exhibit 1)

III. SUMMARY OF FEDERAL REQUIREMENTS

Consultant shall comply with the federal requirements imposed by the attached Summary of Federal Requirements upon TCTD. (Amendment 1 – Exhibit 2)

IV. RECORD MAINTENANCE, ACCESS AND AUDIT

Consultant 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 subconsultants and subcontractors complies with these requirements. TCTD, 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 Consultant that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, TCTD, 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. Consultant shall permit authorized representatives of TCTD, 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 Consultant. 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.

V. SUBAGREEMENT INDEMNITY

Consultant shall 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 Consultant or any of its officers, agents, employees, subconsultants 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 Consultant from and against any and all Claims. Neither Consultant nor any attorney engaged by Consultant, 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 Consultant is prohibited from defending State or that Consultant 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 Consultant if State elects to assume its own defense.

VI. NONDISCRIMINATION

Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by Consultant 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 TCTD deems appropriate. Without limiting the generality of the foregoing, Consultant 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.

VII. STATE THIRD PARTY BENEFICIARY

The State of Oregon is an intended third party beneficiary of this Agreement.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant, subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultants, subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State, Territorial, or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance

has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

IX. ENERGY CONSERVATION

Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

X. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Consultant shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5. Consultant shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Consultant for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Consultant will permit such representatives to interview employees during working hours on the job. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

XI. CLEAN AIR ACT

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FTA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

XII. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant verifies that none of the Consultant’s principals (defined at 2 C.F.R. §

180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon District. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Consultants who apply or bid for an award of \$100,000 or more shall make the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

XIV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FTA financial assistance will be used to fund all or a portion of the contract. The Consultant will comply with all applicable Federal law, regulations, executive orders, FTA policies, procedures, and directives.

XV. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the District, Consultant, or any other party pertaining to any matter resulting from the Agreement. Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA.

XVI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49

U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Consultant, to the extent the Federal Government deems appropriate. Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

XVII. RECYCLED PRODUCTS

Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. Part 247.

XVIII. SEAT BELT USE/DISTRACTED DRIVING

Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Consultant or TCTD. Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Consultant owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

DISTRICT:

By: _____
Name: Brian Vitulli
Title: General Manager

CONSULTANT:

By: _____
Name: Shelley D. Richards
Title: Vice President

AMENDMENT 1 - EXHIBIT 1

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the 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 this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. 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 State. 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-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and 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 Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

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

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

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

AUTOMOBILE LIABILITY.

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

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

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

EXCESS/UMBRELLA LIABILITY.

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

ADDITIONAL INSURED.

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

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

"TAIL" COVERAGE.

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

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).

CERTIFICATE(S) OF INSURANCE.

State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. 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.

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**.

AMENDMENT 1 - EXHIBIT 2

EXHIBIT D

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

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

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

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

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

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

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

TCTD 3 Bus Stops		
<u>Base Contract</u>		
3 Bus Stops		
Labor (Raw + Overhead) & Expenses		\$191,916.17
Total Task Labor		\$191,916.17
Base Tasks Total		\$191,916.17
<u>CONTINGENCY Tasks</u>		
3 Bus Stops		
Labor (Raw + Overhead) & Expenses		\$ 23,442.11
Total Task Labor		\$ 23,442.11
Contingency Tasks Total		\$ 23,442.11
Task Order Total		\$215,358.28

